



**Edinburg Consolidated Independent School
District**

Regular

Wednesday, March 31, 2010 6:00 PM

Agenda of Regular Meeting

The Board of Trustees Edinburg Consolidated Independent School District

A Regular Meeting of the Board of Trustees of Edinburg Consolidated Independent School District will be held March 31, 2010, beginning at 6:00 PM in the Board Room, 411 North 8th Street; Edinburg, Texas 78541.

It is the policy of Edinburg CISD not to discriminate in its educational programs based on sex, age, religion, race, color, national origin, or handicap. Es la poliza del distrito escolar de Edinburg de no discriminar en sus programas educativos por razon de sexo, edad, religion, raza, color, origen nacional o por incapacidad.

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.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. CALL MEETING TO ORDER, CONDUCT ROLL CALL, ESTABLISH QUORUM
Presenter: President Omar Palacios
Time: 6:00 PM
2. PRAYER, PLEDGE OF ALLEGIANCE, AND TEXAS PLEDGE
Presenter: Mr. Ciro Trevino
3. CERTIFICATION OF PUBLIC NOTICE
Notice was posted in the Edinburg CISD Administration Building at 411 North 8th Street in Edinburg, Texas on March 26, 2010 at 6:00 p.m. signed Dr. René Gutiérrez, Superintendent of Schools.
Presenter: President Palacios
4. AWARDS & RECOGNITION
Presenter: Superintendent Rene Gutierrez
 - A. Career & Technical Education (CTE) *Skills USA* Participants Advance to State and National Competition
 - B. CTE *Business Professionals of America* Advance to National Competition
 - C. CTE *Health Occupations Students of America* Advance to State and National Competition
 - D. Boys and Girls Basketball Teams from Edinburg and Edinburg North High

Schools that Advanced to Regional and State Levels

5. PUBLIC COMMENTS

Public participation is limited to the designated open forum portion of the meeting. At all times during board meetings, the audience shall not enter into discussion or debate on matters being considered by the Board, unless recognized by the Board President. No presentation shall exceed five minutes.

Presenter: Superintendent Gutierrez

6. SUPERINTENDENT'S REPORT

Presenter: Superintendent Gutierrez

A. November Elections Update by Hidalgo County Elections Administrator

B. Update on Owner Controlled Insurance Program for 2008 Bond Construction Projects by Broaddus & Associates

C. Enrollment as of March 26, 2010 7

D. Teacher Vacancies

7. CONSENT AGENDA

The following item(s) are of a routine or administrative nature. All items are to be acted on by one vote without being discussed separately, unless requested by a board member in which case the item(s) will be considered individually after the items not requiring discussion have been acted on.

Presenter: President Palacios

A. (003B- 1) Minutes for Regular Board Meeting of March 9, 2010 8

B. (003B- 2) BID 09-93 Physical Education Supplies, First and Final Contract Renewal COST \$30,000.00 SOURCE Athletic and Local Funds 13

C. (003B- 3) BID 09-112 Athletic Trainers Supplies, First and Final Contract Renewal COST \$40,000.00 SOURCE Athletic Funds 34

D. (003B- 4) BID 09-121 Hardware Supplies, First and Final Contract Renewal COST \$25,000.00 SOURCE Local, Child Nutrition, Athletic, and Career & Technical Funds 48

E. (003B- 5) BID 10-84 Fine Arts Concert Attire COST \$63,031.00 SOURCE 55
Fine Arts Funds

F. (003B- 6) BID 10-91 Lever Locks and Cylinder Supplies COST \$49,993.11 66
SOURCE Local Funds

G. (003B- 7) BID 10-96 Concrete Masonry Block COST \$29,540.00 SOURCE 80
Local Funds

H. (003B- 8) BID 10-108 Texas Fitness NOW Grant for Middle Schools and 84
Brewster School to Purchase Equipment and Supplies from BuyBoard COST
\$91,956.00 SOURCE Texas Fitness NOW Grant Funds

I. (003B- 9) Amend RFP 10-11 Campus and District Consultant Strategist for 87
Federal Programs COST \$18,200.00.00 SOURCE Federal Funds

J. (003B-10) RFP 10-92 Irrigation and Landscape for IT Complex COST 89
\$27,178.66 SOURCE Local Funds

K. (003B-11) RFP 08-159 Elevator Maintenance Service, Second Year Contract Renewal	COST \$29,200.00	SOURCE Local Funds	94
8. ACTION AGENDA			
Presenter: President Palacios			
A. (003B-12) Amendment to Interlocal Cooperation Agreement Between Edinburg CISD and City of Edinburg for South Middle School Traffic and Circulation Improvement Project	COST \$66,386.25	SOURCE Local Funds	99
B. (003B-13) Right-of-Way Dedication Along Freddy Gonzalez and Fourth Streets for South Middle School Road Improvements			105
C. (003B-14) Consultant Agreement with Thinking Maps Inc to Provide Thinking Maps Training to Elementary and Secondary Teachers	COST \$3,500.00	SOURCE State Compensatory Funds	113
D. (003B-15) 2010-2011 Contract/Consultant Agreement with Teachers' Curriculum Institute to Provide Training on History Alive Strategies for Elementary and Secondary Teachers	COST \$10,560.00	SOURCE Federal Funds	119
E. (003B-16) Contracted Service Agreement with Dinah Zike of Dinah Might Adventures Inc to Provide Training for English Language Arts and Science School Teachers for the 2009-2010 School Year	COST \$6,000.00	SOURCE Local Funds	124
F. (003B-17) Contract/Consultant Agreement with Princeton Review SAT/ACT for South, Harwell, B. L. Garza and Memorial Middle Schools, and Brewster School	COST\$43,275.00	SOURCE Gifted & Talented Funds	128
G. (003B-18) Consultant Agreement with SureScore Company to Provide Training for All Economedes High School Core Content Area Teachers: English Language Arts, Math, Science, and Social Studies	COST \$62,587.50	SOURCE State Bilingual, Local, Federal, and High School Allotment Funds	145
H. (003B-19) Contract/Consultant Agreement with SureScore for Barrientes and B L Garza Middle Schools	COST \$32,975.00	SOURCE Gifted & Talented and Federal Funds	150
I. (003B-20) Contracted Service Agreement with Agile Mind Education Holdings Inc to License Certain Computer Based Online Learning Services	COST \$10,500.00	SOURCE High School Allotment Funds	158
J. (003B-21) Grade Guidelines for High School Grading Procedures (Grades 9-12)			166
K. (003B-22) Contract/Consultant Agreement with J Taylor Education for Staff Development	COST \$23,464.00	SOURCE Federal Funds	169
L. (003B-23) Contract/Consultant Agreement with Engine-Uity LTD for Staff Development	COST \$6,000.00	SOURCE Federal Funds	175
M. (003B-24) Contract/Consultant Agreement with Teacher Created Materials Publishing Company for Staff Development	COST \$12,000.00	SOURCE	179

Federal Funds

N. (003B-25) Contract/Consultant Agreement with Active Learning Systems Inc 185
for Staff Development COST \$9,370.00 SOURCE Federal Funds

O. (003B-26) Employment, Resignations, and Retirements

9. CLOSED SESSION

Discussion under the authority of Section 551, Texas Government Code: If, during the course of the meeting covered by this Notice, the Board should determine that a Closed Session of the Board should be held or is required in relation to any item included in this Notice, then such closed session as authorized by Section 551.001 et. seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board after the commencement in Open Session of the meeting covered by this Notice. Such closed session may concern any or all of the subjects and be conducted for any and all purposes permitted by Section 551.071 through and including Section 551.084 of the Texas Open Meetings Act, including, but not limited to, private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Presenter: President Palacios

A. Section 551.071--Consultation with Attorney on Any Permitted Subject Including, But Not Limited to:

1. Discussion with School Attorney of Item(s) Exempted under Attorney-Client Privilege
2. Update on Pending Litigation
3. Discussion on Construction Contracts for 2008 Bond Projects
4. Discussion with Attorney on Legal Issues Regarding Construction at Edinburg High School
5. Discussion on Possible Litigation Regarding SES Providers

B. Section 551.072--Deliberation Regarding Real Property

1. Discussion on Acquisition of Possible Land Donation for Future Development
2. Discussion on Pending Contracts for Land Purchases
3. Discussion with Attorney Regarding Legal Issues on the District Information Technology Complex/Administration Building Second Floor Project

C. Section 551.074--Personnel Matters

1. Discussion of Employment, Resignations, and Retirements
2. Update of Pending Personnel Investigations
3. Conduct Level III Grievance--Jovita Guzman, Bus Driver
4. Discussion Regarding Superintendent's Contract Recommendation(s) for Teachers
5. Discussion Regarding Superintendent's Recommendation(s) for

Proposed Employment Termination at End of Contract Period for
Probationary Contract Teacher Salvador Abrego, Edinburg High School

6. Discussion Regarding Proposed Employment Termination of Scott Ayala,
Bus Monitor

7. Discussion Regarding Proposed Employment Termination of Clarissa
Garza, Dropout Prevention Clerk, Edinburg High School

D. Section 551.071--Consultation with Attorney & Section 551.074--Personnel
Matters

E. Section 551.082--Discipline of a Public School Child

10. ACTION ON ITEMS DISCUSSED IN CLOSED SESSION

Presenter: President Palacios

A. Section 551.071--Consultation with Attorney

1. Consideration of and Possible Action on Possible Litigation Regarding SES
Providers

B. Section 551.072--Deliberation Regarding Real Property

1. Consideration of and Possible Action Regarding Legal Issues on the
District Information Technology Complex/Administration Building Second
Floor Project

C. Section 551.074--Personnel Matters

1. Consideration of and Possible Action Regarding Level III Grievance--
Jovita Guzman, Bus Driver

2. Consideration of and Possible Action Regarding Superintendent's Contract
Recommendation(s) for Teachers

3. Consideration of and Possible Action Regarding Superintendent's
Recommendations on Proposed Employment Termination at End of
Contract Period for Probationary Contracted Teacher Salvador Abrego,
Edinburg High School

4. Consideration of and Possible Action Regarding Proposed Employment
Termination of Scott Ayala, Bus Monitor

5. Consideration of and Possible Action Regarding Proposed Employment
Termination of Clarissa Garza, Dropout Prevention Clerk, Edinburg High
School

11. ADJOURNMENT

Presenter: President Palacios

ATTENDANCE MEMBERSHIP COMPARISON

Campus	Year	EE	PreK	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	08-09	09-10
Austin	08-09	12	32	56	61	56	66	72	41								396	
	09-10	11	38	59	55	66	52	64	75									420
Avila	08-09		56	107	103	96	91	109	85									647
	09-10		52	125	111	109	100	94	112									703
Betts	08-09		47	82	68	83	85	87	76									508
	09-10		54	84	61	73	85	87	89									533
Brewster	08-09		29	27	23	30	27	19	27	65	67	66						380
	09-10		21	34	30	30	30	29	24	77	68	69						412
Cano/Gnz.	08-09		74	105	98	107	108	106	92									690
	09-10		59	129	111	94	110	101	98									702
Canterbury	08-09	13	27	100	106	100	122	122	104									694
	09-10	8	38	80	104	120	126	132	116									724
Cavazos	08-09		38	92	85	92	89	75	72									543
	09-10	34	75	89	89	85	82	82										536
De la Vina	08-09		36	93	90	119	95	84	96									613
	09-10		38	92	103	84	88	95	89									589
Eisenhower	08-09		53	102	99	100	93	95	97									639
	09-10		64	97	107	92	101	88	96									645
Escandon	08-09		71	112	110	103	103	94	114									707
	09-10		60	114	115	113	116	107	97									722
Esparza	08-09		68	98	81	97	74	95	82									595
	09-10		58	109	98	85	88	78	95									611
F.Gonzalez	08-09		29	83	88	101	81	85	84									551
	09-10		23	90	84	96	97	89	87									566
Guerra	08-09	11	95	103	116	99	118	107	95									744
	09-10	11	65	118	110	122	99	120	109									754
Hargill	08-09		42	43	49	46	43	46	47									316
	09-10		35	50	49	47	51	41	50									323
Jefferson	08-09		30	57	63	65	75	68	77									435
	09-10		22	65	61	68	60	79	77									432
LBJ	08-09		43	101	113	106	110	87	105									665
	09-10		46	107	103	109	104	101	89									659
Kennedy	08-09		69	121	120	132	125	125	103									795
	09-10		72	115	125	122	140	122	117									813
Lee	08-09	11	55	74	80	78	79	65	87									529
	09-10	10	46	76	85	76	78	77	62									510
Lincoln	08-09		51	107	91	106	87	76	91									609
	09-10		63	112	104	90	96	87	76									628
Magee	08-09		75	120	120	120	108	103	104									750
	09-10		88	109	122	114	106	103	97									739
Monte Cristo	08-09		82	111	115	102	129	113	87									739
	09-10		76	135	114	119	116	125	116									801
San Carlos	08-09	9	59	106	91	109	102	88	107									671
	09-10	3	80	99	123	105	117	105	97									729
Travis	08-09		33	69	84	82	76	66	78									488
	09-10		46	71	73	94	83	83	76									526
Trevino	08-09		42	133	118	125	113	106	124									761
	09-10		39	120	139	130	133	136	112									809
Truman	08-09		66	114	111	112	119	105	112									739
	09-10		72	111	108	113	115	111	100									731
Villarreal	08-09	8	81	98	107	106	119	103	97									719
	09-10	11	75	139	118	126	107	127	107									810
Zavala	08-09		68	121	114	106	77	89	85									660
	09-10		75	125	124	112	111	83	86									716
Barrientes MS	08-09									339	367	342						1,048
	09-10									404	325	377						1,106
BL Garza MS	08-09									456	461	453						1,370
	09-10									455	485	463						1,403
Harwell MS	08-09									563	528	540						1,629
	09-10									586	549	543						1,678
Memorial MS	08-09									346	371	360						1,077
	09-10									381	350	399						1,130
South MS	08-09									533	445	472						1,450
	09-10									523	533	478						1,534
EHS	08-09												896	713	618	542		2,769
	09-10												905	704	720	556		2,885
ENHS	08-09												826	830	552	437		2,445
	09-10												889	625	614	464		2,572
JEHS	08-09												796	550	559	450		2,355
	09-10												864	540	572	523		2,499
EAEA (For Info Only)	08-09									14	16	14	39	9	6	1		99
	09-10									14	31	25	70	26	13	4		183
JDC	08-09									2	2	5	29	10	3	0		52
	09-10									2	8	4	23	1	3	0		41
TOTAL	0-Jan	64	1,451	2,515	2,504	2,578	2,514	2,390	2,371	2,303	2,239	2,238	2,547	1,903	1,732	1,429		30,778
	09-10	88	1,480	2,654	2,627	2,594	2,591	2,546	2,349	2,428	2,318	2,333	2,661	1,870	1,909	1,543		31,991
DIFFERENCE	-	24	29	139	123	16	77	156	-22	125	79	95	114	-33	177	114		1,213

(EAEA=BMS-11; BLG-13; BRE-1; HMS-16; MMS-14; SMS-15; EHS-34; JEHS-44; ENHS-35)

	08-09	09-10
Elementary School Total:	16,387	16,929
Secondary School Total:	14,391	15,062
GRAND TOTAL:	30,778	31,991

APPROVAL OF BOARD MINUTES

Superintendent's Recommendation

Board of Trustees approval of the minutes for the following board meeting(s):

Regular Board Meeting on March 9, 2010

Rationale

Article 6252-17A, §3b, V.A.T.S. requires in part that the Board shall prepare and retain minutes of each of its open meetings. The minutes are public record and shall be available for public inspection and copying upon request to the Superintendent or his designee.

Paperwork Impact

No additional paperwork will be generated.

Budgetary Information

The budget will not be impacted.

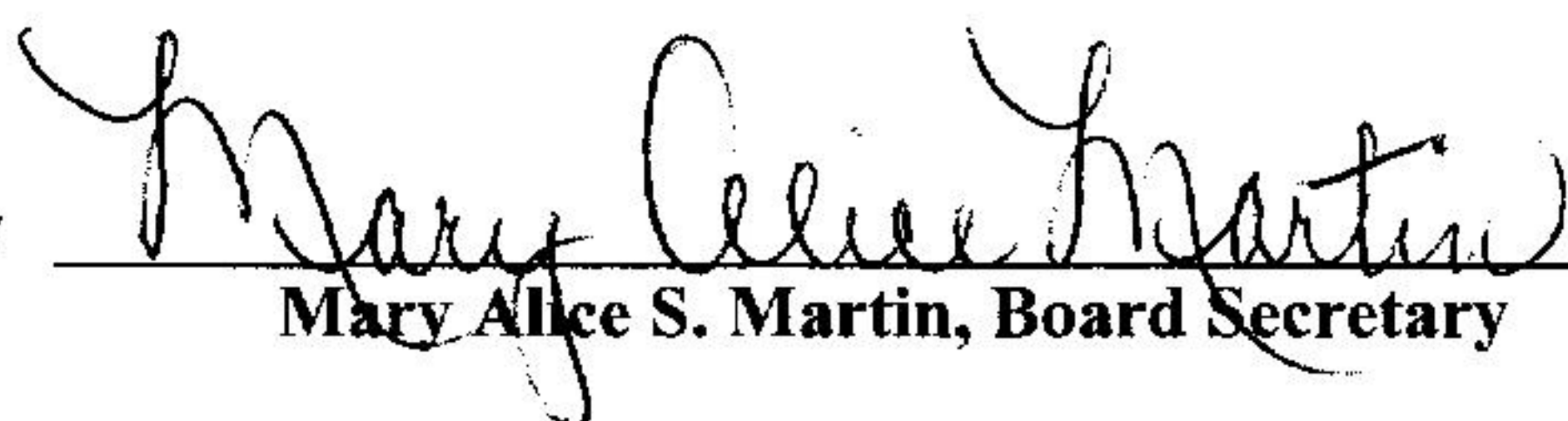
Resource Personnel

Dr. René Gutiérrez, Superintendent of Schools

Board Policy Reference and Compliance

This item is in compliance and in accordance with Board Policy BE and BE (Local).

Prepared by


Mary Alice S. Martin, Board Secretary

Recommended by

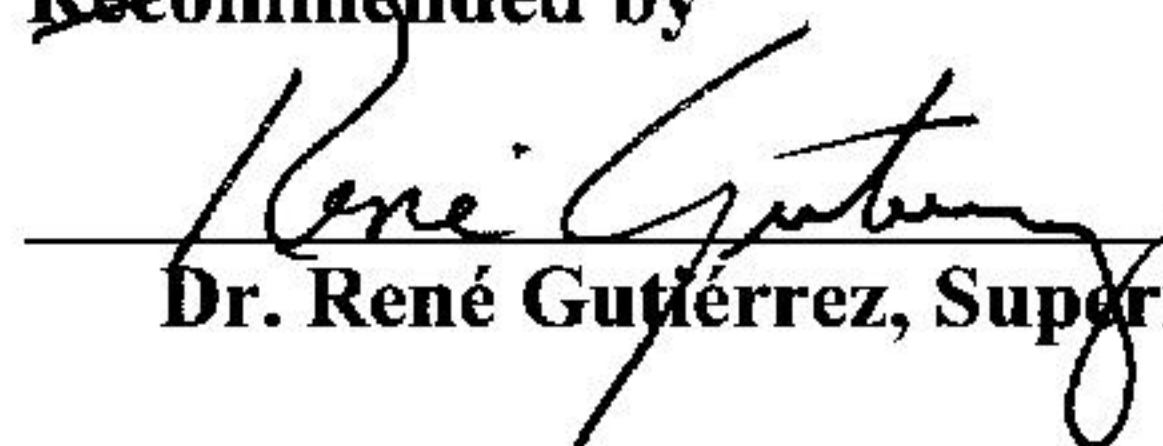

Dr. René Gutiérrez, Superintendent of Schools

EXHIBIT A, PAGES 1-4

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Edinburg, Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

March 9, 2010

On the 9th day of March 2010, the **Board of Trustees** for the Edinburg Consolidated Independent School District met in **regular session** with the following members present:

Omar Palacios, President	David Torres, Member
Robert Peña Jr., Vice President	
Ciro Treviño, Secretary	

Absent from the meeting were Members Jaime R. Chavana, Gregory "Greg" García, and Carmen González.

Present at the request of the superintendent was Jacques E. Treviño, board attorney.

NOTE: If more detailed information regarding the presentations, discussion, and action taken during the meeting is desired, the audio and video taped recordings are available through the superintendent's office.

President Palacios, who established **quorum**, called the meeting to order at 6:11 p.m. Mr. Robert Peña Jr. offered the **prayer and led the Pledge of Allegiance and Texas Pledge**.

President Palacios asked for certification that **Public Notice** had been posted in the Edinburg CISD Administration Building at 411 North 8th Street in Edinburg, Texas on March 5, 2010 at 6:00 p.m. signed Dr. René Gutiérrez, Superintendent of Schools.

Under Awards & Recognition:

- A. Economedes High School Mock Trial Team Places in Semi-Finalist Competition
- B. Students from Eisenhower Elementary that Qualified for Duke Tip Talent Search
- C. Tribute to 1976-1979 ECISD School Board

Under **Public Comments**, Southwest Workers Union (SWU) representative **Camilo Garza** expressed "Intent" to work together in good faith in order to move forward by arriving to solutions beneficial to all parties. **Anayanse Garza** stated that SWU will be working with custodians, bus drivers, and cafeteria workers of Edinburg, PSJA, and Donna school districts to get "Census 2010" out to the community to obtain monies for new schools, medical services, and other resources for a better quality of life.

Under Superintendent's Report:

- A. Review of Section 125 (Cafeteria Plan) by First Financial Group
- B. Update on Rezoning of Elementary Schools for 2010-2011
- C. Enrollment as of March 5, 2010: +1,380 (as compared to 3/4/09)
- D. Teacher Vacancies: 11 (4 elementary/7 secondary)

CONSENT AGENDA

Mr. David Torres moved and Mr. Robert Peña Jr. seconded the motion to **Approve Agenda Items: 003A-1 Board Minutes for Public Hearing and Regular Board Meeting of February 25, 2010; 003A-2 Accept 2009-2010 Texas Fitness Now Grant for the Middle Schools and Brewster School in the Amount of \$98,256.00; 003A-3 Bid 08-152 Security Systems**

EXHIBIT A

Monitoring, Second and Final Contract Renewal with Superior Alarms in the Amount of \$14,040.00; 003A-4 Bid 09-77 Crane Rental Services, First and Final Contract Renewal with United Electric & Crane in the Amount of \$30,000.00; 003A-5 Bid 09-84 Commercial Trash Compactor Service and Repair, First and Final Contract Renewal with American Machine Shop & Pumps in the Amount of \$20,000.00; 003A-6 Bid 09-85 Baseball Supplies, First and Final Contract Renewal with Several Vendors for a Total of \$22,500.00; 003A-7 Bid 09-86 Basketball Supplies, First and Final Contract Renewal with Several Vendors for a Total of \$77,000.00; 003A-8 Bid 09-101 Hood Suppression Systems Inspection and Repair, First and Final Contract Renewal with Nikki Irvin dba Integrity Fire Protection in the Amount of \$25,000.00; 003A-9 Bid 09-108 Mop Laundry Services, First and Final Contract Renewal with Unifirst Holdings Inc. in the Amount of \$142,075.00; 003A-10 Bid 10-74 Pre-Fabricated Aluminum Ramps to Upside Innovations LLC in the Amount of \$48,500.00; 003A-11 Bid 10-81 Mobile Sound System for Five Campus Cafeterias to Audio Visual Aids Corp. in the Amount of \$42,445.00; 003A-12 Bid 10-85 Camera and Equipment for KATS TV to Troxell Communications Inc, B & H Photo Video Pro-Audio, Industrial Audio/Video, Aves Audio Visual Systems Inc, and Jambros Technologies LLC for a Total of \$17,266.88; 003A-13 RFP 08-151 Drug, Alcohol, and Random Drug Testing Services, Second and Final Contract Renewal with Southwest Labs in the Amount of \$20,200.00; 003A-14 Amended Budget for Child Nutrition Fund 101 (0); 003A-15 Amended Budget for State Compensatory Fund 161 (0); 003A-16 Amended Budget for Career & Technical Fund 162 (0); 003A-17 Amended Budget for State Special Education Fund 164 (0); 003A-18 Amended Budget for State Bilingual Fund 165 (0); 003A-19 Amended Budget for Fine Arts Fund 166 (0); 003A-20 Amended Budget for Athletic Fund 167 (0); 003A-21 Amended Budget for State Gifted & Talented Fund 168 (0); and 003A-22 Amended Budget for Local Maintenance Fund 199 (0), as recommended by Superintendent René Gutiérrez. The motion carried.

ACTION AGENDA

At the request of Superintendent Gutierrez, President Palacios withdrew **Agenda Item 003A-23 First Reading for Board Policy EHAA (Local) Basic Instructional Program: Required Instruction (All Levels)**.

Mr. Robert Peña Jr. moved and Mr. Omar Palacios seconded the motion to **Approve Agenda Item 003A-24 Construction Contingency Expenditure Authorization 1 for Fine Arts Facilities at Edinburg, Economedes, and Edinburg North High Schools in the Amount of \$88,347.00 as Submitted by Broaddus & Associates**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Robert Peña Jr. moved and Mr. David Torres seconded the motion to **Approve Agenda Item 003A-25 Partial Substantial Completion on Site Work for Edinburg North High School Fine Arts Facility as Submitted by Broaddus & Associates**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Robert Peña Jr. moved and Mr. David Torres seconded the motion to **Approve Agenda Item 003A-26 Construction Materials Testing Additional Services for Group A Elementary Schools that Include Monitoring and Infrared Assessment of Roof Installation, Water Infiltration Testing of Window Installation, and Water Proofing of Building Envelope for Four New Elementary Schools for a Total of \$31,440.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

EXHIBIT A-2

Mr. Robert Peña Jr. moved and Mr. David Torres seconded the motion to **Approve Agenda Item 003A-27 Change Directive 22 for District Information Technology Complex for Building Sign with Cost of \$6,560.00 Deducted from the Contingency Balance of \$15,087.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. David Torres moved and Mr. Robert Peña Jr. seconded the motion to **Approve Agenda item 003A-28 Rezoning for Elementary Schools Attendance Boundaries for School Years 2010-2011 and 2011-2012**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Ciro Treviño moved and Mr. Robert Peña Jr. seconded the motion to enter **Closed Session**. The motion carried.

President Palacios recessed the meeting at 7:39 p.m. enabling the Board to enter Closed Session.

Mr. David Torres moved and Mr. Robert Peña Jr. seconded the motion to return to **Open Session**. The motion carried.

After returning to Open Session at 9:46 p.m., President Palacios announced that no action had been taken on items discussed in Closed Session.

Mr. Ciro Treviño moved and Mr. Robert Peña Jr. seconded the motion to **Approve Section 551.074 (Agenda Item 003A-29) Employment, Resignations and Retirements as Discussed in Closed Session**, as recommended by Superintendent René Gutiérrez. The motion carried.

Employment for 2009-2010 (None)

Resignations and Retirements

Erica Barrera	3 rd Grade Bilingual/Lee
Estelle K. Flores	CEI Lab/Barrientes MS
Jose David Martinez	2 nd Grade/Guerra
Rosa F. Rodriguez (Retiring)	Nurse/De Zavala
Carmen C. Sanchez-Salinas	2 nd Grade Bilingual/Eisenhower
Linda Sobin-Reed (Retiring)	Speech Language Pathologist/Cavazos

Paraprofessional (University Hours) and Classified Employees (None)

Resignations and Retirements

Raul E. Ayala	Police Officer/ENHS
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Interns/Tutors/Students Workers

Michael Liang	Intern/Technology Dept
Ana G. Castillo	America Reads/JFK
Melinda S. Cavazos	America Reads/JFK
Ariel Rico	CTE Clerk/Betts

Resignations

Michael L. Alvarado	Intern/Technology Dept
Lee Ann Rodriguez	Worker/Print Shop
Vonnette Garcia	Tutor/South MS

Mr. Omar Palacios moved and Mr. Robert Peña Jr. seconded the motion to **Deny the Remedies Requested in Section 551.074 Regarding Level III Grievance of Rene Zamora, Ascension Delgado, Raul Alonzo, and Douglas Jenkins, Bus Drivers and Uphold the Decision Reached at the Level II Conference with Recommendation to Revisit the Employee Handbook so that it is Inclusive of All Transportation Department Staff.** The motion carried.

Mr. Ciro Treviño moved and Mr. David Torres seconded the motion to **adjourn.** The motion carried.

President Palacios adjourned the meeting at 9:48 p.m.

OMAR PALACIOS
President of the Board of Trustees

ATTESTED BY

CIRO TREVINO
Secretary to the Board of Trustees

EXHIBIT A-4

APPROVAL OF BID 09-93, PHYSICAL EDUCATION SUPPLIES FIRST AND FINAL CONTRACT RENEWAL

Superintendent's Recommendation

That the Board of Trustees approves the recommendation to accept the renewal of Physical Education Supplies as requested by the Athletic Department.

Rationale

This bid has a one year renewal option. Mr. Joe Filoteo, Director of Athletics and the awarded vendors have agreed in writing to continue this bid for an additional year at no increase in cost. The supplies will be used to reinforce the CATCH Curriculum at the elementary and middle schools that is mandated by Senate Bill 19 and 530. The supplies will also be used to keep students moderately to vigorously active 50% of class time, another mandate from Senate Bill 530. Supplies help administer the state mandated FitnessGram examination given to students in grades 3rd thru 12th.

Administration sought competitive sealed bids for the above mentioned bid for the school district. Bid opening was held at the Business Office Building on March 2, 2009 at 3:00 P.M. where fourteen (14) proposals were received, opened, and read aloud. Please see the attached bid tabulation where the bid most favorable and advantageous to the district on each item is referenced as indicated.

User Department

This item was requested by Joe Filoteo, Director of Athletics.

Budgetary Information

ACCOUNT	DESCRIPTION	APPROPRIATION	ENCUMBRANCES	EXPENDITURES	BALANCE
167-11-6399-72-XXX-091000	General Supplies	17,556.00	3,754.14	8,755.67	5,046.19
167-36-6399-72-102-091000	General Supplies	1,000.00	163.17	831.60	5.23
199-11-6399-87-XXX-091000	General Supplies	8,100.00	2,218.10	3,074.11	2,807.79
	TOTAL	26,656.00	6,135.41	12,661.38	7,859.21

Resource Personnel

Dr. René Gutiérrez
Sylvia D. Garcia
Jacqueline Kingan

Rigoberto V. Abrego
Joe Filoteo

Maria Luisa Guerra
Amaro Tijerina

Board Policy Reference

This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

Prepared by: Joe Filoteo
Joe Filoteo, Director of Athletics

Approved by: Maria Luisa Guerra
Maria Luisa Guerra, Asst. Supt. For Instruction/Support Serv.

Within Budgetary Allocations: Sylvia D. Garcia
Sylvia D. Garcia, Director for Finance

Approved by: Rigoberto V. Abrego
Rigoberto V. Abrego, Asst. Supt. For Finance/Operations

Recommended by: Dr. René Gutiérrez
Dr. René Gutiérrez, Superintendent of Schools

EXHIBIT _____, PAGE(S) _____

Notes for Bid Renewal
BID 09-93, PHYSICAL EDUCATION SUPPLIES
March 30, 2010

1. **USER DEPARTMENTS:** The Coaches will use this bid for Physical Education supply purchases.
2. **TYPE OF BID:** This is a term bid beginning April 1, 2010 or soon thereafter and ending March 31, 2011. This is the first and final contract term renewal.
3. **BID RENEWAL:** Both Mr. Joe Filoteo and the vendor have agreed in writing to renew the term contract. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** Each campus will prepare purchase orders on an as needed basis following the School Board approval.
5. **UNIT PRICES:** The catalog discounts will remain the same for the term of the contract.
6. **ESTIMATED BID AWARD:** **\$30,000.00**
Depending on the budget approved by the School Board for the 2010-2011.



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
DRAWER 990
EDINBURG, TEXAS 78540
PHONE: (956) 289-2311
FAX (956) 383-7687

MEMORANDUM

Date: January 22, 2010
TO: Joe Filoteo, Athletic Coordinator
FROM: Jacqueline Kingan, Senior Buyer *JK*
SUBJECT: RENEWAL OF BID 09-03, PHYSICAL EDUCATION SUPPLIES

There is an option to renew the above mentioned bid. Attached is the detailed information on what was awarded last year. Hopefully, this will assist you in making your decision.

Please sign and return back to me for processing. Let me know as soon as possible, if you have any questions, give me a call at 956-289-2311 Ext. 2137.

THANK YOU!

Yes, I want to renew: Joe Filoteo 1/25
No, I don't want to renew: _____

Reason why you don't want to renew:

Thank you.

Non-discrimination Statement

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 283-7687

January 27, 2010

Dear Bill Guthrie Sports;

FAX: 956-428-7074

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-93, PHYSICAL EDUCATION SUPPLIES CATALOG BID**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount is 0%, \$100.00 minimum order, 16% freight, No packing/handling charges 20% Restocking fee plus shipping.

We are interested in knowing whether your company will extend this contract for an additional year. If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: Scott Smith, per original discounts, terms, and conditions.
Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
Vendor Signature

Bill Guthrie Sports
Company Name

Approved for Renewal:

Edinburg CISD Date

RECEIVED
JAN 27 2010
BY: _____

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7687

January 27, 2010

Dear Skips Sports Supply, LLC;

FAX: 757-498-0665

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-93, PHYSICAL EDUCATION SUPPLIES CATALOG BID**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount is 2% on orders over \$100.00 - 5% on orders over \$500.00 - 7% on orders over \$1,000.00 - 10% on orders over \$5,000.00 - 15% on orders over \$10,000.00, \$75.00 minimum order on orders under \$75.00 will incur a small order charge not less than \$5.00 per order, No packing & handling charges, Return freight applies for examination of merchandise - Contact Skip for instructions.

We are interested in knowing whether your company will extend this contract for an additional year. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: *Terri Gorman* per original discounts, terms, and conditions.
Vendor Signature

NO: _____ I am not interested in extending my awarded contract.
Vendor Signature

Skips Supply
Company Name

Approved for Renewal:

Edinburg CISD Date

EXHIBIT _____



**EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7687**

*09
37503*

January 27, 2010

Dear Sports Supply Group, Inc;

FAX: 800-365-7653

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-93, PHYSICAL EDUCATION SUPPLIES CATALOG BID**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount is 10% with exceptions call vendor, \$25.00 minimum order, No Shipping fee, 20% Restocking fee and No packing/handling charges. Bid log ID #09-37503 C#1025862.

We are interested in knowing whether your company will extend this contract for an additional year. **If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.**

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: *Chris Bloomfield* **CHRIS BLOOMFIELD**
BID DIRECTOR, per original discounts, terms, and conditions.
Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
Vendor Signature

Sport Supply Group, Inc.
dba BSN Sports/Collegiate Pacific
Company Name PO Box 7726
Dallas, TX 75209

Approved for Renewal:

Edinburg CISD Date



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7687

09
37504

January 27, 2010

Dear US Games;

FAX: 800-365-7653

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-93, PHYSICAL EDUCATION SUPPLIES CATALOG BID**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount is 10%, \$25.00 minimum order, 20% Restocking fee and No packing/handling charges, check with vendor for list of exceptions. Refer to Bid #09-37504.

We are interested in knowing whether your company will extend this contract for an additional year. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

**CHRIS BLOOMFIELD
BID DIRECTOR**

YES: _____ per original discounts, terms, and conditions.
Vendor Signature

NO: _____ I am not interested in extending my awarded contract.
Vendor Signature

**U.S. GAMES
PO BOX 7726**

Company Name DALLAS, TX 75209

Approved for Renewal:

Edinburg CISD Date

EXHIBIT _____

1/28



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th / DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7687

January 27, 2010

Dear S & S Worldwide;

FAX: 1160-537-2563

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-93, PHYSICAL EDUCATION SUPPLIES CATALOG BID**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount is 14%, No minimum order, No packing & handling charges, No restocking fee, No discount prices on web.

We are interested in knowing whether your company will extend this contract for an additional year. **If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.**

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: Munil S. Barnes, per original discounts, terms, and conditions.
Vendor Signature

NO: _____ I am not interested in extending my awarded contract.
Vendor Signature

Company Name

S&S WORLDWIDE
75 MILL STREET
GOLCHESTER, CT
06415

Approved for Renewal:

Edinburg CISD Date

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7687

Edinburg, TX
CAT-1/27/10

January 27, 2010

RECEIVED
JAN 27 2010

Dear School-Tech, Inc.;

FAX: 800-654-4321

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-93, PHYSICAL EDUCATION SUPPLIES CATALOG BID**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount is 0%, 15% shipping or a \$10.00 minimum, will be prepaid and added to invoices, Bid excludes freight/truck shipments, No packing & handling charges and No restocking fee.

We are interested in knowing whether your company will extend this contract for an additional year. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: Ben Schallor, per original discounts, terms, and conditions.
Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
Vendor Signature

Wolverine Sports
Company Name

Approved for Renewal:

Edinburg CISD Date

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7687

January 27, 2010

FAX: 800-451-4855

Dear Gopher Sports;

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-93, PHYSICAL EDUCATION SUPPLIES CATALOG BID**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount is 10%. Supplies ship free, truck shipments will be discounted and current freight will be applied, discount does not apply to "only from Gopher" items, climbing wall; dance system, Gopher 2009, Gopher Fall 2009 and Gopher 2010 guaranteed current catalog prices, \$25.00 minimum order requested not required, No restocking fee and No packing/handling fee.

We are interested in knowing whether your company will extend this contract for an additional year. **If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.**

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: Cheryl Green, per original discounts, terms, and conditions.
Vendor Signature *Please review attached letterhead*

NO: _____, I am not interested in extending my awarded contract.
Vendor Signature

GOPHER SPORT

Company Name

Approved for Renewal:

Edinburg CISD Date

RECEIVED
JAN 27 2010
BY: _____

EXHIBIT _____

GOPHER

January 27, 2010

Edinburg Consolidated Independent School District
Purchasing Department
411 North 8th / Drawer 990
Edinburg, Texas 78541

To Whom It May Concern:

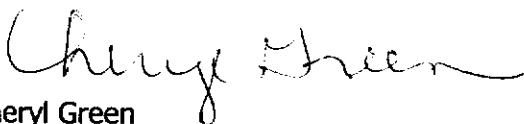
In response to your recent inquiry regarding your, *Bid #09-93, Physical Education Supplies Catalog Bid* Gopher Sport is pleased to extend your district's catalog discount valid from April 1, 2010 through March 31, 2011. Please note this discount can be described as, **"a special discount of 10% off all catalog items except "Only from Gopher" items, Climbing Walls, and iDANCE System.** These discount exceptions are subject to annual review, be sure to examine the discount sticker on the front of your current years' catalog. Upon award, your districts' catalog discount will be noted in our computer system for future reference. Based on this reference, your district will automatically receive the most current catalog that is available throughout the year. Pricing will be taken from our current year's catalog only.

Your district will enjoy free shipping on items shipped UPS (supplies). Truck items will be offered minus the discount plus freight charges as noted in our current years' catalog. As a catalog vendor, we are unable to provide assembly or installation of any sort.

Gopher Sport offers a full-line catalog and ordering system on our website. We welcome your visit to www.gophersport.com. Your orders can be faxed to Gopher Sport at 1.800.451.4855 and telephone orders are accepted at 1.800.533.0446. Please reference "#09-93" and indicate "10% Catalog Discount" on your order form or to your customer care representative when placing your order.

Gopher Sport thanks your district for their interest in our company, and we look forward to a rewarding partnership. Enjoy your day!

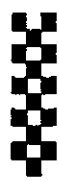
Best Regards,



Cheryl Green
Bid Coordinator

2525 Lemond St SW, PO Box 998, Owatonna, MN 55060-0998
Phone: 1-800-533-0446 • Fax: 1-800-451-4855 • Online: www.gophersport.com
Affirmative Action/Equal Employment Opportunity Employer

EXHIBIT _____



**EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7687**

January 27, 2010

Dear Team Sports of Texas;

FAX: 361-575-8219

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-93, PHYSICAL EDUCATION SUPPLIES CATALOG BID**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount is 0%, No minimum order, No Shipping fee, No Restocking fee and No packing/handling charges.

We are interested in knowing whether your company will extend this contract for an additional year. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: *[Signature]* 1/28/10 per original discounts, terms, and conditions.
Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
Vendor Signature

Team Sports of Texas
Company Name

Approved for Renewal:

Edinburg CISD Date

EXHIBIT _____

p. 1 of 2



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7687

January 27, 2010

Dear Palos Sports;

FAX: 877-800-5973

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-93, PHYSICAL EDUCATION SUPPLIES CATALOG BID**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount is 10%, ~~\$250.00~~ ^{\$100.00} minimum order required to receive discount & free freight, discount applies to all items, excluding the "five-for-life" curriculum; free freight applies to all items, excluding and items with an item # beginning with an "X" or "T" prefix—if we cannot FOB add 15% for shipping. Reference Contract #62025

We are interested in knowing whether your company will extend this contract for an additional year. If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: Joy P. Kingan per original discounts, terms, and conditions.
Vendor Signature

* PLEASE NOTE THAT THE MINIMUM ORDER AMOUNT HAS BEEN REDUCED FROM \$250 TO \$100.

NO: _____ I am not interested in extending my awarded contract.
Vendor Signature

Palos Sports, Inc.
Company Name

Approved for Renewal:

Edinburg CISD Date

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7687

January 27, 2010

Dear Riddell;

FAX: 210-684-4744

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-93, PHYSICAL EDUCATION SUPPLIES CATALOG BID**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount is 1 to 23%, No minimum order, No packing & handling charges, No restocking fee, add 15% for freight.

We are interested in knowing whether your company will extend this contract for an additional year. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: *Robin Campbell Hatchkiss*
Vendor Signature per original discounts, terms, and conditions.

NO: _____, I am not interested in extending my awarded contract.
Vendor Signature

R. J. Delle
Company Name

Approved for Renewal:

Edinburg CISD Date

EXHIBIT _____

Jan-27-10 10:38am From-EDINBURG CISD PURCHASING DEPT

9569837687

T-388 P.01/01 F-810



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7687

January 27, 2010

Dear Flaghouse, Inc;

FAX: 800-793-7922

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-93, PHYSICAL EDUCATION SUPPLIES CATALOG BID**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount is 10%, \$100.00 minimum order, Free shipping on parcel items, no packing/handling charges and Call vendor for restocking fees.

We are interested in knowing whether your company will extend this contract for an additional year. **If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.**

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: *John Holt* per original discounts, terms, and conditions.
Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
Vendor Signature

FLAGHOUSE INC
Company Name

Approved for Renewal:

Edinburg CISD Date

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7687

4/2/2010

January 27, 2010

Dear GL Sports;

FAX: 800-950-9301

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-93, PHYSICAL EDUCATION SUPPLIES CATALOG BID**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount is 0%, Shipping will be added to invoice, No minimum order, No packing/handling charges and Contact vendor for restocking fee. Your reference #43ED04.

We are interested in knowing whether your company will extend this contract for an additional year. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: *Please see Attached Discount program* per original discounts, terms, and conditions.
Vendor Signature

NO: _____ I am not interested in extending my awarded contract.
Vendor Signature

GL Sports
Company Name

Approved for Renewal:

Edinburg CISD Date
Jassi Wunhandal 2/17/10.



Date: 2/17/2010

Vendor	Discount	Notes
<p>GLSports PO Box 567 Brainerd, MN. 56401-0567 PH: 800-950-3320 FX: 800-950-9301 www.GLSports.com</p>	<p>11% With exceptions</p>	<p>Reference #43ED04 FREE Standard Ground Shipping for Orders above \$50, Oversize Shipping Charges will be Added to Oversize Items, Truck Shipped Items will be discounted and Truck Freight Shipping Charges will be Added, 2010 GLSports Physical Education Catalog Prices are guaranteed until 8/1/10, No restocking fee for free shipped items, No packing and handling charges</p>

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7687

February 23, 2010

NASCO
901 Janesville Ave.
P.O Box 901

Dear Nasco;

Fort Atkinson, WI 53538-0901

FAX: 920-558-5779

REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-93, PHYSICAL EDUCATION SUPPLIES CATALOG BID

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount is 10%, \$25.00 minimum order, Weights, dumbbells, furniture, large equipment and "Z" items are FOB shipping point, No packing/handling and Call vendor for restocking fee. Nasco Quote #09-31179

We are interested in knowing whether your company will extend this contract for an additional year. If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: [Signature] per original discounts, terms, and conditions.
Vendor Signature
Dave Johnson, Manager of Contract Sales

NO: _____ I am not interested in extending my awarded contract.
Vendor Signature

NASCO

Company Name

Approved for Renewal:

Edinburg CISD Date



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th / DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7687

January 27, 2010

Dear Barcelona Sporting Goods;

FAX: 512-335-7381

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-93, PHYSICAL EDUCATION SUPPLIES CATALOG BID**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount is 0%, \$100.00 minimum order, 5% Shipping fee, 15% Restocking fee and No packing/handling charges.

We are interested in knowing whether your company will extend this contract for an additional year. If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@edisd.us if you have any questions regarding this contract.

YES: Tommy Stallworth per original discounts, terms, and conditions.
Vendor Signature

NO: _____ I am not interested in extending my awarded contract.
Vendor Signature

BARCELONA SPORTING GOODS
Company Name

Approved for Renewal:

Edinburg CISD Date

ALL ORDERS MUST BE SENT TO
BARCELONA SPORTING GOODS
ATTN: TOMMY STALLWORTH
6702 LUCKENBACH LN. AUSTIN, TX 78729
PHONE & FAX 512 225 7381



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 888
EDINBURG, TEXAS 78541
PHONE: (856) 289-2311
FAX (956) 383-7687

January 27, 2010

Dear Pyramid School Products;

FAX: 813-621-7688

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-93, PHYSICAL EDUCATION SUPPLIES CATALOG BID**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount is 15%, \$75.00 minimum order, 20% Shipping fee, 20% Restocking fee plus freight and No packing/handling charges. Reference bid #09-93 (EDINBURG).

We are interested in knowing whether your company will extend this contract for an additional year. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

✓ YES: *James D. Miller*
Vendor Signature

per original discounts, terms, and conditions.
WITH EXCEPTION - SEE ATTACHED

NO: _____ I am not interested in extending my awarded contract.
Vendor Signature

PYRAMID SCHOOL PRODUCTS
Company Name

Approved for Renewal:

Edinburg CISD Date

Pyramid School Products
6510 North 54th Street
Tampa, Florida 33610-1908
(AC 813) 621-6446
(Toll Free) 800-792-2644
(Fax) 813-621-7688

EXHIBIT _____

**PYRAMID SCHOOL PRODUCTS**

6510 North 54th Street ~ Tampa, Florida 33610-1908

Phone (813) 621-6446 ~ Fax (813) 621-7688

Email: bids@pyramidsp.com

March 2, 2010

Page 1 of 2

TO: EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Attn: JACQUELINE KINGAN - BUYER
Fax #956-383-7687

RE: **Bid #09-93** (PE Supplies Catalog Discount Bid)
1st Renewal

Dear Ms. Kingan:

Please be advised that your request to extend pricing on the above referenced bid has been approved. The renewal period is from April 1st, 2010 through March 31st, 2011 at the same terms, conditions and specifications as originally agreed upon, with the following exception(s):

**15% Discount allowed on new 2010 Champion Catalog only.
(new catalog to follow via US mail)**

Should you need additional information or assistance, please feel free to contact me. We look forward to being of continued service to Edinburg CISD.

Sincerely,

Debbie Scallon
Bid Coordinator

(PH) 800-792-2644 x233

(FX) 813-621-7688

Email: dscallon@pyramidsp.com

EXHIBIT _____

APPROVAL OF BID 09-112, ATHLETIC TRAINER'S SUPPLIES FIRST AND FINAL CONTRACT RENEWAL

Superintendent's Recommendation

That the Board of Trustees approves the recommendation to accept the renewal of Athletic Trainer's Supplies as requested by the Athletic Department.

Rationale

This bid has a one year renewal option. Mr. Joe Filoteo, Director of Athletics and the awarded vendors have agreed in writing to continue this bid for an additional year at no increase in cost. The following schools athletic departments will utilize this bid: EHS, ENHS, JEHS, South Middle School, Memorial Middle School, Harwell Middle School, Barrientes Middle School, B.L. Garza Middle School and Brewster School. Each trainer orders supplies for their training rooms. They order items such as tape, gauze, ice bags, etc.

The administration sought competitive sealed bids on the above bid for the school district. Bid opening was held at the Business Office Building on March 25, 2009, at 4:00 P.M. where eleven (11) proposals were received, opened, and read aloud.

User Department

This item was requested by Joe Filoteo, Director of Athletics and the Athletic Trainer Coaches.

Budgetary Information

ACCOUNT	DESCRIPTION	APPROPRIATION	ENCUMBRANCES	EXPENDITURES	BALANCE
167-36-6399-40-XXX-091000	General Supplies	40,000.00	22,424.46	12,384.11	5,191.43
	TOTAL	40,000.00	22,424.46	12,384.11	5,191.43

Resource Personnel

Dr. René Gutiérrez
Sylvia D. Garcia
Jacqueline Kingan

Rigoberto V. Abrego
Joe Filoteo

Maria Luisa Guerra
Amaro Tijerina

Board Policy Reference

This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

Prepared by: Joe Filoteo
Joe Filoteo, Director of Athletics

Approved by: Maria Luisa Guerra
Maria Luisa Guerra, Asst. Supt. For Instruction/Support Serv.

