



**Edinburg Consolidated Independent School
District**

Regular

Tuesday, May 10, 2011 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 May 10, 2011, 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 David Torres
Time: 6:00 PM
2. PRAYER, PLEDGE OF ALLEGIANCE, AND TEXAS PLEDGE
Presenter: Mr. Robert Pena Jr.
3. CERTIFICATION OF PUBLIC NOTICE
Notice was posted in the Edinburg CISD Administration Building at 411 North 8th Street in Edinburg, Texas on May 6, 2011 at 6:00 p.m. signed Dr. René Gutiérrez, Superintendent of Schools.
Presenter: President Torres
4. AWARDS & RECOGNITION
Presenter: Superintendent Rene Gutierrez
 - A. Ramirez Elementary Students Selected as Duke University Scholars
 - B. Freddy Gonzalez Elementary Robotics Team Advances to State Competition
 - C. Freddy Gonzalez Elementary Selected as a Campus that Continuously Exemplifies Student Excellence
 - D. Freddy Gonzalez Elementary Celebrates Its 35th Anniversary
 - E. Edinburg High School Students Chosen as University of Texas Pan American Gear Up Scholars

- F. Career & Technical Education Students Advance to the *Health Occupation Students of America* National Competition
- G. Economedes High School Athletes Earn All State Honors from the Association of Basketball Coaches

5. SUPERINTENDENT'S REPORT

Presenter: Superintendent Gutierrez

- A. Update on the Rio Grande Valley Coalition
- B. Update on Refunding of Maintenance Tax Notes, Series 2002 by Estrada Hinojosa & Company
- C. Update on 2008 Bond Construction Projects by Broaddus & Associates
- D. Update on Rezoning for High Schools
- E. Enrollment as of May 6, 2011
- F. Teacher Vacancies

6. 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

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 Torres

- A. (105A- 1) Minutes for Regular Board Meeting on April 26, 2011 6
- B. (105A- 2) BID 10-130 Butcher Paper, First and Final Contract Renewal 11
COST \$22,000.00 SOURCE All Funds
- C. (105A- 3) BID 11-87 Combination Locks COST \$21,265.25 SOURCE 16
Campus Activity Funds
- D. (105A- 4) BID 11-95 Transportation Bus Parts COST \$220,000.00 21
SOURCE Local Funds
- E. (105A- 5) BID 11-113 Longoria Middle School Athletic Equipment and 26
Supplies COST \$73,432.51 SOURCE Athletic Funds
- F. (105A- 6) BID 11-150 IC3, MOS, Adobe Exams and Vouchers COST 45
\$63,404.00 SOURCE Career and Technical Funds
- G. (105A- 7) GoDirect 11-173 District Wide Replacement of Federal Computer 49
Lab Printers COST \$14,976.00 SOURCE State Compensatory Funds

8. ACTION AGENDA

Presenter: President Torres

- A. (105A- 8) RFP 11-140 New Middle School Security and Camera Systems 53
COST \$212,200.00 SOURCE Construction 2008 Bond Funds
- B. (105A- 9) Amended and Restated Continuing Disclosure Agreement with 60
Estrada Hinojosa & Company, Financial Advisors COST \$5,000.00
SOURCE All Funds
- C. (105A-10) Implementation Agreement Between the Advancement Via 72
Individual Individual Determination (AVID) Center and the Edinburg
Consolidated Independent School District COST \$28,755.00 SOURCE State
Compensatory Funds
- D. (105A-11) Required Contractual Notice Regarding Continued Legal Services 92
from the Law Office of Jacques Trevino, P C
- E. (105A-12) Implementation of Mandatory Standard Dress Code for Cayetano 93
Cavazos Elementary School Students Under the Conditions of Board Policy
FNCA (Local) Beginning the 2011-2012 School Year COST \$800.00
SOURCE State Compensatory and Federal Funds

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 Torres

- A. Section 551.071--Consultation with Attorney on Any Permitted Subject Including, But Not Limited to:
 - 1. Discussion with School Attorney on Item(s) Exempted under Attorney-Client Privilege
 - 2. Update on Pending Litigation
 - 3. Discussion with Attorney on Legal Issues Regarding Bond Construction Projects
 - 4. Discussion with Attorney on Legal Issues Regarding Construction at Edinburg High School
 - 5. Discussion with Attorney 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 of Employment, Resignations, Reassignments, and Retirements
 - 2. 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
 - 1. Conduct Level III Student/Parent Complaint Hearing---Mr. Joe Eufrazio
- 10. ACTION ON ITEMS DISCUSSED IN CLOSED SESSION
Presenter: President Torres
 - A. Section 551.071--Consultation with Attorney
 - 1. Consideration of and Possible Action Regarding Supplemental Education Service Providers
 - B. Section 551.072--Delibration Regarding Real Property
 - C. Section 551.074--Personnel Matters
 - 1. Consideration of and Possible Action Regarding Employment, Resignations, Reassignments, and Retirements
 - D. Section 551.082--Discipline of Public School Child
 - 1. Consideration of and Possible Action Regarding Level III Student/Parent Complaint Hearing--Mr. Joe Eufrazio
- 11. ADJOURNMENT
Presenter: President Torres

APPROVAL OF MINUTES FOR BOARD MEETINGS

Superintendent's Recommendation

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

Regular Board Meeting of April 26, 2011

Rationale

Article 6252-17A, §3b, V.A.T.S. requires in part that the Board shall prepare and retain minutes for 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

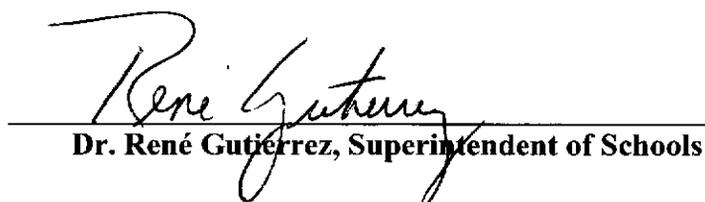
This item is in compliance and in accordance with Board Policy BE and BE (Local).

