



**Edinburg Consolidated Independent School
District**

Regular

Tuesday, August 24, 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 August 24, 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. Gregory "Greg" Garcia
3. CERTIFICATION OF PUBLIC NOTICE
Notice was posted in the Edinburg CISD Administration Building at 411 North 8th Street in Edinburg, Texas on August 19, 2010 at 6:00 p.m. signed Dr. René Gutiérrez, Superintendent of Schools.
Presenter: President Palacios
4. AWARDS & RECOGNITION
Presenter: Superintendent Rene Gutierrez
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. 2010 Texas Assessment of Knowledge and Skills (TAKS) and Adequate Yearly Progress (AYP) Results

B. 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. (008B- 1) Minutes for Regular Board Meeting of August 10, 2010 6
- B. (008B- 2) BID 09-142 Maps and Globes, First and Final Contract Renewal 14
COST \$17,000.00 SOURCE All Funds
- C. (008B- 3) BID 09-160 Library Supplies, First and Final Contract 23
Renewal COST \$95,000.00 SOURCE Local, Federal, State, and Campus
Activity Funds
- D. (008B- 4) BID 10-07 Trophies, Plaques, Ribbons and Medals, First and Final 40
Contract Renewal COST \$60,000.00 SOURCE All Funds
- E. (008B- 5) BID 10-156 Moving Portable Buildings COST \$60,000.00 60
SOURCE Local Funds
- F. (008B- 6) BID 10-158 Charter Bus Services COST \$94,300.00 SOURCE 66
Fine Arts, Athletic, and Career & Technical Funds
- G. (008B- 7) BID 10-169 Service Awards and Plaques District Wide COST 71
\$15,000.00 SOURCE Local Funds
- H. (008B- 8) BID 10-182 Edinburg High School Repair Underground Intercom 75
Wire, Rewire Intercom and Clocks, and Add Outside Horns COST
\$42,737.00 SOURCE Local Funds
- I. (008B- 9) BID 10-190 Diesel and Unleaded Fuel COST \$1,300,000.00 80
SOURCE Local Funds
- J. (008B-10) Fee Schedule for RFQ 10-113 Asbestos Consultant Services for 87
Maintenance & Facilities COST \$55,000.00 SOURCE Local Funds
- K. (008B-11) Liberty Source LP for TPRI/*Tejas Lee* Assessment 91
Services COST \$83,358.13 SOURCE Federal Funds
- L. (008B-12) Service Agreement for 35 Campuses with Creative Education 95
Institute COST \$122,500.00 SOURCE State Compensatory Funds

8. ACTION AGENDA

Presenter: President Palacios

- A. (008B-13) Resolution 2010-10 Stating Annual Review of District Investment 133
Policy and Strategies
- B. (008B-14) Annual Review and Adoption for List of Qualified Broker/Dealer 156
Investment Firms for District Investments

C. (008B-15) Resolution 2010-11 Approving Independent Sources Instruction Relating to Investment Responsibilities	COST \$5,500.00 SOURCE Local Funds	158
D. (008B-16) 2009-2010 Final Amended Composite Budget for General and Debt Service Funds		160
E. (008B-17) 2010-2011 Proposed Composite Budget for General and Debt Service Funds		161
F. (008B-18) 2010-2011 Commitment for Participation in Personnel Services Cooperative with Region One ESC	COST \$5,865.00 SOURCE Local Funds	162
G. (008B-19) School Calendar Amendment for 2010-2011 School Year		168
H. (008B-20) ECISD 2010-2011 "Professional Development Appraisal System" Calendar		171
I. (008B-21) ECISD 2010-2011 "Professional Development Appraisal System" Appraisers		174
J. (008B-22) Job Classifications, Additional Duties, and Upgrade in Salary Schedule for ECISD Coordinator of Maintenance & Facilities, Coordinator of Career & Technical Education, and Director of Bilingual Education with Corresponding Salary Adjustments	COST \$23,437.00 SOURCE Local and State Funds	176
K. (008B-23) Memorandum of Understanding Regarding the Hidalgo County Juvenile Justice Alternative Education Program	COST \$42,000.00 SOURCE Local Funds	189
L. (008B-24) 2010-2011 Elementary and Secondary Student Code of Conduct and Student/Parent Handbooks		203
M. (008B-25) 2010-2011 Interlocal Cooperation Contract with University of Texas Pan American for Gear Up Fund 274	COST \$268,250.00 SOURCE Gear Up Funds	204
N. (008B-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 Possible Litigation Regarding Supplemental Education Service Providers
- B. Section 551.072--Deliberation Regarding Real Property
1. Discussion on Acquisition of Possible Land Donation for Future Development
 2. Discussion on Proposed Contracts for Land Purchases
- C. Section 551.074--Personnel Matters
1. Discussion on Employment of:
 - a. Director of Special Education
 - b. Speech Language Pathologist, Special Education
 2. Discussion of Employment, Resignations, and Retirements
 3. Update of Pending Personnel Investigations
- 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 Regarding Supplemental Education Service Providers
- B. Section 551.072--Deliberation Regarding Real Property
- C. Section 551.074--Personnel Matters
11. ADJOURNMENT
Presenter: President Palacios

APPROVAL OF BOARD MINUTES

Superintendent's Recommendation

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

Regular Board Meeting on August 10, 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.

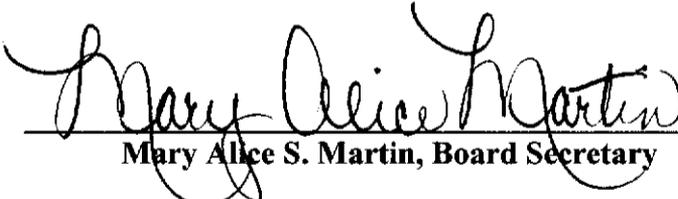
Resource Personnel

Dr. René Gutiérrez

Board Policy Reference and Compliance

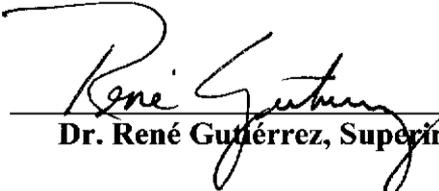
This item is in compliance and in accordance with Board Policy BE and BE (Local).

Prepared by



Mary Alice S. Martin, Board Secretary

Recommended by



Dr. René Gutiérrez, Superintendent of Schools

EXHIBIT A, PAGES 1-7

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Edinburg, Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

August 10, 2010

On the 10th day of August 2010, the **Board of Trustees** for the Edinburg Consolidated Independent School District met in **regular session** with the following members present:

Robert Peña Jr., Vice President

Jaime R. Chavana, Member

Gregory "Greg" García, Member

David Torres, Member

Absent from the meeting were President Omar Palacios, Secretary Ciro Treviño, and Member 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.

Vice President Peña, who established **quorum**, called the meeting to order at 6:02 p.m. Mr. Jaime R. Chavana offered the **prayer and led the Pledge of Allegiance and Texas Pledge**.

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

Under **Awards & Recognition**: None

Under **Public Comments**: None

Under the **Superintendent's Report**:

- A. Health Insurance Program Update for 2010 Second Quarter of April, May and June by Blue Cross/Blue Shield
- B. Update on 2008 Bond Construction Projects by Broaddus & Associates
- C. Teacher Vacancies: 13 (4 elementary/9 secondary)
- D. Financial Reports:
 - 1. Monthly Budgetary Summaries as of June 30, 2010
 - 2. Condition of Funds as of June 30, 2010
 - 3. Tax Collections for June 2010
 - 4. Investment Report for Period Ending June 30, 2010
 - 5. Health Insurance Financial Report as of June 30, 2010

CONSENT AGENDA ITEMS

Mr. Gregory "Greg" García moved and Mr. David Torres seconded the motion to **Approve Agenda Items: 008A-1 Minutes for Special-Called Board Meetings of June 29, 2010 and July 27, 2010, and Regular Board Meeting of July 27, 2010; 008A-2 Bid 10-171 Performance/Production Equipment for New Performing Art Centers to B & H Photo, Interstate Music, Micheal A. White, Washington Professional Systems, and Wenger Corporation for**

EXHIBIT A

Total of \$208,239.00; 008A-3 Bid 10-203 Workstations for Edinburg North Classroom 120 for Career & Technical Education to Texas Wilson in the Amount of \$29,100.98; 008A-4 RFP 10-159 Automation Solution for Special Education to GG Consulting LLC in the Amount of \$88,140.00; 008A-5 RFP 10-175 Student Picture Services to Several Vendors; 008A-6 RFP 10-181 Ambulance Services for School Sponsored Games to Valley EMS Inc. in the Amount of \$50,310.00; 008A-7 Fee Schedule for RFQ 10-107 Indoor Air Quality Testing Service to Terracon Environmental Consulting Services in Amount of \$20,000.00; 008A-8 RFQ 10-160 Educational Diagnostician for Dyslexia Contractor to Agustin De Lucio in the Amount of \$16,800.00; 008A-9 TX MAS 10-206 Furniture for Ten Portable Buildings to J R Inc in the Amount of \$86,799.20; 008A-10 Accept U. S. Communities Bid for Office Supplies to Office Depot in the Amount of \$223,320.00; and 008A-11 2010-2011 Commitment for Data Processing Services with Region One ESC in the Amount of \$828,739.00, as recommended by Superintendent David Torres Gutierrez. The motion carried.

ACTION AGENDA ITEMS

Mr. David Torres moved and Mr. Gregory "Greg" Garcia seconded the motion to **Approve Agenda Item 008A-12 Endorse Candidate Maria Leal of South Texas ISD to Serve as Texas Association of School Boards Director for Region One Position 1-B Term 2010-13.** The motion carried.

Mr. David Torres moved and Mr. Gregory "Greg" Garcia seconded the motion to **Approve Agenda Item 008A-13 by Nominating Robert Peña Jr. as Delegate and Jaime R. Chavana as Alternate for the 2010 TASB Delegate Assembly.** The motion carried.

Mr. Gregory "Greg" Garcia moved and Mr. David Torres seconded the motion to **Approve Agenda Item 008A-14 Date of August 24, 2010 to Hold Public Meeting to Discuss Proposed Budget and Tax Rate for the 2010-2011 School Year,** as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Gregory "Greg" Garcia moved and Mr. Jaime R. Chavana seconded the motion to **Approve Agenda Item 008A-15 2010 Edinburg CISD Anticipated Collection Rate of 100% and No Excess 2009 Debt Tax Collections to be Reported,** as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Gregory "Greg" Garcia moved and Mr. David Torres seconded the motion to **Approve Agenda Item 008A-16 Contract for Property Value Study Appeals Representation with Linebarger Goggan Blair & Sampson, LLP,** as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Jaime R. Chavana moved and Mr. Gregory "Greg" Garcia seconded the motion to **Approve Agenda Item 008A-17 2010-2011 Tuition Fee of \$2,628.00 for Out-of-District Transfers,** as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Gregory "Greg" Garcia moved and Mr. David Torres seconded the motion to **Approve Agenda Item 008A-18 Remove References to Exhibit A, B, and C Signature Forms in the ECISD Electronic Communication and Data Management CQ Local, Legal, and Regulation Policies,** as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Jaime R. Chavana moved and Mr. Gregory "Greg" García seconded the motion to **Approve Agenda Item 008A-19 Purchase Library Books from Awarded Vendors through Region One Library Purchasing Cooperative for Fiscal School Year 2010-2011 for Three High Schools, Six Middle Schools, and Twenty-Eight Elementary Schools in the Amount of \$737,900.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Gregory "Greg" García moved and Mr. David Torres seconded the motion to **Approve Agenda Item 008A-20 T-Base Benchmark Assessment Series Essentials 3rd -11th Grade TAKS Modified and TAKS Accommodated Benchmarks from Eduligent Publishing LLC in the Amount of \$111,650.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Gregory "Greg" García moved and Mr. Jaime R. Chavana seconded the motion to **Approve Agenda Item 008A-21 District Textbook Waiver for Advanced Placement Environmental Science**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Gregory "Greg" García moved and Mr. David Torres seconded the motion to **Approve Agenda Item 008A-22 Construction Materials Testing for Group A Elementary Schools Contract Amendment with Terracon Consulting in the Amount of \$5,620.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Gregory "Greg" García moved and Mr. David Torres seconded the motion to **Approve Agenda Item 008A-23 Group B Middle Schools PBK Architect Contract Amendment for an Increase of \$133,138.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Gregory "Greg" García moved and Mr. David Torres seconded the motion to **Approve Agenda Item 008A-24 Construction Materials Testing for Group B Middle Schools Contract Amendment with Raba Kistner in the Amount of \$125,039.20**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Gregory "Greg" García moved and Mr. David Torres seconded the motion to **Approve Agenda Item 008A-25 Construction Contingency Authorization 1 for Group B Middle School 5 of Plan Changes to Fine Arts Area in the Amount of \$41,414.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. David Torres moved and Mr. Gregory "Greg" García seconded the motion to **Approve Agenda Item 008A-26 Construction Contingency Authorization 1 for Group B Middle School 6 of Plan Changes to Fine Arts Area in the Amount of \$87,175.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Gregory "Greg" García moved and Mr. David Torres seconded the motion to **Approve Agenda Item 008A-27 Construction Contingency Authorization 3 for Group C Fine Arts Facilities for Electrical, Telephone, and Data Modifications in the Amount of \$23,655.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Gregory "Greg" García moved and Mr. David Torres seconded the motion to **Approve Agenda Item 008A-28 Group C Fine Arts Facilities ERO Architect Contract Amendment for an Increase of \$63,784.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Jaime R. Chavana moved and Mr. Gregory "Greg" Garcia seconded the motion to **Approve Agenda Item 008A-29 Construction Materials Testing for Group C Fine Arts Facilities Contract Amendment with Professional Services Industries in the Amount of \$57,468.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Gregory "Greg" Garcia moved and Mr. Robert Peña Jr. seconded the motion to enter **Closed Session**. The motion carried.

Vice President Peña recessed the meeting at 6:41 p.m. enabling the Board to enter Closed Session.

Mr. Gregory "Greg" Garcia moved and Mr. David Torres seconded the motion to return to **Open Session**. The motion carried.

After returning to Open Session at 7:52 p.m., Vice President Peña announced that no action had been taken on items discussed in Closed Session.

Mr. Jaime R. Chavana moved and Mr. Gregory "Greg" Garcia seconded the motion to **Approve Section 551.074 C.1 Employment, Resignations, and Retirements as Discussed in Closed Session**, as recommended by Superintendent René Gutiérrez. The motion carried.

Employment for 2010-2011

Karina Calderon*	BS/UT, Pan American	0- 0 years experience
Beatriz C. Chavez*	BS/UT, Pan American	0- 0 years experience
Adriana Garcia*	MED/Grand Canyon Univ.	5- 0 years experience
Daniel Gomez**	BS/UT, Pan American	8- 5 years experience
Kathryn Marie Johns*	MED/Ft Hays St Univ.	5- 0 years experience
Laura Lawson*	BS/UT, Pan American	6- 6 years experience
Derek Ray Martinez*	BS/UT, Pan American	0- 0 years experience
Dalinda De Leon-Moran*	BA/UT, Pan American	6- 6 years experience
Roman I. Morin*	BS/UT, Pan American	1- 0 years experience
Jennifer Sanchez*	BS/UT, Pan American	0- 0 years experience
Martin Carlos Torres*	BS/UT, Pan American	0- 0 years experience
Maria Elva Villarreal*	BS/UT, Pan American	0- 0 years experience
Abel Acuna*	BA/UT, Pan American	1- 0 years experience
Janet Aileen Amaro*	BA/UT, Pan American	5- 0 years experience
Raphael Jean-Pierre Choury*	MED/Johannes Gutenberg Univ.	7- 0 years experience
Lizette Diaz*	BS/UT, Pan American	0- 0 years experience
Gabriel Mora*	BS/UT, Pan American	0- 0 years experience
Nina J. Pena*	BS/Univ. Houston	6- 0 years experience
Tania Pratt*	MED/UT, Pan American	7- 0 years experience
Nohemi Saucedo*	BA/UT, Pan American	2- 0 years experience
Fedencio Zamorano*	BS/Texas A & M	0- 0 years experience

*Pending criminal background check

**Moving to Edinburg

Retire/Rehire for 2010-2011

Samuel Milligan*	MED/UT, Pan American	33-33 years experience
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*Pending criminal background check

EDINBURG CISD REGULAR BOARD MEETING

August 10, 2010

Page 5

Resignations and Retirements

Monica Becerra	Science/Edinburg North HS
Randy F. Fraire	History/Economedes HS
Bertha M. Garza	Special Ed/De Escandon
Krystal Garza	English/Economedes HS
Hector Gonzalez	JROTC/Economedes HS
Leslie Guerrero	Speech Language Pathologist/Special Ed
Ana Gonzalez	4 th Grade Bilingual/Cavazos
Diana Pena	Tech Int Specialist/Technology
Amy Lee Perez	7 th Grade Math/Garza MS
Amanda Sada	Counselor/De Zavala
Jose R. Barrera-Capistran	Inst Lead Tchr Testing Facilitator/Truman
Elizabeth Garza	Educational Diagnostician/Edinburg HS
Billy William Hicks	Special Ed/Monte Cristo
Vanessa Jasso-Rodriguez	5 th Grade/Lee

Employment of Paraprofessional (University Hours) and Classified Employees

Kristy L. Garza*	UT/Pan American (137)	3- 0 years experience
Hector Hernandez*	UTPA (BS)	0- 0 years experience
Iris Rodriguez*	South Texas College (98)	0- 0 years experience
Belinda Rubio*	UTPA (BA)	0- 0 years experience
Sandra Vera*	UTPA (BSW)	0- 0 years experience
Antonio Galvan*	Groundsman/Hargill	0- 0 years experience
Delilah D. Contreras*	Bus Monitor/Transportation	0- 0 years experience
Joseph E. Velez*	Bus Monitor/Transportation	0- 0 years experience
Ernesto Vaca*/**	Elem Cafeteria Mgr/Magee	3- 3 years experience
Adrian Martinez*	CN Custodian/Magee	0- 0 years experience
Misael Rivas*	CN Custodian/Flores/Zapata	0- 0 years experience
Juan Heredia***	Bus Driver/Transportation	33-33 years experience
Elmer E Martinez Rangel#	Bus Driver/Transportation	0- 0 years experience
Landon Rider#	Bus Driver/Transportation	0- 0 years experience
Antonio Castillo*	Bus Driver/Transportation	10-10 years experience
Israel Salazar*	Bus Driver/Transportation	Pending
Sabas Ibarra*	Bus Driver/Transportation	0- 0 years experience
Jose Antonio Briceno*	Bus Driver/Transportation	0- 0 years experience
Sandra Garcia*	Bus Driver/Transportation	Pending
Victoria Medina*/**	Food Prep/Kennedy	0- 0 years experience
Elisa Quiroga*/**	Food Prep/Edinburg HS	0- 0 years experience
Elisa Barajas*/**	Food Prep/Edinburg HS	0- 0 years experience
Martha Salinas*/**	Food Prep/Edinburg HS	0- 0 years experience
Gabriela Garza*	Food Prep/Cavazos	0- 0 years experience

*Pending criminal background check
 ***Retiree, worked in Transportation Shop

**ECISD Child Nutrition Substitute
 #ECISD Bus Driver Substitute

Promotions

Maria De Lourdes Ochoa	Aide Special Ed/San Carlos
Raquel Fuerte	Counselor Secretary/Edinburg North HS

EXHIBIT A-5

Resignations and Retirements

Beatriz Chavez	Aide/ Esparza
Leslie D'Lorm	Aide/De La Vina
Cindy Laurenti-Mitchell	Aide CEI Lab/Brewster
Lillian Ramos	Aide/Villarreal
Noelia de Leon	Custodian/Esparza
Raymundo Miranda	CN Custodian/Villarreal
Maria del R. Martinez	Food Prep/Economedes HS
Ismael De Leon	Bus Driver/Transportation
Adela Baldazo (Retiring)	Elem Cafeteria Mgr/Lee

Employment of Interns/Tutors/Student Workers (None)

Resignations

Rene R. Salinas	Tutor/Barrientes MS
Robin L. Galloso	Tutor/Edinburg HS
Benjamin Turrubiates	Tutor/EHS
Vanessa Bravo	Tutor/EHS
Yazmin Elizondo	Tutor/EHS
David Luna	Tutor/EHS
Christina Zerda	Tutor/EHS
Amanda Melendez	Tutor/EHS
Courtney Trejo	Tutor/EHS
Victoria Valdez (HS)	Tutor/EHS
Ramon Catindig	Tutor/EHS
Marissa Miller	Tutor/EHS
Erik Trujillo	Tutor/EHS
Omar Trujillo (HS)	Tutor/EHS
George Bailey	Tutor/EHS
Janette Perez	Tutor/EHS
Alexis Garcia	Tutor/EHS
Violet R. Cantu	Tutor/EHS
Veronica Gonzalez	Tutor/EHS
Adrian Caceres	Tutor/EHS
Janae Herrera	Tutor/Barrientes MS
Jesus Montoya Jr	Tutor/EHS
Adriana Guzman	Office Clerk/Fed Programs
Melissa Garcia	Tech Intern/Avila
Corina Garza	Tutor/Barrientes MS
Vanessa Garcia	Tutor/EHS
Aileen Cayabyab	Tutor/EHS
Ricardo Zuniga (HS)	Production Aide/KATS
Danielle Tellez	Tutor/Garza MS
Denise Cardenas	Tutor/Garza MS
Brenda Palacios	Tutor/EHS
Aidil Llanas (HS)	CTE Tech/Trevino
Alyssa Ramirez (HS)	CTE Clerk/Fine Arts
Randall Cooper (HS)	CTE Tech/LBJ
Roberto C. Gomez (HS)	CTE Clerk/Transportation
Beatriz Martinez (HS)	CTE Clerk/Lincoln
Laura Torres (HS)	CTE Tech/De Zavala
Jessica Luna (HS)	CTE Tech/Cavazos
Pablo Ramirez (HS)	CTE Tech/Eisenhower
Ana Adames (HS)	CTE Clerk/Austin

EXHIBIT A-6

EDINBURG CISD REGULAR BOARD MEETING

August 10, 2010

Page 7

Employment of Special Education Shadows

Orlando Almanza	Edinburg HS
Myrna Alvarez	Edinburg North HS
Juan Luis Barajas	Avila
Belinda Basaldua	Brewster
Ricardo Cerda	South MS
David Espinoza	South MS
Maria Estrada	Edinburg HS
Ralph Garza	Edinburg HS
Sylvia Montes	San Carlos
Miguel Soto	Edinburg HS
Alfredo Trevino	South MS
Julio Vasquez	Edinburg North HS
Olga Villalobos	Edinburg HS

Mr. Gregory "Greg" Garcia moved and Mr. David Torres seconded the motion to **adjourn**. The motion carried.

Vice President Peña adjourned the meeting at 7:53 p.m.

ROBERT PENA JR.

Vice President of the Board of Trustees

ATTESTED BY

GREGORY "GREG" GARCIA
Acting Secretary for the Board of Trustees

EXHIBIT A-7

APPROVAL OF BID 09-142, MAPS & GLOBES FIRST AND FINAL CONTRACT RENEWAL

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to renew the Maps & Globes Bid, which is indicated in the attached renewal forms as being the most favorable and advantageous to the Edinburg CISD.

Rationale

This bid is on its final contract year. Mrs. Irma Villarreal, Social Studies Specialist and the awarded vendor have agreed in writing to continue this bid for an additional contract period at no increase in cost.

The administration sought competitive sealed bids for Maps & Globes. Bid opening was held at the Business Office Building on May 29, 2009, at 3:00 P.M.; where nine (9) proposals were received, opened, and read aloud. Maps and globes replacements may be needed in some classrooms. They are required for the teaching of Social Studies and Science Texas Essentials Knowledge and Skills (TEKS). This bid covers the needs of Elementary Schools, Middle Schools, High Schools and Departments. Maps and Globes are used for all grades K through 12.

Budgetary Information

Total Award Recommendation **\$17,000.00**

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
xxx-11-6399-xx-xxx-011000	General Supplies	1,302,064.00	175,774.99	984,287.95	142,001.06
TOTAL		1,302,064.00	175,774.99	984,287.95	142,001.06*

* Pending Board approval 2010-2011 budget

Resource Personnel

Dr. René Gutiérrez	Rigoberto V. Abrego	Sylvia D. Garcia
Maria Luisa Guerra	Irma Villarreal	Amaro Tijerina
Kay W. Green		

Board Policy Reference

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

Prepared by: *Irma Villarreal*
Irma Villarreal, Social Studies Specialist

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

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

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

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

EXHIBIT _____ PAGE(S) _____

**Notes for Renewal
Bid 09-142, Maps and Globes First and Final Contract Renewal
August 24, 2010**

1. **USER DEPARTMENT:** This renewal was requested by the Social Studies Specialist. Mrs. Irma Villarreal will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a term contract for one year beginning September 1, 2010 or soon thereafter and ending August 31, 2011. This is the first and final renewal contract.
3. **BID EVALUATION:** This bid was evaluated by Mrs. Irma Villarreal. Final recommendations to the board are done by the Superintendent of School.
4. **ORDERING INFORMATION:** The Social Studies Department, other departments, and campuses will prepare purchase orders on an as needed basis following Board of Trustee approval.
5. **AMOUNT SPENT LAST YEAR:** Approximately **\$14,500.00**
6. **TOTAL ESTIMATED AWARD RECOMMENDATION:** **\$17,000.00**

Administration recommends awarding this bid to all vendors. Each school will place orders from the board approved vendors. **All orders over \$1,000.00 will require at least 3 quotes from the board approved vendors list. Any orders under \$1,000.00 campuses will use the discount (%) offered by the vendor(s) of their choice off the board approved list.**

COMPANY	DISCOUNT	NOTES
Gateway Printing & Office Sup. Dbas Jones & Cook Stationers 315 S. Closser Edinburg, TX 78539 Contact: Butch Shook PH: 956-383-3861	25% Applies to the Cram Maps, Globes & Atlases catalog	Shipping orders less than \$250 add 12% of order No Restocking fee Min order \$100.00 - less than \$100.00 add \$10.00 service charge
Gaylord Bros, Inc. P.O. Box 4901 Syracuse, NY 13221 Contact: Melissa Pieroni PH: 800-448-6160	15%	Shipping \$100.00 or greater Free On supply items only No Restocking Fee on Gaylord items
GHC Speciality Brands Dba Highsmith P.O. Box 5210 Janesville, WI 53547-5210 Contact: Dawn Adler PH: 800-543-2180	13% stock 5% non-stock FOR DISCOUNT #53785 PUT ON ALL REQ.	Tailgate Delivery included Min order \$25.00 Restocking fee stock items, No Non-stock varies by supplier
Nystrom Div. Heriff Jones, Inc. 4719 W. 62nd Street Indianapolis, IN 46268 Contact: Michael O'conner PH: 800-621-8086	0% MUST REFERENCE 09- 142	Shipping Up to \$9,999.99 9% 10,000.00 – 19,999.99 7% 20,000.00 – 29,999.99 5% Over 30,000.00 Free No Min order – 20% Restocking
Pitsco Education P.O. Box 1708 Pittsburg, KS 66762 Contact: Angela Watson PH: 800-835-0686	0% PUT ON REQ #445634	Shipping up to \$99.99 = \$6.00 \$100.00 to \$999.99 = 6% \$1,000.00 to \$2750.99 =5% #2751.00 to \$3500.99 =4% No Min order Restocking up to 15%
The Write Shop, Inc P.O. Box 1185 George West, TX 78022 Contact: Audrey Glenn PH: 800-637-2439	20%	No Shipping No Min Order fee No Restocking fee

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
DRAWER 990
EDINBURG, TEXAS 78540
PHONE: (956) 289-2311
FAX (956) 333-7687

383-1728

MEMORANDUM

Date: April 28, 2010
TO: Irma Villarreal, Social Studies Specialist
FROM: Kay W. Green, Buyer *KW*
SUBJECT: RENEWAL OF BID 09-142, MAPS & GLOBES

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.

THANK YOU!

Yes, I want to renew:

Irma Villarreal

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

April 28, 2010

Dear Gateway Printing & Office Supplies,

FAX: 956-383-4674

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
RFP 09-142, MAPS & GLOBES**

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 September 1, 2010 or soon thereafter and end August 31, 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: B. Shook, per original discounts, terms, and conditions.
Vendor Signature

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

Gateway Printing & Office Supply Inc.
Company Name

GATEWAY PRINTING & OFFICE SUPPLY INC.
315 S. CLOSNER
EDINBURG, TX 78539
PH. 956-383-3861 FAX 956-383-4674
BUTCH SHOOK

Approved for Renewal:

Edinburg CISD Date

* Note: New catalog submitted with renewal.



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

April 28, 2010

Dear Gaylord Brothers, Inc.,

FAX: 800-891-5280

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
RFP 09-142, MAPS & GLOBES**

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 September 1, 2010 or soon thereafter and end August 31, 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: *Jenni L. Panush* per original discounts, terms, and conditions.
Vendor Signature

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

Gaylord Bros.
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**

April 28, 2010

Dear Highsmith,

FAX: 800-350-6236

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
RFP 09-142, MAPS & GLOBES**

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 September 1, 2010 or soon thereafter and end August 31, 2011. Please see attachment for current pricing.

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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: *Dawn Adler*, per original discounts, terms, and conditions.
Vendor Signature

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

Highsmith

PO Box 5210
401 S. Wright Rd.
Janesville, WI 53547-5210
(800) 543-2180

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

April 28, 2010

Dear Nystrom Div. Heriff Jones,

FAX: 317-329-3305

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
RFP 09-142, MAPS & GLOBES**

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 September 1, 2010 or soon thereafter and end August 31, 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: *Mabel Green*, per original discounts, terms, and conditions.
Vendor Signature

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

Nystrom-Heriff Jones Education Division
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

April 28, 2010

Dear Pitsco Education,

FAX: 800-533-8104

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
RFP 09-142, MAPS & GLOBES**

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 September 1, 2010 or soon thereafter and end August 31, 2011. Please see attachment for current pricing.

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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: Angel Watson per original discounts, terms, and conditions.
Vendor Signature

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

Pitsco Education
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**

April 28, 2010

Dear The Write Shop, Inc.,

FAX: 877-449-3315

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
RFP 09-142, MAPS & GLOBES**

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 September 1, 2010 or soon thereafter and end August 31, 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: Audrey Glom, per original discounts, terms, and conditions.
Vendor Signature

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

The Write Shop Inc.
Company Name

Approved for Renewal:

Edinburg CISD Date

APPROVAL OF BID 09-160, LIBRARY SUPPLIES FIRST AND FINAL CONTRACT RENEWAL

Superintendent's Recommendation

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

Rationale

This bid is on its final contract year. Liza M. Guerra, Library Services Supervisor and the awarded vendors have agreed in writing to continue this bid for an additional year at no increase in cost.

The administration sought competitive sealed bids for Library Supplies. Bid opening was held at the Business Office Building on June 22, 2009 at 3:30 P.M., where thirteen (13) proposals were received, opened, and read aloud. Library Supplies are supplies to process library books such as barcode labels, spine labels, label protectors etc. Promotional reading materials such as posters, book marks and other supplies such as stationary/color paper, book holders, shelf files and shelf displays, label holders etc. These supplies will be used from pre-K through 12th grade students.

Budgetary Information

Award Recommendation \$95,000.00

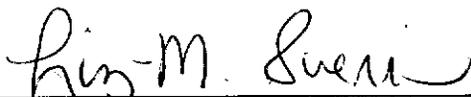
Account	Appropriations	Encumbrance	Expenditure	Balance
199-12-6399-00-XXX-099-000	49,319.00	2,501.83	37,356.88	9,460.29
461-XX-6399-XX-XXX-099-000	49,045.00	5,807.57	12,884.59	30,352.84
2XX-XX-6399-XX-XXX-0XXXXX	7,261,582.00	874,260.22	5,721,494.40	665,827.38
16X-XX-6399-XX-XXX-099-000	100,113.00	9,082.90	58,804.14	32,225.96
TOTALS	7,460,059.00	891,652.52	5,830,540.01	737,866.47

Resource Personnel

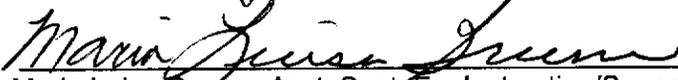
Dr. René Gutiérrez	Rigoberto V. Abrego	Sylvia D. Garcia
Maria Luisa Guerra	Ronaldo Cavazos	Liza M. Guerra
Amaro Tijerina	Kay W. Green	

Board Policy Reference

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

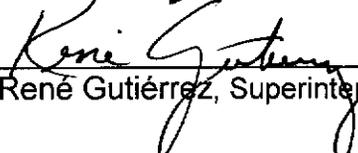
Prepared by: 
Liza M. Guerra, Library Services Supervisor

Prepared by: 
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

**Notes for Renewal
 Bid 09-160, Library Supplies First and Final Contract Renewal
 August 24, 2010**

1. **USER DEPARTMENT:** This renewal was requested by Library Services. Liza M. Guerra will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a term contract beginning September 1, 2010 or soon thereafter and ending August 31, 2011. This is the first and final contract renewal.
3. **BID EVALUATION:** This bid was evaluated by Liza M. Guerra, Library Services Supervisor. Final recommendations to the board are done by the Superintendent of School.
4. **ORDERING INFORMATION:** Library Services Department, other departments, and campuses will prepare purchase orders on an as needed basis following Board of Trustee approval.
5. **APPROXIMATE AMOUNT SPENT LAST YEAR:** **\$71,000.00**
6. **TOTAL ESTIMATED AWARD RECOMMENDATION:** **\$95,000.00**

Staff recommends awarding the Library Supplies bid to two primary vendors who are offering the best discounted prices and service. Items not purchased from primary vendor may be ordered from approved vendors.