Within Budgetary Allocations: Sylvia D. Garcia
Sylvia D. Garcia, Director for Finance

Approved by: Rigoberto V. Abrego
Rigoberto V. Abrego, Asst. Supt. For Finance/Operations

Recommended by: Dr. René Gutiérrez
Dr. René Gutiérrez, Superintendent of Schools

03-10-10P01:59 RCVD M

EXHIBIT _____, PAGE(S) _____

Notes for Bid Renewal
BID 09-112, ATHLETIC TRAINER'S SUPPLIES
March 30, 2010

1. **USER DEPARTMENTS:** The Athletic Trainer's will use this bid for medical supply purchases.
2. **TYPE OF BID:** This is a term bid beginning April 1, 2010 or soon thereafter and ending March 31, 2011. This is the first and final contract term renewal
3. **BID RENEWAL:** Both Mr. Joe Filoteo and the vendor have agreed in writing to renew the term contract. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** The catalog discounted prices will be available to the athletic trainer's who will be placing orders directly from the awarded vendors.
5. **UNIT PRICES:** The catalog discounts will remain the same for the term of the contract.
6. **ESTIMATED BID AWARD:** **\$40,000.00**
Depending on School Board approval of budget for School Year 2010-2011.

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
DRAWER 980
EDINBURG, TEXAS 78540
PHONE: (956) 289-2311
FAX (956) 383-7887

MEMORANDUM

Date: January 22, 2010
TO: Joe Filoteo, Athletic Coordinator
FROM: Jacqueline Kingan, Senior Buyer *JK*
SUBJECT: RENEWAL OF BID 09-112, ATHLETIC TRAINER'S SUPPLIES

There is an option to renew the above mentioned bid. Attached is the detailed information on what was awarded last year. Hopefully, this will assist you in making your decision.

Please sign and return back to me for processing. Let me know as soon as possible, if you have any questions, give me a call at 956-289-2311 Ext. 2137.

THANK YOU!

Yes, I want to renew: Joe Filoteo 1/25
No, I don't want to renew: _____

Reason why you don't want to renew:

Thank you.

Non-discrimination Statement

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.



**EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7687**

January 26, 2010

Dear A-Athletic & Medical Supply;

FAX: 713-861-7274

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-112, ATHLETIC TRAINER'S SUPPLIES**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount was 15%, \$150.00 minimum order, No shipping fee and No restocking fee.

We are interested in knowing whether your company will extend this contract for an additional six months. **If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.**

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: *[Handwritten Signature]* per original discounts, terms, and conditions.
Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
Vendor Signature

A-Athletic And Medical Supply Co., Inc.
Company Name

Approved for Renewal:

Edinburg CISD Date

EXHIBIT _____



**EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th / DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 363-7687**

January 26, 2010

Dear Alert Services, Inc;

FAX: 956-386-1567

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-112, ATHLETIC TRAINER'S SUPPLIES**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount was 20%, No minimum order, No shipping fee and 15% restocking fee - special order item non-returnable.

We are interested in knowing whether your company will extend this contract for an additional six months. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: Jaime Salinas, per original discounts, terms, and conditions.
Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
Vendor Signature

Alert Services, Inc. - Jaime Salinas - Sales Rep.
Company Name

Approved for Renewal:

Edinburg CISD Date



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 283-7687

January 26, 2010

Dear Henry Schein, Inc.

FAX: 631-390-8173

Handwritten note: (1) 1/28/10

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-112, ATHLETIC TRAINER'S SUPPLIES**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount was 18%, No minimum order, \$9.00 shipping/handling fee for orders under \$100.00 and Restocking fee for customer error and non stocked items.

We are interested in knowing whether your company will extend this contract for an additional six months. **If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.**

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: *Jane Vigano* per original discounts, terms, and conditions.
Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
Vendor Signature

Henry Schein Inc.
Company Name

Approved for Renewal:

_____ Date
Edinburg CISD

Jan-28-10 03:52pm

From-EDINBURG CISD PURCHASING DEPT

0569027687

T-342 P.01/01 F-789

100255060



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 323-7687

January 26, 2010

FAX: 800-222-1934

Dear Medco Supply Company

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-112, ATHLETIC TRAINER'S SUPPLIES**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount was 10%, No minimum order, No shipping/handling fee and No restocking fee. Medco Bid #100255060 - Customer #13466482.

We are interested in knowing whether your company will extend this contract for an additional six months. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: *Quarkie Ruffin* per original discounts, terms, and conditions.
Vendor Signature

NO: _____ I am not interested in extending my awarded contract.
Vendor Signature

Medco Supply Co.
Company Name

Approved for Renewal:

Edinburg CISD Date



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7687

January 26, 2010

FAX: 704-573-4047

Dear Medical Specialties, Inc.

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-112, ATHLETIC TRAINER'S SUPPLIES**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount was 5%, \$1.00 minimum order, Shipping/ handling charges to be added per UPS prices and Restocking fee to be added, please contact vendor.

We are interested in knowing whether your company will extend this contract for an additional six months. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: *M. Maguire* per original discounts, terms, and conditions.
Vendor Signature

NO: _____ I am not interested in extending my awarded contract.
Vendor Signature

Medical Specialties, Inc
Company Name

Approved for Renewal:

Edinburg CISD Date

Jan-28-10 03:54pm From-EDINBURG CISD PURCHASING DEPT

0808837887

T-844 P.01/01 F-781



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 2nd/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7887

January 26, 2010

FAX: 877-354-5916

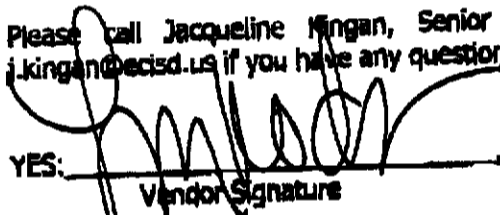
Dear Moore Medical LLC

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-112, ATHLETIC TRAINER'S SUPPLIES**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount was 16%. \$100.00 minimum order, \$11.00 shipping/handling charges if order is under \$100.00 - \$6.95 fee on ice products and Restocking fee to be charged after 30 days, please contact vendor. Vaccines, name brand pharmaceuticals & stryker stretchers are excluded from discounts.

We are interested in knowing whether your company will extend this contract for an additional six months. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: , per original discounts, terms, and conditions.
Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
Vendor Signature

Moore Medical LLC
Company Name

Approved for Renewal:

Edinburg CISD Date



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7667

January 26, 2010

JAN 26 2010

Dear Pocket Nurse;

FAX: 800-763-0237

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-112, ATHLETIC TRAINER'S SUPPLIES**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount was 0%, \$20.00 minimum order, Shipping/handling fees are located in catalog and Restocking fee located in catalog.

We are interested in knowing whether your company will extend this contract for an additional six months. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: *[Signature]*, per original discounts, terms, and conditions.
Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
Vendor Signature

Pocket Nurse
Company Name

Approved for Renewal:

Edinburg CISD Date



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 5th / DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2511
FAX (956) 383-7687

January 26, 2010

Dear Riddell

FAX: 210-684-4744

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-112, ATHLETIC TRAINER'S SUPPLIES**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount was 1 to 23%. No minimum order, Shipping/handling charges to be added if an item is tagged with "Freight will be added" with 15% minimum added to price and No restocking fee.

We are interested in knowing whether your company will extend this contract for an additional six months. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: *Robin Campbell-Hatchers* per original discounts, terms, and conditions.
Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
Vendor Signature

R. Riddell
Company Name

Approved for Renewal:

Edinburg CISD Date



**EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 PURCHASING DEPARTMENT
 411 North 8th/DRAWER 980
 EDINBURG, TEXAS 78541
 PHONE: (956) 289-2311
 FAX (956) 383-7687**

January 26, 2010

FAX: 800-235-1305

Dear School Health Corporation

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
 BID 09-112, ATHLETIC TRAINER'S SUPPLIES**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount was 12%, No minimum order, No shipping/handling fee on orders over \$90.00 and No restocking fee. Your Reference #1613178.

We are interested in knowing whether your company will extend this contract for an additional six months. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: *Scott Spalden* per original discounts, terms, and conditions.
 Vendor Signature

NO: _____ I am not interested in extending my awarded contract.
 Vendor Signature

School Health Corporation
 Company Name

Approved for Renewal:

_____ Date
 Edinburg CISD



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 PURCHASING DEPARTMENT
 411 North 8th / DRAWER 990
 EDINBURG, TEXAS 78541
 PHONE: (956) 289-2311
 FAX (956) 289-7687

January 26, 2010

Dear School Nurse Supply, Inc.

FAX: 800-485-2738

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
 BID 09-112, ATHLETIC TRAINER'S SUPPLIES**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start April 1, 2010 or soon thereafter and end March 31, 2011. Your discount was 7%, No minimum order, Shipping/handling fee on orders under \$50.00 and No restocking fee.

We are interested in knowing whether your company will extend this contract for an additional six months. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Jacqueline Kingan, Senior Buyer at 956-289-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: Jacqueline Kingan per original discounts, terms, and conditions.
 Vendor Signature

NO: _____ I am not interested in extending my awarded contract.
 Vendor Signature

School Nurse Supply
 Company Name

Approved for Renewal:

 Edinburg CISD Date

APPROVAL OF BID 09-121, HARDWARE SUPPLIES FIRST AND FINAL CONTRACT RENEWAL

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to renew the Hardware Supplies bid which is indicated in the attached renewal forms as being the most favorable and advantageous to the Edinburg CISD.

Rationale

This bid has a one year renewal option. Mr. Robert J. Saenz, Coordinator of Maintenance & Facilities and the awarded vendor have agreed in writing to continue this bid for an additional year at no increase in cost.

The administration sought competitive sealed bids for Hardware Supplies. Bid opening was held at the Business Office Building on April 15, 2009, at 3:00 P.M. where five (5) proposals were received, opened, and read aloud. Miscellaneous hardware supplies, such as water hoses, water jugs, gloves, shovels, etc. are essential in daily operation of maintenance district wide.

Budgetary Information


Account	Description	Aropriations	Encumbrance	Expenditure	Balance
199-xx-6319-xx-936-099000	Sup-Maint/Operations	2,600,356.00	355,709.74	1,148,421.05	1,096,225.21
199-xx-6399-xx-xxx-099000	Supplies	922,379.00	91,100.09	370,484.22	460,794.69
101-35-6319-60-938-099000	Sup-Maint/Operations	100,000.00	23,807.64	54,769.01	21,423.35
167-36-6399-88-xxx-091000	Supplies	37,500.00	10,396.95	15,018.83	12,084.22
162-11-6399-00-xxx-022000	Supplies	240,193.00	87,493.14	85,922.66	66,777.20
	TOTAL	3,900,428.00	568,507.56	1,674,615.77	1,657,304.67

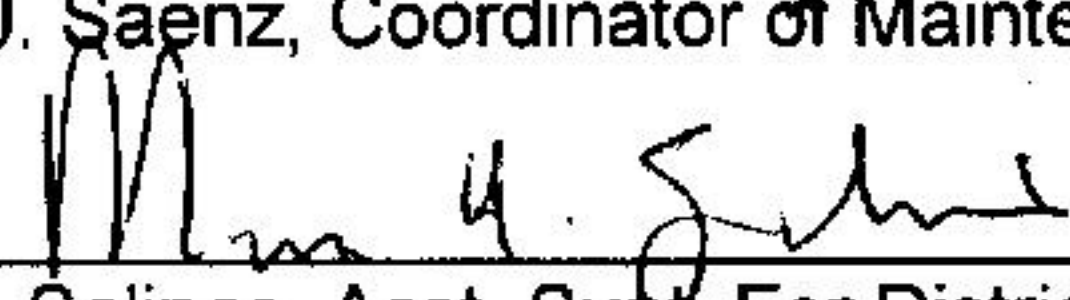
Resource Personnel

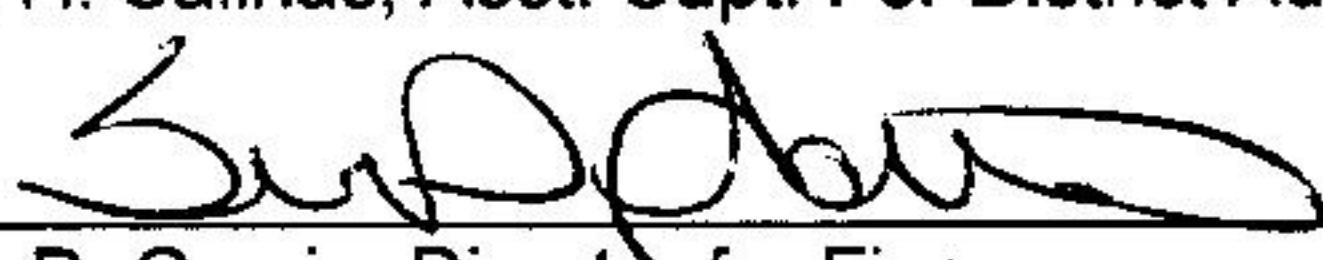
Dr. René Gutiérrez	Rigoberto V. Abrego	Sylvia D. Garcia
Mario H. Salinas	Robert J. Saenz	Amaro Tijerina
Kay W. Green		

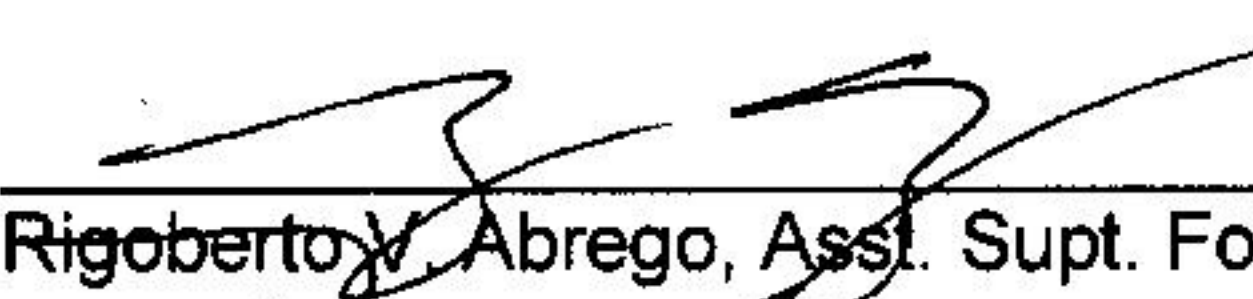
Board Policy Reference

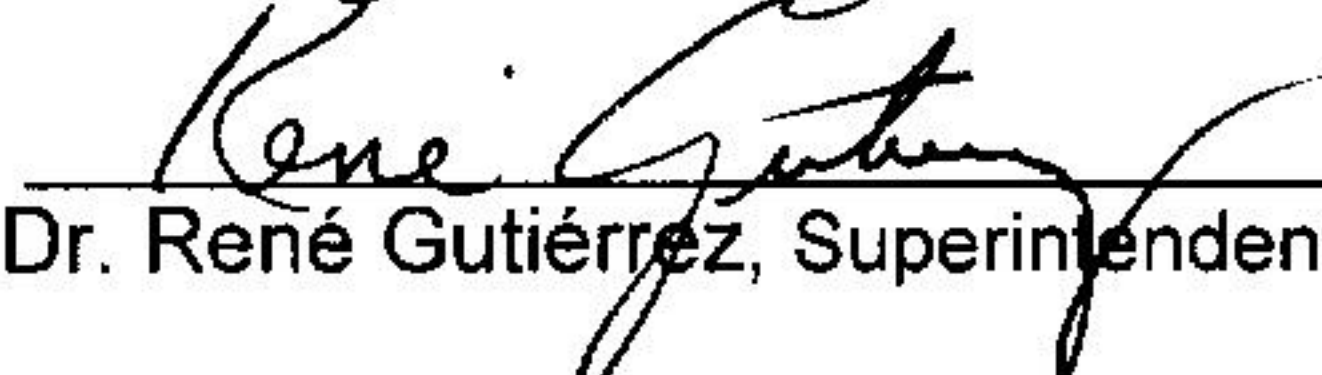
This is in accordance with Board Policy CH, Purchasing Law Bidding Requirements.

Prepared by: 
 Robert J. Saenz, Coordinator of Maintenance/Facilities

Approved by: 
 Mario H. Salinas, Asst. Supt. For District Administration

Within Budgetary Allocations: 
 Sylvia D. Garcia, Director for Finance

Approved by: 
 Rigoberto V. Abrego, Asst. Supt. For Finance/Operations

Recommended by: 
 Dr. René Gutiérrez, Superintendent of Schools

**Notes for Renewal
 Bid 09-121, Hardware Supplies First & Final Renewal
 March 30, 2010**

1. **USER DEPARTMENT:** This renewal was requested by Coordinator of Maintenance and Facilities. Mr. Robert J. Saenz will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a term contract for beginning May 1, 2010 and ending April 30, 2011. This is the first and final renewal contract.
3. **BID EVALUATION:** This bid was evaluated by Mr. Robert J. Saenz, Coordinator of Maintenance and Facilities. Final recommendations to the board are done by the Superintendent of School.
4. **ORDERING INFORMATION:** The catalog discounted prices will be available to the Maintenance and Facilities, Child Nutrition & Transportation Departments who will prepare purchase orders on an as needed basis following Board of Trustee approval.
5. **UNIT PRICES:** The catalog discounts will remain the same for the term of the contract.
6. **APPROXIMATE AMOUNT SPENT LAST CONTRACT PERIOD:**

March 1, 2009 – August 31, 2009	\$ 100.00
September 1, 2009 – March 10, 2010	<u>\$17,000.00</u>
Estimated Total	\$17,100.00

7. **TOTAL ESTIMATED AWARD RECOMMENDATION:**

VENDOR	DISCOUNT	NOTES
AWARDED VENDORS		
Alamo Iron Works	10%	No Shipping Fee No Return Fee within 45 days No Minimum Order
Beverly Hardware	15%	No Shipping Fee No Return Fee No Minimum Order
Fastenal Company	Varying	No Shipping Fee Restocking Fee No Minimum Order
Matt's Building Materials	2%	No Shipping Fee No Return Fee No Minimum Order

8. **ESTIMATED BID AWARD:**

May 1, 2010 – August 31, 2010	\$5,000.00
Pending Board Approval	
September 1, 2010 – April 30, 2011	<u>\$20,000.00</u>
ESTIMATED TOTAL	\$25,000.00

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
DRAWER 990
EDINBURG, TEXAS 78540
PHONE: (956) 289-2311
FAX (956) 383-7687

MEMORANDUM

Date: February 15, 2010
TO: Robert J. Saenz, Coordinator of Maintenance & Facilities
FROM: Kay W. Green, Buyer *KW*
SUBJECT: RENEWAL OF BID 09-121, HARDWARE SUPPLIES

There is an option to renew the above mentioned bid. Attached is the detailed information on what was awarded last year. Hopefully, this will assist you in making your decision.

Please sign and return back to me for processing. Let me know as soon as possible, if you have any questions, give me a call at 956-289-2311 Ext. 2178.

Yes, I want to renew:

[Handwritten Signature]

No, I don't want to renew:

Reason why you don't want to renew:

THANK YOU!

Non-discrimination Statement

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in all educational programs.

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7687 -

February 17, 2010

Dear Alamo Iron Works,

FAX: 210-704-8351

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-121, HARDWARE SUPPLIES**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start May 1, 2010 or soon thereafter and end April 30, 2011. Please see attachment for current pricing.

We are interested in knowing whether your company will extend this contract for an additional contract period. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Kay W. Green, Buyer at 956-289-2311, Ext. 2178 or e-mail at k.green@ecisd.us if you have any questions regarding this contract.

YES: John L. per original discounts, terms, and conditions.
Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
Vendor Signature

Alamo Iron Works
Company Name

Approved for Renewal:

Edinburg CISD Date

EXHIBIT _____



**EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7687**

February 17, 2010

Dear Beverly's Hardware,


FAX: 956-383-4737

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-121, HARDWARE SUPPLIES**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start May 1, 2010 or soon thereafter and end April 30, 2011. Please see attachment for current pricing.

We are interested in knowing whether your company will extend this contract for an additional contract period. **If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.**

Please call Kay W. Green, Buyer at 956-289-2311, Ext. 2178 or e-mail at k.green@ecisd.us if you have any questions regarding this contract.

YES:  per original discounts, terms, and conditions.
Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
Vendor Signature


Company Name

Approved for Renewal:

Edinburg CISD Date

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7687

February 17, 2010

Dear Fastenal Company,


FAX: 507-494-6423

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-121, HARDWARE SUPPLIES**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start May 1, 2010 or soon thereafter and end April 30, 2011. Please see attachment for current pricing:

We are interested in knowing whether your company will extend this contract for an additional contract period. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Kay W. Green, Buyer at 956-289-2311, Ext. 2178 or e-mail at k.green@ecisd.us if you have any questions regarding this contract.

YES: , per original discounts, terms, and conditions.
Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
Vendor Signature

FASTENAL COMPANY
Company Name

Approved for Renewal:

Edinburg CISD Date

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7687

February 17, 2010

Dear Matt's Building Materials,

FAX: 956-787-6953

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-121, HARDWARE SUPPLIES**

Our original bid specifications provided for an extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start May 1, 2010 or soon thereafter and end April 30, 2011. Please see attachment for current pricing.

We are interested in knowing whether your company will extend this contract for an additional contract period. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Kay W. Green, Buyer at 956-289-2311, Ext. 2178 or e-mail at k.green@ecisd.us if you have any questions regarding this contract.

YES: *Danny [Signature]* per original discounts, terms, and conditions.
Vendor Signature

NO: _____ I am not interested in extending my awarded contract.
Vendor Signature

MATT'S BUILDING MATERIALS
Company Name

NOTE: PRICES MAY CHANGE AFTER 90 DAYS FROM RENEWAL DATE.

Approved for Renewal:

Edinburg CISD Date

EXHIBIT _____

APPROVAL OF BID 10-84, FINE ARTS – CONCERT ATTIRE

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the bid for Concert Attire as requested by the Fine Arts Department which is indicated in the attached bid tabulation as being the most favorable and advantageous to the district.

Rationale

Administration sought competitive sealed bids for Concert Attire. Bid opening was held at the Business Office Building on February 15, 2010, at 3:00 P.M. where twelve (12) bids were received, opened, and read aloud.

The Fine Arts Department is requesting this type of professional concert attire for UIL events, TMEA Region concerts and local ECISD concerts. All three school organizations, which are band, choir, orchestra, will be using this attire at the middle schools. ECISD middle school students do not currently have any concert attire for UIL events, TMEA events or local concerts. When the students go to these events or concerts they use their own uniforms which do not look "uniform". A professional dress uniform will help the student's morale and give them pride in their performance.

User Department

This item was requested by Nelinda Villarreal, Director for Fine Arts.

Budgetary Information

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
166-11-6395-06-xxx-011-000	Clothing for Students	38,700.00	514.80	2,082.82	36,102.38
166-11-6395-22-xxx-011-000	Clothing for Students	36,100.00	0.00	0.00	36,100.00
166-11-6395-67-xxx-011-000	Clothing for Students	16,000.00	0.00	0.00	16,000.00
TOTAL		90,800.00	514.80	2,082.82	88,202.38

Resource Personnel

Dr. René Gutiérrez	Maria Luisa Guerra	Claudina E. Longoria
Rigoberto V. Abrego	Nelinda Villarreal	
Sylvia D. Garcia	Amaro Tijerina	


Board Policy Reference

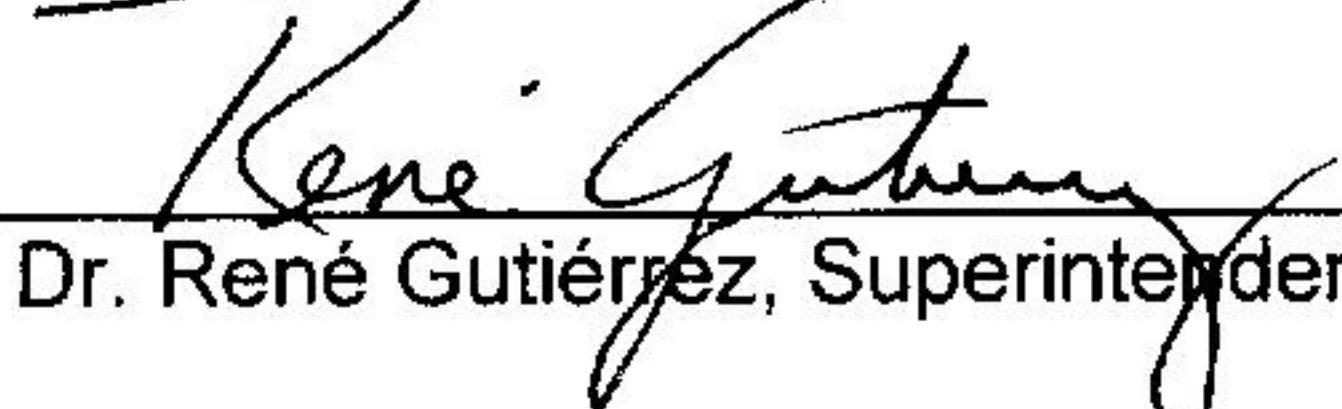
This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

Requested by: 
 Nelinda Villarreal, Director of Fine Arts

Approved by: 
 Maria Luisa Guerra, Asst. Supt. for Instruction/Support Services

Within Budgetary Allocations : 
 Sylvia D. Garcia, Director of Finance

Approved by: 
 Rigoberto V. Abrego, Assist. Supt. for Finance/Operations

Recommended by: 
 Dr. René Gutiérrez, Superintendent of Schools

**Notes for Proposal Tabulation
 BID 10-84, Fine Arts – Concert Attire
 March 30, 2010**

1. **USER DEPARTMENT:** This proposal was requested by the Fine Arts Department. Nelinda Villarreal will be present to answer any detailed questions regarding this proposal.
2. **TYPE OF PROPOSAL:** This is a term bid beginning March 1, 2010 or soon thereafter and ending February 11, 2010. There will be an option to renew annually for an additional year, if all parties agree to the renewal in writing. In no instance shall this extension be considered automatic. There will be no price increase allowed on these specifications for the duration of the contract renewals.
3. **PROPOSAL EVALUATION:** This bid was evaluated by Chad Dempsey, Cynthia Y. Graham, Sara J. Hobbs from the Fine Arts Department. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** The Band Directors will prepare the Purchase Orders on an "as needed basis".
5. **AMOUNT SPENT LAST YEAR:** This is the first time for this type of bid.
6. **AWARD RECOMMENDATION:**

VENDOR	AWARD RECOMMENDATION
Walker Enterprises dba/Tuxedo Wholesale	\$ 27,922.50
Southeastern Performance	\$ 33,810.00
Cousin's Uniform	\$ 1,298.50
GRAND TOTAL	\$ 63,031.00

7. **EVALUATION NOTES:**

A – AWARD RECOMMENDATION

ITEM #1:

1. Southeastern – Quality of material will not hold up over the years.
2. Stage Accents – Neckline did not meet specifications.
3. Formal Fashions – Quality of material will not hold up over the years.
4. Cousins Uniform – Quality of fabric looks low plus holding up over time.
5. Simco – Low quality of sewing.
6. Formal Fashions – Quality of material fabric will not hold up through the years.

ITEM #3

1. Al's Formal Wear – Quality for use over several years not good.

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
EXTENDED AMOUNT ANALYSIS

VENDOR 1 (2059)

VENDOR 2 (449)

VENDOR 3 (6942)

CONTROL: 10 CONCERT U	WALKER ENTERPRISES INC DB	SOUTHEASTERN PERFORMANCE	COUSIN'S UNIFORM & TUX, L
PAGE/PART: 1/1	PEORIA AZ 85380-1087	DOTHAN AL 36306-1020	STAMFORD CT 06902
BUYER: CLAUDINA E. LONGORIA	DELIVERY DAYS: 30	35	30
OPEN DATE: 02/15/10	TERMS: -1% IF PAID IN 15 DAYS	NET 30	NET 30
EFFECTIVE: 03/01/10	OTHER 1: JAMES A WALKER	J E SALIBA	BARRY CHAVKIN
EXPIRATION: 02/28/11	OTHER 2:		
ENTERED: 02/16/10	NOTE:		
PRINTED: 03/09/10	CODES:		

200-72-10010-8 LADIES DRESS GOWN, Crew V-notch neckline and waistline dress, 100%	657 EACH	27922.50 A ✓	24309.00* 1	26247.15 4
200-72-10015-7 MEN'S/BOYS TUXEDO, 5 pieces tuxedo to include: Coat - polyester notch	490 EACH	41405.00	33810.00* A ✓	36505.00
200-72-10020-7 NYLON GARMENT BAGS, 40" nylon bag with zipper and window ID, no shoe	490 EACH	2915.50	3381.00	1298.50 A ✓

Award Recommendation 27,922.50 33,810.00 1,298.50

ITEM COMMENTS

ITEM# VENDOR COMMENT

"NO BID" AND LATE RESPONSES

901 1104 ARAMARK UNIFORM (WEARGUARD)
902 1537 STANBURY UNIFORMS INC
903 2890 TOTE UNLIMITED

CODE DEFINITIONS

* Low Bid On Item
1 See Evaluation Notes
4 See Evaluation Notes
A AWARD RECOMMENDATION
LT Low Total
NI DidNot Bid All Items

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 EXTENDED AMOUNT ANALYSIS

VENDOR 4 (1734)

VENDOR 5 (6942-1)

VENDOR 6 (6941)

CONTROL: 10 CONCERT U	AL'S FORMAL WEAR	COUSIN'S UNIFORM & TUX, L	DANCE SOPHISTICATES
PAGE/PART: 1/2	HOUSTON TX 77030	STAMFORD CT 06902	INDIANAPOLIS IN 46203
BUYER: CLAUDINA E. LONGORIA	DELIVERY DAYS: 30	NET 30	NET 30
OPEN DATE: 02/15/10	TERMS: NET 30	BARRY CHAVKIN	DENISE L DENNIS
EFFECTIVE: 03/01/10	OTHER 1: MELINDA GORDON		
EXPIRATION: 02/28/11	OTHER 2:		
ENTERED: 02/16/10	NOTE:		
PRINTED: 03/09/10	CODES:		

200-72-10010-8	LADIES DRESS GOWN, Crew V-notch neckline and waistline dress, 100%	657 EACH	NB		31174.65
200-72-10015-7	MEN'S/BOYS TUXEDO, 5 pieces tuxedo to include: Coat - polyester notch	490 EACH	35721.00	NB	NB
200-72-10020-7	NYLON GARMENT BAGS, 40" nylon bag with zipper and window ID, no shoe	490 EACH	975.10* 1	4385.50	NB
			<u>0</u>	<u>0</u>	<u>0</u>

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
EXTENDED AMOUNT ANALYSIS

VENDOR 7 (3183)

VENDOR 8 (3183-1)

VENDOR 9 (447)

CONTROL: 10 CONCERT U

PAGE/PART: 1/3

BUYER: CLAUDINA E. LONGORIA

OPEN DATE: 02/15/10

EFFECTIVE: 03/01/10

EXPIRATION: 02/28/11

ENTERED: 02/16/10

PRINTED: 03/09/10

DELIVERY DAYS:

TERMS:

OTHER 1:

OTHER 2:

NOTE:

CODES:

DEMOULIN BROS & COMPANY
GREENVILLE IL 62246

45

NET 30

WILLIAM S MARSDEN

DEMOULIN BROS & COMPANY
GREENVILLE IL 62246

45

NET 30

WILLIAM S MARSDEN

FORMAL FASHIONS INC
TEMPE AZ 85283

30

NET 30

GINGER SMITH

200-72-10010-8 LADIES DRESS GOWN, Crew V-notch neckline and waistline dress, 100%	657 EACH	NB		NB	25951.50 3
200-72-10015-7 MEN'S/BOYS TUXEDO, 5 pieces tuxedo to include: Coat - polyester notch	490 EACH	44957.50		NB	38710.00
200-72-10020-7 NYLON GARMENT BAGS, 40" nylon bag with zipper and window ID, no shoe	490 EACH	4410.00		1715.00	2817.50

0
0
0

EXHIBIT _____

CONTROL: 10 CONCERT U		FORMAL FASHIONS INC	FORMAL FASHIONS INC	FORMAL FASHIONS INC
PAGE/PART: 1/4	DELIVERY DAYS: 30	TEMPE AZ 85283	TEMPE AZ 85283	TEMPE AZ 85283
BUYER: CLAUDINA E. LONGORIA	TERMS: NET 30		NET 30	NET 30
OPEN DATE: 02/15/10	OTHER 1: GINGER SMITH		GINGER SMITH	GINGER SMITH
EFFECTIVE: 03/01/10	OTHER 2:			
EXPIRATION: 02/28/11	NOTE:			
ENTERED: 02/16/10	CODES:			
PRINTED: 03/09/10				

200-72-10010-8 LADIES DRESS GOWN, Crew	657 EACH	26608.50 6	29565.00	30222.00
V-notch neckline and waistline dress, 100%				
200-72-10015-7 MEN'S/BOYS TUXEDO, 5	490 EACH	38710.00	41160.00	41160.00
pieces tuxedo to include: Coat - polyester notch				
200-72-10020-7 NYLON GARMENT BAGS, 40"	490 EACH	2817.50	2817.50	2817.50
nylon bag with zipper and window ID, no shoe				
		<u>0</u>	<u>0</u>	<u>0</u>

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT	VENDOR 13 (2321)	VENDOR 14 (9467)	VENDOR 15 (9467-1)
EXTENDED AMOUNT ANALYSIS	-----		
CONTROL: 10 CONCERT U	NORTHEAST BAND SUPPLY COM	SIMCO FORMALWEAR	SIMCO FORMALWEAR
PAGE/PART: 1/5	WATERLOO NY 13165-1432	COUNTRYSIDE IL 60525	COUNTRYSIDE IL 60525
BUYER: CLAUDINA E. LONGORIA	DELIVERY DAYS: 60	30	30
OPEN DATE: 02/15/10	TERMS: -2% IF PAID 30 DAYS	NET 30	NET 30
EFFECTIVE: 03/01/10	OTHER 1: CHARLES S HOLMES	PRASHANT SHETH	PRASHANT SHETH
EXPIRATION: 02/28/11	OTHER 2:		
ENTERED: 02/16/10	NOTE:		
PRINTED: 03/09/10	CODES:		

200-72-10010-8 LADIES DRESS GOWN, Crew	657 EACH	35050.95	26247.15 5	NB
V-notch neckline and waistline dress, 100%				
200-72-10015-7 MEN'S/BOYS TUXEDO, 5	490 EACH	33834.50	38220.00	NB
pieces tuxedo to include: Coat - polyester notch				
200-72-10020-7 NYLON GARMENT BAGS, 40"	490 EACH	3439.80	3920.00	1543.50
nylon bag with zipper and window ID, no shoe				

0

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0

EXHIBIT _____

CONTROL: 10 CONCERT U		AMERICAN BAND ACCESSORIES	STAGE ACCENTS	STAGE ACCENTS
PAGE/PART: 1/6	DELIVERY DAYS: 45	NORTH LAS VEGAS NV 89032	NORTHVALE NJ 07647	NORTHVALE NJ 07647
BUYER: CLAUDINA E. LONGORIA	TERMS: NET 30		NET 30	NET 30
OPEN DATE: 02/15/10	OTHER 1: RONALD DUPRAU		DEBORAH FRIEND	DEBORAH FRIEND
EFFECTIVE: 03/01/10	OTHER 2:			
EXPIRATION: 02/28/11	NOTE:			
ENTERED: 02/16/10	CODES:			
PRINTED: 03/09/10				

200-72-10010-8 LADIES DRESS GOWN, Crew	657 EACH	NB	31864.50	25951.50 2
V-notch neckline and waistline dress, 100%				
200-72-10015-7 MEN'S/BOYS TUXEDO, 5	490 EACH	44075.50	38465.00	NB
pieces tuxedo to include: Coat - polyester notch				
200-72-10020-7 NYLON GARMENT BAGS, 40"	490 EACH	1494.50	4385.50	NB
nylon bag with zipper and window ID, no shoe				

0
0
0

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
EXTENDED AMOUNT ANALYSIS

VENDOR 19 (448-2)

VENDOR 20 (8927)

VENDOR 21 (5486-1)

STAGE ACCENTS
NORTHVALE NJ 07647

TOP HAT FORMAL WEAR
MCALLEN TX 78501

AMERICAN BAND ACCESSORIES
NORTH LAS VEGAS NV 89032

CONTROL: 10 CONCERT U

PAGE/PART: 1/7

DELIVERY DAYS:

BUYER: CLAUDINA E. LONGORIA

TERMS:

OPEN DATE: 02/15/10

OTHER 1:

EFFECTIVE: 03/01/10

OTHER 2:

EXPIRATION: 02/28/11

NOTE:

ENTERED: 02/16/10

CODES:

PRINTED: 03/09/10

200-72-10010-8 LADIES DRESS GOWN, Crew V-notch neckline and waistline dress, 100%	657 EACH	25951.50	NB	NB
200-72-10015-7 MEN'S/BOYS TUXEDO, 5 pieces tuxedo to include: Coat - polyester notch	490 EACH	NB	60735.50	NB
200-72-10020-7 NYLON GARMENT BAGS, 40" nylon bag with zipper and window ID, no shoe	490 EACH	NB	4655.00	4042.50

0
0
0

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
REFERENCE LIST

03/09/10

PAGE 1

10-84, FINE ARTS - CONCERT ATTIRE

3880 74-2916531
ADVANTAGE UNIFORM STUDIO
1325 NORTH FLORES
PH/FAX DISC/800 INVALID*
SAN ANTONIO, TX 78212

1734 75-2197627
AL'S FORMAL WEAR
7807 S. MAIN
HOUSTON, TX 77030

5486 364481649
AMERICAN BAND ACCESSORIES, INC
3031 N. COLEMAN
NORTH LAS VEGAS, NV 89032

1104 232678703
ARAMARK UNIFORM (WEARGUARD)
141 LONGWATER DRIVE
NORWELL, MA 02061

2999 75-1295071
ASCOT FORMAL WEAR
7807 SOUTH MAIN
HOUSTON, TX 77030

497 1-57-03588036
CINTAS CORPORATION #538
700 DAWSON RD.
MERCEDAS, TX 78570-4339

6942 06-1505123
COUSIN'S UNIFORM & TUX, LLC
360 FAIRFIELD AVENUE
STAMFORD, CT 06902

6941
DANCE SOPHISTICATES
647 VIRGINIA AVENUE
INDIANAPOLIS, IN 46203

3183 37-0244250
DEMOULIN BROS & COMPANY
1025 SOUTH 4TH STREET
GREENVILLE, IL 62246

9466
DIRECTOR'S SHOWCASE
PO BOX 229
LIGONIER, IN 46767-0229

6263 636446344
DURATEX APPAEL
4115 PECAN BLVD. SUITE C
COPPERFIELD PLAZA
MCALLEN, TX 78501

9147
EMBROIDERY EXPRESS
620 S. TEXAS BLVD.
SUITE E
WESLACO, TX 78596

3181 31-1189917
FECHHEIMER BAND UNIFROM CO
122 STRIBLING
SAN ANTONIO, TX 78204

447 86-0936591
FORMAL FASHIONS INC
1500 WEST DRAKE DRIVE
TEMPE, AZ 85283

7188 411670526
G & K SERVICES
425 JAMES RICHARD CLOSNER
SUITE A
LA FERIA, TX 78559

8351 1-20-5707192-5
INTERNATIONAL APPAREL WAREHOUS
DBA; DURTEX APPAREL
4115 PECAN BLVD. SUITE C
MCALLEN, TX 78501

7279 71-0883644
JRF INDUSTRIES DBA JR UNIFORMS
P.O. BOX 90943
SAN ANTONIO, TX 78209

7924 74-1156427
KEL-LAC UNIFORMS INC.
7016 HWY 90 WEST
SAN ANTONIO, TX 78227

7915 74-2493737
MILLER UNIFORMS & EMBLEMS INC
650 CANION ST
AUSTIN, TX 78752

3865 94-3193728
MIRMONT UNIFORMS
P.O. BOX 7875
FORT WORTH, TX 76111

2321 16-1402709
NORTHEAST BAND SUPPLY COMPANY
127 E MAIN STREET
WATERLOO, NY 13165-1432

1014 132648621
S&H UNIFORMS CORPORATION
ONE AQUEDUCT ROAD
WHITE PLAINS, NY 10606

EXHIBIT _____

10-84, FINE ARTS - CONCERT ATTIRE

9467
SIMCO FORMALWEAR
5436 DANSHER RD
COUNTRYSIDE, IL 60525

449 63-0852856
SOUTHEASTERN PERFORMANCE APPAR
142 WOODBURN DRIVE
DOTHAN, AL 36306-1020

448 22-193-4037
STAGE ACCENTS
234 INDUSTRIAL PARKWAY
NORTHVALE, NJ 07647

1537 43-1268-134
STANBURY UNIFORMS INC
P O BOX 100
BROOKFIELD, MO 64628

8927 57-1212304
TOP HAT FORMAL WEAR
521 N. 10TH ST.
MCALLEN, TX 78501

2890 75-15867004-4
TOTE UNLIMITED
1401 SOUTH SYLVANIA
FT WORTH, TX 76111

3073 840339640
TUXALL UNIFORM & EQUIPMENT
3188 MERCIER STREET
KANSAS CITY, MO 64111

7948 203240786
TYLER UNIFORMS, INC.
228 S. ENGLEWOOD AVE.
TYLER, TX 75702

2059 86-0252354
WALKER ENTERPRISES INC DBA;
TUXEDO WHOLESALER
P.O. BOX 1087
PEORIA, AZ 85380-1087

Vendors Printed: 31

APPROVAL OF BID 10-91, LEVER LOCKS AND CYLINDER SUPPLIES

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the Lever Locks and Cylinder Supplies bid which is indicated in the attached bid tabulation as being the most favorable and advantageous to the Edinburg CISD.

Rationale

The administration sought competitive sealed bids for the Lever Locks and Cylinder Supplies. Bid opening was held at the Business Office Building on February 26, 2010, at 3:30 P.M. six (6) proposals were opened. Lever locks and cylinder supplies are needed to perform daily maintenance repairs on interior and exterior doors district wide. Parts are also used to comply with federal , state and local codes and regulations as to ensure the safety of students and staff.

Budgetary Information

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
199-51-6319-63-936-099-000	Supplies Maint/Operation	75,000.00	11,404.50	26,477.20	37,118.30
	TOTAL	75,000.00	11,404.50	26,477.20	37,118.30

Resource Personnel

Dr. René Gutiérrez	Rigoberto V. Abrego	Sylvia D. Garcia
Mario H. Salinas	Robert J. Saenz	Amaro Tijerina
Kay W. Green		

Board Policy Reference

This is in accordance with Board Policy CH, Purchasing Law Bidding Requirements.

Prepared by: *Robert J. Saenz* by *Robert Saenz*
 Robert J. Saenz, Coordinator of Maintenance/Facilities

Approved by: *Mario H. Salinas*
 Mario H. Salinas, Asst. Supt. For District Administration

Within Budgetary Allocations: *Sylvia D. Garcia*
 Sylvia D. Garcia, Director for Finance

Approved by: *Rigoberto V. Abrego*
 Rigoberto V. Abrego, Asst. Supt. For Finance/Operations

Recommended by: *René Gutiérrez*
 Dr. René Gutiérrez, Superintendent of Schools

**Notes for Bid Tabulation
 Bid 10-91, Lever Locks and Cylinder Supplies
 March 30, 2010**

1. **USER DEPARTMENT:** This bid was requested by Coordinator of Maintenance and Facilities. Mr. Robert J. Saenz will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a term contract beginning April 1, 2010 or soon thereafter and ending March 31, 2011 with an option to renew for another year.
3. **BID EVALUATION:** This bid was evaluated by Mr. Robert J. Saenz, Coordinator of Maintenance and Facilities. Final recommendations to the board are done by the Superintendent of School.
4. **ORDERING INFORMATION:** Maintenance and Facilities department will prepare the purchase order on an as needed basis following Board of Trustee approval.
5. **APPROXIMATE AMOUNT SPENT LAST YEAR:** \$42,000.00
6. **TOTAL AWARD RECOMMENDATION:**

VENDOR	AWARD RECOMMENDATION
Clark Security Products 10390 Shady Trail Dallas, TX 75220 Contact: Baron Hauford PH: 800-483-5625 FX: 888-682-3329	\$38,512.75
Majestic Lock 65 Leliarts Lane Elmwood Park, NJ 07407 Contact: Stephanie MacFarlane PH: 800-441-9324 FX: 201-475-8484	\$10,361.00
Link & Associates, Inc 817 East White Wing Ave. McAllen, TX 78501 Contact: Ted C. Link PH: 956-631-5465 FX: 956-687-5465	\$606.00
Fairway Supply, Inc 2811 B West Expressway 83 La Feria, TX 78559 Contact: Tommy Newman PH: 866-676-3247 FX: 956-797-2174	\$442.00
Allen Industrial Supply 1309 Business Park Dr Mission, TX 78572 Contact: H. Akin PH: 956-584-2000 FX: 956-584-2277	\$71.36
TOTAL AWARD RECOMMENDATION	\$49,993.11

7. **BID EVALUATION NOTES:**
 - A - Award recommendation to lowest overall and most advantageous bidder.
 - B - Bid on substitute item.
 - C - Tie awarded by draw.