Prepared by



Mary Alice S. Martin, Board Secretary

Recommended by



Dr. René Gutiérrez, Superintendent of Schools

EXHIBIT A, PAGES 1-4

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Edinburg, Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

April 26, 2011

On the 26th day of April 2011, the Board of Trustees for the Edinburg Consolidated Independent School District met in **regular session** with the following members present:

David Torres, President	Martín Castillo, D.C., Member
Carmen González, Vice President	Jaime R. Chavana, Member
Ciro Treviño, Secretary	Robert Peña Jr., Member

Absent from the meeting was Member Juan "Sonny" Palacios Jr.

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

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

President Torres, who established **quorum**, called the meeting to order at 6:00 p.m. Dr. Martín Castillo asked for a moment of silence in memory of Griselda Pequeno Gonzalez. He then offered the **prayer and led the Pledge of Allegiance and Texas Pledge**.

President Torres asked for certification that **Public Notice** had been posted in the Edinburg CISD Administration Building at 411 North 8th Street in Edinburg, Texas on April 21, 2011 at 6:00 p.m. signed Dr. René Gutiérrez, Superintendent of Schools.

Under Awards & Recognition:

- A. Presentation to ING Rolando J. Guerra & Associates for His Contribution to the 2nd Annual Superintendent's Scholarship Golf Classic
- B. Alberto Trejo of Edinburg High School is Recipient of Minnie Piper Scholarship
- C. Edinburg High School Students Selected as University of Texas Pan American Scholars
- D. Edinburg North High School (ENHS) Business Professionals of America Compete at the National Level
- E. ENHS Color Guard Advances to National Competition
- F. ENHS Golden Spurs Advance to National Competition
- G. Economedes Entrepreneurship Team Advances to SkillsUSA Championship Competition
- H. Orchestras from Edinburg and Edinburg North High Schools Earn UIL Sweepstakes Award
- I. Orchestras from Barrientes, Harwell and South Middle Schools Earn UIL Sweepstakes Award

Under Superintendent's Report:

- A. Summary of the 2nd Annual Superintendent's Scholarship Golf Classic Fundraiser
- B. Update on E-Rate Program
- C. Enrollment as of April 21, 2011: +931 (compared to 4/23/10)
- D. Teacher Vacancies: 2 (secondary)

EXHIBIT A

Under **Public Comments**, **Michael Donaldson**, temporary bus driver, requested the ECISD supervisor state in writing the reason(s) he was suspended without due process, and he questioned why the supervisor told him that he (supervisor) would not permit him to work at Edinburg CISD. Based on the response by ECISD employees, members of the American Federation of Teachers, **Luis Tovar** stated that an in-house district clinic merits consideration by administration and the Board since it would save money for the district and its employees.

CONSENT AGENDA ITEMS

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Item 104B-1 Minutes for Special Called Board Meeting on April 6, 2011 and Regular Board Meeting on April 12, 2011; 104B-2 Bid 10-119 Armature Works and Repair with Valley Armature & Electric, First and Final Contract Renewal in the Amount of \$40,000.00; 104B-3 Bid 11-85 Hardware Supplies to Several Vendors for a Total of \$90,000.00; 104B-4 Bid 11-86 Decals, Signs and Related Items to Affordable Signs, Elographics, and Sign Solutions Inc for a Total of \$28,000.00; 104B-5 Bid 11-108 Plumbing Supplies to Several Vendors for a Total of \$150,000.00; 104B-6 Bid 11-119 Security Alarm Repair Only to Superior Alarms in the Amount of \$20,000.00, and 104B-7 RFP 11-123 Drug, Alcohol, and Random Drug Testing Re-Bid to Southwest Labs Inc in the Amount of \$20,000.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

ACTION AGENDA ITEMS

Dr. Martín Castillo moved and Mr. Ciro Treviño seconded the motion to **Approve Agenda Item 104B-8 2011 Summer Work Schedule of Four 10-Hour Days from June 6 through June 23 Resuming Regular Hours on June 27, 2011 with Offices Closed July 1 through July 15 and for 226-day staff the 2011-2012 School Year will begin on July 18, 2011**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to **Approve Agenda Item 104B-9 Resolution to Make Education a Priority**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Dr. Martín Castillo and Mr. Robert Pena Jr. seconded the motion to **Approve Agenda Item 104B-10 Resolution 2011-04 Extending Bank Depository Contract for Funds of Edinburg CISD with First National Bank for a Two Year Period of September 1, 2011 through August 31, 2013**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Item 104B-11 Participation in the Texas Department of Agriculture Seamless Summer Food Service Program to Serve Free Breakfast and Lunch to Students Up to the Age of 18 Participating in ECISD Summer School, and City of Edinburg Parks & Recreation and Boys & Girls Club Legacy Unit Programs**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Item 104B-12 Contract/Consultant Agreement with Texas Valley Communities Foundation Engaging Communities for College Readiness (ENCORE) for Students from Edinburg, Edinburg North and Economedes High Schools, and B L Garza Middle School to Attend the ENCORE National Convocation 2011 in the Amount of \$36,036.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

EXHIBIT A-2

Mr. David Torres and Dr. Martín Castillo withdrew their motion to **Approve Agenda Item 104B-13 Contract/Consultant Agreement and Purchase of Materials with Teacher Created Materials Publishing Company for District Wide Staff Development**, as recommended by Superintendent René Gutiérrez.

At the request of the superintendent, President Torres withdrew **Agenda Item 104B-13 Contract/Consultant Agreement and Purchase of Materials with Teacher Created Materials Publishing Company for District Wide Staff Development**.

At the request of the superintendent, President Torres withdrew **Agenda Item 104B-14 Contract/Consultant Agreement and Purchase of Materials with J Taylor Education for District Wide Staff Development**.

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to enter into **Closed Session**. The motion carried.

President Torres recessed the meeting at 8:00 p.m. enabling the Board to enter Closed Session.

Dr. Martín Castillo moved and Mrs. Carmen González seconded the motion to return to **Open Session**. The motion carried.

After returning to Open Session at 9:35 p.m., President Torres announced that no action had been taken on items discussed in Closed Session.

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Section 551.074 10C.1 Employment, Resignations, Reassignments, and Retirements as Discussed in Closed Session**, as recommended by Superintendent René Gutiérrez. The motion carried.