Vendor	DISCOUNT	EXCEPTIONS
PRIMARY VENDORS You are required to order from the Primary vendors first.		
Highsmith P.O. Box 5210 Janesville, WI 53547-5210 Contact: Dawn Adler PH: 800-543-2180 bids@highsmith.com	0%	No Shipping Tailgate Delivery No Restocking Fee Non Stock fee varies per Supplier Min order \$25.00
Brodart Company 100 North Road McElhattan, PA 17748 Contact: Holly Hunter PH: 800-233-8467 Supplies.quotes@brodart.com	15% Exclusions: Image mouse, Scan Pro, Scan Pro 1000, Security Systems & Accessories, Books & Automation Division, Discount doesn't apply to orders in process	Shipping prepaid and added to invoice Yes we have a Restocking Fee Minimum Order \$25.00 MUST USE THIS CODE FOR DISCOUNT DTEXAS

APPROVED VENDORS

<p>AccuCut 1035 East Dodge Street Freemont, NE 60825 Contact: Leanne Dorathy PH: 800-288-1670 Leanne.dorathy@accucut.com</p>	<p>20% Exclusions: Custom Dies Xyron products USI products Work center carts except WC107 Bargain section on web site Supply store section Trade in of competitor's die Can't combine with other offers</p>	<p>No shipping Fees 10% Restocking Fee Min order \$1.00 FOR DISCOUNT MUST USE CODE EQZO3</p>
<p>Bright Point Literacy 299 Market Street P.O. Box 8148 Saddle Brook, NJ 07663 Contact: Virginia Tanaka PH: 888-424-8398 gstanaka@peoplesed.com</p>	<p style="text-align: center;">0%</p>	<p>Shipping up to \$49.99 - \$5 \$50 - \$2,499 9% \$2,400 - \$4,999 8% \$5,000- \$9,999 7% \$10,000- \$20,000 5% No Restocking Fee call for authorization 888-424-8398 No Min Order</p>
<p>Ellison Education Equipment Inc 25862 Commercenter Drive Lake Forest, CA 92630 Contact: Jennifer Conradi PH: 800-253-2238 jconradi@ellison.com</p>	<p>25% Exclusions: QPS EduCredits, Great American Star Credits, Gift Certificates, or Custom Dies Can't be used with other offers</p>	<p>No Shipping except: Starter Set, Machines, Work Stations & Accessories, Die Storage Carousel, & 60 slot wall racks Freight 6% of order Min \$6 No Restocking within 10 days Min order \$25.00</p>
<p>Gateway Printing & Office Supply Jones & Cook Stationers 315 South Closner Edinburg, Tx 78539 Contact Person: Butch Shook Ph: 956-383-3861 Fx: 956-383-4674 butch@gatewayp.com</p>	<p style="text-align: center;">27%</p>	<p>No shipping/handling No restocking fee No Min order</p>
<p>Gaylord Bros Inc P.O. Box 4901 Syracuse, NY 13221 Contact: Melissa Pieroni PH: 800-469-1592 bids@gaylord.com</p>	<p style="text-align: center;">15% USE PRIORITY CODE</p>	<p>No Shipping on orders over \$100 Shipping added to order less than \$100.00, furniture, & sales flyer or sales catalog purchases. No restocking on Gaylord product Drop ship items varies No Min order</p>
<p>Kent Adhesive Products Co. 1000 Cherry Street, PO Box 626 Kent, Ohio 44240 Contact: Shawn Smith PH: 800-791-8965 book@kapco.com</p>	<p style="text-align: center;">0%</p>	<p>Shipping: Orders \$25.00 to \$49.00 add 15% \$50.00 to \$99.99 add 10% \$100.00 to \$299.99 add 7.5% \$300.00 or over add 5% Restocking 15% within 6 mo Min order \$25.00</p>
<p>Lakeshore Learning Materials 2695 E. Dominguez Street Carson, Ca 90895 Contact: Diana Lopez Ph: 800-421-5354 biddept@lakeshorelearning.com</p>	<p style="text-align: center;">5%</p>	<p>Orders over \$500.00 (after discount & shipping to one location) FREE shipping Orders under \$500.00 estimate freight charges at 15% of subtotal No restocking fee Min order \$500 to get FOB</p>
<p>Renaissance Learning, Inc. 2911 Peach Street PO Box 8036 Wisconsin Rapids, Wi 54495-8036 Contact: Tracie Grossman Ph: 800-338-4204 Dept10@ernlearn.com</p>	<p style="text-align: center;">0% Volume Discount may apply contact Sales Rep 800-338-4204</p>	<p>Shipping & Processing fees are applied to your order No restocking fee before 30 days, 31 – 60 days \$25 restocking, no returns after 60 days Min order of 20 accelerated reader quiz – Other Min orders may apply</p>

EXHIBIT _____

APPROVED VENDORS

<p>School Media Associates 5815 Live Oak, Suite 2-B Norcross, GA 30093 Contact: Randy Kenworthy PH: 800-451-5226 info@smavideo.net</p>	<p>0%</p>	<p>Shipping \$8.00 orders under \$100.00 15% Restocking Fee No Min order</p>
<p>Springboards to Education, Inc 3802 South Hwy 281 Edinburg, TX 78539 Contact: Johnny Lopez PH: 956-383-3557 jlopez@springboards2edu.com</p>	<p>0%</p>	<p>Shipping 11% of order No restocking fee Min order \$25.00</p>
<p>Vernon Library Services, Inc 2851 Cole Court Norcross, GA 30071 Contact: Francine Kersh PH: 800-878-0253 sales@vernlib.com</p>	<p>20% consumables 10% non-consumables</p>	<p>Shipping free on consumable order over \$50.00 – Non- consumables Fee added at time of order Restocking on some items Min order \$25.00</p>



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311 x2178
FAX (956) 383-7687

April 28, 2010

Dear Highsmith,

FAX: 800-350-6236

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-160 LIBRARY 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 September 1, 2010 or soon thereafter and end August 31, 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: *Dawn Adler* per original discounts, terms, and conditions.
Vendor Signature

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

Highsmith

PO Box 5210
401 S. Wright Rd.
Janesville, WI 53547-5210
(800) 543-2180

Approved for Renewal:

[Signature]
Edinburg CISD

[Signature]
Date



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

Att. Linda Perce

May 13, 2010

Dear Brodart Company,

FAX: 800-578-1064

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-160 LIBRARY 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 September 1, 2010 or soon thereafter and end August 31, 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: *Linda Perce*, per original discounts, terms, and conditions.
Vendor Signature

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

Brodart Co.
Company Name

Approved for Renewal:

[Signature] Edinburg CISD
11/16 Date



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

*Att
Jeanne
Dorathy*

May 13, 2010

Dear AccuCut,

FAX: 800-369-1332

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-160 LIBRARY 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 September 1, 2010 or soon thereafter and end August 31, 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 ratify 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: *Jeanne Dorathy* per original discounts, terms, and conditions.
Vendor Signature

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

AccuCut
Company Name

Approved for Renewal:
[Signature] Edinburg CISD *5/12/10* Date



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

May 13, 2010

Dear Bright paint Literacy,

FAX: 201-712-0045

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-160 LIBRARY 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 September 1, 2010 or soon thereafter and end August 31, 2011. Please see attachment for current pricing.

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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: J. Tanaka per original discounts, terms, and conditions. —
Vendor Signature (shipping rates have changed)

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

Bright point Literacy
Company Name

Approved for Renewal:
[Signature] Edinburg CISD 6/22/10 Date



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

Att Jennifer

May 13, 2010

888-270-1200

FAX: 800-253-2240

Dear Ellison Education Equipment Inc,

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-160 LIBRARY 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 September 1, 2010 or soon thereafter and end August 31, 2011. Please see attachment for current pricing.

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

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

Ellison Educational Equipment Inc
Company Name

Approved for Renewal:

[Signature] _____
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

May 13, 2010

Dear Gateway Printing & Office Supplies,

FAX: 956-383-4674

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-160 LIBRARY 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 September 1, 2010 or soon thereafter and end August 31, 2011. Please see attachment for current pricing.

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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: B. Shook, per original discounts, terms, and conditions.
Vendor Signature

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

Gateway Printing & Office Supply, Inc.
Company Name

Approved for Renewal:

[Signature] _____
Edinburg CISD Date

GATEWAY PRINTING & OFFICE SUPPLY INC.
315 S. CLOSER
EDINBURG, TX 78539
PH. 956-383-3881 FAX 956-383-4674
BUTCH SHOOK



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

May 13, 2010

Dear Gaylord Brothers, Inc.,

FAX: 800-891-5280

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-160 LIBRARY 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 September 1, 2010 or soon thereafter and end August 31, 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.

-TX09-

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

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

Gaylord Bros.
Company Name

Approved for Renewal:

[Signature] _____
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**

April 28, 2010

Dear Kent Adhesive Products Co,

FAX: 800-451-3724

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-160 LIBRARY 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 September 1, 2010 or soon thereafter and end August 31, 2011. Please see attachment for current pricing.

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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: *Linda Doll*, per original discounts, terms, and conditions.
Vendor Signature

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

Kent Adhesive Products Company KAPCO
Company Name

Approved for Renewal:

[Signature] Edinburg CISD *[Date]* Date



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

May 13, 2010

Dear Lakeshore Learning,

FAX: 310-537-7990

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-160 LIBRARY 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 September 1, 2010 or soon thereafter and end August 31, 2011. Please see attachment for current pricing.

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

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

Lakeshore Learning Materials

Company Name

Approved for Renewal:

[Signature] *[Date]*
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

May 13, 2010

Dear School Media Associates,

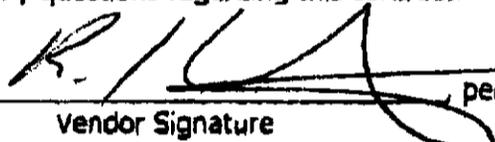
FAX: 770-441-8529

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
 BID 09-160 LIBRARY 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 September 1, 2010 or soon thereafter and end August 31, 2011. Please see attachment for current pricing.

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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

School Media Associates LLC
 Company Name

Approved for Renewal:

 Edinburg CISD
5/13/10 Date

May 14 2010 10:18AM School Media Associates 770-441-8529 p. 1



**EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78641
PHONE: (956) 289-2311
FAX (956) 383-7687**

May 13, 2010

Dear Springboards to Education,

FAX: 956-381-0310

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-160 LIBRARY 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 September 1, 2010 or soon thereafter and end August 31, 2011. Please see attachment for current pricing.

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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

Springboards to Education
Company Name

Approved for Renewal:

[Signature] _____ Date 6-12-10

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

May 13, 2010

Dear Vernon Library Supplies,

FAX: 800-466-1165

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 09-160 LIBRARY 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 September 1, 2010 or soon thereafter and end August 31, 2011. Please see attachment for current pricing.

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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: *Francine Korol* per original discounts, terms, and conditions.
Vendor Signature

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

Vernon Library Supplies, Inc
Company Name

Approved for Renewal:

[Signature] _____
Edinburg CISD Date

Vernon Library Supplies, Inc.
2851 Cole Court
Norcross, GA 30071
Web: www.vernlib.com
Email: sales@vernlib.com
Phone: 800-878-0259 Fax: 800-466-1165

APPROVAL OF BID 10-07, TROPHIES, PLAQUES, RIBBONS & MEDALS FIRST AND FINAL RENEWAL

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to renew the bid for Trophies Awards & Related Items term 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 above mentioned bid. Bid opening was held at the Business Office Building on September 18, 2009 at 3:00 P.M., where fifteen (15) proposals were received, opened, and read aloud. Trophies, plaques, ribbons and medals are purchased to recognize students participating in extracurricular activities, grades K through 12, for all their accomplishments throughout the year.

User Department

This item was requested by Nelinda Villarreal, Director of Fine Arts and Joe Filoteo, Jr., Director of Athletics.

Budgetary Information

Award Recommendation \$60,000.00

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
166-XX-6497-XX-XXX-0XX-000	AWARDS	49,049.00	2,179.79	33,534.95	13,334.26
2XX-XX-6497-XX-XXX-0XX-000	AWARDS	32,995.00	1,164.20	23,055.32	8,775.48
4XX-XX-6497-XX-XXX-0XX-000	AWARDS	102,706.00	4,868.50	46,106.22	51,731.28
Total Budget:		184,750.00	8,212.49	102,696.49	73,841.02*

* Pending Board approval 2010-2011 budget

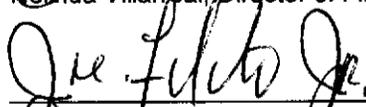
Resource Personnel

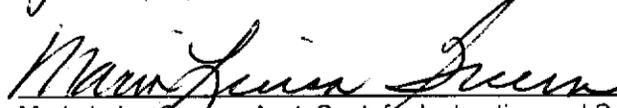
Dr. René Gutiérrez	Rigoberto V. Abrego	Sylvia D. Garcia
Maria Luisa Guerra	Nelinda Villarreal	Joe Filoteo, Jr.
Amaro Tijerina	Kay W. Green	

Board Policy Reference

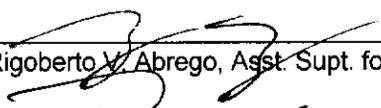
This is in accordance with the Board Policy CH Purchasing Bidding Requirements.

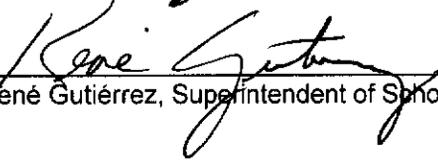
Prepared by: 
Nelinda Villarreal, Director of Fine Arts

Prepared by: 
Joe Filoteo, Jr., Director of Athletics

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

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 10-07, TROPHIES, PLAQUES, RIBBONS & MEDALS FIRST AND FINAL
RENEWAL
August 24, 2010

1. **USER DEPARTMENT:** This item was requested by Nelinda Villarreal, Director for Fine Arts and Joe Filoteo, Jr, Director for Athletics
2. **TYPE OF BID:** This is a term bid beginning October 1, 2010 or soon thereafter and ending September 30, 2011.
3. **ITEMS:** Items to be purchased under this bid include, but are not limited to, trophies, awards medals, plaques, ribbons, drapes (used in ROTC), etc. Any and all engraving, logos, colors, printing, customization and any other related special items shall be included in this bid.
4. **BID EVALUATION:** This bid was evaluated by Mario Lopez, Supervisor for Athletic Fields and Purchasing and Nelinda Villarreal, Director of Fine Arts. Final recommendations to the board are done by the Superintendent of Schools.
5. **ORDERING INFORMATION:** Each campus will prepare purchase orders following Board of Trustee bid approval.
6. **UNIT PRICES:** The catalog unit prices and discounts will remain firm for the term of the contract.
7. **APROXIMATE AMOUNT SPENT LAST YEAR:** **\$50,000.00**
8. **AWARD RECOMMENDATION:** **\$60,000.00**

This is an annual term contract, which will terminate September 30, 2011

PRIMARY VENDOR		
You are required to order from the Primary vendor first. Items not available from the Primary vendor may be ordered from the Approved Vendors below. You will be required to get three quotes on orders over \$1,000.00.		
PRIMARY VENDOR	DISCOUNT	NOTES
K.C. Advertising Specialties, Inc. 620 N. McColl Road McAllen, Texas 78501 Phone: 956-682-5223 Contact: Jack Lovejoy	10-50%	No minimum order required, company FOB's, no packing & handling fee no restocking fee's

APPROVED VENDORS		
Items must be purchased from the Primary Vendor first. Items not available from the Primary vendor may be purchased from the Approved vendors.		
VENDORS	DISCOUNT	NOTES
A & L Athletics 2206 Primrose Bldg. "O" McAllen, Texas 78504 Phone: 956-631-2300 Contact: Gilma L. Salinas	40%	no minimum order required, no shipping fee no packing & handling fee 25% restocking fee
C Sanders Emblems 12965 Arroyo St. San Fernando, CA 91340 Phone: 800-336-7467 Contact: Penelope Leadbetter	10%	School Stock Brochure & Custom Price List, minimum order requirement is 100 pieces, shipping will be actual ground shipping charges, no packing & handling charges, no restocking fee's

EXHIBIT _____

APPROVED VENDORS

Items must be purchased from the Primary Vendor first. Items not available from the Primary vendor may be purchased from the Approved vendors.

VENDORS	DISCOUNT	NOTES
Economy Awards Co. 1574 FM 2294 Delmita, Texas 78536 Phone: 800-582-0407 Contact: Hilario Alvarado, Jr.	0%	No minimum order required, no shipping charges, no packing & handling charges, no restocking fee's, small orders may carry a shipping charge.
Elite Promotions 50 East Elizabeth St. Brownsville, Texas 78520 Phone: 956-982-2059 Contact: Rossy Galarza	5-20%	Spectrum Catalog, no minimum order required, shipping added to invoice, 5-7% added for packing & handling, restocking fee of 15% on returned merchandise
Hodges Badge Company, Inc. P.O. Box 1290/1170 East Main Rd. Portsmouth, RI 02871 Phone: 800-556-2440	0%	Scholastic Awards Catalog, Prices good Aug. 2010-July 2011, minimum requirement \$25 custom, \$10 stock items, shipping charges vary, no packing & handling charges, 10% restocking fee applies, custom orders cannot be returned.
Marketing Concepts Unlimited DbA/ABC Custom Advertising 1800 S. Main ST. #850 McAllen, Texas 78503 Phone: 956-631-3131 Contact: Rhonda Arce/Marti Miller	10-50%	ABC Custom Private printed mfg rep catalogs, minimum order depends on item ordered, no packing & handling charges, no shipping charges
NEFF Motivation, Inc. 645 Pine St./P.O. Box 218 Greenville, Ohio 45331 Phone: 800-232-6333 Contact: Scott Marker	20%	Use bid #EISD-BID 10-07 on all purchase orders, 2009 Neff Awards Catalog, minimum order of \$35, no packing & handling fee no restocking fee's, pricing based on volume, no shipping fee
Positive Promotions 15 Gilpin Avenue Hauppauge, NY 11788 Phone: 877-258-1225 Ext. 4214 Contact: Stephanie Cotto	5%	No minimum order required, no shipping charges, no packing & handling fee, no restocking fee, discount cannot be combined with any other offer, F.O.B standard shipping only, for rush & express see catalog or website.
Premier Awards 609 W. U.S. Hiway 83 McAllen, Texas 78501 Phone: 956-682-2329 Contact: Richard Hernandez	10%	Minimum order required \$25.00, no shipping fee, packing & handling charges, no restocking fee's

EXHIBIT _____

APPROVED VENDORS

Items must be purchased from the Primary Vendor first. Items not available from the Primary vendor may be purchased from the Approved vendors.

VENDORS	DISCOUNT	NOTES
Affinity Ware, Inc dba Ruiz & Oliver 2608 W. Freddy Gonzalez Edinburg, Texas 78539 Phone: 956-380-1122 Contact Laurie O. Ruiz/Enrique Ruiz	5%	2009 Achievement Deserves Recognition Catalog, this will be updated with 2010 catalogs & pricing, see catalogs for customizing minimums & shipping charges, no packing & handling charges, no returns on customized merchandise unless its defective.
Sport Decals P.O. BOX 860 Spring Grove, IL 60081-0860 Phone: 800-435-6110	0%	2009-2010 Awards & Recognition Catalog, \$25 minimum order required, no shipping charges, no packing & handling charges, no restocking fee
Stitches for All 1800 S. Main 849 McAllen, Texas 78503 Phone: 956-631-3144 Contact: Dolores E. Escobar	10-45%	2009 Stitches for all-Assorted vendor catalogs, \$100 minimum order required, no shipping charges, no packing & handling charges, no restocking fee's
Valley Trophies 529 S. Texas Blvd. Weslaco, Texas 78596 Phone: 956-968-6510 Contact: Rana Tobelmann Lupe Salazar, Jr.	0-65% Off Shelf price	Individual retain shelf price based on the quantity and level of product ordered, \$15 minimum order required, shipping charges will be added to invoice, shipping will not be charged on all orders only where applicable, custom order not returnable, 10% restocking fee

EXHIBIT _____



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

MEMORANDUM

Date: June 17, 2010
TO: Joe Filoteo, Director for Athletics
FROM: Kay W. Green, Buyer *KW*

SUBJECT: RENEWAL OF BID 10-07, TROPHIES, PLAQUES, RIBBONS & MEDALS

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: Joe Filoteo]

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
DRAWER 990
EDINBURG, TEXAS 78540
PHONE: (956) 289-2311
FAX (956) 383-7687

MEMORANDUM

Date: June 17, 2010

TO: Nelinda Villarreal, Director for Fine Art

FROM: Kay W. Green, Buyer

SUBJECT: RENEWAL OF BID 10-07, TROPHIES, PLAQUES, RIBBONS & MEDALS

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: _____ ✓

No, I don't want to renew: _____

Reason why you don't want to renew:

*We award students for all their
excellence Kinder - Twelve*

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

June 29, 2010

Dear K.C. Advertising,

FAX: 956-682-3299

REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 10-07, THROPHIES, PLAQUES, RIBBONS & MEDALS

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 October 1, 2010 or soon thereafter and end September 30, 2011. Please see attachment for current discount.

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

Vendor Signature

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

Vendor Signature

K.C. Ad Specialties, Inc.

Company Name

Approved for Renewal:

Edinburg CISD Date

Jun-29-10 08:18am

From-EDINBURG CISD PURCHASING DEPT

9563837887

T-030 P.01/04 F-577



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th / DRAWER 890
EDINBURG, TEXAS 78541
PHONE: (956) 289-2311
FAX (956) 383-7887

June 29, 2010

Dear A & L Athletics,

FAX: 956-682-8118

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 10-07, THROPHIES, PLAQUES, RIBBONS & MEDALS**

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 October 1, 2010 or soon thereafter and end September 30, 2011. Please see attachment for current discount.

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

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

A&L Athletics
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

ORIGINAL
RECEIVED
JUN 29 2010

June 29, 2010

Dear C. Sanders Emblems,

FAX: 818-361-8472

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 10-07, THROPHIES, PLAQUES, RIBBONS & MEDALS**

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 October 1, 2010 or soon thereafter and end September 30, 2011. Please see attachment for current discount.

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: *Penny Little* per original discounts, terms, and conditions.
Vendor Signature

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

C Sanders Emblems
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

June 29, 2010

Dear Economy Awards Co.,

FAX: 956-481-3727

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 10-07, THROPHIES, PLAQUES, RIBBONS & MEDALS**

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 October 1, 2010 or soon thereafter and end September 30, 2011. Please see attachment for current discount.

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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: *Marcos D. Alvarez*, per original discounts, terms, and conditions.
Vendor Signature

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

Economy Awards 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

June 29, 2010

Dear Elite Promotions,

FAX: 956-982-2499

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 10-07, THROPHIES, PLAQUES, RIBBONS & MEDALS**

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 October 1, 2010 or soon thereafter and end September 30, 2011. Please see attachment for current discount.

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

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

Elite Promotions
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

June 29, 2010

Dear Hodges Badge Company, Inc,

FAX: 800-292-7377

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 10-07, THROPHIES, PLAQUES, RIBBONS & MEDALS**

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 October 1, 2010 or soon thereafter and end September 30, 2011. Please see attachment for current discount.

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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: Kayla Kesson, prices may change when our catalog is published this August. per original discounts, terms, and conditions.
Vendor Signature

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

Hodges Badge Company, Inc.
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) 383-7687

June 29, 2010

Dear Marketing Concepts Unlimited,

FAX: 956-631-3150

REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 10-07, THROPHIES, PLAQUES, RIBBONS & MEDALS

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 October 1, 2010 or soon thereafter and end September 30, 2011. Please see attachment for current discount.

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

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

[Signature] dba abc custom Advertising
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

JUN 29 2010

received
8/29/10 - PAX

June 29, 2010

Dear Neff Motivation, Inc.,

FAX: 800-544-9030

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 10-07, THROPHIES, PLAQUES, RIBBONS & MEDALS**

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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: Betsy Hesson, BID, per original discounts, terms, and conditions. *At*
Vendor Signature Coordinator *not change of*
Sales Rep & his phone #
NO: _____, I am not interested in extending my awarded contract. *on*
Vendor Signature *following*
page

NEFF MOTIVATION, INC
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**

June 29, 2010

Handwritten initials/signature

Dear Positive Promotions,

FAX: 877-258-1226

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 10-07, THROPHIES, PLAQUES, RIBBONS & MEDALS**

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 October 1, 2010 or soon thereafter and end September 30, 2011. Please see attachment for current discount.

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

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

Positive Promotions
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

June 29, 2010

Dear Ruiz & Oliver,

FAX: 956-380-2282

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 10-07, THROPHIES, PLAQUES, RIBBONS & MEDALS**

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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: *Juan G*, per original discounts, terms, and conditions.
Vendor Signature

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

Affinitywear, Inc - Previously Ruiz & Oliver
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**

June 29, 2010

Dear Sports Decals,

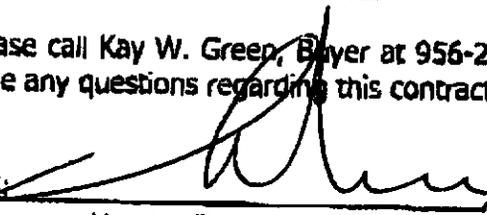
FAX: 800-557-3322

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 10-07, THROPHIES, PLAQUES, RIBBONS & MEDALS**

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Please call Kay W. Greep, 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

SPORTS DECALS
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

June 29, 2010

Dear Stiches 4 All,

FAX: 956-631-3144

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 10-07, THROPHIES, PLAQUES, RIBBONS & MEDALS**

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 October 1, 2010 or soon thereafter and end September 30, 2011. Please see attachment for current discount.

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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: *Dolores E. Escobedo* per original discounts, terms, and conditions.
Vendor Signature

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

Stiches 4 All
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

June 29, 2010

Dear Valley Trophies,

FAX: 956-973-2804

REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 10-07, THROPHIES, PLAQUES, RIBBONS & MEDALS

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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: Rana Jobelmann per original discounts, terms, and conditions.
Vendor Signature

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

VALLEY TROPHIES
Company Name

Approved for Renewal:

Edinburg CISD Date

APPROVAL OF BID 10-156, MOVING PORTABLE BUILDINGS

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the Moving Portable Buildings 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 Moving Portable Buildings. Bid opening was held at the Business Office Building on May 24, 2010, at 3:00 P.M. two (2) proposals were opened. Portable buildings are relocated from time to time due to enrollment growth, re-zoning, and other needs of the district.

Budgetary Information

Approximate Total Award Recommendation **\$60,000.00**

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
199-51-6299-63-936-099000	Misc Contracted Services	750,000.00	222,328.19	437,161.84	90,509.97
TOTAL		750,000.00	222,328.19	437,161.84	90,509.97 *

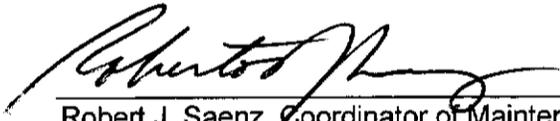
* Pending Board approval 2010-2011 budget

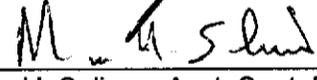
Resource Personnel

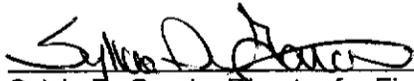
Dr. René Gutiérrez	Rigoberto V. Abrego	Sylvia D. Garcia
Mario H. Salinas	Robert J. Saenz	Amaro Tijerina
Jacqueline Kingan		

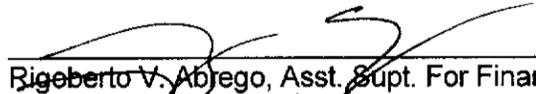
Board Policy Reference

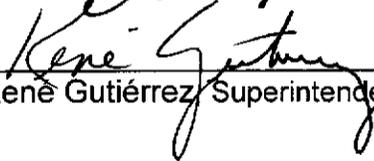
This is in accordance with Board Policy CH, Purchasing Law Bidding Requirements.

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

05-15-10 AC 108 RCVB M

EXHIBIT _____ PAGE(S) _____

**Notes for Bid Tabulation
 Bid 10-156, Moving Portable Buildings
 August 24, 2010**

1. **USER DEPARTMENT:** This bid was requested by the 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 September 1, 2010 or soon thereafter and ending August 31, 2011 with an option to renew for another contract period.
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:** \$57,000.00
6. **TOTAL ESTIMATED AWARD RECOMMENDATION:**

VENDOR	ESTIMATED AWARD RECOMMENDATION	
Iglesias Bros. House Movers 4704 E. Richardson Road Edinburg, TX 78542 Contact: Jose L. Iglesias PH: 956-383-1456 FAX: 956-287-1126		\$60,000.00
ESTIMATED AWARD RECOMMENDATION	(2)	\$60,000.00

7. **BID EVALUATION NOTES:**
 - A - Award recommendation to lowest overall and most advantageous bidder.
 - 1 - The vendor charges an extra 25% if moving is on a weekend. Most moves are on the weekend so classes will not be interrupted longer than necessary.
 - 2 - This is a list of all the sizes of portables we have - we will not be moving all of the portables listed - only the ones that need moving.

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT	VENDOR 1 (1165)	VENDOR 2 (1172)
EXTENDED AMOUNT ANALYSIS	-----	
	IGLESIAS HOUSE MOVERS	ZUNIGA'S HOUSE MOVERS
CONTROL: 10 MOVING	EDINBURG TX 78539	SAN JUAN TX 78589
PAGE/PART: 1/1	DELIVERY DAYS: 1	2
BUYER: JACKIE KINGAN	TERMS: NET 30	-5% IF PAID IN 5 DAYS
OPEN DATE: 05/24/10	OTHER 1: JOSE C. IGLESIAS	HUGO A ZUNIGA
EFFECTIVE: 09/01/10	OTHER 2:	
EXPIRATION: 08/31/11	NOTE:	
ENTERED: 05/24/10	CODES:	
PRINTED: 06/04/10		

962-57-10010-5 MOVING PORTABLE	1 EACH	2200.00 A ✓	2000.00* 1
BUILDING, 20' X 30', within school campus			
962-57-10015-4 MOVING PORTABLE	1 EACH	3000.00 A ✓	2500.00* 1
BUILDING, 20' X 30', outside school campus, under 5 miles			
962-57-10020-4 MOVING PORTABLE	1 EACH	3000.00 A ✓	2800.00* 1
BUILDING, 20' X 30', outside school campus, over 5 miles			
962-57-10025-3 MOVING PORTABLE	1 EACH	2200.00 A ✓	2000.00* 1
BUILDING, 24' X 32', within school campus			
962-57-10030-3 MOVING PORTABLE	1 EACH	3000.00 A ✓	2500.00* 1
BUILDING, 24' X 32', outside school campus, under 5 miles			
962-57-10035-2 MOVING PORTABLE	1 EACH	3000.00 A ✓	2800.00* 1
BUILDING, 24' X 32', outside school campus, over 5 miles			
962-57-10040-2 MOVING PORTABLE	1 EACH	2800.00 A ✓	2250.00* 1
BUILDING, 24' X 40', within school campus			
962-57-10045-1 MOVING PORTABLE	1 EACH	3600.00 A ✓	2800.00* 1
BUILDING, 24' X 40', outside school campus, under 5 miles			
962-57-10050-1 MOVING PORTABLE	1 EACH	3600.00 A ✓	3000.00* 1
BUILDING, 24' X 40', outside school campus, over 5 miles			
962-57-10055-0 MOVING PORTABLE	1 EACH	3800.00 A ✓	3250.00* 1
BUILDING, 24' X 56', within school campus			
962-57-10060-0 MOVING PORTABLE	1 EACH	4800.00 A ✓	3500.00* 1
BUILDING, 24' x 56', outside school campus, under 5 miles			
962-57-10065-9 MOVING PORTABLE	1 EACH	4800.00 A ✓	3800.00* 1
BUILDING, 24' x 56', outside school campus, over 5 miles			
962-57-10070-9 MOVING PORTABLE	1 EACH	3800.00* A ✓	4250.00
BUILDING, 24' x 60', within school campus			

IGLESIAS HOUSE MOVERS
EDINBURG TX 78539
DELIVERY DAYS: 1
TERMS: NET 30
OTHER 1: JOSE C. IGLESIAS
OTHER 2:
NOTE:
CODES:

ZUNIGA'S HOUSE MOVERS
SAN JUAN TX 78589
2
-5% IF PAID IN 5 DAYS
HUGO A ZUNIGA

CONTROL: 10 MOVING
PAGE/PART: 2/1
BUYER: JACKIE KINGAN
OPEN DATE: 05/24/10
EFFECTIVE: 09/01/10
EXPIRATION: 08/31/11
ENTERED: 05/24/10
PRINTED: 06/04/10

962-57-10075-8	MOVING PORTABLE BUILDING, 24' x 60', outside school campus, under 5 miles	1 EACH	4800.00 A ✓	4250.00* 1
962-57-10080-8	MOVING PORTABLE BUILDING, 24' x 60', outside school campus, over 5 miles	1 EACH	4800.00 A ✓	4500.00* 1
962-57-10085-7	MOVING PORTABLE BUILDING, 24' x 64', within school campus	1 EACH	3800.00* A ✓	4250.00
962-57-10090-7	MOVING PORTABLE BUILDING, 24' x 64', outside school campus, under 5 miles	1 EACH	4800.00 A ✓	4500.00* 1
962-57-10095-6	MOVING PORTABLE BUILDING, 24' x 64', outside school campus, over 5 miles	1 EACH	4800.00* A ✓	4850.00
962-57-10100-4	MOVING PORTABLE BUILDING, 24' x 72', within school campus	1 EACH	4800.00 A ✓	4500.00* 1
962-57-10105-3	MOVING PORTABLE BUILDING, 24' x 72', outside school campus, under 5 miles	1 EACH	6500.00 A ✓	4950.00* 1
962-57-10110-3	MOVING PORTABLE BUILDING, 24' x 72', outside school campus, over 5 miles	1 EACH	6500.00 A ✓	5500.00* 1
962-57-10115-2	MOVING PORTABLE BUILDING, 28' x 40', within school campus	1 EACH	3200.00* A ✓	3250.00
962-57-10120-2	MOVING PORTABLE BUILDING, 28' x 40', outside school campus, under 5 miles	1 EACH	4300.00 A ✓	3550.00* 1
962-57-10125-1	MOVING PORTABLE BUILDING, 28' x 40', outside school campus, over 5 miles	1 EACH	4300.00 A ✓	3850.00* 1
962-57-10130-1	PORTABLE STORAGE UNITS, building less than 200 square feet	1 EACH	700.00 A ✓	650.00* 1
962-57-10135-0	PORTABLE STORAGE UNITS, building less than 400 square feet	1 EACH	700.00* A ✓	1250.00

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
EXTENDED AMOUNT ANALYSIS

VENDOR 1 (1165)

VENDOR 2 (1172)

CONTROL: 10 MOVING
PAGE/PART: 3/1
BUYER: JACKIE KINGAN
OPEN DATE: 05/24/10
EFFECTIVE: 09/01/10
EXPIRATION: 08/31/11
ENTERED: 05/24/10
PRINTED: 06/04/10

DELIVERY DAYS: 1
TERMS: NET 30
OTHER 1: JOSE C. IGLESIAS
OTHER 2:
NOTE:
CODES:

IGLESIAS HOUSE MOVERS
EDINBURG TX 78539

ZUNIGA'S HOUSE MOVERS
SAN JUAN TX 78589
2
-5% IF PAID IN 5 DAYS
HUGO A ZUNIGA

CONTROL TOTAL 97600.00

87300.00 LT

Award Recommendation 45,000.00

- 0 -

ITEM COMMENTS

ITEM# VENDOR COMMENT

CODE DEFINITIONS

* Low Bid On Item
1 See Evaluation Notes
A AWARD RECOMMENDATION
LT Low Total

EXHIBIT _____

10-156, MOVING PORTABLE BUILDINGS

8104
A-PLUS HOUSE MOVERS
708 W. HAWK
PHARR, TX 78577

1170 741551856
CASTILLO HOUSE MOVERS
105 PANDANA STREET
BROWNSVILLE, TX 78520

8105
GUTIERREZ HOUSE MOVING
RT 2 BOX 323
RAYMONDVILLE, TX 78580

1165
IGLESIAS HOUSE MOVERS.
4704 E. RICHARDSON RD
EDINBURG, TX 78539

8106
SILVA'S INT'L HOUSE MOVERS
& CONCRETE FOUNDATION REPAIR
RT 26 BOX 79JC
MISSION, TX 78574

1166
VALLEY HOUSE MOVERS
927 BOWEN DR
MISSION, TX 78572

1172 74-2732274
ZUNIGA'S HOUSE MOVERS
P O BOX 791
SAN JUAN, TX 78589

Vendors Printed: 7

APPROVAL OF BID 10-158, CHARTER BUS SERVICES

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the bid for Charter Bus Service 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 Charter Bus Service. The bid opening was held at the Administration building on May 31, 2010 at 3:00 P.M. where six (6) proposals were received. The tabulation and evaluation summary shown on the attached exhibits reflect the most favorable and advantageous vendor(s) to the district. Charter buses are used to take athletic students to play off games past 150 mile radius. This insures the players are ready and at their best to play a great game. Fine Arts uses the charter buses to transport band, orchestra, choir, drama, mariachi, chess, and destination imagination students from K-12 to state activities. In addition, UIL Academics that advance to state competitions use charter buses for travel. Career and Technical Education uses the charter buses for competition.

User Department

This item was requested by Mrs. Nelinda Villarreal, Director of Fine Arts/UIL; Mrs. Griselda Quintanilla, Coordinator of CATE; and Mr. Joe Filoteo, Director of Athletics.

Budgetary Information

ESTIMATED AWARD RECOMMENDATION: \$94,300.00

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
167-36-6264-00-XXX-091000	Vehicles/Buses	17,350.00	0.00	12,044.00	5,306.00
162-11-6412-00-XXX-022-000	Travel & Subsistence/Stu	427,425.00	718.00	415,038.66	11,668.34
166-36-6264-XX-XXX-0XXXXXX	Vehicles/Buses	107,389.00	0.00	80,049.50	27,339.50
TOTALS		552,164.00	718.00	507,132.16	44,313.84 *

* Pending Board approval of 2010-2011 budget

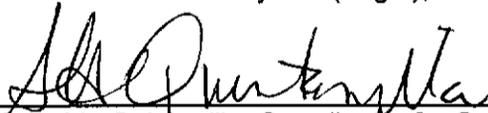
Resource Personnel

Dr. René Gutiérrez	Rigoberto V. Abrego	Sylvia D. Garcia
Maria Luisa Guerra	Joe Filoteo	Griselda Quintanilla
Nelinda Villarreal	Amaro Tijerina	Jacqueline Kingan

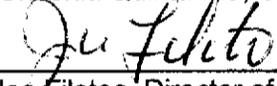
Board Policy Reference and Compliance

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

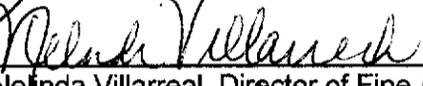
Prepared by:



 Griselda Quintanilla, Coordinator for Career & Tech. Dept.