EXHIBIT _____

CONTROL: 09 LEVER LOC
 PAGE/PART: 1/1
 BUYER: KAY GREEN
 OPEN DATE: 02/26/10
 EFFECTIVE: 04/01/10
 EXPIRATION: 03/31/11
 ENTERED: 02/26/10
 PRINTED: 03/08/10

DELIVERY DAYS: 5

TERMS: NET 30
 OTHER 1: BARON HALLFORD
 OTHER 2:
 NOTE:
 CODES:

MAJESTIC LOCK
 ELMWOOD PARK NJ 07407
 7
 NET 30
 STEPHANIE MACFARLANE

LINK AND ASSOCIATES INC
 MCALLEN TX 78502-4705
 15
 NET 30
 TED C LINK

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE	STATUS	AMOUNT
450-55-10010-6	SCHLAGE, D94PD RHO 626, CLASSROOM	25 EACH	4783.50	4725.00	A ✓	5625.00
450-55-10020-5	SCHLAGE, D92PD RHO 626, ENTRY	8 EACH	1530.72	1512.00	A ✓	1800.00
450-55-10030-4	SCHLAGE, D96PD RHO 626, STORAGE	8 EACH	1530.72	1512.00	A ✓	1800.00
450-55-10040-3	SCHLAGE, D40S RHO 626, PRIVACY	12 EACH	1779.60	1764.00	A ✓	2040.00
450-55-10050-2	SCHLAGE, D10S RHO 626, PASSAGE	2 EACH	257.14	254.00	A ✓	310.00
450-55-10060-1	SCHLAGE, 20-022 RIM LOCK CYLINDER Used with various exit devices, garage doors,	12 EACH	250.68* A ✓	288.00		300.00
450-55-10070-0	SCHLAGE, 20-001 MORTICE CYLINDER, L SERIES CAM Are threaded solid brass pin tumbler units	17 EACH	555.39	459.00		459.00
450-55-10080-9	SCHLAGE, b660p 626, HEAVY DUTY SINGLE CYLINDER, DEADBOLT Either an outside key or	4 EACH	247.20* A ✓	260.00		288.00
450-55-10090-8	SCHLAGE, B662 626, HEAVY DUTY DOUBLE CYLINDER, DEADBOLT Key from either side	4 EACH	317.04* A ✓	332.00		372.00
450-55-10100-5	SCHLAGE, B663 626, HEAVY DUTY CLASSROOM SINGLE CYLINDER DEADBOLT	4 EACH	257.40* A ✓	268.00		300.00
450-55-10110-4	YALE 5408 LN AV LOCKSET 2-3/4 26D	14 EACH	2375.10* A ✓	2590.00		3150.00
450-55-10120-3	YALE 5407 LN AV LOCKSET 2-3/4 26D	6 EACH	1017.90* A ✓	1110.00		1320.00
450-55-10130-2	YALE 3622A CYLINDER X CYLINDER DEADBOLTS 2-3/4 26D	2 EACH	153.18* A ✓	186.00		180.00
450-55-10140-1	YALE 3612A CYLINDER X THUMBTURN DEADBOLTS 2-3/4 26D	2 EACH	112.00* A ✓	136.00		140.00
450-55-10150-0	YALE 7100 SERIES PANIC DEVICES 26D	4 EACH	1744.24* A ✓	1904.00		2800.00
450-55-10160-9	MONARCH 18 SERIES PANIC DEVICE 32D RIM	4 EACH	1332.28* A ✓	1840.00		2000.00
450-55-10170-8	VON DUPRIN 88NL PANIC	2 EACH	1134.94* A ✓	1220.00		1200.00

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT		VENDOR 4 (1500)	VENDOR 5 (534)	VENDOR 6 (8308)	
EXTENDED AMOUNT ANALYSIS		-----			
CONTROL: 09 LEVER LOC		FAIRWAY SUPPLY INC	ALLEN INDUSTRIAL SUPPLY	STANLEY SECURITY SOLUTION	
PAGE/PART: 1/2	DELIVERY DAYS:	LA FERIA TX 78559	MISSION TX 78572	SAN ANTONIO TX 78230	
BUYER: KAY GREEN	TERMS: NET 30		90	10	
OPEN DATE: 02/26/10	OTHER 1: TOMMY NEWMAN		NET 30	NET 30	
EFFECTIVE: 04/01/10	OTHER 2:		H. AKIN	AARON SCHULTZ	
EXPIRATION: 03/31/11	NOTE:				
ENTERED: 02/26/10	CODES:				
PRINTED: 03/08/10					
450-55-10010-6	SCHLAGE, D94PD RHO 626, CLASSROOM	25 EACH	5325.00	6230.00	4477.75* B
450-55-10020-5	SCHLAGE, D92PD RHO 626, ENTRY	8 EACH	1704.00	1993.60	1432.88* B
450-55-10030-4	SCHLAGE, D96PD RHO 626, STORAGE	8 EACH	1704.00	1993.60	1432.88* B
450-55-10040-3	SCHLAGE, D40S RHO 626, PRIVACY	12 EACH	1980.00	2317.68	1777.80
450-55-10050-2	SCHLAGE, D10S RHO 626, PASSAGE	2 EACH	286.00	334.12	256.04
450-55-10060-1	SCHLAGE, 20-022 RIM LOCK CYLINDER Used with various exit devices, garage doors,	12 EACH	276.00	326.40	NB
450-55-10070-0	SCHLAGE, 20-001 MORTICE CYLINDER, L SERIES CAM Are threaded solid brass pin tumbler units	17 EACH	442.00* A ✓	509.49	NB
450-55-10080-9	SCHLAGE, b660p 626, HEAVY DUTY SINGLE CYLINDER, DEADBOLT Either an outside key or	4 EACH	276.00	335.24	NB
450-55-10090-8	SCHLAGE, B662 626, HEAVY DUTY DOUBLE CYLINDER, DEADBOLT Key from either side	4 EACH	352.00	412.92	NB
450-55-10100-5	SCHLAGE, B663 626, HEAVY DUTY CLASSROOM SINGLE CYLINDER DEADBOLT	4 EACH	288.00	335.24	NB
450-55-10110-4	YALE 5408 LN AV LOCKSET 2-3/4 26D	14 EACH	2884.00	3488.80	NB
450-55-10120-3	YALE 5407 LN AV LOCKSET 2-3/4 26D	6 EACH	1236.00	1495.20	NB
450-55-10130-2	YALE 3622A CYLINDER X CYLINDER DEADBOLTS 2-3/4 26D	2 EACH	186.00	206.46	NB
450-55-10140-1	YALE 3612A CYLINDER X THUMBTURN DEADBOLTS 2-3/4 26D	2 EACH	136.00	160.96	NB
450-55-10150-0	YALE 7100 SERIES PANIC DEVICES 26D	4 EACH	1952.00	2224.44	NB
450-55-10160-9	MONARCH 18 SERIES PANIC DEVICE 32D RIM	4 EACH	1760.00	1398.24	NB
450-55-10170-8	VON DUPRIN 88NL PANIC	2 EACH	1232.00	1368.64	NB

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT	VENDOR 1 (8555)	VENDOR 2 (7772)	VENDOR 3 (490)
EXTENDED AMOUNT ANALYSIS	-----		
CONTROL: 09 LEVER LOC	CLARK SECURITY PRODUCTS I	MAJESTIC LOCK	LINK AND ASSOCIATES INC
PAGE/PART: 2/1	LEXINGTON KY 40511	ELMWOOD PARK NJ 07407	MCALLEN TX 78502-4705
BUYER: KAY GREEN	DELIVERY DAYS: 5	7	15
OPEN DATE: 02/26/10	TERMS: NET 30	NET 30	NET 30
EFFECTIVE: 04/01/10	OTHER 1: BARON HALLFORD	STEPHANIE MACFARLANE	TED C LINK
EXPIRATION: 03/31/11	OTHER 2:		
ENTERED: 02/26/10	NOTE:		
PRINTED: 03/08/10	CODES:		

DEVICE					
450-55-10180-7 VON DUPRIN CD99NL US26D PANIC DEVICE WITH CYL DOGGING FEATURE AND TRIM	2 EACH	1158.86* A ✓	1230.00	1400.00	
450-55-10190-6 SARGENT 8237 MORTISE LOCKSET LNB 26D	3 EACH	817.95* A ✓	927.00	900.00	
450-55-10200-3 SARGENT 8888F PANIC DEVICE 26D	2 EACH	1012.70* A ✓	1076.00	1200.00	
450-55-10210-2 NORTON 1604BC DOOR CLOSERS AL FINISH	18 EACH	1035.00* A ✓	1278.00	1800.00	
450-55-10220-1 YALE 3301 DOOR CLOSERS AL FINISH	12 EACH	1294.56 A ✓	1404.00	1800.00	
450-55-10230-0 LCN 1461 SUPER STOCK DOOR CLOSERS DKBRZ	9 EACH	1188.81* A ✓	1260.00	1350.00	
450-55-10240-9 LCN 4041 SUPER SMOOTHIE DOOR CLOSERS AL	5 EACH	835.35* A ✓	840.00	875.00	
450-55-10250-8 MASTER PAD LOCKS #1	90 EACH	530.10* A ✓	540.00	900.00	
450-55-10260-7 NATIONAL CAN LOCKS	90 EACH	272.70* A ✓	405.00	1080.00	
450-55-10290-4 ARROW 3881 PANIC DEVICES	1 EACH	310.43* A ✓	340.00	600.00	
450-55-10300-1 SARGENT RIM CYLINDERS	4 EACH	216.48	120.00	92.00* A ✓	
450-55-10310-0 SARGENT MORTISE CYLINDERS	4 EACH	105.40	120.00	92.00* A ✓	
450-55-10320-9 SCHLAGE 20-001 MORTISE CYLINDER	4 EACH	130.68	120.00	100.00* A ✓	
450-55-10330-8 SCHLAGE 20-022 RIM CYLINDER	4 EACH	83.56* A ✓	120.00	100.00	
450-55-10350-6 NORTON 7500BFH CLOSER BARRIER - FREE HOLD OPEN AL FINISH	4 EACH	618.00* A ✓	700.00	680.00	
450-55-10360-5 VON DUPRIN 88 EO 10B EXIT DEVICES	2 EACH	948.06* A ✓	1030.00	1200.00	
450-55-10370-4 LCN 4111 DOOR CLOSERS AL FINISH	5	818.45* A ✓	885.00	925.00	
450-55-10380-3 JACKSON PANIC DEVICE 31-1085-47	2 EACH	199.76* A ✓	348.00	400.00	
450-55-10390-2 VON DUPRIN 8827 SURFACE MOUNTED VERTICAL ROD DEVICE 26D 248L-4 & 304L STRIKES	2 EACH	1337.44* A ✓	1452.00	1600.00	
450-55-10400-9 VON DUPRIN 8847-F FIRE EXIT CONCEALED VERTICAL	1 EACH	808.16* A ✓	878.00	850.00	

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT	VENDOR 4 (1500)	VENDOR 5 (534)	VENDOR 6 (8308)
EXTENDED AMOUNT ANALYSIS	-----		
	FAIRWAY SUPPLY INC	ALLEN INDUSTRIAL SUPPLY	STANLEY SECURITY SOLUTION
CONTROL: 09 LEVER LOC	LA FERIA TX 78559	MISSION TX 78572	SAN ANTONIO TX 78230
PAGE/PART: 2/2	DELIVERY DAYS:	90	10
BUYER: KAY GREEN	TERMS: NET 30	NET 30	NET 30
OPEN DATE: 02/26/10	OTHER 1: TOMMY NEWMAN	H. AKIN	AARON SCHULTZ
EFFECTIVE: 04/01/10	OTHER 2:		
EXPIRATION: 03/31/11	NOTE:		
ENTERED: 02/26/10	CODES:		
PRINTED: 03/08/10			

DEVICE

450-55-10180-7	VON DUPRIN CD99NL US26D PANIC DEVICE WITH CYL DOGGING FEATURE AND TRIM	2 EACH	1258.00	1397.50	1267.60
450-55-10190-6	SARGENT 8237 MORTISE LOCKSET LNB 26D	3 EACH	NB	985.68	NB
450-55-10200-3	SARGENT 8888F PANIC DEVICE 26D	2 EACH	NB	1262.08	NB
450-55-10210-2	NORTON 1604BC DOOR CLOSERS AL FINISH	18 EACH	1234.80	NB	NB
450-55-10220-1	YALE 3301 DOOR CLOSERS AL FINISH	12 EACH	1572.00	1090.92* B	NB
450-55-10230-0	LCN 1461 SUPER STOCK DOOR CLOSERS DKBRZ	9 EACH	1269.00	1433.61	NB
450-55-10240-9	LCN 4041 SUPER SMOOTHIEE DOOR CLOSERS AL	5 EACH	895.00	1007.35	NB
450-55-10250-8	MASTER PAD LOCKS #1	90 EACH	709.20	558.00	NB
450-55-10260-7	NATIONAL CAN LOCKS	90 EACH	421.20	NB	NB
450-55-10290-4	ARROW 3881 PANIC DEVICES	1 EACH	414.00	NB	NB
450-55-10300-1	SARGENT RIM CYLINDERS	4 EACH	NB	108.80	NB
450-55-10310-0	SARGENT MORTISE CYLINDERS	4 EACH	NB	119.88	NB
450-55-10320-9	SCHLAGE 20-001 MORTISE CYLINDER	4 EACH	104.00	119.88	NB
450-55-10330-8	SCHLAGE 20-022 RIM CYLINDER	4 EACH	92.00	108.80	NB
450-55-10350-6	NORTON 7500BFH CLOSER BARRIER - FREE HOLD OPEN AL FINISH	4 EACH	700.00	NB	NB
450-55-10360-5	VON DUPRIN 88 EO 10B EXIT DEVICES	2 EACH	1030.00	1143.30	NB
450-55-10370-4	LCN 4111 DOOR CLOSERS AL FINISH	5	890.00	985.15	NB
450-55-10380-3	JACKSON PANIC DEVICE 31-1085-47	2 EACH	408.00	NB	NB
450-55-10390-2	VON DUPRIN 8827 SURFACE MOUNTED VERTICAL ROD DEVICE 26D 248L-4 & 304L STRIKES	2 EACH	1936.00	1612.84	NB
450-55-10400-9	VON DUPRIN 8847-F FIRE EXIT CONCEALED VERTICAL	1 EACH	878.00	974.58	NB

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT		VENDOR 1 (8555)	VENDOR 2 (7772)	VENDOR 3 (490)
EXTENDED AMOUNT ANALYSIS		CLARK SECURITY PRODUCTS I	MAJESTIC LOCK	LINK AND ASSOCIATES INC
CONTROL: 09 LEVER LOC		LEXINGTON KY 40511	ELMWOOD PARK NJ 07407	MCALLEN TX 78502-4705
PAGE/PART: 3/1	DELIVERY DAYS: 5		7	15
BUYER: KAY GREEN	TERMS: NET 30		NET 30	NET 30
OPEN DATE: 02/26/10	OTHER 1: BARON HALLFORD		STEPHANIE MACFARLANE	TED C LINK
EFFECTIVE: 04/01/10	OTHER 2:			
EXPIRATION: 03/31/11	NOTE:			
ENTERED: 02/26/10	CODES:			
PRINTED: 03/08/10				
ROD DEVICE				
450-55-10410-8	VON DUPRIN TRIM 373L US26D LHR OR RHR 06 US26D	2 EACH	444.60* A ✓	482.00 500.00
450-55-10420-7	VON DUPRIN TRIM 371L US26D LHR OR RHR 06 US26D	2 EACH	485.10* A ✓	526.00 540.00
450-55-10430-6	VON DUPRIN 7500 LOCK US32D	1 EACH	207.57* A ✓	225.00 250.00
450-55-10440-5	VON DUPRIN 8875 MORTISE LOCK DEVICES 26D	1 EACH	627.30* A ✓	680.00 750.00
450-55-10450-4	MONARCH TRIM 1345 P VANGUARD US32D FINISH	4 EACH	216.80* A ✓	392.00 400.00
450-55-10460-3	MONARCH TRIM 1344 DT VANGUARD US32D FINISH	4 EACH	197.72* A ✓	464.00 400.00
450-55-10470-2	YALE AU526F FIRE TRIM LHR OR RHR US32D FINISH	2 EACH	310.22* A ✓	370.00 400.00
450-55-10480-1	VON DUPRIN 8827 PARTS M-101758 BOTTOM LATCH CASE ASSY - LR - ALUM	4 EACH	261.28* A ✓	568.00 600.00
450-55-10490-0	VON DUPRIN TRIM 992L R/V US26D LHR OR RHR 06	2 EACH	392.12* A ✓	426.00 460.00
450-55-10500-6	SCHLAGE 2-3/8 - 1-1/8" X 2-1/4" SQUARE CORNER DEADLATCH 1/2" THROW 14-047 FOR D SERIES	10 EACH	314.70	410.00 230.00* A ✓
450-55-10510-5	SCHLAGE 3-3/4 - 1-1/8" X 2-1/4" SQUARE CORNER DEADLATCH 1/2" THROW 14-028 FOR D SERIES	4 EACH	111.52	164.00 92.00* A ✓
450-55-10520-4	VON DUPRIN 8827 PARTS C 101755 TOPLATCH CASE ASSY - LR - ALUM	4 EACH	261.28* A ✓	568.00 440.00
450-55-10530-3	VON DUPRIN KEYED REMOVABLE MULLION	3 EACH	1133.55* A ✓	1476.00 1500.00
450-55-10540-2	VON DUPRIN 99NL US26D PANIC DEVICE WITH DOGGING FEATURE AND TRIM (36)	2 EACH	1158.86* A ✓	1190.00 1500.00
450-55-10550-1	VON DUPRIN 99NL US26D PANIC DEVICE WITH DOGGING FEATURE AND TRIM (48)	1 EACH	589.77* A ✓	605.00 700.00
450-55-10560-0	VON DUPRIN TRIM 370L US10B LHR OR RHR 06	1 EACH	NB	274.00* A ✓ 300.00

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT	VENDOR 4 (1500)	VENDOR 5 (534)	VENDOR 6 (8308)
EXTENDED AMOUNT ANALYSIS	-----		
	FAIRWAY SUPPLY INC	ALLEN INDUSTRIAL SUPPLY	STANLEY SECURITY SOLUTION
CONTROL: 09 LEVER LOC	LA FERIA TX 78559	MISSION TX 78572	SAN ANTONIO TX 78230
PAGE/PART: 3/2	DELIVERY DAYS:	90	10
BUYER: KAY GREEN	TERMS: NET 30	NET 30	NET 30
OPEN DATE: 02/26/10	OTHER 1: TOMMY NEWMAN	H. AKIN	AARON SCHULTZ
EFFECTIVE: 04/01/10	OTHER 2:		
EXPIRATION: 03/31/11	NOTE:		
ENTERED: 02/26/10	CODES:		
PRINTED: 03/08/10			

ROD DEVICE

450-55-10410-8	VON DUPRIN TRIM 373L US26D LHR OR RHR 06 US26D	2 EACH	482.00	536.14	NB
450-55-10420-7	VON DUPRIN TRIM 371L US26D LHR OR RHR 06 US26D	2 EACH	526.00	536.14	NB
450-55-10430-6	VON DUPRIN 7500 LOCK US32D	1 EACH	225.00	NB	NB
450-55-10440-5	VON DUPRIN 8875 MORTISE LOCK DEVICES 26D	1 EACH	681.00	756.47	NB
450-55-10450-4	MONARCH TRIM 1345 P VANGUARD US32D FINISH	4 EACH	288.00	351.20	NB
450-55-10460-3	MONARCH TRIM 1344 DT VANGUARD US32D FINISH	4 EACH	228.00	271.96	NB
450-55-10470-2	YALE AU526F FIRE TRIM LHR OR RHR US32D FINISH	2 EACH	390.00	NB	NB
450-55-10480-1	VON DUPRIN 8827 PARTS M-101758 BOTTOM LATCH CASE ASSY - LR - ALUM	4 EACH	428.00	395.16	NB
450-55-10490-0	VON DUPRIN TRIM 992L R/V US26D LHR OR RHR 06	2 EACH	410.00	472.86	NB
450-55-10500-6	SCHLAGE 2-3/8 - 1-1/8" X 2-1/4" SQUARE CORNER DEADLATCH 1/2" THROW 14-047 FOR D SERIES	10 EACH	570.00	394.10	NB
450-55-10510-5	SCHLAGE 3-3/4 - 1-1/8" X 2-1/4" SQUARE CORNER DEADLATCH 1/2" THROW 14-028 FOR D SERIES	4 EACH	208.00	145.20	NB
450-55-10520-4	VON DUPRIN 8827 PARTS C 101755 TOPLATCH CASE ASSY - LR - ALUM	4 EACH	428.00	395.16	NB
450-55-10530-3	VON DUPRIN KEYED REMOVABLE MULLION	3 EACH	1230.00	1425.24	1192.50
450-55-10540-2	VON DUPRIN 99NL US26D PANIC DEVICE WITH DOGGING FEATURE AND TRIM {36}	2 EACH	1192.00	1323.12	1267.60
450-55-10550-1	VON DUPRIN 99NL US26D PANIC DEVICE WITH DOGGING FEATURE AND TRIM {48}	1 EACH	606.00	672.66	633.80
450-55-10560-0	VON DUPRIN TRIM 370L US10B LHR OR RHR 06	1 EACH	NB	NB	NB

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT	VENDOR 1 (8555)	VENDOR 2 (7772)	VENDOR 3 (490)
EXTENDED AMOUNT ANALYSIS	-----		
	CLARK SECURITY PRODUCTS I	MAJESTIC LOCK	LINK AND ASSOCIATES INC
CONTROL: 09 LEVER LOC	LEXINGTON KY 40511	ELMWOOD PARK NJ 07407	MCALEN TX 78502-4705
PAGE/PART: 4/1	DELIVERY DAYS: 5	7	15
BUYER: KAY GREEN	TERMS: NET 30	NET 30	NET 30
OPEN DATE: 02/26/10	OTHER 1: BARON HALLFORD	STEPHANIE MACFARLANE	TED C LINK
EFFECTIVE: 04/01/10	OTHER 2:		
EXPIRATION: 03/31/11	NOTE:		
ENTERED: 02/26/10	CODES:		
PRINTED: 03/08/10			

US10B

450-55-10570-9	FALCON ENTRY/OFFICE LOCK	2 EACH	333.40* A ✓	380.00	410.00
	M521P KG 626 020098				
	LATCH KD 21615R STRIKE				
	RH OR LH MORTICE LOCK				
450-55-10580-8	JACKSON 1085 TOP BOLT	8 EACH	122.72* A ✓	216.00	800.00
	GUIDE ASSY. & BOTTOM				
	BOLT ASSY.				
450-55-10590-7	ELBOW CATCHES SP2 A92	40 EACH	58.40* A ✓	66.00	400.00
450-55-10600-4	ROCKWOOD #555 FLUSH	4 EACH	32.08* A ✓	56.00	60.00
	BOLTS				
450-55-10610-3	ROCKWOOD BF157 FINISH	4 EACH	96.32	88.00	120.00
	US281628 DOOR PULLS				
	8-1/2 CTC				
450-55-10620-2	ROCKWOOD 123 X 7DC 4X16	4 EACH	42.32* A ✓	112.00	64.00
	PULL PLT US32D1630				
450-55-10630-1	SCHLAGE 6 PIN C KEY	400 EACH	256.00* A ✓	360.00	460.00
	BLANK WITH DO NOT				
	DUPLICATE ORIGINALS				
450-55-10640-0	SCHLAGE 5 PIN C KEY	40 EACH	18.80* A ✓	36.00	46.00
	BLANK WITH DO NOT				
	DUPLICATE ORIGINALS				
450-55-10650-9	SCHLAGE 6 PIN E KEY	200 EACH	128.00* A ✓	180.00	240.00
	BLANK WITH DO NOT				
	DUPLICATE ORIGINALS				
450-55-10660-8	SCHLAGE 5 PIN E KEY	400 EACH	256.00* A ✓	360.00	460.00
	BLANK WITH DO NOT				
	DUPLICATE ORIGINALS				
450-55-10670-7	MASTER KEY BLANKS M-1	100 EACH	23.00	20.00* A ✓	100.00
	ORIGINAL				
450-55-10680-6	YALE GB KEY BLANKS	100 EACH	60.00* A ✓	84.00	200.00
	ORIGINAL				
450-55-10690-5	FALCON KEY BLANKS A	30 EACH	16.50* A ✓	36.00	30.00
	SERIES KB628 54				
	ORIGINALS				
450-55-10700-2	YALE Y-11 KEY BLANKS	100 EACH	15.00* A ✓	84.00	500.00
450-55-10710-1	YALE Y-12 KEY BLANKS	40 EACH	6.00* A ✓	33.60	200.00
450-55-10720-0	YALE Y-13 KEY BLANKS	40 EACH	6.00* A ✓	33.60	200.00
450-55-10730-9	YALE Y-14 KEY BLANKS	40 EACH	6.00* A ✓	33.60	200.00
450-55-10740-8	US CG 17 KEY BLANKS	20 EACH	3.00* A ✓	8.00	100.00
450-55-10750-7	NATION CABINET US21-NA	20 EACH	3.00* A ✓	10.00	20.00
	12 KEY BLANKS				

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT	VENDOR 4 (1500)	VENDOR 5 (534)	VENDOR 6 (8308)
EXTENDED AMOUNT ANALYSIS	-----		
	FAIRWAY SUPPLY INC	ALLEN INDUSTRIAL SUPPLY	STANLEY SECURITY SOLUTION
CONTROL: 09 LEVER LOC	LA FERIA TX 78559	MISSION TX 78572	SAN ANTONIO TX 78230
PAGE/PART: 4/2	DELIVERY DAYS:	90	10
BUYER: KAY GREEN	TERMS: NET 30	NET 30	NET 30
OPEN DATE: 02/26/10	OTHER 1: TOMMY NEWMAN	H. AKIN	AARON SCHULTZ
EFFECTIVE: 04/01/10	OTHER 2:		
EXPIRATION: 03/31/11	NOTE:		
ENTERED: 02/26/10	CODES:		
PRINTED: 03/08/10			

US10B

450-55-10570-9	FALCON ENTRY/OFFICE LOCK	2 EACH	432.00	425.36	NB
	M521P KG 626 020098				
	LATCH KD 21615R STRIKE				
	RH OR LH MORTICE LOCK				
450-55-10580-8	JACKSON 1085 TOP BOLT	8 EACH	336.00	NB	NB
	GUIDE ASSY. & BOTTOM				
	BOLT ASSY.				
450-55-10590-7	ELBOW CATCHES SP2 A92	40 EACH	11200.00	73.20	NB
450-55-10600-4	ROCKWOOD #555 FLUSH	4 EACH	49.60	37.16	NB
	BOLTS				
450-55-10610-3	ROCKWOOD BF157 FINISH	4 EACH	95.20	71.36* A ✓	NB
	US281628 DOOR PULLS				
	8-1/2 CTC				
450-55-10620-2	ROCKWOOD 123 X 7DC 4X16	4 EACH	117.72	98.04	NB
	PULL PLT US32D1630				
450-55-10630-1	SCHLAGE 6 PIN C KEY	400 EACH	480.00	432.00	NB
	BLANK WITH DO NOT				
	DUPLICATE ORIGNALS				
450-55-10640-0	SCHLAGE 5 PIN C KEY	40 EACH	35.20	31.60	NB
	BLANK WITH DO NOT				
	DUPLICATE ORIGNALS				
450-55-10650-9	SCHLAGE 6 PIN E KEY	200 EACH	240.00	216.00	NB
	BLANK WITH DO NOT				
	DUPLICATE ORIGNALS				
450-55-10660-8	SCHLAGE 5 PIN E KEY	400 EACH	352.00	316.00	NB
	BLANK WITH DO NOT				
	DUPLICATE ORIGNALS				
450-55-10670-7	MASTER KEY BLANKS M-1	100 EACH	45.00	24.00	NB
	ORGINAL				
450-55-10680-6	YALE GB KEY BLANKS	100 EACH	70.00	NB	NB
	ORGINAL				
450-55-10690-5	FALCON KEY BLANKS A	30 EACH	28.50	29.40	NB
	SERIES KB628 54				
	ORGINALS				
450-55-10700-2	YALE Y-11 KEY BLANKS	100 EACH	45.00	NB	NB
450-55-10710-1	YALE Y-12 KEY BLANKS	40 EACH	18.00	NB	NB
450-55-10720-0	YALE Y-13 KEY BLANKS	40 EACH	18.00	NB	NB
450-55-10730-9	YALE Y-14 KEY BLANKS	40 EACH	18.00	NB	NB
450-55-10740-8	US CG 17 KEY BLANKS	20 EACH	11.00	NB	NB
450-55-10750-7	NATION CABINET US21-NA	20 EACH	9.00	NB	NB
	12 KEY BLANKS				

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT VENDOR 1 (8555) VENDOR 2 (7772) VENDOR 3 (490)

EXTENDED AMOUNT ANALYSIS

CONTROL: 09 LEVER LOC CLARK SECURITY PRODUCTS I MAJESTIC LOCK LINK AND ASSOCIATES INC

PAGE/PART: 5/1 DELIVERY DAYS: 5 7 15

BUYER: KAY GREEN TERMS: NET 30 NET 30 NET 30

OPEN DATE: 02/26/10 OTHER 1: BARON HALLFORD STEPHANIE MACFARLANE TED C LINK

EFFECTIVE: 04/01/10 OTHER 2:

EXPIRATION: 03/31/11 NOTE:

ENTERED: 02/26/10 CODES:

PRINTED: 03/08/10

ITEM#	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	STATUS
450-55-10760-6	SARGENT RB KEY BLANKS ORIGINALS	50	EACH	32.50* A ✓	42.00	97.50
450-55-10770-5	CORBIN US21 CI06 KEY BLANKS	100	EACH	20.00* A ✓	40.00	300.00
450-55-10780-4	#2 STRATTEC KEY BLANKS BS322 710	20	EACH	74.40	10.00* A ✓	NB
450-55-10790-3	#75 GM KEY PRIMARY BS598 007 CHEVY	10	EACH	64.20	5.00T A ✓	NB
450-55-10800-0	#75 GM KEY PRIMARY BS598 009 GMC	10	EACH	66.80	5.00* A ✓	NB
450-55-10810-9	GM PRIMARY MOLDED BS597 749 GM	10	EACH	66.80	5.00* A ✓	NB
450-55-10820-8	GM PRIMARY MOLDED BS597 253	10	EACH	60.70	5.00* A ✓	NB
450-55-10830-7	SCHLAGE ND 95P-RHD 626	24	EACH	5389.92 A ✓	6312.00	5400.00
450-55-10840-6	SCHLAGE ND 95P-SPA 626 SCHLAGE ND 95P SERIES CLASSROOM SECURITY FUCTION	12	EACH	2694.96 A ✓	3156.00	2700.00
450-55-10910-7	HON F-26 FILING CABINET LOCK	10		100.00* A ✓	150.00	200.00
450-55-10920-6	HON F-28 FILING CABINET LOCK	10		65.30* A ✓	120.00	200.00
450-55-10930-5	SARGENT 613-8 ETB 8000 SERIES TRIM	1		200.91* A ✓	265.00	260.00
450-55-10940-4	SARGENT LC-98K PTB TRIM US32D	1		96.36* A ✓	135.00	195.00
450-55-10950-3	LCN 1521 EURO ARM RW/PA ALUMINUM FINISH	2		286.28	270.00* A ✓	400.00
450-55-10960-2	NATIONAL COMPX C7009-2C DOUBLE FORMED CAM ZINC PLATED TAIL PIECE	30		25.80* A ✓	37.50	NB
450-55-10970-1	NATIONAL COMPX C7014-2C DOUBLE FORMED CAM ZINC PLATED TAIL PIECE	30		25.80* A ✓	37.50	NB

CONTROL TOTAL 50567.14 NI ✓ 57044.80 LT 65452.50 NI

Award Recommendation \$ 38,512.75 \$ 10,361.00 \$ 6,060.00

ITEM COMMENTS
ITEM# VENDOR COMMENT

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT VENDOR 4 (1500) VENDOR 5 (534) VENDOR 6 (8308)
 EXTENDED AMOUNT ANALYSIS

CONTROL: 09 LEVER LOC
 PAGE/PART: 5/2 DELIVERY DAYS:
 BUYER: KAY GREEN TERMS: NET 30
 OPEN DATE: 02/26/10 OTHER 1: TOMMY NEWMAN
 EFFECTIVE: 04/01/10 OTHER 2:
 EXPIRATION: 03/31/11 NOTE:
 ENTERED: 02/26/10 CODES:
 PRINTED: 03/08/10

FAIRWAY SUPPLY INC ALLEN INDUSTRIAL SUPPLY STANLEY SECURITY SOLUTION
 LA FERIA TX 78559 MISSION TX 78572 SAN ANTONIO TX 78230
 90
 NET 30
 H. AKIN
 AARON SCHULTZ

ITEM ID	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE	VENDOR	AMOUNT
450-55-10760-6	SARGENT RB KEY BLANKS ORIGINALS	50 EACH			NB	NB
450-55-10770-5	CORBIN US21 CI06 KEY BLANKS	100 EACH			NB	NB
450-55-10780-4	#2 STRATTEC KEY BLANKS BS322 710	20 EACH	11.60		NB	NB
450-55-10790-3	#75 GM KEY PRIMARY BS598 007 CHEVY	10 EACH	5.00T C		NB	NB
450-55-10800-0	#75 GM KEY PRIMARY BS598 009 GMC	10 EACH			NB	NB
450-55-10810-9	GM PRIMARY MOLDED BS597 749 GM	10 EACH	5.40		NB	NB
450-55-10820-8	GM PRIMARY MOLDED BS597 253	10 EACH			NB	NB
450-55-10830-7	SCHLAGE ND 95P-RHD 626	24 EACH	6000.00		7019.76	4981.92* B
450-55-10840-6	SCHLAGE ND 95P-SPA 626 SCHLAGE ND 95P SERIES CLASSROOM SECURITY FUCTION	12 EACH	3000.00		3509.88	2490.96* B
450-55-10910-7	HON F-26 FILING CABINET LOCK	10	150.00		NB	NB
450-55-10920-6	HON F-28 FILING CABINET LOCK	10	100.00		NB	NB
450-55-10930-5	SARGENT 613-B ETB 8000 SERIES TRIM	1			NB	NB
450-55-10940-4	SARGENT LC-98K PTB TRIM US32D	1			NB	NB
450-55-10950-3	LCN 1521 EURO ARM RW/PA ALUMINUM FINISH	2	306.00		345.22	NB
450-55-10960-2	NATIONAL COMPLEX C7009-2C DOUBLE FORMED CAM ZINC PLATED TAIL PIECE	30	39.00		NB	NB
450-55-10970-1	NATIONAL COMPLEX C7014-2C DOUBLE FORMED CAM ZINC PLATED TAIL PIECE	30	39.00		NB	NB

CONTROL TOTAL 66978.42 NI 58343.79 NI 21211.73 NI

Award Recommendation

\$ 442.00

\$ 71.36

-0-

EXHIBIT _____

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
REFERENCE LIST

02/08/10

PAGE 1

10-91, LEVER LOCKS & CYLINDER LOCKS

2831 74-2723705
4-W SPECIALTIES
P O BOX 6190
CORPUS CHRISTI, TX 78466-6190

534 74-2606194
ALLEN INDUSTRIAL SUPPLY
1309 BUSINESS PARK DRIVE
MISSION, TX 78572

4855 351842918
BEST ACCESS SYSTEMS
2410 NEW OAK PARK
SAN ANTONIO, TX 78230

380 74-1890382
BEVERLY'S HARDWARE
P.O. BOX 116
EDINBURG, TX 78540

741 1-74-2204771-6
BROADWAY HARDWARE
100 SOUTH 2ND STREET
MCALLEN, TX 78501

1226 43-1290381
CENTAR INDUSTRIES INC
16313 WESTWOODS BUSINESS PARK
ELLISVILLE, MO 63201

8555 952630609
CLARK SECURITY PRODUCTS INC.
2409 OVER DRIVE
LEXINGTON, KY 40511

8290
EVERGREEN SPECIALTY SERVICES
21 SIOUX DRIVE
COMMACK, NY 11725

6995 35-216859-1
EXXPERT INC SPECIALTY CO
P.O. BOX 9
LINN, TX 78563

1500 751708639
FAIRWAY SUPPLY INC
2811 B WEST ESPRESSWAY 83
LA FERIA, TX 78559

2737 741276953
FORD W. SPECIALTY
P.O. BOX 6190
CORPUS CHRIST, TX 78466

217 17415026297
GATEWAY PRINTING & OFFICE
315 SOUTH CLOSNER
EDINBURG, TX 78539

490 74-2235507
LINK AND ASSOCIATES INC
P.O. BOX 4705
MCALLEN, TX 78502-4705

2150 35-1842175
LOCK SPECIALTY COMPANY
1780 E. POPLAR RD
COLUMBIA CITY, IN 46725-8942

7772 13-1974413
MAJESTIC LOCK
65 LEIARTS LANE
ELMWOOD PARK, NJ 07407

475 74-2253394
MARTIN FARM & RANCH SUPPLY INC
215 EAST MONTE CRISTO ROAD
EDINBURG, TX 78541

EXHIBIT _____

10-91, LEVER LOCKS & CYLINDER LOCKS

489 62-0532218
MCDONALD DASH LOCKSMITH SUPPLY
P O BOX 752506
MEMPHIS, TN 38175-2506

3380 043099037
NEW ENGLAND SECURITY LOCK
P.O. BOX 61
ACCORD, MA 02018-0061

414 1-74-20346292
REFCO - R E FRIEDRICHS COMPANY
ATTN: VICKIE DELGADO
P O BOX 4079
MCALLEN, TX 78502-4079

8308
STANLEY SECURITY SOLUTIONS INC
2410 NEW OAK PARK
SAN ANTONIO, TX 78230

Vendors Printed: 20

CLASS - ITEM
450 - 55

APPROVAL OF BID 10-96, CONCRETE MASONRY BLOCK

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the Concrete Masonry Block bid which is indicated in the attached bid tabulation as being the most favorable and advantageous to the Edinburg CISD.

Rationale

The administration sought competitive sealed bids for the Concrete Masonry Block. Bid opening was held at the Business Office Building on March 9, 2010, at 2:30 P.M. one (1) proposal was opened. Concrete Masonry Block is needed to repair and replace damage to existing walls and approved projects.

User Department

This item was requested by Mr. Robert Saenz, Coordinator of Maintenance & Facilities.

Budgetary Information

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
199-51-6319-19-936-099000	Supplies Maint/Operation	705,000.00	61,407.86	136,489.67	507,102.47
	TOTAL	705,000.00	61,407.86	136,489.67	507,102.47

Resource Personnel

Dr. René Gutiérrez
Mario H. Salinas
Jacqueline Kingan

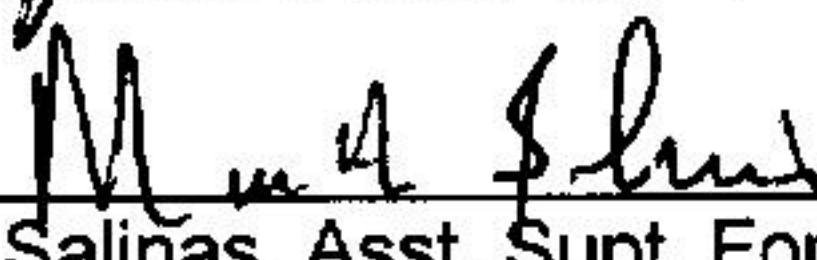
Rigoberto V. Abrego
Robert J. Saenz

Sylvia D. Garcia
Amaro Tijerina

Board Policy Reference

This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

Prepared by: 
Robert J. Saenz, Coordinator of Maintenance/Facilities

Approved by: 
Mario H. Salinas, Asst. Supt. For District Administration

Within Budgetary Allocations: 
Sylvia D. Garcia, Director for Finance

Approved by: 
Rigoberto V. Abrego, Asst. Supt. For Finance/Operations

Recommended by: 
Dr. René Gutiérrez, Superintendent of Schools

**Notes for Bid Tabulation
 Bid 10-96, Concrete Masonry Block
 March 30, 2010**

1. **USER DEPARTMENT:** This bid was requested by Coordinator of Maintenance and Facilities. Mr. Robert J. Saenz will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a term bid beginning April 1, 2010 or soon thereafter and ending March 31, 2011.
3. **BID EVALUATION:** This bid was evaluated by Mr. Robert J. Saenz, Coordinator of Maintenance and Facilities. Final recommendations to the board are done by the Superintendent of School.
4. **ORDERING INFORMATION:** Maintenance and Facilities Department will prepare the purchase orders on an as needed basis following Board of Trustee approval.
5. **TOTAL ESTIMATED AWARD RECOMMENDATION:**

VENDOR	ESTIMATED AWARD
Lowes of Edinburg 2802 W#. University Drive Edinburg, TX 78539 Contact: Santiago Zunigo, Jr. PH: 956-289-4230 FAX: 956-289-4234	\$29,540.00
ESTIMATED AWARD RECOMMENDATION	\$29,540.00

 LOWE'S
 EDINBURG TX 78539

CONTROL: 10 BLOCK CON
 PAGE/PART: 1/1 DELIVERY DAYS: 3
 BUYER: JACKIE KINGAN TERMS: NET 30
 OPEN DATE: 03/09/10 OTHER 1: SANTIAGO ZUNIGA, JR
 EFFECTIVE: 04/01/10 OTHER 2:
 EXPIRATION: 03/31/11 NOTE:
 ENTERED: 03/09/10 CODES:
 PRINTED: 03/11/10

210-11-15005-5	4" x 8" x 16" PARTITION	1000 EACH	800.00*	✓
210-11-15010-5	4" x 8" x 16" BEAM LINTEL/U BLOCK	1000 EACH	1050.00*	✓
210-11-15020-4	4" x 8" x 8" HALF PARTITION	1000 EACH	700.00*	✓
210-11-15030-3	6" x 8" x 16" STANDARD	1000 EACH	950.00*	✓
210-11-15035-2	6" x 8" x 16" BEAM LINTEL/U BLOCK	1000 EACH	1100.00*	✓
210-11-15040-2	6" x 8" x 16" SASH	1000 EACH	1050.00*	✓
210-11-15045-1	6" x 8" x 8" HALF SASH	1000 EACH	850.00*	✓
210-11-15050-1	8" x 8" x 16" STANDARD	1000 EACH	1200.00*	✓
210-11-15055-0	8" x 8" x 16" BEAM LINTEL/U BLOCK KNOCK OUT BOTTOM	1000 EACH	1300.00*	✓
210-11-15060-0	8" x 16" x 8" DEEP BEAM LINTEL SASH	1000 EACH	1350.00*	✓
210-11-15065-9	8" x 8" x 8" HALF SASH	1000 EACH	890.00*	✓
210-11-15090-7	8" x 8" x 16" DOUBLE BULL NOSE 1" RADIUS	1000 EACH	1500.00*	✓
210-11-15095-6	8" x 8" x 8" HALF DOUBLE BULL NOSE 1" RADIUS	1000 EACH	1150.00*	✓
210-11-15100-4	8" x 8" x 16" SINGLE BULL NOSE 1" RADIUS	1000 EACH	1500.00*	✓
210-11-15105-3	8" x 8" x 8" HALF SINGLE BULL NOSE 1" RADIUS	1000 EACH	1150.00*	✓
210-11-15110-3	16" x 4" x 16" SOLID BASE PAD	1000 EACH	3250.00*	✓
210-11-15125-1	8" x 8" x 16" SOLID	1000 EACH	3000.00*	✓
210-11-15130-1	8" x 8" x 12" THREE QUARTER SOLID	1000 EACH	2350.00*	✓
210-11-15155-8	8" x 8" x 16" ROUGH FACE, GRAY	1000 EACH	2250.00*	✓
210-11-15165-7	8" x 16" x 8", Split Face, Light Grey, U-Block	1000 EACH	2150.00*	✓

CONTROL TOTAL 29540.00 L

Award Recommendation

29,540.00

10-96, CONCRETE MASONARY BLOCK

9185
ACME BRICK CO.
16121 COLLEGE OAK DR.
SAN ANTONIO, TX 78249

3882
ALL VALLEY UNIT STEP CO.
2102 N 77 SUNSHINE STRIP
HARLINGEN, TX 78550

4731
CLAYMEX BRICK & TILE
705 W. EXPWY 83
PHARR, TX 78577

4819 74-2868506
HD SUPPLY UTILITIES
2800 QUAIL RUN - SUITE 100
CORRINTH, TX 76208

5089 58-1853319
HOME DEPOT
409 N. JACKSON
ACCT 863 203 576 00
PHARR, TX 78577

8219 20-0845572
INNOVATIVE BLOCK
P.O. BOX 30
LA FERIA, TX 78559

8615
LOWE'S
2802 W. UNIVERSITY DR.
EDINBURG, TX 78539

2950 74-1542718
MCCOY'S BUILDING SUPPLY
2901 W UNIVERSITY
EDINBURG, TX 78539

4729
TEJANO BRICK & BLOCK
P.O. BOX 532337
PRIMERA, TX 78553

4732
U.S. BRICK
503 W. NOLANA
PHARR, TX 78577

1567
VALLEY BLOCK & BRICK
P.O. BOX 1665
PHARR, TX 78577

Vendors Printed: 11

APPROVAL OF BID 10-108, TEXAS FITNESS NOW GRANT FOR THE MIDDLE SCHOOLS AND BREWSTER SCHOOL TO PURCHASE EQUIPMENT AND SUPPLIES FROM BUYBOARD.

Superintendent's Recommendation

Approval of Bid 10-108, Texas Fitness Now Grant for the Middle Schools and Brewster School to purchase equipment and supplies from Buyboard.

Rationale

The five middle schools and Brewster School of the Edinburg CISD have been approved to receive grant funds to implement the Texas Fitness NOW Grant Program whose purpose is to reduce childhood obesity and Type II diabetes. The 6th Grade PE coaches will be utilizing the approved BuyBoard vendors available to Edinburg CISD to purchase the supplies and equipment they have identified as necessary to accomplish the program goals.

User Department

This item was requested by Maria Luisa Guerra, Assistant Superintendent for Instruction and Support Services with the assistance of the Physical Education Department staff.

Budgetary Information

The Texas Fitness NOW grant award under 427-11-6xxx-01-xxx-0110xx is \$98,256. Of this amount, \$91,956 is allocated for supplies and materials as follows:

Campus	6300 Supplies & Materials	6600 Equipment	Total Grant Award
Barrientes MS (046)	\$ 17,214.00	\$ 12,342.00	\$ 29,556.00
Brewster School (102)	\$ 1,602.00	\$ 1,489.00	\$ 3,091.00
B.L. Garza MS (043)	\$ 8,209.00	\$ 7,494.00	\$ 15,703.00
Harwell MS (042)	\$ 7,269.00	\$ 7,440.00	\$ 14,709.00
Memorial MS (045)	\$ 444.00	\$ 11,945.00	\$ 12,389.00
South MS (044)	\$ 6,558.00	\$ 9,950.00	\$ 16,508.00
Total	\$41,296.00	\$ 50,660.00	\$ 91,956.00

Resource Personnel

Dr. René Gutiérrez, Superintendent of Schools
 Maria Luisa Guerra, Assistant Superintendent for Instruction and Support Services
 Hector Gonzalez, Area Director for Edinburg High School
 Marta Barrera, Grant Development Specialist
 Leo Reyes, PE /Program Coordinator
 Joe Filoteo, Athletic Director

Rigoberto V. Abrego, Asst. Superintendent for Finance & Operations
 Sylvia D. Garcia, Finance Director
 Amaro Tijerina, Purchasing Director
 Soledad Schuller, Buyer

Board Policy Reference and Compliance

This request is in accordance with Board Policy CH, Purchasing Law Bidding Requirements.

Prepared by: Hector Gonzalez
 Hector Gonzalez, Area Director for EHS

Prepared by: Joe Filoteo
 Joe Filoteo, Athletic Director

Prepared by: Leo Reyes
 Leo Reyes, PE / Program Coordinator

Prepared by: Marta S. Barrera
 Marta S. Barrera, Grant Development Specialist

Approved by: Maria Luisa Guerra
 Maria Luisa Guerra, Asst. Supt. for Instruction & Support Svcs.

With-in Budgetary Allocations: Sylvia D. Garcia
 Sylvia D. Garcia, Director of Finance

Approved by: Rigoberto Abrego
 Rigoberto Abrego, Asst. Superintendent for Finance / Operations

Recommended by: Dr. René Gutiérrez
 Dr. René Gutiérrez, Superintendent of Schools

NOTES FOR BID TABULATION
 BID 10-108, TEXAS FITNESS NOW GRANT PURCHASES-BUYBOARD
 MARCH 30, 2010

1. **USER DEPARTMENTS:** This bid will be used by the Physical Education Department for Middle School campuses only for the purchase of school P.E. Supplies & Equipment.
2. **TERM BID:** This bid is a term bid beginning March 31, 2010 or soon thereafter and ending February 28, 2011.
3. **ORDERING INFORMATION:** The different departments/campuses will be placing orders directly from the awarded primary vendors.
4. **TOTAL ESTIMATED AWARD RECOMENDATION:** \$91,956.00
5. **AWARD RECOMMENDATION TO THE FOLLOWING VENDORS:** The following companies are approved vendors through the Buyboard. The Buyboard contract name and Buyboard Contract number is the following:

- Athletic & P.E. Supplies & Heavy Duty Exercise Equipment #261-07

Part # / Vendor	Description	Qty	Unit	Price		
Catalog <u>BSN Sports</u>	10% Discount Off BSN Sports Catalog (with exceptions) for Athletic & P.E. Equipment and Supplies. Vendor Reference #06-32097. Click red "Info" button then red "Price Sheet" button to see exceptions.		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>BSN Sports</u>	10% Discount Off BSN Sports Catalog (with exceptions) for P.E. Supplies. Vendor Reference #06-32097. Click red "Info" button then red "Price Sheet" button to see exceptions.		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>U.S. Games</u>	10% Discount Off US Games Catalog (various exceptions) for Athletic & P.E. Equipment and Supplies. 10% Discount & Vendor Reference #09-37665.		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>Williams' Sporti</u>	0% Discount Off William's Sporting Goods, Team Price Catalog for Athletic & P.E. Equipment and Supplies. Texas Regions 7-11 Only		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>Williams' Sporti</u>	0% Discount Off William's Sporting Goods, Team Price Catalog for P.E. Supplies Texas Regions 7-11 Only		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>S&S Worldwide, I</u>	12% Discount Off S&S Discount Sports & E Supplies Catalog for P.E. Supplies		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>Z Wear, Inc.</u>	30% Discount Off Champro Sports Catalog for Athletic & P.E. Equipment and Supplies.		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>Z Wear, Inc.</u>	0% Discount Off Z-Wear Catalog for Athletic & P.E. Equipment and Supplies.		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>Z Wear, Inc.</u>	30% Discount Off Champro Sports Catalog for P.E. Supplies		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>Georgetown Sport</u>	10% Discount Off Wilson, Athletic Specialists, Blazer, All Star Catalogs for Athletic & P.E. Equipment and Supplies.		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>

EXHIBIT _____

NOTES FOR BID TABULATION
 BID 10-108, TEXAS FITNESS NOW GRANT PURCHASES-BUYBOARD
 MARCH 30, 2010

Part #/ Vendor	Description	Qty	Unit	Price		
Catalog <u>Georgetown Sport</u>	10% Discount Off Martin Price List for P.E. Supplies		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>Plano Sports Cen</u>	10% Discount Off Plano Sports Catalog for Athletic & P.E. Equipment and Supplies.		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>Plano Sports Cen</u>	10% Discount Off Plano Sports Catalog for P.E. Supplies		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>Gopher Sport</u>	10% Discount Off Gopher Catalog for Athletic & P.E. Equipment and Supplies.		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>Flaghouse, Inc.</u>	10% Discount Off Flaghouse Physical Education & Recreation Catalog for P.E. Supplies Click red "Info" button for link to vendor web site with list prices.		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>Flaghouse, Inc.</u>	10% Discount Off Flaghouse Physical Education & Recreation Catalog for Athletic & P.E. Equipment and Supplies. Click red "Info" button for link to vendor web site with list prices.		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>Bobby Evans Spor</u>	5% Discount Off Bobby Evans Sporting Goods Catalog for Athletic & P.E. Equipment/Supplies.		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>Bobby Evans Spor</u>	5% Discount Off Bobby Evans Sporting Goods Catalog for P.E. Supplies		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>KEY Enterprises</u>	5% Discount Off Spalding Catalog for Athletic & P.E. Equipment and Supplies.		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>KEY Enterprises</u>	5% Discount Off Spalding Catalog for P.E. Supplies		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>Sportime, LLC</u>	15% Discount Off Sportime and Fitness Catalog for Athletic & P.E. Equipment and Supplies.		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>Sportime, LLC</u>	15% Discount Off Sportime and Fitness Catalog for P.E. Supplies		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>Cannon Sports, I</u>	23% Discount Off CSI, Vol. 21 Catalog for Athletic & P.E. Equipment and Supplies. Vendor Reference #50457.		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>Cannon Sports, I</u>	23% Discount Off CSI, Vol. 21 Catalog for P.E. Supplies. Vendor Reference #50457.		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>East Texas Sport</u>	15% Discount Off East Texas Sports Center General Catalog for Athletic & P.E. Equipment and Supplies.		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>
Catalog <u>East Texas Sport</u>	15% Discount Off East Texas Sports Center General Catalog for P.E. Supplies		EA	\$0.00	<input type="button" value="Add"/>	<input type="button" value="Info"/>

21-26 of 26 items [<< Previous]

EXHIBIT _____

APPROVAL TO AMEND RFP 10-11, CAMPUS AND DISTRICT CONSULTANT STRATEGIST FOR FEDERAL PROGRAMS

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to amend the RFP for Campus and District Consultant Strategist for Federal Programs which is indicated in the attached RFP tabulation as being the most favorable and advantageous to the Edinburg CISD.