Employment for 2010-2011 (None)

Resignations, Reassignments, and Retirements

Bobby W. Brown	5 th Grade/Betts
Irene Garza (Retiring)	6 th Grade History/Harwell MS
Katuska Lozano	Choir Director/Garza MS
Ana Lisa Rodriguez	Nurse/San Carlos
Irma D. Salazar (Retiring)	2 nd Grade Bilingual/Magee
Brandi N. Sanchez	2 nd Grade Bilingual/L B J
Maria C. Schaefer (Retiring)	2 nd Grade Bilingual/Betts

Employment of Paraprofessionals (University Hours) and Classified Employees (None)

Promotions

Melissa Villarreal	Elementary Cafeteria Mgr/Gorena
Irma E. Almeida	Secondary Cafeteria Mgr/Longoria MS

Resignations and Retirements

Maria T. De La Garza (Retiring)	Bookkeeper, Accts Payable/Adm Bldg
Sandra Lopez (Retiring)	PEIMS Clerk/Edinburg North HS
Feliciana Cuellar (Retiring)	Food Prep/Crawford
Silvina Quintana (Retiring)	Food Prep/Villarreal

EXHIBIT A-3

Terminations

Gilberto Rivera
Oscar Salinas

C/N Custodian/Unassigned
Electrician/M & F

Employment of Interns/Tutors/Student Workers

Nallely Flores* Intern/Travis

*Pending district medical and employment requirements

Resignations (None)

Employment of Special Education Shadows (None)

Resignations (None)

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Section 551.074 10C.2 Proposed Employment Termination of Gilberto Rivera, Custodian for Child Nutrition**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Section 551.074 10C.3 Proposed Employment Termination of Oscar Salinas, Electrician, Maintenance & Facilities**, as recommended by Superintendent René Gutiérrez. The motion passed 5 to 1 with Robert Pena Jr. voting against.

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **adjourn**. The motion carried.

President Torres adjourned the meeting at 9:37 p.m.

DAVID TORRES
President of the Board of Trustees

ATTESTED BY

CIRO TREVINO
Secretary to the Board of Trustees

EXHIBIT A-4

APPROVAL OF BID 10-130, BUTCHER PAPER FIRST AND FINAL CONTRACT RENEWAL

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the renewal for Butcher Paper, which is indicated in the attached renewal forms as being the most favorable and advantageous to the Edinburg CISD.

Rationale

This bid had a one year renewal option. Maria Luisa Guerra, Assistant Superintendent for Instruction and Support Services and the awarded vendor have agreed in writing to continue this bid for an additional year at no increase in cost.

The administration sought competitive sealed bids for Butcher Paper. Bid opening was held at the Business Office Building on April 30, 2010, at 4:00 P.M., where seven (7) proposals were opened. Butcher paper is used as an instructional resource for students. Students utilize butcher paper to display their work, draw their illustrations, use as manipulative when writing a story line, displaying student art work, assisting students to visualize their thoughts, develop vocabulary and vocabulary word walls.

Budgetary Information

Award Recommendation **\$22,000.00**

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
xxx-xx-6399-xx-xxx-1xxxxx	General Supplies	8,736,004.00	1,415,714.50	4,960,313.18	2,359,976.32
TOTAL		8,736,004.00	1,415,714.50	4,960,313.18	2,359,976.32*

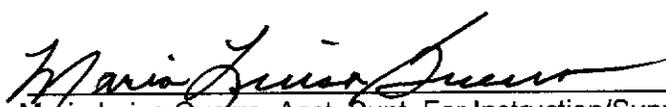
*Pending approval of 2011-2012 budget by the School Board.

Resource Personnel

Dr. René Gutiérrez	Dr. Rebecca Morrison	Sylvia D. Garcia
Maria Luisa Guerra	Amaro Tijerina	Kay W. Green

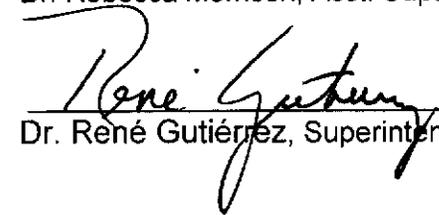
Board Policy Reference

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

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

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

Approved by: 
 Dr. Rebecca Morrison, Asst. Supt. For Finance/Operations

Recommended by: 
 Dr. René Gutiérrez, Superintendent of Schools

Notes for Bid Tabulation
Bid 10-130, Butcher Paper First and Final Contract Renewal
May 10, 2011

1. **USER DEPARTMENT:** This renewal was requested by Mrs. Maria Luisa Guerra, Assistant Superintendent for Instruction and Support Services who will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a term contract beginning August 1, 2011 or soon thereafter and ending July 31, 2012. This is the first and final contract renewal.
3. **BID EVALUATION:** This bid was evaluated by Santa Alvarado, Area Director. Final recommendations to the board are done by the Superintendent of School.
4. **ORDERING INFORMATION:** Campuses/Departments will prepare the purchase order on an as needed basis following Board of Trustee approval.
5. **APPROXIMATE AMOUNT SPENT LAST YEAR:** \$20,000.00
6. **AWARD RECOMMENDATION:**

VENDOR	TOTAL ESTIMATED AWARD
Gateway Printing & Office Supply 315 South Closner Edinburg, TX 78539 Contact: Butch Shook PH: 956-383-3861 FX: 956-3834674	\$22,000.00
TOTAL ESTIMATED AWARD	\$22,000.00