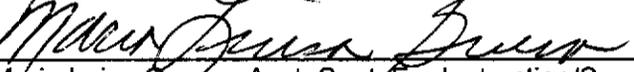


 Joe Filoteo, Director of Athletics



 Nelinda Villarreal, Director of Fine Arts/UIL

Approved by:



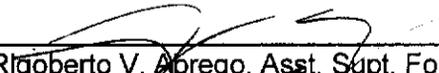
 Maria Luisa Guerra, Asst. Supt. For Instruction/Support Serv

Within Budgetary Allocations:



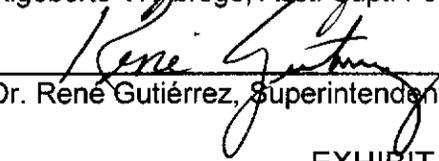
 Sylvia D. Garcia, Director for Finance

Approved by:



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

Recommended by:



 Dr. René Gutiérrez, Superintendent of Schools

EXHIBIT _____ PAGE(S) _____

**Notes for Bid Tabulation
Bid 10-158, Charter Bus Service
August 24, 2010**

1. **USER DEPARTMENT:** This bid was requested by the Athletic, Career and Technical Education and Fine Art Departments. Ms. Maria Luisa Guerra will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a term contract that begins September 1, 2010 or soon thereafter and ending August 31, 2011 with an option to renew for an additional year.
3. **BID EVALUATION:** This bid was evaluated by Mr. Joe Filoteo, Mrs. Griselda Quintanilla and Mrs. Melinda Villarreal. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** Purchase orders will be prepared on an "as needed" basis by the departments following Board of Trustees approval.
5. **APPROXIMATE AMOUNT SPENT LAST YEAR:**

Athletic Department	\$12,100.00
Career & Technology	\$2,200.00
Fine Arts Department	<u>\$80,000.00</u>
TOTAL	\$94,300.00

Award to all five (5) vendors, so availability of vehicles is guaranteed.
However, vendors must be called in order listed below.

1. Valley Transit Company, Inc.
P.O. Box 530010
Harlingen, TX 78553
PH: 800-580-4710
2. Escamilla Tour Buses, LLC
6916 North 30th Street
McAllen, TX 78504
PH: 956-994-1169
FAX: 956-618-2763
3. Nicola's Escamilla
dba Discovery
3705 North 1st Lane West
McAllen, TX 78501
PH: 956-627-2260
FAX: 956-627-2260
4. OK Tours LLC
737 Austin Street
San Antonio, TX 78215
PH: 800-270-0132
FAX: 210-222-8280
5. G-Tours
875 East Ashby Pl.
San Antonio, TX 78212
PH: 877-774-3724
FAX: 210-829-8854
6. Cougar Bus Lines, Ltd.
209 Flecha Lane
Laredo, TX 78045
PH: 956-726-9978
FAX: 956-726-6058

EXHIBIT _____

**10-158, CHARTER BUS SERVICE
EVALUATION**

DESCRIPTION	VALLEY TRANSIT COMPANY	ESCAMILLA TOURS	NICOLAS ESCAMILLA DBA: DISCOVERY	OK TOURS	G-TOURS	COUGAR BUS LINES
	47 Seat Bus	47 Seat Bus	47 Seat Bus	47 Seat Bus	47 Seat Bus	47 Seat Bus
	Not available	Not available	2 hour minimum \$80.00	5 hour minimum \$85.00	Not available	Not available
Daily Rate			\$500.00	\$995.00		
Mileage Charge			\$2.40	\$3.05		
	55 Seat Bus	55 Seat Bus	55 Seat Bus	55 Seat Bus	55 Seat Bus	55 Seat Bus
	Not available	5 hour minimum \$70.00	Not available	5 hour minimum \$85.00	Not available	5 hour minimum \$150.00
Daily Rate		\$750.00		\$995.00		\$1,650.00
Mileage Charge		\$2.90		\$3.05		\$3.45
	57 Seat Bus	57 Seat Bus	57 Seat Bus	57 Seat Bus	57 Seat Bus	57 Seat Bus
	4 hour minimum \$150.00	5 hour minimum \$70.00	Not available	5 hour minimum \$85.00	5 hour minimum \$100.00	5 hour minimum \$150.00
Daily Rate	\$1,250.00	\$750.00		\$995.00	12 hr/1,000.00 24 hr/2,200.00	\$1,650.00
Mileage Charge	\$3.25	\$2.90		\$3.05	\$3.50	\$3.45

ADDITIONAL TERMS:

VALLEY TRANSIT COMPANY, INC – out of Harlingen, TX

Cancellation Policy	1 month or more	None
	2 weeks – less than 1 month	\$600.00
	1 week – less than 2 weeks	50% of charter cost
	Less than 1 week	75 % of charter cost
	48 hours or less	100% of charter cost

Owns 19 buses – 2001 to 2006

Drug testing random/30 days

Additional fees: Group responsible for driver's hotel room, parking fees and toll charges.
Charter rates figured by hour, by day, or by mile and charged whichever is greater. Drivers are allowed to drive 10 hours/day, on duty 15 hours/day and then must be off 8 hours prior to return. If itinerary exceed Federal DOT limits, additional driver required at \$800.00/day/driver. VTC does not travel with any other bus company.

ESCAMILLE TOUR BUSES, LLC – out of McAllen, TX

Cancellation Policy	7 day advance notice required
	No charge if notified 14 days in advance
	10% charge if over 14 days

Owns 6 buses – 1999 to 2001

Drug tests drivers randomly

Additional fees: Hotel room and parking fees not included

NICOLAS ESCAMILLA dBa:DISCOVERY – out of McAllen, TX

Cancellation Policy	24 hour no charge
---------------------	-------------------

Additional Fees	San Antonio, TX	\$1,200.00
	Dallas, TX	\$2,400.00
	Corpus Christi, TX	\$ 700.00
	Brownsville, TX	\$ 500.00 add \$80.00 per hour on local trips
	Local trips including Brownsville, TX (Max 8 hours)	
	Half day trip	\$250.00 (Max. 60 miles)

Drug testing at least once a year upon request of random selector.

Owns 2 buses - 1996

OK TOURS – out of San Antonio, TX

Cancellation Policy	48 hours no charge
	100% if after 48 hours

Owns 4 buses 2000 – 2009

Drug testing every 3 to 6 months

G-TOURS - out of San Antonio, TX

Cancellation Policy	48 hour advance notice required
	50% charge if not notified before 48 hours

Owns 3 buses – 2 are 2001, 1 is 2007

Drug tests randomly twice a year

Additional fees: 10% fuel surcharge

COUGAR BUS LINES, LTD – out of Laredo, TX

Cancellation Policy:	Advance notice of 168 hours
	No charge if notified within 168 hours

Overnight Fee \$500.00

Drug Testing done every quarter.

Owns 18 buses – 1985 to 2001

Additional fees: Tolls, Parking, Driver's room not included on bid

Note: If the price of diesel increases dramatically a fuel sur-charge will be implemented

10-158, CHARTER BUS SERVICE

6515
CHAMPION TOURS
201 TESORO AVENUE
RANCH VIEJO, TX 78575

8101
COUGAR BUS LINES
209 FLECHA LANE
LAREDO, TX 78045

8363
CUSA
CUSA EE. LLC
812 DELANO STREET
HOUSTON, TX 77003

6482 47-0846861
DEL VALLE GRAND TURISMO INC
1015 WEST MINNESOTA
PHARR, TX 78577

7277 466-47-7270
ESCAMILLA TOURS
6916 N. 30TH STREET
MCALLEN, TX 78504

922 74-2900702
EXPRESS TRAVEL
1001 SOUTH 10TH STREET
SUITE P
MCALLEN, TX 78501

8806 65-12611895
G TOURS
875 EAST ASHBY PLACE
SUITE 1104
SAN ANTONIO, TX 78212

9059 37-1558789
MARTIN TOURS AND TRAVEL
3602 PECAN GROVE DRIVE
WESLACO, TX 78596

8805
OK TOURS
737 AUSTIN STREET
SAN ANTONIO, TX 78215

4068
VALLEY TRANSIT COMPANY
P.O. BOX 530010
HARLINGEN, TX 78553

Vendors Printed: 10

APPROVAL OF BID 10-169, SERVICE AWARDS AND PLAQUES DISTRICT WIDE

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the Service Awards and Plaques 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 Service Awards and Plaques. Bid opening was held at the Business Office Building on May 28, 2010, at 2:00 P.M.; where two (2) proposals were opened. These awards and plaques are to recognize Edinburg CISD employees for their dedicated and loyal years of service; and help build employee morale and enhance continued loyalty to the school district.

Budgetary Information

Approximate Total Award Recommendation \$15,000.00

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
199-41-6497-00-726-099000	AWARDS	20,000.00	1,975.00	14,939.05	3,085.95
	TOTAL	20,000.00	1,975.00	14,939.05	3,085.95*

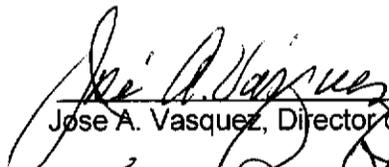
* Pending Board approval 2010-2011 budget

Resource Personnel

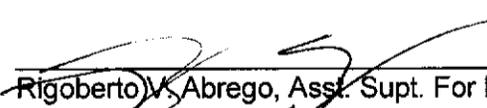
Dr. René Gutiérrez	Rigoberto V. Abrego	Sylvia D. Garcia
Jose A. Vasquez	Amaro Tijerina	Kay W. Green

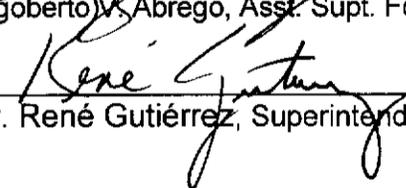
Board Policy Reference

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

Approved by: 
 Jose A. Vasquez, Director of Personnel

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 10-169, Service Awards and Plaques District Wide
August 24, 2010

1. **USER DEPARTMENT:** This bid was requested by the Director of Personnel. Mr. Jose A. Vasquez will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a term contract beginning September 1, 2010 or soon thereafter and ending August 31, 2011 with an option to renew for another contract period.
3. **BID EVALUATION:** This bid was evaluated by Mr. Jose A. Vasquez, Director of Personnel. Final recommendations to the board are done by the Superintendent of School.
4. **ORDERING INFORMATION:** Personnel department will prepare purchase orders on an as needed basis following Board of Trustee approval.
5. **APPROXIMATE AMOUNT SPENT LAST YEAR:** **\$14,000.00**
6. **TOTAL ESTIMATED AWARD RECOMMENDATION:** **\$15,000.00**

VENDOR	ESTIMATED AWARD RECOMMENDATION
Valley Trophies 529 S. Texas Blvd. Weslaco, TX 78596 Contact: Rana Tolbelmann PH: 956-968-6510 FX: 956-973-2804	\$8,243.45
Expressions In Glass PO Box 1317 Mercedes, TX 78570 Contact: Thomas De Leon PH: 956-565-1325 FX: 956-565-0323	\$4,740.00
TOTAL ESTIMATED AWARD RECOMMENDATION	\$12, 983.45

CONTROL: 10 AWARDS	VALLEY TROPHIES	EXPRESSIONS IN GLASS
PAGE/PART: 1/1	WESLACO TX 78596	MERCEDES TX 78570
BUYER: KAY GREEN	DELIVERY DAYS: 20	8
OPEN DATE: 05/28/10	TERMS: NET 30	NET 30
EFFECTIVE: 09/01/10	OTHER 1: RANA TOBELMANN	FRANK DE LEON
EXPIRATION: 08/31/11	OTHER 2:	
ENTERED: 05/27/10	NOTE:	
PRINTED: 06/14/10	CODES:	

080-15-10010-3	PAPERWEIGHT - 5 YEARS SERVICE 2-1/2" X 4", Double black over gold	240 EACH	1368.00* A	NB
080-15-10020-2	PAPERWEIGHT - 10 YEARS SERVICE Same as item #1 except for years of service	160 EACH	912.00* A	NB
080-15-10030-1	Engraving per letter on paperweights	1 EACH	NB	NB
080-15-10040-0	WOODEN PLAQUES FOR 15 YEARS SERVICE 7" X 9", Blue Marble Mist brass plate on	105 EACH	1464.75* A	NB
080-15-10050-9	WOODEN PLAQUES FOR 20 YEARS SERVICE Same as item #4 except for size: 8" X 10"	65 EACH	1105.00* A	NB
080-15-10060-8	WOODEN PLAQUES FOR 25, 30 and 35 YEARS SERVICE Same as item #5 except for size 9" X 12"	125 EACH	3100.00* A	NB
080-15-10065-7	Engraving on 15, 20, 25, 30 and 35 year plaques	1 EACH	NB	NB
080-15-10070-7	WALNUT BOOK CLOCK WITH QUARTZ CLOCK FOR 40 and 45 YEARS SERVICE 12.5" X 9.5" X 4.5",	3 EACH	293.70* A	NB
080-15-10080-6	GLASS CLOCK WITH QUARTZ CLOCK AWARD FOR 50 YEARS SERVICE School logo, text and	1 EACH	NB	NB
080-15-10085-5	Engraving on clocks	1 EACH	NB	NB
080-15-10090-5	GLASS AWARDS 8" X 6" X 3/4", Classic Diamond shaped glass award on 3/4" glass	60 EACH	NB	4740.00* A
080-15-10100-2	Engraving per letter on glass awards	1 EACH	NB	NB

CONTROL TOTAL 8243.45 NI 4740.00 NI

Award Recommendation

\$ 8,243.45

\$ 4,740.00

ITEM COMMENTS

ITEM# VENDOR COMMENT

10-169, SERVICE AWARDS & PLAQUES

9	74-2557188	9098	
ABC CUSTOM ADVERTISING MARKETING CONCEPTS UNLIMITED 1800 S MAIN - SUITE 850 MCALLEN, TX 78503		ALL PURPOSE EMBROIDERY & SREEN 1722 N. CLOSNER BLVD. EDINBURG, TX 78541	
21	74-1228437	3855	
BROWN AWARDS USA 2565 RIVERWOOD ROAD GONZALEZ, TX 78629		EXPRESSIONS IN GLASS MERCEDES INDUSTRIAL PARK P.O. BOX 1317 MERCEDES, TX 78570	
5683	74-2920823	2969	74-2685256
HERFF JONES 1016 LA VISTA SUITE B MCALLEN, TX 78501		IDEAS IN ACTION 130 N. WILLIAMS ROAD SAN BENITO, TX 78586	
4028	74-2852285	4393	2-357-56-5462-1
IMAGES IN INK, INC. ATTN: VIOLA HANSHAW 3421 W. HWY. 83 STE #1 MCALLEN, TX 78501		INNOVATIVE IDEAS 810 ROYOLA STREET MISSION, TX 78573-0908	
3445	74-2590036	3631	26-3494495
KC ADVERTISING SPECIALTIES 620 N. McCOLL RD MCALLEN, TX 78501		PREMIER AWARDS 609 W. U.S. HIWAY 83 MCALLEN, TX 78501	
4322	455-11-7594	3614	
RUIZ & OLIVER ART AND DESIGN 2600 W. FREDDY GONZALEZ DRIVE EDINBURG, TX 78539		VALLEY TROPHIES 529 SOUTH TEXAS BLVD WESLACO, TX 78596	

Vendors Printed: 12

APPROVAL OF BID 10-182, EDINBURG HIGH SCHOOL REPAIR UNDERGROUND INTERCOM WIRE, REWIRE INTERCOM AND CLOCKS, AND ADD OUTSIDE HORNS

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the BID for Edinburg High School Repair Underground Intercom Wire, Rewire Intercom and Clocks, and add Outside Horns, 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 BID's for Repair Underground Intercom Wire, Rewire Intercom and Clocks, and add Outside Horns. BID opening was held at the Business Office Building on July 30, 2010, at 2:30 P.M., where three (3) bids were opened and read aloud. This bid is to replace all underground wire to the existing intercom system. Problem is due to moisture entry in the conduit causing a short circuit in the wire. Wire has to be placed overhead through the attic space. Several rooms do not have a working intercom system. These rooms need to be addressed to comply with safety and fire codes.

Budgetary Information

TOTAL AWARD RECOMMENDATION: \$42,737.00

Amount	Description	Appropriations	Encumbrance	Expenditure	Balance
199-51-6299-63-936-099000	Misc Contracted Services	750,000.00	202,614.78	461,371.93	86,013.29
	TOTAL	750,000.00	202,614.78	461,371.93	86,013.29 *

* Pending Board approval 2010-2011 budget

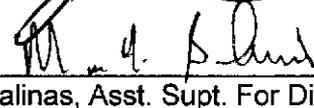
Resource Personnel

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

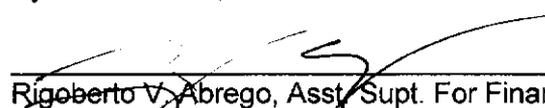
Board Policy Reference

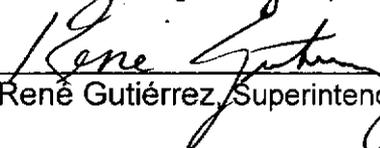
This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

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 Tabulation
BID 10-182, Edinburg High School Repair Underground Intercom Wire, Rewire Intercom
and Clocks, and add Outside Horns
August 24, 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 one time service.
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 Maintenance and Facilities Department will prepare a purchase order following Board of Trustee approval.
5. **TOTAL AWARD RECOMMENDATION:**

VENDOR	AWARD RECOMMENDATION
Terracon Consultants, Inc. 1506 Mid Cities Drive Pharr, TX 78577 Contact: Jorge A, Flores PH: 956-283-8254 FAX: 956-283-8279	\$42,737.00
TOTAL AWARD RECOMMENDATION	\$42,737.00

TABULATION OF
 BID 10-182, EHS REPAIR UNDERGROUND INTERCOM WIRE, REWIRE INTERCOM & CLOCKS AND ADD OUTSIDE HORNS

QTY	DESCRIPTION	ALL AMERICAN SECURITY	ARGUS SECURITY	SUPERIOR ALARMS
All	Price for intercom wire	-0-	-0-	\$19,800.00
All	Price to rewire intercom and clocks	\$18,719.00	\$10,726.32	\$5,076.00
25	Outside Horns	25 at \$85.00 \$2,125.00	25 at \$110.40 \$2,760.00	25 at \$88.20 \$2,205.00
2	Amplifiers	2 at \$1,140.00 \$2,280.00	2 at \$1,560.00 \$3,120.00	2 at \$1,197.00 \$2,394.00
1	Installation, Reprogramming and Labor	\$19,613.00	\$43,400.00	\$39,690.00
	TOTAL	\$42,737.00	\$60,006.32	\$69,165.00
		AWARD RECOMMENDATION		

10-182, EHS REPAIR INTERCOM & OUTSIDE HO

7552 74-2917729
ADVANCED COMMUNICATION & CABLI
6318 HARWICK STREET
CORPUS CHRISTI, TX 78417

7391 74-2967307
ALL AMERICAN SECURITY L.L.C.
1016 SOUTH CLOSNER
EDINBURG, TX 78504

3176 449-19-8125
ALL VALLEY COMMUNICATIONS
120 N. MAIN ST.
LA FERIA, TX 78559

7779 43-2058849
ALLIANCE SPECIALIZED SYSTEMS
105 W. ANAYA ROAD
PHARR, TX 78577

4751 74-2659554
AMERICAN INDUSTRIAL SUPPLIES
1101 A WEST BUSINESS 83
PHARR, TX 78577

772 1-74-2201352
ARGUS SECURITY SYSTEMS INC
314 ASH AVENUE
MCALLEN, TX 78501

5506 76-0383585
AVANTAGE SYSTEMS DESIGN INC
4913 PALMETTO ST
BELLAIRE, TX 77401

6493
CHUBB SECURITY SYSTEMS, INC.
4410 DILLON LN STE 38
CORPUS CHRISTI, TX 78415-5337

434 1-74-16756785
CIRCLE INDUSTRIES INC
815 WEST TYLER
HARLINGEN, TX 78550

1536
COMMUNICATIONS ETC
421 S BROADWAY
MCALLEN, TX 78501

4064 74-2603360
CONTRACT SERVICES CO.
1405 E. SPRAGUE
EDINBURG, TX 78539

5464 74-2429964
FIRE CHECK OF TEXAS INC
P.O. BOX 720222
MCALLEN, TX 78504

8029 81-1662124
GOLDEN EAGLE TECHNOLOGIES LLC
1208 E. VIOLET AVE
MCLLEN, TX 78504

6888 74-2896155
GRANDE RIVER TECHNOLOGY GROUP
401 E JACKSON AVE
HARLINGEN, TX 78550

4175 1130794380-0
GRAYBAR ELECTRIC
1402 LAREDO ST
CORPUS CHRISTI, TX 78401

3030 74-2201057
ICS TELEPHONES INC
940 NOLANA LOOP WEST
PHARR, TX 78577

5718 74-2979158
INTEGRITY COMMUNICATIONS INC
P.O. BOX 260154
CORPUS CHRISTI, TX 78426

8278 74-288-2687
INTERNAL CONTROL SYSTEMS
2807 WEST EXPWAY 83 SUITE A
LA FERIA, TX 78559

9479
JAMBROS TECHNOLOGIES LLC
2010 KATHERINE AVE
EDINBURG, TX 78539

274
JESSE'S TELEPHONE SALES
2708 SOUTH BUS 281
EDINBURG, TX 78539

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

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

10-182, EHS REPAIR INTERCOM & OUTSIDE HO

9138
LUMATEC LIGHTING SERVICE
4110 N. JACKSON RD
PHARR, TX 78577

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

5384 466-49-2742
PROTECH SECURITY SYSTEMS
4525 N. WESTGATE DR
WESLACO, TX 78596

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

760 43-0529710
SBC
ATTN: NELDA T. GUERRA
2120 REDBUD AVE
MCALLEN, TX 78504

7585 742967564
SECURITY DEPOT
2212 SOUTH INTERNATIONAL BLVD
WESLACO, TX 78596

2491 1-74-215-8485
SECURITY INTERNATIONAL
P O BOX 3323
11500 NORTH 10TH STREET
MCALLEN, TX 78502-3323

5670 05-0346132
SIMPLEX GRINNELL LP
4455 S. PADRE ISLAND DRIVE
SUITE #16
CORPUS CHRISTI, TX 78411-5158

759 74-2420252
SUPERIOR ALARMS
600 ASH AVENUE
P.O. DRAWER 3097
MCALLEN, TX 78501

6504 74-2781427
T & C SERVICES, L.L.P.
885 S. SAM HOUSTON BLVD.
SAN BENITO, TX 78586

1050 74-1697710
TENI-TRACK INC
P O BOX 388
MERCEDDES, TX 78570

6501 20-0712107
TURNKEY COMMUNICATIONS
4220 N. BICENTENNIAL DRIVE
SUITE D
MCALLEN, TX 78504

1211 74-2531995
VALLEY RADIO CENTER
1522 N 77 SUNSHINE STRIP
HARLINGEN, TX 78550

98 74-2545600-2
WILLIS COMMUNICATIONS INC
943 NORTH EXPRESSWAY
#15-9 112
BROWNSVILLE, TX 78520

Vendors Printed: 36

APPROVAL OF BID 10-190, DIESEL AND UNLEADED FUEL

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the term bid for the Diesel and Unleaded Fuel, 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 on the above mentioned bid for the Transportation Department. Bid opening was held at the Business Office Building on July 23, 2010 at 3:00 P.M., where six (6) proposals were received, opened, and read aloud. Diesel and Unleaded Fuels are used to keep all district buses operating to transport students to and from school, for maintenance, food service, and police department vehicles.

User Department

This item was requested by Mr. Rudy Zamora, Director of Transportation.

Budgetary Information

Total Estimated Award Recommendation: \$1,300,000.00

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
199-34-6311-00-939-099000	Gas & Fuel Vehicles/Bus	2,001,124.00	111,026.29	1,120,446.35	769,651.36
	TOTAL	2,001,124.00	111,026.29	1,120,446.35	769,651.36 *

* Pending Board approval 2010-2011 budget.

Resource Personnel

Dr. René Gutiérrez
Sylvia D. Garcia
Jacqueline Kingan

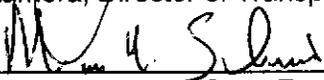
Rigoberto V. Abrego
Rudy Zamora

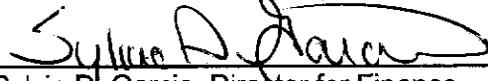
Mario Salinas
Amaro Tijerina

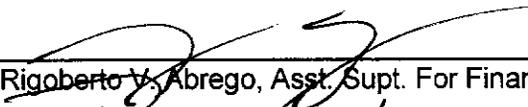
Board Policy Reference

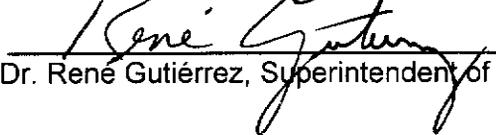
This is in accordance with the TASB Local Policy CH, Purchasing Bidding Requirements.

Prepared by: 
Rudy Zamora, Director of Transportation

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 10-190, Diesel and Unleaded Fuel
 August 24, 2010**

1. **USER DEPARTMENTS:** This bid will be used by the Transportation Department for the school buses and district vehicles.
2. **TERM BID:** This bid is a term bid beginning September 1, 2010 or soon thereafter and ending August 31, 2011. This contract may be renewed for an additional TERM CONTRACT PERIOD if the vendor and the Edinburg CISD agree and no increases in cost are incurred except for the growth of the district.
3. **BID EVALUATION:** This bid was evaluated by Mr. Rudy Zamora. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** The Department will be placing Purchase Orders on an as needed basis.
5. **TYPE OF BID:** This bid is for diesel and unleaded fuel.
6. **APPROXIMATE AMOUNT SPENT LAST TERM CONTRACT:** \$1,088,973.00
7. **TOTAL ESTIMATED AWARD RECOMMENDATION:**

VENDOR	ESTIMATED AWARD RECOMMENDATION
Gold Star Petroleum, Inc. P.O. Box 363 Pharr, TX 78577 Contact: J.J. Rodriguez PH: 956-782-9407 FAX: 956-702-7827	\$1,300,000.00
ESTIMATED AWARD RECOMMENDATION	\$1,300,000.00

8. **BID EVALUATION NOTES:**

Awarded to the overall low bid.

TABULATION OF BID 10-190, DIESEL & UNLEADED FUEL

HARLINGEN OPIS PRICING - PREFERRED											
ITEM	DESCRIPTION	QTY	GOLD STAR PETROLEUM, INC.			ARGUNDEGUI OIL COMPANY			MANSFIELD OIL COMPANY		
			OPIS RACK AVERAGE	MARGIN OF PROFIT	INVOICE PRICE PER GALLON	OPIS RACK AVERAGE	MARGIN OF PROFIT	INVOICE PRICE PER GALLON	OPIS RACK AVERAGE	MARGIN OF PROFIT	INVOICE PRICE PER GALLON
1	DIESEL FUEL, ULTRA LOW SULFUR, maximum 15 ppm sulfur, PG-X API regional specs	300,000	2.1382	0.0098	2.1480*	2.1382	-0.0152	2.213	2.1422	+0.0450	2.1872
2	UNLEADED GASOLINE, minimum 87 octane, PG-X API regional specs	80,000	2.0321	0.0096	2.0417*	2.0321	-0.0125	2.0196	2.0354	+0.0310	2.0664
OTHER FEES											
3	Leaking Underground Storage Tank Fund Fee							.0010/gallon			.0010/gallon
4	Oil Spill Liability Trust Fund Fee							.0019/gallon			.0019/gallon

NOTE: Fuel Delivery Fee shall be charged based upon NEW fee schedule as of 09-01-07

CORPUS CHRISTI OPIS PRICING - ALTERNATE 1											
ITEM	DESCRIPTION	QTY	GOLD STAR PETROLEUM, INC.			ARGUNDEGUI OIL COMPANY			MANSFIELD OIL COMPANY		
			OPIS RACK AVERAGE	MARGIN OF PROFIT	INVOICE PRICE PER GALLON	OPIS RACK AVERAGE	MARGIN OF PROFIT	INVOICE PRICE PER GALLON	OPIS RACK AVERAGE	MARGIN OF PROFIT	INVOICE PRICE PER GALLON
1	DIESEL FUEL, ULTRA LOW SULFUR, maximum 15 ppm sulfur, PG-X API regional specs	300,000	2.1308	0.1025	2.2333*	2.1283	0.200	2.1483	2.1308	+0.0822	2.2130
2	UNLEADED GASOLINE, minimum 87 octane, PG-X API regional specs	80,000	1.99984	0.1025	2.1009*	1.9984	0.1025	2.0154	2.0034	+0.0883	2.0917
OTHER FEES											
3	Leaking Underground Storage Tank Fund Fee							.0010/gallon			.0010/gallon
4	Oil Spill Liability Trust Fund Fee							.0019/gallon			.0019/gallon

NOTE: Fuel Delivery Fee shall be charged based upon NEW fee schedule as of 09-01-07

THREE RIVERS OPIS PRICING – ALTERNATE 2											
ITEM	DESCRIPTION	QTY	GOLD STAR PETROLEUM, INC.			ARGUNDEGUI OIL COMPANY			MANSFIELD OIL COMPANY		
			OPIS RACK AVERAGE	MARGIN OF PROFIT	INVOICE PRICE PER GALLON	OPIS RACK AVERAGE	MARGIN OF PROFIT	INVOICE PRICE PER GALLON	OPIS RACK AVERAGE	MARGIN OF PROFIT	INVOICE PRICE PER GALLON
1	DIESEL FUEL, ULTRA LOW SULFUR, maximum 15 ppm sulfur, PG-X API regional specs	300,000	2.0865	0.1125	2.1990	2.1032	.0350	2.1382	2.1032	+.1173	2.2205
2	UNLEADED GASOLINE, minimum 87 octane, PG-X API regional specs	80,000		0.1125		1.9695	.0750	2.0445			
OTHER FEES											
3	Leaking Underground Storage Tank Fund Fee		0010/gallon					.0010/gallon			.0010/gallon
4	Oil Spill Liability Trust Fund Fee		0019/gallon					.0019/gallon			.0019/gallon

NOTE: Fuel Delivery Fee shall be charged based upon NEW fee schedule as of 09-01-07

TABLATION OF BID 10-190, DIESEL & UNLEADED FUEL (continued)

HARLINGEN OPIS PRICING - PREFERRED											
ITEM	DESCRIPTION	QTY	OIL PATCH FUEL & SUPPLY			PETROLEUM TRADERS CORP.			PORTS PETROELUM COS INC		
			OPIS RACK AVERAGE	MARGIN OF PROFIT	INVOICE PRICE PER GALLON	OPIS RACK AVERAGE	MARGIN OF PROFIT	INVOICE PRICE PER GALLON	OPIS RACK AVERAGE	MARGIN OF PROFIT	INVOICE PRICE PER GALLON
1	DIESEL FUEL, ULTRA LOW SULFUR, maximum 15 ppm sulfur, PG-X API regional specs	300,000	2.13	.01	2.25	2.1422	+ .0478	2.1900	2.4354	.0375	2.0729
2	UNLEADED GASOLINE, minimum 87 octane, PG-X API regional specs	80,000	2.03	.01	2.04	2.0354	+ .0340	2.0694	2.1422	.0375	2.797
OTHER FEES											
3	Leaking Underground Storage Tank Fund Fee		.00/gallon					.0010/gallon			.001/gallon
4	Oil Spill Liability Trust Fund Fee		.00/gallon					.0019/gallon			.00875/gallon

NOTE: Fuel Delivery Fee shall be charged based upon NEW fee schedule as of 09-01-07

CORPUS CHRISTI OPIS PRICING - ALTERNATE 1											
ITEM	DESCRIPTION	QTY	OIL PATCH FUEL & SUPPLY			PETROLEUM TRADERS CORP.			PORTS PETROELUM COS INC		
			OPIS RACK AVERAGE	MARGIN OF PROFIT	INVOICE PRICE PER GALLON	OPIS RACK AVERAGE	MARGIN OF PROFIT	INVOICE PRICE PER GALLON	OPIS RACK AVERAGE	MARGIN OF PROFIT	INVOICE PRICE PER GALLON
1	DIESEL FUEL, ULTRA LOW SULFUR, maximum 15 ppm sulfur, PG-X API regional specs	300,000	2.16	.09	2.25	2.1308	+ .0707	2.2015	1.9984	.0875	2.0859
2	UNLEADED GASOLINE, minimum 87 octane, PG-X API regional specs	80,000	2.04	.09	2.13	1.9984	+ .0615	2.0599	2.1308	.0875	2.2183
OTHER FEES											
3	Leaking Underground Storage Tank Fund Fee		00/gallon					.0010/gallon			.001/gallon
4	Oil Spill Liability Trust Fund Fee		00/gallon					.0019/gallon			.00875/gallon

NOTE: Fuel Delivery Fee shall be charged based upon NEW fee schedule as of 09-01-07

THREE RIVERS OPIS PRICING - ALTERNATE 2											
ITEM	DESCRIPTION	QTY	OIL PATCH FUEL & SUPPLY			PETROLEUM TRADERS CORP.			PORTS PETROLEUM COS INC		
			OPIS RACK AVERAGE	MARGIN OF PROFIT	INVOICE PRICE PER GALLON	OPIS RACK AVERAGE	MARGIN OF PROFIT	INVOICE PRICE PER GALLON	OPIS RACK AVERAGE	MARGIN OF PROFIT	INVOICE PRICE PER GALLON
1	DIESEL FUEL, ULTRA LOW SULFUR, maximum 15 ppm sulfur, PG-X API regional specs	300,000	N/A	.09	N/A	2.1032	+0703	2.1735	NO BID	NO BID	NO BID
2	UNLEADED GASOLINE, minimum 87 octane, PG-X API regional specs	80,000	N/A	.09	N/A	1.9695	+0627	2.0322			
OTHER FEES											
3	Leaking Underground Storage Tank Fund Fee		00/gallon					.0010/gallon			
4	Oil Spill Liability Trust Fund Fee		00/gallon					.0019/gallon			

NOTE: Fuel Delivery Fee shall be charged based upon NEW fee schedule as of 09-01-07

10-190, DIESEL & UNLEADED FUEL

7309 74-1668080
ARGUINDEGUI OIL CO. II, LTD
P.O. BOX 1367
LAREDO, TX 78042-1367

2538 742483114
BETT'S OIL & BUTANE INC
PO BOX 323
WESLACO, TX 78596

200 1-74-2464558-2
FEDERAL PETROLEUM COMPANY
300 N. MILANO RD
WESLACO, TX 78596

7853
FLYING J / TCH
4185 HARRISON BLVD
SUITE #202
OGDEN, UT 84403

2894 75-2402058
FUEL MASTERS LLC
P.O. BOX 90
ABILENE, TX 79604

1730 1-74-22079008
GOLD STAR PETROLEUM INC
P O BOX 363
PHARR, TX 78577

2996 74-1041044
HOLLON OIL COMPANY
P.O. BOX 8068
WESLACO, TX 78596

499 06-1784666
J & B INDUSTRIES INC.
P.O. BOX 1719
SAN BENITO, TX 78586

50
JOE'S MASTER SERVICE
501 NORTH CLOSNER
EDINBURG, TX 78541

9132
LAREDO TRAILER SUPPLY
P.O. BOX 451375
LAREDO, TX 78045-0033

203 58-1091383
MANSFIELD OIL COMPANY
1025 AIRPORT PARKWAY SW
GAINESVILLE, GA 30501-6833

4260 1-74-2240636-7
OIL PATCH FUEL & SUPPLY INC
HC 70 BOX 40
BROWNSVILLE, TX 78521

1384 35-1462227
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY
FORT WAYNE, IN 46804

1290
PURVIS BEARING SERVICE, INC
710 WEST EXPRESSWAY 83
PHARR, TX 78577

7126 1742954281
SOUTH TEXAS PETROLEUM
3101 WEST MILITARY HWY.
MCALLEN, TX 78503

1823 760143483
SUN COAST RESOURCES INC
6922 CAVALCADE
HOUSTON, TX 77028

9187
SUSSER PETROLEUM COMPANY LLC
P.O. BOX 9036
CORPUS CHRISTI, TX 78469-9036

824 17412689733
TESORO PETROLUMIUM DISTRIBUTIN
P.O. BOX 1749
ARANSAS, TX 78335

4236 74-2006388
TIDEPORT PETROLEUM INC
P.O. BOX 950
ODEM, TX 78370-0950

4382 75-1289172
TRUMAN ARNOLD COMPANIES
2738 COUNTY ROAD 2168
CADDO MILLS, TX 75135

209 74-1558028
VISTA OIL COMPANY
P O BOX 5127
MCALLEN, TX 78502

Vendors Printed: 21

APPROVAL OF FEE SCHEDULE FOR RFQ 10-113, ASBESTOS CONSULTANT SERVICES FOR MAINTENANCE AND FACILITIES

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the Fee Schedule for Asbestos Consultant Services for Maintenance and Facilities RFQ, which is indicated in the attached Fee Schedule.