Rationale

Amend the RFP to extend Eddie Rodriguez 14 extra days for Economedes High School to help both teachers and students prepare for high-stakes state assessments. His data-driven instructional practices focus on the four core areas in highschool, and his curriculum, instruction and assessment expertise using the ECISD's Edusoft program provides for leadership in this campus consultant needs for aligning the Stage 3 Summer Planning Academy (SPA) program as well.

The administration sought competitive sealed RFP's for District Wide Consultant Strategist for Federal Programs. The RFP opening was held at the Administration building on September 18, 2009 at 2:30 P.M. where four (4) proposals were received.

User Department

This item was requested by Mr. Ronaldo Cavazos, Director of Federal Programs and Mrs. Gloria C. Rivera.

Budgetary Information

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
211-13-6291-01-002-030000	Consultant Services	15,000.00	0.00	0.00	15,000.00
285-13-6291-01-002-030000	Consultant Services	5,000.00	0.00	0.00	5,000.00
	TOTAL	20,000.00	0.00	0.00	20,000.00

Resource Personnel

Dr. René Gutiérrez
 Maria Luisa Guerra
 Jacqueline Kingan

Rigoberto V. Abrego
 Ronaldo Cavazos


Sylvia D. Garcia
 Amaro Tijerina

Board Policy Reference and Compliance

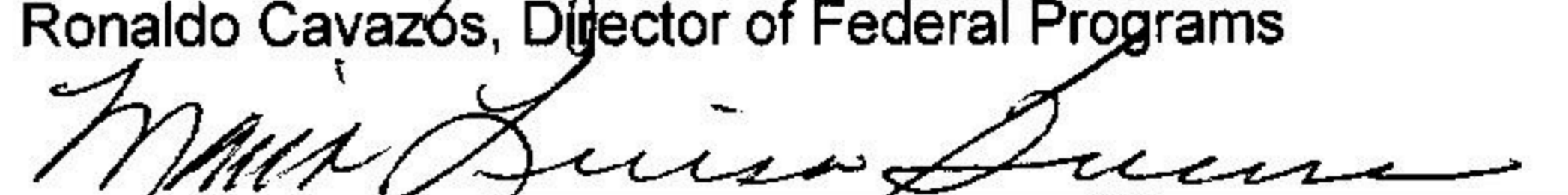
This is in compliance and in accordance with Board Policy CH, Purchasing Law Bidding Requirements.

Requested by:


 Gloria C. Rivera, Principal Economedes High School


 Ronaldo Cavazos, Director of Federal Programs

Approved by:


 Maria Luisa Guerra, Asst. Supt. For Instruction/Support Serv.

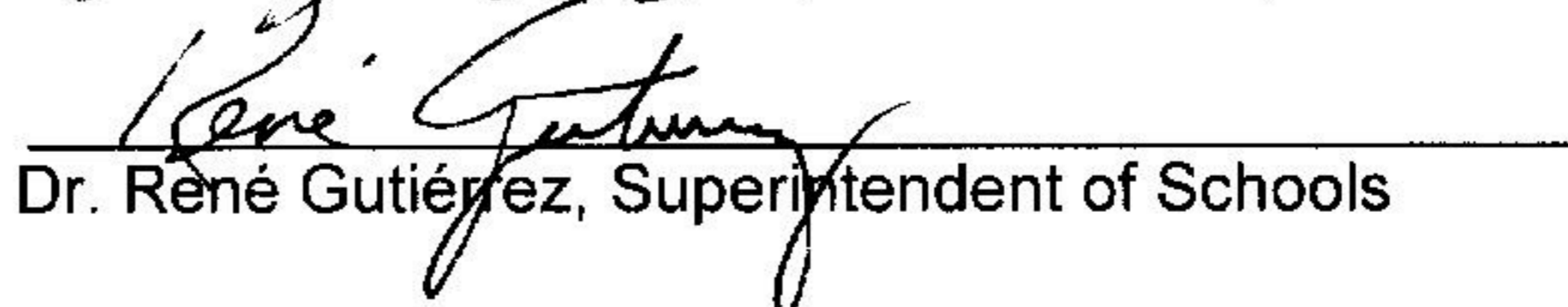
Within Budgetary Allocations:


 Sylvia D. Garcia, Director for Finance

Approved by:


 Rigoberto V. Abrego, Asst. Supt. For Finance/Operations

Recommended by:


 Dr. René Gutiérrez, Superintendent of Schools

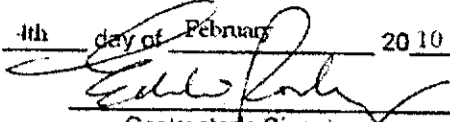
CONTRACTED SERVICE AGREEMENT

This Contract/Agreement is made and entered into by and between Edinburg CISD, and Eddie Rodriguez referred to herein as "Contractor". The parties have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks hereinafter described.

Contractor shall provide professional services, consultation, and expertise for use and benefit to Edinburg Consolidated Independent School District.

Agency shall pay contractor a fee of \$ 1,300.00 / Day for services and related expenses. *

Approved and accepted by Contractor this 4th day of February 2010.



Contractor's Signature

Contractor's Name: Eddie Rodriguez

Address: 450 N Gabriel Ave. City: San Antonio State: TX Zip Code: 78228-6116

Social Security: _____ Contract Period From: April '10 to July '10 (14 Days Total)

Scope of Work: Reviewing available resources to improve instruction.

Amount of Fee: \$1,300.00 / Day (@ 14 Days) Total Amount = \$18,200.00

Funding Account Number: 211-13-6291-00-002-030-000 285-13-6291.01-002-030000

Contracted Services must be approved 14 days prior of work. A Purchase Order must also be attached. By approval, the supervisor certifies the need for contract services and that sufficient funds are available. The supervisor will also monitor the contracted services. Invoice is required for payment. Invoice must be received in the Business Office by Monday in order to get paid by Friday of that week. Also, a W-9 is required if not already on file for payment.

FOR CONTRACTS OVER \$10,000

Termination of Contract: Contractor shall have completed all work covered by this contract and this contract shall terminate unless extended by mutual agreement of the district and the contracted services at the time final service is completed as indicated in paragraph 2 herein. This contract may be terminated by the District if for any reason the Contractor shall fail to fulfill in a timely and proper manner his obligation under this contract, in which event the district may terminate the contract by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the contract, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this contract at any time without cause by the furnishing of a five day written notice from the Senior Financial Administrator to the Contractor, but the contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this contract, less any compensation previously paid.

	<u>Approved</u>	<u>Not Approved</u>	<u>Signature/Date</u>
Supervisor	_____	_____	_____
Administrative Assistant	_____	_____	_____
Superintendent/Designee	_____	_____	_____

*Contracted Services totaling over \$5000.00 require prior board approval.

April 2010 - July 2010 (14 Days Total)

Nondiscrimination Statement

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its' educational programs.

APPROVAL OF RFP 10-92, IRRIGATION AND LANDSCAPE FOR IT COMPLEX

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the proposal for Irrigation & Landscape as requested by the Facilities Department which is indicated in the attached bid tabulation as being the most favorable and advantageous to the district.

Rationale

Administration sought competitive sealed bids for Irrigation & Landscaping. Proposal opening was held at the Business Office Building on March 5, 2010, at 3:00 P.M. where four (4) proposals were received, opened, and read aloud.

The school district was able to open the IT Complex Facility with the approval of the City of Edinburg under the conditions that we as a school district provided landscaping. District Administrators met with the City Forester and provided a landscaping plan that was approved by the city and is maintainable by our district maintenance personnel. In viewing and evaluating the bid totals, Green Thumb was selected due to their submitted proposal of \$27,178.00 and is advantageous for the school district due to low proposal and past performance of company.

User Department

This item was requested by Robert Estrada, District Architect.

Budgetary Information

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
199-12-6629-00-999-099-000	BLDG Purch Const. Improvement	30,000.00	0.00	0.00	30,000.00
	TOTAL	30,000.00	0.00	0.00	30,000.00

Resource Personnel

Dr. René Gutiérrez	Mario Salinas	Claudina E. Longoria
Rigoberto V. Abrego	Robert Estrada	
Sylvia D. Garcia	Amaro Tijerina	

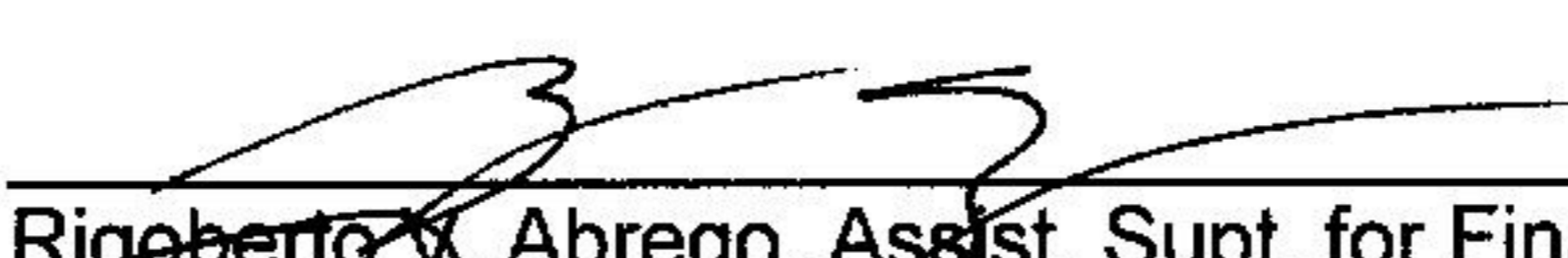
Board Policy Reference

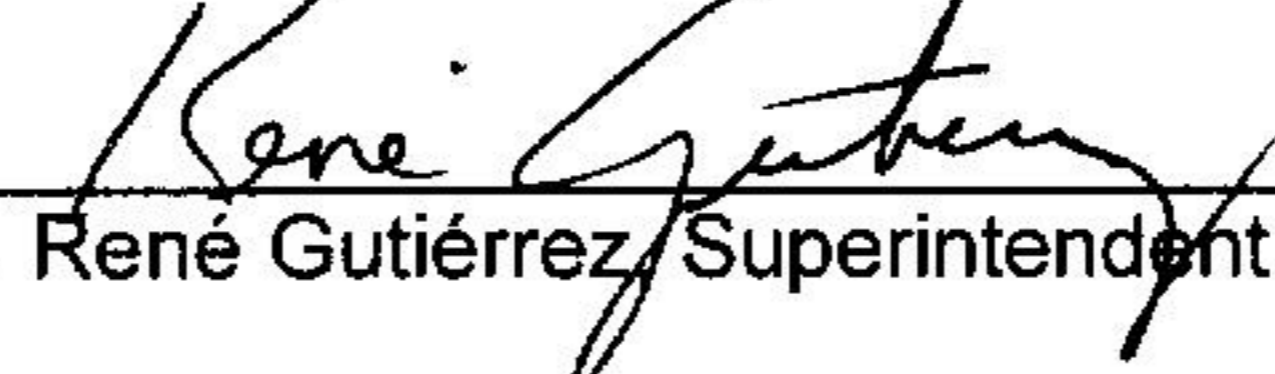
This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

Requested by: 
Robert Estrada, District Architect

Approved by: 
Mario Salinas, Asst. Supt. for District Administration

Within Budgetary Allocations : 
Sylvia D. Garcia, Director of Finance

Approved by: 
Rigoberto V. Abrego, Assist. Supt. for Finance/Operations

Recommended by: 
Dr. René Gutiérrez, Superintendent of Schools

Notes for Proposal Tabulation
RFP 10-92, IRRITATION & LANDSCAPE FOR IT COMPLEX
March 30, 2010

1. **USER DEPARTMENT:** This proposal was requested by the Facilities Department. Robert Estrada will be present to answer any detailed questions regarding this proposal.
2. **TYPE OF PROPOSAL:** This is a single time purchase.
3. **PROPOSAL EVALUATION:** This proposal was evaluated by Robert Estrada, Rene Olivarez, Rogoberto Gomez, Heralio Perez, Jr. from the Facilities Department. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** The Maintenance & Facilities Department will prepare the Purchase Orders upon board approval.
5. **AMOUNT SPENT LAST YEAR:** This is the first time for this type of proposal.
6. **AWARD RECOMMENDATION:**

VENDOR	AWARD RECOMMENDATION
Green Thumb 5818 N. Jackson Edinburg, TX 78539 CONTACT: George Davis PH: 380-2289 FX: 381-8631	\$27,178.66
GRAND TOTAL	\$27,178.66

Tabulation
RFP 10-92, IRRIGATION & LANDSCAPE
March 30, 2010

IRRIGATION TABULATION

DESCRIPTON	QTY	GRASS UNLIMITED	GREEN THUMB	SOUTHERN LANDSCAPES	TCMS, INC
Irrigation System around I.T. Complex building	1	15,000.00	11,056.00	6,055.20	7,140.00
Irrigation System (Parking Lot Trees West Side & Entry)	1	950.00	1,740.00	2,352.00	1,638.00
Boring under asphalt and/or concrete sidewalks	1	2,000.00	1,830.00	1,776.00	315.00
Labor & Supervision	1	3,000.00	1,700.00	6,788.80	10,710.00
TOTAL FOR IRRIGATION		20,950.00	16,326.00	16,972.00	19,803.00

LANDSCAPE TABULATION

DESCRIPTION	QTY	GRASS UNLIMITED		GREEN THUMB		SOUTHERN LANDSCAPES		TCMS, INC.	
		UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
LIVE OAK, Quercus Virginian, 45 gallon, 3" caliper str trk grade "A"	7	250.00	1,750.00	231.48	1,620.33	240.00	1,680.00	250.00	1,750.00
MONTERREY OAK TREE, Quercus Polymopha, 45 gallon, 2-1/2" caliper, 8' ht, 4-1/2' sprd.	3	300.00	900.00	207.98	623.94	270.00	810.00	250.00	750.00
WILD OLIVE TREE, Cordia Boissieri, 3" caliper, sgl. Trk, 6' ht, match, good shape	4	225.00	900.00	128.08	512.30	180.00	720.00	209.00	836.00
LANTANA, Lantana Horride 'Texas', 1 gallon, 15" sprd., full pot bloom	151	5.00	755.00	1.55	233.61	8.00	1,208.00	4.25	641.75
CREPE MYRTLE, 10 gallon, 2-1/2" caliper, 8' ht, 4-1/2' sprd.	4	130.00	520.00	56.40	225.60	125.00	500.00	75.00	300.00
FIRE BUSH, Hamelia Patens, 3 gallon, 32" ht, full, not leggy blooms, 4-1/2' O.C.	24	15.00	360.00	9.42	226.16	22.00	528.00	7.55	181.20
ELEAGNUS SILVERLEAF, 7 gallon	16	25.00	400.00	23.50	376.00	40.00	640.00	28.50	456.00
PYGMY DATE PALM, 24" long trk.	8	150.00	1,050.00	45.00	360.00	100.00	800.00	63.50	508.00
2" CYPRESS MULCH, 3 cu ft bag	164	6.00	984.00	4.86	796.62	6.00	984.00	4.25	697.00
LANDSCAPE LINER	4	75.00	300.00	95.80	383.19	75.00	300.00	235.00	940.00
6' HT T-POST, for trees & palms (3 each)	54	6.00	324.00	23.66	1,277.88	3.00	162.00	5.75	310.50
PROLOCK PLASTIC TIES, 100 L ft box	1	100.00	100.00	33.23	33.23	50.00	50.00	44.00	44.00
TREE RINGS (STEEL), 36" dia, each	22	12.50	275.00	16.70	367.48	40.00	880.00	26.50	583.00
EXCAVATE 12" FOR BEDS, cu. Yd.	112	3.00	336.00	11.75	1,316.00	12.00	1,344.00	4.05	453.60
8" TOPSOIL FOR BEDS, cu. Yd.	90	35.00	3,150.00	12.00	1,080.00	12.00	1,080.00	20.00	1,800.00
2" COMPOST PREMIUM FOR BEDS, cu. Yd.	22	50.00	1,100.00	18.96	417.12	26.00	572.00	50.00	1,100.00
10" TILL & MIX FOR BED PREP, sq. yd.	243	3.00	729.00	1.18	285.83	3.00	729.00	3.80	923.40
CONCRETE CURBING, L. Ft.	200	5.00	1,000.00	3.00	600.00	5.00	1,000.00	5.00	1,000.00
BERMUDA SOD, bag	1	120.00	6,840.00	117.68	117.68			250.00	250.00
LABOR & SUPERVISION	1	2,600.00	2,600.00	All unit costs include all necessary materials and labor/supervision					13,524.45
VENDOR MISCELLANEOUS		Jasmine Ground Cover, 1 gal. QTY: 150 @ 4.00	600.00			Alternate #1	2,410.00	Alternate #1	3,087.00
TOTAL FOR LANDSCAPING		24,973.00		10,852.66		13,987.00		13,524.45	
GRAND TOTAL FOR BOTH IRRIGATION & LANDSCAPING		45,923.00		27,178.66		33,369.00		36,414.45	
RANKING		4		1		2		3	

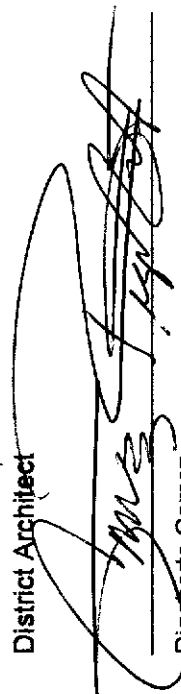
RFP 10-92 Ranking for Irrigation Landscaping Services

Irrigation & Landscape	Company Name	Irrigation & Landscaping Services	Experience of the Firm 15 pt.	Personnel & Mgmt Team 10 pt.	Meeting Overall Needs 10 pt.	Pricing 65 pt.	Total	Ranking
1	Green Thumb	YES	14	8.5	9	65	96.5	1
2	Grass Unlimited	YES	13.25	8.75	8.5	39	69.5	4
3	Southern landscaping	YES	13.75	8	8.25	53	83	2
4	TCMS, Inc.	YES	13.5	8	8.25	49	78.75	3

Committee Members:



Robert Estrada, AIA
District Architect



Rigoberto Gomez
Grounds Supervisor



Rene Olivarez, P.E.
District Engineer



Heradio Perez, Jr.
Project Manager

10-92, IRRIGATION & LANDSCAPE

8443 03-0611830
AEC ENGINEERING LLC
P.O. BOX 480
EDINBURG, TX 78540

6483 74-2851432
ALLIANCE TRANSPORTATION GROUP
11500 METRIC BLVD
BLDG. M-1, SUITE #150
AUSTIN, TX 78758

6357 74-2604468
AMBIOTEC GROUP
1101 E. HARRISON AVENUE
HARLINGEN, TX 78550

4570
DAVIS LAWN SPRAYING & FERTIZE
P.O. BOX 703
COMBES, TX 78535

8342
DE LA CRUZ PLANTS & CACTUS
1115 N. BORDER RD.
ALAMO, TX 78516

9482
GREEN THUMB YARD MAINTENANCE
5818 N JACKSON RD
EDINBURG, TX 78541

6330 751308699
HALFF ASSOCIATES INC
50000 WEST MILITARY HWY.
SUITE #100
MCALLEN, TX 78503

6466
IRRIGATION SYSTEMS COMPANY
3100 N. J STREET #27
MCALLEN, TX 78501

376 17423469844
LOZANO PAVING, INC
P O BOX 493
Ph Disc/fax no anwr/no yp list
DONNA, TX 78537

7514 73-1626488
NATIVE SCAPES LANDSCAPING
P.O. BOX 434
EDINBURG, TX 78540

8204
RIO DELTA ENGINEERING
323 WEST CANO, SUITE 100
EDINBURG, TX 78539

848 742674985
RIO GRANDE STEEL
P.O. BOX 5178
MCALLEN, TX 78502

8867 26-2941288
SAM ENGINEERING & SURVEYING
200 SOUTH CAGE BLVD
PHARR, TX 78577

5933 1-74-1865112-5
SOUTHERN LANDSCAPES
821 E. BEECH
McALLEN, TX 78501

9074
TERRACON CONSULTANTS, INC.
1506 MID-CITIES DR
PHARR, TX 78577

2604 74-1358511
TURNER COLLIE & BRADEN INC
6800 PARK 10 BLVD.
SUITE #180 SOUTH
SAN ANTONIO, TX 78213

7062 75-2612084
UNIFIED BLDG SCIENCES & ENGINE
405 INTERNATIONAL PARKWAY
SUITE #209
RICHARDSON, TX 75081

Vendors Printed: 17

APPROVAL OF RFP 08-159, ELEVATOR MAINTENANCE SERVICE – 2ND YEAR CONTRACT RENEWAL

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the renewal for the Elevator Maintenance Service as requested by the Maintenance & Facilities Department as being the most favorable and advantageous.

Rationale

This bid has a two year renewal option. This is the 2nd year renewal. Mr. Robert Saenz, Coordinator of Maintenance & Facilities and the awarded vendor have agreed in writing to continue this RFP for an additional year with only the increase for the new IT building elevator at the same cost as other elevators in the district. Elevator service and inspection are mandated by federal, state and local laws for the safety of all students and faculty district wide.

Administration sought competitive sealed RFP's for the Elevator Maintenance Service. RFP opening was held at the Business Office Building on March 10, 2008, at 3:30 P.M. where one (1) proposal was received, opened, and read aloud. Please see the attached RFP tabulation where the RFP most favorable and advantageous to the district on each item is referenced as indicated.

User Department

This item was requested by Mr. Robert Saenz, Maintenance & Facilities Department.

Budgetary Information


Account	Description	Appropriations	Encumbrance	Expenditure	Balance
199-51-6299-63-936-099000	Misc Contract Services	750,000.00	152,741.55	211,971.83	385,286.62
	TOTAL	750,000.00	152,741.55	211,971.83	385,286.62

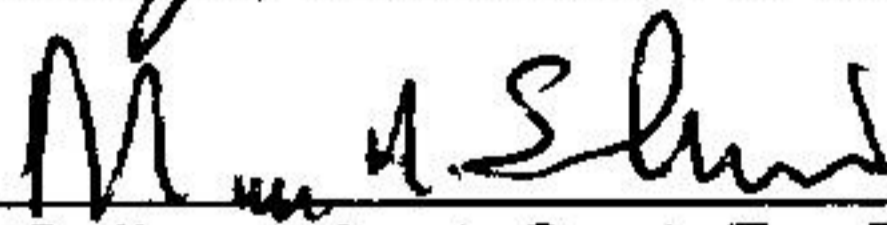
Resource Personnel


Dr. René Gutiérrez	Rigoberto V. Abrego	Sylvia D. Garcia
Mario H. Salinas	Robert J. Saenz	Amaro Tijerina
Jacqueline Kingan		


Board Policy Reference

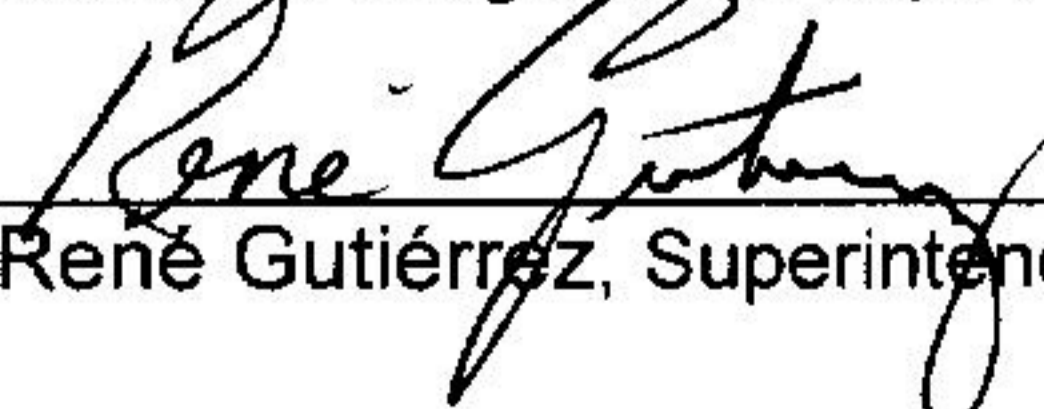
This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

Prepared by: 
Robert J. Saenz, Coordinator of Maintenance/Facilities

Approved by: 
Mario H. Salinas, Asst. Supt. For District Administration

Within Budgetary Allocations: 
Sylvia D. Garcia, Director for Finance

Approved by: 
Rigoberto V. Abrego, Asst. Supt. For Finance/Operations

Recommended by: 
Dr. René Gutiérrez, Superintendent of Schools

Notes for Bid Renewal
RFP 08-159, ELEVATOR MAINTENANCE SERVICE –
2ND YEAR CONTRACT RENEWAL
March 30, 2010

1. **USER DEPARTMENT:** This RFP was requested by the Maintenance and Facilities Department. Mr. Robert Saenz will be present to answer any detailed questions regarding this RFP.
2. **TYPE OF BID:** This is a term contract beginning May 1, 2010 or soon thereafter and ending April 30, 2011.
3. **RENEWAL OPTION:** There will be an option to renew annually for an additional two years, renewed annually, if all parties agree to the renewal in writing. In no instance shall this extension be considered automatic. There will be no price increase allowed on these specifications for the duration of the contract renewal and the specs will be flexible based on the prices given herein. This is the second year contract renewal.
4. **BID EVALUATION:** This bid was evaluated by Mr. Robert Saenz, Maintenance & Facilities. Final recommendations to the board are done by the Superintendent of Schools.
5. **ORDERING INFORMATION:** Purchase orders following Board of Trustee bid approval will be prepared by Maintenance and Facilities on an "as needed" basis.

VENDOR	ITEM	RATES	ESTIMATED TOTAL AWARD
ThyssenKrupp Elevator 5449 Bear Lane, Suite 406 Corpus Christi, TX 78405 CONTACT: Gregg Laznovsky PH: 800-334-8984 FX: 361-299-0502 www.thyssenkruppelevator.com	Regular Annual Maintenance	\$16,500.00	\$16,500.00
	IT Building Added at same cost as all elevators	\$2,700.00	\$2,700.00
	Estimated Labor for Repairs & Parts	Repairs: \$185 – Regular Time \$140 – Helper Parts: Cost plus 35% profit	\$10,000.00
ESTIMATED TOTAL AWARD RECOMMENDATION			\$29,200.00

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
DRAWER 990
EDINBURG, TEXAS 78540
PHONE: (956) 289-2311
FAX (956) 383-7887

MEMORANDUM

Date: January 8, 2010
TO: Robert J. Saenz, Coordinator for Maintenance and Facilities
FROM: Jacqueline Kingan, Senior Buyer *K*
SUBJECT: RENEWAL OF BID 08-159, ELEVATOR MAINTENANCE SERVICE

There is an option to renew the above mentioned bid. Attached is the detailed information on what was awarded April, 2008. This Bid has a two year renewal option This will be the second year renewal Hopefully, this will assist you in making your decision.

Please sign and return back to me for processing. Let me know as soon as possible, if you have any questions, give me a call at 956-289-2311 Ext. 2138.

THANK YOU!

Yes, I want to renew:

[Handwritten signature]

No, I don't want to renew:

Reason why you don't want to renew:

Thank you.

Nondiscrimination Statement

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its' educational programs.

EXHIBIT _____

Mar-08-10 11:55am

From-EDINBURG CISD PURCHASING DEPT

9559897897

T-024 P.01/08 F-116



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
431 North 8th/DRAWER 880
EDINBURG, TEXAS 76841
PHONE: (956) 389-2311
FAX (956) 383-7687

February 16, 2010

Dear ThyssenKrupp Elevator;

FAX: 866-228-5158

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 08-189, ELEVATOR MAINTENANCE SERVICE**

Our original bid specifications provided for a two year extension of the awarded contract if both parties agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract will start May 1, 2010 or soon thereafter and end April 30, 2011. Please see attachment for current pricing. We have added the additional elevator in the Technology Department. Please include the cost for this elevator.

We are interested in knowing whether your company will extend this contract for an additional year. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Jacqueline Kingan, Senior Buyer at 956-389-2311, Ext. 2137 or e-mail at j.kingan@ecisd.us if you have any questions regarding this contract.

YES: *Jacqueline Kingan* per original discounts, terms, and conditions.
Vendor Signature

NO: _____, I am not interested in extending my awarded contract.
Vendor Signature

THYSSEN KRUPP ELEVATOR
Company Name

Approved for Renewal:

_____ Edinburg CISD Date

EXHIBIT _____

Addendum A.

This addendum shall be made a part of this agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern.

Effective January 26, 2010 for the elevator located at the "ECISD IT Complex" building (Serial No. EZ1630), shall become part of the existing "Elevator Maintenance Agreement" RFP #08-159 "Elevators Maintenance Service" awarded to ThyssenKrupp Elevator Corporation by Edinburg Consolidated Independent School District on 05/01/08. The additional price of \$225.00 per month, \$875.00 per quarter for this unit will be added to the existing contract price and will be included in your monthly/quarterly billing statements. This "Addendum A" will expire along with the RFP #08-159 on April 30, 2011.

Accepted:

Addendum to contract dated: 01 - 07 - 2010

THYSSENKRUPP ELEVATOR CORPORATION

By: *Gregory S. Laznovsky*
(Signature of ThyssenKrupp Elevator Representative)

Gregory S. Laznovsky

(956) 582-0210

Date: 01/07/2010

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: RFP #08-159
(Signature of Authorized Individual)

JACKIE KINGAN
(Printed or Typed Name)

Title: PURCHASING AGENT

Date: 01/11/2010

ThyssenKrupp Elevator Approval:

By: *[Signature]*

Title: Branch Manager

Date: 3/5/10

A1 03/02

EXHIBIT _____

APPROVAL OF AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE CITY OF EDINBURG FOR SOUTH MIDDLE SCHOOL TRAFFIC AND CIRCULATION IMPROVEMENT PROJECT

Superintendent's Recommendation

That the Board of Trustees approves Amendment to Interlocal Cooperation Agreement between the Edinburg Consolidated Independent School District and the City of Edinburg for South Middle School Traffic and Circulation Improvement Project as recommended by Administration.

Rationale

Last summer the Board approved an Interlocal with the City for these improvements which included \$78,390 for District's portion and \$47,932 for the City's portion for construction. This Amendment increases the scope of work and cost participation to \$144,776.25 for the District and \$198,432.24 for the City's portion of work. The added scope of work for the District is a paving reclaim/overlay for \$66,386.25. The City's added scope of work is additional traffic signals, a turning lane along Freddy Gonzales street, a traffic study and survey. The City will perform all Engineering services, bidding and the construction administration whereas the District will reimburse the City not to exceed \$144,776 for their portion of work.

Budgetary Information

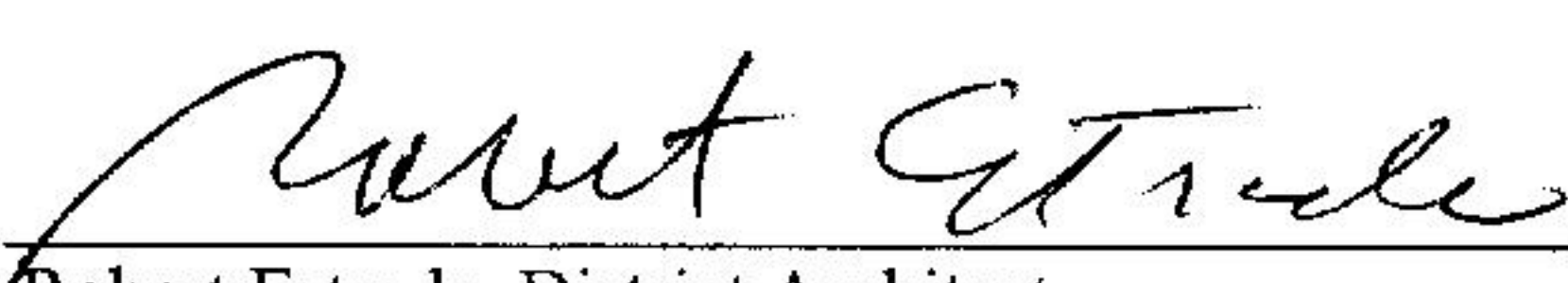
Account Number	Appropriation	Encumbrance	Expenditure	Balance
199-81-6629-00-044-099	\$ 80,000.00	\$0.00	\$0.00	\$ 80,000.00
199-51-6319-00-935-099	\$140,510.00	\$48,500.00	\$0.00	\$ 92,010.00

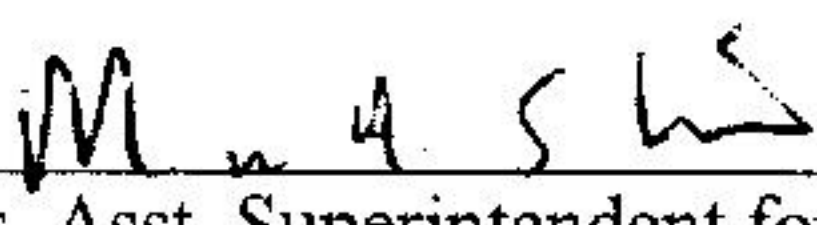
Resource Personnel

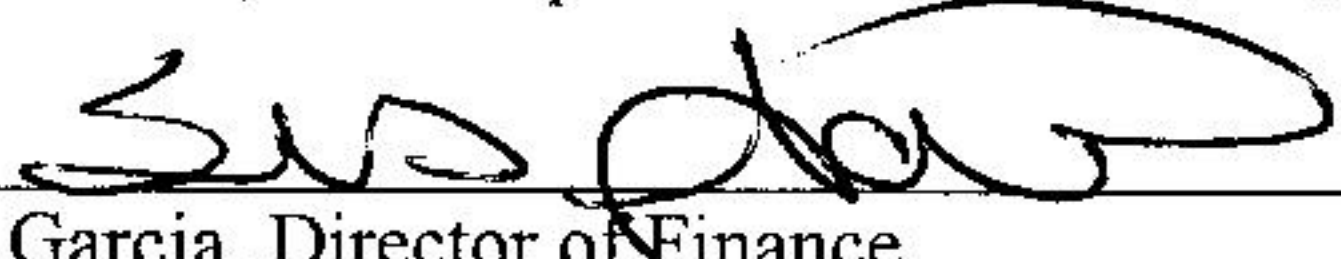
Dr. Rene Gutierrez
 Mario Salinas
 Rigoberto Abrego
 Sylvia Garcia
 Robert Estrada

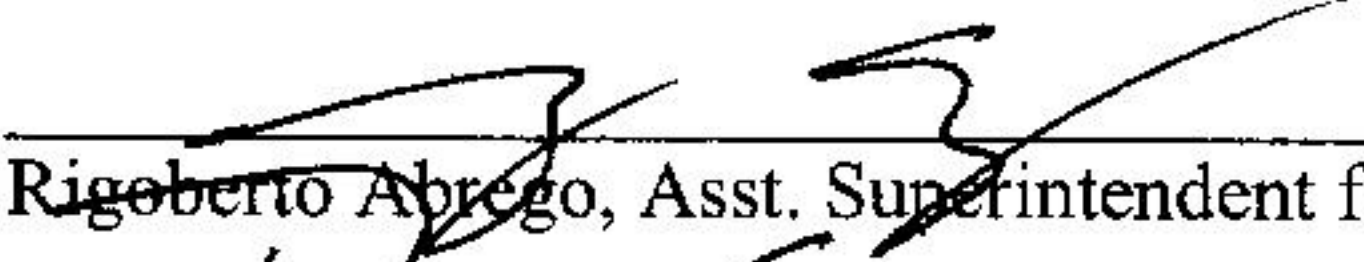
Board Policy Reference


This is in accordance with Board Policy CVB (Legal) Facilities Construction:

Prepared by: 
 Robert Estrada, District Architect

Approved by: 
 Mario Salinas, Asst. Superintendent for District Administration

Within Budgetary Allocations: 
 Sylvia Garcia, Director of Finance

Approved by: 
 Rigoberto Abrego, Asst. Superintendent for Finance

Superintendent: 
 Dr. Rene Gutierrez

STATE OF TEXAS §

COUNTY OF HIDALGO §

**AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF EDINBURG**

This AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT between the **EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT** and the **CITY OF EDINBURG, TEXAS**, is made pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, on or about May 27, 2009, the Edinburg Consolidated Independent School District (the "District") entered into an Interlocal Cooperation Agreement ("Interlocal Agreement") with the City of Edinburg (the "City") for a project known as the **SOUTH MIDDLE SCHOOL TRAFFIC AND CIRCULATION IMPROVEMENTS PROJECT** (the "Project");

WHEREAS, the District and the City entered into the Interlocal Agreement in order for the City to assist the District by providing engineering services for the construction of the Project;

WHEREAS, the District agreed to participate in the Project by funding and constructing sidewalks, fence, handicap ramps, parking lot improvements, handling of bids and construction management.

WHEREAS, the City agreed to participate in the Project by providing engineering design, materials and installation for the modification of the 4th Street and Freddy Gonzalez traffic signal; the labor component of installation of traffic signs; the design, plans and specifications for sidewalks, handicap ramps, fence, internal parking overlay & striping layout;

WHEREAS, for and in consideration of the tasks performed by the District and the City and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed upon Amendment to the Interlocal Agreement, District and City hereby agree to the following amendments to the Interlocal Agreement:

1. The following paragraphs are incorporated into the Agreement:

EXHIBIT _____

- 1a. Edinburg agrees to exercise its right to extend work under the existing construction contract to perform work subject to escrow funds being deposited to the City in an amount covering all costs related to items outlined as the District's responsibilities, not to exceed \$144,776.00. Should construction bids be received in excess of this amount, the City of Edinburg will have the option of either re-negotiating the item, or amending this agreement to increase the funds that the District will provide for the project.
 - 1b. Edinburg agrees to perform construction management and inspection at no cost to the District.
2. The paragraph numbered 2 of the Interlocal Agreement is deleted in its entirety and the following is inserted in lieu thereof:
2. The District agrees to participate in the project by depositing escrow funds for the construction of sidewalks, fence, handicap ramps, and parking lot improvements as shown on the plans and specifications.
 3. Except as modified herein, all terms and conditions of the Interlocal Agreement as amended, remain in full force and effect and the District and City of Edinburg ratify and confirm the terms and provisions of the Interlocal Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

EDINBURG CISD

Omar Palacios, President, Board of Trustees

ATTEST:

BY: _____
Ciro Trevino, Secretary, Board of Trustees

APPROVED AS TO FORM:

By: _____
Jacques E. Treviño

EXHIBIT _____

District General Counsel

CITY OF EDINBURG

Ramiro Garza, Jr., City Manager

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

Gonzalez Palacios LLP, Attorney at Law
City Attorney

EXHIBIT _____

Cost Estimate

ORIGINAL

■ ECISD Portion	\$ 78,390.00
■ Sidewalk, Drive, Fencing, Signage	
■ City of Edinburg	<u>\$ 47,932.24</u>
■ Striping, Signage, Engineering	\$126,322.24

REVISED

■ ECISD	\$ 78,390.00
■ Sidewalk, Turn lane, Fencing	<u>\$ 66,386.25</u>
■ Reclaim / Overlay	\$144,776.25
■ City	
■ Striping, Signal, Engineering	\$ 47,932.24
■ Traffic Signal (4 th)	\$ 10,000.00
■ Turn Lane (Freddy)	\$ 16,000.00
■ Traffic Signal	\$ 120,000.00
■ Traffic Study (Aldana Engineering)	\$ 2,500.00
■ Survey (Aldana Engineering)	\$ 500.00
■ Parcel Map (R.E. Garcia Engineering)	<u>\$ 1,500.00</u>
	\$ 198,432.24

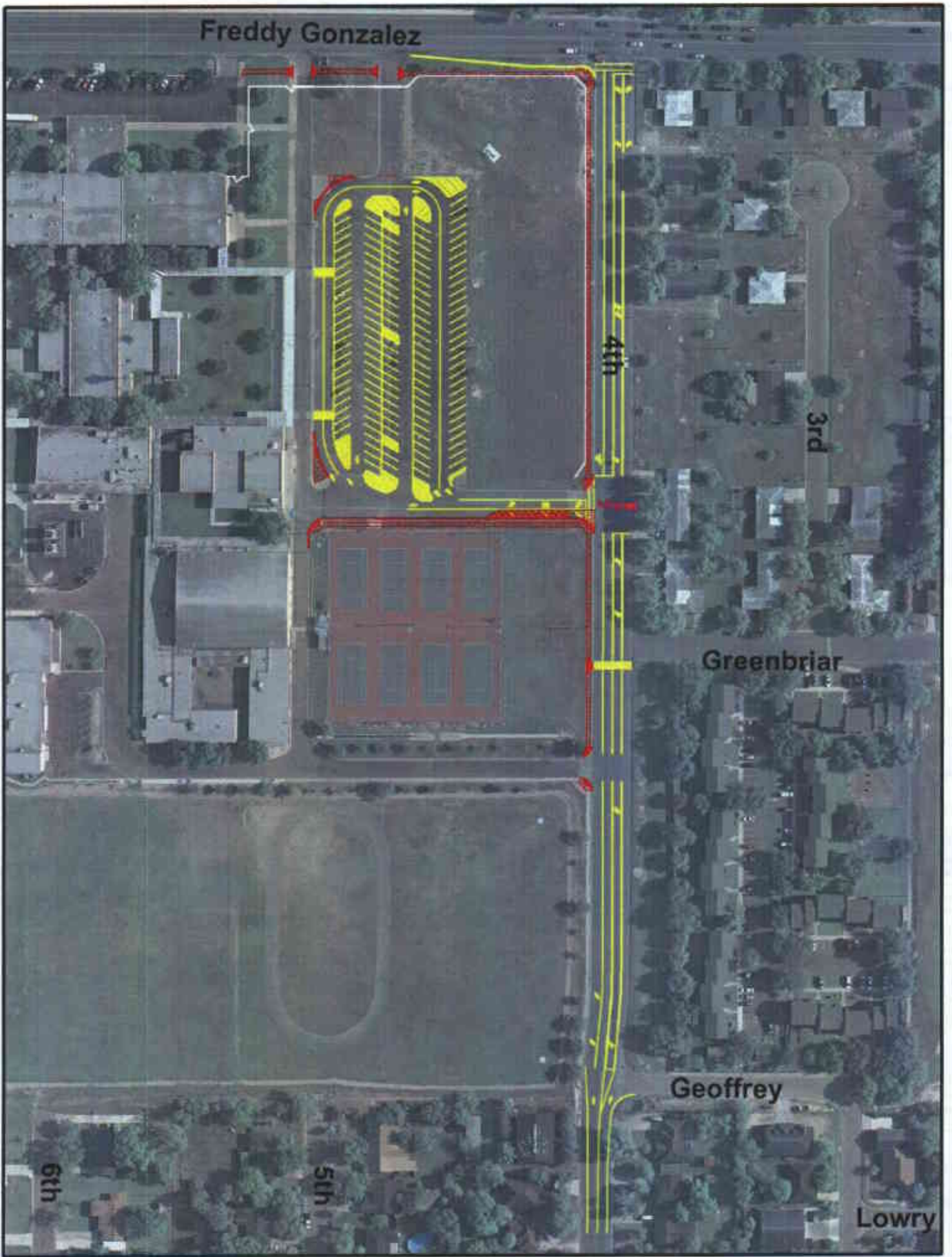


EXHIBIT _____

APPROVAL OF RIGHT-OF-WAY DEDICATION ALONG FREDDY GONZALEZ AND FOURTH STREET FOR SOUTH MIDDLE SCHOOL ROAD IMPROVEMENTS

Superintendent's Recommendation

That the Board of Trustees approves Right-of-Way Dedication along Freddy Gonzalez and Forth Street for South Middle School Road Improvements as recommended by Administration.

Rationale

Edinburg CISD and City Engineering have developed a plan to improve traffic and pedestrian safety and circulation for parent pick up at South Middle School. The plan requires this right-of-way for the proposed turning lane along Freddy Gonzalez and for the maintenance of sidewalks along both roads.

The Facilities Committee has reviewed this item and recommends Board approval.

Budgetary Information


Account Number	Appropriation	Encumbrance	Expenditure	Balance
199-81-6629-00-044-099	\$ 80,000.00	\$0.00	\$0.00	\$ 80,000.00
199-51-6319-00-935-099	\$140,510.00	\$48,500.00	\$0.00	\$ 92,010.00

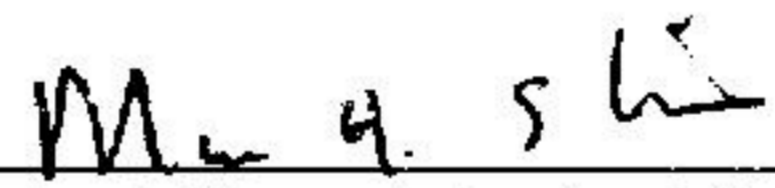
Resource Personnel

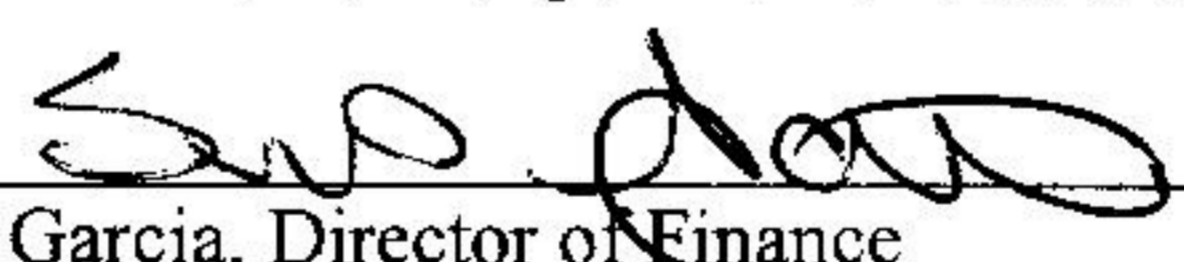
Facilities Committee
 Dr. Rene Gutierrez
 Mario Salinas
 Rigoberto Abrego
 Sylvia Garcia
 Robert Estrada

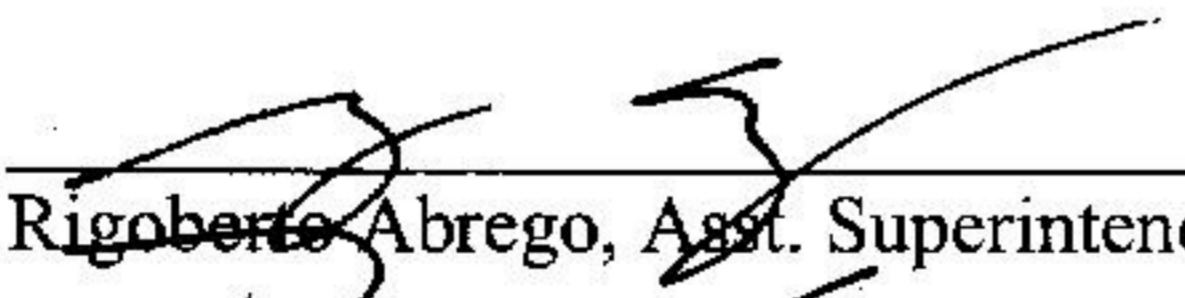
Board Policy Reference

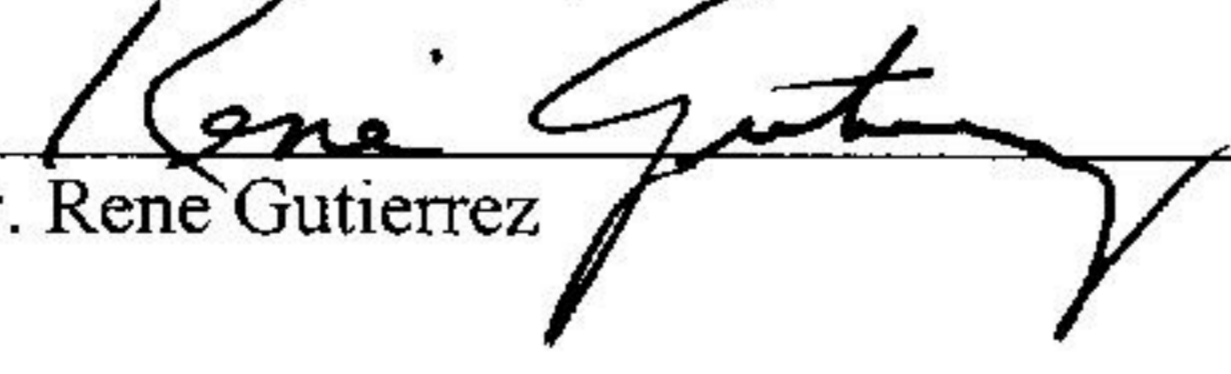
This is in accordance with Board Policy CVB (Legal) Facilities Construction:

Prepared by: 
 Robert Estrada, District Architect

Approved by: 
 Mario Salinas, Asst. Superintendent for District Administration

Within Budgetary Allocations: 
 Sylvia Garcia, Director of Finance

Approved by: 
 Rigoberto Abrego, Asst. Superintendent for Finance

Superintendent: 
 Dr. Rene Gutierrez

THE STATE OF TEXAS §

RIGHT-OF-WAY DEDICATION

COUNTY OF HIDALGO §

KNOW ALL MEN BY THESE PRESENTS: That **EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, ("Grantor")**, an educational corporation organized under the laws of the State of Texas, for and in consideration of cash and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by the **CITY OF EDINBURG, TEXAS**, a home-rule Municipal Corporation of Hidalgo County, Texas (**"Grantee"**), does by these presents **GRANT, BARGAIN, SELL and CONVEY** unto the Said Grantee, Hidalgo County, Texas, for the construction, maintenance and operation of a public roadway and for the installation and maintenance of public utility lines, all of that certain strip, tract or parcel of land situated along 4TH Street and Freddy Gonzalez Drive; a 1.79 acre of land, more particularly described in metes and bounds description and map attached hereto as Exhibit "A."