EXHIBIT _____

**BUTCHER PAPER TERM BID
 FOR THE PERIOD 08/01/10 THRU 07/31/11**

COMMODITY NO.	VENDOR	VENDOR NAME	BID NUMBER	UNIT PRICE/UNIT
BUTCHER PAPER, 36" WIDE X 1000' ROLL, 50# stock, Duo-finish, non-bleed smooth side for felt tip and fine line drawing, Contains 10% postconsumer fibers				
640-45-10010-0	217	GATEWAY PRINTING & OFFICE	BID 10-130	38.95/ROLL
BUTCHER PAPER, White, PACON, 67001				
640-45-10015-9	217	GATEWAY PRINTING & OFFICE	BID 10-130	30.95/ROLL
BUTCHER PAPER, Kraft Brown (color of paper bag), PACON, 5836				
640-45-10020-9	217	GATEWAY PRINTING & OFFICE	BID 10-130	39.75/ROLL
BUTCHER PAPER, Black, PACON, 67301				
640-45-10025-8	217	GATEWAY PRINTING & OFFICE	BID 10-130	50.35/ROLL
BUTCHER PAPER, Flame Red (Not Scarlet), PACON, 67031				
640-45-10030-8	217	GATEWAY PRINTING & OFFICE	BID 10-130	39.95/ROLL
BUTCHER PAPER, Brown, PACON, 67021				
640-45-10035-7	217	GATEWAY PRINTING & OFFICE	BID 10-130	46.95/ROLL
BUTCHER PAPER, Yellow, PACON, 67081				
640-45-10040-7	217	GATEWAY PRINTING & OFFICE	BID 10-130	37.95/ROLL
BUTCHER PAPER, Green, PACON, 67141				
640-45-10045-6	217	GATEWAY PRINTING & OFFICE	BID 10-130	47.30/ROLL
BUTCHER PAPER, Sky Blue, PACON, 67151				
640-45-10050-6	217	GATEWAY PRINTING & OFFICE	BID 10-130	47.95/ROLL
BUTCHER PAPER, Orange, PACON, 67101				
640-45-10055-5	217	GATEWAY PRINTING & OFFICE	BID 10-130	50.50/ROLL
BUTCHER PAPER, Bright Blue, PACON, 67171				
640-45-10060-5	217	GATEWAY PRINTING & OFFICE	BID 10-130	47.75/ROLL
BUTCHER PAPER, Light Blue, PACON, 67161				
640-45-10065-4	217	GATEWAY PRINTING & OFFICE	BID 10-130	40.90/ROLL
BUTCHER PAPER, Dark Blue, PACON, 67181				
640-45-10075-3	217	GATEWAY PRINTING & OFFICE	BID 10-130	47.35/ROLL
BUTCHER PAPER, Purple, PACON, 67331				
640-45-10080-3	217	GATEWAY PRINTING & OFFICE	BID 10-130	46.50/ROLL
BUTCHER PAPER, Pink, PACON, 67261				
640-45-10085-2	217	GATEWAY PRINTING & OFFICE	BID 10-130	48.50/ROLL
BUTCHER PAPER, Light Green, PACON, 67121				

383-5576



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



MEMORANDUM

Date: March 9, 2011

TO: Maria Luisa Guerra, Asst. Supt. Instruction/Support Serv.

FROM: Kay W. Green, Buyer ⁴⁶

SUBJECT: RENEWAL OF BID 10-130, BUTCHER PAPER

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:

M. Guerra 3/11/2011

No, I don't want to renew:

Reason why you don't want to renew:

THANK YOU!

Non-discrimination Statement

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

EXHIBIT _____



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
P.O. Box Drawer 990
Edinburg, Texas 78540
Purchasing Department
Phone: (956) 289-2311
Fax: (956) 383-7687



April 1, 2011

Dear Gateway Printing & Office,

FAX: 956-383-4674

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
BID 10-130, BUTCHER PAPER**

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 July 1, 2011 or soon thereafter and end June 30, 2012. 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

Approved for Renewal:

Edinburg CISD Date

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.
Es política del Distrito Escolar de Edinburg el no discriminar por razones con base en sexo, edad, religión, raza, color origen nacional, ni discapacidades dentro de sus programas educacionales.

APPROVAL OF BID 11-87, COMBINATION LOCKS

Superintendent's Recommendation

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

Rationale

Administration sought competitive sealed bids for Combination Locks. Bid opening was held at the Business Office Building on February 23, 2011, at 3:00 P.M., where twelve (12) proposals were opened. The locks that are purchased for extracurricular activities must be strong and durable. We have to provide these locks to ensure that the student's personal belongings are safe from theft. Master lock is our choice because the workmanship is of high quality and we have not experienced any problems with this item. Edinburg High, Economedes High, and the Middle Schools will be using the Combination Locks for the Band members, Cheerleaders, Drill Teams and the Athletic Department.

User Department

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

Budgetary Information

Estimated Award Recommendation **\$21,265.25**

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
461-xx-6399-54-001-199-000	GENERAL SUPPLIES	4,000.00	0.00	0.00	4,000.00
461-xx-6399-54-002-199-000	GENERAL SUPPLIES	4,000.00	0.00	0.00	4,000.00
461-xx-6399-54-042-199-000	GENERAL SUPPLIES	1,200.00	0.00	0.00	1,200.00
461-xx-6399-54-043-199-000	GENERAL SUPPLIES	1,800.00	0.00	0.00	1,800.00
461-xx-6399-54-044-199-000	GENERAL SUPPLIES	5,217.00	0.00	0.00	5,217.00
461-xx-6399-54-046-199-000	GENERAL SUPPLIES	1,600.00	0.00	0.00	1,600.00
	TOTAL	17,817.00	0.00	0.00	17,817.00*

* Pending approval of 2011-2012 budget by the School Board.

Resource Personnel

Dr. René Gutiérrez
 Maria Luisa Guerra
 Kay W. Green

Dr. Rebecca Morrison
 Joe Filoteo

Sylvia D. Garcia
 Amaro Tijerina

Board Policy Reference

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

Prepared by: Joe Filoteo
 Joe Filoteo, Director of Athletics

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

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

Approved by: Rebecca Morrison
 Dr. Rebecca Morrison, Asst. Supt. Finance/Operations

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

EXHIBIT _____ PAGE(S) _____

**Notes for Bid Tabulation
Bid 11-87, Combination Locks
May 10, 2011**

1. **USER DEPARTMENT:** This bid was requested by the Athletic Department. Joe Filoteo, Director of Athletics will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a term contract beginning May 10, 2011 or soon thereafter and ending April 30, 2012. This contract has a renewal clause. In no way is this renewal to be considered automatic.
3. **BID EVALUATION:** This bid was evaluated by Joe Filoteo. Final recommendations to the board are done by the Superintendent of School.
4. **ORDERING INFORMATION:** The Athletic Department will prepare the purchase orders as needed, following the Board of Trustees approval.
5. **APPROXIMATE AMOUNT SPENT LAST YEAR:** **\$21,000.00**
6. **TOTAL AWARD RECOMMENDATION:**

VENDORS	AWARD RECOMMENDATION
New England Security Lock 30 Freeman Place Needham, MA 02492 Contact: Bob Clark PH: 800-332-6889 FX: 800-332-6189	\$21,265.25

7. **BID EVALUATION NOTES:**
A - Award recommendation to lowest overall and most advantageous bidder.