Rationale

The Board approved Terracon to do Asbestos Consulting Services on May 25, 2010. Vendor will provide asbestos consulting services including testing and laboratory analysis, inspections, and abatement. Services are requested to avoid exposure when asbestos containing materials (ACM) are removed during repairs and renovations. Any abatement related work can only be carried out by licensed personnel to comply with federal and state laws.

Budgetary Information

TOTAL ESTIMATED AWARD RECOMMENDATION: \$55,000.00

Amount	Description	Appropriations	Encumbrance	Expenditure	Balance
199-51-6299-63-936-099000	Misc Contracted Services	750,000.00	202,614.78	461,371.93	86,013.29
	TOTAL	750,000.00	202,614.78	461,371.93	86,013.29

* Pending Board approval 2010-2011 budget

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

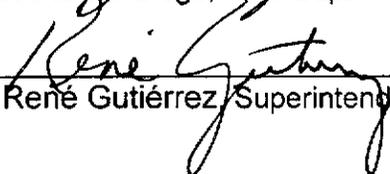
Within Budgetary Allocations:


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 RFQ Fee Schedule
RFQ 10-113, Asbestos Consultant Services for Maintenance and Facilities
August 24, 2010

1. **USER DEPARTMENT:** This RFQ 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 RFQ:** This is a term RFQ beginning August 25, 2010 or soon thereafter and ending April 30, 2011.
3. **RFQ EVALUATION:** This RFQ was evaluated by Mr. Robert J. Saenz, Coordinator of Maintenance and Facilities, Abel Garza, and Diego, Luna Jr. 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. **APPROXIMATE SPENT LAST CONTRACT YEAR:** **\$54,300.00**

VENDOR	ESTIMATED AWARD RECOMMENDATION
Terracon Consultants, Inc. 1506 Mid Cities Drive Pharr, TX 78577 Contact: Jorge A, Flores PH: 956-283-8254 FAX: 956-283-8279	\$55,000.00
TOTAL ESTIMATED AWARD RECOMMENDATION	\$55,000.00

August 6, 2010

Mr. Robert Saenz, Maintenance Director
Edinburg C.I.S.D.
1305 E. Schunior St.
Edinburg, Texas 78541

Telephone # (956) 316-7543
Fax # (956) 316-7550

**RE: Best and Final Offer for Terracon 2010 Schedule of Fees for Asbestos Consulting Services
Terracon Proposal No. P88100108**

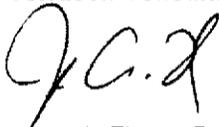
Dear Mr. Saenz:

Terracon Consultants, Inc. (Terracon) is please to be selected and approved to enter into Schedule of Fees negotiations with Edinburg Consolidated Independent School District (ECISD) for Asbestos Consulting Services. We understand that we have been chosen to provide these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Services Procurement Act.

Attached to this letter is one (1) copy of our 2010 Schedule of Fees for Asbestos Consulting Services that represent Terracon's Best and Final Offer, and our Agreement for Services for your review.

If you have any questions or comments, please give me a call to discuss. For more detailed information on all of Terracon's services please visit our web site at <http://www.terracon.com>.

Sincerely,
Terracon Consultants, Inc.



Jorge A. Flores, P.G.
Principal/Pharr Office Manager

Attachment: One (1) Copy of 2010 Schedule of Fees for Asbestos Consulting Services;
One (1) Copy of Terracon Agreement for Services

Terracon Consultants, Inc. 1500 Two Cities Drive Pharr, Texas 78577
P [956] 283 8254 F [956] 283 8279 terracon.com

Geotechnical ■ Environmental ■ Construction Materials ■ Facilities

Terracon

ENVIRONMENTAL CONSULTING SERVICES

2010 TERRACON SCHEDULE OF FEES FOR ECISD FOR ASBESTOS CONSULTING SERVICES

I. Asbestos Survey and Abatement Specifications	
i. Asbestos Consultant	\$ 95.00 / hr.
ii. Asbestos Inspector	\$ 75.00 / hr.
iii. PLM Bulk Sample Analysis	\$ 15.00 / ea.
iv. AAS Lead Paint Sample Analysis	\$ 15.00 / ea.
v. Word Processing	\$ 50.00 / hr.
vi. CAD Draftsman	\$ 55.00 / hr.
II. Asbestos Project Management	
i. Asbestos Consultant	\$ 95.00 / hr.
ii. Asbestos Project Manager	\$ 75.00 / hr.
iii. Asbestos Air Monitor	\$ 60.00 / hr.
1. (Includes up to 10 PCM Samples per day)	
iv. PCM Air Sample Analysis (Beyond 10 per day)	\$ 10.00 / ea.
v. TEM Air Sample Analysis (24 Hr. Turnaround)	\$ 75.00 / ea.
III. Travel Expenses	
a. Reimbursable Expenses are charged at cost plus 15%.	
Vehicle Charge, per day	\$ 60.00
Mileage (per mile)	\$ 0.58
Air Fare	cost +15%
Per Diem	\$ 125.00
Document Delivery/Overnight (per standard package)	\$ 20.00

Reliable • Responsive • Convenient • Innovative

1

APPROVAL OF A PURCHASE WITH LIBERTY SOURCE, LP FOR TPRI/TEJAS LEE ASSESSMENT SERVICES

Superintendent's Recommendation

That the Board of Trustees approve a purchase with Liberty Source, LP for TPRI/Tejas LEE assessment services.

Rationale

Each year our district must administer a diagnostic reading inventory to all kindergarten, 1st and 2nd grade students. TANGO is a data collection program from Liberty Source, LP that is used to collect the results from the TPRI/Tejas LEE assessment. TANGO is a product exclusively developed and produced by Liberty Source that provides teachers with immediate feedback regarding students' individual performance through the use of handheld modules. It will also provide strategies and activities for those students who are in need of immediate intervention and will conserve instructional time by providing teachers with more time to work with these students. This purchase meets purchasing law compliance because it is a sole source.

Connections to the District Plan: Academic Excellence District Performance Goal: Goal 1, ECISD will offer all students a challenging, high-quality curriculum and will provide an effective delivery system to ensure 90% of all students will achieve a minimum of 70 TLI (Texas Learning Index) on the Reading, Math, and Writing sections of the Spring 2010 TAKS Administration. *Initiative 10:* The district will support campus improvement efforts obtained through special grants.

Paperwork Impact

Minimal

Budgetary Information

This support services agreement for each elementary campus can be found attached.

Pending Board Approval of 2010-2011 Budget

Purchase Total - \$83,358.13

Account	Description	Appro.	Enc.	Exp.	Bal.
211-11-6399-00-999-130	General Supplies	404,484	0	0	404,484
211-13-6291-00-999-130	Consultant Services	400,000	0	0	400,000

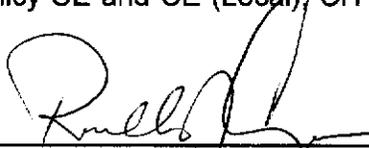
Resource Personnel

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

Board Policy Reference and Compliance

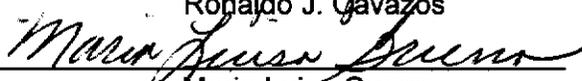
This is in compliance and in accordance with Board Policy CE and CE (Local), CH (Local) and EKC (Legal).

Prepared by:



 Ronaldo J. Cavazos

Approved by:



 Maria Luisa Guerra

Within Budgetary Allocation:



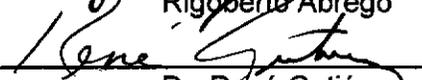
 Sylvia D. Garcia

Finance Department Approval:



 Rigoberto Abrego

Recommended by:



 Dr. René Gutiérrez
 Superintendent of Schools

EXHIBIT _____, PAGES _____



Send Processing Information to:

Liberty Source

2101 South IH 35, Suite 410
Austin, TX 78741
512-416-7774 phone
512-416-8200 fax

To: Ron Cavazos
Edinburg CISD
TPRI/Tejas LEE
2010-2011 School Year

August 10, 2010

Tango Student Software		Type	Part Number	Qty	Cost	Extended Cost
1	Tango Software: Tango Student Standard Module Annual RTUL - Grade K	Software	LS-TSP-SIM-K	2,385	\$6.50	\$15,502.50
2	Tango Software: Tango Student Standard Module Annual RTUL - Grade 1	Software	LS-TSP-SIM-1	2,496	\$6.50	\$16,224.00
3	Tango Software: Tango Student Standard Module Annual RTUL - Grade 2	Software	LS-TSP-SIM-2	2,454	\$6.50	\$15,951.00
4	Tango Software: Tango Student Progress Monitoring Module Annual RTUL - Grade K	Software	LS-PM-SIM-K	596	\$1.50	\$894.38
5	Tango Software: Tango Student Progress Monitoring Module Annual RTUL - Grade 1	Software	LS-PM-SIM-1	624	\$1.50	\$936.00
6	Tango Software: Tango Student Progress Monitoring Module Annual RTUL - Grade 2	Software	LS-PM-SIM-2	614	\$1.50	\$920.25
7	Tango Service: Data Processing Services: PEIMS and Roster Data Extraction and Load	Services	LS-TS-DS0	27	\$90.00	\$2,430.00
Recurring Cost						\$52,858.13

Tango Training		Type	Part Number	Qty	Cost	Extended Cost
8	Tango Training: BOY Kick-Off Training - Palm Users	Training	LS-OS-TS-D1.1	3	\$1,900.00	\$5,700.00
9	Tango Training: BOY Kick-Off Training - iPod Touch Users	Training	LS-OS-TS-D1.2	1	\$1,900.00	\$1,900.00
10	Tango Training: iPod Touch Accessory Kit for Tango Software (User Guide, Multimedia Tools)	Materials	LS-TS-IT	100	\$45.00	\$4,500.00
11	Tango Training: MOY Data Analysis and Review	Training	LS-OS-TS-D1.3	1	\$1,900.00	\$1,900.00
12	Tango Training: EOY Data Analysis and Review	Training	LS-OS-TS-D1.4	1	\$1,900.00	\$1,900.00
13	Tango Training: BOY/MOY/EOY Training Materials	Materials	LS-TS-TM-x3	27	\$100.00	\$2,700.00
14	Tango Training: TPRI/Tejas LEE Data Analysis and Intervention Training: Materials and Supplies (K-2)	Materials	LS-TS-TS1-DM1	340	\$35.00	\$11,900.00
Recurring Cost						\$30,500.00

Total	\$83,358.13
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The Tango RTUL is contingent on the end user's acquisition of a valid license for the referenced copyrighted products.

Tango Software
PK-12 Technology & Curriculum Integration Solutions for the Handheld

➔ EXHIBIT _____

SOLE SOURCE MEMORANDUM

DATE: August 10, 2010

TO: Rigoberto Abrego, Assistant Superintendent for Finance & Operations

FROM: Ronaldo J. Cavazos CAMPUS: Federal Programs

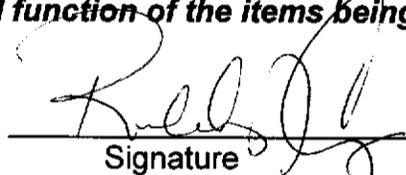
SUBJECT: SOLE SOURCE AFFIDAVIT FOR Liberty Source, L.P./Tango Software
(Name of Vendor)

PURCHASE AMOUNT: \$ 83,358.13 REQUISITION NO: _____

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

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 _____ Date 8/11/10

(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 _____

LIBERTY SOURCE, L.P. / TANGO SOFTWARE

SOLE SOURCE AFFIDAVIT

Before me, the undersigned official on this day personally appeared Edward Barrera, 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 **Edward Barrera**, I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am an authorized representative of **Liberty Source, L.P. and Tango Software**.
3. The above named company or firm is sole source of the following items(s) or product(s):
All software, installation, system integration, configuration and training for Tango Software
4. Completion in providing the above named item(s) or product(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 name item(s) or product(s) because of exclusive distribution or marketing rights.


Signature

08/10/2010
Date

COMPANY: Liberty Source, LP
 ADDRESS: 2101 South IH 35, Suite 410
 CITY, STATE: Austin, Texas
 ZIP CODE: 78741
 TELEPHONE: (512) 416-7774
 PLEASE PRINT NAME: Edward Barrera

THIS DOCUMENT MUST BE NOTARIZED:

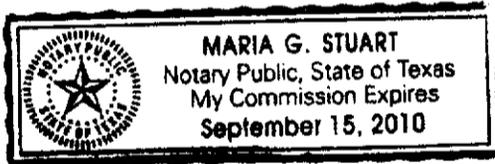
Subscribed and sworn to before me on this 10th day of August, 2010.

Notary Public, State of Texas

SEAL:

PRINT NAME:

MY COMMISSION EXPIRES:



Signature: *Maria G Stuart*

→ EXHIBIT _____

APPROVAL OF THE SERVICE AGREEMENT FOR 35 CAMPUSES WITH CREATIVE EDUCATION INSTITUTE (CEI)

Superintendent's Recommendation

That the Board of Trustees approve the service agreement for 35 campuses with Creative Education Institute (CEI).

Rationale

The Federal Programs and Curriculum and Instruction Departments are requesting approval to purchase maintenance agreements for all district campuses with Creative Education Institute (CEI) for instructional software. This instructional software, which is a major component of the district's dyslexia program, provides specific reading intervention strategies for identified dyslexic students and other at-risk students in the district. This service agreement will also provide essential components to the Creative Education Institute Labs such as formal teacher training, software updates, and instructionally related materials for teachers. This purchase meets purchasing law compliance and is a sole source.

Connections to the District Plan: Indicator Technology/Performance Goal III
 Initiative III: Increase academic performance across the curriculum through the use of technology.
 Strategy 1: Enhance student performance through the use of technology.

Budgetary Information

Pending Board Approval 2010-2011 Budget

Account	Description	Appro.	Enc.	Exp.	Balance
161-11-6249-31-xxx-030	Contracted Maint & Repairs	122,500.00	0	0	122,500.00
Total Purchase					\$122,500.00

Resource Personnel

René Gutiérrez, Superintendent of Schools
 Maria Luisa Guerra, Assistant Superintendent for Instruction and Support Services
 Ronaldo J. Cavazos, Director of Federal Programs
 Area Directors
 Yvonne Chapa, Reading Specialist

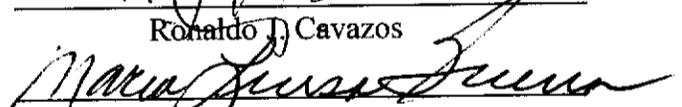
Board Policy Reference and Compliance

This item is in accordance with Board Policy CH (Legal/Local), Purchasing Law Bidding Requirements

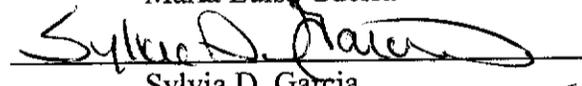
Requested by:


 Ronaldo J. Cavazos

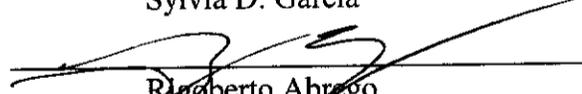
Approved by:


 Maria Luisa Guerra

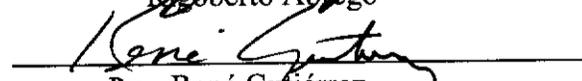
Within Budgetary Allocation


 Sylvia D. Garcia

Finance Dept. Approval:


 Rogoberto Abrego

Recommended by:


 Dr. René Gutiérrez
 Superintendent of Schools

→ EXHIBIT _____, PAGES _____

2010-11-17 10:10 AM ROND M

SOLE SOURCE MEMORANDUM

DATE: June 23, 2010

TO: Rigoberto Abrego, Assistant Superintendent for Finance & Operations

FROM: Ronaldo J. Cavazos CAMPUS: Federal Programs

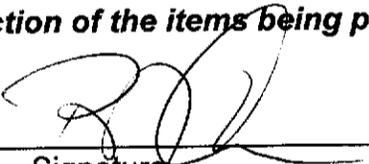
SUBJECT: SOLE SOURCE AFFIDAVIT FOR Creative Education Institute
(Name of Vendor)

PURCHASE AMOUNT: \$ 122,500.00 REQUISITION NO: _____

DESCRIPTION OF ITEMS OR SERVICE: (Attach additional documentation, if necessary)
2010-2011 Annual Support and Maintenance Agreements

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

8/16/10

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 _____



Edinburg Consolidated Independent School District
Sole Source Affidavit

RESET FORM

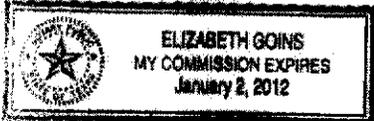
BEFORE ME, the undersigned official, on this day, personally appeared Thomas Johnson
A person known to me to be the person whose signature appears below, who after being duly sworn upon his oath deposed and said:

1. My name is Thomas 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:
Creative Education Institute
3. The above named company or firm is the sole source of the following item(s) or product(s): (Attach list if necessary)
Essential Learning Systems (ELS)
Mathematical Learning Systems (MLS)
Science Learning Systems (SLS)
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.

Thomas D. Johnson
(Signature)

SUBSCRIBED AND SWORN to before me on this 23 day of June, 2010

(Seal)



Elizabeth Goins
(Notary Public, State of Texas)

Elizabeth Goins
(Printed Name)

Jan 2, 2012
(Date Commission Expires)

Company Name: Creative Education Institute

Address: P.O. Box 7306

City, State, Zip: Waco TX 76714-7306

Telephone: 254-751-1188 Fax: ~~254~~ 888-475-2402

Contact Person: Thomas Johnson Email: ~~tomj@celearning.com~~
Tomj

→ EXHIBIT _____



CEI Professional Support and Software Maintenance Agreement August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Austin Elementary School
Location: Austin Elementary School
Annual Fee: \$3,500

*plus sales tax where required by state law; **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

This annual CEI support agreement provides for the materials, training and support detailed below. Receipt of your approved agreement and purchase order number by May 15, 2010, ensures shipment of materials prior to the new school year. **Unless otherwise requested, CEI will not invoice this agreement until August 2010.**

Upgrades, Enhancements and Supplementary Materials

- Software upgrades as they apply to your current program and computer/network capacity
- Enhancements and updates to resource manuals throughout the year
- Supplementary materials and software to improve reading or mathematics achievement

Advanced Communications and Support

- Unlimited use of the Web-based Activity Center (WAC) from anywhere with Internet access
- Toll-free Technical Support to address software, hardware and network issues
- Toll-free Customer Service support for non-technical issues
- Unlimited E-mail and telephone communication with your Solutions Analyst
- On-demand virtual visits through CEI Direct
- Internet support through the CEI website — 24 hours a day, 7 days a week

Professional Training and Development

- Professional training for new or replacement lab personnel (1 person for every 5 stations)
- On-site service visit by a CEI professional
- Customized 60-minute in-service presentation for faculty
- Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
- Achievement certificates for all students who complete the program
- Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: Austin Elementary School
 Attn: CEI Lab
 1023 E. Kuhn Street
 Edinburg, TX 78539

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

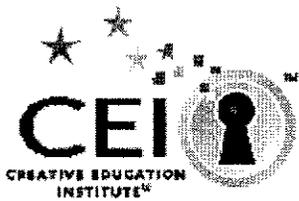
Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

**Please fax to 888-475-2402, or mail to:
 Attn: Support Agreements
 Creative Education Institute
 1105 Wooded Acres, Suite 700
 Waco, Texas 76710**

Creative Education Institute®, Essential Learning Systems®, Mathematical Learning Systems®, CEI®, ELS®, MLS®, and are registered trademarks of Creative Education Institute®.



CEI Professional Support and Software Maintenance Agreement August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Avila Elementary School
Location: Avila Elementary School
Annual Fee: \$3,500

*plus sales tax where required by state law; **Fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Upgrades, Enhancements and Supplementary Materials

- Software upgrades as they apply to your current program and computer/network capacity
- Enhancements and updates to resource manuals throughout the year
- Supplementary materials and software to improve reading or mathematics achievement

Advanced Communications and Support

- Unlimited use of the Web-based Activity Center (WAC) from anywhere with Internet access
- Toll-free Technical Support to address software, hardware and network issues
- Toll-free Customer Service support for non-technical issues
- Unlimited E-mail and telephone communication with your Solutions Analyst
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- Internet support through the CEI website — 24 hours a day, 7 days a week

Professional Training and Development

- Professional training for new or replacement lab personnel (1 person for every 5 stations)
- On-site service visit by a CEI professional
- Customized 60-minute in-service presentation for faculty
- Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
- Achievement certificates for all students who complete the program
- Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
Edinburg CISD
PO Box 990
Edinburg, TX 78540

Shipping Address: Avila Elementary School
Attn: CEI Lab
9205 N. Alamo
Edinburg, TX 78541

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

Printed Name: _____

Title: _____

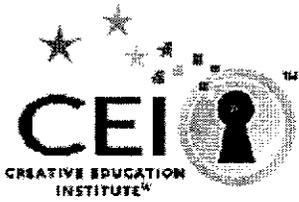
Signature: _____

Date: _____

Purchase Order Number: _____

**Please fax to 888-475-2402, or mail to:
Attn: Support Agreements
Creative Education Institute
1105 Wooded Acres, Suite 700
Waco, Texas 76710**

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CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: B L Garza Middle School
Location: B L Garza Middle School
Annual Fee: \$3,500

*plus sales tax where required by state law; **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Upgrades, Enhancements and Supplementary Materials

- Software upgrades as they apply to your current program and computer/network capacity
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Advanced Communications and Support

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Professional Training and Development

- Professional training for new or replacement lab personnel (1 person for every 5 stations)
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- Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
- Achievement certificates for all students who complete the program
- Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: B L Garza Middle School
 Attn: CEI Lab
 1202 N MomMack Road
 Edinburg, TX 78539

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

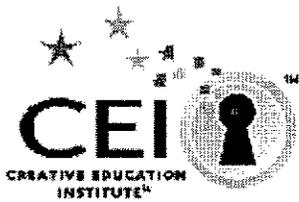
Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

**Please fax to 888-475-2402, or mail to:
 Attn: Support Agreements
 Creative Education Institute
 1105 Wooded Acres, Suite 700
 Waco, Texas 76710**

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CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Betts Elementary School
Location: Betts Elementary School
Annual Fee: \$3,500

*plus sales tax where required by state law. **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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- Internet support through the CEI website — 24 hours a day, 7 days a week

Professional Training and Development

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- Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
- Achievement certificates for all students who complete the program
- Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: Betts Elementary School
 Attn: CEI Lab
 2320 S Cesar Chaves
 Edinburg, TX 78539

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

**Please fax to 888-475-2402, or mail to:
 Attn: Support Agreements
 Creative Education Institute
 1105 Wooded Acres, Suite 700
 Waco, Texas 76710**

Creative Education Institute®, Essential Learning Systems®, Mathematical Learning Systems®, CEI®, ELS®, MLS®, and are registered trademarks of Creative Education Institute®.



CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Brewster Elementary School
Location: Brewster Elementary School
Annual Fee: \$3,500

*plus sales tax where required by state law. **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

This annual CEI support agreement provides for the materials, training and support detailed below. Receipt of your approved agreement and purchase order number by May 15, 2010, ensures shipment of materials prior to the new school year. **Unless otherwise requested, CEI will not invoice this agreement until August 2010.**

Upgrades, Enhancements and Supplementary Materials

- Software upgrades as they apply to your current program and computer/network capacity
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Advanced Communications and Support

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- Toll-free Customer Service support for non-technical issues
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Professional Training and Development

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- Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
- Achievement certificates for all students who complete the program
- Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: Brewster Elementary School
 Attn: CEI Lab
 Route 3 Box 101
 Edinburg, TX 78540

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

**Please fax to 888-475-2402, or mail to:
 Attn: Support Agreements
 Creative Education Institute
 1105 Wooded Acres, Suite 700
 Waco, Texas 76710**

Creative Education Institute®, Essential Learning Systems®, Mathematical Learning Systems®, CEI®, ELS®, MLS®, and are registered trademarks of Creative Education Institute®.



CEI Professional Support and Software Maintenance Agreement August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Cano-Gonzalez Elem School
Location: Cano Gonzalez Elem School
Annual Fee: \$3,500

*plus sales tax where required by state law, **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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- Interactive awareness session for parents/community members

Recognition Programs

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- Achievement certificates for all students who complete the program
- Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
Edinburg CISD
PO Box 990
Edinburg, TX 78540

Shipping Address: Cano Gonzalez Elem School
Attn: CEI Lab
1701 S Raul Longoria St
Edinburg, TX 78539

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Purchase Order Number: _____

**Please fax to 888-475-2402, or mail to:
Attn: Support Agreements
Creative Education Institute
1105 Wooded Acres, Suite 700
Waco, Texas 76710**

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CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Canterbury Elementary School
Location: Canterbury Elem School
Annual Fee: \$3,500

*plus sales tax where required by state law. **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

This annual CEI support agreement provides for the materials, training and support detailed below. Receipt of your approved agreement and purchase order number by May 15, 2010, ensures shipment of materials prior to the new school year. **Unless otherwise requested, CEI will not invoice this agreement until August 2010.**

Upgrades, Enhancements and Supplementary Materials

- Software upgrades as they apply to your current program and computer/network capacity
- Enhancements and updates to resource manuals throughout the year
- Supplementary materials and software to improve reading or mathematics achievement

Advanced Communications and Support

- Unlimited use of the Web-based Activity Center (WAC) from anywhere with Internet access
- Toll-free Technical Support to address software, hardware and network issues
- Toll-free Customer Service support for non-technical issues
- Unlimited E-mail and telephone communication with your Solutions Analyst
- On-demand virtual visits through CEI Direct
- Internet support through the CEI website — 24 hours a day, 7 days a week

Professional Training and Development

- Professional training for new or replacement lab personnel (1 person for every 5 stations)
- On-site service visit by a CEI professional
- Customized 60-minute in-service presentation for faculty
- Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
- Achievement certificates for all students who complete the program
- Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: Canterbury Elem School
 Attn: CEI Lab
 2821 W Canton Ave
 Edinburg, TX 78539

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

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 Waco, Texas 76710**

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CEI Professional Support and Software Maintenance Agreement August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Cavazos Elementary School
Location: Cavazos Elementary School
Annual Fee: \$3,500

*plus sales tax where required by state law; **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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- Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
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Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: Cavazos Elementary School
 Attn: CEI Lab
 1501 W Freddie Gonzalez
 McAllen, TX 78504

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Purchase Order Number: _____

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CEI Professional Support and Software Maintenance Agreement August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: De La Vina Elementary School
Location: De La Vina Elementary School
Annual Fee: \$3,500

*plus sales tax where required by state law, **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Upgrades, Enhancements and Supplementary Materials

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Advanced Communications and Support

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- Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
- Achievement certificates for all students who complete the program
- Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
Edinburg CISD
PO Box 990
Edinburg, TX 78540

Shipping Address: De La Vina Elementary School
Attn: CEI Lab
1001 S Jackson Rd
Edinburg, TX 78539

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Purchase Order Number: _____

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Waco, Texas 76710**

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CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: E B Guerra Elementary School
Location: E B Guerra Elementary School
Annual Fee: \$3,500

*plus sales tax where required by state law, **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
- Achievement certificates for all students who complete the program
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Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: E B Guerra Elementary School
 Attn: CEI Lab
 10010 North Villa Fernandez
 Edinburg, TX 78539

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

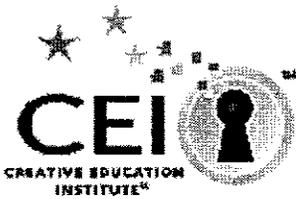
Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

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CEI Professional Support and Software Maintenance Agreement August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Economedes High School
Location: Economedes High School
Annual Fee: \$3,500

*plus sales tax where required by state law; **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Interactive awareness session for parents/community members

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Achievement certificates for all students who complete the program
Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
Edinburg CISD
PO Box 990
Edinburg, TX 78540

Shipping Address: Economedes High School
Attn: CEI Lab
1414 North Alamo Road
Edinburg, TX 78539

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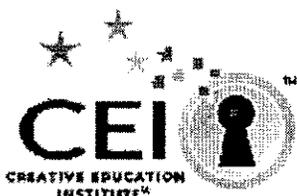
Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

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CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Edinburg High School
Location: Edinburg High School
Annual Fee: \$3,500

*plus sales tax where required by state law. **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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- Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
- Achievement certificates for all students who complete the program
- Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
Edinburg CISD
PO Box 990
Edinburg, TX 78540

Shipping Address: Edinburg High School
Attn: CEI Lab
801 E Canton Ave
Edinburg, TX 78539

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Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

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CEI Professional Support and Software Maintenance Agreement August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Edinburg North High School
Location: Edinburg North High School
Annual Fee: \$3,500

*plus sales tax where required by state law; **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Upgrades, Enhancements and Supplementary Materials

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Supplementary materials and software to improve reading or mathematics achievement

Advanced Communications and Support

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Internet support through the CEI website — 24 hours a day, 7 days a week

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On-site service visit by a CEI professional
Customized 60-minute in-service presentation for faculty
Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine, which recognizes students, staff, schools and districts
Achievement certificates for all students who complete the program
Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
Edinburg CISD
PO Box 990
Edinburg, TX 78540

Shipping Address: Edinburg North High School
Attn: CEI Lab
3101 N Closner
Edinburg, TX 78539

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Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

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CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Edinburg South Middle School
Location: Edinburg South Middle School
Annual Fee: \$3,500

*plus sales tax where required by state law; **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
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Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: Edinburg South Middle School
 Attn: CEI Lab
 601 W Freddy Gonzalez Dr
 Edinburg, TX 78539

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

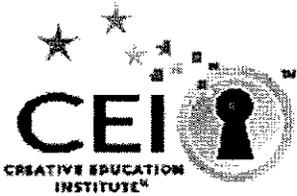
Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

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CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Eisenhower Elementary School
Location: Eisenhower Elementary School
Annual Fee: \$3,500

*plus sales tax where required by state law. **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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- Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
- Achievement certificates for all students who complete the program
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Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: Eisenhower Elementary School
 Attn: CEI Lab
 2901 E Russel Rd
 Edinburg, TX 78539

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

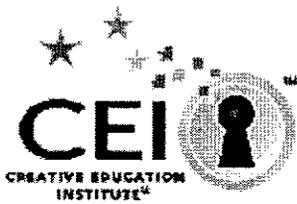
Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

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CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Escandon Elementary School
Location: Escandon Elementary School
Annual Fee: \$3,500

*plus sales tax where required by state law. **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
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Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: Escandon Elementary School
 Attn: CEI Lab
 1100 E Trenton Rd
 Edinburg, TX 78539

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Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

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CEI Professional Support and Software Maintenance Agreement August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Esparza Elementary School
Location: Esparza Elementary School
Annual Fee: \$3,500

*plus sales tax where required by state law. **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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- SHARE Magazine*, which recognizes students, staff, schools and districts
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Billing Address: Mr. Ron Cavazos
Edinburg CISD
PO Box 990
Edinburg, TX 78540

Shipping Address: Esparza Elementary School
Attn. CEI Lab
2510 S. Cesar Chavez
Edinburg, TX 78541

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

Printed Name: _____

Title: _____

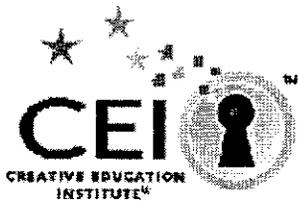
Signature: _____

Date: _____

Purchase Order Number: _____

**Please fax to 888-475-2402, or mail to:
Attn: Support Agreements
Creative Education Institute
1105 Wooded Acres, Suite 700
Waco, Texas 76710**

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CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Francisco Barrientes Middle School
Location: Francisco Barrientes Middle
Annual Fee: \$3,500

*plus sales tax where required by state law; **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Upgrades, Enhancements and Supplementary Materials

- Software upgrades as they apply to your current program and computer/network capacity
- Enhancements and updates to resource manuals throughout the year
- Supplementary materials and software to improve reading or mathematics achievement

Advanced Communications and Support

- Unlimited use of the Web-based Activity Center (WAC) from anywhere with Internet access
- Toll-free Technical Support to address software, hardware and network issues
- Toll-free Customer Service support for non-technical issues
- Unlimited E-mail and telephone communication with your Solutions Analyst
- On-demand virtual visits through CEI Direct
- Internet support through the CEI website — 24 hours a day, 7 days a week

Professional Training and Development

- Professional training for new or replacement lab personnel (1 person for every 5 stations)
- On-site service visit by a CEI professional
- Customized 60-minute in-service presentation for faculty
- Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
- Achievement certificates for all students who complete the program
- Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: Francisco Barrientes Middle
 Attn. CEI Lab
 1100 E. Ebony
 Edinburg, TX 78539

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Printed Name: _____

Title: _____

Signature: _____

Date: _____

Purchase Order Number: _____

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Waco, Texas 76710

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CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Freddy Gonzalez Elem School
Location: Freddy Gonzalez Elem School
Annual Fee: \$3,500

*plus sales tax where required by state law; **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: Freddy Gonzalez Elem School
 Attn: CEI Lab
 2401 S Sugar Rd
 Edinburg, TX 78539

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Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

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 Waco, Texas 76710**

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CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Hargill Elementary School
Location: Hargill Elementary School
Annual Fee: \$3,500

*Plus sales tax where required by state law; **Fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
- Achievement certificates for all students who complete the program
- Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: Hargill Elementary School
 Attn: CEI Lab
 4th & Wilson Avenue
 Hargill, TX 78549

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

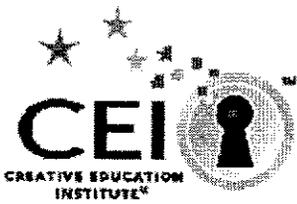
Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

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CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Harwell Junior High School
Location: Harwell Jr High
Annual Fee: \$3,500

*plus sales tax where required by state law, **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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- Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
- Achievement certificates for all students who complete the program
- Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: Harwell Jr High
 Attn: CEI Lab
 1100 E Ebony Ln
 Edinburg, TX 78539

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

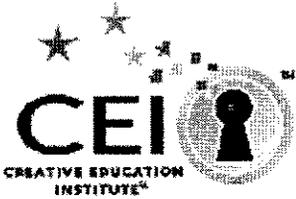
Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

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CEI Professional Support and Software Maintenance Agreement August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Jefferson Elementary School
Location: Jefferson Elementary
Annual Fee: \$3,500

*plus sales tax where required by state law; **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine, which recognizes students, staff, schools and districts
Achievement certificates for all students who complete the program
Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
Edinburg CISD
PO Box 990
Edinburg, TX 78540

Shipping Address: Jefferson Elementary
Attn: CEI Lab
904 S 12th Ave
Edinburg, TX 78539

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

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CEI Professional Support and Software Maintenance Agreement August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: John F Kennedy Elementary School
Location: John F Kennedy Elementary
Annual Fee: \$3,500

*plus sales tax where required by state law; **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine, which recognizes students, staff, schools and districts
Achievement certificates for all students who complete the program
Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
Edinburg CISD
PO Box 990
Edinburg, TX 78540

Shipping Address: John F Kennedy Elementary
Attn: CEI Lab
87th and Tex-Mex
San Carlos, TX 78539