Reservations from and Exceptions to Conveyance:

This conveyance is made subject to the covenant, consideration and condition that the following restrictions shall in all things be observed, followed, and complied with:

1. The above-described Land, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction that discriminates against any person because of his or her race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
2. The above-described Land, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction that creates, maintains, reinforces, renews, or encourages, or that tends to create, maintain, reinforce, renew or encourage a dual school system.

These restrictions and conditions shall be binding upon Grantee, its successors and assigns, for a period of fifty (50) years from the Effective Date hereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the Land, and each and every parcel thereof, and shall be fully binding upon any person, firm partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation, hereafter acquire any estate, title, interest or property in the Land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of Grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate hereby conveyed.

It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

- a. As to the restrictions set out in 1 above, any person prejudiced by its violation;
- b. As to the restriction set out in 2 above, any public school district or any person prejudiced by its violation; and
- c. As to either or both of the restrictions set out in 1 and 2 above, the United States of America, as plaintiff, and the American G.I. Forum, the League of United Latin American Citizens (LULAC), AND THE National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District Court, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex. 1971); aff'd with modifications sub nom, U.S. v. State of Texas and J.W. Edgar, et al., 447 F.2d 441 (5 Cir. 1971); stay den. sub nom. Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted, that in case of violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- A. To enforce either or both of such restrictions relating to the use of the above-described Land;
- B. To abate or prevent violations of either or both such restrictions; and,
- C. To recover damages for a breach of either or both such restrictions.

It is further covenanted, that if any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both such restrictions, if the court finds that the proceedings were necessary to bring about compliance herewith.

TO HAVE AND TO HOLD said right-of-way on the above-described premises, together with all singular and right and privileges herein granted thereto in any ways belonging, unto the CITY OF EDINBURG, Texas, its successors or assigns forever or for so long as the same shall be useful for the purposes of and desires by said Grantee, its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the ___ day of _____, 2010, A.D.

Grantor:

**EDINBURG CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT,**

BY: _____
OMAR PALACIOS, President

**ACCEPTED:
Grantee:**

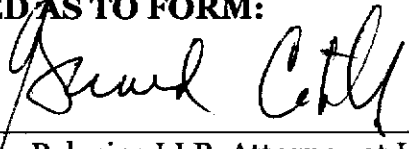
CITY OF EDINBURG

Richard H. Garcia, Mayor

ATTESTED:

BY: _____
Myra Garza, City Secretary

APPROVED AS TO FORM:

BY:  _____
Gonzalez Palacios LLP, Attorney at Law
City Attorney

STATE OF TEXAS §
COUNTY OF HIDALGO §

CORPORATE ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared OMAR PALACIOS, PRESIDENT OF THE BOARD OF TRUSTEES OF THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, an educational subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the

Edinburg CISD – South Middle School - Right-of-Way Dedication - Page 3

EXHIBIT _____

act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ___ day of _____, 2010.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF HIDALGO §

CORPORATE ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared RICHARD H. GARCIA, MAYOR OF THE CITY OF EDINBURG, TEXAS, a home-rule municipal corporation of the County of Hidalgo, State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ___ day of _____, 2010.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AFTER RECORDING RETURN TO:

**PILAR CORPUS, ROW Coordinator
CITY OF EDINBURG – ENGINEERING DEPT.
P.O. Box 1079
Edinburg, Texas 78540-1079**

Edinburg CISD –South Middle School - Right-of-Way Dedication - Page 4

EXHIBIT _____

**Additional Right-of-Way
Freddy Gonzalez Road &
4th Street**

**METES AND BOUNDS DESCRIPTION
FOR A
1.79 ACRE TRACT**

A 1.79 acre tract of land being a portion of Lot 5, Section 271, Texas Mexican Railway Company's Subdivision as recorded in Volume 24, Page 168, Deed Records, Hidalgo County, Texas, also being a portion of those certain tracts described in Deeds recorded in Volume 909, Page 428, and Volume 980, Page 662, Deed Records, Hidalgo County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a point on the centerline of Freddy Gonzalez Road also being the south line of said Lot 5, Section 271, for the southeast corner of herein described tract. Said point bears N 80° 35' 00" W 202.50 feet from the southeast corner of said Lot 5, Section 271.

THENCE N 80° 35' 00" W 1,043.80 feet along said centerline of Freddy Gonzalez Road also being the south line of said Lot 5, Section 271, to a point on the east Right-of-Way line of a Hidalgo County Irrigation District #1 70.00 foot Right-of-Way as described in Hidalgo County Irrigation District #1 Board Records within 4th Street for the southwest corner of herein described tract. Said point bears S 80° 35' 00" E 70.00 feet from the southwest corner of said Lot 5, Section 271.

THENCE N 08° 59' 00" E along said east Right-of-Way line of a Hidalgo County Irrigation District #1 70.00 foot Right-of-Way within 4th Street being parallel to the north line of said Lot 5, Section 271, pass at 20.00 feet a point being the north Right-of-Way line of said Freddy Gonzalez Road and continuing for a total distance of 1,285.43 feet to a point on the south Right-of-Way line of a Hidalgo County Irrigation District #1 80.00 foot Right-of-Way as described in Hidalgo County Irrigation District #1 Board Records for the northwest corner of herein described tract.

THENCE S 80° 53' 00" E 20.00 feet along said south Right-of-Way line of a Hidalgo County Irrigation District #1 80.00 foot Right-of-Way being parallel to the north line of said Lot 5, Section 271, to a set one-half inch iron rod for an exterior corner of herein described tract.

THENCE S 08° 59' 00" W 1,195.47 feet parallel to the north line of said Lot 5, Section 271, to a set one-half inch iron rod for an interior corner of herein described tract.

THENCE S 35° 57' 00" E 56.63 feet along a line to a set one-half inch iron rod for an interior corner of herein described tract.

EXHIBIT "A"

THENCE S 80° 35' 00" E 983.93 feet parallel to the south line of said Lot 5, Section 271, to a set one-half inch iron rod on the west Right-of-Way line of 7th Street for an exterior corner of herein described tract.

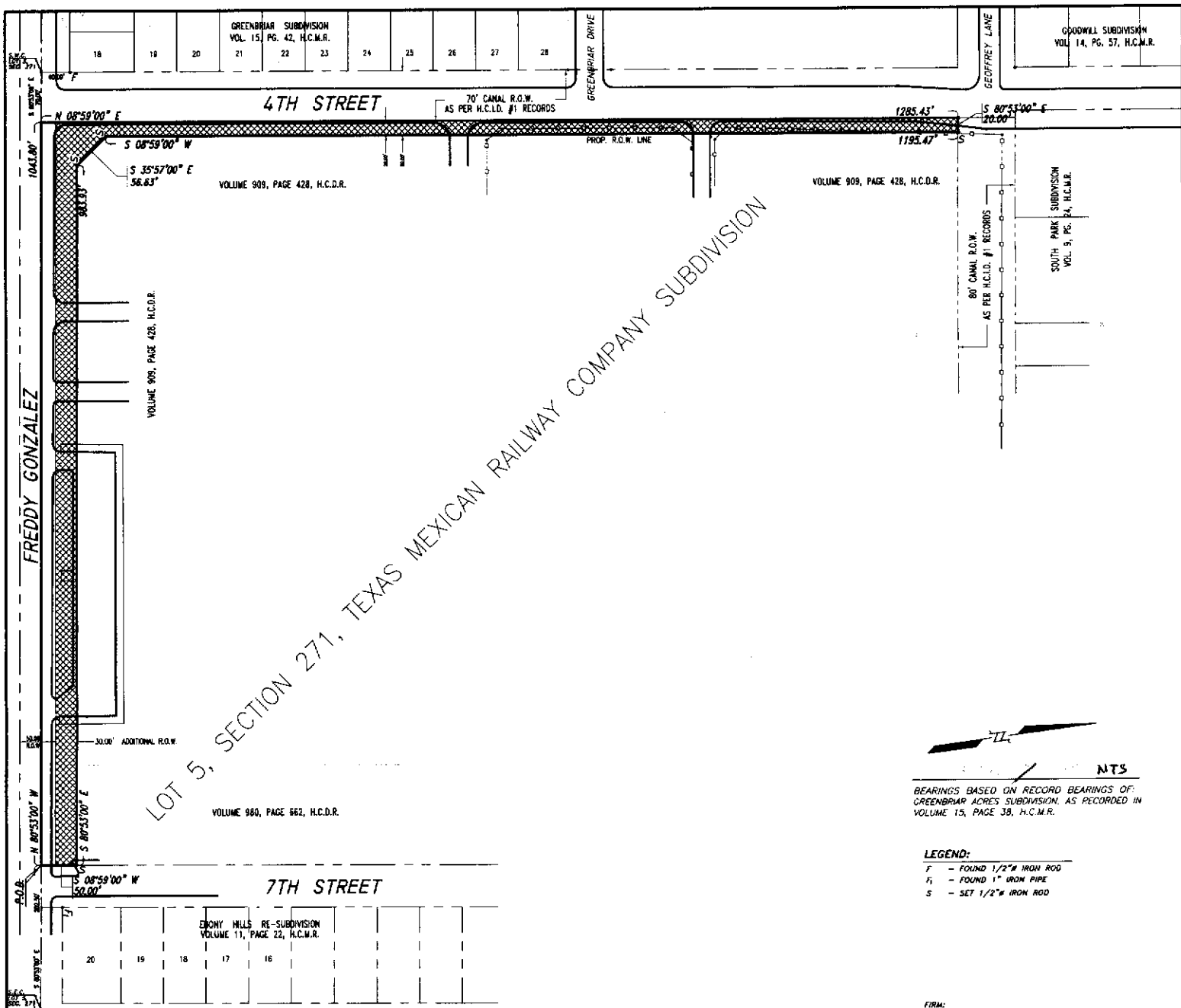
THENCE S 08° 59' 00" W along said west Right-of-Way line of 7th Street being parallel to the east line of said Lot 5, Section 271, pass at 30.00 feet a point being the north Right-of-Way line of said Freddy Gonzalez Road and continuing for a total distance of 50.00 feet to the point of beginning and containing 1.79 acres (77,849 square feet) of land of which 0.48 of an acre (20,876 square feet) lies within the existing Freddy Gonzalez Road Right-of-Way leaving 1.31 acres (56,973 square feet) of land being acquired, more or less.




Raul E. Garcia
Registered Professional Land Surveyor No. 4204
Registered Professional Engineer No. 64790

JOB NO.: 2009-205.TEXMEX.ROW
R. E. GARCIA & ASSOCIATES

EXHIBIT _____



NTS
 BEARINGS BASED ON RECORD BEARINGS OF GREENBRIAR ACRES SUBDIVISION AS RECORDED IN VOLUME 15, PAGE 38, H.C.M.R.

LEGEND:
 F - FOUND 1/2" IRON ROD
 F₁ - FOUND 1" IRON PIPE
 S - SET 1/2" IRON ROD

FIRM:
 FLOOD INSURANCE RATE MAP
 COMMUNITY-PANEL NUMBER
 480338 0030 E
 MAP REVISED: JUNE 6, 2000.
 THIS AREA IS IN FLOOD ZONE "X"

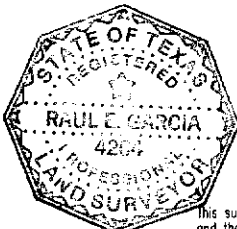
PLAT SHOWING

A 1.79 ACRE TRACT OF LAND BEING A PORTION OF LOT 5, SECTION 271, TEXAS MEXICAN RAILWAY COMPANY'S SUBDIVISION AS RECORDED IN VOLUME 24, PAGE 168, DEED RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING A PORTION OF THOSE CERTAIN TRACTS DESCRIBED IN DEEDS RECORDED IN VOLUME 909, PAGE 428, AND VOLUME 980, PAGE 662, DEED RECORDS, HIDALGO COUNTY, TEXAS.

LEGEND:
 F - FOUND 5/8" IRON ROD
 F₁ - FOUND 1/2" IRON ROD
 F₂ - FOUND 3/8" IRON ROD

NOTE:
 1. UNDERGROUND AND OVERHEAD FACILITIES ARE NOT SHOWN ON THIS SURVEY.
 2. H.C.I.D. #1 R.O.W. SHOWN AS PER H.C.I.D. #1 BOARD RECORDS.

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE PLAT OF THE LANDS AS SURVEYED UNDER MY DIRECTION AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, PROTRUSIONS, OVERLAPPING OF IMPROVEMENTS, EXCEPT AS SHOWN.



Raul E. Garcia
 REGISTERED PROFESSIONAL LAND SURVEYOR # 4204

This survey is being provided solely for the use of the current parties and that no license has been created, expressed or implied, to copy the survey except as is necessary in conjunction with the original transaction which shall take place within a six (6) months time period.

ENGINEER: R.E. Garcia Associates	R.E. GARCIA & ASSOCIATES ENGINEERS, SURVEYORS, PLANNERS 116 NORTH 12th AVE. EDINBURG, TEXAS 78541 (936) 381-1061 FIRM: F-5801	TITLE: ADDITIONAL R.O.W. SURVEY DRAWN BY: R.W.S. DATE: DECEMBER 15, 2008 SCALE: 1" = 100' JOB # 2009-205 BOOK # T-118/Pg. 76
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EXHIBIT

APPROVAL OF THE CONSULTANT AGREEMENT WITH THINKING MAPS, INC. TO PROVIDE THINKING MAPS TRAINING TO ELEMENTARY AND SECONDARY TEACHERS

Superintendent's Recommendation

That the Board of Trustees give approval of the consultant agreement with Thinking Maps, Inc. to provide Thinking Maps training to elementary and secondary teachers.

Rationale

Thinking Maps are visual teaching tools that foster and encourage lifelong learning. Based on thorough and well-accepted academic study and brain research, the eight Thinking Maps tools correspond with eight fundamental thinking processes. More than simple task-specific graphic organizers, these tools can be utilized individually or in various combinations to form a common visual language. By providing tools that can be used consistently across disciplines, Thinking Maps promote integrated thinking and interdisciplinary learning. Thinking Maps tools and strategies also improve the development of academic vocabulary, reading comprehension skills and writing across the curriculum. Thinking Maps are used within all disciplines, content areas and assist in the complexity and depth of content acquisition.

Connections to the District Plan:

District Goal: Goal 1-Academic Excellence in all grade levels: ECISD shall provide a diversified and innovative curriculum that focuses on comprehension, critical and creative thinking, application and problem solving for all students to achieve commended performance.

District Goal: Goal 1-Objective 3: ECISD will supplement the instructional programs to meet the special needs of all special populations in order to narrow the achievement gap.

District Goal: Goal 2-Professional Development: ECISD shall provide for the development and support of highly qualified administrators, teachers, and auxiliary staff to ensure student success.

Paperwork Impact Minimal

Budgetary Information

Thinking Maps has been paid \$4,559.00 on November 18, 2009, for consultant services.

Additional consultant services \$3,500.00

Total Amount: 3,500.00

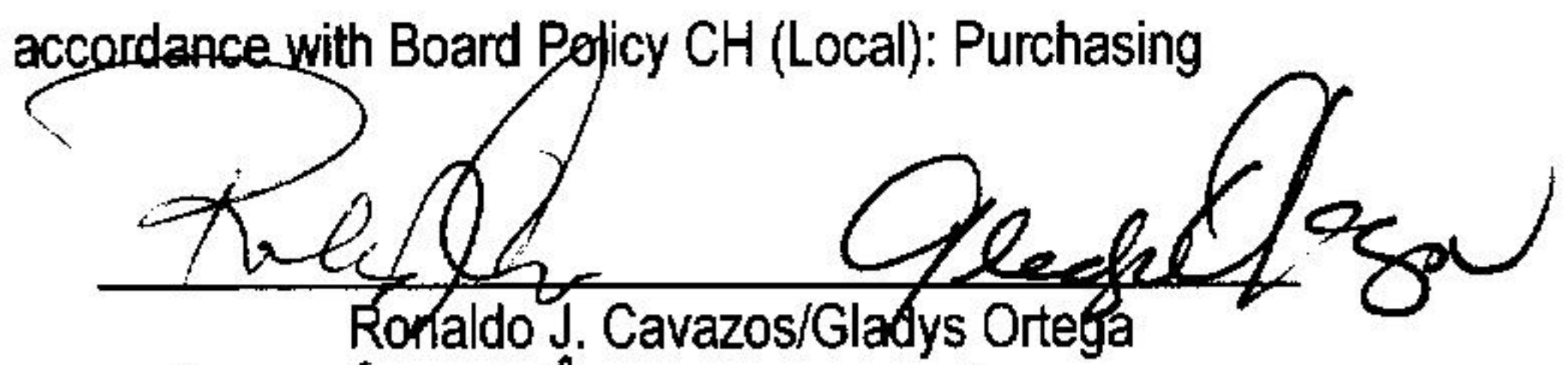
Account	Description	Appro.	Enc.	Exp.	Balance
161-13-6291-05-699-030-000	Consultant Services	5,000	0	0	5,000

Resource Personnel

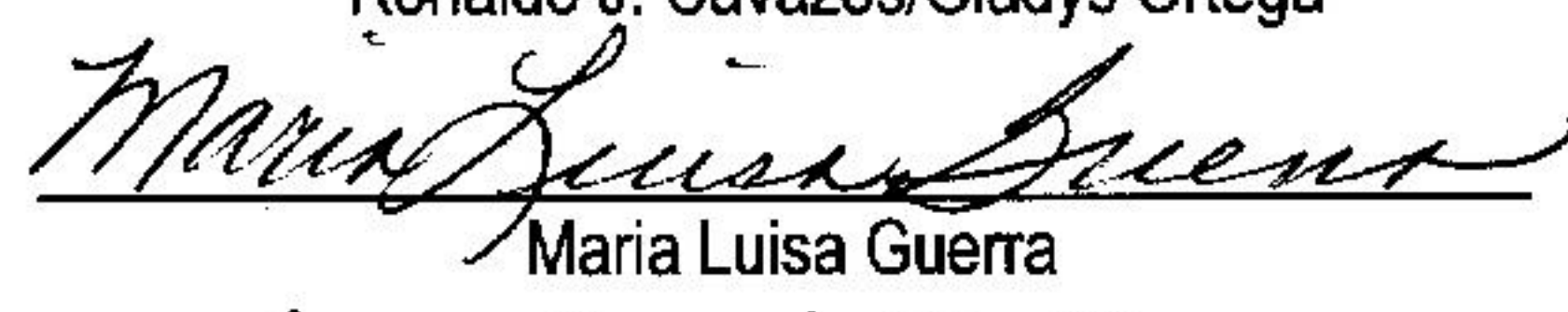
Dr. René Gutiérrez, Superintendent of Schools
 María Luisa Guerra, Assistant Superintendent for Instruction and Support Services
 Ronaldo J. Cavazos, Director of Federal Programs
 Gladys Ortega, Director of Bilingual/ESL

Board Policy Reference and Compliance: This item is in accordance with Board Policy CH (Local): Purchasing and Acquisitions.

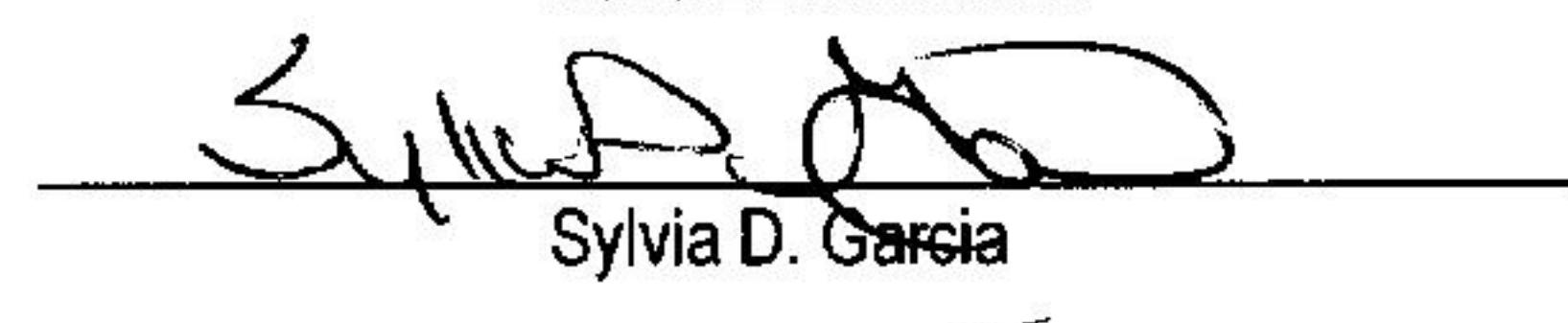
Requested by:


 Ronaldo J. Cavazos/Gladys Ortega

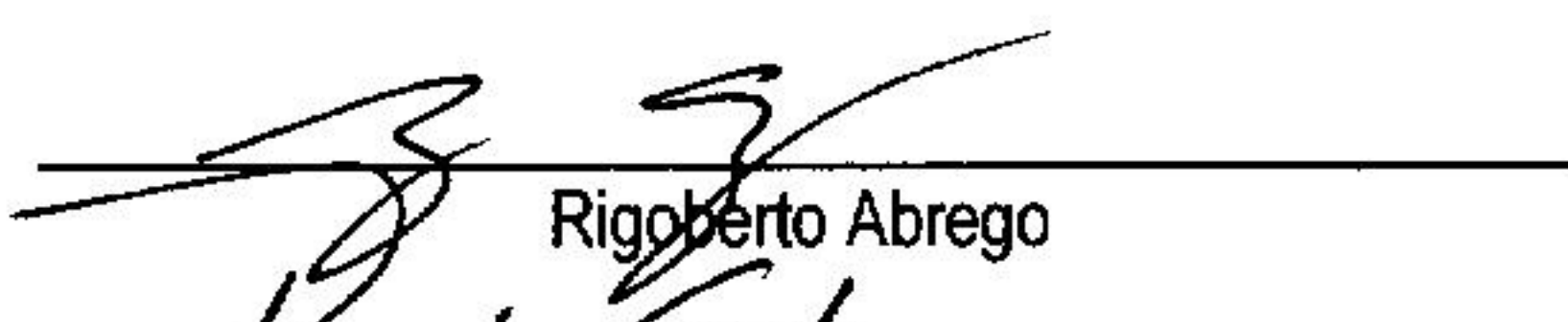
Approved by:


 Maria Luisa Guerra

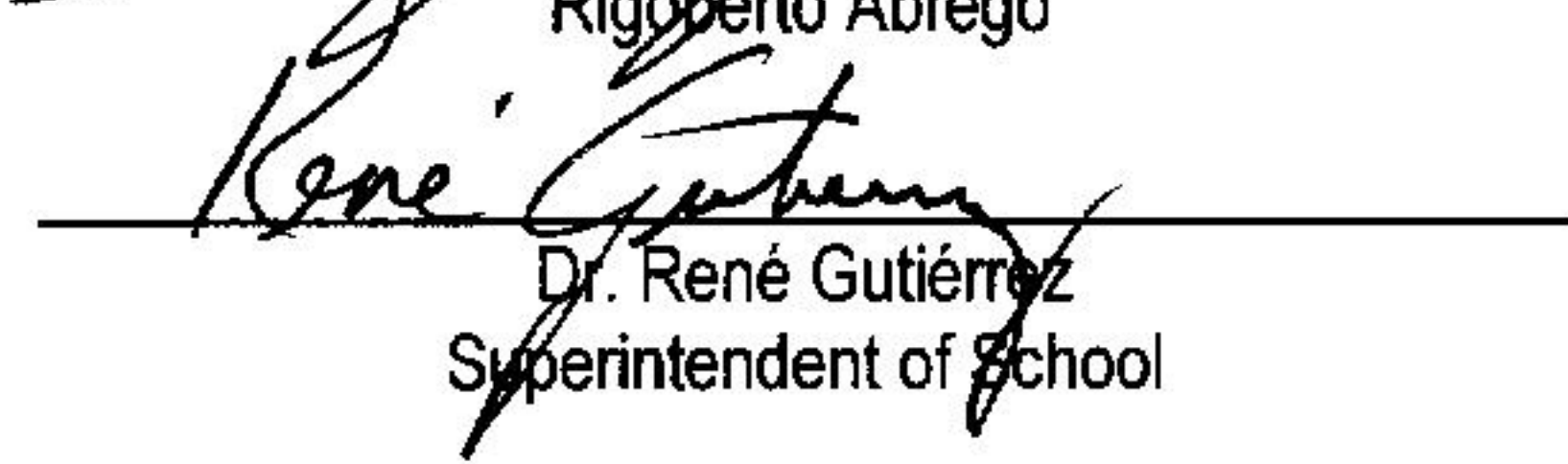
Within Budgetary Allocation:


 Sylvia D. Garcia

Finance Department Approval:


 Rigoberto Abrego

Recommended by:


 Dr. René Gutiérrez
 Superintendent of School

➔ EXHIBIT _____, PAGES _____



Ricardo Gonzalez
 4319 Medical Drive #131-353
 San Antonio, Texas 78229
 rgonzalez@thinkingmaps.com

Fax: (919) 678-8782
 Phone: (800) 243-9169
 Cell: (210) 861-2424
 www.thinkingmaps.com

LANGUAGE FOR LEARNING

THINKING MAPS COST ANALYSIS

Date: February 10, 2010
 District: Edinburg CISD
 Campus/Department: Bilingual/ESL-Gladys Ortega (Director)
 Contact: Gladys Ortega
 Email: g.ortega@ecisd.us
 Address: 411 N. 8th St.
 City: Edinburg
 State/Zip: Texas 78539
 Phone: (956) 289-2300
 Fax: (956) 385-3346

STAFF DEVELOPMENT

# of Days	Type of Training	Price Per Day Per Consultant	Number of Consultants	Total
2	TM Language for Learning-Direct Teacher Training (100 PARTICIPANTS: 50 Elem/50 Secondary)	\$1,750	1	\$3,500.00
			TOTAL	\$3,500.00

MATERIALS/SUPPLIES/SOFTWARE

Quantity	Description	Thinking Maps Item #	Unit Price	Total
			TOTAL	\$0.00
			Materials Subtotal	\$0.00
			Materials Shipping/Handling	\$0.00
			Software Subtotal	\$0.00
			Software Shipping/Handling	\$0.00
			Staff Development Expenses	\$3,500.00
			GRAND TOTAL	\$3,500.00

*Shipping/handling services other than regular UPS will be charged at the following rates:
 3-Day Select - 8%
 2 Day Air - 10%
 Overnight Delivery - 12%

Note: This is not an invoice, but an estimated cost proposal for services/materials.



EXHIBIT _____

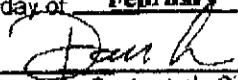
CONTRACTED SERVICE AGREEMENT

This Contract/Agreement is made and entered into by and between Edinburg CISD, and Thinking Maps referred to herein as "Contractor". The parties have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks hereinafter described.

Contractor shall provide professional services, consultation, and expertise for use and benefit to Edinburg Consolidated Independent School District.

Agency shall pay contractor a fee of \$ 3,500.00 for services and related expenses.*

Approved and accepted by Contractor this 19th day of February 2010.


Contractor's Signature

Contractor's Name: Thinking Maps - Path to Proficiency for ELL

Address: 4319 Medical Dr. City: San Antonio State: TX Zip Code: 78229

Federal ID #: 56-1717372 Contract Period From: 8/4/10 to 8/5/10

Scope of Work: On-Site Staff Development for Path to Proficiency for ELL

Amount of Fee: 3,500.00

Funding Account Number: 161-13-6291-05-699-030

Contracted Services must be approved 11 days prior of work. A Purchase Order must also be attached. By approval, the supervisor certifies that need for contract services and that sufficient funds are available. The supervisor will also monitor the contracted services. Invoice is required for payment. Invoice must be received in the Business office by Monday in order to get paid by Friday of that week. Also, a W-9 is required if not already on file for payment.

FOR CONTRACTS OVER \$10,000

Termination of Contract: Contractor shall have completed all work covered by this contract and this contract shall terminate unless extended by mutual agreement of the district and the contracted services at the time final service is completed as indicated in paragraph 2 herein. This contract may be terminated by the District if for any reason the Contractor shall fail to fulfill in a timely and proper manner his obligation under this contract, in which event the district may terminate the contract by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the contract, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this contract at any time without cause by the furnishing of a five day written notice from the Senior Financial Administrator to the Contractor, but the contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this contract, less any compensation previously paid.

	<u>Approved</u>	<u>Not Approved</u>	<u>Signature/Date</u>
Supervisor	_____	_____	_____
Administrative Assistant	_____	_____	_____
Superintendent/Designee	_____	_____	_____

*Contracted Services totaling over \$5000.00 require prior board approval.

Nondiscrimination Statement

It is the policy of Edinburg CISD not discriminate on the basis of sex, age, handicap, religion, race color, or national origin in its educational programs.

White - Vendor

Yellow - Originator

Pink - Accounts Payable

→ EXHIBIT _____



Edinburg Consolidated Independent School District Sole Source Affidavit



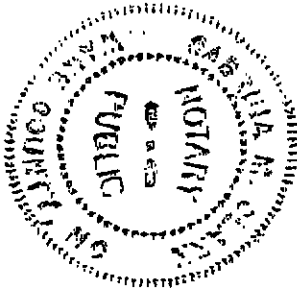
BEFORE ME, the undersigned official, on this day, personally appeared, Amanda Morris.
A person known to me to be the person whose signature appears below, who after being duly sworn upon his oath deposed and said:

1. My name is Amanda Morris. I am over the age of 18, have never been convicted of a crime and am competent to sign this affidavit.
2. I am an authorized representative of the following company or firm:
Thinking Maps, Inc
3. The above named company or firm is the sole source of the following item(s) or product(s): (Attach list if necessary)
see attached list
4. Competition is providing the above named item(s) is precluded by the existence of a patent, copyright, secret process or monopoly.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.
6. We certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

A Morris
(Signature)

SUBSCRIBED AND SWORN to before me on this 16th day of October, 2009

(Seal)

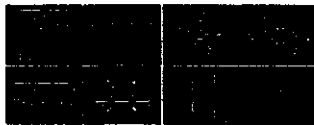


Sabrina M. Clark
(Notary Public, State of NC)

Sabrina M. Clark
(Printed Name)
November 4, 2012
(Date Commission Expires)

Company Name: Thinking Maps, Inc
 Address: 401 Cascade Pointe Lane
 City, State, Zip: Cary, NC 27513
 Telephone: 800 243 9169 Fax: 919 678 8782
 Contact Person: Ric Gonzalez Email: rgonzalez@thinkingmaps.com

→ EXHIBIT _____



Thinking Maps®
INCORPORATED

June 11, 2009

To Whom It May Concern:

Thinking Maps, Inc. is the sole source and exclusive producer/distributor of the following publications and materials:

Thinking Maps®: A Language for Learning

Thinking Maps®: A Language for Learning Trainer's Guide

Thinking Maps®: Tools for Learning

Thinking Maps®: Training of Trainers Resource Manual

Draw Your Thinking

Show Your Thinking

Map Your Thinking

Thinking Maps® Poster Set

Thinking Maps® Cooperative Workspace Desk Maps

Thinking Maps® Software

Write...from the Beginning

Write From the Beginning: Training of Trainers Guide

* Write...for the Future

Thinking Maps®: A Language for Leadership

Thinking Maps®: Path to Proficiency for English Language Learners

Thinking Maps®: Path to Proficiency for English Language Learners Facilitator's Guide

Mastering Reading Through Reasoning

Analytical Reading and Reasoning

Thinking Maps, Inc. also owns the copyright to each of the works listed above. Please contact our main office at 1-800-243-9169 if you have any questions or concerns regarding this matter.

Sherwin Suddreth
President

401 Cascade Pointe Lane, Cary, NC 27513
(919) 678-8778 • (800) 243-9169 • FAX (919) 678-8782

→

EXHIBIT _____

SOLE SOURCE MEMORANDUM

DATE: February 19, 2010
TO: Assistant Superintendent for Finance & Operations
FROM: Gladys Ortega, Director of Bilingual/ESL CAMPUS: Bilingual/ESL-Federal Programs
SUBJECT: SOLE SOURCE AFFIDAVIT FOR Thinking Maps, Inc.
(Name of Vendor)

PURCHASE AMOUNT: \$ 3,500.00 REQUISITION NO: _____

DESCRIPTION OF ITEMS OR SERVICE: (Attach additional documentation, if necessary)

Consultant services for Thinking Maps - Path to Proficiency staff development.

I have contacted a sufficient number of vendors to determine that only one practical source of supply exists. I have initialed the reason(s) why only one source of supply exists and stated it below:

- **There is no competitive or similar product.**
The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source, or a unique item such as an art work.
- **The product is only available from a regulated or natural monopoly.** For example, utilities, gravel from the only pit in the area or some similar situation.
- **The product is a component of an existing system which is only available from one supplier.** The replacement of a component or a repair part is only available from the original supplier.
- **The item is produced by non-profit corporations using handicapped workers.** Products made by blind or otherwise handicapped workers are often used by schools, cities, and counties.
- **The item is produced by prison workers.** The state benefits from the sale of these items.
- **There are no other items available in the marketplace that have the same fit, form and function of the items being purchased.**

Gladys Ortega
Signature

2/19/10
Date

(Instructions: Campuses & Departments are required to complete this form and attach it to your sole source vendor affidavit. Fax or route all documents, such as Agenda Items, sole source affidavit, sole source memorandum to the Office of Assistant Superintendent for Finance & Operations.)

→ EXHIBIT _____

APPROVAL OF THE 2010-2011 CONTRACT/CONSULTANT AGREEMENT WITH TEACHERS' CURRICULUM INSTITUTE TO PROVIDE TRAINING ON HISTORY ALIVE STRATEGIES FOR ELEMENTARY AND SECONDARY TEACHERS

SUPERINTENDENT'S RECOMMENDATION

That the Board of Trustees approve the 2010-2011 contract/consultant agreement with Teachers' Curriculum Institute to provide training on history alive strategies for elementary and secondary teachers.

RATIONALE

Teachers' Curriculum Institute will provide 4 total days of training: a 2-day session for K-5 teachers and a 2-day session for K-12 teachers using Texas and U.S. History Texas Essential Knowledge and Skills (TEKS). The training provided by these consultants is designed to:

Provide teachers with eight powerful teaching strategies that allow students with diverse learning styles to "experience" history.

Provide continuity and strong social studies transition from elementary to middle and high school.

Provide teachers a better understanding of addressing the Texas Essential Knowledge and Skills (TEKS).

This purchase meets purchasing law compliance because it is a sole source.

Contract negotiated by Irma Villarreal

Connection to the District Plan of Student Achievement

Performance Goal I. The Edinburg Consolidated Independent School District shall provide a diversified and innovative curriculum that focuses on comprehension, critical and creative thinking, application and problem solving for all students to achieve commended performance.

Objective 1: ECISD will offer all students a challenging high quality curriculum and will provide an effective delivery system to ensure that all students will achieve and meet the District's Performance Objectives standards on the mathematics, reading, and writing, English language arts, science, and social studies sections of the spring 2010 Texas Assessment of Knowledge and Skills (TAKS) administration.

Initiative V: The district will implement PK-12 social studies program.

PAPERWORK IMPACT

None

BUDGETARY INFORMATION

Account	Description	Appropriation	Encumbrance	Expenditure	Balance
285-13-6291-94-885-030-000	Consultant	15,000	0	0	15,000

Grand Total

10,560

Audience	Participants	Dates
Elementary teachers (2 day training)	50	July 26-27, 2010
Middle and High School teachers (2 day training)	50	August 2-3, 2010

RESOURCE PERSONNEL

Dr. René Gutiérrez, Superintendent of Schools
 Maria Luisa Guerra, Assistant Superintendent for Instruction/Support Services
 Santa T. Alvarado, Area Director for Instruction/Support Services
 Hector Gonzalez, Area Director for Instruction/Support Services
 Dominga Vela, Area Director for Instruction/Support Services
 Ronaldo J. Cavazos, Director of Federal Programs
 Irma I. Villarreal, Social Studies Specialist

BOARD POLICY REFERENCE AND COMPLIANCE

This is in accordance with Board Policy EEL (Local): Contracting for Instruction With Outside Agencies and CH Purchasing and Acquisitions.

Prepared by:


 Irma Villarreal


 Ronaldo J. Cavazos

Approved by:


 Maria Luisa Guerra

Within Budgetary Allocations:


 Sylvia D. Garcia

Finance Budgetary Approval:


 Rigoberto W. Abrego

Recommended by:


 Dr. René Gutiérrez, Superintendent of Schools

CONTRACTED SERVICE AGREEMENT

This Contract/Agreement is made and entered into by and between Edinburg CISD, and Teachers' Curriculum Institute referred to herein as "Contractor". The parties have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks hereinafter described.

Contractor shall provide professional services, consultation, and expertise for use and benefit to Edinburg Consolidated Independent School District.

Agency shall pay contractor a fee of \$ 10,560.00 for services and related expenses. *

Approved and accepted by Contractor this 3 day of March 2010.


Contractor's Signature

Contractor's Name: Teachers' Curriculum Institute

Rancho

Address: P.O. Box 1327 City: Cordova State: Ca. Zip Code: 95741

7-26-10 to 7-27-10

Social Security: 77-0236424 Contract Period From: 8-2-10 to 8-3-10

Scope of Work: History Alive Strategies for elementary and secondary teachers.

Amount of Fee: \$ 10,560.00

Funding Account Number: 285-13-6291-94-885-030-000

Contracted Services must be approved 14 days prior of work. A Purchase Order must also be attached. By approval, the supervisor certifies the need for contract services and that sufficient funds are available. The supervisor will also monitor the contracted services. Invoice is required for payment. Invoice must be received in the Business Office by Monday in order to get paid by Friday of that week. Also, a W-9 is required if not already on file for payment.

FOR CONTRACTS OVER \$10,000

Termination of Contract: Contractor shall have completed all work covered by this contract and this contract shall terminate unless extended by mutual agreement of the district and the contracted services at the time final service is completed as indicated in paragraph 2 herein. This contract may be terminated by the District if for any reason the Contractor shall fail to fulfill in a timely and proper manner his obligation under this contract, in which event the district may terminate the contract by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the contract, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this contract at any time without cause by the furnishing of a five day written notice from the Senior Financial Administrator to the Contractor, but the contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this contract, less any compensation previously paid.

	<u>Approved</u>	<u>Not Approved</u>	<u>Signature/Date</u>
Supervisor	_____	_____	_____
Administrative Assistant	_____	_____	_____
Superintendent/Designee	_____	_____	_____

*Contracted Services totaling over \$5000.00 require prior board approval.

Nondiscrimination Statement

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its' educational programs.

White - Vendor

Yellow - Originator

Pink - Accounts Payable

EXHIBIT _____



Edinburg Consolidated Independent School District
Sole Source Affidavit

RESET FORM

BEFORE ME, the undersigned official, on this day, personally appeared Kavelin Gray.
A person known to me to be the person whose signature appears below, who after being duly
sworn upon his oath deposed and said:

1. My name is Kavelin Gray. I am over the age of 18, have never been convicted of a crime and am competent to sign this affidavit.
2. I am an authorized representative of the following company or firm:
TCI
3. The above named company or firm is the sole source of the following item(s) or product(s): (Attach list if necessary)
TCI Academy training and all TCI published materials
4. Competition is providing the above named item(s) is precluded by the existence of a patent, copyright, secret process or monopoly.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.
6. We certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

K. Gray
(Signature)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____

(Seal)
See attached
CA Jurat with
Affiant Statement

~~_____
(Notary Public, State of _____)

(Printed Name)

(Date Commission Expires)~~

Company Name: TCI
 Address: PO Box 1327
 City, State, Zip: Rancho Cordova, CA 95741
 Telephone: 8004976138 Fax: 8003436828
 Contact Person: Kavelin Gray Email: info@teachtci.com

EXHIBIT _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of Sacramento } ss.

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], not Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

Subscribed and sworn to (or affirmed) before me on this

3rd day of March, 2010, by

(1) Karelin Gway
Name of Signer

Personally known to me
 Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)
(and

(2) _____
Name of Signer

Personally known to me
 Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Sarah Easter
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Edinburg Sole Source Affidavit

Document Date: N/A Number of Pages: 1

Signer(s) Other Than Named Above: N/A

RIGHT THUMBPRINT OF SIGNER #1

Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2

Top of thumb here

SOLE SOURCE MEMORANDUM

DATE: March 10, 2010
TO: Assistant Superintendent for Finance & Operations
FROM: Irma Villarreal CAMPUS: Administration
SUBJECT: SOLE SOURCE AFFIDAVIT FOR _____
(Name of Vendor)

PURCHASE AMOUNT: \$ 10,560 REQUISITION NO: _____

DESCRIPTION OF ITEMS OR SERVICE: (Attach additional documentation, if necessary)

TCI (Teachers' Curriculum Institute) Academy training and all TCI
published materials.

I have contacted a sufficient number of vendors to determine that only one practical source of supply exists. I have initialed the reason(s) why only one source of supply exists and stated it below:

- **There is no competitive or similar product.**
The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source, or a unique item such as an art work.
- **The product is only available from a regulated or natural monopoly.** For example, utilities, gravel from the only pit in the area or some similar situation.
- **The product is a component of an existing system which is only available from one supplier.** The replacement of a component or a repair part is only available from the original supplier.
- **The item is produced by non-profit corporations using handicapped workers.** Products made by blind or otherwise handicapped workers are often used by schools, cities, and counties.
- **The item is produced by prison workers.** The state benefits from the sale of these items.
- **There are no other items available in the marketplace that have the same fit, form and function of the items being purchased.**

Irma J. Villarreal
Signature

Mar. 10, 2010
Date

(Instructions: Campuses & Departments are required to complete this form and attach it to your sole source vendor affidavit. Fax or route all documents, such as Agenda Items, sole source affidavit, sole source memorandum to the Office of Assistant Superintendent for Finance & Operations.)

EXHIBIT _____

APPROVAL OF THE CONTRACTED SERVICE AGREEMENT WITH DINAH ZIKE OF DINAH MIGHT ADVENTURES, INC TO PROVIDE TRAINING FOR ELA AND SCIENCE SCHOOL TEACHERS FOR THE 2009-2010 SCHOOL YEAR

Superintendent's Recommendation:

That the Board of Trustees approves the contracted Service Agreement with Dinah Zike of Dinah Might Adventures, Inc to provide training for ELA and Science school teachers for the 2009-2010 school year.

Rationale:

Dinah Zike's "Reading and Writing Across the Curriculum" and "Reading and Writing Across the Curriculum With a Focus on Science" workshops are specifically designed to enhance teaching by implementing Foldables (3 D graphic organizers that organize data, information, concepts and ideas or skills and make them visual or graphic with kinesthetic integration) into a curriculum. They also provide excellent strategies for teaching struggling readers and ESL/ELL students through the use of manipulatives.

D.MA is a sole source of this training and no other company or firm in the United States of America sells or distributes the products being purchased. Additionally, there is no like item(s) or products available for purchase that would serve the same purpose or function and there is only one price for the name items or products because of exclusive distribution or marketing rights.

This contract was negotiated by Yvonne Chapa, ELA Elementary Specialist and Max Ceballos, Science Specialist.

Connections to the District Plan of Student Achievement: Academic Goal 1: Academic Excellence -ECISD will provide a diversified and innovative curriculum that focuses on comprehension, critical thinking, application and problem solving for all students to achieve exemplary performance. District performance: Objective I. Initiative I: Align and connect the curriculum to TEKS and the TAKS objectives.

Paperwork Impact:

No additional paperwork will be generated.

Budgetary Information:

Funds needed: \$6,000

1day training for K-8 grade ELA and Science teachers at \$6,000 a day

Total \$6,000

200 participants per session (am & pm)

Account	Appropriation	Encumbrance	Expenditure	Balance
199-13-6291-93-999-099000	\$ 10,000	-0	-0-	\$10,000

Resource Personnel:

Dr. René Gutiérrez, Superintendent of Schools
 Maria Luisa Guerra, Assistant Superintendent for Instruction and Support Services
 Rigoberto Abrego, Assistant Superintendent for Finance and Operations
 Yvonne Chapa, ELA Elementary Specialist
 Max Ceballos, Science Specialist

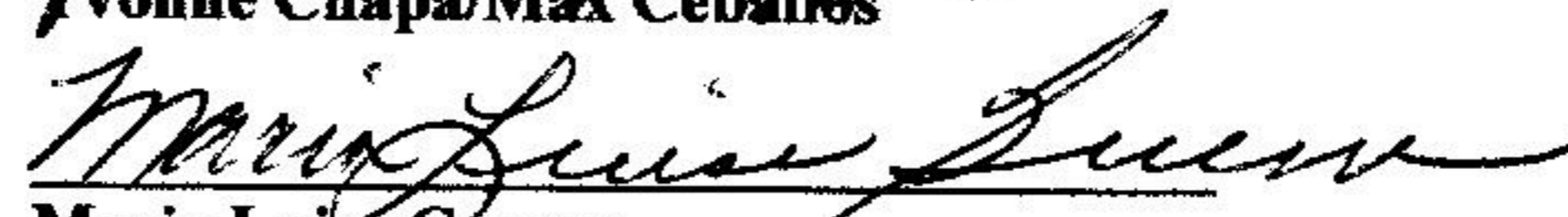
Board Policy Reference and Compliance:

This is in accordance with Board Policy EEL (Local): Contracting for Instruction With Outside Agencies and CH Purchasing and Acquisitions.


Prepared by:


 Yvonne Chapa/Max Ceballos

Approved by:


 Maria Luisa Guerra

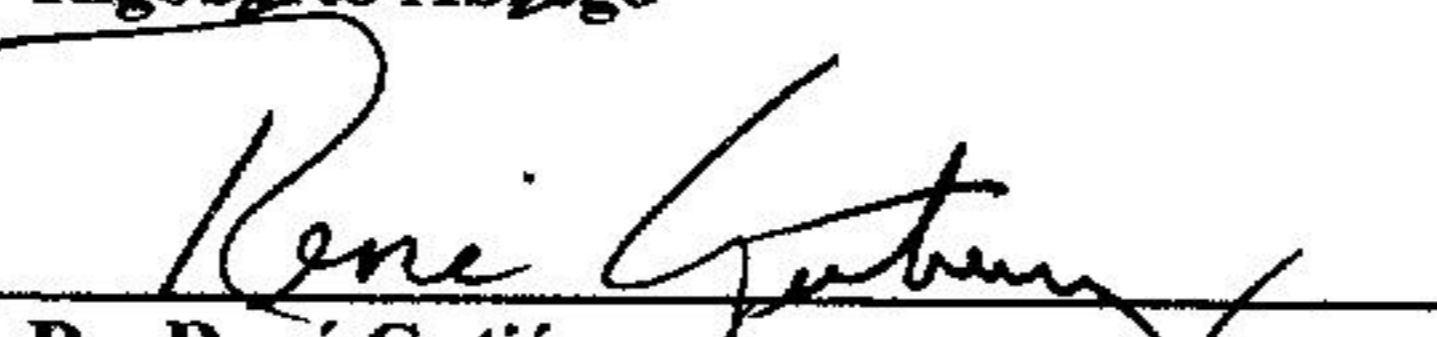
Within Budgetary Allocation:


 Sylvia D. Garcia

Finance Department Approval:


 Rigoberto Abrego

Recommended by:


 Dr. René Gutiérrez
 Superintendent of Schools

➔ EXHIBIT _____, PAGE (S) _____

CONTRACTED SERVICE AGREEMENT

This Contract/Agreement is made and entered into by and between Edinburg CISD, and Dinah-Might Adventures, LP referred to herein as "Contractor". The parties have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks hereinafter described.

Contractor shall provide professional services, consultation, and expertise for use and benefit to Edinburg Consolidated Independent School District.

Agency shall pay contractor a fee of \$ 6,000.00 for services and related expenses. *

Approved and accepted by Contractor this 16 day of February 2010.

Brenda Schuster
Contractor's Signature

Contractor's Name: Dinah-Might Adventures, LP

Address: P.O. Box 690328 City: San Antonio State: TX Zip Code: 78269-0028

EIN
Social Security: 743001063 Contract Period From June 29, 10 to June 29, 10

Scope of Work: Will enhance teaching by implementing foldable graphic organizers that organize data, information, concepts and ideas or skills and make them visual or graphic with kinesthetic integration into a curriculum.
Amount of Fee: \$6,000.00 (travel expenses inclusive)

Funding Account Number: 199-13-6291-93-999-099-000

Contracted Services must be approved 14 days prior of work. A Purchase Order must also be attached. By approval, the supervisor certifies the need for contract services and that sufficient funds are available. The supervisor will also monitor the contracted services. Invoice is required for payment. Invoice must be received in the Business Office by Monday in order to get paid by Friday of that week. Also, a W-9 is required if not already on file for payment.

FOR CONTRACTS OVER \$10,000

Termination of Contract: Contractor shall have completed all work covered by this contract and this contract shall terminate unless extended by mutual agreement of the district and the contracted services at the time final service is completed as indicated in paragraph 2 herein. This contract may be terminated by the District if for any reason the Contractor shall fail to fulfill in a timely and proper manner his obligation under this contract, in which event the district may terminate the contract by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the contract, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this contract at any time without cause by the furnishing of a five day written notice from the Senior Financial Administrator to the Contractor, but the contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this contract, less any compensation previously paid.

	<u>Approved</u>	<u>Not Approved</u>	<u>Signature/Data</u>
Supervisor	_____	_____	_____
Administrative Assistant	_____	_____	_____
Superintendent/Designee	_____	_____	_____

*Contracted Services totaling over \$5000.00 require prior board approval.

Non-discrimination Statement

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.