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
EXTENDED AMOUNT ANALYSIS

VENDOR 1 (3380)

VENDOR 2 (8056)

VENDOR 3 (9494)

CONTROL: 11 STUD LOCK
PAGE/PART: 1/1
BUYER: KAY GREEN
OPEN DATE: 02/18/11
EFFECTIVE: 05/01/11
EXPIRATION: 04/30/12
ENTERED: 02/23/11
PRINTED: 03/22/11

DELIVERY DAYS: 21
TERMS: NET 30
OTHER 1: BOB CLARK
OTHER 2:
NOTE:
CODES:

NEW ENGLAND SECURITY LOCK JACY CONTROLS INC
NEEDHAM MA 020492 PLANO TX 75025
10
NET 30
JUDEE SILVER

ACCREDITED LOCK SUPPLY CO
SECAUCUS NJ 07094
15
NET 30
ROBIN L. CHERKES

318-40-00100-7	COMBINATION LOCKS WITH CONTROL KEYS, Durable protection with reinforced stainless	5700 EACH	21204.00* A ✓	21637.20	21945.00
318-40-00200-5	CONTROL KEYS FOR COMBINATION LOCKS, Master Lock 1525, example: V59, V60, V100,	35 EACH	61.25* A ✓	NB	66.50
CONTROL TOTAL			21265.25 L	21637.20 NI	22011.50

Award Recommendation

\$ 21,265.25

- 0 -

- 0 -

ITEM COMMENTS

ITEM# VENDOR COMMENT

CODE DEFINITIONS

- * Low Bid On Item
- A AWARD RECOMMENDATION
- L Low On All Items
- NB No Bid
- NI DidNot Bid All Items

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT	VENDOR 4 (3014)	VENDOR 5 (7502)	VENDOR 6 (8606)
EXTENDED AMOUNT ANALYSIS	-----		
CONTROL: 11 STUD LOCK	PYRAMID SCHOOL PRODUCTS	FAHEY & FARREL SALES LLC	BELL'S SECURITY SALES, IN
PAGE/PART: 1/2	TAMPA FL 33610-1908	HOUSTON TX 77258	BLOOMFIELD NJ 07003
BUYER: KAY GREEN	DELIVERY DAYS: 14	30	10
OPEN DATE: 02/18/11	TERMS: NET 30	-1% IF PAID IN 10 DAYS	NET 30
EFFECTIVE: 05/01/11	OTHER 1: KENNETH D. MILLER	ANN LA JONE	RICHARD MIDDLETON II
EXPIRATION: 04/30/12	OTHER 2:		
ENTERED: 02/23/11	NOTE:		
PRINTED: 03/22/11	CODES:		

318-40-00100-7 COMBINATION LOCKS WITH CONTROL KEYS, Durable protection with reinforced stainless	5700 EACH	22173.00	22686.00	22800.00
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318-40-00200-5 CONTROL KEYS FOR COMBINATION LOCKS, Master Lock 1525, example: V59, V60, V100,	35 EACH	64.75	63.00	68.25
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CONTROL TOTAL	22237.75	22749.00	22868.25
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Award Recommendation

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EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
EXTENDED AMOUNT ANALYSIS

VENDOR 7 (2292)

VENDOR 8 (407)

VENDOR 9 (7772)

CONTROL: 11 STUD LOCK		TOLEDO P.E. SUPPLY	ALAMO IRON WORKS	MAJESTIC LOCK
PAGE/PART: 1/3	DELIVERY DAYS: 35	TOLEDO OH 43613	SAN ANTONIO TX 78219	ELMWOOD PARK NJ 07407
BUYER: KAY GREEN	TERMS: NET 30		28	30
OPEN DATE: 02/18/11	OTHER 1: DENNIS METZGER		NET 30	NET 30
EFFECTIVE: 05/01/11	OTHER 2:		WAYNE DENNIS	STEPHANIE MACFARLANE
EXPIRATION: 04/30/12	NOTE:			
ENTERED: 02/23/11	CODES:			
PRINTED: 03/22/11				

318-40-00100-7 COMBINATION LOCKS WITH CONTROL KEYS, Durable protection with reinforced stainless	5700 EACH	24225.00	25365.00	26448.00
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318-40-00200-5 CONTROL KEYS FOR COMBINATION LOCKS, Master Lock 1525, example: V59, V60, V100,	35 EACH	87.50	84.00	73.50
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CONTROL TOTAL		24312.50	25449.00	26521.50
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Award Recommendation

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-0-

-0-

APPROVAL OF BID 11-95, TRANSPORTATION BUS PARTS

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the bid for Transportation Bus Parts as requested by the Transportation Department as being the most favorable and advantageous to the Edinburg CISD.

Rationale

Administration sought competitive sealed bids for Transportation Bus Parts. Bid opening was held at the Business Office Building on February 8, 2011 at 3:00 P.M. where eight (8) proposals were received, opened, and read aloud. This bid is to purchase bus parts to keep all buses in safe and operative condition.

User Department

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

Budgetary Information

Estimated Award Recommendation \$220,000.00

Account	Description	Appropriation	Encumbrance	Expenditure	Balance
199-34-6319-71-939-199000	Supplies-Maint/Operations	478,351.00	118,247.78	304,836.43	55,266.79
TOTAL		478,351.00	118,247.78	304,836.43	55,266.79 *

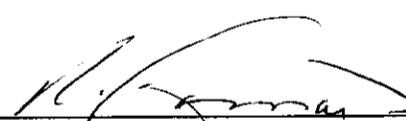
* Pending approval of 2011-2012 budget by the School Board.

Resource Personnel

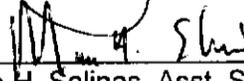
Dr. René Gutiérrez	Dr. Rebecca Morrison	Mario H. Salinas
Sylvia D. Garcia	Rodolfo Zamora	Amaro Tijerina
Jacqueline Kingan		

Board Policy Reference

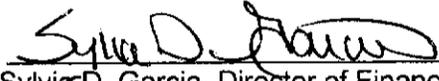
This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

Prepared by: 

 Rodolfo Zamora, Director of Transportation

Approved by: 

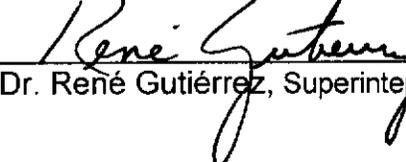
 Mario H. Salinas, Asst. Supt. For District Administration

Within Budgetary Allocations: 

 Sylvia D. Garcia, Director of Finance

Approved by: 

 Dr. Rebecca Morrison, Asst. Supt. For Finance/Operations

Recommended by: 

 Dr. René Gutiérrez, Superintendent of Schools

Notes for Bid Tabulation
Bid 11-95, Transportation Bus Parts
May 10, 2011

1. **USER DEPARTMENT:** This bid was requested by the Transportation Department. Mr. Rodolfo Zamora will be present to answer any questions regarding this bid.