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

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Waco, Texas 76710

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CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Lincoln Elementary School
Location: Lincoln Elementary School
Annual Fee: \$3,500

*plus sales tax where required by state law; **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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- Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
- Achievement certificates for all students who complete the program
- Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: Lincoln Elementary School
 Attn: CEI Lab
 1319 E Lovett St
 Edinburg, TX 78539

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

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CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Lorenzo De Zavala Elem School
Location: Lorenzo De Zavala Elem School
Annual Fee: \$3,500

*plus sales tax where required by state law; **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Recognition Programs

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Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: Lorenzo De Zavala Elem School
 Attn: CEI Lab
 3615 W Rogers Rd
 Edinburg, TX 78539

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Printed Name: _____ Title: _____

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CEI Professional Support and Software Maintenance Agreement August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Lyndon B Johnson Elem School
Location: Lyndon B Johnson Elementary
Annual Fee: \$3,500

*plus sales tax where required by state law. **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Billing Address: Mr. Ron Cavazos
Edinburg CISD
PO Box 990
Edinburg, TX 78540

Shipping Address: Lyndon B Johnson Elementary
Attn: CEI Lab
1801 W Sprague St
Edinburg, TX 78539

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Printed Name: _____ Title: _____

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CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Magee Elementary School
Location: Magee Elementary School
Annual Fee: \$3,500

*plus sales tax where required by state law. **Fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: Magee Elementary School
 Attn. CEI Lab
 3420 Rogers Rd.
 Edinburg, TX 78541

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

Printed Name: _____

Title: _____

Signature: _____

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CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Memorial Jr High School
Location: Memorial Jr High School
Annual Fee: \$3,500

*plus sales tax where required by state law, **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: Memorial Jr High School
 Attn: CEI Lab
 3105 N Doolittle Rd
 Edinburg, TX 78539

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Purchase Order Number: _____

**Please fax to 888-475-2402, or mail to:
 Attn: Support Agreements
 Creative Education Institute
 1105 Wooded Acres, Suite 700
 Waco, Texas 76710**

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CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Monte Cristo Elementary School
Location: Monte Cristo Elementary School
Annual Fee: \$3,500

*plus sales tax where required by state law, **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

This annual CEI support agreement provides for the materials, training and support detailed below. Receipt of your approved agreement and purchase order number by May 15, 2010, ensures shipment of materials prior to the new school year. **Unless otherwise requested, CEI will not invoice this agreement until August 2010.**

Upgrades, Enhancements and Supplementary Materials

- Software upgrades as they apply to your current program and computer/network capacity
- Enhancements and updates to resource manuals throughout the year
- Supplementary materials and software to improve reading or mathematics achievement

Advanced Communications and Support

- Unlimited use of the Web-based Activity Center (WAC) from anywhere with Internet access
- Toll-free Technical Support to address software, hardware and network issues
- Toll-free Customer Service support for non-technical issues
- Unlimited E-mail and telephone communication with your Solutions Analyst
- On-demand virtual visits through CEI Direct
- Internet support through the CEI website — 24 hours a day, 7 days a week

Professional Training and Development

- Professional training for new or replacement lab personnel (1 person for every 5 stations)
- On-site service visit by a CEI professional
- Customized 60-minute in-service presentation for faculty
- Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
- Achievement certificates for all students who complete the program
- Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
Edinburg CISD
PO Box 990
Edinburg, TX 78540

Shipping Address: Monte Cristo Elementary School
Attn: CEI Lab
4010 North Doolittle Rd
Edinburg, TX 78541

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

Printed Name: _____

Title: _____

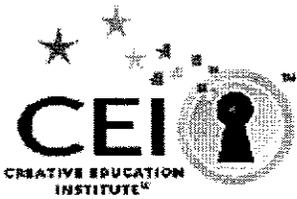
Signature: _____

Date: _____

Purchase Order Number: _____

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1105 Wooded Acres, Suite 700
Waco, Texas 76710**

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CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Robert E Lee Elementary School
Location: Robert E Lee Elementary
Annual Fee: \$3,500

*plus sales tax where required by state law; **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Upgrades, Enhancements and Supplementary Materials

- Software upgrades as they apply to your current program and computer/network capacity
- Enhancements and updates to resource manuals throughout the year
- Supplementary materials and software to improve reading or mathematics achievement

Advanced Communications and Support

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- Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
- Achievement certificates for all students who complete the program
- Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: Robert E Lee Elementary
 Attn: CEI Lab
 1215 W Sprague St
 Edinburg, TX 78539

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

**Please fax to 888-475-2402, or mail to:
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 Creative Education Institute
 1105 Wooded Acres, Suite 700
 Waco, Texas 76710**

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CEI Professional Support and Software Maintenance Agreement August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: San Carlos Elementary School
Location: San Carlos Elementary School
Annual Fee: \$3,500

*plus sales tax where required by state law. **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Upgrades, Enhancements and Supplementary Materials

- Software upgrades as they apply to your current program and computer/network capacity
- Enhancements and updates to resource manuals throughout the year
- Supplementary materials and software to improve reading or mathematics achievement

Advanced Communications and Support

- Unlimited use of the Web-based Activity Center (WAC) from anywhere with Internet access
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- On-site service visit by a CEI professional
- Customized 60-minute in-service presentation for faculty
- Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
- Achievement certificates for all students who complete the program
- Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: San Carlos Elementary School
 Attn: CEI Lab
 505 South 83rd Street
 Edinburg, TX 78539

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

**Please fax to 888-475-2402, or mail to:
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 Creative Education Institute
 1105 Wooded Acres, Suite 700
 Waco, Texas 76710**

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CEI Professional Support and Software Maintenance Agreement August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Travis Elementary School
Location: Travis Elementary
Annual Fee: \$3,500

*plus sales tax where required by state law. **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Upgrades, Enhancements and Supplementary Materials

- Software upgrades as they apply to your current program and computer/network capacity
Enhancements and updates to resource manuals throughout the year
Supplementary materials and software to improve reading or mathematics achievement

Advanced Communications and Support

- Unlimited use of the Web-based Activity Center (WAC) from anywhere with Internet access
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On-site service visit by a CEI professional
Customized 60-minute in-service presentation for faculty
Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine, which recognizes students, staff, schools and districts
Achievement certificates for all students who complete the program
Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
Edinburg CISD
PO Box 990
Edinburg, TX 78540

Shipping Address: Travis Elementary
Attn: CEI Lab
1200 S 21st St
Edinburg, TX 78539

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

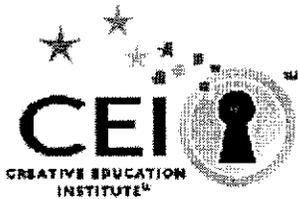
Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

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Waco, Texas 76710

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CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Trevino Elementary School
Location: Trevino Elementary School
Annual Fee: \$3,500

*plus sales tax where required by state law; **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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- Interactive awareness session for parents/community members

Recognition Programs

- SHARE Magazine*, which recognizes students, staff, schools and districts
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- Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: Trevino Elementary School
 Attn: CEI Lab
 909 S Monmack
 Edinburg, TX 78539

My signature below indicates that the lab information at the top of this form is correct and that I have made the necessary corrections to the above addresses. I understand and approve of the terms in this CEI support agreement, and I authorize the shipment of materials and agree to the invoicing requirements.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

Please fax to 888-475-2402, or mail to:
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Waco, Texas 76710

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CEI Professional Support and Software Maintenance Agreement August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Truman Elementary School
Location: Truman Elementary School
Annual Fee: \$3,500

*plus sales tax where required by state law, **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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Billing Address: Mr. Ron Cavazos
Edinburg CISD
PO Box 990
Edinburg, TX 78540

Shipping Address: Truman Elementary School
Attn: CEI Lab
701 W Rogers Rd
Edinburg, TX 78539

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Printed Name: _____

Title: _____

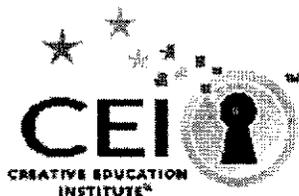
Signature: _____

Date: _____

Purchase Order Number: _____

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Waco, Texas 76710

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CEI Professional Support and Software Maintenance Agreement

August 1, 2010, through July 31, 2011

Contact on Record: Ron Cavazos
Title: Director of Federal Programs
Company: Edinburg CISD

Product: ELS
Lab Name: Villarreal Elementary School
Location: Villarreal Elementary School
Annual Fee: \$3,500

*plus sales tax where required by state law. **fee may reflect a multiple product or multiple lab discount and may not apply if the number of products or number of labs at a single site changes

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- Annual awards and contests to honor both students and faculty

Billing Address: Mr. Ron Cavazos
 Edinburg CISD
 PO Box 990
 Edinburg, TX 78540

Shipping Address: Villarreal Elementary School
 Attn: CEI Lab
 4014 North Doolittle Rd
 Edinburg, TX 78539

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Printed Name: _____ Title: _____

Signature: _____ Date: _____

Purchase Order Number: _____

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APPROVAL OF RESOLUTION NO. 2010-10 STATING ANNUAL REVIEW OF DISTRICT'S INVESTMENT POLICY AND STRATEGIES

Superintendent's Recommendation

That the Board of Trustees approve Resolution Stating that the District's Investment Policy and Strategies have been reviewed by the Executive Committee with no changes being recommended at this time.

Rationale

Section 2256.005 (e) of the Texas Government Code requires that the Board of Trustees take formal action stating that its investment policy and strategies have been reviewed and that changes if any have been made to the policy. Executive Committee reviewed policy and strategies on August 24, 2010. Attached are the copies of the required investment training completed by the three investment officers for the District. Texas Government Code 2256.008 (a) requires the Investment Officer(s) of the District to attend an investment training session not less than once in a two-year period and receive not less than ten hours of instruction relating to investment responsibilities.

Budgetary Information

No additional paperwork will be generated.

Resource Personnel

Dr. René Gutiérrez
Rigoberto V. Abrego
Sylvia D. Garcia
Oscar Silva

Board Policy Reference

This is in accordance with Board Policy CDA Legal and CDA Local

Prepared by:



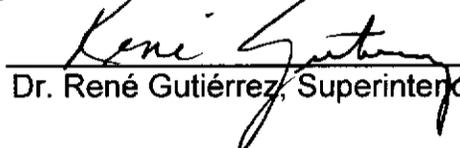
Sylvia D. Garcia, Director of Finance

Approved by:



Rigoberto V. Abrego, Assistant Superintendent
for Finance & Operations

Recommended By:



Dr. René Gutiérrez, Superintendent

**RESOLUTION No. 2010 – 10 STATING ANNUAL REVIEW OF
DISTRICT'S INVESTMENT POLICY & STRATEGIES**

WHEREAS, Section 2256.005(e), Texas Government Code, as amended, requires that the governing body of an entity review its Investment Policy and Investment Strategies annually;

WHEREAS, the District's Investment Committee comprised of the executive officers of the Board met on August 24, 2010 to review the Investment Policies and Investment Strategies of the District;

WHEREAS, after the review of the Investment Policies and Investment Strategies, the Board of Trustees recommended no changes be made at this time to the Investment Policies and Investment Strategies of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Trustees of the Edinburg Consolidated Independent School District as follows:

- 1. That the District's Investment Committee has completed an annual review of its Investment Policies and Investment Strategies as required by Section 2256.005(e), Texas Government Code, as amended.**
- 2. It is hereby found, determined and declared that a sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees of the Edinburg Consolidated Independent School District at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public at the regular meeting place of the government body for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by the law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and the contents and posting thereof.**

Finally passed and adopted this the 24th day of August 2010.

**_____
Omar Palacios, President of Board of Trustees**

Attested:

**_____
Ciro Treviño, Secretary of Board of Trustees**

EXHIBIT _____

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

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

WRITTEN POLICIES

Investments shall be made in accordance with written policies approved by the Board. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the District's funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the District;
3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;
4. Methods to monitor the market price of investments acquired with public funds; and
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis.

Gov't Code 2256.005(b)

ANNUAL REVIEW

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

ANNUAL AUDIT

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

INVESTMENT
STRATEGIES

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

1. Understanding of the suitability of the investment to the financial requirements of the District;

DATE ISSUED: 11/13/2008
UPDATE 84
CDA(LEGAL)-P

1 of 11

2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the investment needs to be liquidated before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

Gov't Code 2256.005(d)

INVESTMENT
OFFICER

The District shall designate one or more officers or employees as investment officer(s) to be responsible for the investment of its funds. If the District has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting Board's District. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances that a prudent person would exercise in the management of the person's own affairs, but the Board retains the ultimate responsibility as fiduciaries of the assets of the District. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity. Authority granted to a person to invest the District's funds is effective until rescinded by the District or until termination of the person's employment by the District, or for an investment management firm, until the expiration of the contract with the District. *Gov't Code 2256.005(f)*

A District or investment officer may use the District's employees or the services of a contractor of the District to aid the investment officer in the execution of the officer's duties under Government Code, Chapter 2256. *Gov't Code 2256.003(c)*

INVESTMENT
TRAINING
INITIAL

Within 12 months after taking office or assuming duties, the treasurer or chief financial officer and the investment officer of the District shall attend at least one training session from an independent source approved either by the Board or by a designated investment committee advising the investment officer. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

WITHIN A TWO-
YEAR PERIOD

The treasurer or chief financial officer and the investment officer must also attend an investment training session not less than once in a two-year period and receive not less than ten hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the Board

DATE ISSUED: 11/13/2008
UPDATE 84
CDA(LEGAL)-P

2 of 11

or a designated investment committee advising the investment officer. If the District has contracted with another investing entity to invest the District's funds, this training requirement may be satisfied by having a Board officer attend four hours of appropriate instruction in a two-year period. *Gov't Code 2256.008(a), (b)*

Investment training shall include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Government Code, Chapter 2256. *Gov't Code 2256.008(c)*

STANDARD OF
CARE

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

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

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

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

Gov't Code 2256.006

PERSONAL
INTEREST

A District investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the District shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573, to an individual seeking to sell an investment to the investment officer's District shall file a statement disclosing that relationship. A required statement must be filed with the Board and with the Texas Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

DATE ISSUED: 11/13/2008
UPDATE 84
CDA(LEGAL)-P

3 of 11

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

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

Gov't Code 2256.005(i)

QUARTERLY
REPORTS

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

1. Contain a detailed description of the investment position of the District on the date of the report;
2. Be prepared jointly and signed by all District investment officers.
3. Contain a summary statement for each pooled fund group (i.e., each internally created fund in which one or more accounts are combined for investing purposes). The report must be prepared in compliance with generally accepted accounting principles and must state:
 - a. Beginning market value for the reporting period;
 - b. Additions and changes to the market value during the period;
 - c. Ending market value for the period; and
 - d. Fully accrued interest for the reporting period.
4. State the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested.
5. State the maturity date of each separately invested asset that has a maturity date.
6. State the account or fund or pooled group fund in the District for which each individual investment was acquired.

DATE ISSUED: 11/13/2008
UPDATE 84
CDA(LEGAL)-P

4 of 11

EXHIBIT _____

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

- 7. State the compliance of the investment portfolio of the District as it relates to the District's investment strategy expressed in the District's investment policy and relevant provisions of Government Code, Chapter 2256.

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

Gov't Code 2256.023

SELECTION OF
BROKER

The Board or a designated investment committee, shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the District. *Gov't Code 2256.025*

AUTHORIZED
INVESTMENTS

The Board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. Investments may be made directly by the Board or by a nonprofit corporation acting on behalf of the Board or an investment pool acting on behalf of two or more local governments, state agencies, or a combination of the two. *Gov't Code 2256.003(a)*

In the exercise of these powers, the Board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made for such purpose may not be for a term longer than two years. A renewal or extension of the contract must be made by the Board by order, ordinance, or resolution. *Gov't Code 2256.003(b)*

The following investments are authorized:

- 1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities; direct obligations of the state of Texas or its agencies and instrumentalities; collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the state of Texas, the United States, or their respective agencies and instrumentalities; ob-

DATE ISSUED: 11/13/2008
UPDATE 84
CDA(LEGAL)-P

5 of 11

ligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; and bonds issued, assumed, or guaranteed by the state of Israel. *Gov't Code 2256.009(a)*

The following investments are not authorized:

- a. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- c. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.
- d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Gov't Code 2256.009(b)

2. Certificates of deposit or share certificates issued by a depository institution that has its main office or a branch office in Texas that is guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor and is secured by obligations described in item 1 above, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates (but excluding those mortgage-backed securities described in Section 2256.009[b]) or secured in any other manner and amount provided by law for the deposits of the investing entity. *Gov't Code 2256.010(a)*

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under Government Code 2256.010:

- a. The funds are invested by the District through a depository institution that has its main office or a branch office in this state and that is selected by the District;
- b. The depository institution selected by the District arranges for the deposit of the funds in certificates of de-

posit in one or more federally insured depository institutions, wherever located, for the account of the District;

- c. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States;
- d. The depository institution selected by the District acts as custodian for the District with respect to the certificates of deposit issued for the account of the District entity; and
- e. At the same time that the funds are deposited and the certificates of deposit are issued for the account of the District, the depository institution selected by the District receives an amount of deposits from customers of other federally insured depository institutions, wherever located, that is equal to or greater than the amount of the funds invested by the District through the depository institution.

Gov't Code 2256.010(b)

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

- 3. Fully collateralized repurchase agreements that have a defined termination date, are secured by obligations of the United States or its agencies and instrumentalities, are pledged to the District, held in the District's name, and deposited with the District or a third party selected and approved by the Board, and placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas. The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by the District under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement. *Gov't Code 2256.011*
- 4. A securities lending program if:
 - a. The value of securities loaned is not less than 100 percent collateralized, including accrued income, and the loan allows for termination at any time;

DATE ISSUED: 11/13/2008
UPDATE 84
CDA(LEGAL)-P

7 of 11

EXHIBIT _____

- b. The loan is secured by:
 - (1) Pledged securities described by Government Code 2256.009;
 - (2) Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
 - (3) Cash invested in accordance with Government Code 2256.009, 2256.013, 2256.014, or 2256.016;
- c. The terms of the loan require that the securities being held as collateral be pledged to the investing entity, held in the investing entity's name, and deposited at the time the investment is made with the entity or with a third party selected by or approved by the investing entity; and
- d. The loan is placed through a primary government securities dealer or a financial institution doing business in this state.

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

Gov't Code 2256.0115

- 5. Banker's acceptance, with a stated maturity of 270 days or fewer from the date of issuance that will be liquidated in full at maturity, which is eligible for collateral for borrowing from a Federal Reserve Bank, and is accepted by a bank meeting the requirements of Government Code 2256.012(4). *Gov't Code 2256.012*
- 6. Commercial paper that has a stated maturity of 270 days or fewer from the date of issuance and is rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or by one nationally recognized credit rating agency provided the commercial paper is fully secured by an irrevocable letter of credit issued by a bank organized and existing under United States law or the law of any state. *Gov't Code 2256.013*
- 7. No-load money market mutual funds that:
 - a. Are registered with and regulated by the Securities and Exchange Commission;

DATE ISSUED: 11/13/2008
UPDATE 84
CDA(LEGAL)-P

8 of 11

- b. Provide the District with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.);
- c. Have a dollar-weighted average stated maturity of 90 days or fewer; and
- d. Include in their investment objectives the maintenance of a stable net asset value of \$1 for each share.

However, investments in no-load money market mutual funds shall be limited to the percentages authorized by Government Code 2256.014(c).

- 8. No-load mutual funds that:
 - a. Are registered with the Securities and Exchange Commission;
 - b. Have an average weighted maturity of less than two years;
 - c. Are invested exclusively in obligations approved by Government Code Chapter 2256, Subchapter A, regarding authorized investments (Public Funds Investment Act);
 - d. Are continuously rated by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and
 - e. Conform to the requirements in Government Code Section 2256.016(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

Investments in no-load mutual funds shall be limited to the percentages authorized by Government Code 2256.014(c). In addition, the District may not invest any portion of bond proceeds, reserves, and funds held for debt service, in no-load mutual funds described in this item.

Gov't Code 2256.014

- 9. A guaranteed investment contract, as an investment vehicle for bond proceeds, if the guaranteed investment contract:
 - a. Has a defined termination date.
 - b. Is secured by obligations described by Government Code Section 2256.009(a)(1), excluding those obliga-

tions described by Section 2256.009(b), in an amount at least equal to the amount of bond proceeds invested under the contract.

- c. Is pledged to the District and deposited with the District or with a third party selected and approved by the District.

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

To be eligible as an authorized investment:

- a. The Board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds.
- d. The District must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received.
- e. The District must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received.
- f. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested.
- g. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Gov't Code 2256.015

- 10. A public funds investment pool meeting the requirements of Government Code 2256.016 and 2256.019, if the Board authorizes the investment in the particular pool by resolution.
Gov't Code 2256.016, 2256.019

CHANGE IN LAW

The District is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

SELLERS OF INVESTMENTS

A written copy of the investment policy shall be presented to any person offering to engage in an investment transaction with the District or to an investment management firm under contract with

DATE ISSUED: 11/13/2008
UPDATE 84
CDA(LEGAL)-P

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

the District to invest or manage the District's investment portfolio. For purposes of this section, a business organization includes investment pools and an investment management firm under contract with the District to invest or manage the District's investment portfolio. The qualified representative of the business organization offering to engage in an investment transaction with the District shall execute a written instrument in a form acceptable to the District and the business organization substantially to the effect that the business organization has:

1. Received and thoroughly reviewed the District investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the District and the organization that are not authorized by the District's policy, except to the extent that this authorization is dependent on an analysis of the makeup of the District's entire portfolio or requires an interpretation of subjective investment standards.

The investment officer may not acquire or otherwise obtain any authorized investment described in the District's investment policy from a person who has not delivered to the District the instrument described above.

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

DONATIONS

A gift, devise, or bequest made to provide college scholarships for District graduates may be invested by the Board as provided in Property Code 117.004, unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to the District for a particular purpose or under terms of use specified by the donor are not subject to the requirements of Government Code Chapter 2256, Subchapter A. *Gov't Code 2256.004(b)*

ELECTRONIC FUNDS
TRANSFER

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

DATE ISSUED: 11/13/2008
UPDATE 84
CDA(LEGAL)-P

11 of 11

EXHIBIT _____

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

INVESTMENT
AUTHORITY

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

An investment committee comprised of the executive officers of the Board shall review annually the investment program of the District and recommend changes to current policies and procedures for adoption by the Board.

APPROVED
INVESTMENT
INSTRUMENTS

From those investments authorized by law and described further in CDA(LEGAL), the Board shall permit investment of District funds in only the following investment types, consistent with the strategies and maturities defined in this policy:

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

SAFETY AND
INVESTMENT
MANAGEMENT

The main goal of the investment program is to ensure its safety and maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses re-

DATE ISSUED: 11/13/2008
UPDATE 84
CDA(LOCAL)-X

1 of 4

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

sulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

LIQUIDITY AND
MATURITY

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

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

DIVERSITY

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

MONITORING MARKET
PRICES

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

FUNDS / STRATEGIES

Investments of the following fund categories shall be consistent with this policy and in accordance with the strategy defined below.

OPERATING FUNDS

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

AGENCY FUNDS

Investment strategies for agency funds shall have as their objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

DEBT SERVICE
FUNDS

Investment strategies for debt service funds shall have as their objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.

CAPITAL PROJECTS

DATE ISSUED: 11/13/2008
UPDATE 84
CDA(LOCAL)-X

2 of 4

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

	<p>Investment strategies for capital project funds shall have as their objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.</p>
SPECIAL REVENUE FUNDS	<p>Investment strategies for special revenue funds shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.</p>
INTERNAL SERVICE FUNDS	<p>Investment strategies for internal service funds shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. Maturities longer than one year are authorized provided legal limits are not exceeded.</p>
SAFEKEEPING AND CUSTODY	<p>The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.</p> <p>Collateralization shall be required on certificates of deposit and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level shall be 103 percent of market value of principal and accrued interest. The District chooses to limit collateral to the type of securities it is allowed to invest in and with a final stated maturity not to exceed three years.</p>
BROKERS / DEALERS	<p>Prior to handling investments on behalf of the District, brokers/dealers must submit required written documents in accordance with law. [See SELLERS OF INVESTMENTS, CDA(LLEGAL)] Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC), and be in good standing with the Financial Industry Regulatory Authority (FINRA).</p> <p>The investment officer of the District shall maintain a list of brokers/dealers authorized to provide investment services. The investment committee of the District shall select and approve all brokers/dealers to provide investment services.</p>
SOLICITING BIDS FOR CD'S	<p>In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.</p>
INTEREST RATE RISK	<p>To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.</p>

DATE ISSUED: 11/13/2008
UPDATE 84
CDA(LOCAL)-X

3 of 4

The District shall monitor interest rate risk using weighted average maturity and specific identification.

INTERNAL CONTROLS

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

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

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

PORTFOLIO REPORT

In addition to the quarterly report required by law and signed by the District's investment officer, a comprehensive report on the investment program and activity shall be presented annually to the Board.

DATE ISSUED: 11/13/2008
UPDATE 84
CDA(LOCAL)-X

ADOPTED:

4 of 4

TASBO[®]

Texas Association of School Business Officials

Certificate of Attendance
Presented to

Rigo Abrego

*For completion of 6 hours of training on the Texas Public Funds Investment Act
and related investment issues (CPE sponsor 622)*

December 10, 2009
Edinburg, Texas

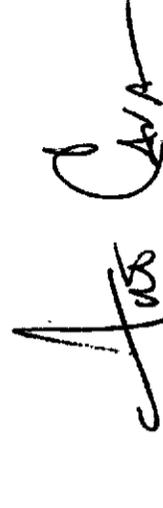

Art Cavazos, Instructor

EXHIBIT _____

TASBO

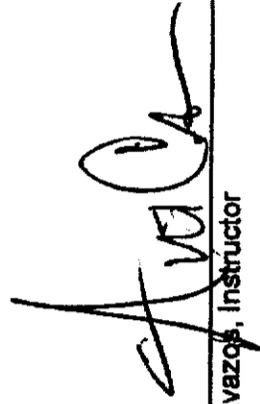
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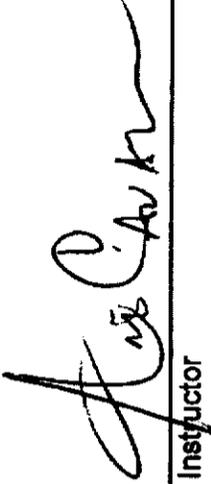
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Sylvia D. Garcia

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Edinburg, Texas**



Art Cavazos, Instructor

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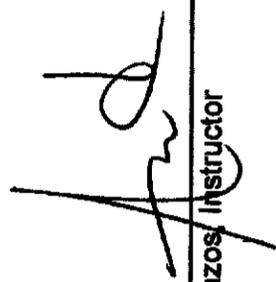

Art Cavazos, Instructor

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Oscar Silva

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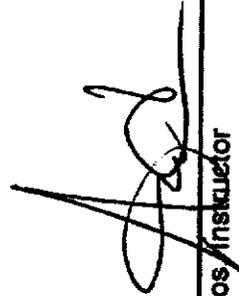

Art Cavazos / Instructor

EXHIBIT _____

**APPROVAL OF ANNUAL REVIEW AND ADOPTION FOR LIST OF QUALIFIED
BROKER/DEALER INVESTMENT FIRMS FOR THE DISTRICT'S INVESTMENTS**

Superintendent's Recommendation

That the Board of Trustees approve to continue using the Investment Firms of Lone Star Investment Pool, USB Paine Webber, Inc., Prudential Securities, First National Bank of Edinburg, First Empire Securities, Inc., Vinning-Sparks IBG, RBC Dain Rauscher, Merrill Lynch, and Federated Investors, Morgan Keegan & Company, Inc., and MBIA Municipal Investors Service Corporation and Texas Term Investment Pool.

Rationale

This list provides the District with the ability to have a good selection of investment securities available in the market for purchase by the District. Section 256.025 of the Texas Government Code requires the Board review, revise and adopt a list of qualified Brokers that are authorized to engage in investment transactions with the District. The Executive Committee of the Board of Trustees met on August 24, 2010 to review these policies and strategies.

Budgetary Information

N/A

Resource Personnel

Dr. René Gutiérrez
Rigoberto V. Abrego
Sylvia D. Garcia
Oscar Silva

Board Policy Reference

This is in accordance with Board Policy CDA Legal and CDA Local.

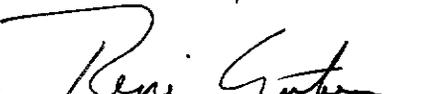
Prepared by:


Sylvia D. Garcia, Director of Finance

Approved by:


Rigoberto V. Abrego, Assistant Superintendent
for Finance & Operations

Recommended By:


Dr. René Gutiérrez, Superintendent

**EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
RECOMMENDED LIST OF BROKERS/DEALERS**

Lone Star Investment Pool
P.O. Box 2912
Austin, TX 78768-2912
Broker: Steve Orta
(800) 758-3927

UBS Paine Webber, Inc.
1021 E. St. Mary Blvd.
Lafayette, LA 70503
Broker: Richard Ebert
(800) 333-2527

Prudential Securities
1233 W. Loop South Ste 1100
Houston, TX 77027
Broker: Jo an Casady
Phone: 713) 605-0810 or (800) 654-1410
Fax: (713) 599-6749

First National Bank, Edinburg
P.O. Box 810
Edinburg, TX 78540
Saul Ortega
Phone: (956) 380-8562

First Empire Securities, Inc.
100 Motor Parkway 2nd Floor
Hauppauge, New York 11788-5157
Broker: Bill Kodak
Phone: (800) 645-5424 or (631) 979-0097

Vinning-Sparks IBG
775 Ridge Lake Blvd.
Memphis, TN 38120
Broker: Mike Smith
Phone: (800) 829-0321 or (901) 766-3000

RBC Dain Rauscher
153 Treeline Park, Suite 100
San Antonio, TX 78205
Broker: E. Taylor Collins
Phone: (800) 840-5200
Fax: (210) 800-1100

Merrill Lynch
5065 Westheimer
Houston, TX 77056
Broker: J Micheal Woodlock
Phone: (800) 937-0339 or (713) 840-4700

Morgan Keegan & Company Inc.
50 Front North Street
Memphis, TN 38111
Broker: Jerome Senegal
Phone: (800) 366-7426 or (901) 524-4100

Federated Investors
5800 Corporate Drive
Pittsburgh, PA 15237
Broker: Jeff Flynn
Phone: (800) 758-3927

MBIA Municipal Investors Service Corporation
815-A Brazos Street #345
Austin, TX 78701-9996
Broker: Danny A. King
Phone: (800) 707-6242

TexasTERM Investment Pool
700 Lavaca Suite 1500
Austin, TX 78701-3106
Broker: Ken Couch
Phone: (866) 839-8376

EXHIBIT _____

**APPROVAL OF RESOLUTION NO. 2010-11 APPROVING INDEPENDENT SOURCES
INSTRUCTION RELATING TO THE INVESTMENT RESPONSIBILITIES**

Superintendent's Recommendation

That the Board of Trustees approve Resolution approving independent sources of instruction relating to the investment responsibilities.

Rationale

Section 2256.008 (a) of the Texas Government Code requires that the chief financial officer and the investment officers of the District to attend an investment training session not less than once in a two-year period and receive not less than ten hours of instruction relating to investment responsibilities from an independent source approved by the Board of Trustees. The resolution includes the approval of the following independent sources for investment officer training.

Texas Association of School Boards
Texas Association of School Business Officials
Region One Education Service Center affiliate organizations of the Texas Association of School Business Officials
Texas Society of CPA's

Budgetary Information

Pending Approval of 2010-2011 Budget

Total Estimated Cost \$5,500

Account	Description	Appropriation	Encumbrance	Expenditure	Balance
199-41-6411-XX-72X-1XXXXX	Travel & Subsistence	5,500	0	0	5,500
	Totals	5,500	0	0	5,500

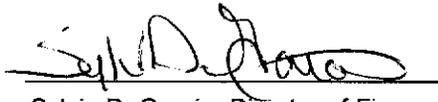
Resource Personnel

Dr. René Gutiérrez
Rigoberto V. Abrego
Sylvia D. Garcia
Oscar Silva

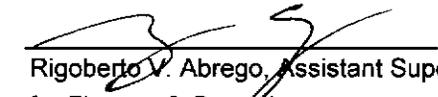
Board Policy Reference

This is in accordance with Board Policy CDA Legal and CDA Local.

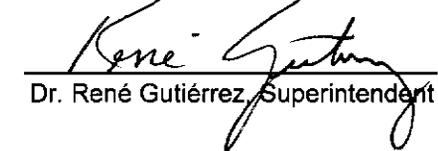
Prepared by:


Sylvia D. Garcia, Director of Finance

Approved by:


Rigoberto V. Abrego, Assistant Superintendent
for Finance & Operations

Recommended By:


Dr. René Gutiérrez, Superintendent

**RESOLUTION No. 2010 – 11 APPROVING INDEPENDENT SOURCES OF INSTRUCTION
RELATING TO INVESTMENT RESPONSIBILITIES**

WHEREAS, Section 2256.008(A), Texas Government Code, as amended, requires the chief financial officer and the investment officers of the District to attend an investment training session not less than once in a two-year period and receive not less than ten hours of instruction relating to investment responsibilities from an independent source approved by the Board of Trustees.

WHEREAS, the Texas Association of School Boards, the Texas Association of School Business Officials , Region One Education Service Center affiliate organizations of the Texas Association of School Business Officials and the Texas Society of Certified Public Accountant's as independent sources of instruction to provide investment training sessions required by Texas Government Code Section 2256.008 (a);

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Trustees of the Edinburg Consolidated Independent School District as follows:

- 1. That the Texas Association of School Boards, Texas Association of School Business Officials, Region One Education Service Center affiliate organizations of the Texas Association of School Business Officials and the Texas Society of Certified Public Accountants are hereby approved as independent sources of instruction relating to investment responsibilities for the chief financial officer and the investment officers of the District, as required by Section 2256.008 (a) , Texas Education Code , as amended.**
- 2. It is hereby found, determined and declared that a sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees of the Edinburg Consolidated Independent School District at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public at the regular meeting place of the government body for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by the law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and the contents and posting thereof.**

Finally passed and adopted this the 24th day of August 2010.

**_____
Omar Palacios, President of Board of Trustees**

Attested: _____

Ciro Treviño, Secretary of Board of Trustees

EXHIBIT _____

APPROVAL OF 2009-2010 FINAL AMENDED COMPOSITE BUDGET FOR THE GENERAL AND DEBT SERVICE FUNDS.

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to adopt the 2009-2010 Final Amended Composite Budget for the General and Debt Service Funds.

Rationale

The General and Debt Service funds are required to be submitted to the Texas Education Agency in final amended form to close out the 2009-2010 fiscal year changes. A copy of this budget can be found on Tab 2 of the budget booklet for your review and consideration.

Budgetary Information

Not applicable

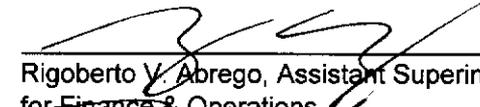
Resource Personnel

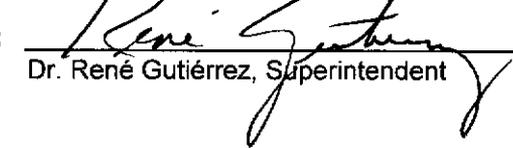
Dr. René Gutiérrez
Rigoberto V. Abrego
Sylvia D. Garcia

Board Policy Reference

This is in accordance with Board Policy CE and CE (Local).

Prepared by: 
Sylvia D. Garcia, Director of Finance

Approved by: 
Rigoberto V. Abrego, Assistant Superintendent
for Finance & Operations

Recommended By: 
Dr. René Gutiérrez, Superintendent

APPROVAL OF 2010-2011 PROPOSED COMPOSITE BUDGET FOR THE GENERAL AND DEBT SERVICE FUNDS.

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to adopt the Proposed 2010-2011 Composite Budget for the General and Debt Service Funds

Rationale

The enclosed 2010-2011 Proposed Composite Budget for the General and Debt Service Funds is the result of several workshops with the Board of Trustees. At each of these meetings rough drafts of the budget were presented by the administration and changes were made accordingly. This budget is a composite of the original budgets and all proposed changes. A copy of the this budget can be found in Tab 3 of the budget booklet for your review and consideration.