White - Vendor

Yellow - Originator

Pink - Accounts Payable



Edinburg Consolidated Independent School District Sole Source Affidavit

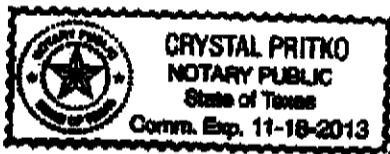
RESET FORM

BEFORE ME, the undersigned official, on this day, personally appeared Brenda Schultz
A person known to me to be the person whose signature appears below, who after being duly sworn upon his oath deposed and said:

1. My name is BRENDA SCHULTZ. I am over the age of 18, have never been convicted of a crime and am competent to sign this affidavit.
2. I am an authorized representative of the following company or firm:
DINAH MIGHT ADVENTURES, LP
3. The above named company or firm is the sole source of the following item(s) or product(s): (Attach list if necessary)
PROFESSIONAL DEVELOPMENT TO ENHANCE TEACHING BY IMPLEMENTING DINAH MIGHTS FOLDABLES THROUGH TRAINING BY A TRAINED TRAINER FROM THE DINAH MIGHT ACADEMY
4. Competition is providing the above named item(s) is precluded by the existence of a patent, copyright, secret process or monopoly.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.
6. We certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

Brenda Schultz
(Signature)

SUBSCRIBED AND SWORN to before me on this 16th day of February, 2010
(Seal)



[Signature]
(Notary Public, State of TX)
Crystal Pritko
(Printed Name)
11/18/2013
(Date Commission Expires)

Company Name: DINAH MIGHT ADVENTURES, LP
Address: PO BOX 690328
City, State, Zip: SAN ANTONIO, TX 78269
Telephone: 210 698-0123 Fax: 210 698-0095
Contact Person: BRENDA SCHULTZ Email: dma@dinah.com

EXHIBIT _____

SOLE SOURCE MEMORANDUM

DATE: 3/24/2010
TO: Assistant Superintendent for Finance & Operations
FROM: Yvonne Chapa CAMPUS: Administration Office
SUBJECT: SOLE SOURCE AFFIDAVIT FOR Dinah Zike of Dinah Might Adventures, Inc.
(Name of Vendor)

PURCHASE AMOUNT: \$ 6,000 REQUISITION NO: _____

DESCRIPTION OF ITEMS OR SERVICE: (Attach additional documentation, if necessary)
Professional development to enhance teaching by implementing Dinah Zikes' Foldables through
training by a trained trainer from Dinah Zike Academy.

I have contacted a sufficient number of vendors to determine that only one practical source of supply exists. I have initialed the reason(s) why only one source of supply exists and stated it below:

- **There is no competitive or similar product.**
The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source, or a unique item such as an art work.
- _____ - **The product is only available from a regulated or natural monopoly.** For example, utilities, gravel from the only pit in the area or some similar situation.
- _____ - **The product is a component of an existing system which is only available from one supplier.** The replacement of a component or a repair part is only available from the original supplier.
- _____ - **The item is produced by non-profit corporations using handicapped workers.** Products made by blind or otherwise handicapped workers are often used by schools, cities, and counties.
- _____ - **The item is produced by prison workers.** The state benefits from the sale of these items.
- _____ - **There are no other items available in the marketplace that have the same fit, form and function of the items being purchased.**

Yvonne Chapa 3/24/10
Signature Date

(Instructions: Campuses & Departments are required to complete this form and attach it to your sole source vendor affidavit. Fax or route all documents, such as Agenda Items, sole source affidavit, sole source memorandum to the Office of Assistant Superintendent for Finance & Operations.)

EXHIBIT _____

**APPROVAL OF THE CONTRACT/CONSULTANT AGREEMENT
WITH THE PRINCETON REVIEW SAT/ACT FOR SOUTH M.S., HARWELL M.S., B.L.
GARZA M.S., MEMORIAL M.S., AND BREWSTER SCHOOL**

Superintendent's Recommendation:

That the Board of Trustees approves the contract/consultant agreement with The Princeton Review SAT/ACT for South M.S., Harwell M.S., B.L. Garza M.S., Memorial M.S., and Brewster School.

Rationale:

The Princeton Review Company will provide professional development, resource materials, test preparation training and student site licenses for middle school students. This training will prepare teachers with best practices that will assist students in becoming stronger test-takers and score improvement techniques. In addition, students will be able to acquire the confidence, higher order thinking skills, and strategies required for the successful achievement of college admissions tests. This contract was negotiated by Angelica Perez, Department of Advanced Academic Services.

Connections to the District Plan:

District Goal: Goal 1 – Academic Excellence-The district shall provide a diversified and innovative curriculum that focuses on comprehension, critical and creative thinking, application and problem solving for all students to achieve commended performance.

District Goal: Goal 2- Professional Development- The district shall provide for the recruitment, development, support and retention of highly qualified administrators, teachers, and auxiliary staff.

Paperwork Impact:

None

Budgetary Information:

This agenda item meets purchasing requirements because this is a sole source.

The Princeton Review will train Teachers and/or Counselors as SAT Test Prep Instructors.

SAT Training course for Up to 12 ECISD Teachers \$ 9,000.00
Up to 176 ECISD Middle School Students \$13,200.00

The Princeton Review will train Teachers and/or Counselors as ACT Test Prep Instructors.

ACT Training course for Up to 12 ECISD Teachers \$ 9,000.00
Up to 161 ECISD Middle School Students \$12,075.00

Total Cost: \$ 43,275.00

Account	Description	Appropriation	Encumbrance	Expenditure	Balance
168-11-6399-00-890-021000	General Supplies	25,300	0	0	25,300
168-21-6291-00-890-021000	Contract Services	32,900	0	8,866	24,034

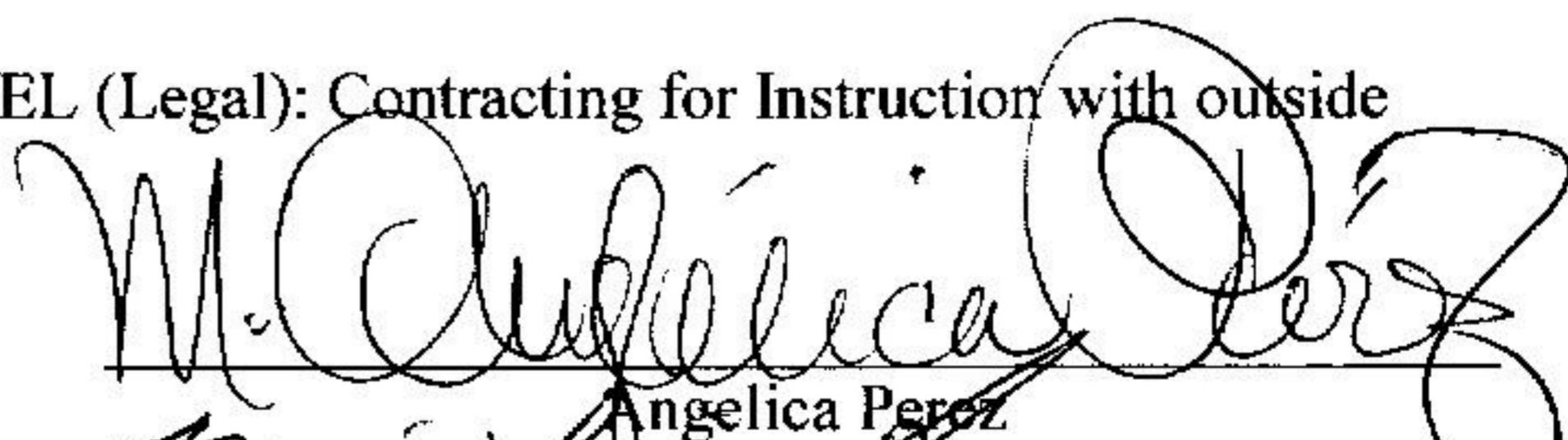
Resource Personnel:

Dr. René Gutiérrez, Superintendent of Schools
Maria Luisa Guerra, Assistant Superintendent for Instruction & Support Services
Hector Gonzalez, Area Director
Santa Alvarado, Area Director
Dominga Vela, Area Director
Angelica Perez, District GT Specialist

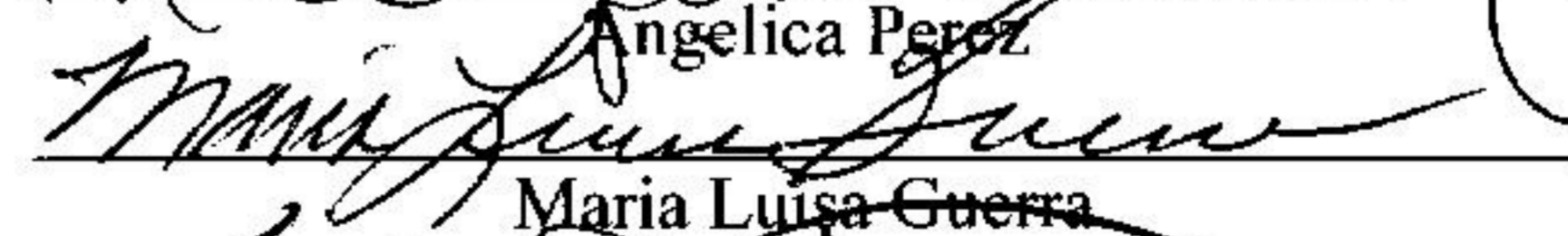
Board Policy Reference and Compliance:

This item is in accordance with Board Policy EEL (Legal): Contracting for Instruction with outside agencies.

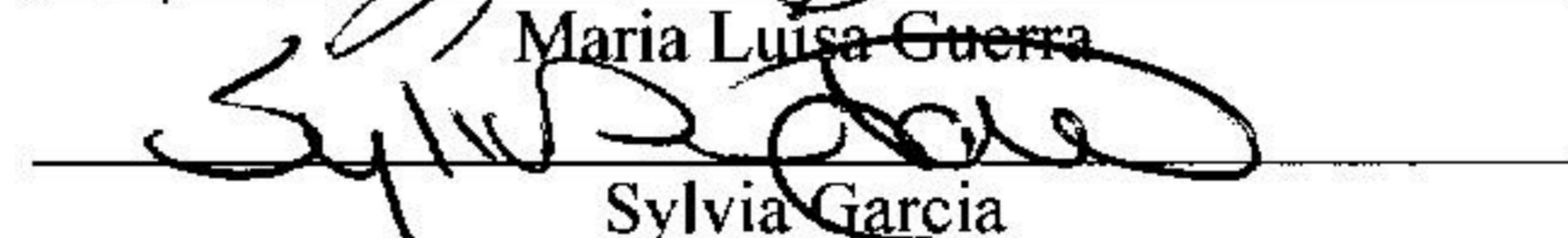
Prepared by:


Angelica Perez

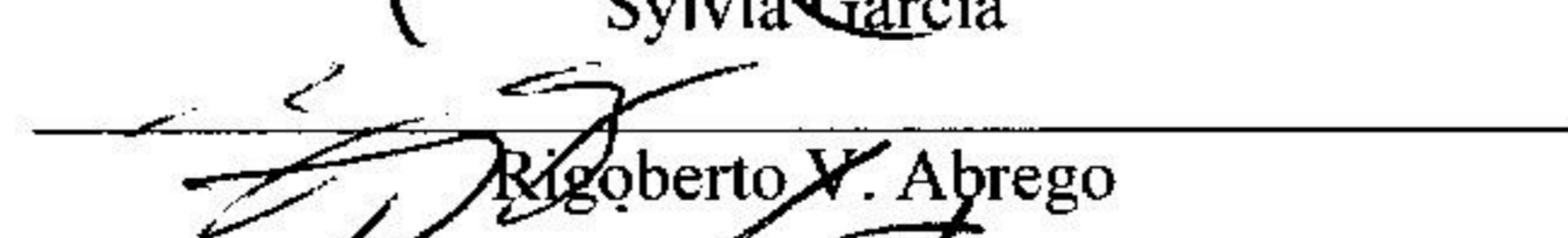
Approved by:


Maria Luisa Guerra

Within Budgetary Allocation:


Sylvia Garcia

Finance Department Approval:


Rigoberto V. Abrego

Recommended by:

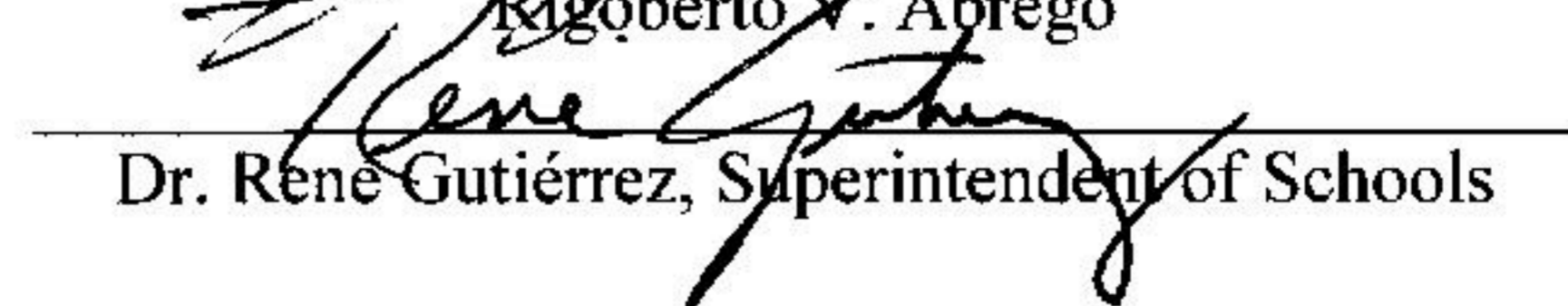

Dr. René Gutiérrez, Superintendent of Schools

Exhibit _____, Page(s) _____

CONTRACTED SERVICE AGREEMENT

This Contract/Agreement is made and entered into by and between Edinburg CISD, and The Princeton Review, Inc. referred to herein as "Contractor". The parties have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks hereinafter described.

Contractor shall provide professional services, consultation, and expertise for use and benefit to Edinburg Consolidated Independent School District. *The services to be provided are described on Exhibit A attached hereto and they are provided subject to the terms and conditions set forth on Exhibit B attached hereto.*

Agency shall pay contractor a fee of \$ 43,275.00 for services and related expenses. *
Additional services may be purchased for the prices indicated on Exhibit A.

Approved and accepted by Contractor this day of 20 ,
The Princeton Review, Inc.

By: _____
 Contractor's Signature

Contractor's Name: The Princeton Review, Inc.

Address: 111 Speen Street City: Framingham State: MA Zip Code: 01701

Social Security: TIN 22-3727603 Contract Period From: 03/29/10 to December 31, 2010

Scope of Work: See Exhibit A attached hereto.

Amount of Fee: \$ 43,275.00 *Additional services may be purchased for the prices indicated on Exhibit A.*

Funding Account Number: 108-11-6390-00-040-021000
108-21-0291-00-040-021000

Contracted Services must be approved 14 days prior of work. A Purchase Order must also be attached. By approval, the supervisor certifies the need for contract services and that sufficient funds are available. The supervisor will also monitor the contracted services. Invoices is required for payment. Invoices must be received in the Business Office by Monday in order to get paid by Friday of that week. Also, a W-9 is required if not already on file for payment.

FOR CONTRACTS OVER \$10,000

Termination of Contract: Contractor shall have completed all work covered by this contract and this contract shall terminate unless extended by mutual agreement of the district and the contracted services at the time final service is completed as indicated in paragraph 2 herein. This contract may be terminated by the District if for any reason the Contractor shall fail to fulfill in a timely and proper manner his obligation under this contract, in which event the district may terminate the contract by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the contract, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this contract at any time without cause by the furnishing of a five day written notice from the Senior Financial Administrator to the Contractor, but the contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this contract, less any compensation previously paid.

	<u>Approved</u>	<u>Not Approved</u>	<u>Signature/Date</u>
Supervisor	_____	_____	_____
Administrative Assistant	_____	_____	_____
Superintendent/Designee	_____	_____	_____

*Contracted Services totaling over \$5000.00 require prior board approval.

Nondiscrimination Statement

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.

White -- Vendor Yellow -- Originator Pink -- Accounts Payable



Edinburg Consolidated Independent School District Sole Source Affidavit

RESET FORM

BEFORE ME, the undersigned official, on this day, personally appeared _____.
A person known to me to be the person whose signature appears below, who after being duly sworn upon his oath deposed and said:

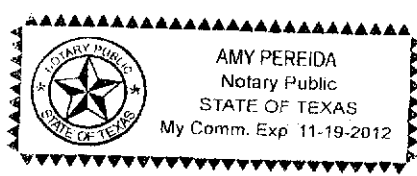
1. My name is Raymond J. Reynosa. I am over the age of 18, have never been convicted of a crime and am competent to sign this affidavit.
2. I am an authorized representative of the following company or firm:
The Princeton Review
3. The above named company or firm is the sole source of the following item(s) or product(s): (Attach list if necessary)
1. Early Edge, 2. College Edge, 3. SAT Test Preparation 4. ACT Test Preparation, 5. SAT Teacher to Teacher Training, 6 ACT Teacher to Teacher Training
4. Competition is providing the above named item(s) is precluded by the existence of a patent, copyright, secret process or monopoly.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.
6. We certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

[Signature]
(Signature)

SUBSCRIBED AND SWORN to before me on this 29th day of January, 2010

(Seal)

[Signature]
(Notary Public, State of Texas)



Amy E. Pereida
(Printed Name)
11-19-2012
(Date Commission Expires)

Company Name: The Princeton Review

Address: 901 NE Loop 410, Suite 802

City, State, Zip: San Antonio, TX 78209

Telephone: 800-333-0369 x1242 Fax: 210-824-8349

Contact Person: Roel Piseno Email: Roelp@Review.com

Exhibit _____

SOLE SOURCE MEMORANDUM

DATE: March 2, 2010

TO: Assistant Superintendent for Finance & Operations

FROM: ANGELICA PEREZ CAMPUS: ADVANCED ACADEMIC SERVICES

SUBJECT: SOLE SOURCE AFFIDAVIT FOR THE PRINCETON REVIEW
(Name of Vendor)

PURCHASE AMOUNT: \$ 43,275.00 REQUISITION NO: _____

DESCRIPTION OF ITEMS OR SERVICE: (Attach additional documentation, if necessary)

Provides preparation for both teacher and student in becoming college ready and prepares them for college entrance tests.

I have contacted a sufficient number of vendors to determine that only one practical source of supply exists. I have initialed the reason(s) why only one source of supply exists and stated it below:

- **There is no competitive or similar product.**
The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source, or a unique item such as an art work.
- **The product is only available from a regulated or natural monopoly.** For example, utilities, gravel from the only pit in the area or some similar situation.
- **The product is a component of an existing system which is only available from one supplier.** The replacement of a component or a repair part is only available from the original supplier.
- **The item is produced by non-profit corporations using handicapped workers.** Products made by blind or otherwise handicapped workers are often used by schools, cities, and counties.
- **The item is produced by prison workers.** The state benefits from the sale of these items.
- **There are no other items available in the marketplace that have the same fit, form and function of the items being purchased.**

Angelica Perez 030210
Signature Date

(Instructions: Campuses & Departments are required to complete this form and attach it to your sole source vendor affidavit. Fax or route all documents, such as Agenda Items, sole source affidavit, sole source memorandum to the Office of Assistant Superintendent for Finance & Operations.)

Exhibit _____



Edinburg CISD

EXECUTIVE SUMMARY IN SUPPORT OF COLLEGE AND POST-SECONDARY READINESS

SAT TEST PREPARATION

January 2010

**ROEL PIENO
EXECUTIVE DIRECTOR
COLLEGE READINESS INITIATIVES
THE PRINCETON REVIEW**

Exhibit _____

SAT Test Prep Proposal – Edinburg CISD

Option 2:

TPR will train your Teachers and/or Counselors as SAT Test Prep Instructors.

Costs:	Up to 12 ECISD Teachers Standard Pricing:	\$18,000.00
	Up to 12 ECISD Teachers Discounted Pricing:	\$9,000.00
	Up to 176 ECISD Middle School Students Standard Pricing:	\$44,000.00
	Up to 176 ECISD Middle School Students Discounted Pricing:	\$13,200.00
	Total Cost to Edinburg CISD*:	\$22,200.00

*The number of teachers reflected in this pricing reflect a 25:1 student-to-teacher ratio.

Teachers will participate in a 24-hour live SAT training course led by a certified Princeton Review Master Trainer. The training will cover TPR's proprietary SAT test-taking and score improvement techniques, use of our materials in the classroom, the logistics of working with the TPR office, and advice on the challenges of teaching standardized test preparation skills.

Materials: Edinburg CISD and TPR will agree to an SAT emphasis for training. TPR will provide the following material for each enrolled student accordingly:

SAT

- ◆ *SAT Manual*– TPR's premier school-based SAT text. Includes in-class material and homework problems for both math and verbal SAT questions.
- ◆ *11 Practice Tests for the New SAT*
- ◆ 3 full-length practice SATs to be administered during the course
- ◆ Scantron sheets and proctoring instructions

Executive Summary – Edinburg CISD

- Teacher Materials:** Trained teachers will receive SAT Student Kits accordingly. Additionally, trained teachers will receive Teacher Versions of TPR manuals and diagnostic exams.
- Computer Analysis:** All practice exams given during the course will be scored and computer analyzed by The Princeton Review to pinpoint students' strengths and weaknesses and provide customized score improvement reports and advice. Teachers will receive computer-generated evaluations of class performance on each individual practice exam.
- Evaluation:** Along with the quantitative data, TPR will also provide Edinburg CISD a report of qualitative data gathered from student and parents questionnaires.
-

Teaching standardized test-taking techniques is a specialized skill and a departure from traditional high school instruction. TPR has developed a demanding instructor training program designed to completely prepare instructors for the classroom experience.

Teachers will complete 24 hours of SAT training before the beginning of the course. Training sessions will be scheduled in accordance with the needs of Edinburg CISD. The training course will include several critical elements:

Test structure and content

All instructors will become experts on the question types covered on the SAT exams. Question distribution, timing, and the basics of standardized test construction will be discussed in detail.

TPR techniques

The TPR Master Trainer will teach each TPR technique to the instructors as if they were students. This allows the trainer to teach each technique while demonstrating effective teaching methods.

Teachbacks

Periodically, instructors will teach the TPR techniques back to the Master Trainer. Each instructor will receive customized critiques and feedback, ensuring they have mastered each technique and the overall TPR teaching style by the end of the training program.

Curriculum design

The Master Trainer will provide suggestions on the breakdown of teaching time, workshop time, timed practice sections in class, and the development of one-on-one study plans.

Diagnostic score reports and instructor reports

Each instructor will learn how to interpret TPR diagnostic tools and translate results into curriculum fine-tuning and individualized study plans for each student.



Edinburg CISD

**EXECUTIVE SUMMARY IN SUPPORT
OF COLLEGE AND POST-SECONDARY READINESS**

ACT TEST PREPARATION

January 2010

**ROEL PISENO
EXECUTIVE DIRECTOR
COLLEGE READINESS INITIATIVES
THE PRINCETON REVIEW**

Exhibit _____

ACT Test Prep Proposal – Edinburg CISD

Option 2:

TPR will train your Teachers and/or Counselors as ACT Test Prep Instructors.

Costs:	Up to 12 ECISD Teachers Standard Pricing:	\$18,000.00
	Up to 12 ECISD Teachers <u>Discounted</u> Pricing:	\$9,000.00
	Up to 161 ECISD Middle School Students Standard Pricing:	\$40,250.00
	Up to 161 ECISD Middle School Students <u>Discounted</u> Pricing:	\$12,075.00
	Total Cost to Edinburg CISD*:	\$21,075.00

*The number of teachers reflected in this pricing reflect a 25:1 student-to-teacher ratio.

Teachers will participate in a 24-hour live ACT training course led by a certified Princeton Review Master Trainer. The training will cover TPR's proprietary ACT test-taking and score improvement techniques, use of our materials in the classroom, the logistics of working with the TPR office, and advice on the challenges of teaching standardized test preparation skills.

Materials: Edinburg CISD and TPR will agree to an ACT emphasis for training. TPR will provide the following material for each enrolled student accordingly:

ACT

- ◆ *ACT Manual*– TPR's premier school-based ACT text. Includes in-class material and homework problems for ACT questions.
- ◆ *The Real ACT Prep Guide*
- ◆ 3 full-length practice ACT's to be administered during the course
- ◆ Scantron sheets and proctoring instructions

Executive Summary – Edinburg CISD

- Teacher Materials:** Trained teachers will receive ACT Student Kits accordingly. Additionally, trained teachers will receive Teacher Versions of TPR manuals and diagnostic exams.
- Computer Analysis:** All practice exams given during the course will be scored and computer analyzed by The Princeton Review to pinpoint students' strengths and weaknesses and provide customized score improvement reports and advice. Teachers will receive computer-generated evaluations of class performance on each individual practice exam.
- Evaluation:** Along with the quantitative data, TPR will also provide Edinburg CISD a report of qualitative data gathered from student and parents questionnaires.
-

Teaching standardized test-taking techniques is a specialized skill and a departure from traditional high school instruction. TPR has developed a demanding instructor training program designed to completely prepare instructors for the classroom experience.

Teachers will complete 24 hours of ACT training before the beginning of the course. Training sessions will be scheduled in accordance with the needs of Edinburg CISD. The training course will include several critical elements:

Test structure and content

All instructors will become experts on the question types covered on the ACT exams. Question distribution, timing, and the basics of standardized test construction will be discussed in detail.

TPR techniques

The TPR Master Trainer will teach each TPR technique to the instructors as if they were students. This allows the trainer to teach each technique while demonstrating effective teaching methods.

Teachbacks

Periodically, instructors will teach the TPR techniques back to the Master Trainer. Each instructor will receive customized critiques and feedback, ensuring they have mastered each technique and the overall TPR teaching style by the end of the training program.

Curriculum design

The Master Trainer will provide suggestions on the breakdown of teaching time, workshop time, timed practice sections in class, and the development of one-on-one study plans.

Diagnostic score reports and instructor reports

Each instructor will learn how to interpret TPR diagnostic tools and translate results into curriculum fine-tuning and individualized study plans for each student.

EXHIBIT A
SERVICES PROVIDED

The Princeton Review (“TPR”) will provide the services listed below (the “Services”) to middle and high schools that are part of the Edinburg CISD (the “District”) for the prices indicated below. Specified “per campus” minimums below mean the minimum purchase required for each District campus participating in that particular Service. The District is initially purchasing only the Services described in items 4 and 6 below. The total contract price for the such Services is ~~\$43,275~~**\$43,275,950**.

From time to time during the term of this Agreement, the District may place orders for additional Services by issuing to TPR a purchase order listing the Services purchased, the pricing for such Services, and the school at which the Services are to be provided. All such purchase orders shall be subject to this Agreement, whether or not specifically stated on the purchase order.

1. Early Edge English Language Arts or Math Instruction (Middle Schools)

\$78,250 for up to 810 Middle School Students and 5 Professional Development Sessions

Additional purchases of Early Edge Services:

\$100/student for Early Edge English Language Arts or Early Edge Math

\$2,000/professional development session for up to 25 teachers

Minimum purchase: 25 students and 1 professional development session per campus

Early Edge is a comprehensive early college preparation class for middle school students in English language arts or math. Each book consists of approximately 30 modular chapters which allow the user to either focus on select areas or to teach the entire curriculum. TPR will provide teacher professional development in using the curriculum through a 3 to 5 hour session (as determined by TPR and the District).

Student materials provided:

- Early Edge English Language Arts version 1
or
- Early Edge Math version 1

2. College Edge English Language Arts or Math Instruction (High Schools)

\$61,750 for up to 390 High School Students and 5 Professional Development Sessions

**Additional purchases of College Edge Services:
\$150/student for College Edge English Language Arts or Early Edge Math
\$2,000/professional development session for up to 25 teachers
Minimum purchase: 25 students and 1 professional development session per campus**

College Edge is a comprehensive early college preparation class for high school students in English language arts or math. Each book consists of approximately 30 modular chapters which allow the user to either focus on select areas or to teach the entire curriculum. TPR will provide teacher professional development in using the curriculum through a 3 to 5 hour session (as determined by TPR and the District).

Student materials provided:

- College Edge English Language Arts 101 or 102
or
- College Edge Math 101 or 102

3. SAT Live Course led by TPR

\$48,400 for up to 176 Middle or High School Students (minimum 25 students per campus)

**Additional purchases of SAT Live Course Services:
\$275/student
Minimum 25 students per campus**

TPR will provide instructors to teach a SAT test preparation course.

- 18 hours of classroom instruction
- 3 practice tests, each 4 hours in length with personalized, computer-generated score reports for each student detailing individual strengths and weaknesses
- Materials:
 - Beat the SAT* student course manual
 - 11 Practice Tests for the New SAT*
- Access to TPR's Online Student Center to review lessons, work on practice problems and drills, and make-up missed classes

4. SAT Teacher-to-Teacher Training

\$22,200 for up to 12 District teachers trained and up to 176 Middle or High School Students

**Additional purchases of SAT Teacher-to-Teacher Training Services:
\$750/teacher trained (minimum 2 teachers trained per campus)
\$75/student for materials (minimum 25 students per teacher trained)**

Edinburg CISD teachers will participate in a 24-hour live SAT training course led by a certified TPR Master Trainer. The training will cover TPR's proprietary SAT test-taking and score improvement techniques, use of TPR's materials in the classroom, the logistics of working with the TPR office, and advice on the challenges of teaching standardized test preparation skills.

Student materials provided:

- Beat the SAT* student course manual
- 11 Practice Tests for the New SAT*
- 3 full-length practice exams to be administered during the course
- Scantron sheets and proctoring instructions

5. ACT Live Course led by TPR

\$44,275 for up to 161 Middle or High School Students (minimum 25 students per campus)

**Additional purchases of ACT Live Course Services:
\$275/student
Minimum 25 students per campus**

TPR will provide instructors to teach an ACT test preparation course.

- 18 hours of classroom instruction
- 3 practice tests, each 3 1/2 hours in length with personalized, computer-generated score reports for each student detailing individual strengths and weaknesses
- Materials:
 - ACT student course manual
 - The Real ACT Prep Guide*
- Access to TPR's Online Student Center to review lessons, work on practice problems and drills, and make-up missed classes

6. ACT Teacher-to-Teacher Training

\$21,075 for up to 12 District teachers trained and up to 161 Middle or High School Students

**Additional purchases of ACT Teacher-to-Teacher Training Services:
\$750/teacher trained (minimum 2 teachers trained per campus)
\$75/student for materials (minimum 25 students per teacher trained)**

Edinburg CISD teachers will participate in a 24-hour live ACT training course led by a certified TPR Master Trainer. The training will cover TPR's proprietary ACT test-taking and score improvement techniques, use of TPR's materials in the classroom, the logistics of working with the TPR office, and advice on the challenges of teaching standardized test preparation skills.

Student materials provided:

ACT student course manual

The Real ACT Prep Guide

3 full-length practice exams to be administered during the course

Scantron sheets and proctoring instructions

EXHIBIT B
TERMS AND CONDITIONS

1. **Courses Generally:** (a) Edinburg CISD (the "Organization") will provide a coordinator for the course program. The Organization shall be solely responsible for registering students for courses and must deliver class rosters, preferably in an electronic format, no later than seven (7) calendar days before the start of each course. (b) The Organization shall provide reasonable classroom facilities and security at no cost to TPR. (c) For all classroom courses, if the Organization has provided TPR with email addresses of all students (and, if applicable, teachers or administrators) who are authorized to access TPR's online resources, TPR will distribute online user ids and passwords to such authorized persons. For all online courses and for classroom courses when the Organization has not provided TPR with email addresses for such persons, the Organization shall be solely responsible for distributing online user ids and passwords to such authorized persons for all TPR online resources. TPR may disable access to any online resource for any person who fails to comply with TPR rules and procedures applicable to the resource and no credit or refund will be issued for such person.
2. **Payment Terms; Sales Tax:** The Organization shall make payment to TPR within thirty (30) days of invoice receipt. Prices set forth in this Agreement do not include sales tax. Sales tax, if applicable, will be included in the invoice sent by TPR to the Organization, unless the Organization provides evidence of tax exemption.
3. **Reporting Requirements:** TPR may provide the Organization with final reports concerning the program after completion of each course. The Organization shall provide TPR with periodic reports such as the number of students enrolled in a course or other information reasonably requested by TPR, including requests for information in electronic format where available. The Organization shall maintain such books and records as are necessary to substantiate amounts paid to TPR pursuant to this Agreement, which shall be made available to TPR for examination on request.
4. **Intellectual Property:** (a) The Organization acknowledges and agrees that (i) all right, title and interest in and to TPR materials, including without limitation, written and electronic materials, ECOS (where applicable), and materials available through TPR's online resources, as well as all updates, upgrades, enhancements and modifications thereto, including any and all patents, copyrights, trade secret rights, trademarks, trade names, and other proprietary rights embodied therein or associated therewith (collectively, the "TPR Intellectual Property"), are and will remain TPR's, and this Agreement in no way conveys any right, title or interest in the TPR Intellectual Property other than the limited licenses set forth in this Agreement, (ii) the Organization will not modify or alter the TPR Intellectual Property without the prior written consent of TPR, and (iii) the TPR Intellectual Property embodies valuable confidential and secret information of TPR, the development of which required the expenditure of considerable time and money. (b) Upon the expiration or termination of this Agreement for any reason, the Organization shall deliver to TPR any and all TPR-owned equipment and supplies and all TPR Intellectual Property, or copies thereof, in electronic format or otherwise, in the Organization's possession or under its control. Within ten (10) business days of a request by TPR, the Organization shall deliver to TPR an affidavit stating that to the best of its knowledge and information all TPR Intellectual Property required to be delivered under this Agreement has been delivered and copies that have not been delivered have been deleted or destroyed.
5. **Confidentiality:** (a) The Organization acknowledges that it has been informed that the TPR Intellectual Property and TPR's instructional methods, including its strategies and techniques, are confidential (except such TPR Intellectual Property as are published and generally made available to the public by or on behalf of TPR) (the "Confidential Information"). The Organization (i) shall not divulge, and will prevent each of its employees, teachers and agents from divulging, directly or indirectly, any Confidential Information, and (ii) shall not use or authorize anyone to use, and will prevent each of its employees, teachers and agents from using or authorizing anyone to use, any Confidential Information, except to teach a TPR-approved course for which the Organization has purchased course materials from TPR or as otherwise specified in this Agreement. (b) The Organization agrees that any breach or threatened breach by it of this Section and any other provision related to protection of the Confidential Information will, because of the unique and proprietary nature of this information entrusted as aforesaid, cause irreparable harm to TPR and shall entitle TPR, in addition to any other legal remedies available to it, to apply to any court of competent jurisdiction to enjoin such breach or threatened breach without the need to post a bond.
6. **Limited License:** TPR hereby grants to the Organization a nonexclusive, non-transferable license (the "License") to use the TPR Intellectual Property solely in connection with the services provided pursuant to this Agreement. The grant of the License is conditioned upon: (i) the Organization shall not copy, modify, alter, or excerpt, and shall prevent others from copying, modifying, altering, or excerpting, the TPR Intellectual Property, and (ii) the Organization shall not use, and shall prevent others from using, the TPR Intellectual Property and other

B-1

Exhibit _____

Confidential Information to teach any class or course or for any other purpose, except TPR-approved classes or courses for which the Organization has purchased course materials from TPR.

7. **Privacy:** The Organization acknowledges and agrees that for all student records containing personally identifiable information provided to or otherwise made available to TPR hereunder, the Organization is solely responsible for obtaining, and it has obtained, all of the necessary rights, permissions and consents (including, for example, parental consents if necessary), in accordance with all applicable laws, rules and regulations (including, without limitation, the Family Educational Rights and Privacy Act and the regulations thereunder ("FERPA")) to provide the student records containing personally identifiable information to TPR, and for TPR to use such information for the purposes of providing services to the Organization. TPR agrees to exercise reasonable care to preserve the confidentiality of any and all student records containing personally identifiable information and shall not use or disclose such information except and to the extent such use or disclosure is reasonably necessary in connection with its performance of its obligations under this Agreement. As used herein, "personally identifiable information" shall mean any information regarding or that identifies (or that could be used to identify) any individual, including, for example and without limitation, any individual student or parent name, address, personal identifiers such as Social Security numbers or school- or district-issued student identification numbers, and any other information or combination of information that would make the identity of the student or parent easily traceable.
8. **Disclaimer; Limitation of Liability:** (a) Except as explicitly set forth in this Agreement, TPR hereby disclaims all warranties, representations and guaranties, express or implied, including, without limitation, any representation of results for students, such as any improvement in test scores. Such results are dependent on factors out of TPR's control, including, without limitation, the quality of instruction provided by the Organization. (b) TPR shall not be liable to the Organization or to any other person for any indirect, consequential, punitive or special damages, of any character, whether in an action in contract, tort or otherwise, arising out of or in connection with this Agreement, even if the Organization has been advised of the possibility of such damages. TPR's total aggregate liability arising from or related to this Agreement will not exceed the aggregate amount received by TPR from the Organization under this Agreement during the twelve (12) month period preceding a claim.
9. **Indemnification:** The Organization shall indemnify and defend TPR, and its directors, officers, employees and agents, from and against any costs, fees, expenses (including reasonable attorneys' fees whether arising out of a third-party claim or in enforcing this indemnification), claims, liabilities, losses, judgments, settlements and damages (including all damages awarded to third parties payable by TPR, but in all cases only TPR's direct damages) arising out of, or related to: (i) the Organization's breach of any provision of this Agreement, (ii) any negligent act or omission or willful misconduct of the Organization or any of its officers, employees or agents, or (iii) TPR's receipt of, access to or use of any student records containing personally identifiable information hereunder, provided that TPR uses such personally identifiable information only in connection with providing services under this Agreement.

TPR shall indemnify and defend the Organization, and its directors, officers, employees and agents, from and against any costs, fees, expenses (including reasonable attorneys' fees whether arising out of a third-party claim or in enforcing this indemnification), claims, liabilities, losses, judgments, settlements and damages (including all damages awarded to third parties payable by the Organization, but in all cases only the Organization's direct damages) arising out of, or related to: (i) TPR's breach of any provision of this Agreement, or (ii) any negligent act or omission or willful misconduct of TPR or any of its officers, employees or agents.
10. **Termination:** This Agreement (including any licenses) may be terminated thirty (30) days after the delivery by a party of a notice containing a description of a material breach of this Agreement by the other party, provided such breach is not cured within such thirty (30) days of notification of such breach.
11. **Cancellation:** TPR reserves the right to cancel any courses where fewer than the minimum number of students enroll. In the event of a cancellation because of under-enrollment, TPR will be deemed not to have breached the terms of this Agreement and the Organization will in no way penalize TPR for such course cancellation. For purposes of this section, the term "enroll" means that the Organization has informed TPR that a particular student will be attending the course.
12. **Force Majeure:** Neither party hereto shall be deemed to be in default for failure to comply with any provision hereof, if such failure results from acts or events beyond the reasonable control of such party, other than payment of money.
13. **Entire Agreement; Amendments; Order of Precedence:** This Agreement contains the entire understanding between the parties and supersedes any prior agreement between such parties, whether written or oral, and may only be amended or waived in a writing signed by both parties. Changes to this Agreement made by the Organization, whether made in handwriting or otherwise, shall be null and void unless initialed or otherwise specifically agreed to in writing by TPR. To the extent that the terms of this Agreement conflict with the terms of any purchase order or other agreement submitted by the Organization, the terms of this Agreement shall take precedence.

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Exhibit _____

14. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, provided that the Organization may not assign this Agreement, the License or the right to use the TPR Intellectual Property or any part thereof. The License shall not be assigned or made assignable, or become an asset of licensee in bankruptcy, whether by operation of law or any bankruptcy, insolvency or similar proceedings or otherwise.
15. **No Partnership:** Nothing in this Agreement shall be construed to create a partnership or any kind of joint venture or employment relationship between TPR and the Organization.
16. **Governing Law:** This Agreement and any claim or dispute arising out of, relating to or in connection with this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflicts of law principles.
17. **Designations and Notices:** Any notices or other communications hereunder, except as may otherwise be provided in this Agreement, will be deemed given and delivered when delivered personally, or on the date signed for, or rejected by, addressee if mailed by certified mail, return receipt requested, postage prepaid, or the next business day if sent by nationally recognized courier service providing for a signature on delivery, in each case, delivery prepaid, addressed to the Organization to the address provided on the execution page of this Agreement and to TPR to the attention of General Counsel at 111 Speen Street, Suite 550, Framingham, MA 01701 or to such other address as either party shall designate by notice to the other.
18. **Survival:** The rights and obligations arising relating to protection of TPR's Intellectual Property and other Confidential Information, and any other provisions of this Agreement that by their nature should survive, shall survive termination or expiration of this Agreement.
19. **Severability:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In such a case, the parties shall replace the invalid provision with a legally admissible arrangement, which comes nearest to the intended purpose of the invalid provision.
20. **Headings:** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
21. **Counterparts and Facsimiles:** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Facsimile signatures shall be considered original signatures.
22. **Authorized Signatures:** Each party hereto hereby certifies to the other that the individual signing this Agreement on its behalf has the authority to execute, deliver, and cause such party to perform its obligations under this Agreement.

Additional provisions applicable when Teacher-to-Teacher services are included:

23. Any Organization teacher to be certified to teach the TPR program must sign the standard TPR Teacher-to-Teacher Instructor Agreement.
24. The Organization agrees that only teachers who have been certified by TPR to teach TPR's program will teach any TPR course being led by the Organization's teachers.
25. TPR may revoke the certification of any Organization teacher: (i) who fails to maintain the confidentiality of the Confidential Information, or (ii) who uses the Confidential Information except to teach a TPR-approved class or course for which the Organization has purchased course materials from TPR.
26. Upon expiration or termination of the certification of any Organization teacher, including if such teacher leaves the employ of the Organization, the Organization will collect from such teacher and deliver to TPR all Confidential Information and other property of TPR, whether in tangible or electronic format and including such teacher's notes and summaries of such Confidential Information.

APPROVAL OF CONSULTANT AGREEMENT WITH SURESCORE COMPANY TO PROVIDE TRAINING FOR ALL JOHNNY ECONOMEDES HIGH SCHOOL CORE CONTENT AREA TEACHERS: ENGLISH LANGUAGE ARTS, MATH, SCIENCE AND SOCIAL STUDIES.

Superintendent's Recommendation

That the Board of Trustees approves the sole source of SureScore Company, as requested by Economedes high school to provide instructional materials, supplies and training that support these programs or teachers in all core content areas: English Language Arts, Math, Science and Social Studies, both for intervention and college readiness.

Rationale

SureScore is a sole source vendor and documentation is attached. This program will help the students of JEHS in the following areas as per the Campus Improvement Plan, Goal 2, Objective 1: JEHS will train campus staff from the four core areas through campus and district-approved staff development to ensure that all staff will be able to assist in raising the special Populations' TAKS scores by 10% to meet state, AYP, College Readiness and federal NCLB standards and enrich the present curriculum so that all students can excel beyond the minimum standards.

Paperwork Impact:

No additional paperwork will be generated.

Budgetary Information:

Total Cost = \$ 62,587.50

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
165-XX-6399-00-002-025-000	Instructional Materials	17,780.00	69.94	3,599.69	14,110.37
199-XX-6329-47-002-011-000	Instructional Materials	6,000.00	0.00	0.00	6,000.00
211-XX-6399-01-002-030-000	Instructional Materials	58,925.00	15,725.87	11,838.15	31,360.98
285-XX-6399-XX-002-030-400	Instructional Materials	45,374.00	10,699.98	22,569.40	12,104.62
211-13-6411-01-002-030-000	Teacher Training	8,000.00	0.00	0.00	8,000.00
193-13-6411-00-002-031-000	Teacher Training	32,000.00	300.00	1,272.83	30,427.17
GRAND TOTAL		168,079.00	26,795.79	39,280.07	102,003.14

Resource Personnel


Dr. René Gutiérrez
 Maria Luisa Guerra
 Rigoberto V. Abrego


Sylvia D. Garcia
 Santa T. Alvarado
 Ronaldo Cavazos

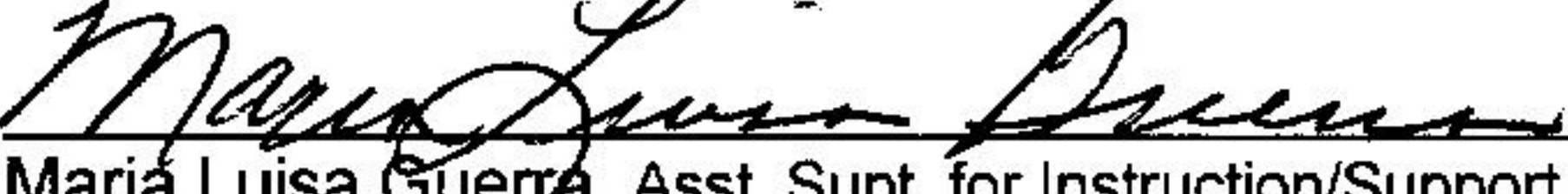
Gloria C. Rivera
 Sylvia Casso

Board Policy Reference and Compliance


This is in accordance with Board Policy EEL (Local), Contracting for Instruction with Outside Agencies and CH, Purchasing and Acquisitions.

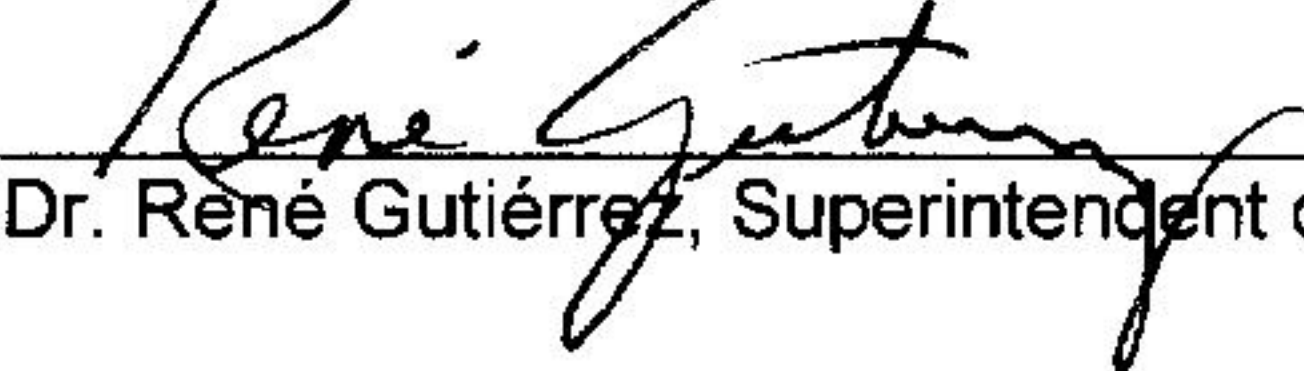
Requested by: 
 Gloria C. Rivera, Principal at Economedes High School

Approved by: 
 Ronaldo Cavazos, Director of Federal Programs

Approved by: 
 Maria Luisa Guerra, Asst. Supt. for Instruction/Support Services

Within Budgetary Allocations: 
 Sylvia D. Garcia, Director of Finance

Approved by: 
 Rigoberto V. Abrego, Assist. Supt. for Finance/Operations

Recommended by: 
 Dr. René Gutiérrez, Superintendent of Schools



Higher Expectations. Higher Education.

**SureScore College Readiness Program
Math and ELA Enrichment**

Prepared for
Johnny G. Economedes High School

January 6, 2010

Strategies to Advance Reading (STAR) is a research-based, vocabulary-intensive, supplemental language arts program designed to enrich daily classroom literacy activities and prepare students for the increased rigor of upper-level coursework.

Math Applications and Resources for Success (MARS) offers the essential math approaches necessary for success in high school math classes and improves student performance on standardized tests.

Program Includes:

- STAR 9 and STAR 10 student consumables for participating students
- MARS 3 and MARS 4 student consumables for participating students
- One day professional development for teachers implementing STAR and MARS programs

Quote:

Economedes High School	Number of Students	Average Cost Per Student	Total Cost
STAR 9	886	\$25.00	\$22,150.00
STAR 10	543	\$12.50	\$6,787.50
MARS 3	886	\$25.00	\$22,150.00
MARS 4	543		(GU Funded)
STAR teacher training			\$1,500.00
MARS teacher training			\$1,500.00
Total Program Cost			\$54,087.50

Program Approval for Economedes High School:

Program Approval for SureScore: _____

SureScore ■ P.O. Box 151412 ■ Austin, TX 78715 ■ (888) 545-TEST ■ email: information@surescore.com
surescore.com

EXHIBIT _____



Higher Expectations. Higher Education.

SureScore College Readiness Program Test Preparation

Prepared for
Johnny G. Economedes High School

January 15, 2010

SureScore's test preparation program prepares students for every section of the college entrance exam through proven methodologies such as scaffolding and contextualized learning.