1. **TYPE OF BID:** This is a term bid beginning June 1, 2011 or soon thereafter and ending May 31, 2012. This contract has a one year renewal clause. The renewal will not be considered automatic.

2. **ORDERING INFORMATION:** Transportation Department will prepare purchase orders on an as needed basis after the Board of Trustee approval.

3. **ESTIMATED BID AWARD RECOMMENDTION:** **\$190,000.00**

All orders over \$3,000.00 will require at least 3 quotes.

APPROVED VENDORS		
VENDORS	DISCOUNTS	NOTES
Burton Companies 529 E. Highway 83 Weslaco, TX 78596 Contact: Richard Vaughan PH: 956-968-3121 FAX: 956-973-3213	List less 50%	<ol style="list-style-type: none"> 1. Delivery time – 1 day 2. Restocking fee – No 3. Minimum order - No 4. Shipping fee - No
Chalk's Truck Parts 838 McCarty Houston, TX 77029 Contact: Richard Davis PH: 800231-5061 FAX: 713-672-2665	50%	<ol style="list-style-type: none"> 1. Delivery time – 2-3 days 2. Restocking fee – No 3. Minimum order - No 4. Shipping fee - No
Fuel Injection Service 3401 N. Cage Blvd. Pharr, TX 78577 Contact: Felix Cano PH: 956-787-6421 FAX: 956-787-1544	0%	<ol style="list-style-type: none"> 1. Delivery Time – 2 days 2. Restocking fee – 15% 3. Minimum order – No 4. Shipping fee – Yes depending on item
French Ellison Truck Center 4300 N. Cage Pharr, TX 78577 Contact: Joe Cabrera PH: 956-781-2401 FAX: 956-781-3017	53%	<ol style="list-style-type: none"> 1. Delivery Time – 1 day 2. Restocking fee – 10% 3. Minimum order – No 4. Shipping fee - No
NAPA Auto Parts 3316 N. 23 rd Street McAllen, TX 78501 Contact: Armando Canales PH: 956-618-4567 FAX: 956-683-7438	55% Depends on product item	<ol style="list-style-type: none"> 1. Delivery time – 1 day 2. Restocking fee – No 3. Minimum order – No 4. Shipping fee – Yes on special orders only
One Stop Bus Stop, Inc. 425S. Loop 12 Irving, TX 75060 Contact: Kevin K. Bell PH: 800-460-2877 FAX: 972-554-0883	30%	<ol style="list-style-type: none"> 1. Delivery time – 1-3 days 2. Restocking fee – 15% 3. Minimum order – No 4. Shipping fee – No
O'Reilly Automotive Stores, Inc. 233 S. Patterson Springfield, MO 65802 Contact: Chris George PH: 800-288-6661 ext. 5879 FAX: 800-925-0899	41% List price	<ol style="list-style-type: none"> 1. Delivery time – 1 day 2. Restocking fee – No 3. Minimum order – No 4. Shipping – Special orders are subject to standard shipping rate
School Bus Parts, Co. P.O. Box 10 Plumsteadville, PA 18949 Contact: Amy Taylor PH: 800-523-6000 Fax: 215-766-2097	18%	<ol style="list-style-type: none"> 1. Delivery time – 1-3 days 2. Restocking fee - 15% 3. Minimum order – No 4. Shipping – Actual IPS & Fedex charges

EXHIBIT _____

DESCRIPTION	BURTON COMPANIES	CHALK'S TRUCK PARTS	FUEL INJECTION SERVICE	FRENCH ELLISON	NAPA AUTO PARTS	ONE STOP BUS STOP	O'REILLY AUTOMOTIVE
INJECTION EXCHANGE, Fleetpride International #1822801C99	369.00 + exchange	265.00 all ap 63800AA	DID NOT FILL IN	319.42	Does not interchange	DID NOT FILL IN	Do not carry these brands
O not carry	36.00	27.75		51.19	31.49 HES411L		Down to Brakes
TIE ROD END Fleetpride International #FTR411R	36.00	27.75		51.19	29.49 HES411R		
WATER PUMP DT 466, Fleetpride International #1817687C97	105.00	59.25 1830606C93		119.02	71.99 +core RW1310X		
SWITCH, Fleetpride International #1652306C91	37.00	35.00		52.25	Does not interchange		
HOSE, Fleetpride International #353668C1A	34.00	32.20		30.04	Does not interchange		
GAUGE, Fleetpride International #497840C96	33.00	28.00		95.80	Does not interchange		
U-BOLTS, Fleetpride International #3558938C1	12.00	9.10		9.58	Does not interchange		
FRONT BUMPER, Fleetpride International #426917001	1,289.00	771.81		1,245.68	Does not interchange		
STEERING ARM, Fleetpride International #3548941C1	189.00	141.75		154.85	Does not interchange		
LINK, Fleetpride International #3548942C91	130.00	95.70		154.85	Does not interchange		
WATER PUMP, Fleetpride International #1815538C91	620.00 + exchange	145.00		633.02	129.00 RW1304X		
ENGINE COVER, Fleetpride International #1817482C2	889.00	654.75		772.13	Does not interchange		
CIRCUIT BOARD WITH HOUSING, Fleetpride International #3514868C1	612.00 + exchange	577.80 + exchange		578.88	Does not interchange		
CLUTCH & PRESSURE PLATE, Fleetpride International #1810855C92	1,020.00	262.50		1,000.37	Does not interchange		
BRAKES 4515Q	41.95 + exchange	66.70 GR4515QJ		13.69	58.08 0501U836N		38.25 BBH SF4515Q20
BRAKES 4707Q	41.95 * exchange	68.75 GR4707QJ		14.13	61.19 046U836N		38.25 BBH SF4707Q920
BRAKES 4710Q	41.95 + exchange	115.20 GR4710QJ		54.99	86.26 072U836N		62.97 BBH PF4710QP23
TOTAL WITHOUT DISCOUNT	5,536.85	3,384.01		5,351.08	467.50		
DISCOUNT	-	NET		Included	-		
TOTAL WITH DISCOUNT APPLIED	5,536.85	3,384.01		5,351.08	467.50		139.47