Budgetary Information

Not applicable.

Resource Personnel

Dr. René Gutiérrez
Rigoberto V. Abrego
Sylvia D. Garcia

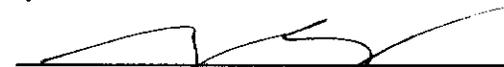
Board Policy Reference

This is in accordance with Board Policy CE and CE (Local).

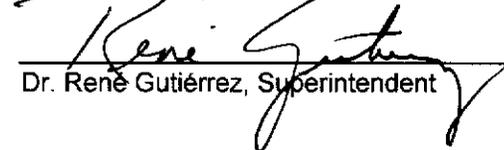
Prepared by:


Sylvia D. Garcia, Director of Finance

Approved by:


Rigoberto V. Abrego, Assistant Superintendent
for Finance & Operations

Recommended By:


Dr. René Gutiérrez, Superintendent

APPROVAL OF 2010-2011 COMMITMENT FOR PARTICIPATION IN THE PERSONNEL SERVICES COOPERATIVE WITH REGION ONE ESC

Superintendent's Recommendation

That the Board of Trustees approve the 2010-2011 Commitment for Participation in the Personnel Services Cooperative with Region One ESC.

Rationale

Region One ESC works collaboratively to recruit and retain certified and highly qualified teachers for our region through on-line regional vacancy posting and applicant databank, TExES study sessions, job fairs, high school, college and paraprofessional recruitment and support, TxBESS mentor and trainer sessions, human resources training and on site certification and highly qualified teacher reviews. The cost for 2010-2011 is \$5,865.00.

Paperwork Impact

None

Budgetary Information

To be included in the 2010-2011 budget
199-41-6239-00-726 -199-000

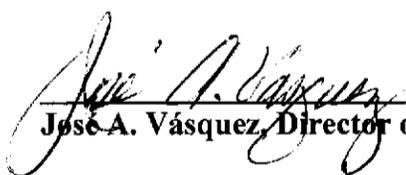
Resource Personnel

Dr. Rene Gutierrez, Superintendent of Schools
Rigoberto Abrego, Assistant Superintendent for Finance and Operations
José A. Vásquez, Director of Personnel

Board Policy Reference and Compliance

CH (LOCAL) Purchasing and Acquisition

Prepared by:



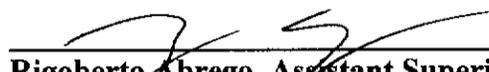
José A. Vásquez, Director of Personnel

Within budgetary allocations:



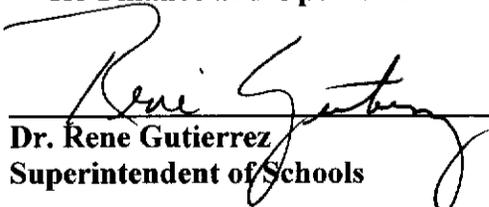
Sylvia Garcia, Director of Finance

Approved by:



Rigoberto Abrego, Assistant Superintendent
for Finance and Operations

Recommended by:



Dr. Rene Gutierrez
Superintendent of Schools

EXHIBIT _____, PAGE(S) _____



Region One Education Service Center

1900 W. Schunior ♦ Edinburg, TX 78541 ♦ Phone (956) 984-6000 Fax (956) 984-7655

Jack C. Damron
Executive Director

June 22, 2010

Dr. Rene Gutierrez, Superintendent
Edinburg CISD
411 N. 8th St.
Edinburg, Texas 78540

Dear Dr. Gutierrez:

Your district is invited to participate in the Region One ESC Personnel Support Services cooperative for the 2010 - 2011 school year.

The cooperative's primary focus is to work collaboratively to recruit and retain certified and highly qualified teachers for our region. The following services will continue to be provided to members of the coop:

1. Proven long and short-term recruitment and retention strategies such as the on-line regional vacancy posting and applicant databank*,
2. TExES study sessions,
3. Representation at job fairs,
4. High School, college and paraprofessional recruitment and support,
5. TxBESS mentor sessions, and
6. Human Resources training and on site certification and highly qualified teacher reviews.

** This service can be upgraded by joining the ONE*APP consortium, a new service being offered ONLY to members of the Region One ESC Personnel Support Services coop for an additional fee. This new service is an online application that serves as the sole application for all ONE*APP consortium districts including Region One ESC. Benefits of this new service include increased applicant pool, streamlining of HR processes, 24 hour notification of new applicants which meet district criteria, and improved turnaround time in posting/filling vacancies.*

To provide better services for you, your principals, and new teachers, we are also now offering Ginger Tucker's First Year Teacher Academy training to compliment the TxBESS mentor training we currently offer. The Academy can be tailored to meet your district's professional development calendar and will be offered at a discounted price for coop members. More information on this new training will be sent to districts.

Enclosed is a school district commitment form with the cost for your district based on the refined ADA and a Description of Services outlining the services your district will receive as part of our cooperative for 2010 - 2011. A reduced fee structure for continuing districts makes continued participation very affordable.

Region One Education Service Center does not discriminate on the basis of age, race, color, national origin, or disability.

EXHIBIT _____

Please submit the signed form to the Region One ESC Human Resources office by August 09, 2010 so you can begin or continue your participation without interruption. If you have any questions or suggestions for next year's services, please contact Melissa Aguero Ramirez at 956.984.6100 or maramirez@esc1.net.

We look forward to working with your district to meet the NCLB Highly Qualified mandates and assure quality instruction for the students in the Region One area.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Damron". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jack Damron
Executive Director

JD:MAR:rm

cc: Personnel Director



Region One Education Service Center
PERSONNEL SERVICES COOPERATIVE

Description of Services 2010-2011

The Region One Office of Personnel Support Services will provide *Personnel Services Cooperative Districts* the services listed below in bold italics in addition to the services received by all Region One ESC districts listed in regular print for the 2010-2011 school year.

I. RECRUITMENT

1.1 To assist Personnel Services Cooperative Districts to recruit certified and highly qualified in and out of Region teachers, Region One ESC will

- (a) Provide districts access to post, edit and delete job vacancies on-line on the Region One Employment Opportunities website**
- (b) Provide districts immediate access to resumes and reports posted on-line**
- (c) Disseminate information about Cooperative districts and vacancies through e-mail outs, websites and job fairs**
- (d) Provide registration to the Annual Region One ESC Teacher Job Fair at no cost to district for up to 4 recruiters**
- (e) Provide districts the opportunity to join the ONE*APP consortium for a fee**

For all districts, Region One ESC will

- (a) Respond to inquiries about teaching in Region One
- (b) Coordinate the Annual Region One ESC Teacher Job Fair
- (c) Market the need for teachers for the Region One area
- (d) Collect data, analyzing and evaluating regional recruitment efforts

1.2 To assist Personnel Services Cooperative districts in the recruitment of high school students into educator preparation programs, Region One ESC will

- (a) Provide on-site presentations to B.E.S.T.T. classes or other careers in education classes**
- (b) Provide training and technical assistance on campus as needed**

For all districts, Region One ESC will

- (a) Provide assistance to districts implementing or interested in implementing B.E.S.T.T. or other careers in education courses in their high school

1.3 To assist Personnel Services Cooperative districts recruit and develop paraprofessionals into the teaching profession, Region One ESC will

- (a) Provide on-site assistance and presentations in the areas of financial aid, degree plans, admission requirements and certification**

For all districts, Region One ESC will

- (a) Provide assistance and dissemination of information on paraprofessional recruitment and training programs**

2. RETENTION

2.1 To assist Personnel Cooperative Districts to retain qualified teachers, Region One ESC will

- (a) Provide TExES study sessions in areas of greatest need at no cost to district or participant**
- (b) Provide TxBESS mentoring and coaching workshops for mentor teachers and administrators at no or reduced cost**
- (c) Provide Ginger Tucker's First Year Teacher Academy for new teachers and administrators at a reduced cost**

For all districts, Region One ESC will

- (a) Provide assistance, training, and information on retention strategies to personnel administrators**
- (b) Offer TExES study sessions in areas of greatest need for a fee**
- (c) Offer TxBESS training for mentor teachers and administrators for a fee**
- (d) Offer Ginger Tucker's First Year Teacher Academy for new teachers and administrators for a fee**

3. ASSISTANCE

3.1 To assist Personnel Services Cooperative districts operate efficiently and effectively, Region One ESC will

- (a) Provide a minimum of two staff development sessions on personnel issues at no cost**
- (b) Facilitate meetings for coop personnel directors on personnel issues and concerns**
- (c) Provide on-site assistance for certification and Highly Qualified teacher records review, personnel office procedures and other personnel issues**
- (d) Provide districts opportunities to participate in special programs and grants sponsored by Region One ESC**

For all districts, Region One ESC will

- (a) Offer centralized training and technical assistance on certification and assignment requirements to personnel directors and staff**
- (b) Provide technical assistance to personnel directors on personnel issues**
- (c) Disseminate information and offer staff development on personnel issues and concerns**

All services are optional and are provided only upon request by the school district. For additional information on this cooperative or to request services, please contact:

**Melissa Aguero Ramirez
Personnel Support Services
Region One Education Service Center
1900 W. Schunior Street
Edinburg, Texas 78541
(956) 984-6100 (Phone) / (956) 984-7653 (Fax)
maramirez@esc1.net**



**REGION ONE EDUCATION SERVICE CENTER
PERSONNEL SERVICES COOPERATIVE**

**SCHOOL DISTRICT COMMITMENT
2010-2011**

Edinburg CISD agrees to participate in the Personnel Services Cooperative for the 2010-2011 school year in accordance with the attached description of cooperative services and following fee schedule.

Region One Personnel Services Cooperative fees are based on the 2008-2009 ADA as follows:

#Students	New Districts	Continuing	#Students	New Districts	Continuing
0-500	\$1,035	\$ 690	7001-9000	\$6,555	\$4,485
501-1000	\$1,380	\$1,093	9001-12000	\$7,590	\$4,830
1001-2000	\$2,415	\$2,070	12001-15000	\$8,280	\$5,175
2001-3000	\$3,450	\$2,760	15001-20000	\$8,970	\$5,520
3001-5000	\$4,485	\$3,450	20001-30000	\$9,660	\$5,865
5001-7000	\$5,520	\$4,140	30,000+	\$10,350	\$6,210

District 2008-2009 reported RADA \$5865

Signature

Date

Typed Name of Authorized Administrator

Title

Please return a signed copy of this form with a check or purchase order by August 09, 2010.

 Check Enclosed

 Purchase Order Enclosed

Please invoice me in September 2010

Please mail, email or fax to:

Melissa Aguero Ramirez
Personnel Support Services
Region One ESC
1900 W. Schunior
Edinburg, Texas 78541
Fax: 956.984.7653

You may contact Melissa Aguero Ramirez at 956.984.6100 or email maramirez@esc1.net if you have any questions or would like additional information about this cooperative.

APPROVAL OF SCHOOL CALENDAR AMENDMENT FOR THE 2010-2011 SCHOOL YEAR

Superintendent's Recommendation

That the Board of Trustees approve the amended change of the 2010-2011 school year.

Rationale

The proposed amended change is necessary because the approved holiday of May 16, 2011 conflicts with state mandated testing. The amended proposed change is that May 16, 2011 be changed to May 6, 2011 as an approved local holiday.

Budgetary Information

N/A

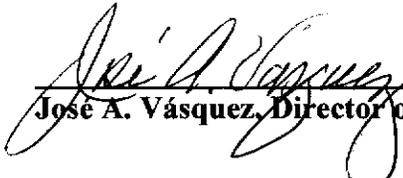
Resource Personnel

Dr. René Gutiérrez, Superintendent of Schools
Rigoberto Abrego, Assistant Superintendent for Finance and Operations
José A. Vásquez, Director of Personnel
Robert Viña, Jr., Coordinator of Personnel/Legal Issues

Board Policy Reference and Compliance

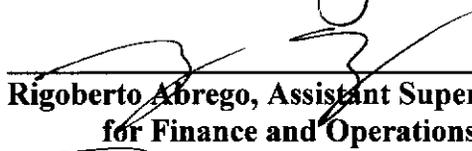
This item is in accordance with Board Policy DK (Local): Assignment and Schedules.

Prepared by:



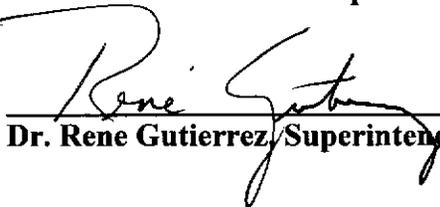
José A. Vásquez, Director of Personnel

Approved by:



Rigoberto Abrego, Assistant Superintendent
for Finance and Operations

Recommended by:



Dr. René Gutierrez, Superintendent of Schools

EXHIBIT _____ PAGE(S) 1-2



411 N. 8th Street
Edinburg, Texas 78541

Phone: 956-289-2300
Fax: 956-383-3576

JULY

S	M	T	W	T	F	S
					1	2
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	\$	24
25	26	↖	28	29	30	31

AUGUST

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15	16	17	18	19	20	21
22	23	↖	\$	27	28	
29	30	31				

SEPTEMBER

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			1	2	3	4
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12	13	↖	15	16	17	18
19	20	21	22	23	\$	25
26	27	↖	29	30		

OCTOBER

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10	11	↖	13	14	15	16
17	18	19	20	21	\$	23
24	25	↖	27	28	29	30
31						

NOVEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
7	8	↖	10	11	12	13
14	15	16	17	18	\$	20
21	↖	23	24	25	26	27
28	29	30				

DECEMBER

S	M	T	W	T	F	S
			1	2	3	4
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12	13	↖	15	16	\$	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

INFORMATION

August 17.....First Day for Teachers
 August 23.....First Day for Students
 June 2.....Last Day for Students
 June 3.....Last Day for Teachers
 June 4.....JEHS Graduation (10:00 a.m.)
 June 4.....ENHS Graduation (2:00 p.m.)
 June 4.....EHS Graduation (6:00 p.m.)

LENGTH OF SEMESTERS

	Students	Teachers
First	89	94
Second	91	93
Total Days	180	187

HOLIDAYS

September 6.....Labor Day
 October 11.....Columbus Day
 November 24-26.....Thanksgiving
 December 20-31.....Christmas
 March 14-18.....Spring Break
 April 22.....Easter
 May 16.....School Holiday

REPORTING PERIODS

August 23 - October 1, 2010....(29)
 September 10, 2010 (Progress Report)
 October 4 - November 12, 2010....(29)
 October 22, 2010 (Progress Report)
 November 15 - January 13, 2011....(31)
 December 3, 2010 (Progress Report)
 January 17 - February 25, 2011....(29)
 February 4, 2011 (Progress Report)
 February 28 - April 15, 2011....(30)
 March 25, 2011 (Progress Report)
 April 18 - June 2, 2011....(32)
 May 6, 2011 (Progress Report)
 January 13, 2011...End of First Semester
 June 2, 2011...End of Second Semester

INSERVICE/STAFF DEVELOPMENT DAYS

August 17-19, 2010
 February 14, 2011

WEATHER MAKE-UP DAYS

October 11, 2010
 May 16, 2011

EARLY RELEASE DAYS

December 17, 2010
 June 2, 2011
 Elementary 1:30 p.m./Secondary 2:30 p.m.

ALLOWABLE DAYS FOR FOOD OF MINIMAL NUTRITIONAL VALUE

December 17, 2010
 April 21, 2011
 June 2, 2011

- Inservice/Staff Development Days
- Staff Workdays
- ☐ Holiday for Students & Teachers
- \$ Paydays
- ↖ Board Meetings
- ☒ District-wide SBDM Meetings

JANUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	↖	12	13	14	15
16	17	18	19	20	\$	22
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30	31					

FEBRUARY

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13	14	15	16	17	18	19
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27	28					

MARCH

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20	21	22	23	24	\$	26
27	28	↖	30			

APRIL

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17	18	19	20	21	\$	23
24	25	↖	27	28	29	30

MAY

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22	23	↖	\$	26	27	28
29	30	31				

JUNE

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19	20	21	22	23	\$	25
26	27	↖	29	30		

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 Department of Testing and Evaluation



TESTING CALENDAR - I
 2010-2011

	Workday
	Holiday
	Inservice
	Test Dates

SEPTEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

TEXAS ASSESSMENT OF KNOWLEDGE AND SKILLS (TAKS) / TAKS-A

FALL (DATE TBD) TAKS/TAKS-A Fall Study

TAKS / TAKS-A

October 19, 2010	TAKS/TAKS-A	ELA Retest	Exit Level
October 20, 2010	TAKS/TAKS-A	Math Retest	Exit Level
October 21, 2010	TAKS/TAKS-A	Science Retest	Exit Level
October 22, 2010	TAKS/TAKS-A	Social Studies Retest	Exit Level

OCTOBER						
S	M	T	W	T	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

TAKS-AIT

January 3-April 15, 2011 TAKS-AIT Assessment Window

TAKS / TAKS-A / TAKS-M

March 1, 2011	TAKS/TAKS-A	Writing	Grades 4 & 7
	TAKS/TAKS-A/TAKS-M	Reading	Grade 9
	TAKS/TAKS-A/TAKS-M	ELA	Grades 10 & Exit Level
	TAKS/TAKS-A/TAKS-M	ELA Retest	Exit Level
March 2, 2011	TAKS/TAKS-A	Math Retest	Exit Level
March 3, 2011	TAKS/TAKS-A	Science Retest	Exit Level
March 4, 2011	TAKS/TAKS-A	Social Studies Retest	Exit Level

JANUARY						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

TEXAS ENGLISH LANGUAGE PROFICIENCY ASSESSMENT SYSTEM (TELPAS)

March 7 - April 8, 2011	TELPAS	Listening, Speaking	Grades K - 12
		Reading and Writing	
March 21-31, 2011	TELPAS	Reading Online	Grades 2 - 12
April 6-8, 2011	TELPAS	Electronic Submission	Grades K - 12

TAKS / TAKS-A / TAKS-M

April 4, 2011	TAKS/TAKS-A/TAKS-M	Math	Grades 5 & 8
April 5, 2011	TAKS/TAKS-A/TAKS-M	Reading	Grades 5 & 8

FEBRUARY						
S	M	T	W	T	F	S
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
27	28					

END-OF-COURSE

April 4-8, 2011	EOC	English I	
April 4-15, 2011	EOC Field Test	English II & III	

STAAR Field Tests

April 11-15, 2011	STAAR	Writing	Grades 4 & 7
-------------------	-------	---------	--------------

MARCH						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

TAKS / TAKS-A / TAKS-M

April 25, 2011	LAT (TAKS/TAKS-A/TAKS-M)	Math	Grades 3 - 4, 6 - 7 & 10
April 26, 2011	LAT (TAKS/TAKS-A/TAKS-M)	Reading/ELA	Grades 3 - 4, 6 - 7 & 10
	TAKS/TAKS-A/TAKS-M	Math	Grades 3 - 4, 6 - 7 & 10
	TAKS/TAKS-A	ELA Retest	Exit Level
April 27, 2011	TAKS/TAKS-A/TAKS-M	Reading	Grades 3 - 4 & 6 - 7
	TAKS/TAKS-A/TAKS-M	Math	Exit Level
	TAKS/TAKS-A	Math Retest	Exit Level
April 28, 2011	TAKS/TAKS-A/TAKS-M	Science	Grades 5, 8, 10 & Exit Level
	TAKS/TAKS-A/TAKS-M	Math	Grade 9
	TAKS/TAKS-A	Science Retest	Exit Level
April 29, 2011	LAT (TAKS/TAKS-A/TAKS-M)	Science	Grades 5, 8 & 10
	TAKS/TAKS-A/TAKS-M	Social Studies	Grades 8, 10 & Exit Level
	TAKS/TAKS-A	Social Studies Retest	Exit Level

APRIL						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MAY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

END-OF-COURSE

May 2-20, 2011	EOC	World History	Field Tests
May 9-27, 2011	EOC	Algebra I & II, Geometry, Biology, Chemistry, Physics, World Geography, U.S History	

TAKS / TAKS-A / TAKS-M

May 16, 2011	LAT (TAKS/TAKS-A/TAKS-M)	Math	Grades 5 & 8
May 17, 2011	TAKS/TAKS-A/TAKS-M	Math Retest	Grades 5 & 8
	LAT (TAKS/TAKS-A/TAKS-M)	Reading	Grades 5 & 8
May 18, 2011	TAKS/TAKS-A/TAKS-M	Reading Retest	Grades 5 & 8
June 28, 2011	TAKS/TAKS-A/TAKS-M	Math Retest	Grades 5 & 8
June 29, 2011	TAKS/TAKS-A/TAKS-M	Reading Retest	Grades 5 & 8
July 11-14, 2011	TAKS/TAKS-A	ELA, Math, Science & Social Studies Retest	Exit Level

JUNE						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APPROVAL OF THE ECISD 2010-2011 "PROFESSIONAL DEVELOPMENT APPRAISAL SYSTEM (PDAS) CALENDAR

Superintendent's Recommendation:

That the Board of Trustees approve the ECISD 2010-2011 Professional Development Appraisal System (PDAS) Calendar (see attachment).

Rationale: Attached is a proposed 2010-2011 PDAS Calendar. In accordance to state statute a calendar shall be adopted and distributed to teachers annually. New Teacher PDAS Orientation was completed August 11, 2010. The appraisal period is to begin no earlier than three weeks after the PDAS teacher orientation occurs and is not to occur:

- the day before or after a holiday, or
- the last fifteen days prior to the last day of instruction for students.

Connection to the District Plan: Mission Statement (page 3).

Goal 1 – Staff Development – learning opportunities for all employees (page 4).

Goal 4 – Communications – clear concise, accurate exchange of information, and understanding (page 4).

Paperwork Impact:

N/A

Budgetary Information:

Reproduction of manuals. Funds have been placed in the new budget.

Resource Personnel:

José A. Vásquez, Director of Personnel

Maria Luisa Guerra, Assistant Superintendent for Instruction and Support Services
Santa Alvarado, Area Director/Inst. & Supp. Serv.

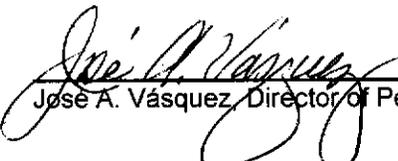
Hector Gonzalez, Area Director/Inst. & Supp. Serv.

Dominga Vela, Area Director/Inst. & Supp. Serv.

Board Policy Reference and Compliance:

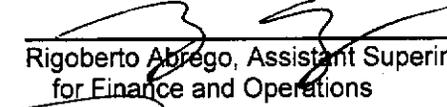
This item is in compliance and in accordance with Board Policy DNA (Legal), DNA (Local), Sections 21.451(a), and 19 TAC 150.1001 (b) (c) of the Texas Education Code and Senate Bill 1.

Prepared by:



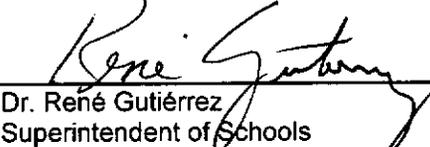
José A. Vásquez, Director of Personnel

Approved by:



Rigoberto Abrego, Assistant Superintendent
for Finance and Operations

Recommended by:



Dr. René Gutiérrez
Superintendent of Schools

EXHIBIT _____ PAGE(S) _____

Edinburg C.I.S.D.
Evaluation and Contract Renewal Deadlines
Spring 2011

- | | | |
|-----------------------------------|---|---|
| January 31
– February 18, 2011 | - | Principals meet with Superintendent to review non-renewal recommendations (Principals should schedule appointments) |
| February 7
– March 25, 2011 | - | Finalize 2nd PDAS appraisals if requested by teachers |
| March 7 - 11, 2011 | - | Principals must meet with Superintendent to finalize non-renewal recommendations (Principals should schedule appointments) |
| March 11, 2011 | - | All Central Office NTP evaluations due at 8:00 a.m. in Personnel Office |
| March 11, 2011 | - | Final date to submit teacher PDAS and campus NTP evaluations to Personnel Office by 8:00 a.m. |
| March 11, 2011 | - | All 2nd semester contracted teacher PDAS appraisals due to Personnel Office by 8:00 a.m. (For 2nd semester new hires only) |
| March 11, 2011 | - | Superintendent's evaluation of Principals finalized |
| *March 29
– April 12, 2011 | - | BOARD MEETING <ul style="list-style-type: none"> • All Central Office NTP and Principal Contract Renewals considered by Board • Non-Renewal Proposals/Termination of Probationary Contracted Employees at end of contract period • Principal recommendations of second semester contracted teachers |
| April 19, 2011 | - | CONTRACT NOTICE DEADLINE <ul style="list-style-type: none"> • 45 days prior to the last day of instruction |
| April 22, 2011 | - | Paraprofessional and Classified Evaluations due at 8:00 a.m. in Personnel Office |
| May 13, 2011 | - | All PDAS Teacher Waiver Forms due to Personnel Office |
| July 9, 2011 | - | Last day to resign from contract without penalty – 45th day before the first day of instruction of next school year (DFE – Legal) |

PLEASE NOTE:

- *Will request a Special Called ECISD Board of Trustees meeting during the week of March 29 – April 12, 2011 for Personnel Matters.
- Teacher waivers need to be submitted all together by the designated deadline date. No waivers will be accepted after May 13, 2011.

EXHIBIT _____

EDINBURG C.I.S.D. 2010-2011 PDAS School Calendar

Rev.: August 2010

	S	M	T	W	T	F	S
July					1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31

Teacher Self-Report
September 10, 2010
Start Appraisals
September 13, 2010

	S	M	T	W	T	F	S
January							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
30	31						

	S	M	T	W	T	F	S
August	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17 ^I	18 ^I	19 ^I	20	21
	22	23 ^I	24 ^I	25 ^I	26 ^I	27 ^I	28
	29	30 ^I	31 ^I				

No observations will be scheduled the day before or after a holiday:

October 8, 2010
October 12, 2010
November 23, 2010
November 29, 2010
December 17, 2010
January 3, 2011
March 11, 2011

	S	M	T	W	T	F	S
February			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14 ^I	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28					

	S	M	T	W	T	F	S
September				1	2	3 ^I	4
	5	6 ^H	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30		

	S	M	T	W	T	F	S
March			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14 ^H	15 ^H	16 ^H	17 ^H	18 ^H	19
	20	21 ^I	22 ^I	23 ^I	24 ^I	25 ^I	26
	27	28 ^I	29 ^I	30 ^I	31 ^I		

	S	M	T	W	T	F	S
October						1	2
	3	4	5	6	7	8 ^I	9
	10	11 ^H	12 ^H	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31						

Last day for observations
March 10, 2011

	S	M	T	W	T	F	S
April						1	2
	3	4 ^I	5 ^I	6 ^I	7 ^I	8 ^I	9
	10	11 ^I	12 ^I	13 ^I	14 ^I	15 ^I	16
	17	18 ^I	19 ^I	20 ^I	21 ^I	22 ^H	23
	24	25 ^I	26 ^I	27 ^I	28 ^I	29 ^I	30

	S	M	T	W	T	F	S
November		1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23 ^I	24 ^I	25 ^I	26 ^I	27
	28	29 ^I	30				

Legend

I-Inservice/Workday

H-Holiday

No observations

	S	M	T	W	T	F	S
May	1	2 ^I	3 ^I	4 ^I	5 ^I	6 ^I	7
	8	9 ^I	10 ^I	11 ^I	12 ^I	13 ^I	14
	15	16 ^H	17 ^I	18 ^I	19 ^I	20 ^I	21
	22	23 ^I	24 ^I	25 ^I	26 ^I	27 ^I	28
	29	30 ^I	31 ^I				

	S	M	T	W	T	F	S
December				1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17 ^I	18
	19	20 ^H	21 ^H	22 ^H	23 ^H	24 ^H	25
	26	27 ^H	28 ^H	29 ^H	30 ^H	31 ^H	

	S	M	T	W	T	F	S
June				1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30		

Exhibit _____

APPROVAL OF THE ECISD 2010-2011 "PROFESSIONAL DEVELOPMENT APPRAISAL SYSTEM" (PDAS) APPRAISERS

Superintendent's Recommendation:

That the Board of Trustees approve the list of ECISD 2010-2011 (PDAS) Appraisers.
(see attachment)

Rationale: This action is required by local policy, State Board of Education Rule, and state law. Refer to Board Policy DNA (Legal), DNA (Local), Sections 21.351(a), and 19 TAC 150.1001(b) (c) of the Texas Education Code, and Senate Bill 1.

Connection to the District Plan: Mission Statement (page 3).

Goal 1 – Staff Development – learning opportunities for all employees (page 4).

Goal 4 – Communications – clear concise, accurate exchange of information, and understanding (page 4).

Paperwork Impact:

N/A

Budgetary Information:

N/A

Resource Personnel:

José A. Vásquez, Director of Personnel

Maria Luisa Guerra, Assistant Superintendent for Instruction and Support Services
Santa Alvarado, Area Director/Inst. & Supp. Serv.

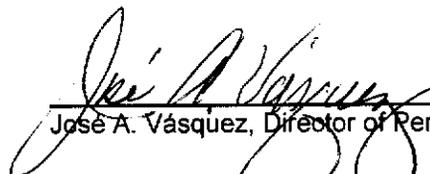
Hector Gonzalez, Area Director/Inst. & Supp. Serv.

Dominga Vela, Area Director/Inst. & Supp. Serv.

Board Policy Reference and Compliance:

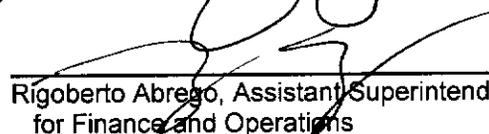
This item is in compliance and in accordance with Board Policy DNA (Legal), DNA (Local), Sections 21.451(a), and 19 TAC 150.1001 (b) (c) of the Texas Education Code and Senate Bill 1.

Prepared by:



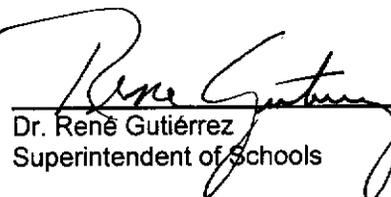
José A. Vásquez, Director of Personnel

Approved by:



Rigoberto Abrego, Assistant Superintendent
for Finance and Operations

Recommended by:



Dr. René Gutiérrez
Superintendent of Schools

EXHIBIT _____ PAGE(S) _____



Edinburg Consolidated Independent School District 2010-2011 List of Appraisers

Aguilar, Ernesto
Aguilar, Susana M.
Alamia, Luis A.
Avila, Celia
Avila, Sandra M.
Ballesteros, Antonio
Benavides, Arnoldo F.
Caldwell, Yvonne
Cano, Ernestina E.
Cano, Homero
Cantu, Jesus M.
Carriaga, Benito T.
Cavazos, Jaime
Cavazos, Marla M.
Cruz, Ana M.
De La Rosa, Belinda
Desiga-Lozano, Carolina
D'Lorm, Dr. Raul
Escobedo, Felix R.
Esparza, Cristina L.
Flores, Eliana
Garcia, Regino
Garza, Anthony
Garza, Laura R.
Garza, Mary Frances
Garza, Nelda
Gaytan, Nelda
Gonzalez, Arturo
Gonzalez, Fermin
Gonzalez, Rosa M.
Gordon, Mark L.
Gorena, Anibal I.
Guerra, Ramiro
Guerra, Sandra E.
Guzman, Carlos
Guzman, Dahlia Z.
Lopez, Robert L.
Lumbreras, Francisco

Martinez, Victoria
Martinez, Jr., Juan
Martinez, Jr., Pablo
Molina, Yesenia T.
*Montero, Elva
Olivarez, Edna L.
Patterson, Priscilla R.
Pena, Cipriano
Perez, Diane
Pesina, Arnoldo
Playle, Erika L.
Quintanilla, Griselda
Rendon, Trina D.
Rivera, Gloria C.
Rivera Floy, Blanca
Rodriguez, Ramon M.
Rodriguez, Roel O.
Rodriguez, Sandra
Rodriguez, Sonya Y.
Rodriguez, Thelma
Roma, Daniel G.
Saavedra, Juan F.
Saenz, Cynthia A.
Saenz, Yvonne
Salinas, Ana H.
Salinas, Yolanda
Sanchez, Gilda G.
Sandoval, Eva
Sandoval, Socorro
Sandoval-Figarelli, Belinda
Serna, Lawrence
Suarez, Alida
Torres, Eva T.
Torres, Ruth I.
Vaiz, Juan
Villarreal, Odilia
Villegas-Perez, Graciela
Willis, Diane

*Pending Certification

Administrators are in contact with Region One for completion of this certification

2nd Appraisers

Santa T. Alvarado
Hector Gonzalez
Dominga A. Vela

EXHIBIT _____

APPROVAL OF JOB RECLASSIFICATION, ADDITIONAL DUTIES AND UPGRADE IN SALARY SCHEDULE FOR ECISD COORDINATOR OF MAINTENANCE AND FACILITIES, COORDINATOR OF CAREER AND TECHNICAL EDUCATION AND THE DIRECTOR OF BILINGUAL EDUCATION WITH CORRESPONDING SALARY ADJUSTMENTS

Superintendent's Recommendation:

That the ECISD Board of Trustees approve the salary reclassification and promotion of Coordinator of Maintenance and Facilities from ECISD Administrative/Professional Pay Structure Pay Grade 6 to Director of Maintenance and Facilities Pay Grade 8 effective for the 2010-2011 school year.

That the ECISD Board of Trustees approve the salary reclassification and promotion of the Coordinator of Career and Technical Education from ECISD Administrative/Professional Pay Structure Pay Grade 7 to Director of Career and Technical Education Pay Grade 8 effective for the 2010-2011 school year.

That the ECISD Board of Trustees approve the salary reclassification and promotion of the Director of Bilingual Education from ECISD Administrative/Professional Pay Structure Pay Grade 7 to Pay Grade 8 effective for the 2010-2011 school year.

Rationale:

Job classification review including the addition of new duties and responsibilities.

Paperwork Impact:

n/a

Budgetary Information:

Salary increase for 2010-2011:
 Coord.-Director of Maint. & Facil.
 From: Pay Grade 6 - \$65,105.00
 To: Pay Grade 8 - \$74,119.00
 Increase - \$9,014.00*

Coord.Career&Tech.Ed.
 From: Pay Grade 7 - \$73,236
 To: Pay Grade 8 - \$80,447
 Increase - \$7,211.00*

Dir. Bilingual Ed.
 From: Pay Grade 7 - \$88,253
 To: Pay Grade 8 - \$95,465
 Increase - \$7,212.00*

*Does not include annual raise for 2010-2011 (if any).

Acct #199-51-6119.00-936-199
 Acct #162-21-6119.00-820-122
 Acct # 165-21-6119.00-875-125

2010-2011 BUDGET

Appropriation	Encumbrance	Expenditure	Balance

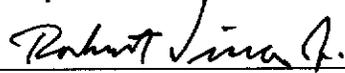
Resource Personnel:

- Dr. René Gutiérrez
- Mr. Rigoberto V. Abrego
- Mr. Mario H. Salinas
- Mrs. Maria Luisa Guerra
- Mr. Jose A. Vasquez
- Mr. Ron Cavazos
- Mr. Robert Vina, Jr.

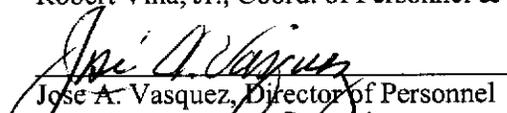
Board Policy Reference and Compliance:

This item is in accordance with Board Policy DEA (Local): Compensation and Benefits –Salaries and Wages.

Prepared by:


 Robert Vina, Jr., Coord. of Personnel & Legal Issues

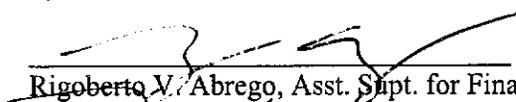
Approved by:


 Jose A. Vasquez, Director of Personnel

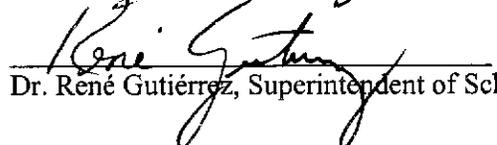
Within Budgetary Allocation:


 Sylvia D. Garcia, Director of Finance

Approved by:


 Rigoberto V. Abrego, Asst. Supt. for Finance & Operations

Recommended by:


 Dr. René Gutiérrez, Superintendent of Schools

Job Title: Coordinator of Maintenance and Facilities

Wage/Hour Status: Exempt

Reports to: Assistant Superintendent for District Administration

Pay Grade: NTP

Dept./School: Maintenance and Facilities

Date Revised:

Primary Purpose:

Direct and manage school district's maintenance and operations

Direct and manage maintenance and school district's maintenance and custodial operations. Ensure that the school plant and all other school district facilities are Maintain physical school plant in a condition of operating excellence. so that full educational use may be made at all times. Provide students with a physical learning environment that is safe, clean, attractive, and functional.