Program Includes:

- Consumable for 60 students
- Two-day professional development for up to four teachers implementing test preparation
- Individual student reports and class summary reports for each diagnostic

Quote:

Economedes High School	Number of Students	Average Cost Per Student	Total Cost
College Readiness Test Prep	60	\$100.00	\$6,000.00
Teacher Training			\$2,500.00
Total Program Cost			\$8,500.00

Program Approval for Economedes High School:

Program Approval for SureScore: _____

SureScore ■ P.O. Box 151412 ■ Austin, TX 78715 ■ (888) 545-TEST ■ email: information@suresscore.com
suresscore.com

EXHIBIT _____



Edinburg Consolidated Independent School District Sole Source Affidavit

Reg No
009153

BEFORE ME, the undersigned official, on this day, personally appeared Amanda Hunter
A person known to me to be the person whose signature appears below, who after being duly
sworn upon his oath deposed and said:

1. My name is Amanda Hunter. I am over the age of 18, have never been convicted of a crime and am competent to sign this affidavit.
2. I am an authorized representative of the following company or firm:
SureScore
3. The above named company or firm is the sole source of the following item(s) or product(s): (Attach list if necessary)
Fundamentals of College Admissions, Vision, STAR, HARS, PSAT & Test Preparation programs
4. Competition in providing the above named item(s) is precluded by the existence of a patent, copyright, secret process or monopoly.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.
6. We certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

Amanda Hunter
(Signature)

SUBSCRIBED AND SWORN to before me on this 17 day of December, 2009

(Seal)

[Signature]

(Notary Public, State of Texas)

Katherine Poole
(Printed Name)

0-11-11
(Date Commission Expires)



Company Name: SureScore
 Address: PO Box 151412
 City, State, Zip: Austin, TX 78715
 Telephone: (888) 545-8378 Fax: (888) 470-8015
 Contact Person: Amanda Hunter Email: ahunter@suresscore.com

EXHIBIT _____

SOLE SOURCE MEMORANDUM

DATE: 1/28/09

TO: Aureliano Flores, Assistant Superintendent for Finance & Operations

FROM: Gloria Rivera CAMPUS: 002

SUBJECT: SOLE SOURCE AFFIDAVIT FOR Sure score (Name of Vendor)

PURCHASE AMOUNT: \$ 62,587.50 REQUISITION NO: 009153

DESCRIPTION OF ITEMS OR SERVICE: (Attach additional documentation, if necessary)
Sta / mans / Teacher staff dev
College Readiness Prep Testing programs

I have contacted a sufficient number of vendors to determine that only one practical source of supply exists. I have initialed the reason(s) why only one source of supply exists and stated it below:

- There is no competitive or similar product. The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source, or a unique item such as an art work.
The product is only available from a regulated or natural monopoly. For example, utilities, gravel from the only pit in the area or some similar situation.
The product is a component of an existing system which is only available from one supplier. The replacement of a component or a repair part is only available from the original supplier.
The item is produced by non-profit corporations using handicapped workers. Products made by blind or otherwise handicapped workers are often used by schools, cities, and counties.
The item is produced by prison workers. The state benefits from the sale of these items.
There are no other items available in the marketplace that have the same fit, form and function of the items being purchased.

Signature: Gloria Rivera Date: 1/28/10

(Instructions: Campuses & Departments are required to complete this form and attach it to your sole source vendor affidavit. Fax or route all documents, such as Agenda Items, sole source affidavit, sole source memorandum to the Office of Assistant Superintendent for Finance & Operations.)

EXHIBIT _____

APPROVAL OF THE CONTRACT/CONSULTANT AGREEMENT WITH SURESCORE FOR BARRIENTES MIDDLE SCHOOL AND B.L. GARZA MIDDLE SCHOOL

Superintendent's Recommendation:

That the Board of Trustees approves the contract/consultant agreement with SureScore for Barrientes Middle School and B.L. Garza Middle School.

Rationale:

SureScore will provide resource materials, SAT, and ACT test preparation training. The enhanced program will prepare teachers, students, and parents with best practices that increase career and college awareness through in-depth career exploration and college planning. In addition, students will be able to acquire the confidence, higher order thinking skills, and strategies required for successful achievement of college admissions tests. This contract was negotiated by Angelica Perez, Department of Advanced Academic Services.

Connections to the District Plan:

District Goal: Goal 1 – Academic Excellence-The district shall provide a diversified and innovative curriculum that focuses on comprehension, critical and creative thinking, application and problem solving for all students to achieve commended performance.

Paperwork Impact:

None

Budgetary Information:

This agenda item meets purchasing requirements because this is a sole source.

Middle School Recommendation

SAT Test Preparation- 280 students \$80.63 per student	\$ 22,575.00
ACT Test Preparation- 60 students \$ 65.00 per student	\$ 3,900.00
Teacher Training 2 group session	\$ 5,000.00
Parent Workshops	In-Kind
Student recruitment services	In-Kind
Membership fee	\$ 1,500.00

Total Cost: \$ 32,975.00

Budget Information

Account	Description	Appropriation	Encumbrance	Expenditure	Balance
285-21-6291-71-890-030700	Consultant Services	100,000	0	0	100,000
168-21-6291-00-890-021000	Consultant Services	32,900.00	0	8,866.00	24,034.00
285-11-6399-71-890-030700	General Supplies	34,503.00	9,212.59	0	25,290.41


Resource Personnel:

- Dr. René Gutiérrez, Superintendent of Schools
- Maria Luisa Guerra, Assistant Superintendent for Instruction & Support Services
- Hector Gonzalez, Area Director
- Santa Alvarado, Area Director
- Dominga Vela, Area Director
- Angelica Perez, District GT Specialist
- Ronaldo Cavazos, Director of Federal Programs

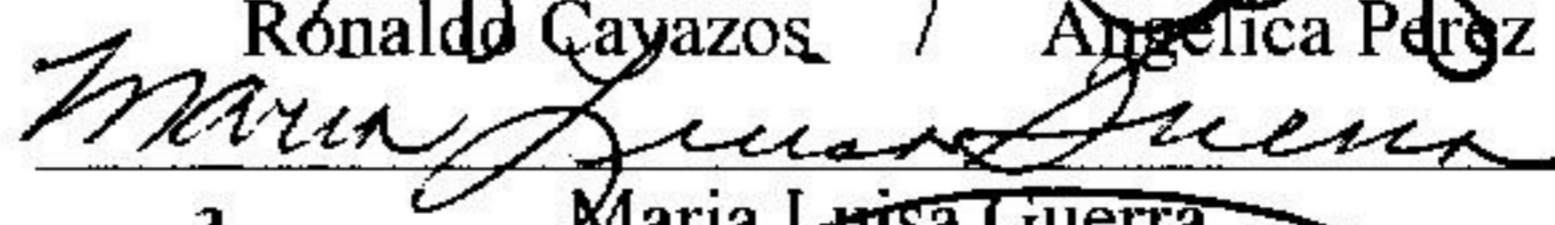
Board Policy Reference and Compliance:

This item is in accordance with Board Policy EEL (Legal): Contracting for Instruction with outside agencies.

Prepared by:


 Ronaldo Cavazos


Approved by:


 Maria Luisa Guerra

Within Budgetary Allocation:


 Sylvia Garcia

Finance Department Approval:


 Rigoberto V. Abrego

Recommended by:

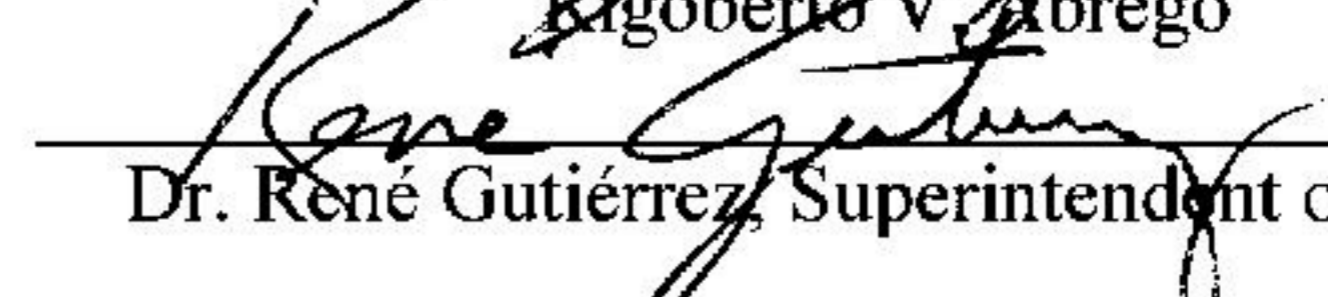

 Dr. René Gutiérrez, Superintendent of Schools

Exhibit _____, Page(s) _____

CONTRACTED SERVICE AGREEMENT

This Contract/Agreement is made and entered into by and between Edinburg CISD, and Sue Skove referred to herein as "Contractor". The parties have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks hereinafter described.

Contractor shall provide professional services, consultation, and expertise for use and benefit to Edinburg Consolidated Independent School District.

Agency shall pay contractor a fee of \$ 32,975 for services and related expenses. *

Approved and accepted by Contractor this 7th day of January 2010.

Amanda Winter
Contractor's Signature

Contractor's Name: Sue Skove

Address: PO Box 151412 City: Austin State: TX Zip Code: 78715

Social Security: _____ Contract Period From: 3/27/10 to 06/30/10

Scope of Work: SAT/ACT Test Preparation, Teacher Training, Parent Workshops

Amount of Fee: 32,975

Funding Account Number: 285-11-6399-71-890-030700
285-21-6291-71-890-030700
168-21-6291-00-890-021000

Contracted Services must be approved 14 days prior of work. A Purchase Order must also be attached. By approval, the supervisor certifies the need for contract services and that sufficient funds are available. The supervisor will also monitor the contracted services. Invoice is required for payment. Invoice must be received in the Business Office by Monday in order to get paid by Friday of that week. Also, a W-9 is required if not already on file for payment.

FOR CONTRACTS OVER \$10,000

Termination of Contract: Contractor shall have completed all work covered by this contract and this contract shall terminate unless extended by mutual agreement of the district and the contracted services at the time final service is completed as indicated in paragraph 2 herein. This contract may be terminated by the District if for any reason the Contractor shall fail to fulfill in a timely and proper manner his obligation under this contract, in which event the district may terminate the contract by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the contract, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this contract at any time without cause by the furnishing of a five day written notice from the Senior Financial Administrator to the Contractor, but the contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this contract, less any compensation previously paid.

	<u>Approved</u>	<u>Not Approved</u>	<u>Signature/Date</u>
Supervisor	_____	_____	_____
Administrative Assistant	_____	_____	_____
Superintendent/Designee	_____	_____	_____

*Contracted Services totaling over \$5000.00 require prior board approval.

Nondiscrimination Statement

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its' educational programs.

White - Vendor

Yellow - Originator

Pink - Accounts Payable

Exhibit _____



Edinburg Consolidated Independent School District
Sole Source Affidavit

RESET FORM

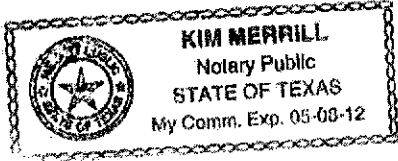
BEFORE ME, the undersigned official, on this day, personally appeared, Amanda Hunter
A person known to me to be the person whose signature appears below, who after being duly
sworn upon his oath deposed and said:

1. My name is Amanda Hunter. I am over the age of 18, have never been convicted of a crime and am competent to sign this affidavit.
2. I am an authorized representative of the following company or firm:
SureScore
3. The above named company or firm is the sole source of the following item(s) or product(s): (Attach list if necessary)
Test Preparation: SAT, ACT
4. Competition is providing the above named item(s) is precluded by the existence of a patent, copyright, secret process or monopoly.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.
6. We certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

Amanda Hunter
(Signature)

SUBSCRIBED AND SWORN to before me on this 7 day of Jan, 2010

(Seal)



Kim Merrill
(Notary Public, State of Texas)
Kim Merrill
(Printed Name)
May 8, 2012
(Date Commission Expires)

Company Name: SureScore
Address: P.O. Box 151412
City, State, Zip: Austin, TX 78715
Telephone: (888) 545-8378 Fax: (888) 470-8015
Contact Person: Amanda Hunter Email: ahunter@scorescore.com

Exhibit _____

SOLE SOURCE MEMORANDUM

DATE: 3/12/10

TO: Assistant Superintendent for Finance & Operations

FROM: ANGELICA PEREZ CAMPUS ADVANCED ACADEMIC SALE

SUBJECT: SOLE SOURCE AFFIDAVIT FOR SURE SCORE
(Name of Vendor)

PURCHASE AMOUNT: \$ 32,975.00 REQUISITION NO: _____

DESCRIPTION OF ITEMS OR SERVICE: (Attach additional documentation, if necessary)

Provides resource materials, SAT and ACT test preparation training. College Readiness Initiative.

I have contacted a sufficient number of vendors to determine that only one practical source of supply exists. I have initialed the reason(s) why only one source of supply exists and stated it below:

- **There is no competitive or similar product.**
The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source, or a unique item such as an art work.
- **The product is only available from a regulated or natural monopoly.** For example, utilities, gravel from the only pit in the area or some similar situation.
- **The product is a component of an existing system which is only available from one supplier.** The replacement of a component or a repair part is only available from the original supplier.
- **The item is produced by non-profit corporations using handicapped workers.** Products made by blind or otherwise handicapped workers are often used by schools, cities, and counties.
- **The item is produced by prison workers.** The state benefits from the sale of these items.
- **There are no other items available in the marketplace that have the same fit, form and function of the items being purchased.**

Angelica Perez
Signature

031210
Date

(Instructions: Campuses & Departments are required to complete this form and attach it to your sole source vendor affidavit. Fax or route all documents, such as Agenda Items, sole source affidavit, sole source memorandum to the Office of Assistant Superintendent for Finance & Operations.)

Exhibit _____



Higher Expectations. Higher Education.

College Readiness Proposal

Edinburg CISD

2010

February 2, 2010

Prepared for:
Angelica Perez, Gifted and Talented Specialist
Edinburg CISD
411 North 8th Avenue
Edinburg, TX 78539
P: 956-289-2305 ext 2048
F: 956-316-0952

SureScore Sales Contact:
Ernesto Ayala
Regional Manager
P (888) 545-8378
F (888) 470-8015
eayala@surescore.com

Exhibit _____

I. Proposal Summary

College Readiness Proposal for Edinburg CISD for Spring 2010

Middle School recommendation:

- SAT or ACT Test Preparation program for two Edinburg CISD middle school campuses
 - SAT Test Prep for 280 students at Barrientes Middle School
 - ACT Test Prep for 60 students at B.L. Garza Middle School
- Professional development for teachers implementing SAT or ACT
- Value add in-kind of parent orientation and student recruitment assistance

II. Proposal Cost Detail

SAT Test Prep	280	\$80.63	\$22,575.00
ACT Test Prep	60	\$65.00	\$3,900.00
Professional Development SAT	1 session		\$2,500.00
Professional Development ACT	1 session		\$2,500.00
Parent Workshops			In-kind
Student recruitment services			In-Kind
Campus Membership Fee			\$1,500.00
Program Cost			\$32,975.00

III. Description of Proposed Programs

SAT Preparation Program (Train the Teacher Model)

- Semester-long program that prepares students for the SAT
 - \$100.00 per student for the first 125 students
 - \$65.00 per student for the remaining students
- SAT workbook for participating students
- Individual student reports and class summary reports for each diagnostic (up to two per semester)
- Campus recruitment activities provided by SureScore including flyers, posters and registration presence
- The Official SAT Study Guide for participating teachers
- Two-day professional development for up to four teachers per campus
 - Recommend one group training at \$2,500.00/session

ACT Preparation Program (Train the Teacher Model)

- Semester-long program that prepares students for the ACT
 - \$100.00 per student for the first 125 students
 - \$65.00 per student for the remaining students
- ACT workbook for participating students
- Individual student reports and class summary reports for each diagnostic (up to two per semester)
- Campus recruitment activities provided by SureScore including flyers, posters and registration presence
- The Real ACT Prep Guide for participating teachers
- Two-day professional development for up to four teachers per campus
 - Recommend one group training at \$2,500.00/session

Campus Membership Fee

- Program administration and teacher liaison
- Technical support
- Program evaluation, data, and reporting
- Curriculum alignment and updates; customized scope and sequence
- \$3,500 per campus (special half a semester district fee of \$1,500)

Parent College Readiness Seminars

- One two-hour seminar for parents of high school students covering college readiness topics, including test prep, the college admissions process, financial aid and course planning
 - \$1,000 per campus (in-kind for ECISD proposal)
- Seminars provided in English and Spanish
- One seminar per campus
- Facilities provided by District



Higher Expectations. Higher Education.

IV. Terms and Agreement

Licensing Period:

All programs are licensed through June 30, 2010.

Payment Terms:

Payment is due at implementation of professional development or shipment of materials, unless alternative terms agreed between parties.

Pricing:

Above prices are good for 45 days from date of proposal.

Purchase Order Number: _____

Signatures:

For Edinburg CISD: _____

For SureScore: _____
Ernesto Ayala

SureScore ■ P.O. Box 151412 ■ Austin, TX 78715 ■ (888) 545-TEST ■ email: information@surescore.com
surescore.com

Exhibit _____

APPROVAL OF THE CONTRACTED SERVICE AGREEMENT WITH AGILE MIND EDUCATION HOLDINGS, INC. TO LICENSE CERTAIN COMPUTER-BASED ON-LINE LEARNING SERVICES

Superintendent's Recommendation:

That the Board of Trustees approve the contracted service agreement with Agile Mind Education Holdings, Inc. to license certain computer-based on-line learning services.

Rationale:

The training provided by these consultants is designed to provide teachers with a strong foundation curriculum in mathematics that incorporates multi learning style formats in the delivery of instruction. This contract was negotiated by Irene Valdez.

Connections to the District Plan of Student Achievement

District Goal 2: The Edinburg Consolidated Independent School District shall provide for the development and support of highly qualified administrators, teachers, and auxiliary staff to ensure student success.

District Performance Objective I: The Edinburg Consolidated Independent School District will manage professional development so that teacher's learning is timely, continual, and effective.

Initiative III: The district will provide training in effective strategies for implementing the mathematics Texas Essential Knowledge and Skills.

Paperwork Impact: None

Budgetary Information: This purchase meets purchasing law compliance because it is a sole source.

- a) District agrees to obtain the Services for the subjects specified below for the maximum number of students and teachers at the campus identified below for the following fees: **\$10,500**

Edinburg High School – Academic Youth Development – 2 Teachers & 30 Students
AYD Services will be made available during the 2010 summer school session and regular school year 2010-11, provided that the initial term of this agreement does not include AYD for the 2011 summer school session.
- b) Subject to the terms and conditions of this agreement, Agile Mind grants to District a limited, non-exclusive license to use the services as specified in paragraph 1.a during the term of this agreement.

Account	Description	Appropriation	Encumbrance	Expenditure	Balance
193-11-6399-00-001-031000	Contracted Service	\$33,425	\$6,927.20	\$13,143.59	\$13,354.21

Resource Personnel:

- Dr. René Gutiérrez, Superintendent of Schools
- Maria Luisa Guerra, Assistant Superintendent for Instruction and Support Services
- Santa T. Alvarado, Area Director
- Hector Gonzalez, Area Director
- Dominga Vela, Area Director
- Ronaldo J. Cavazos, Director of Federal Programs
- Irene D. Valdez, District Elementary Mathematics Specialist
- Principals

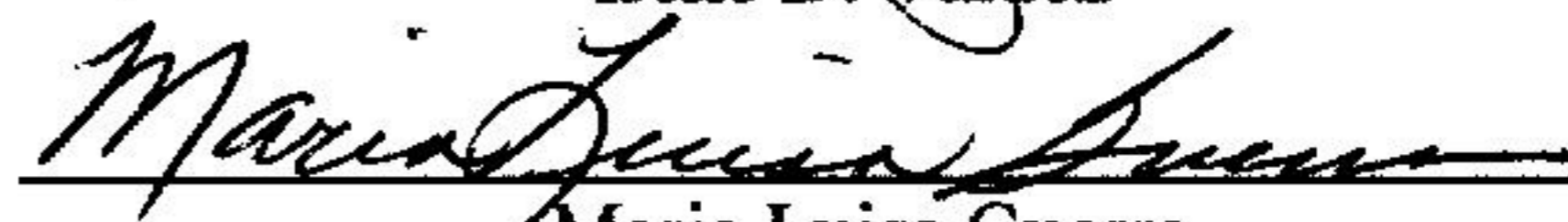
Board Policy Reference and Compliance:

This item is in compliance and in accordance with Board Policy EHAA (Legal) EHAB (Legal), CH Legal

Prepared by:


Irene D. Valdez


Approved by:


Maria Luisa Guerra

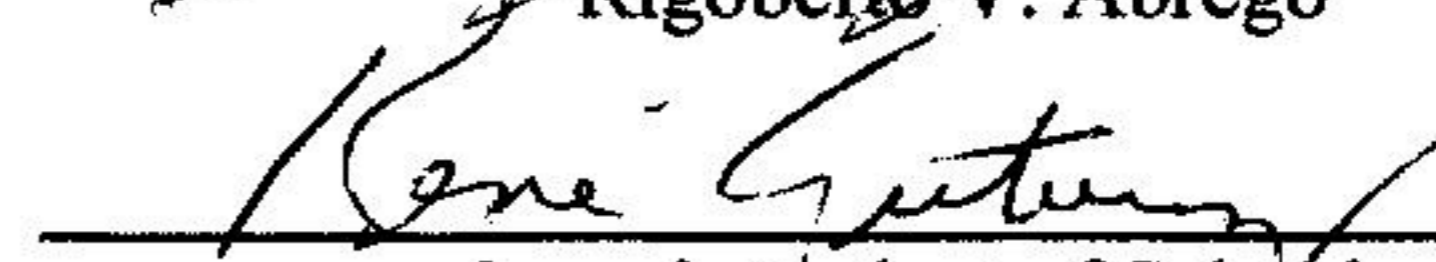
Within Budget Allocations:


Sylvia D. Garcia

Finance Budgetary Approval:


Rigoberto V. Abrego

Recommended by:


Superintendent of Schools
Dr. René Gutiérrez

CONTRACTED SERVICE AGREEMENT

This Contract/Agreement is made and entered into by and between Edinburg CISD, and Agile Mind Educational Holdings, Inc. referred to herein as "Contractor". The parties have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks hereinafter described.

Contractor shall provide professional services, consultation, and expertise for use and benefit to Edinburg Consolidated Independent School District.

Agency shall pay contractor a fee of \$ 10,500.00 for services and related expenses. *

Approved and accepted by Contractor this 24th day of MARCH 20 10.

[Signature]
Contractor's Signature

Contractor's Name: AGILE MIND EDUCATIONAL HOLDINGS, INC.

Address: 1100 S. MAIN ST #101 City: CORPUS CHRISTI State: TX Zip Code: 76051

Social Security: 27-0008203 Contract Period From: 4/15/2010 to 6/30/2010

Scope of Work: Academia Youth Development EDINBURG HIGH SCHOOL

Amount of Fee: 10,500.00

Funding Account Number: 193-11-6399-00-001-031000

Contracted Services must be approved 14 days prior of work. A Purchase Order must also be attached. By approval, the supervisor certifies the need for contract services and that sufficient funds are available. The supervisor will also monitor the contracted services. Invoice is required for payment. Invoice must be received in the Business Office by Monday in order to get paid by Friday of that week. Also, a W-9 is required if not already on file for payment.

FOR CONTRACTS OVER \$10,000

Termination of Contract: Contractor shall have completed all work covered by this contract and this contract shall terminate unless extended by mutual agreement of the district and the contracted services at the time final service is completed as indicated in paragraph 2 herein. This contract may be terminated by the District if for any reason the Contractor shall fail to fulfill in a timely and proper manner his obligation under this contract, in which event the district may terminate the contract by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the contract, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this contract at any time without cause by the furnishing of a five day written notice from the Senior Financial Administrator to the Contractor, but the contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this contract, less any compensation previously paid.

	<u>Approved</u>	<u>Not Approved</u>	<u>Signature/Date</u>
Supervisor	_____	_____	_____
Administrative Assistant	_____	_____	_____
Superintendent/Designee	_____	_____	_____

*Contracted Services totaling over \$5000.00 require prior board approval.

Nondiscrimination Statement

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.

White - Vendor

Yellow - Originator

Pink - Accounts Payable

Exhibit T



Edinburg Consolidated Independent School District Sole Source Affidavit

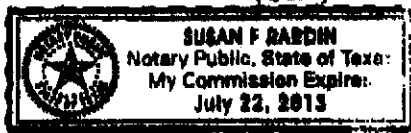
RESET FORM

BEFORE ME, the undersigned official, on this day, personally appeared, _____
A person known to me to be the person whose signature appears below, who after being duly sworn upon his oath deposed and said:

1. My name is SUSAN JOHNSON I am over the age of 18, have never been convicted of a crime and am competent to sign this affidavit.
2. I am an authorized representative of the following company or firm:
Agile Mind Educational Holdings, Inc
3. The above named company or firm is the sole source of the following item(s) or product(s); (Attach list if necessary)
Academic Youth Development
4. Competition in providing the above named item(s) is precluded by the existence of a patent, copyright, secret process or monopoly.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.
6. We certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

Susan Johnson, Controller
(Signature)

SUBSCRIBED AND SWORN to before me on this 24th day of March, 2010



Susan F. Rardin
(Notary Public, State of TX)
SUSAN RARDIN
(Printed Name)
7/23/2013
(Date Commission Expires)

Company Name: AGILE MIND EDUCATIONAL HOLDINGS, INC
Address: 1100 S. Main ST, #101
City, State, Zip: Corpus Christi TX 76092
Telephone: 817/329-2223 Fax: 817/329-2242
Contact Person: Susan Johnson Email: sjohnson@agilemind.com

AGILE MIND™ – Services

SERVICES AGREEMENT

This services agreement (this "Agreement") is entered into as of **March 10, 2010** between **Edinburg CISD and Agile Mind Education Holdings, Inc. ("Agile Mind")**. This Agreement describes the terms and conditions under which District has agreed to license certain computer-based on-line learning services of Agile Mind that it makes generally available via access to Agile Mind's Internet servers ("Services").

1. PURCHASE OF SERVICES; PRICE

- a. District agrees to obtain the Services for the subjects specified below for the maximum number of students and teachers at the campuses identified below for the following fees: \$10,500.

Edinburg High School – Academic Youth Development – 2 Teachers & 30 Students

AYD Services will be made available during the 2010 summer school session and regular school year 2010-11, provided that the initial term of this Agreement does not include AYD for the 2011 summer school session.

- b. Subject to the terms and conditions of this Agreement, Agile Mind grants to District a limited, non-exclusive license to use the Services as specified in paragraph 1.a. during the term of this Agreement. Use of the Services includes access to and use of materials on portions of the Agile Mind Web site for those Services ("Web site") (including use of materials available for printing on the Web site). District will be licensed to (and may use) the Services only for the number of students and teachers and only for the campuses and subjects specified in paragraph 1.a., except that (i) parents of the authorized students may use the Services to assist the students and (ii) school administrators at the campuses may use the Services to perform their administrator job responsibilities. As part of these conditions, District agrees that District will not, and will not authorize students or teachers (or parents or administrators) to:
- Print or make additional photocopies or electronic copies of Web or printed pages for anyone, including students or teachers, unless those copies are for and essential to the instructional progress of a teacher or student authorized to use the Services,
 - Download, distribute or otherwise make available any part of any Agile Mind Web site, except for the downloading and printing of authorized materials for use by the authorized teachers and students (and the parents and administrators) as described in paragraph 1.a., or
 - Share or distribute passwords or access codes.
- c. District may use the Services, the Web site, and any materials available on or printed from the Web site only as expressly permitted in this Agreement.
- d. The Services provided pursuant to the Initial Term of this Agreement shall be provided through June 30, 2011 (except for Academic Youth Development as specified in section 1a.). The Initial Term of this Agreement shall terminate on June 30, 2011 provided that on July 1, 2011 and each successive July 1 thereafter, this Agreement shall renew for a successive additional one year period unless either party, at least thirty (30) days prior, gives written notice of termination prior to such renewal date.
- e. District will pay the fees specified above. In addition, District will pay any sales, use and similar taxes relating to the Services. Proof of exemption from those taxes must be on file with Agile Mind for any order to be treated as exempt from those taxes. District will pay the fees and taxes within Fifteen (15) days from the date of invoice.

2. RETENTION OF RIGHTS

The Services, together with the Web site and the software, content, data, and other materials used or made available by Agile Mind in providing the Services and any information in or derived from the foregoing (collectively, "Related Materials"), are proprietary and confidential to Agile Mind. District, including its teachers and students (together with the students' parents and administrators), may use (and agrees to use) the Services and Related Materials only as specified in this Agreement, and agrees not to make any other use or any disclosure of the Services or Related Materials. As part of this obligation, District may not modify, redistribute, sell, decompile or reverse engineer the Related Materials, or otherwise reduce any portion of the software included in the Related Materials to a human-perceivable form or seek to derive or use any algorithms, concepts, techniques, processes or methods embodied in the software. Agile Mind retains all rights as to the Services and Related Materials (including copyright, trade secret, trademark and other intellectual property rights), and any implied rights are excluded and disclaimed.

3. AUTHORIZATIONS

Agile Mind represents and warrants that it is authorized to execute and perform this Agreement and that the individual signing for Agile Mind is authorized to sign on behalf of Agile Mind. District represents and warrants that it is authorized to execute and perform this Agreement and that the individual signing for District is authorized to sign on behalf of District.

4. INDEMNIFICATION

District acknowledges that it is responsible for the use of the Services and Related Materials by District and its teachers and students (together with the students' parents and administrators), including compliance with District's own policies and procedures relating to the Internet. To the extent permitted by applicable law, District agrees to indemnify, hold harmless and (at Agile Mind's request) defend Agile Mind from any cause of action or other claim that arises from such use of the Services and Related Materials.

5. CONFIDENTIALITY

Neither party shall disclose this Agreement or any of its terms and conditions to any third party without prior written notice to the other party, except to the extent a party is obligated by law or by a court of competent jurisdiction to make a disclosure, provided that the party subject to the obligation to disclose promptly notifies the other party and reasonably cooperates with the other party to limit the disclosure and use of the Agreement or its terms and conditions. In addition, a party may disclose this Agreement or its terms and conditions to actual or potential acquirers of, investors in, or sources of financing for all or any part of the party.

6. WARRANTY DISCLAIMER

Agile Mind will use commercially reasonable efforts to have the Services purchased by District conform in all material respects to the functional description of the Services on the Web site from which the Services are provided. The Services and Related Materials are otherwise provided "as is." AGILE MIND DISCLAIMS ANY WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

7. LIMITATION OF LIABILITY

Neither Agile Mind nor any licensor, content provider, supplier, service provider, trainer, consultant or other third party associated with Agile Mind will be liable (under any legal theory), for damages or otherwise, in an amount that exceeds the payments actually made by District to Agile Mind under this Agreement. In any event, neither Agile Mind nor any such associated third party will be liable for incidental, consequential, indirect, special or other non-direct damages, or any lost profits or revenue, in connection with the Services or this Agreement.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement relating to the subject matter hereof, superseding any earlier or contemporaneous understandings, covenants, conditions, representations, warranties, or other agreements (oral,

written or otherwise). Each party acknowledges that it is not relying on any understandings, covenants, conditions, representations, warranties, or agreements other than as expressly set forth in this Agreement. Any modifications or amendments to this Agreement must be in writing signed by a duly authorized agent or representative of Agile Mind and District. As part of the foregoing, any contrary, inconsistent, or additional terms incorporated in any purchase order or other documents will not supersede the terms and conditions of this Agreement.

9. TERMINATION OF AGREEMENT

Either party may terminate this Agreement, with or without cause, in accordance with Section 1.d above. Sections 2 and 4-12 will survive expiration or termination of this Agreement. Termination or expiration will not affect Agile Mind's right to payment for (and District will pay) fees and other amounts, including fees for the Services, for the period before expiration or earlier termination.

10. NON-ASSIGNMENT OF AGREEMENT

District may not (and shall not) assign or otherwise transfer this Agreement or any right under this Agreement or grant any sublicense of any right under this Agreement. Any attempted assignment, transfer, or sublicense shall be void. Agile Mind may assign or otherwise transfer this Agreement but only as part of a merger, asset sale or other transfer involving the portion of Agile Mind's business to which this Agreement relates.

11. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the State of Delaware. Any action or proceeding brought by either party against the other arising out of or relating to this Agreement shall be brought only in a state or federal court of competent jurisdiction in the State of Delaware.

12. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person, by US Mail, or Federal Express or equivalent carrier at the following address:

If to Agile Mind, Inc.:

Agile Mind, Inc.
ATTN: Cindy Drake
866-284-4655
Fax: 817-329-2242
cdrake@agilemind.com

1100 South Main Street
Suite 101
Grapevine, TX 76051

If to District:

School or District Name: _____
ATTN: _____
Street: _____
City/State/Zip: _____

ACKNOWLEDGED AND AGREED:

Agile Mind

District:

Signature

Signature

Nicholas Smith

Print Name

Print Name

Chief Operating Officer

Title

Title

Phone

E-Mail

SOLE SOURCE MEMORANDUM

DATE: 3-25-10

TO: Assistant Superintendent for Finance & Operations

FROM: Irene D. Valdez CAMPUS: Administration Bldg.

SUBJECT: SOLE SOURCE AFFIDAVIT FOR Agile Mind Inc.
(Name of Vendor)

PURCHASE AMOUNT: \$ 10,500.⁰⁰ REQUISITION NO: _____

DESCRIPTION OF ITEMS OR SERVICE: (Attach additional documentation, if necessary)

License Certain Computer-Based On-line Learning Services.

I have contacted a sufficient number of vendors to determine that only one practical source of supply exists. I have initialed the reason(s) why only one source of supply exists and stated it below:

- **There is no competitive or similar product.**
The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source, or a unique item such as an art work.
- **The product is only available from a regulated or natural monopoly.** For example, utilities, gravel from the only pit in the area or some similar situation.
- **The product is a component of an existing system which is only available from one supplier.** The replacement of a component or a repair part is only available from the original supplier.
- **The item is produced by non-profit corporations using handicapped workers.** Products made by blind or otherwise handicapped workers are often used by schools, cities, and counties.
- **The item is produced by prison workers.** The state benefits from the sale of these items.
- **There are no other items available in the marketplace that have the same fit, form and function of the items being purchased.**

Irene D. Valdez 3/25/10
Signature Date

(Instructions: Campuses & Departments are required to complete this form and attach it to your sole source vendor affidavit. Fax or route all documents, such as Agenda Items, sole source affidavit, sole source memorandum to the Office of Assistant Superintendent for Finance & Operations.)

**APPROVAL OF GRADE GUIDELINES FOR HIGH SCHOOL GRADING PROCEDURES
(GRADES 9-12)**

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Trustees approve the Grade Guidelines for High School Grading Procedures
(Grades 9-12)

RATIONALE:

Additions to existing policies need to be made in order to achieve maximum operational flow for the schools.

Connections to the District Plan

District Goal : Academic Excellence

District Goal 1 – The Edinburg Consolidated Independent School District shall provide a diversified and innovative curriculum that focuses on comprehension, critical and creative thinking, application and problem solving for all students to achieve commended performance.

Objective 1: ECISD will offer all students a challenging high quality curriculum and will provide an effective delivery system to ensure that all students will achieve and meet the District's Performance Objectives standards on math, reading, writing, English language arts, science, and/or social studies sections of the spring 2010 administration.

PAPERWORK IMPACT:

GRADE GUIDELINES
(SEE ATTACHMENT)

BUDGETARY INFORMATION:

The budget will not be impacted.

RESOURCE PERSONNEL:

Dr. René Gutiérrez, Superintendent of Schools
Maria Luisa Guerra, Assistant Superintendent for Instruction/Support Services
Santa T. Alvarado, Area Director of JEHS
Dominga Vela, Area Director of ENHS
Hector Gonzalez, Area Director of EHS

BOARD POLICY REFERENCE AND COMPLIANCE:

This item is in compliance and in accordance with Board Policy BF (Legal) and BF (Local).

Prepared by:



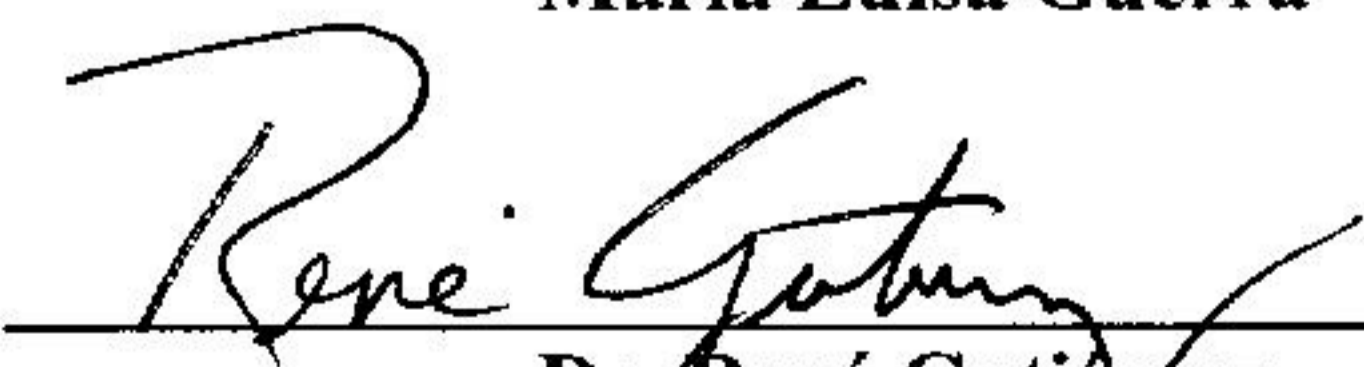
Santa T. Alvarado

Approved by:



Maria Luisa Guerra

Recommended by:



Dr. René Gutiérrez
Superintendent of Schools

EXHIBIT _____, PAGE(S) _____

GRADE GUIDELINES

Secondary Grading Procedures (Grades 9-12)

1. Grade speed will be used as the official campus grade books. It is a software via the internet that will assist to input, modify and monitor student's current progress in real-time at work or from home. The web based software will allow seamless integration of data between ITCC (Region I) and Grade speed.
2. All daily work and tests are to be recorded and dated. All recorded grades need an appropriate description.
3. One column is to be skipped after each test grade to record the re-test grade if needed. If space is not available, a clearly marked column at the end of the six-week period that is labeled and dated will be acceptable.
4. Teachers will record at least one grade weekly. A minimum of eight (8) grades per discipline per six-weeks is required. The grades should be separate assessments. A retest is required when an examination grade that counts for 2 or more grades is below a 70.
5. Homework and classwork assignments will have the same weight. Benchmark TAKS, TAKS release and End-of-Course assessments may be counted as one regular assignment grade. Major projects and tests shall be weighted appropriately according to written campus/department standards with principal approval.
6. The actual grade will be recorded in Gradespeed. However, the first six week grade average of each semester will not be lower than a 50. The second and third six weeks grade average of each semester may be lower than a 50.
7. Non-mastery will be determined by all grades below 70.
8. Students must be given one opportunity to re-test for an examination. The highest grade given for a re-testing will be a grade of 70. The original test score will not be counted. (Examinations are considered chapter test, major test, unit test, any assessment over a larger body of knowledge. This definition does not include class assignments, daily work, home work, pop quizzes, and semester exam.)
9. Students will be allowed to make up work missed due to any excused absence. The time allotted will be equal to a day for a day of absence. For example, a student absent for five (5) days will be allotted five (5) days to complete the missed assignment. It is the student's responsibility to inquire about work missed during the absence. The teacher is encouraged to use his/her discretion in allotting additional time as dictated by the individual case.
10. Unexcused absence make-up work/test shall receive maximum grade of 60.
[EIAB (Local)]
11. Teachers shall determine late assignment policies and distribute to students and communicate to parents. All teachers' policies must be in compliance with EIA Local Board Policy and campus/department standards with principal approval.
12. The highest grade for make-up work after a suspension shall be a grade of 60. Students wishing to waiver this rule must appeal to the school principal within three days of his or her reinstatement. [EIC (Local)]
13. At the middle school level, the yearly average is determined by adding each semester's numerical grade and dividing the total by two.
14. At the high school level, ~~the semester average is determined by adding each six week's numerical grade with the final exam grade and dividing the total by four.~~ [EIAA(Local)] **the yearly average is determined by adding each semester's numerical grade and dividing the total by two.**
15. In the event of a student's absence during the final exam, the student and/or parents must provide a doctor's excuse or other appropriate documentation of extenuating circumstances—major illnesses/catastrophic situations/death in the family, etc.—which must be verified by the campus principal before the student is permitted to take the final exam.
16. Plagiarism or cheating on any assignment or examination will constitute a grade of 0.

EXHIBIT _____

GRADE GUIDELINES

Secondary Grading Procedures (Grades 9-12)

1. Grade speed will be used as the official campus grade books. It is a software via the internet that will assist to input, modify and monitor student's current progress in real-time at work or from home. The web based software will allow seamless integration of data between ITCC (Region I) and Grade speed.
2. All daily work and tests are to be recorded and dated. All recorded grades need an appropriate description.
3. One column is to be skipped after each test grade to record the re-test grade if needed. If space is not available, a clearly marked column at the end of the six-week period that is labeled and dated will be acceptable.
4. Teachers will record at least one grade weekly. A minimum of eight (8) grades per discipline per six-weeks is required. The grades should be separate assessments. A retest is required when an examination grade that counts for 2 or more grades is below a 70.
5. Homework and classwork assignments will have the same weight. Benchmark, TAKS, TAKS release and End-of-Course assessments may be counted as one regular assignment grade. Major projects and tests shall be weighted appropriately according to written campus/department standards with principal approval.
6. The actual grade will be recorded in Gradespeed. However, the first six week grade average of each semester will not be lower than a 50. The second and third six weeks grade average of each semester may be lower than a 50.
7. Non-mastery will be determined by all grades below 70.
8. Students must be given one opportunity to re-test for an examination. The highest grade given for a re-testing will be a grade of 70. The original test score will not be counted. (Examinations are considered chapter test, major test, unit test, any assessment over a larger body of knowledge. This definition does not include class assignments, daily work, home work, pop quizzes, and semester exam.)
9. Students will be allowed to make up work missed due to any excused absence. The time allotted will be equal to a day for a day of absence. For example, a student absent for five (5) days will be allotted five (5) days to complete the missed assignment. It is the student's responsibility to inquire about work missed during the absence. The teacher is encouraged to use his/her discretion in allotting additional time as dictated by the individual case.
10. Unexcused absence make-up work/test shall receive maximum grade of 60.
[EIAB (Local)]
11. Teachers shall determine late assignment policies and distribute to students and communicate to parents. All teachers' policies must be in compliance with EIA Local Board Policy and campus/department standards with principal approval.
12. The highest grade for make-up work after a suspension shall be a grade of 60. Students wishing to waiver this rule must appeal to the school principal within three days of his or her reinstatement. [EIC (Local)]
13. At the middle school level, the yearly average is determined by adding each semester's numerical grade and dividing the total by two.
14. At the high school level, the yearly average is determined by adding each semester's numerical grade and dividing the total by two.
15. In the event of a student's absence during the final exam, the student and/or parents must provide a doctor's excuse or other appropriate documentation of extenuating circumstances—major illnesses/catastrophic situations/death in the family, etc.—which must be verified by the campus principal before the student is permitted to take the final exam.
16. Plagiarism or cheating on any assignment or examination will constitute a grade of 0.

EXHIBIT _____

APPROVAL OF THE CONTRACT/CONSULTANT AGREEMENT WITH J TAYLOR EDUCATION FOR STAFF DEVELOPMENT

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Trustees approves the contract/consultant agreement with J Taylor Education for Staff Development.

RATIONALE:

The J Taylor Education will provide four days of professional development and resource materials. Using depth and complexity to differentiate the core curriculum is an effective, proven way to create appropriately challenging learning experiences for students, including gifted, talented, and advanced learners. Trainings will allow teachers to (1) explore several classroom-tested procedures for introducing the Depth and Complexity Icons. (2) Ways to develop differentiated learning opportunities when using required textbooks and without sacrificing the authenticity of the core curriculum.

Connections to the District Plan Goal Area 1: Academic Excellence

District Performance Objective 3, Gifted and Talented: Initiative 1 – The District will support services that go beyond the minimum to meet the needs of gifted learners so that they may demonstrate skills in self-directed learning, thinking, research, and communication as evidenced by the development of innovative products and performances that reflect individuality and creativity and are advanced in relation to students of similar age, experience or environment. S-I Evaluate, analyze, and establish district assessment procedures that are uniform and consistent throughout the district. A-I Evaluate and analyze assessment instruments to ensure that they reflect the district population.

PAPERWORK IMPACT:

None

BUDGETARY INFORMATION:

This agenda item meets purchasing requirements because this is a sole source.

4-full day session of Summer Staff Development	\$ 6,000.00
240 Depth and Complexity ICON Cards \$17.00 each	\$ 4,080.00
240 Differentiation Smart Reference Guide \$20.00 each	\$ 4,800.00
240 Deep and Complex Look Books \$20.00 each	\$ 4,800.00
240 Q3 Cards \$22.00 each	\$ 5,280.00
Shipping and Handling	\$ 400.00
Discount Price	\$-1,896.00

Total Cost **\$ 23,464.00**

Account	Description	Appropriation	Encumbrance	Expenditure	Balance
285-13-6291-71-890-030700	Consultant Services	61,000.00	0	0	61,000.00

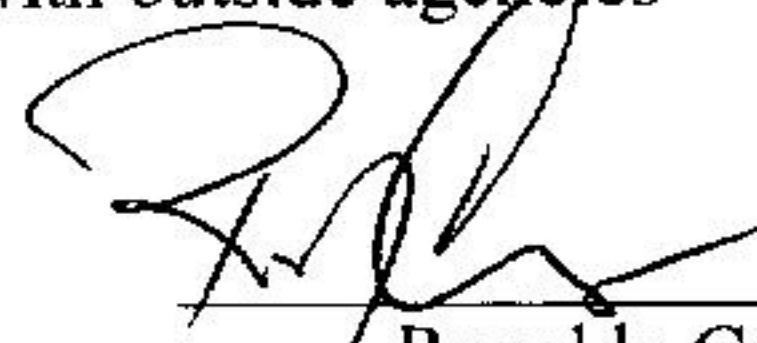
RESOURCE PERSONNEL:

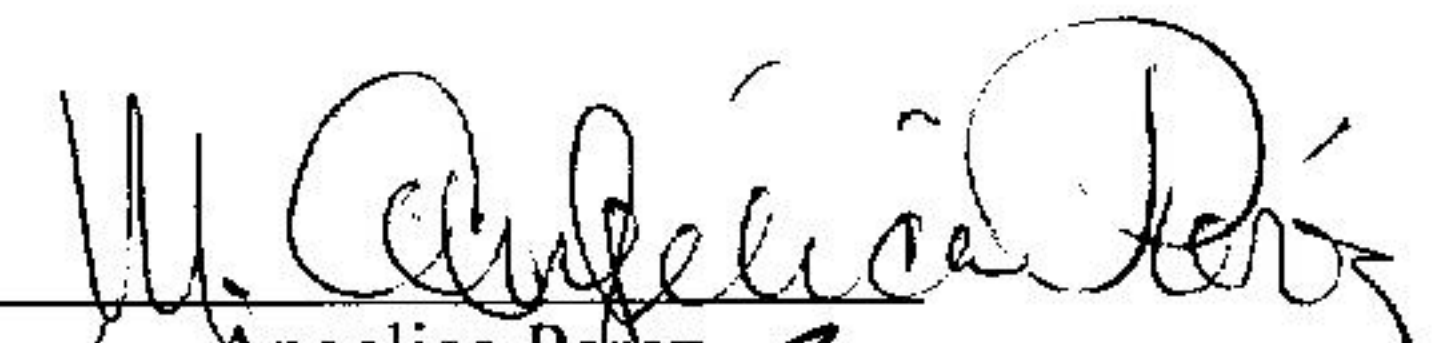
- Dr. René Gutiérrez, Superintendent of Schools
- Maria Luisa Guerra, Assistant Superintendent for Instruction & Support Services
- Hector Gonzalez, Area Director
- Santa Alvarado, Area Director
- Dominga Vela, Area Director
- Angelica Perez, District GT Specialist
- Ronaldo Cavazos, Director of Federal Programs

BOARD POLICY REFERENCE AND COMPLIANCE:

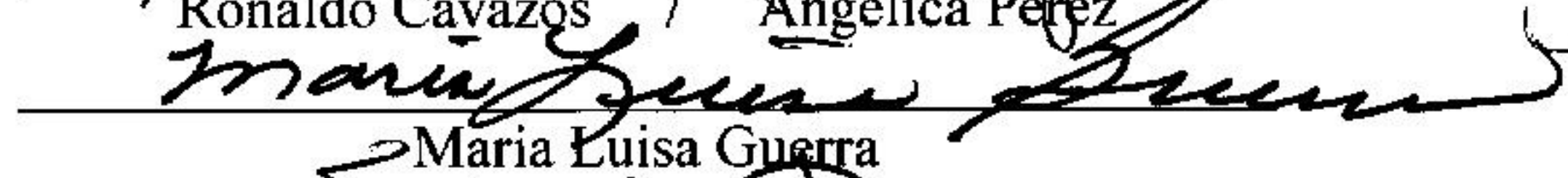
This item is in compliance and in accordance with Board Policy CH Local (Purchasing Authority) and EEL (Legal): Contracting for Instruction with outside agencies

Prepared by:


Ronaldo Cavazos


Angelica Perez

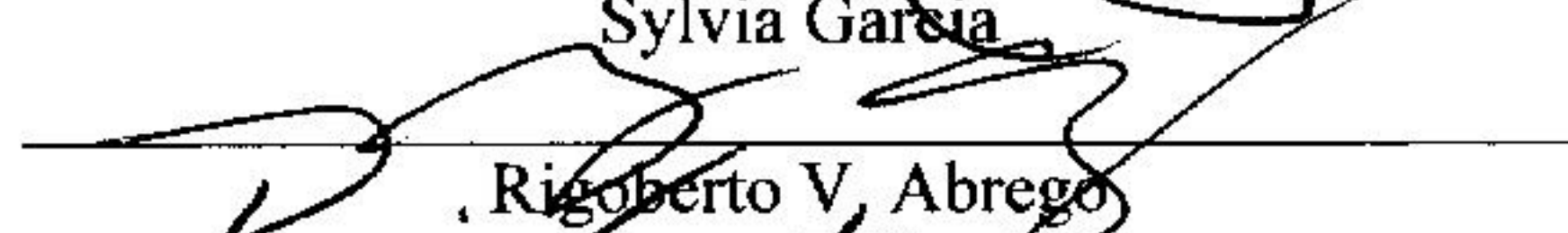
Approved by:


Maria Luisa Guerra

Within Budgetary Allocation:


Sylvia Garcia

Finance Department Approval:


Rigoberto V. Abrego

Recommended by:

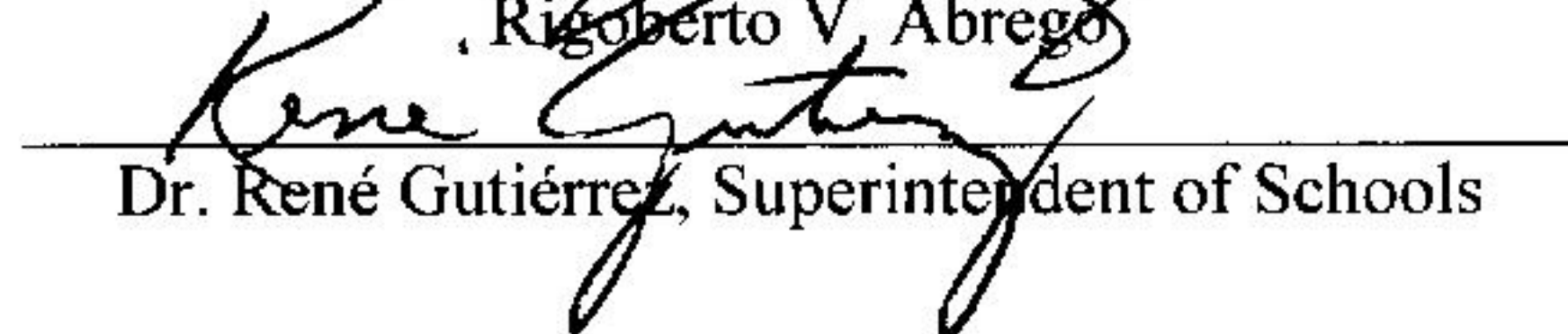

Dr. René Gutiérrez, Superintendent of Schools

Exhibit _____, Page(s) _____

CONTRACTED SERVICE AGREEMENT

This Contract/Agreement is made and entered into by and between Edinburg CISD, and J Taylor Education LLC referred to herein as "Contractor". The parties have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks hereinafter described.