EXHIBIT

11-95, TRANSPORTATION BUS PARTS

539 74-1239105
BURTON AUTO SUPPLY INC
923 EAST UNIVERSITY DRIVE
EDINBURG, TX 78539

2777 74-1239105
BURTON AUTO SUPPLY INC
529 E. HIGHWAY
P.O. BOX 297
WESLACO, TX 78596

3686 16-1572572
BUS PARTS WAREHOUSE
1 THERMOLD DRIVE
MANLIUS, NY 13104

9414
BUS PROS
310 N. ROGERS RD.
IRVING, TX 75061

254 741557160
CHALK'S TRUCK PART
838 McCARTY DRIVE
P O BOX 15675
HOUSTON, TX 77029

872 74-2532949
FLEETPRIDE
711 NORTH CAGE
PHARR, TX 78577

991 75-2516842
FMW DISTRIBUTORS INC
58 BROOKGREEN CIRCLE S.
MONTGOMERY, TX 77356

1813 1-74-23108319
FRENCH-ELLISON TRUCK CENTER
4300 NORTH CAGE
PHARR, TX 78577

2947 74-2596980-9
FUEL INJECTION SERVICE INC
3401 N. CAGE
PHARR, TX 78577

1634 1-76-00297463
LONGHORN BUS SALES
6921 HOMESTEAD ROAD
HOUSTON, TX 77028

1595 74-2339663-3
LONGHORN INTERNATIONAL EQUIPT
4711 EAST 7TH STREET
AUSTIN, TX 78702

9162
MARKHAMS WHEEL ALIGNMENT
513 W. BUSINESS 83
MCALLEN, TX 78501

52 17416516254
NAPA AUTO&TRUCK PARTS
3316 N 23RD
MCALLEN, TX 78501

9472
NAPA AUTO PARTS
2144 HARVEY MITCHELL PARKWAY
COLLEGE STATION, TX 77845

541 74-2484868
O'REILLY'S AUTO PARTS
1405 EAST UNIVERSITY
EDINBURG, TX 78539

2504 75-284-9485
ONE STOP BUS STOP, INC.
425 SOUTH LOOP 12
IRVING, TX 75060

5797 74-04861955
RUSSELL & SMITH FORD
3440 SOUTH LOOP WEST
HOUSTON, TX 77025

5180
SANTEX INTERNATIONAL TRUCK CEN
1380 ACKERMAN RD
SAN ANTONIO, TX 78219

4173 22-189-5657
SCHOOL BUS PARTS COMPANY
P.O. BOX 477
920 15TH STREET
HUNTSVILLE, TX 77340

3593 74-2779036
SOUTH TEXAS FREIGHTLINER INC
3103 NORTH CAGE BLVD
PHARR, TX 06150-3074

5272
STATE WIDE BUS SALES, INC.
1440 SOUTH LOOP 12
IRVING, TX 75060

2007
STEWART & STEVESON
2701 NORTH CAGE BLVD
PHARR, TX 78577

11-95, TRANSPORTATION BUS PARTS

5635 76-0632089
THOMAS BUS GULF COAST LTD.
8806 MISSISSIPPI
HOUSTON, TX 77029

900 65-1258041
TMC IN TRIM CORPORATION
18238 FORT ST.
PHS BUSY/WRNG#/FAX DISC*
RIVERVIEW, MI 48193

3975 3-20032-1659-8
TRANS-AIR SERVICE CENTER L.L.C
7207 CURRY RD.
EDINBURG, TX 78539

Vendors Printed: 25

APPROVAL OF BID 11-113, LONGORIA MIDDLE SCHOOL ATHLETIC EQUIPMENT AND SUPPLIES

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the term bid for Longoria Middle School Athletic Equipment and Supplies as being the most favorable and advantageous to the Edinburg CISD.

Rationale

This bid will include uniforms, equipment, and supplies for all girls and boys sports at Longoria Middle School. These supplies are needed to start off the new middle school on the right track for their first year of operations.

The administration sought competitive sealed bids for Longoria Middle School Athletic Equipment and Supplies. The bid opening was held at the Administration building on March 1, 2011 at 1:30 P.M., where fifteen (15) proposals were received.

User Department

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

Budgetary Information

Estimated Award: \$73,432.51

Account	Appropriations	Encumbrance	Expenditure	Balance
167-36-6399-XX-048-191-000	74,642.00	0.00	0.00	74,642.00
TOTAL	74,642.00	0.00	0.00	74,642.00

Resource Personnel

Dr. René Gutiérrez
 Maria Luisa Guerra
 Soledad Schuller

Dr. Rebecca Morrison
 Joe Filoteo

Sylvia D. Garcia
 Amaro Tijerina

Board Policy Reference and Compliance

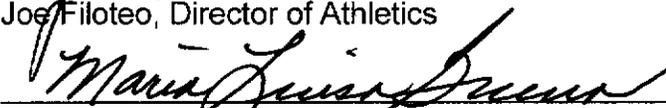
This is in compliance and in accordance with Board Policy CH, Purchasing Law Bidding Requirements.

Prepared by:



 Joe Filoteo, Director of Athletics

Approved by:



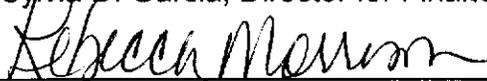
 Maria Luisa Guerra, Asst. Supt. Inst./Support Serv.