Qualifications:

Education/Certification:

TEA certification requirements

Bachelor's degree

Professional License preferred (e.g. Registered Architect, Registered Accessibility Specialist, or License Engineer)

Special Knowledge/Skills:

Knowledge of basic principles of construction, school plant maintenance, and custodial operations

Ability to manage budget and personnel

Ability to coordinate district function

Ability to interpret policy, procedures, and data

Ability to read blueprints and schematics

Strong organizational, communication, and interpersonal skills

Knowledgeable in Texas Department of Licensing and Regulation (TDLR) architectural barriers, boiler safety, and elevator safety

Knowledgeable in asbestos compliance

Knowledgeable in Integrated Pest Management (IPM)

Knowledgeable in Indoor Air Quality (IAQ)

Knowledgeable in Environmental Compliance (e.g. Asbestos Compliance, Indoor Air Quality, Integrated Pest management)

Knowledgeable of accessibility compliance

Knowledgeable of emergency operations and hurricane procedures

Experience:

Three years of supervisory experience in maintenance operations

Five Three years of experience in maintaining a large plant or building required

Major Responsibilities and Duties:

Building Maintenance and Repair

Direct and manage custodial, maintenance and repair, security, and central warehouse operations of district.

Receive and process work orders for repair and maintenance of buildings and grounds.

Develop and maintain written departmental procedures for maintenance, repair, operations, and security of all district buildings and equipment.

Prepare plans and specifications for contracted repair work and site improvement for submission to purchasing department for bids.

Assist in coordinating all work assignments with Maintenance Personnel.

Maintain records and submit progress report on all ADA work.

Inspect all district facilities to ensure that district is in compliance with the American with Disabilities act, Asbestos Management, IPM, environmental and any other requirements by law.

Assist in preparing plans and specifications for in-house work.

Assists in coordinating with architects and engineers to follow Edinburg CISD's facility construction program.

Coordinate the training of district custodial staff for proper implementation of cleaning solutions.

Maintains custodial inventory equipment and supplies.

Policy, Reports, and Law

Implement federal and state law, State Board of Education rule, and local board policy in maintenance area.

Compile, maintain, and file all reports, records, and other documents required in maintenance area.

Prepare data necessary to process maintenance payroll.

Works closely with federal, state, and local entities in the regulation of procedures for school maintenance and operations.

Budget and Inventory

Administer maintenance budget and ensure that programs are cost-effective and funds are managed prudently.

Compile budgets and cost estimates based on documented program needs.

Plan and direct inventory and stock control program for equipment and supplies.

Initiate purchase orders and bids in accordance with budgetary limitations and district policies.

Replace and maintain a current inventory of supplies and parts to avoid delay when reordering.

Approve and forward invoices and purchases orders for maintenance department to accounting department.

Recommend disposal of obsolete equipment and purchase replacement equipment when necessary.

Personnel Management

Assign work to maintenance personnel and oversee completion.

Prepare, review, and revise job descriptions in maintenance department.
Evaluate job performance of employees to ensure effectiveness.
Recruit, train, and supervise maintenance personnel and make sound recommendations about personnel placement, transfer, retention, and dismissal.

Safety

Maintain safety standards in conformance with federal, state, and insurance regulations and develop a program of preventive safety.

Ensure that equipment is maintained in operating and optimum condition.

Other

Performs all duties in a safe manner to avoid injury to oneself and/or to others.

Performs disaster duty when needed.

Attend professional growth activities to keep abreast of innovative techniques in maintenance operations.

Respond to after hour emergencies as needed.

Supervisory Responsibilities:

Supervise and evaluate performance of NTP's in Maintenance Department, skilled craftsmen, head custodians, grounds supervisors, warehouse supervisors, security personnel, and support staff assigned to maintenance department.

Working Conditions:

Mental Demands/Physical Demands/Environmental Factors:

Frequent district-wide travel; occasional prolonged and irregular hours; work indoors and outdoors to conduct on-site inspections of all maintenance facilities and construction projects.

The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Signature of Employee

Date

Job Title: Coordinator of Maintenance and Facilities**Wage/Hour Status:** Exempt**Reports to:** Assistant Superintendent for District Administration**Pay Grade:** NTP**Dept./School:** Maintenance and Facilities**Date Revised:** JAN 22 2009**Primary Purpose:**

Direct and manage maintenance and district's custodial operations. Maintain physical school plant in a condition of operating excellence so that full educational use may be made at all times. Provide students with a physical learning environment that is safe, clean, attractive, and functional.

Qualifications:**Education/Certification:**

TEA certification requirements

Minimum Associate's degree

Bachelor's degree preferred

Special Knowledge/Skills:

Knowledge of basic principles of construction, school plant maintenance, and custodial operations

Ability to manage budget and personnel

Ability to coordinate district function

Ability to interpret policy, procedures, and data

Ability to read blueprints and schematics

Strong organizational, communication, and interpersonal skills

Experience:

Three years of supervisory experience in maintenance operations

Five years of experience in maintaining a large plant or building required

Major Responsibilities and Duties:**Building Maintenance and Repair**

Direct and manage custodial, maintenance and repair, security, and central warehouse operations of district.

Receive and process work orders for repair and maintenance of buildings and grounds.

Develop and maintain written departmental procedures for maintenance, repair, operations, and security of all district buildings and equipment.

Prepare plans and specifications for contracted repair work and site improvement for submission to purchasing department for bids.

Policy, Reports, and Law

Implement federal and state law, State Board of Education rule, and local board policy in maintenance area.

Compile, maintain, and file all reports, records, and other documents required in maintenance area.

Prepare data necessary to process maintenance payroll.

Budget and Inventory

Administer maintenance budget and ensure that programs are cost-effective and funds are managed prudently.

Compile budgets and cost estimates based on documented program needs.

Plan and direct inventory and stock control program for equipment and supplies.

Initiate purchase orders and bids in accordance with budgetary limitations and district policies.

Replace and maintain a current inventory of supplies and parts to avoid delay when reordering.

Approve and forward invoices and purchases orders for maintenance department to accounting department.

Recommend disposal of obsolete equipment and purchase replacement equipment when necessary.

Personnel Management

Assign work to maintenance personnel and oversee completion.

Prepare, review, and revise job descriptions in maintenance department.

**Edinburg Consolidated Independent School District
Job Description**

Evaluate job performance of employees to ensure effectiveness.
Recruit, train, and supervise maintenance personnel and make sound recommendations about personnel placement, transfer, retention, and dismissal.

Safety

Maintain safety standards in conformance with federal, state, and insurance regulations and develop a program of preventive safety.

Ensure that equipment is maintained in operating and optimum condition.

Other

Performs all duties in a safe manner to avoid injury to oneself and/or to others.

Performs disaster duty when needed.

Attend professional growth activities to keep abreast of innovative techniques in maintenance operations.

Respond to after hours emergencies as needed.

Supervisory Responsibilities:

Supervise and evaluate performance of skilled craftsmen, head custodians, grounds supervisors, warehouse supervisors, security personnel, and support staff assigned to maintenance department.

Working Conditions:

Mental Demands/Physical Demands/Environmental Factors:

Frequent district-wide travel; occasional prolonged and irregular hours; work indoors and outdoors to conduct on-site inspections of all maintenance facilities and construction projects.

The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Signature of Employee

Date

**Edinburg Consolidated Independent School District
Job Description**

Job Title: Coordinator of Career and Technical Education

Wage/Hour Status: Exempt

Reports to: Assistant Superintendent for Instruction & Support Services

Pay Grade: NTP

Dept./School: Career & Technical Education

Date Revised:

PRIMARY PURPOSE:

Direct and manage district career and technical education program and facilities to meet student needs. Serve as instructional leader in development and improvement of instructional programs in career and technical education.

QUALIFICATIONS:

Education/Certification:

Texas Certification requirements

Master's degree with emphasis in secondary education and educational administration preferred

Valid Texas Mid-Management certificate

Valid Texas Teaching certificate

Special Knowledge/Skills:

Working knowledge of federal and state code governing career and technology education

Ability to **manage prepare budgets and personnel manage federal and state funds**

Ability to coordinate district function

Ability to interpret policy, procedures, and data **from state and federal legislation**

Strong organizational, communication, public relations, and interpersonal skills

Experience:

Three years of successful administrative experience

Five Three years of successful teaching experience required

MAJOR RESPONSIBILITIES AND DUTIES:

Instructional Management

Provide programs of study that promote college and workforce readiness.

Sponsor state and local staff development activities.

Develop and manage special initiatives such as Tech Prep, Workforce, Dual Enrollment.

Assist colleges, universities, and local schools with teacher training.

Reinforce challenging academic and technical standards.

Ensure that student progress is evaluated on a regular, systematic basis, and that findings are used to make career and technical education program more effective.

Facilitate planning and application of technologies in career and technical education program.

Encourage and support development of innovative instructional programs, helping teachers pilot such efforts when appropriate.

Plan the necessary time, resources, and materials to support subordinates in accomplishing educational goals.

Obtain and use evaluative findings (including student achievement data) to gauge program effectiveness.

Ensure that curriculum renewal is continuous and responsive to student needs.

Provide career exploration and awareness resources and testing materials to all campuses.

Serve on state and local committees including Tech-Prep and School-to-Work committees.

Establish student admission criteria for each career and technical education program.

Identify and define local job opportunities for students.

Assume responsibility for career and technical education facilities and coordinate needed repairs and maintenance.

Integrate academics with career and technical education programs using a coherent sequence of courses.

Link career & technical education at the secondary and post secondary level.

Develop, improve or expand the use of technology in the career and technical education programs.

Develop and implement evaluations of the career and technical education programs carried out with funds, including an assessment of how the needs of special populations are being met.

Provide services and activities that are of sufficient size, scope, and quality to be effective.

Provide activities to prepare special populations for high skill, high wage, or high demand occupations that will lead to self sufficiency.

Ensure that a college and career readiness program is available to all career and technical education students.

Student Management:

Provide students with courses that are relevant, rigorous, and support attainment of academic and graduation standards.

Prepare students for college and career success.

Provide students with curriculum that leads to technical-skill attainment and an industry recognized credential.

Implement district student management policies, communicate expected student behavior related to career and technical education programs and ensure enforcement of the Student Code of Conduct and the student handbook.

Establish and maintain open lines of communication by conducting conferences on vital issues with parents, Students, teachers, and administrators.

Provide students with strong experience in an understanding of all aspects of an industry to include work-based learning.

Ensure that all students have the opportunity to join a career and technical education organization.

Policy, Reports, and Law:

Comply with requirements from the Performance Based Monitoring Accountability System, Office of Civil Rights, and Perkins Program Effectiveness Review.

Recommend sound policies directed to improve program.

Implement the policies established by federal and state law, State Board of Education rule, and local board policy in area of career and technical education.

Compile, maintain, file, and present all reports, records, and other documents required.
Initiate, improve, expand, and modernize quality career and technical education programs, including relevant technology.
Plan, coordinate, and monitor the career and technical education program to ensure that they meet or exceed Local Education Agency (LEA), State, and Federal requirements.

Budget and Inventory:

Administer the career and technical education budget and ensure that programs are cost effective and that funds are managed prudently.
Compile budgets and cost estimates based on documented program needs.
Maintain a current inventory of supplies and equipment and recommend the disposal and replacement of equipment when necessary.
Approve and forward purchase orders for department to accounting department.

Personnel Management:

Prepare, review, and revise job descriptions of career and technical education department.
Develop training options and/or improvement plans to ensure operation of career and technology education department.
Evaluate job performance of employees to ensure effectiveness.
Participate in recruitment, selection, and training of personnel.
Make sound recommendations about personnel placement, transfer, retention, discipline, and dismissal.
Provide professional development programs to teachers, faculty, administrators, and career guidance and academic counselors who are involved in integrated career and technical education programs.

Communication and Community Support :

Improve the image of CTE among students, parents, and community leaders.
Establish partnerships with business and industry as well as secondary and postsecondary institutions.
Provide timely and effective oral and written communication with principals, teachers, staff, parents, and community.
Assist students, parents, and teachers with career, college, and scholarship information.
Recruit employers and businesses to provide learning experience to students and provide assistance as necessary.
Articulate the district's mission and goals in career and technical education to community and solicit its support in realizing mission.
Demonstrate awareness of district-community needs and initiate activities to meet those needs.
Use appropriate and effective techniques to encourage community and parent involvement.

Other

Performs all duties in a safe manner to avoid injury to oneself and/or to others.
Performs other related duties as assigned.

SUPERVISORY RESPONSIBILITIES:

Supervise and evaluate the performance of instructional staff, aides, and support staff in the career and technical education department, Teen Parent program, and Print Shop

WORKING CONDITIONS:

Mental Demands/Physical Demands/Environmental Factors:

Maintain emotional control under stress; frequent district-wide and occasional statewide travel; occasional prolonged and irregular hours

The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Signature of Employee

Date

Job Title: Coordinator of Career and Technical Education**Wage/Hour Status:** Exempt**Reports to:** Assistant Superintendent for Instruction & Support Services**Pay Grade:** NTP**Dept./School:** Career & Technical Education**Date Revised:****PRIMARY PURPOSE:**

Direct and manage district career and technical education program and facilities to meet student needs. Serve as instructional leader in development and improvement of instructional programs in career and technical education.

QUALIFICATIONS:**Education/Certification:**

Texas Certification requirements

Master's degree with emphasis in secondary education and educational administration preferred

Valid Texas Mid-Management certificate

Valid Texas Teaching certificate

Special Knowledge/Skills:

Working knowledge of federal and state code governing career and technology education

Ability to manage budget and personnel

Ability to coordinate district function

Ability to interpret policy, procedures, and data

Strong organizational, communication, public relations, and interpersonal skills

Experience:

Three years of successful teaching experience required

MAJOR RESPONSIBILITIES AND DUTIES:**Instructional Management**

Ensure that student progress is evaluated on a regular, systematic basis, and that findings are used to make career and technical education program more effective.

Facilitate planning and application of technologies in career and technical education program.

Encourage and support development of innovative instructional programs, helping teachers pilot such efforts when appropriate.

Plan the necessary time, resources, and materials to support subordinates in accomplishing educational goals.

Obtain and use evaluative findings (including student achievement data) to gauge program effectiveness.

Ensure that curriculum renewal is continuous and responsive to student needs.

Provide career exploration and awareness resources and testing materials to all campuses.

Serve on state and local committees including Tech-Prep and School-to-Work committees.

Establish student admission criteria for each career and technical education program.

Identify and define local job opportunities for students.

Assume responsibility for career and technical education facilities and coordinate needed repairs and maintenance.

Integrate academics with career and technical education programs using a coherent sequence of courses.

Link career & technical education at the secondary and post secondary level.

Develop, improve or expand the use of technology in the career and technical education programs.

Develop and implement evaluations of the career and technical education programs carried out with funds, including an assessment of how the needs of special populations are being met.

Provide services and activities that are of sufficient size, scope, and quality to be effective.

Provide activities to prepare special populations for high skill, high wage, or high demand occupations that will lead to self sufficiency.

Ensure that a college and career readiness program is available to all career and technical education students.

Student Management:

Implement district student management policies, communicate expected student behavior related to career and technical education programs and ensure enforcement of the Student Code of Conduct and the student handbook.

Establish and maintain open lines of communication by conducting conferences on vital issues with parents, Students, teachers, and administrators.

Provide students with strong experience in an understanding of all aspects of an industry to include work-based learning.

Ensure that all students have the opportunity to join a career and technical education organization.

Policy, Reports, and Law:

Recommend sound policies directed to improve program.

Implement the policies established by federal and state law, State Board of Education rule, and local board policy in area of career and technical education.

Compile, maintain, file, and present all reports, records, and other documents required.

Initiate, improve, expand, and modernize quality career and technical education programs, including relevant technology.

Plan, coordinate, and monitor the career and technical education program to ensure that they meet or exceed Local Education Agency (LEA), State, and Federal requirements.

Budget and Inventory:

Administer the career and technical education budget and ensure that programs are cost effective and that funds are managed prudently.

Compile budgets and cost estimates based on documented program needs.

Maintain a current inventory of supplies and equipment and recommend the disposal and replacement of equipment when necessary.

Approve and forward purchase orders for department to accounting department.

Personnel Management:

- Prepare, review, and revise job descriptions of career and technical education department.
- Develop training options and/or improvement plans to ensure operation of career and technology education department.
- Evaluate job performance of employees to ensure effectiveness.
- Participate in recruitment, selection, and training of personnel.
- Make sound recommendations about personnel placement, transfer, retention, discipline, and dismissal.
- Provide professional development programs to teachers, faculty, administrators, and career guidance and academic counselors who are involved in integrated career and technical education programs.

Communication and Community Support :

- Provide timely and effective oral and written communication with principals, teachers, staff, parents, and community.
- Assist students, parents, and teachers with career, college, and scholarship information.
- Recruit employers and businesses to provide learning experience to students and provide assistance as necessary.
- Articulate the district's mission and goals in career and technical education to community and solicit its support in realizing mission.
- Demonstrate awareness of district-community needs and initiate activities to meet those needs.
- Use appropriate and effective techniques to encourage community and parent involvement.

Other

- Performs all duties in a safe manner to avoid injury to oneself and/or to others.
- Performs other related duties as assigned.

SUPERVISORY RESPONSIBILITIES:

Supervise and evaluate the performance of instructional staff, aides, and support staff in the career and technical education department, Teen Parent program, and Print Shop

WORKING CONDITIONS:

Mental Demands/Physical Demands/Environmental Factors:

Maintain emotional control under stress; frequent district-wide and occasional statewide travel; occasional prolonged and irregular hours

The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Signature of Employee _____

Date _____

Job Title: Director of Bilingual/ESL**Wage /Hour Status:** Exempt**Reports To:** Assistant Superintendent for Instruction & Support Services**Pay Grade:** NTP**Dept./School:** Administration**Date Revised:****PRIMARY PURPOSE:**

The Director of Bilingual/ESL must work closely with the Area Instruction & Support Services Directors and Director of Federal Programs to render technical assistance and direction to personnel responsible for providing services to Bilingual/ESL students as well as those paid for with state Bilingual/ESL and Title III funds. The Director of Bilingual/ESL Education will be responsible for the general operation of the district's Bilingual/ESL and English as a Second Language programs and federal Title III LEP and Immigrant grant as well as any other activities assigned by the Superintendent of Schools.

QUALIFICATIONS:

TEA certification requirements
 Valid Texas Mid-Management certificate or Principal-ship certification required
 Certificate or Endorsement in Bilingual/ESL required
 Minor in Bilingual or Bilingual/Bicultural education required
 Five years successful school management or central office administration experience required
 Five years of successful teaching experience required
 Experience in a Bilingual or ESL classroom preferred

MAJOR RESPONSIBILITIES AND DUTIES:

Provide direction and guidance for the district's Bilingual/ESL and Immigrant program and ensure that the district is in compliance with all state and federal rules and guidelines.
 Provide assistance to principals and all other personnel involved in the implementation of district's Bilingual/ESL and Immigrant program.
 Work with campus principal and other personnel to ensure the implementation of differentiated instruction to meet the different oral language proficiency level of the students.
 Actively review all state and federal legislation to ensure that LEP students are receiving the appropriate Bilingual/ESL services.
 Provide for the planning and implementation of all staff development activities for personnel responsible for delivering the district's Bilingual/ESL and immigrant services.
 Ensure that district and campus staff are providing for the proper identification and reporting of Bilingual/ESL and immigrant students as it relates to program placement and PEIMS.
 Maintain all records and documentation related to the Bilingual/ESL and Immigrant programs.
 Monitor with fidelity the completion and implementation: "Intensive Intervention Plan for student exit from LEP status (M1 or M2)".
 Provide technical guidance to all district and campus staff responsible for the maintenance and monitoring of LPAC requirements, procedures, and documentation.
 To provide guidance that all LPAC documents be properly distributed to the middle school campuses.
 Provide for the development and implementation of the overall instructional programs for LEP and immigrant students.
 Ensure that all resource materials and curriculum documents for Bilingual/ESL and immigrant students is reviewed and revised annually.
 Coordinate with the Bilingual/ESL Supervisors of the proper implementation of Bilingual/ESL programs.
 Assume joint responsibility with campus principals and the instructional staff to ensure coordination of Title I programs and that these programs are being conducted as approved.
 Assume joint responsibility with campus principals and the instructional staff to ensure coordination of Title III programs and that these programs are being conducted as approved.
 Assist the Federal Programs Director in Responsible for planning and preparing the annual Title III application and compliance report.
 Monitor the expenditure of state Bilingual/ESL and Title III funds and ensure that these are in compliance with state and federal guidelines.
 Responsible for assuring that a yearly evaluation report is completed and used to accurately determine program effectiveness by coordinating Work with the Federal Programs Director, Evaluator and Testing and Evaluation Department. to ensure that a yearly evaluation report is completed and used to accurately determine program effectiveness.
 Systematically monitor and provide feedback on the implementation of Bilingual/ESL and Immigrant programs at the district and campus level.
 Meet with Bilingual/ESL Supervisors to properly review, revise and coordinate the proper implementation of programs for Bilingual/ESL and immigrant students.
 Ensure that campuses are involved in the evaluation and selection of instructional materials which meet the needs of Bilingual/ESL and immigrant students.
 Assist in the coordination and supervision of Saturday academies, Saturday tutorials, and summer school programs for Bilingual/ESL and immigrant students.
 Responsible for the planning and implementation of the state mandated pre-kinder and kindergarten summer school program.
 Work with other district personnel to identify Bilingual/ESL and immigrant students eligible for the District's summer school program and ensure that teachers and staff are appropriately trained for this program.
 Responsible for coordinating the supplemental parent outreach activities as required by the Title III LEP and Immigrant grant.

Edinburg Consolidated Independent School District
 Job Description

EXHIBIT _____

Coordinate services with the Parental Involvement Office to ensure that parents of Bilingual/ESL and immigrant students are provided activities and services designed to support their children.

Coordinate with campus principals to ensure proper communication is established with bilingual parents.

To ensure that programs provided to Bilingual/ESL parents are properly implemented and executed.

Provide comprehensive support services to immigrant students and their families by coordinating with private and public agencies.

Monitor the transition of between feeder schools to ensure proper instructional placement of incoming students entering middle schools.

Monitor the transition of students exiting the bilingual program in the elementary grades.

Provide timely and effective oral and written communication with principals, teachers, staff, parents, and community.

Assist in the planning, conducting and operation of in-service and staff development programs.

Performs all duties in a safe manner to avoid injury to oneself and/or to others.

Performs other related duties as assigned.

SUPERVISORY RESPONSIBILITIES:

Supervise and evaluate the performance of assigned personnel

WORKING CONDITIONS:

Mental Demands/Physical Demands/Environmental Factors

Ability to communicate effectively (verbal and written); interpret policy, procedures, and data; coordinate district functions; maintain emotional control under stress; occasional district and statewide travel; occasional prolonged and irregular hours

The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Signature of Employee

Date

Job Title: Director of Bilingual/ESL**Wage /Hour Status:** Exempt**Reports To:** Assistant Superintendent for Instruction & Support Services**Pay Grade:** NTP**Dept./School:** Administration**Date Revised:** SEP 10 2008**PRIMARY PURPOSE:**

The Director of Bilingual/ESL must work closely with the Area Directors and Director of Federal Programs to render technical assistance and direction to personnel paid for with state bilingual/ESL and Title III funds. The Director of Bilingual/ESL Education will be responsible for the general operation of the district's Bilingual and English as a Second Language programs as well as any other activities assigned by the Superintendent of Schools.

QUALIFICATIONS:

TEA certification requirements

Valid Texas Mid-Management certificate or Principalship certification required

Certificate or Endorsement in Bilingual/ESL required

Minor in Bilingual or Bilingual/Bicultural education required

Five years successful school management or central office administration experience required

Five years of successful teaching experience required

Experience in a Bilingual or ESL classroom preferred

MAJOR RESPONSIBILITIES AND DUTIES:

Provide direction and guidance for the district's Bilingual/ESL and Immigrant program and ensure that the district is in compliance with all state and federal rules and guidelines.

Provide assistance to principals and all other personnel involved in the implementation of district's Bilingual/ESL and Immigrant program.

Actively review all state and federal legislation to ensure that LEP students are receiving the appropriate Bilingual/ESL services.

Provide for the planning and implementation of all staff development activities for personnel responsible for delivering the district's Bilingual/ESL and immigrant services.

Ensure that district and campus staff are providing for the proper identification and reporting of Bilingual/ESL and immigrant students as it relates to program placement and PEIMS.

Maintain all records and documentation related to the Bilingual/ESL and Immigrant programs.

Provide technical guidance to all district and campus staff responsible for the maintenance and monitoring of LPAC requirements, procedures, and documentation.

Provide for the development and implementation of the overall instructional programs for LEP and immigrant students. Ensure that all resource materials and curriculum documents for Bilingual/ESL and immigrant students is reviewed and revised annually.

Assist the Federal Programs Director in preparing the annual Title III application and compliance report.

Monitor the expenditure of state Bilingual/ESL and Title III funds and ensure that these are in compliance with state and federal guidelines.

Work with the Federal Programs Director, Evaluator and Testing and Evaluation Department to ensure that a yearly evaluation report is completed and used to accurately determine program effectiveness.

Systematically monitor and provide feedback on the implementation of Bilingual/ESL and Immigrant programs at the district and campus level.

Ensure that campuses are involved in the evaluation and selection of instructional materials which meet the needs of Bilingual/ESL and immigrant students.

Assist in the coordination and supervision of Saturday academies, Saturday tutorials, and summer school programs for Bilingual/ESL and immigrant students.

Work with other district personnel to identify Bilingual/ESL and immigrant students eligible for the District's summer school program and ensure that teachers and staff are appropriately trained for this program.

Coordinate services with the Parental Involvement Office to ensure that parents of Bilingual/ESL and immigrant students are provided activities and services designed to support their children.

Provide comprehensive support services to immigrant students and their families by coordinating with private and public

**Edinburg Consolidated Independent School District
Job Description**

EXHIBIT _____

agencies.

Monitor the transition of between feeder schools to ensure proper instructional placement of incoming students entering middle schools.

Performs all duties in a safe manner to avoid injury to oneself and/or to others.

Performs other related duties as assigned.

SUPERVISORY RESPONSIBILITIES:

Supervise and evaluate the performance of assigned personnel

WORKING CONDITIONS:

Mental Demands/Physical Demands/Environmental Factors

Ability to communicate effectively (verbal and written); interpret policy, procedures, and data; coordinate district functions; maintain emotional control under stress; occasional district and statewide travel; occasional prolonged and irregular hours

The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Signature of Employee

Date

**Edinburg Consolidated Independent School District
Job Description**

**APPROVAL OF MEMORANDUM OF UNDERSTANDING (M.O.U.)
REGARDING THE HIDALGO COUNTY JUVENILE JUSTICE ALTERNATIVE
EDUCATION PROGRAM (J.J.A.E.P.)**

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Trustees approve a memorandum of understanding (M.O.U.) regarding the Hidalgo County Juvenile Justice Alternative Education Program (J.J.A.E.P.).

RATIONALE:

The memorandum of understanding (M.O.U.) provides for the Hidalgo County Juvenile Department to assume educational responsibilities for ECISD students who have been expelled under mandatory expulsion rules (T.E.C. 37.007).

Connections to the District Plan: Goal 6 Learning Environment
District Performance Objective II: The Edinburg CISD shall provide state-of-the-art facilities and resources, and maintain a safe and drug-free environment.

PAPERWORK IMPACT:

M.O.U. 2010-2011 agreement with Juvenile Probation Department.

BUDGETARY INFORMATION:

Mandatory Expulsions: no cost to the district. The County of Hidalgo will claim ADA directly from the state for students placed in J.J.A.E.P.
Discretionary Expulsion: Local funds \$42,000

(199-95-6223-00-001/002/003-1199000)

Appropriation	Encumbrance	Expenditure	Balance
42,000	0	0	42,000

***2010-2011 budget for EHS, ENHS, JEHS

RESOURCE PERSONNEL:

Dr. Rene Gutierrez, Superintendent of Schools
Maria Luisa Guerra, Assistant Superintendent for Instruction/Support Services
Rigoberto Abrego, Assistant Superintendent for Finance & Operations
Santa T. Alvarado, Area ISS Director---JEHS
Dominga Vela, Area ISS Director ---ENHS
Hector Gonzalez, Area ISS Director --EHS
Elizabeth Sanchez, Coordinator of Pupil Services/Intake

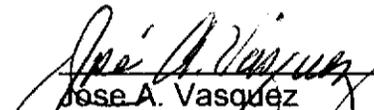
BOARD POLICY REFERENCE AND COMPLIANCE:

This item is in compliance and in accordance with Board Policy BAA, Powers and Duties.

Prepared by:


Elizabeth Sanchez

Approved by:


Jose A. Vasquez

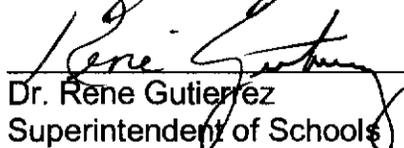
Finance Department Approval:


Sylvia D. Garcia

Within Budgetary Allocations:


Rigoberto Abrego

Recommended by:


Dr. Rene Gutierrez
Superintendent of Schools

MEMORANDUM OF UNDERSTANDING REGARDING THE HIDALGO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

This Memorandum of Understanding is entered into by and between **HIDALGO COUNTY JUVENILE BOARD ("HCJB")** and the **EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT** (the "District").

I. Background and Purpose

1.1 Chapter 37 of the Texas Education Code requires that the HCJB establish and operate a Juvenile Justice Alternative Education Program ("JJAEP") for youth who are expelled from school for the offenses described in Section 37.007 (a), (d), and if applicable under Texas Education Code §37.007(e), § 37.007(i) or §37.304. School districts may contract with the HCJB for placement of students in the JJAEP who are expelled from school for the offenses described in Texas Education Code §37.007 (b), (c) (f) and (e) if not officially arrested, charged and referred to HCJB under Texas law. School districts may also place students in the JJAEP pursuant to other provisions of the Texas Education Code (§37.0081 and §37.305). Unless otherwise stated, all references to section and chapter numbers are to the Texas Education Code.

1.2 The purpose of this Memorandum of Understanding is to set forth the duties and responsibilities of HCJB and the District regarding the operation of the Hidalgo County JJAEP and to comply with the requirements of Section 37.011 (k), (l), and (m).

II. Goals

2.1 The major goals for the JJAEP are: (1) to provide a continuum of educational services to students; (2) to establish consistency, predictability, and appropriateness of student placement following expulsions from regular schools or alternative education programs; (3) to return students to a regular school setting when appropriate; (4) to impress upon youth that there are progressive sanctions for misconduct in the public school setting; and (5) to provide educational options for the juvenile courts.

III. Student Eligibility

3.1 Attendance at the JJAEP for the category of students described in subsections A ("Category A") and D ("Category D"), excluding D(3) below, of this section is mandatory. For the categories of students described in subsections B ("Category B"), C ("Category C") and D(3) of this section, the District may elect whether or not to enroll these students in the JJAEP. By completing the appropriate portions of Attachment "A" hereto, the District must indicate which categories of students may attend the JJAEP. If the District elects not to offer the JJAEP as a post-expulsion placement option for Category B and C students or if a student is not under age 21, the JJAEP is not responsible for the education of these students.

EXHIBIT _____

- A. Students shall be placed in the JJAEP in those cases where they are expelled and have been officially charged, arrested and referred to the Hidalgo County Juvenile Probation Department for committing one of the offenses enumerated under Section 37.007(a), (d), (e) or (i) ("Category A - mandatory offenses"). Students who are charged with and expelled for Category A offenses, but who have not had a finding entered by the Court regarding delinquency, are included in the Category A definition. JJAEP funding for Category A students is provided to the HCJB by the Texas Juvenile Probation Commission ("TJPC").
- B. If a student is expelled from the District for committing a Category A offense but
- (1) is not charged, arrested and referred to the Hidalgo County Juvenile Probation Department for an offense listed in Section 37.007 (a), (d), (e) or (i);
 - (2) a determination is made under Family Code Section 53.01 that the person referred to juvenile court was not a "child" as that term is defined by Family Code Section 51.02(2);
 - (3) a determination is made that no deferred prosecution or formal court proceedings will be initiated against the child;
 - (4) the court or jury finds that the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case has been dismissed with prejudice; or
 - (5) the child was adjudicated but no disposition was or will be ordered by the court the student may be readmitted to the District at the District's discretion and in accordance with the requirements of this Memorandum of Understanding. Such students are referred herein to as having committed Category B - discretionary, non-court ordered offenses. The District shall fully and fairly examine the circumstances surrounding the case of each such student, and, where appropriate, consult with the District Attorney's Office, the Juvenile Probation Department and the student's parents. Following this examination, the District is

authorized to admit the student unconditionally, to admit the student to a District alternative education program, or, pursuant to the provisions of this Memorandum of Understanding, provide that the student continue the student's placement at the JJAEP for the remaining period of the student's expulsion or for a minimum period of six (6) weeks, whichever is greater. JJAEP funding for Category B students shall be provided by the District.

- C. A student may be expelled from the District
- (1) for committing an offense described in Section 37.007 (b) or (f), or for engaging in serious or persistent misbehavior covered by Section 37.007 (c); or
 - (2) after an opportunity for a hearing pursuant to Section 37.0081 ("Category C offenses"). The District has attached as Attachment "B" hereto those categories of conduct the District has defined in the District's student code of conduct as constituting serious or persistent misbehavior for which a student may be placed in the JJAEP. JJAEP funding for Category C students is provided by the District.
- D. Pursuant to Section 37.303, on receiving notice under Article 15.27, Code of Criminal Procedure, or Chapter 62, Code of Criminal Procedure, that a student is required to register as a sex offender under that chapter, the District shall, in the case of (1) and (2) below, and may, in the case of (3) below, remove the student from the regular classroom and shall place the student in the JJAEP if:
- (1) the student is under any form of court supervision, including probation, community supervision or parole; or
 - (2) the student is not under any form of court supervision and District determines that the student's presence in the regular classroom (i) threatens the safety of other students or teachers, (ii) will be detrimental to the educational process or (iii) is not in the best interests of the District's students; or.

- (3) the student is not under any form of court supervision but the District did not make the determination set forth in (2) above.

3.2 Students who commit Category B and C offenses on or after the beginning of the District's 2009-2010 academic year may attend the JJAEP in accordance with the terms of this Memorandum of Understanding. Students expelled for Category A offenses in 2009, but who were expelled by the District prior to the beginning of the District's 2009-2010 school year and who were adjudicated and placed on probation under Family Code Section 54.04, or who were placed on deferred prosecution under Family Code Section 53.03, shall attend the JJAEP for the remainder of their expulsion period or for the period the student is on court-ordered probation or deferred prosecution. JJAEP funding for these students is supplied by the TJPC.

3.3 Students expelled from the District for Category A offenses in 2009, but who were expelled prior to the beginning of the District's 2009-2010 school year and who were neither adjudicated and placed on probation under Family Code Section 54.04, nor placed on deferred prosecution under Family Code Section 53.03, shall attend the JJAEP for the remainder of their expulsion period or for the period the student is subsequently placed on court ordered probation or deferred prosecution and shall be funded by appropriations provided by the TJPC, unless the District is notified by a representative of the HCJB that (1) no deferred prosecution or formal court proceedings will be initiated involving the child; or (2) the court or jury finds that the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case has been dismissed with prejudice. In these cases the District may provide for the student's continued placement in the JJAEP as a Category B student for a minimum period of at least six (6) weeks.

3.4 Category D students shall be placed with the JJAEP as required by subchapter I of Chapter 37, and funding for such students shall be as set forth in such subchapter.