Contractor shall provide professional services, consultation, and expertise for use and benefit to Edinburg Consolidated Independent School District.

Agency shall pay contractor a fee of \$ 23,464.00 for services and related expenses.*

Approved and accepted by Contractor this 2nd day of March 2010.

[Signature]
Contractor's Signature

Contractor's Name: J Taylor Education LLC - John Gould - President

Address: 9800 D Topanga Ln #4 City: Chatsworth State: CA Zip Code: 91311

Tax ID# Social Security: 33-1135204 Contract Period From: June 22, 2010 to August 4, 2010

Scope of Work: 4 workshops related to differentiating the core curriculum using depth & complexity.

Amount of Fee: 23,464.00

Funding Account Number: 285.13.6291.71.890.030700

Contracted Services must be approved 14 days prior of work. A Purchase Order must also be attached. By approval, the supervisor certifies the need for contract services and that sufficient funds are available. The supervisor will also monitor the contracted services. Invoice is required for payment. Invoice must be received in the Business Office by Monday in order to get paid by Friday of that week. Also, a W-9 is required if not already on file for payment.

FOR CONTRACTS OVER \$10,000

Termination of Contract: Contractor shall have completed all work covered by this contract and this contract shall terminate unless extended by mutual agreement of the district and the contracted services at the time final service is completed as indicated in paragraph 2 herein. This contract may be terminated by the District if for any reason the Contractor shall fail to fulfill in a timely and proper manner his obligation under this contract, in which event the district may terminate the contract by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the contract, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this contract at any time without cause by the furnishing of a five day written notice from the Senior Financial Administrator to the Contractor, but the contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this contract, less any compensation previously paid.

	<u>Approved</u>	<u>Not Approved</u>	<u>Signature/Date</u>
Supervisor	_____	_____	_____
Administrative Assistant	_____	_____	_____
Superintendent/Designee	_____	_____	_____

*Contracted Services totaling over \$5000.00 require prior board approval.

Nondiscrimination Statement

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.

White - Vendor

Yellow - Originator

Pink - Accounts Payable

Exhibit _____



Edinburg Consolidated Independent School District
Sole Source Affidavit

RESET FORM

BEFORE ME, the undersigned official, on this day, personally appeared. John Gould
A person known to me to be the person whose signature appears below, who after being duly sworn upon his oath deposed and said:

- 1. My name is John Gould. I am over the age of 18, have never been convicted of a crime and am competent to sign this affidavit.
2. I am an authorized representative of the following company or firm:
J Taylor Education, LLC
3. The above named company or firm is the sole source of the following item(s) or product(s): (Attach list if necessary)
The Flip Book, The Flip Book, Too, Frames: Differentiating the Core Curriculum, Depth & Complexity ICON Cards, Depth & Complexity ICON Stamps, Content Imperative Cards, Content Imperative Magnets, Content Imperative Stamps, Math Icon Cards, Math Icon Magnets, Math Icon Stamps, Tiered Literacy Centers, Deep and Complex Look Books, "THINK" in Deep and Complex Ways Poster, "THINK" in Deep and Complex Ways Magnets, Differentiation Smart Reference Guide, Th Scholar in Me, Empower Primary and Inspire Change, Q3 Cards, Independent Study, A Deep and Complex Look at Me, The Icon Game
4. Competition is providing the above named item(s) is precluded by the existence of a patent, copyright, secret process or monopoly.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.
6. We certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

(Signature)

SUBSCRIBED AND SWORN to before me on this 2nd day of March, 2010

(Seal)



(Notary Public, State of California)

Oscar Gonzalez
(Printed Name)

August 22, 2012
(Date Commission Expires)

Company Name: J Taylor Education, LLC
Address: 9800 D Topanga Cyn. Blvd #4
City, State, Zip: Chatsworth, Ca 91311
Telephone: 866-729-3817 Fax: 866-729-4817
Contact Person: John Gould - President/Owner Email: jgould@jtayloreducation.com

Exhibit

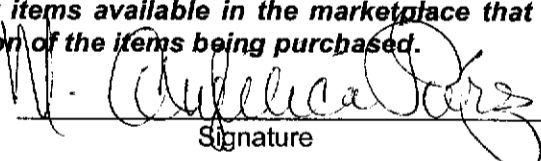
SOLE SOURCE MEMORANDUM

DATE: March 2, 2010
 TO: Assistant Superintendent for Finance & Operations
 FROM: Angélica Pérez CAMPUS: Advanced Academic Services
 SUBJECT: SOLE SOURCE AFFIDAVIT FOR J TAYLOR EDUCATION (Name of Vendor)
 PURCHASE AMOUNT: \$ 23404 REQUISITION NO: _____

DESCRIPTION OF ITEMS OR SERVICE: (Attach additional documentation, if necessary)
Four days of consulting on differentiating curriculum using depth + complexity --- Depth & Complexity CON cards, Differentiation Smart Reference Guide, Deep & Complex Look Books + Q3 Cards.

I have contacted a sufficient number of vendors to determine that only one practical source of supply exists. I have initialed the reason(s) why only one source of supply exists and stated it below:

- **There is no competitive or similar product.**
The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source, or a unique item such as an art work.
- **The product is only available from a regulated or natural monopoly.** For example, utilities, gravel from the only pit in the area or some similar situation.
- **The product is a component of an existing system which is only available from one supplier.** The replacement of a component or a repair part is only available from the original supplier.
- **The item is produced by non-profit corporations using handicapped workers.** Products made by blind or otherwise handicapped workers are often used by schools, cities, and counties.
- **The item is produced by prison workers.** The state benefits from the sale of these items.
- **There are no other items available in the marketplace that have the same fit, form and function of the items being purchased.**



 Signature 030210
 Date

(Instructions: Campuses & Departments are required to complete this form and attach it to your sole source vendor affidavit. Fax or route all documents, such as Agenda Items, sole source affidavit, sole source memorandum to the Office of Assistant Superintendent for Finance & Operations.)

Exhibit _____



www.jtayloreducation.com

9800 DTopanga Canyon #4
Chatsworth, California 91311

Office: (866) 729-3817

Fax: (866) 729-4817

Cell: (310) 739-4394

jgould@jtayloreducation.com

Dates of Training: June 22-23, 2010 & August 3-4, 2010
To: Edinburg Consolidated ISD
Attn: Angelica Perez, AAS
From: John Gould, President, J Taylor Education, LLC

**Incorporating Depth & Complexity into the Core Curriculum
to Create Differentiated Learning Experiences**

Cost: \$6,000 (includes honorarium and all travel and copy expenses)

Description: Using depth & complexity to differentiate the core curriculum is an effective, proven way to create appropriately challenging learning experiences for students, including gifted, talented, and advanced learners. Explore several classroom-tested procedures for introducing the *Depth & Complexity Icons* in your classroom. Discover and develop a number of engaging ways to incorporate the *Depth & Complexity Icons* into your prescribed curriculum, while overcoming obstacles like pacing charts and time constraints. Work in grade-level groups to create differentiated task statements that guide lesson writing and aid in the development of sophisticated content that exceeds Standards.

Items to be covered and offered include:

- Information and examples provided related to a number of classroom-proven differentiation strategies which utilize depth and complexity
- Ideas for various ways to introduce these differentiation tools
- Ways to develop differentiated learning opportunities when using required textbooks and without sacrificing the authenticity of the core curriculum
- Specific ways to use depth and complexity materials provided at the workshops
- Contact information will be distributed so that J Taylor Education can keep in touch with any participating teachers to provide support and to answer any questions following workshop

Exhibit _____



Price Quote

J Taylor Education

QUOTE# 030110-1PQ
DATE: MARCH 1, 2010

9800 D Topanga Canyon Blvd. #4, Chatsworth, CA 91311
Phone 866-729-3817 Fax 866-729-4817
www.jtayloreducation.com

SOLD Edinburg Consolidated Independent School District
TO Attn: Accounts Payable
411 N. 8th Street
Edinburg, TX 78540

SHIP Edinburg Consolidated Independent School District
TO Attn: Accounts Payable
411 N. 8th Street
Edinburg, TX 78540

SALESPERSON	JOB	SHIPPING METHOD	PO #	DATE SHIPPED	PAYMENT TERMS
John	Edinburg-1/10	Fed Ex Gr.	TBD	TBD	30 days

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
240	JTE-3	Depth & Complexity ICON Cards	17.00		\$4,080.00
240	JTE-23	Differentiation Smart Reference Guide	20.00		\$4,800.00
240	JTE-22	Deep and Complex Look Books	20.00		\$4,800.00
240	JTE-27	Q3 Cards	22.00		\$5,280.00
				-\$1,896.00	\$17,064.00
4	JTE-Cons.	Four days of consulting on differentiating curriculum using depth and complexity	1,850.00	-\$1,400.00	\$6,000.00
				TOTAL DISCOUNT	\$3,296.00

* For questions about this quote, contact John Gould @ 310-739-4394

SUBTOTAL	\$23,064.00
SALES TAX	\$0.00
SHIPPING & HANDLING	\$400.00
TOTAL DUE	\$23,464.00

Make purchase orders to J Taylor Education, LLC

THANK YOU FOR YOUR BUSINESS!

Exhibit _____

APPROVAL OF THE CONTRACT/CONSULTANT AGREEMENT WITH ENGINE-UNITY, LTD FOR STAFF DEVELOPMENT

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Trustees approves the contract/consultant agreement with Engine-Uity, LTD for Staff Development.

RATIONALE:

The Engine-Uity, LTD specializes in differentiated resources, keyed to Bloom's Taxonomy of higher level thinking skills that lead to independent studies. Engine-Uity will provide quality supplemental teaching materials for grades K-12. Engine-Uity materials are based on principles of good practice for gifted, regular and Title I programs. The training will provide Process, Content, and Product applications in all core curriculum areas, as well as in the fine arts.

Connections to the District Plan Goal Area 1: Academic Excellence

District Performance Objective 3, Gifted and Talented.: Initiative 1 – The District will support services that go beyond the minimum to meet the needs of gifted learners so that they may demonstrate skills in self-directed learning, thinking, research, and communication as evidenced by the development of innovative products and performances that reflect individuality and creativity and are advanced in relation to students of similar age, experience or environment. S-I Evaluate, analyze, and establish district assessment procedures that are uniform and consistent throughout the district. A-I Evaluate and analyze assessment instruments to ensure that they reflect the district population.

PAPERWORK IMPACT:

None

BUDGETARY INFORMATION:

This agenda item meets purchasing requirements because this is a sole source.

2-full day session of Summer Staff Development (all training fees, honorarium, supplies included)	\$ 6,000.00
Total Cost	\$ 6,000.00

Account	Appropriation	Encumbrance	Expenditure	Balance
285-13-6291-71-890-030700	61,000.00	0	0	61,000.00

RESOURCE PERSONNEL:

- Dr. René Gutiérrez, Superintendent of Schools
- Maria Luisa Guerra, Assistant Superintendent for Instruction & Support Services
- Hector Gonzalez, Area Director
- Santa Alvarado, Area Director
- Dominga Vela, Area Director
- Angelica Perez, District GT Specialist
- Ronaldo Cavazos, Director of Federal Programs

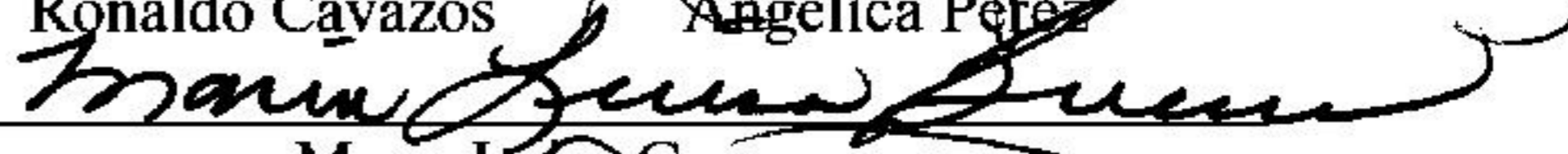
BOARD POLICY REFERENCE AND COMPLIANCE:

This item is in compliance and in accordance with Board Policy CH Local (Purchasing Authority) and EEL (Legal): Contracting for Instruction with outside agencies

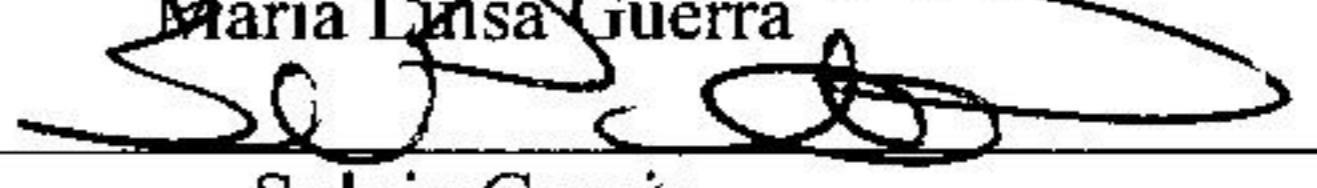
Prepared by:


 Ronaldo Cavazos

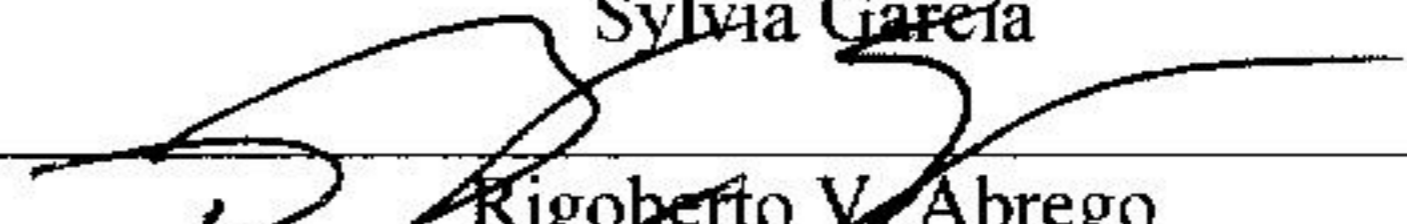
Approved by:


 Maria Luisa Guerra

Within Budgetary Allocation:


 Sylvia Garcia

Finance Department Approval:


 Rigoberto V. Abrego

Recommended by:



 Dr. René Gutiérrez, Superintendent of Schools

Exhibit _____, Page(s) _____

CONTRACTED SERVICE AGREEMENT

This Contract/Agreement is made and entered into by and between Edinburg CISD, and Engine-Unity, Ltd. referred to herein as "Contractor". The parties have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks hereinafter described.

Contractor shall provide professional services, consultation, and expertise for use and benefit to Edinburg Consolidated Independent School District.

Agency shall pay contractor a fee of \$ 6000.00 for services and related expenses.*

Approved and accepted by Contractor this 1st day of March 2010.

Mary J. Cole
Contractor's Signature

Contractor's Name: Engine-Unity, Ltd.

Address: 8900 N. Central #106 City: Phoenix State: _____ Zip Code: _____

Federal Tax # _____ Social Security: 86-0386 99 Contract Period From: JUNE 2010 to JULY 2010

Scope of Work: three, two-day training sessions

Amount of Fee: \$3000.00 per session x 2 sessions = \$6,000.00

Funding Account Number: 285-13.6291.71.890.030700

Contracted Services must be approved 14 days prior of work. A Purchase Order must also be attached. By approval, the supervisor certifies the need for contract services and that sufficient funds are available. The supervisor will also monitor the contracted services. Invoice is required for payment. Invoice must be received in the Business Office by Monday in order to get paid by Friday of that week. Also, a W-9 is required if not already on file for payment.

FOR CONTRACTS OVER \$10,000

Termination of Contract: Contractor shall have completed all work covered by this contract and this contract shall terminate unless extended by mutual agreement of the district and the contracted services at the time final service is completed as indicated in paragraph 2 herein. This contract may be terminated by the District if for any reason the Contractor shall fail to fulfill in a timely and proper manner his obligation under this contract, in which event the District may terminate the contract by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the contract, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this contract at any time without cause by the furnishing of a five day written notice from the Senior Financial Administrator to the Contractor, but the contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this contract, less any compensation previously paid.

	<u>Approved</u>	<u>Not Approved</u>	<u>Signature/Date</u>
Supervisor	_____	_____	_____
Administrative Assistant	_____	_____	_____
Superintendent/Designee	_____	_____	_____

*Contracted Services totaling over \$5000.00 require prior board approval.

Non-discrimination Statement

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.

White - Vendor

Yellow - Originator

Pink - Accounts Payable

Exhibit _____



Edinburg Consolidated Independent School District
Sole Source Affidavit

RESET FORM

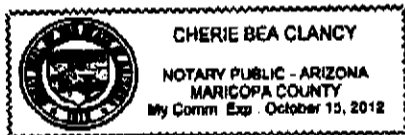
BEFORE ME, the undersigned official, on this day, personally appeared Mary F. Cole.
A person known to me to be the person whose signature appears below, who after being duly
sworn upon his oath deposed and said:

1. My name is Mary F. Cole. I am over the age of 18, have never been convicted of a crime and am competent to sign this affidavit.
2. I am an authorized representative of the following company or firm:
Engine - Utility, Ltd
3. The above named company or firm is the sole source of the following item(s) or product(s): (Attach list if necessary)
staff development : Using Bloom's Taxonomy to Differentiate Curriculum
4. Competition is providing the above named item(s) is precluded by the existence of a patent, copyright, secret process or monopoly.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.
6. We certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

Mary F. Cole
(Signature)

SUBSCRIBED AND SWORN to before me on this 1st day of March, 2010

(Seal)



Cherie Bea Clancy
(Notary Public, State of Arizona)
Cherie Bea Clancy
(Printed Name)
October 15, 2012
(Date Commission Expires)

Company Name: Engine - Utility, Ltd
Address: 8900 N. Central Ave. Suite 106
City, State, Zip: Phoenix, AZ 85020
Telephone: 602-997-7144 Fax: 602-997-0974
Contact Person: Mary F. Cole Email: engine-utility@questoffice.net

Exhibit _____

SOLE SOURCE MEMORANDUM

DATE: March 2, 2010

TO: Assistant Superintendent for Finance & Operations

FROM: ANGELICA PEREZ CAMPUS ADVANCED ACADEMIC SERVICES

SUBJECT: SOLE SOURCE AFFIDAVIT FOR ENGINE-UNITY, LTD
(Name of Vendor)

PURCHASE AMOUNT: \$ 6,000 REQUISITION NO: _____

DESCRIPTION OF ITEMS OR SERVICE: (Attach additional documentation, if necessary)
ENGINE-Unity specializes in differentiated resources, keyed to Bloom's Taxonomy of higher leveled thinking skills, that lead to independent studies. Materials provide Process, Content, Product applications in all core curriculum areas.

I have contacted a sufficient number of vendors to determine that only one practical source of supply exists. I have initialed the reason(s) why only one source of supply exists and stated it below:

- **There is no competitive or similar product.**
The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source, or a unique item such as an art work.
- _____ - **The product is only available from a regulated or natural monopoly.** For example, utilities, gravel from the only pit in the area or some similar situation.
- _____ - **The product is a component of an existing system which is only available from one supplier.** The replacement of a component or a repair part is only available from the original supplier.
- _____ - **The item is produced by non-profit corporations using handicapped workers.** Products made by blind or otherwise handicapped workers are often used by schools, cities, and counties.
- _____ - **The item is produced by prison workers.** The state benefits from the sale of these items.
- _____ - **There are no other items available in the marketplace that have the same fit, form and function of the items being purchased.**

M. Angelica Perez 030210
Signature Date

(Instructions: Campuses & Departments are required to complete this form and attach it to your sole source vendor affidavit. Fax or route all documents, such as Agenda Items, sole source affidavit, sole source memorandum to the Office of Assistant Superintendent for Finance & Operations.)

Exhibit _____

APPROVAL OF THE CONTRACT/CONSULTANT AGREEMENT WITH TEACHER CREATED MATERIALS PUBLISHING COMPANY FOR STAFF DEVELOPMENT

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Trustees approves the contract/consultant agreement with Teacher Created Materials Publishing Company for Staff Development.

RATIONALE:

The Teacher Created Materials Publishing Company will provide professional development and resource materials. This training will provide teachers with the latest in research and best practices in the area of differentiation to meet the needs of all students. Teachers will participate in hands-on activities that will provide them with ready- to-implement lesson ideas and strategies for their classroom. The trainer is a nationally-recognized expert in the area of differentiation.

This agenda item meets purchasing requirements because this is a sole source.

Connections to the District Plan Goal Area 1: Academic Excellence

District Performance Objective 3, Gifted and Talented,: Initiative 1 – The District will support services that go beyond the minimum to meet the needs of gifted learners so that they may demonstrate skills in self-directed learning, thinking, research, and communication as evidenced by the development of innovative products and performances that reflect individuality and creativity and are advanced in relation to students of similar age, experience or environment. S-I Evaluate, analyze, and establish district assessment procedures that are uniform and consistent throughout the district. A-I Evaluate and analyze assessment instruments to ensure that they reflect the district population.

PAPERWORK IMPACT:

None

BUDGETARY INFORMATION:

Gifted and Talented Department has paid Teacher Created Materials a total of \$9,900.00 for consulting services beginning 2009-2010 school year.

- The Advanced Academic Services Department is asking for an additional \$12,000 for consultant services

4-full day of ADS Summer Staff Development \$ 12,000.00
(all training fees, honorarium, supplies included)

Total Cost \$ 12,000.00

Account	Appropriation	Encumbrance	Expenditure	Balance
285-13-6291-71-890-030700	61,000.00	0	0	61,000.00


RESOURCE PERSONNEL:

- Dr. René Gutiérrez, Superintendent of Schools
- Maria Luisa Guerra, Assistant Superintendent for Instruction & Support Services
- Hector Gonzalez, Area Director
- Santa Alvarado, Area Director
- Dominga Vela, Area Director
- Angelica Perez, District GT Specialist
- Ronaldo Cavazos, Director of Federal Programs

BOARD POLICY REFERENCE AND COMPLIANCE:

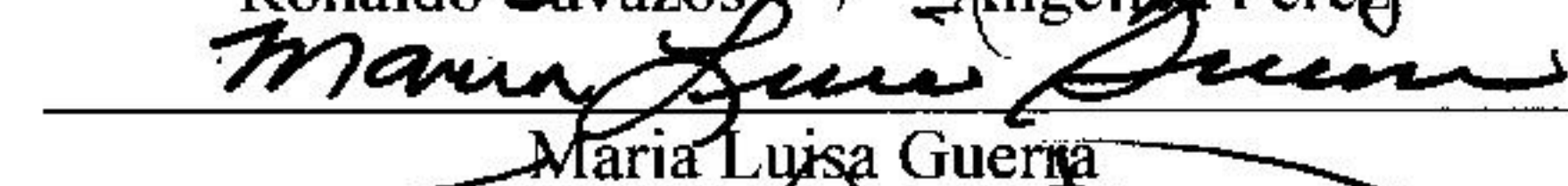
This item is in compliance and in accordance with Board Policy CH Local (Purchasing Authority) and EEL (Legal): Contracting for Instruction with outside agencies

Prepared by:

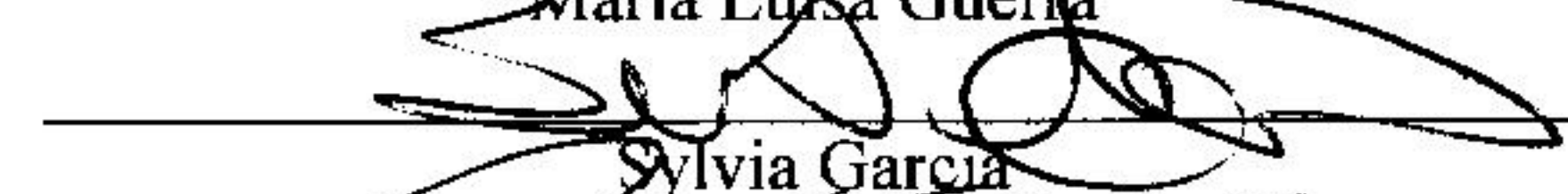

Ronaldo Cavazos


Angelica Perez

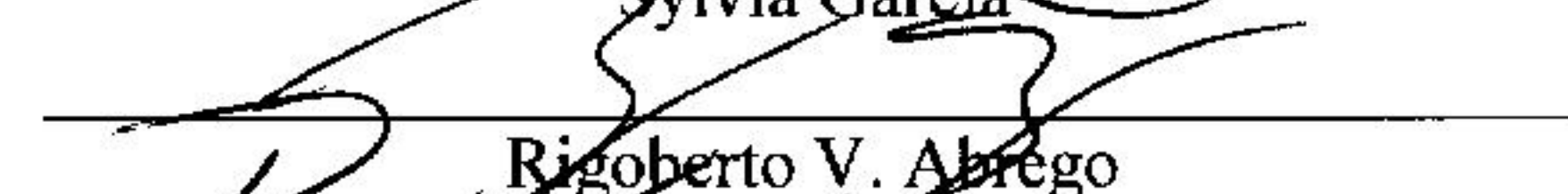
Approved by:


Maria Luisa Guerra

Within Budgetary Allocation:


Sylvia Garcia

Finance Department Approval:


Rigoberto V. Abrego

Recommended by:

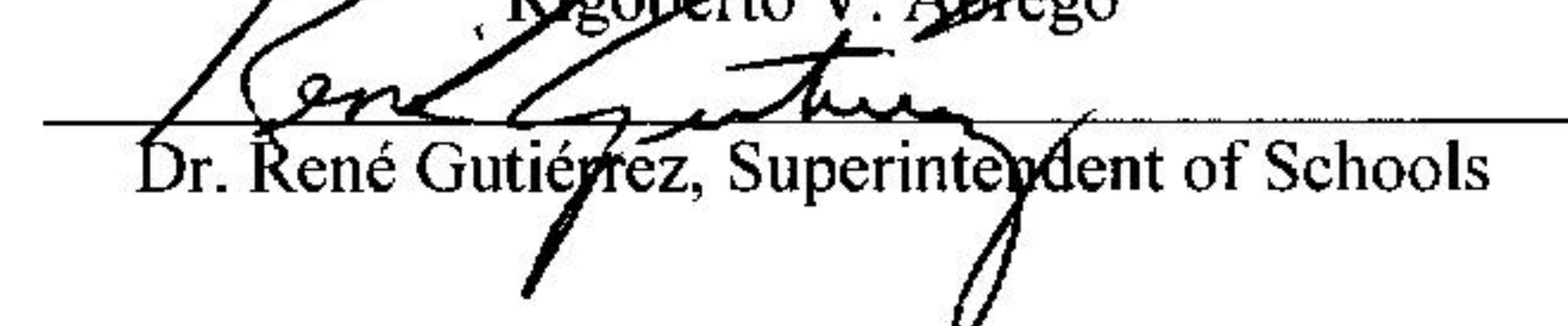

Dr. René Gutiérrez, Superintendent of Schools

Exhibit _____, Page(s) _____

CONTRACTED SERVICE AGREEMENT

This Contract/Agreement is made and entered into by and between Edinburg CISD, and Teacher Created Materials referred to herein as "Contractor". The parties have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks hereinafter described.

Contractor shall provide professional services, consultation, and expertise for use and benefit to Edinburg Consolidated Independent School District.

Agency shall pay contractor a fee of \$ 12,000 for services and related expenses. *

Approved and accepted by Contractor this 2 day of March 2010.

[Signature]
Contractor's Signature

Contractor's Name: Teacher Created Materials Publishing

Address: 5301 Oceanus Drive City: Norington Beach State: CA Zip Code: 92649

Tax ID # _____ Social Security: 3300004235 Contract Period From: June 2010 to Aug 2010

Scope of Work: Provide Professional Development services on Differentiation

Amount of Fee: \$12,000

Funding Account Number: 285.13.6291.71.890.030700

Contracted Services must be approved 14 days prior of work. A Purchase Order must also be attached. By approval, the supervisor certifies the need for contract services and that sufficient funds are available. The supervisor will also monitor the contracted services. Invoice is required for payment. Invoice must be received in the Business Office by Monday in order to get paid by Friday of that week. Also, a W-9 is required if not already on file for payment.

FOR CONTRACTS OVER \$10,000

Termination of Contract: Contractor shall have completed all work covered by this contract and this contract shall terminate unless extended by mutual agreement of the district and the contracted services at the time final service is completed as indicated in paragraph 2 herein. This contract may be terminated by the District if for any reason the Contractor shall fail to fulfill in a timely and proper manner his obligation under this contract, in which event the district may terminate the contract by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the contract, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this contract at any time without cause by the furnishing of a five day written notice from the Senior Financial Administrator to the Contractor, but the contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this contract, less any compensation previously paid.

	<u>Approved</u>	<u>Not Approved</u>	<u>Signature/Date</u>
Supervisor	_____	_____	_____
Administrative Assistant	_____	_____	_____
Superintendent/Designee	_____	_____	_____

*Contracted Services totaling over \$5000.00 require prior board approval.

Nondiscrimination Statement

It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.

White - Vendor Yellow - Originator Pink - Accounts Payable

Exhibit _____



Edinburg Consolidated Independent School District Sole Source Affidavit

RESET FORM

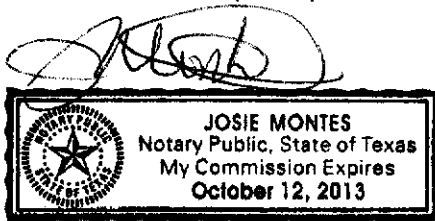
BEFORE ME, the undersigned official, on this day, personally appeared Fernando A. Pérez.
A person known to me to be the person whose signature appears below, who after being duly sworn upon his oath deposed and said:

1. My name is Fernando A. Pérez. I am over the age of 18, have never been convicted of a crime and am competent to sign this affidavit.
2. I am an authorized representative of the following company or firm:
Teacher Created Materials Publishing
3. The above named company or firm is the sole source of the following item(s) or product(s): (Attach list if necessary)
Applying Differentiation Strategies / Professional Development
Differentiation Strategies for the Content Areas /
Professional Development
4. Competition in providing the above named item(s) is precluded by the existence of a patent, copyright, secret process or monopoly.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.
6. We certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

[Signature]
(Signature)

SUBSCRIBED AND SWORN to before me on this 1 day of March, 2010

(Seal)



(Notary Public, State of Texas)

Josie Montes

(Printed Name)

10/12/13

(Date Commission Expires)

Company Name: Teacher Created Materials
 Address: 5301 Oceanus Drive
 City, State, Zip: Nunington Beach, CA 92649
 Telephone: 956.371.4724 Fax: _____
 Contact Person: Fernando A. Pérez Email: fperez@tcmpub.com

Exhibit _____

SOLE SOURCE MEMORANDUM

DATE: March 2, 2010

TO: Assistant Superintendent for Finance & Operations

FROM: ANGELICA PEREZ CAMPUS: Advanced Academic Services

SUBJECT: SOLE SOURCE AFFIDAVIT FOR Teacher Created Materials
(Name of Vendor)

PURCHASE AMOUNT: \$ 12,000.⁰⁰ REQUISITION NO: _____

DESCRIPTION OF ITEMS OR SERVICE: (Attach additional documentation, if necessary)
Instructional strategies such as CHOICES, Inquiry-Based Learning, Multiple Intelligences, Questioning, Self-Pacing Strategies & Tiered Assignments are anchored in extensive research on the importance of differentiation correlated to KEY national & state standards.

I have contacted a sufficient number of vendors to determine that only one practical source of supply exists. I have initialed the reason(s) why only one source of supply exists and stated it below.

- **There is no competitive or similar product.**
 The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source, or a unique item such as an art work.
- **The product is only available from a regulated or natural monopoly.** For example, utilities, gravel from the only pit in the area or some similar situation.
- **The product is a component of an existing system which is only available from one supplier.** The replacement of a component or a repair part is only available from the original supplier.
- _____ - **The item is produced by non-profit corporations using handicapped workers.** Products made by blind or otherwise handicapped workers are often used by schools, cities, and counties.
- _____ - **The item is produced by prison workers.** The state benefits from the sale of these items.
- _____ - **There are no other items available in the marketplace that have the same fit, form and function of the items being purchased.**

Angelica Perez 030210
 Signature Date

(Instructions: Campuses & Departments are required to complete this form and attach it to your sole source vendor affidavit. Fax or route all documents, such as Agenda Items, sole source affidavit, sole source memorandum to the Office of Assistant Superintendent for Finance & Operations.)

Exhibit _____

Teacher Created Materials

PUBLISHING

Date 22-Feb-10
 Customer Edinburg CISD
 Vendor #
 Prepared By Fernando Perez

Comments: This proposal is extended to Edinburg CISD. This proposal can be attached to your PO and sent to Teacher Created Materials at the address below. Thank you for your business and dedication to education.

Qty	Item #	Description	Unit Price	Total Price	Discount	Discounted Amount
-	-	2 full consecutive days of ADS Staff Development June 2010 (all training fees, honorarium, handout costs included)	\$ 7,000.00	\$ 7,000.00		\$ 6,000.00
SUB TOTAL						\$ 6,000.00
TOTAL						\$ 6,000.00

If you have any questions concerning this proposal please call:

Fernando Perez
 956.371.4724
fperez@tcmpub.com

Fax or Mail Purchase Order To:
 Teacher Created Materials
 5301 Oceanus Drive
 Huntington Beach, CA 92649

Attn: Kathi Evans
 Fax # 888.877.7606

THANK YOU FOR YOUR BUSINESS!

Exhibit _____

Teacher Created Materials

PUBLISHING

Date 22-Feb-10
Customer Edinburg CISD
Vendor #
Prepared By Fernando Perez

Comments: This proposal is extended to Edinburg CISD. This proposal can be attached to your PO and sent to Teacher Created Materials at the address below. Thank you for your business and dedication to education.

Qty	Item #	Description	Unit Price	Total Price	Discount	Discounted Amount
-	-	2 full consecutive days of ADS Staff Development August 2010 (all training fees, honorarium, handout costs included)	\$ 7,000.00	\$ 7,000.00		\$ 6,000.00
SUB TOTAL						\$ 6,000.00
TOTAL						\$ 6,000.00

If you have any questions concerning this proposal please call:

Fernando Perez
 956.371.4724
fperez@tcmpub.com

Fax or Mail Purchase Order To:
 Teacher Created Materials
 5301 Oceanus Drive
 Huntington Beach, CA 92649

Attn: Kathi Evans
 Fax # 888.877.7606

THANK YOU FOR YOUR BUSINESS!

Exhibit _____

APPROVAL OF THE CONTRACT/CONSULTANT AGREEMENT WITH ACTIVE LEARNING SYSTEMS, LLC FOR STAFF DEVELOPMENT

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Trustees approves the contract/consultant agreement with Active Learning Systems, LLC for Staff Development.

RATIONALE:

The Active Learning Systems LLC will provide professional development and resource materials. Trainings will allow teachers to connect required curriculum and state standards to the unique method that makes research fun—the Independent Investigation Method. Experts motivate, energize, and activate conference attendees and/or teaching staff with IIM training guaranteed to give results. Teachers become the learners, immersing themselves in the research process to bring proven techniques back to their own classrooms.

This agenda item meets purchasing requirements because this is a sole source.

Connections to the District Plan Goal Area 1: Academic Excellence

District Performance Objective 3, Gifted and Talented,: Initiative 1 – The District will support services that go beyond the minimum to meet the needs of gifted learners so that they may demonstrate skills in self-directed learning, thinking, research, and communication as evidenced by the development of innovative products and performances that reflect individuality and creativity and are advanced in relation to students of similar age, experience or environment. S-I Evaluate, analyze, and establish district assessment procedures that are uniform and consistent throughout the district. A-I Evaluate and analyze assessment instruments to ensure that they reflect the district population.

PAPERWORK IMPACT:

None

BUDGETARY INFORMATION:

Gifted and Talented Department has paid Active Learning Systems, LLC a total of \$2,966.00 for consulting services beginning 2009-2010 school year.

- The Advanced Academic Services Department is asking for an additional \$9,370.00 for consultant services

4-full day session of Summer Staff Development
(all training fees, honorarium, supplies included) \$ 9,370.00

Total Cost **\$ 9,370.00**

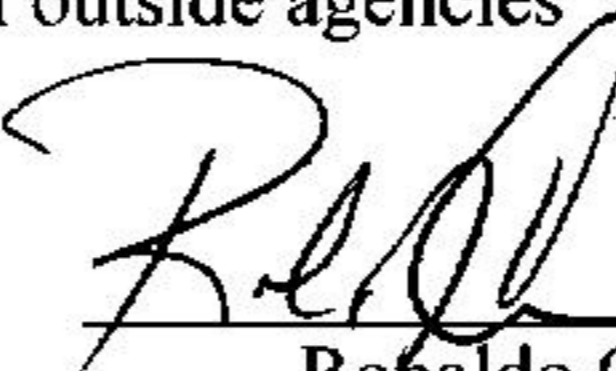
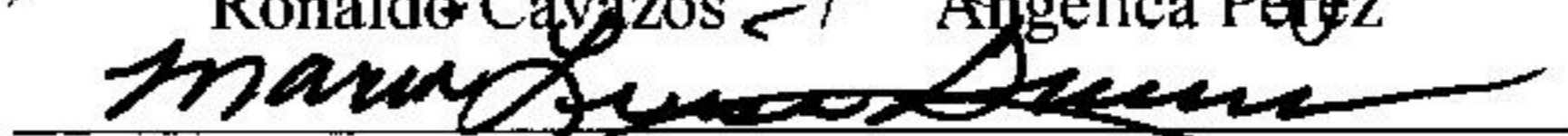

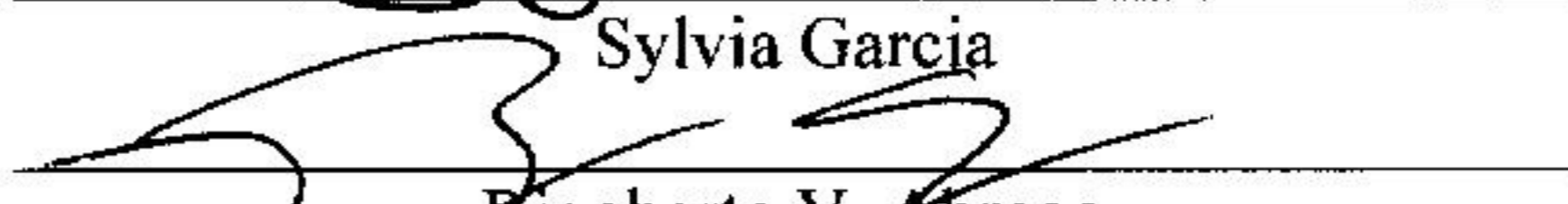
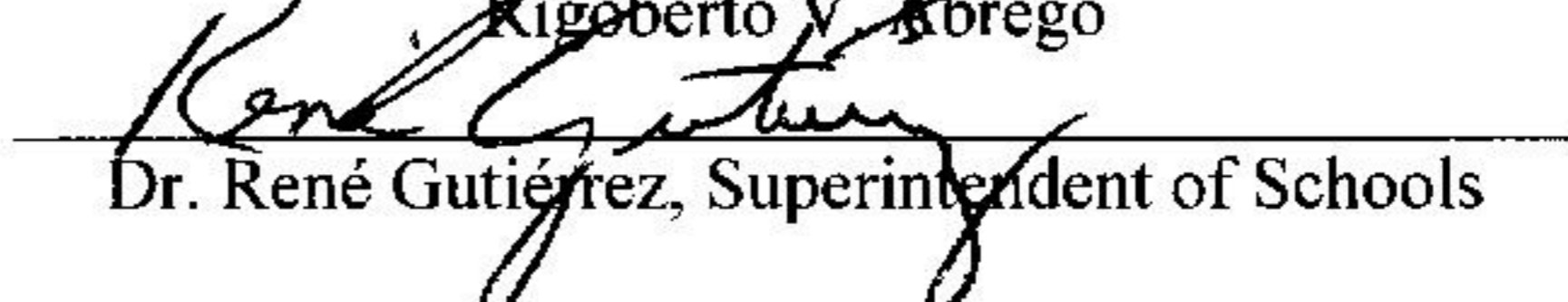
Account	Appropriation	Encumbrance	Expenditure	Balance
285-13-6291-71-890-030700	61,000.00	0	0	61,000.00

RESOURCE PERSONNEL:

- Dr. René Gutiérrez, Superintendent of Schools
- Maria Luisa Guerra, Assistant Superintendent for Instruction & Support Services
- Hector Gonzalez, Area Director
- Santa Alvarado, Area Director
- Dominga Vela, Area Director
- Angelica Perez, District GT Specialist
- Ronaldo Cavazos, Director of Federal Programs

BOARD POLICY REFERENCE AND COMPLIANCE:

This item is in compliance and in accordance with Board Policy CH Local (Purchasing Authority) and EEL (Legal): Contracting for Instruction with outside agencies

Prepared by: 
 Approved by: 
 Within Budgetary Allocation: 
 Finance Department Approval: 
 Recommended by: 



**Edinburg Consolidated Independent School District
Sole Source Affidavit**

RESET FORM

BEFORE ME, the undersigned official, on this day, personally appeared Kim Frazer.
A person known to me to be the person whose signature appears below, who after being duly sworn upon his oath deposed and said:

1. My name is Kim Frazer. I am over the age of 18, have never been convicted of a crime and am competent to sign this affidavit.
2. I am an authorized representative of the following company or firm:
Active Learning Systems, LLC
3. The above named company or firm is the sole source of the following item(s) or product(s): (Attach list if necessary)
See attached list
4. Competition is providing the above named item(s) is precluded by the existence of a patent, copyright, secret process or monopoly.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.
6. We certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

Kim Frazer
(Signature)

SUBSCRIBED AND SWORN to before me on this 1st day of March, 20

(Seal)

Valerie Bennett

(Notary Public, State of _____)

VALERIE BENNETT
Notary Public - New Hampshire
My Commission Expires September 13, 2011

VALERIE BENNETT
Notary Public - New Hampshire
(Printed Name) Expires September 13, 2011

(Date Commission Expires)

Company Name: Active Learning Systems, LLC

Address: PO Box 254, 57 Main Street, Suite 2

City, State, Zip: Epping, NH 03042

Telephone: 800-644-5059 Fax: 603-679-2611

Contact Person: Kim Frazer Email: info@limresearch.com

Exhibit _____

SOLE SOURCE MEMORANDUM

DATE: March 2, 2010

TO: Assistant Superintendent for Finance & Operations

FROM: ANGELICA PEREZ CAMPUS: ADVANCED ACADEMIC SERVICES

SUBJECT: SOLE SOURCE AFFIDAVIT FOR ACTIVE LEARNING SYSTEMS
(Name of Vendor)

PURCHASE AMOUNT: \$ 9,370.⁰⁰ REQUISITION NO: _____

DESCRIPTION OF ITEMS OR SERVICE: (Attach additional documentation, if necessary)
This teaching model guides primary, elementary & secondary students through the research process. Integrating state standards, length of study, students grade, skills & learning styles.

I have contacted a sufficient number of vendors to determine that only one practical source of supply exists. I have initialed the reason(s) why only one source of supply exists and stated it below:

- **There is no competitive or similar product.**
The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source, or a unique item such as an art work.
- **The product is only available from a regulated or natural monopoly.** For example, utilities, gravel from the only pit in the area or some similar situation.
- **The product is a component of an existing system which is only available from one supplier.** The replacement of a component or a repair part is only available from the original supplier.
- **The item is produced by non-profit corporations using handicapped workers.** Products made by blind or otherwise handicapped workers are often used by schools, cities, and counties.
- **The item is produced by prison workers.** The state benefits from the sale of these items.
- **There are no other items available in the marketplace that have the same fit, form and function of the items being purchased.**

M. Angelica Perez 030210
Signature Date

(Instructions: Campuses & Departments are required to complete this form and attach it to your sole source vendor affidavit. Fax or route all documents, such as Agenda Items, sole source affidavit, sole source memorandum to the Office of Assistant Superintendent for Finance & Operations.)

Exhibit _____



Po Box 254 · 57 Main Street, Suite 2 · Epping, NH 03042 · Ph: 800-644-5059 or 603-679-3332
Fax: 603-679-2611 · Email: info@iimresearch.com · Website: www.iimresearch.com

March 1, 2010

From: Kim Frazer, Office Manager
Subject: Sole Source for IIM: Independent Investigation Method Training and Published Materials

COMMENTS

Active Learning Systems, LLC is the sole source for all our IIM Training workshops. In addition, we are also the sole source of the following published materials, which are copyrighted: IIM Teacher Manual, IIM Teacher Manual w/Companion CD, IIM Bulletin Board Set, Let's Research Native Americans – Primary, Let's Research Native Americans – Intermediate, The Parent Guide to Raising Researchers w/CD, Plagiarism Poster, Good Question Cubes, Muffle Mat, Special IIM Agent Pin, "Rockin Researcher" Sticker, IIM Pencil, IIM Highlighter, IIM Secondary Poster, and Spanish Version – IIM Workpages. . The Research in the Real Classroom Series is written by Morse and Nottage (Active Learning Systems, LLC), and is copyrighted.

Regards,

Kim Frazer
Office Manager

Exhibit _____

Active Learning Systems, LLC

P.O. Box 254
 Epping, NH 03042
 ph 800-644-5059 fax 603-679-2611

Estimate

Date	Estimate #
2/24/2010	179

Name / Address
Edinburg Independent School District Accounts Payable P.O. Box 990 Edinburg, TX 78540

Item	Description	Qty	Cost	Total
Reg. Consultant Fee	Regional Consulting Fee - Sue Rolf & Jean Ann Keen June 15 & 16, 2010	2	1,600.00	3,200.00
Mileage	Automobile mileage (to/from airport)	250	0.50	125.00
Parking	Parking (airport)	3	20.00	60.00
Airfare	Airfare (includes baggage fees)	2	280.00	560.00
Car rental	Automobile rental charge	3	60.00	180.00
Hotel	Hotel charges	3	109.00	327.00
Meals	Meal charges (\$40 per day x 3 days x 2 presenters)	3	80.00	240.00
Thank you for your interest in training by Active Learning Systems.			Total	\$4,692.00

These are the current travel charges as of today. They can change based on booking date.

Please note: This is an estimate only, not a contract. Please contact our office to finalize the contract.

Exhibit _____

Active Learning Systems, LLC

Estimate

P.O. Box 254
 Epping, NH 03042
 ph 800-644-5059 fax 603-679-2611

Date	Estimate #
2/24/2010	180

Name / Address
Edinburg Independent School District Accounts Payable P.O. Box 990 Edinburg, TX 78540

Item	Description	Qty	Cost	Total
Reg. Consultant Fee	Regional Consulting Fee - Sue Rolf & Jean Ann Keen - July 27 & July 28, 2010	2	1,600.00	3,200.00
Mileage	Automobile mileage (to/from airport)	250	0.50	125.00
Parking	Parking (airport)	3	20.00	60.00
Airfare	Airfare (includes baggage fee)	2	273.00	546.00
Car rental	Automobile rental charge	3	60.00	180.00
Hotel	Hotel charges	3	109.00	327.00
Meals	Meal charges (\$40 per day x 3 days x 2 presenters)	3	80.00	240.00
Thank you for your business.			Total	\$4,678.00

These are the current travel charges as of today. They can change based on booking date.

Please note: This is an estimate only, not a contract. Please contact our office to finalize the contract.

Exhibit _____