3.5 The District may expel a student who has been identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) only after a duly constituted Admission Review and Dismissal (ARD) committee determines that the alleged misconduct is not related to the student's disabilities. After making such a determination the District's ARD committee shall determine what services, if any, are necessary to comply with IDEA. The District shall remain responsible for making available the special education services necessary to implement the student's individual education plan (IEP). The District may make such services available in conjunction with the JJAEP or at a separate time and location, at the discretion of the District. If the District chooses to make such services available in conjunction with the JJAEP, the District shall cooperate with the JJAEP to minimize disruption of the JJAEP. If the District requires the student to leave the JJAEP for education services, the IEP will include the need for transportation as a related service. A representative of the JJAEP

may attend the ARD committee meeting. If a JJAEP facility is located within the District, the District is not required to provide any services to students assigned to the JJAEP facility who are not residents of the District, unless under contract with the student's home school district, the District assumes responsibility for IDEA compliance.

3.6 If the JJAEP suspects that a student who has not been previously qualified as a student with disabilities under IDEA may be eligible for services under IDEA in the future, it shall refer the student to the student's school district of residence for referral and evaluation in accordance with applicable statutes and regulations.

3.7 Any student who does not meet the eligibility requirements of this Memorandum of Understanding is not entitled to educational services by the JJAEP.

IV. Responsibilities of the HCJB

4.1 The HCJB shall establish and operate the JJAEP as required by Section 37.011 and in accordance with applicable state and federal law. Other than for transportation services for Category B and C students attending the JJAEP (unless transportation is provided by the HCJB in accordance with section 5.1 hereof), and for providing the services described on Attachment "C" hereto for the transitioning of expelled students to the District prior to completion of the student's placement in the JJAEP, the District is not responsible for any aspect of the operation of the JJAEP unless expressly provided in this Memorandum of Understanding. The HCJB is not responsible for providing services to any student for whom it does not receive funding from either the TJPC or the District.

V. Transportation Services

5.1 Unless otherwise notified by HCJB in writing, the District shall be responsible for providing transportation services for Category B and C students attending the JJAEP who reside within the boundaries of the District.

VI. Terms and Conditions of Entrance and Exit

6.1 Upon placement of a student in the JJAEP, the District shall forward to the JJAEP the same records it is required to forward to another public school when a student transfers, including, but not limited to, the following student records:

- A. For students in middle school, the student's Middle School Plan;
- B. For students in grades 9-12, the student's Graduation Plan;
- C. The student's current transcript including all achievement test records;

- D. Withdrawal form, which shall indicate the student's list of current courses in which they are enrolled, the earned grade and the textbook and other instructional resources being used with that subject;
- E. The student's Texas Assessment of Knowledge Skills summary sheet, as applicable;
- F. The student's previous year's attendance record;
- G. The student's current year's attendance record; and
- H. The student's IEP, in accordance with section 3.5 of this Memorandum of Understanding.

6.2 A teacher employed by the JJAEP who holds a certification granted under Section 21.003(a) must review all academic work of the student prior to the student's exit from the JJAEP and return to the District, and must certify completion of course work based upon a determination that the student has mastered the essential knowledge and skills for a course at the seventieth percentile pursuant to Section 28.002 of the Education Code. In accordance with Section 37.011(d), such certification must be accepted by the District and all course credit earned by the student while at the JJAEP shall be reflected on the student's District transcript.

VII. Length of Student Placement

7.1 Unless otherwise provided for in this Memorandum of Understanding, each student who is expelled for Category A offenses must immediately, or as soon as practical, attend the JJAEP until: (1) the student completes the court-imposed requirements or as otherwise provided in Section 37.011(i); or (2) it is determined that the court will not exercise jurisdiction over the student based on the criteria set forth in Section 52.041 (c) and (d), Family Code.

7.2 Category B and C students identified in section 3.1B and C(1) hereof shall attend the JJAEP for the period of the individual student's expulsion; provided, however, that the student will remain in the JJAEP for a minimum period of at least (6) weeks. Category C students identified in section 3.1C(2) shall attend the JJAEP until such time as designated in Subsection 307.0081(d).

7.3 Category D students identified in section 3.1D(1) hereof shall attend the JJAEP for at least one semester. If a student transfers to the District during the student's mandatory placement in an alternative education program pursuant to Section 37.304(a), the District may require the student to complete a semester in the JJAEP in addition to the time spent in the alternative education program in the district from which the student transfers or may count any time spent in an alternative education program in the district from which the student transfers toward the mandatory placement requirement. Category D students identified in section 3.1D(3) whom the District places in the JJAEP shall

attend the JJAEP for one semester. The District shall convene a committee as required pursuant to Section 37.306 to determine whether Category D students shall remain in the JJAEP.

7.4 In the event any applicable law requires placement of a student in the JJAEP for a longer period than set forth above in this article VII, such placement shall be extended as so required by applicable law.

VIII. Funding

8.1 Funding for the JJAEP is provided by the state through the TJPC for all Category A students who must attend the JJAEP, and the District shall not assume any financial liability for such students. The District may contract with the HCJB to provide an educational placement for all Category B and Category C students, according to the terms and conditions set forth in Attachment "A" hereto, the contents of which are incorporated herein as if fully set forth in this Memorandum of Understanding. Funding for the JJAEP with respect to Category D students is provided pursuant to Section 37.310

IX. Administration of the Texas Assessment of Knowledge Skills (TAKS)

9.1 In accordance with Section 37.011(d), the following responsibilities are assigned for administering the TAKS, as applicable, to students enrolled in the JJAEP:

A. The District shall be responsible for securing and delivering to the JJAEP director or the director's designee all secured test materials at least one day before the day in which the TAKS, as applicable, is to be administered.

B. The JJAEP shall be responsible for acquiring all non-secured test materials which shall be made available to students enrolled in the JJAEP on the day the TAKS, as applicable, is to be administered.

C. The JJAEP shall be responsible for administering the TAKS, as applicable, test to those students enrolled in the JJAEP.

D. The District shall be responsible for retrieving at the JJAEP site all TAKS, as applicable, answer sheets and other secured test materials attributed to the District's students which are enrolled at the JJAEP.

E. The JJAEP shall be responsible for returning all non-secured material to the appropriate TEA contracted agent.

X. Expedited Processing

10.1 Consistent with the Texas Education Code, the parties hereto agree to use their best efforts to expedite the administrative and judicial processing of all cases related to this Memorandum of Understanding.

XI. Juvenile Probation

11.1 By executing this Memorandum of Understanding, the District does not authorize any court to order a student expelled under Section 37.007 (a), (d),(e) or (i) to attend a regular program, a regular campus, or a District alternative education program as a condition of probation, nor shall any court be authorized to order a student expelled under Section 37.007 (b), (c) or (f), where the District has stipulated that such student shall be placed in the JJAEP in accordance with the terms and conditions of this Memorandum of Understanding, to attend a regular program, a regular campus, or a District alternative education program as a condition of probation. Both the District and the HCJB agree that no court has such authority pursuant to this Memorandum of Understanding.

XII. Emergency Closure

12.1 In the event either the District or the JJAEP is closed due to disaster, flood, extreme weather condition or other calamity, (" Emergency Closure Days") the District shall provide the HCJB within ten (10) days of receipt the following:

- (1) funding, if any, District receive specifically for discretionary student attendance days related to Emergency Closure Days;
- (2) notification to HCJB of any waiver(s) filed by the District relating to Emergency Closure Days and
- (3) Updates and/or written status reports concerning any and all waivers filed by District relating to Emergency Closure Days.

XIII. Miscellaneous

13.1 This Memorandum of Understanding is effective August 1, 2009 through July 31, 2010.

13.2 If any provision, section, subsection, paragraph, sentence, clause or phrase of this Memorandum of Understanding, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof continue in full force and effect.

13.3 This Memorandum of Understanding, together with the instruments heretofore incorporated by reference and the attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party, that is not contained herein is of any force or effect. Any modifications to the terms hereof must be in writing and signed by the parties.

13.4 This Memorandum of Understanding is executed in multiple originals, each of which shall have the full force and effect of an original document, and each of which shall constitute but one and the same instrument.

EXECUTED this the _____ day of _____, 2010.

JUDGE MARIO E. RAMIREZ, JR., JUVENILE
JUSTICE CENTER OF HIDALGO COUNTY

By: _____
Israel "Buddy" Silva, Jr., Director and
Chief Juvenile Probation Officer

HIDALGO COUNTY JUVENILE BOARD

By: _____
Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

EDINBURG CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

By: _____
Printed Name: _____
Title: _____

ATTEST:

Attachment "A"

**Edinburg Consolidated Independent School District
Reservation of Student Spaces and Schedule of Payments for JJAEP
School Year 2010-2011**

The Edinburg Consolidated Independent School District (the "District") reserves the number of spaces for the 2010-2011 students identified as Category B and Category C students using the following chart. "Yes" entries in the option selections column indicate that these students will be placed in the JJAEP. If the "No" option is selected, the JJAEP is not responsible for the education of students in these categories.

Please identify the number of full time equivalent spaces that the District wishes to reserve for the entire year, which may vary from the number of individual students who are expelled during the year.

Category of Students	Optional Selections Yes/No	Number of Student Spaces Anticipated/Reserved
Total Number of Student Spaces Anticipated for Category A Offenses (Mandatory)		30
Category B Offenses (FALL SEMESTER, Only) (Optional - Students expelled for mandatory reasons but who cannot or will not be adjudicated for that offense)	0	
Category B Offenses (SPRING SEMESTER, Only)	0	
Category C Offenses (FALL SEMESTER, Only) (Optional - Students expelled for 37.007 (b), (c), and (e) student code of conduct violation)	5	
Category C Offenses (SPRING SEMESTER, Only)	5	
Total Number of Student Spaces Reserved for Category B and C Students		30

The District agrees to budget \$79.00 per student per attendance day for the 2010-2011 school year for each non-mandatory (Category B and Category C) student space reserved in the JJAEP, the total budgeted amount being 42,000. The budgeted amounts will be paid by the District to the JJAEP in two equal installments for student spaces reserved for the Fall semester due on or before September 15, 2010 and November 15, 2010, and in two equal installments for student spaces reserved for the Spring Semester, due on or before January 14, 2011 and March 15, 2011. Payments must be made to the Hidalgo County Treasurer, 100 N. Closner, Edinburg, Texas 78539.

At the end of the school year, the JJAEP shall refund to the District the sum of \$79.00 per student day paid by District to reserve student spaces for which no student was assigned by District to such space for any day during such school year, provided,

however, that the District shall not be refunded any sums of money for any day a student of District was assigned to such space but the student did not attend. Any remaining funds held by the JJAEP shall be distributed to the HJCB and these funds shall be used at the HJCB's discretion for JJAEP programmatic and administrative purposes.

With the prior approval of the JJAEP, the District may enroll additional Category B and Category C students in the JJAEP in excess of the number of those student spaces reserved at a rate of \$95.00 per student per attendance day for each student placement in excess of spaces reserved.

In the event the JJAEP or the District's participation in the program is terminated prior to July 31, 2011, the JJAEP shall refund to the District all funds paid by District to reserve student spaces for which no student was assigned by District to such space for any day during such school year, provided, however, that District shall not be refunded any sums of money for any day a student of District was assigned to such space but the student did not attend.

Pursuant to Section 37.0081(g) of the Education Code, notwithstanding anything to the contrary contained herein, with respect to each of the District's student's placed under Section 37.0081 of the Education Code with the JJAEP, the District shall reimburse the JJAEP for the actual cost incurred each day for the student while the student is enrolled in the JJAEP. The amounts paid as specified in the prior paragraphs of this Attachment shall be considered an estimate, and any adjustment to the amounts actually paid shall be made promptly upon the determination by the HJCB of the actual cost incurred by the JJAEP based on the HJCB's annual audit.

A - 2

EXHIBIT _____

Attachment "B"

District's Definition of Serious or Persistent Misbehavior

The District defines "persistent" as two or more violations of the Student Code of Conduct in general or repeated occurrences of the same violation. Serious offenses include, but are not limited to the following:

- Gambling or possessing gambling paraphernalia
- Using vulgar and/or profane language
- Making obscene or indecent gestures towards others
- Damaging property
- Pushing, shoving, or hitting another student
- Verbal confrontation
- Disruptive behavior in class
- Bullying
- Any level III repeated offense
- Inflicting physical abuse
- Fighting—starting a food fight
- Possession of pocketknife (non illegal)
- Smoking
- Showing defiance, disrespect, disobedience and non-compliance to school personnel
- Disruptive behavior in ISS (profanity)
- Threatening blackmail or extortion
- Stealing
- Possession of drug paraphernalia
- Inappropriate touching
- Inappropriate use of internet
- Using the internet to threaten students, employees, or cause disruption to the educational program
- Sending or posting messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal
- Possessing published or electronic material that is designed to promote or encourage illegal behavior or could threaten school safety
- Repeated offense of level IV infractions
- Possessing, concealing and /or using any instrument that inflicts serious bodily injury or death
- Firearms
- Illegal knife (as described by the penal code)
- Graffiti
- Setting a fire
- Sounding false fire alarms
- Setting off fire extinguishers
- Possessing, selling or using fireworks or explosives
- Making bomb threats
- Possessing or using alcohol
- Possessing, using or selling narcotics, inhalants or controlled substance
- Committing sex violations
- Inflicting property damage (malicious destruction, mutilation or defacement of school or personal property)
- Falsifying or changing permanent records or documents
- Inciting violence/riot
- Behavior requiring mandatory removal to AEP as specified by Chapter 37 and as outlined in the Student Code of Conduct
- Making terroristic threats

B - 1

EXHIBIT _____

Attachment "C"

Plan for the Transitioning of Expelled Students Prior to
Completion of JJAEP Placement
Page 3, Section 4.1

An individual plan to provide transitional services for a student scheduled to return to an Edinburg C.I.S.D. school from a J.J.A.E.P. placement shall be developed. The written plan prior to the student's return shall be developed by the home school counselor and administrator assigned to work with the student. The plan shall provide for academic and personal counseling services and shall be developed in consultation with and shared with appropriate JJAEP staff members, the student's parent(s) or guardian(s) and the home teachers(s) assigned to work with the student.

C-1

EXHIBIT _____

APPROVAL OF THE 2010-2011 ELEMENTARY AND SECONDARY STUDENT CODE OF CONDUCT AND STUDENT-PARENT HANDBOOKS AS PRESENTED

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Trustees approve the 2010-2011 Elementary and Secondary Student Code of Conduct and Student-Parent Handbooks as presented.

RATIONALE:

The TASB Model Student Code of Conduct states that a district define misconduct that may-or must- result in a range of specific disciplinary consequences.

Student-Parent Handbooks outline the rules and procedures required by the district for our students.

Connections to the District Plan:

District Goal: Learning Environment

District Goal 6 – The ECISD shall provide state of the art facilities and resources, and maintain a safe and drug-free environment.

District Performance Objective II: The District will restructure, revise, and enhance the comprehensive health and safety plan that will enhance the learning environment of all the ECISD community to ensure 100% of the students can earn a high school diploma of its equivalent.

Initiative III: Continue to align current discipline policies, procedures, and practices across campus and grade levels.

Strategy 1: Continue to update and implement the ECISD student code of conduct so as to align it to state and federal students.

PAPERWORK IMPACT:

No additional paperwork will be generated.

BUDGETARY INFORMATION:

Cost of duplication of manuals. Cost of duplication is reflected in the 2010-2011 budget.

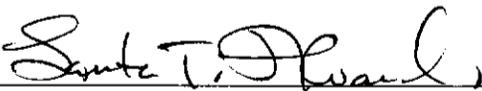
RESOURCE PERSONNEL:

Dr. René Gutiérrez, Superintendent of Schools
Mario Salinas, Assistant Superintendent for District Administration
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
Principals

BOARD POLICY REFERENCE AND COMPLIANCE:

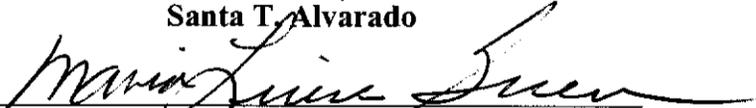
This item is in compliance and in accordance with Board Policy BF (Legal) and BF (Local).

Prepared by:



Santa T. Alvarado

Approved by:



Maria Luisa Guerra

Within Budgetary Allocation:



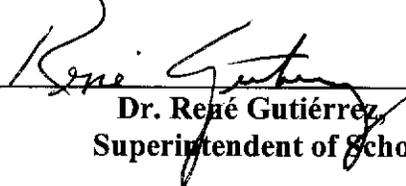
Sylvia Garcia

Financed department Approval:



Rigoberto Abrego

Recommended by:



Dr. René Gutiérrez,
Superintendent of Schools

APPROVAL OF 2010-2011 INTERLOCAL COOPERATION CONTRACT WITH UTPA FOR GEAR UP –FUND 274

Superintendent's Recommendation:

That the Board of Trustees approve the 2010-2011 interlocal cooperation contract with UTPA for Gear Up-Fund 274

Rationale:

The main purpose and intent of the GEAR UP grant program is:

1. to encourage eleventh grade students to set their educational goals beyond high school and prepare them to enter and succeed in post-secondary education

The GEAR UP (Gaining Early Awareness and Readiness for Undergraduate Program) is a partnership program with the University of Texas Pan American. The University of Texas Pan American will serve as the fiscal agent for the district.

Connection 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 2011 administration.

Paperwork Impact:

None

Budgetary Information:

• Proposed Budget for 2010-2011	\$268,250
- Edinburg High School	135,063
- Economedes High School	133,187

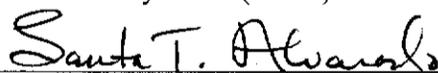
Resource Personnel:

Dr. René Gutiérrez, Superintendent of Schools
Rigoberto Abrego, Assistant Superintendent for Finance
Maria Luisa Guerra, Assistant Superintendent for Instruction & Support Services
Sylvia Garcia, Director of Finance
Santa T. Alvarado, Area Director of JEHS
Dan Roma, Edinburg High School Principal
Gloria Rivera, Economedes High School Principal

Board Policy Reference and Compliance:

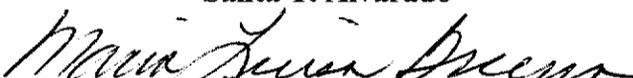
This item is in compliance and in accordance with Board Policy GNC (Local).

Prepared by:



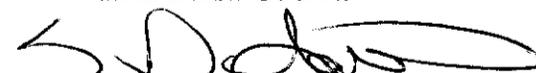
Santa T. Alvarado

Approved by:



Maria Luisa Guerra

Within Budgetary Allocation:



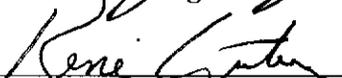
Sylvia Garcia

Finance Department Approval:



Rigoberto Abrego

Recommended by:



Dr. René Gutiérrez,
Superintendent of Schools

INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract (this "Contract") is entered into effective September 1, 2010 ("Effective Date"), by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: The University of Texas-Pan American, an institution of higher education and agency of the State of Texas.

Performing Party: Edinburg Consolidated Independent School District, a local entity of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to increase the number of students that are prepared to enter and succeed in post-secondary education (the "Project"). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

The mission of the GEAR UP Project (Gaining Early Awareness and Readiness for Undergraduate Programs) is to significantly increase the number of students that are prepared to enter and succeed in post-secondary education. The success of the Project is monitored by achieving the final outcomes of the objectives within the evaluation framework of the grant. The objectives are accomplished through focused and intentional strategies that include rigorous academic instruction, mentoring and tutoring, career advisement, counseling, professional development for educators, parental involvement, and other sustained support services more specifically described in Attachment A attached hereof and incorporated for all purposes.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Section 77, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 11, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party hereby certifies that neither performing party nor the firm, corporation, partnership or institution represented by performing party, or anyone acting for such firm, corporation, or institution is currently on hold, suspended or debarred by any State of Texas or Federal Agency, or has been excluded from participation in any federal reimbursement program.

CONTRACT AMOUNT:

The total amount of this Contract shall not exceed \$ 268,250

EXHIBIT V

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Texas Government Code*.

Receiving Party shall pay for services received upon receipt of a proper invoice or voucher prepared by the Performing Party within thirty (30) days from receipt of same.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

TERM:

The term of this Contract begins on the Effective Date and expires on **August 31, 2011**.

NOTICES:

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Receiving Party: The University of Texas-Pan American
1201 W. University Dr,
Edinburg, TX 78539
Attention: _____
Vice President for Business Affairs
Fax: (956) 381-2307
Email: materialmgt@utpa.edu

with copy to: The University of Texas-Pan American
201 W. University Dr,
Edinburg, TX 78539
Attention: Dr. John A. Edwards
Vice President for Enrollment and Student Services
Fax: (956) 381-2268
Email: edwardj@utpa.edu

with copy to: The University of Texas-Pan American
201 W. University Dr,
Edinburg, TX 78539
Attention: Amanda Lawrence
Contracts Coordinator
Fax: (956) 381-2160
Email: lawrencean@utpa.edu

If to Performing Party:

Attention: _____

Fax: (____) _____
Email: _____

with copy to:

Attention: _____
Fax: _____
Email: _____

or such other person or address as may be given in writing by either party to the other in accordance with this Section.

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

Receiving Party may terminate this Contract upon thirty (30) days' advance written notice of termination to the Performing Party.

OTHER PROVISIONS:

Access by Individuals with Disabilities. Performing Party represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it provides to Receiving Party under this Contract (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Performing Party becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants that it will, at no cost to Receiving Party, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Performing Party is unable to do so, then Receiving Party may terminate this Contract and Performing Party will refund to Receiving Party all amounts Receiving Party has paid under this Contract within thirty (30) days after the termination date.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Performing Party agrees that any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency that Performing Party owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Products and Materials Produced in Texas. If Performing Party will provide services under this Contract, Performing Party covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this Contract, Performing Party shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

EXHIBIT V-3

Venue; Governing Law. Hidalgo County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

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

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Contract without further duty or obligation under this Contract.

State Auditor's Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY:

The University of Texas-Pan American

By: _____
Name: Dr. John A. Edwards
Title: VP for Enrollment and Student Services
Date: _____

PERFORMING PARTY:

By: _____
Name: _____
Title: Vice President for Business Affairs
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY:

The University of Texas-Pan American

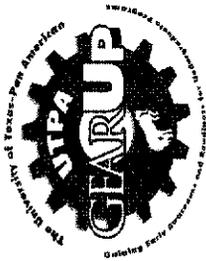
By: _____
Name: Dr. John A. Edwards
Title: VP for Enrollment and Student Services
Date: _____

PERFORMING PARTY:

By: _____
Name: _____
Title: Vice President for Business Affairs
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT V-6



Edinburg Consolidated Independent School District
Matching Funds Provided by Non-Federal Sources
FY 2010-2011

Direct Cost	Budget	Edinburg High School	Economedes High School	Total
Salaries & Wages	153,740	76,620	77,120	153,740
Fringe Benefits	32,285	16,090	16,195	32,285
Travel	27,500	15,000	12,500	27,500
Materials & Supplies	44,725	22,353	22,372	44,725
Credit Recovery Program/Testing	10,000	5,000	5,000	10,000
Total	\$ 268,250	\$ 135,063	\$ 133,187	\$ 268,250



**UTPA GEAR UP
Edinburg High School
Budget
FY 2010-2011**

<u>Object Code</u>	<u>Description</u>	<u>Campus-Based Budget</u>
Salaries & Wages		
(6118)	Extra-Duty-Teachers/Other Prof.	\$10,140
(6119)	Salary/Wage-Gear Up Coordinator	40,000
(6129)	Salary/Wage-Parent Liaison	18,480
Locally Defined	Tutors	8,000
	Salaries & Wages Total	<hr/> 76,620
Employee Benefits		
(6141)	FICA/Medicare	
(6142)	Health/Life Insurance	
(6143)	Workers' Compensation	
(6145)	Unemployment Compensation	
(6146)	Teacher Retirement	
	Benefits Total	<hr/> 16,090
Travel/Transportation		
(6411)	Travel-Employee	3,000
(6412) / (6494)	Travel - Student	12,000
	Travel Total	<hr/> 15,000
Materials & Supplies		
(6399)	General Supplies-Students	9,253
Locally defined	Computers, TI Calculators, Software Licenses	9,500
(6399)	General Supplies-Parental involvement (function 61)	2,000
(6399)	General Supplies-Administration	700
(6399) if under \$ 500	Telephones,fax,desktop copiers,desks,chairs,shelves	900
	Material & Supplies Total	<hr/> 22,353
Staff Development		
Function 23	Credit Recovery Program/Testing	5,000
	Credit Recovery Program/Testing Total	<hr/> 5,000
	Total Direct Costs	<hr/> <hr/> 135,063

EXHIBIT V-8



**UTPA GEAR UP
Economedes High School
Budget
FY 2010-2011**

<u>Object Code</u>	<u>Description</u>	<u>Campus-Based Budget</u>
Salaries & Wages		
(6118)	Extra-Duty-Teachers/Other Prof.	10,140
(6119)	Salary/Wage-Gear Up Coordinator	40,000
(6129)	Salary/Wage-Parent Liaison	18,480
Locally Defined	Tutors	8,500
	Salaries & Wages Total	<hr/> 77,120
Employee Benefits		
(6141)	FICA/Medicare	
(6142)	Health/Life Insurance	
(6143)	Workers' Compensation	
(6145)	Unemployment Compensation	
(6146)	Teacher Retirement	
	Benefits Total	<hr/> 16,195
Travel/Transportation		
(6411)	Travel-Employee	2,500
(6412) / (6494)	Travel - Student	10,000
	Travel Total	<hr/> 12,500
Materials & Supplies		
(6399)	General Supplies-Students	9,372
Locally defined	Computers, TI Calculators, Software Licenses	9,500
(6399)	General Supplies-Parental involvement (function 61)	2,000
(6399)	General Supplies-Administration	700
(6399) if under \$ 500	Telephones,fax,desktop copiers,desks,chairs,shelves	800
	Material & Supplies Total	<hr/> 22,372
Staff Development		
Function 23	Credit Recovery Program/Testing	5,000
	Credit Recovery Program/Testing Total	<hr/> 5,000
	Total Direct Costs	<hr/> <hr/> \$133,187

EXHIBIT 6-9

UTPA GEAR UP Objectives

1. Improve cohort students' academic performance.
2. Increase the rate of high school graduation.
3. Provide opportunities for career exploration.
4. Provide opportunities for character, cultural, and leadership development.
5. Increase student engagement in community development and service.
6. Increase parents' knowledge of post-secondary education options, preparation, and financing to improve their children's performance.
7. Increase parents' literacy to improve their children's academic performance.
8. Increase the use of instructional technologies to integrate technology into teaching and learning.
9. Offer teacher preparation and curriculum development to enhance the quality of the instructional program.
10. Increase students' knowledge of postsecondary education options, preparation, and financing.
11. Increase rate of postsecondary education through K-16 alignment.
12. Build partnerships to provide services to cohort students, their parents, and teachers, and sustain program services.

Services Offered by UTPA GEAR

Tutoring

Students are tutored in content areas as determined by the classroom teacher based on the report card. College students are recruited, trained, and hired by participating schools to serve as tutors. Tutors interact on a regular basis with core academic teachers and counselors. Each tutor maintains documentation of the time spent tutoring students and the progress the students made in the tutoring subject.

Mentoring

The project provides a wide array of mentoring activities. Group mentoring is conducted in a classroom setting utilizing curriculum provided by partners. Mentor Texas is another mentoring program provided to GEAR UP participants. Mentors are recruited among students at the university as well as business and community organizations and agencies. Mentors undergo training in which they receive a curriculum and other mentoring materials. The campus site coordinator schedules mentors at each respective campus to present a series of lessons focused on staying in school and pursuing a career. Most recently, e-mentoring has been established in some of the schools.

Career Exploration

A Career Resource Center has been established at each campus to provide students an opportunity to explore different career options. Students can go on-line at the center's computer station and take virtual college tours and learn about registration criteria and financial aid opportunities. Specific information related to their career interest can also be accessed. Other resources available at the center include informational brochures, university contact information, and career related resources.



**GEAR UP- UTPA
REQUEST FOR FOOD REIMBURSEMENT**

Campus: _____

Prepared By: _____

Date of activity: _____

Purpose & Description of Activity: _____

Please check identified Project Goal:

_____ To establish early intervention programs, provide rigorous academic instruction, tutoring and mentoring, and make technology-based instruction accessible to all participating students.

_____ To provide language-appropriate parent education and literacy training opportunities and family support services.

_____ To develop and implement character/ethics, leadership and responsibility training programs for all participants.

_____ To form meaningful and committed business/community partnerships and to identify resources from corporate and private foundations for establishing project sustainability and continuity

Note: All pertinent information is attached. (Sign-in sheets, enrollment roster, agenda)

Signature of Authorized Official

Date



GEAR UP – Avanzando Juntos: GEARing UP for College – TOGETHER!

Budget Justification For Purchase Orders Over \$500.00

District: _____ Campus: _____

Prepared By: _____

Date: _____

**** All fields must be completed to be considered for Approval****

Expenditure Type (Object Code):

Example: Consultation services, equipment purchase, rentals, transportation costs, professional fees, travel, consumable supplies, etc.

Justification/Explanation/Comments:

Estimated Cost:

(School district board action may be required)

Signature of Authorized District Official

Gear Up Accountant

Date: _____

Date: _____

EXHIBIT V-13

**GAINING EARLY AWARENESS AND READINESS FOR
UNDERGRADUATE PROGRAMS (GEAR UP),
OFFICE OF POSTSECONDARY EDUCATION,
UNITED STATES DEPARTMENT OF EDUCATION**

Matching Requirements

What are the matching requirements for the GEAR UP program?

- **Dollar-for-dollar match:** Section 404C(b) of the Higher Education Act requires that at least 50 percent of the *total cost* of a GEAR UP project to be paid with State, local, institutional, or private funds (*i.e.*, for each dollar of Federal funds received, at least one dollar of State or private funds must be contributed). Matching contributions can be in the form of cash or documented in-kind contributions.
- **Contributions that exceed the statutory minimum:** Some GEAR UP grantees proposed in their applications matching contributions exceeding the statutory minimum. Under the GEAR UP regulations at 34 CFR 694.7(a)(2), a grantee is obligated to contribute the entire amount of match stated in its application, even if the amount exceeds the statutory requirement.
- **Timing of contributions:** Grantees are required by the GEAR UP regulations at 34 CFR 694.7(a)(2) to comply with the matching percentage stated in their applications *for each individual year* of the grant. In other words, grantees must make their matching contributions in the year designated in their applications. Federal grants are subject to audit at any time during the grant period, and auditors may look at matching contributions before the end of the grant period. Accordingly, grantees cannot fail to make matching contributions in the early years of a grant and then “catch up” in the final year or two of the grant.

What are the consequences for failure to provide matching dollars as proposed in the application?

- **Potential consequences:** Failure to provide the level of cost sharing reflected in the approved award budget may result in the reduction of the Federal award amount, a refund of Federal funds to the Department of Education, or possible termination of the award.
- **Audits:** Cost sharing commitments are subject to audit, including audit by the Inspector General’s office.

What types of matching contributions count toward the GEAR UP matching requirement?

- **Types of matching:** The following three types of matching are authorized specifically by Section 404C(c) of the Higher Education Act:
 1. **Financial assistance:** The amount of financial assistance paid to students from State, local, institutional, or private funds;
 2. **Waivers:** The amount of tuition, fees, room, or board waived or reduced for GEAR UP students; and
 3. **Early intervention activities:** The amount expended on *documented*, targeted, long-term mentoring and counseling provided by volunteers or paid staff of nonschool organizations, including businesses, religious organizations, community groups, postsecondary educational organizations, nonprofit and philanthropic organizations, and other organizations.

- **Applicable cost principles:** Any items that would be allowable under the applicable cost principles if charged directly to the grant may be included as match for the grantee's cost sharing requirement. Please review OMB circulars that apply to your type of organization.¹ Requirements from these circulars, such as requirements that costs be reasonable, allocable, and consistent, apply to matching as well as direct costs.

- **Indirect costs:** A GEAR UP grantee may charge indirect costs of eight percent or the grantee's negotiated indirect cost rate (whichever is less) of allowable Federal direct costs and of allowable matching contributions. Indirect costs cannot be charged for scholarship components of grants. The grantee must have an approved indirect cost rate agreement in order to charge indirect cost to its project. However, unrecovered indirect costs cannot be counted as matching funds. For example, if a grantee has a negotiated indirect cost rate of 40 percent, the grantee may charge up to eight percent of the Federal direct costs and matching costs (excluding scholarship funds) to the grant as indirect costs.

¹ For States, local governments, and Indian tribes, the applicable OMB circulars are A-87, A-102, and A-133; for educational institutions (even if part of a State or local government) the applicable OMB circulars are A-21, A-110, and A-133; and for non-profit organizations, the applicable OMB circulars are A-122, A-110, and A-133.

What are appropriate sources of matching contributions?

- **Sources of matching contributions:** Matching contributions may be made from any non-Federal source, including non-Federal grants. (Under the Education Department General Administrative Regulations "EDGAR" 34 CFR 80.24, matching or cost sharing requirements may be satisfied by (1) allowable costs incurred by the grantee and/or (2) the value of third party in-kind contributions.)
- **Changes in the source of matching contributions:** If a grantee finds that one or more of the partners in its original grant application is not meeting commitments to the GEAR UP project, the grantee may find a new partner to provide additional resources. In such cases, the grantee's project officer should be notified.

Are there any limitations with respect to matching contributions?

- **Matching contributions can be counted only one time:** A matching contribution may be counted as cost sharing towards only one Federal project. If a grantee has multiple Federal grants, the same contributions cannot be counted as cost sharing for two or more Federal grants (including multiple GEAR UP grants).
- **Matching contributions must be incurred solely to advance the GEAR UP project:** If matching contributions benefit both a GEAR UP project and another project or entity, the matching contribution must be credited in the proportion that it benefits the GEAR UP project. For example, if a GEAR UP partner hires a tutor to work with GEAR UP students and students that are not in the GEAR UP cohort, only the time that the tutor spends with GEAR UP students may be counted as match. Also, please note that if a GEAR UP project staff member divides his or her time between a GEAR UP project and another activity (including another GEAR UP project), time and effort reports must reflect the percentage of time devoted to the GEAR UP project.
- **Matching contributions cannot be shifted from one project to another:** Grantees that have more than one Federal grant, including more than one GEAR UP grant, must document match separately for each grant. Matching contributions cannot be shifted from one project to another.
- **Matching contributions must be obligated during the grant period:** Matching contributions must be obligated during the grant period. In the case of scholarship money that will not be awarded until after the grant period, matching contributions should be placed in a trust fund or otherwise set aside for the benefit of the GEAR UP cohort during the grant period.

How should grantees document matching contributions?

- **Documentation of a match:** To avoid potential audit findings, documentation of match should:
 1. Capture the cost sharing identified with a particular project;
 2. Contain adequate source documentation for claimed cost sharing;
 3. Provide clear valuation of in-kind documentation; and
 4. Provide support of cost sharing by grant partners.
- **Fiscal agent:** The fiscal agent of a GEAR UP project is responsible for documentation of all matching contributions for the entire grant – even matching provided by its partners. In the event that a grantee is audited, documentation of the match should be housed with the fiscal agent. (See EDGAR, 34 CFR 75.730).
- **Valuation of in-kind contributions:** Costs and third party in-kind contributions counting toward a matching requirement must be verifiable from the records of the grantee and must show how the value of third-party contributions was derived. (See EDGAR 34 CFR 80.24(a)(6).) **Note: Please review applicable OMB circulars and EDGAR for details regarding how to value in-kind contributions. Requirements vary by type of organization, and by whether the donation came from the grantee or a third party. In most cases, grantees are required to value in-kind contributions of facilities and equipment using depreciation or use allowance rather than fair market value.**

Are there any exceptions to the minimum statutory match?

- **Reduced matching:** In a limited number of cases, some grantees may be eligible for an exemption from part of the statutory matching requirement. Partnerships that meet the eligibility requirements under the GEAR UP regulations at 34 CFR 694.7(b)(2) may request waivers in their applications for funding, and their budgets must reflect the reduced cost share levels. As with all grantees, GEAR UP grantees that are eligible for this waiver are held to the amount of match indicated in their applications.