Within Budgetary Allocations:



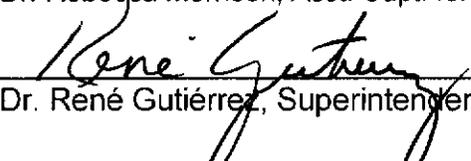
 Sylvia D. Garcia, Director for Finance

Approved by:



 Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Recommended by:



 Dr. René Gutiérrez, Superintendent of Schools

Notes for Bid Tabulation
Bid 11-113, Longoria Middle School Athletic Equipment and Supplies
May 10, 2011

1. **USER DEPARTMENT:** This bid was requested by the Athletic Department, Mr. Joe Filoteo will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a term contract that begins May 10, 2011 or soon thereafter and ending April 30, 2012. This will be a one time purchase.
3. **BID EVALUATION:** This bid was evaluated by Mario Lopez, Athletic Supervisor for Purchasing and Fields. Final recommendations to the board are done by the Superintendent of Schools.
4. **RENEWAL CLAUSE:** This contract will be for a one time purchase.
5. **ORDERING INFORMATION:** Departments and campuses will prepare purchase orders on an as needed basis following Board of Trustee bid approval.
6. **APPROXIMATE AMOUNT SPENT LAST YEAR:** This will be the first time we purchase for this campus.

NOTES:

Item #1-Barcelona 3rd lowest bidder at \$42.00, meets what other Middle Schools use. Riddell/All American, Second lowest bidder at \$34.89 does not conform to Coaches standard of quality.

Sport Supply/BSN, lowest bidder at \$32.88, too flimsy and light.

Items #2-#4-All low bidders

Item #5-This item was cancelled.

Item #6-#97-Award all low bids.

Items #10 & 11-These items were cancelled. We will not be using these pads.

Company	Estimated Award
Barcelona	\$39,256.12
Team Sports of Texas	\$16,475.87
Riddell	\$8,917.34
Bill Guthrie	\$3,501.90
Southern Athletics	\$2,610.00
Cannon	\$1,416.80
McAllen Sports	\$1,030.00
Sport Supply/BSN	\$156.12
Pyramid	\$57.36
Flaghouse	\$11.00
Estimated Award Total	\$73,432.51

EXHIBIT _____

BID 11-113, Longoria Middle School
Athletic Equipment and Supplies

ITEM #	DESCRIPTION	QTY	AAE ROYERSFORD, PA 800-523-5471 E. MERRITT LENTZ	TOTAL	RANK	BARCELONA HOUSTON, TX 800-858-2741 RON N. WOODMAN	TOTAL	RANK	BILL GUTHRIE HARLINGEN, TX 956-428-6462 W.J. GUTHRIE	TOTAL	RANK	BILL FRITZ APEX, NC 800-234-1004 BILL FRITZ	TOTAL	RANK	CANNON SPORTS BURBANK, CA 800-223-0064 GERSON CONTRERAS	TOTAL	RANK
1	Rawlings shoulder pad #CP36, Sizes: Small - XXL	134		42.00	3		54.50	5		7,303.00							
1	Rawlings shoulder pad #CP36, Sizes: Small - XXL	134															
2	Football shoe Nike Landshark w/molded cleat	134		26.32	1		34.10	4		4,569.40							
3	Practice Jersey Tag #3333D5, porthole mesh double cowl w/1 color learn name	134		8.55	1		9.67	2		1,295.78							
4	Practice pant, BSG #610SL with elastic waist	134		7.89	1		8.50	3		1,139.00							
5	Football pads-7 piece set, Youth, Rawlings #3500P	CANCEL		20.13			7.91										
6	Spirit pack WSS511, T-shirt 50/50, shorts mesh, tube socks w/1 screen on tees & shorts	134		11.65	1		14.49	3		1,941.66					0.58	77.72	7
7	Jock straps, athletic supporters, Duke #101T	134		1.49	1		2.24	2		300.16							
8	Laundry strap with ID tag, Tag #TLB200	134		1.71	1		1.97	2		263.98							
9	Mouthpieces, Adams #MG301, individually wrapped	134		0.29	2-TIE		38.86	4		40.20					4.97		
10	Thigh pads TAG #TSF888, Air lite (pairs)	CANCEL		4.93													
11	Knee pads, TAG #TSF873, Air lite (pairs)	CANCEL		2.33													
12	Game Jersey, Rawlings #FJTECFI w/team name & numbers	150		39.10	1		39.45	2		5,917.50							
13	Game pant, Rawlings #GSP0909S, no fly w/cw10 slots	150		26.38	1		31.10										
14	Game socks, Russell crew #RTS601 (pairs)	150		1.09	1		1.45	3		217.50							
15	Footballs, Rawlings PRO 5 Game Ball	36		32.00	1		42.11	4		1,515.96					36.59	1,317.24	3
16	Belts, WEB TAG #ASPWL	150		0.69	1		1.21	5		181.50					0.83	124.50	3
17	Kick off and extra point Tees	10		2.50	6		3.10	8		31.00					1.63	16.30	4
17	Kick off and extra point Tees	10													1.40	14.00	2
18	Ball bags, TAG #2436	6		3.25	3		7.50	5		45.00					3.70	22.20	4
19	Helmet Cap #HCC	24		3.72	3		3.81	4		91.44			12.00	288.00			
20	Helmet, Shift #XPHYBRID #7990, Youth	124		69.44	3		8,610.56										
21	Helmet, Shift # Adult	10		165.00	3		1,650.00										
22	Hard cup, chin strap, Adams #PRO50	36		6.65	2		239.40	3		265.68							
23	Soft cup, chin strap, #RCSB, high hook up	36		2.45	1		88.20	2		143.64							
24	T-hooks, #TF109-2 (bags)	2		14.00	1		28.00	3		37.20							
25	Elastic strapping #WPE-2 (roll)	1		24.98	1		24.98	2		25.45							

EXHIBIT

BID 11-113, Longoria Middle School
Athletic Equipment and Supplies

ITEM #	DESCRIPTION	QTY	AAE ROYERSFORD, PA 800-523-5471 E. MERRITT LENTZ	TOTAL	RANK	BARCELONA HOUSTON, TX 800-859-2741 RON N. WOODMAN	TOTAL	RANK	BILL GUTHRIE HARLINGEN, TX 956-428-6462 W.J. GUTHRIE	TOTAL	RANK	BILL FRITZ APEX, NC 800-234-1004 BILL FRITZ	TOTAL	RANK	CANNON SPORTS BURBANK, CA 800-223-0064 GERSON CONTRERAS	TOTAL	RANK	
26	Basketballs, Wilson Evolution #B0516	15		36.95	3		580.35	5	38.69	516.00	5		516.00	1				
27	Practice shorts, BSG #NM5019, double mesh w/1 color screen	25		6.25	1		156.25	4	8.81	220.25	4							
28	Practice jersey, reversibles, BSG #NW1003	25		5.25	1		131.25	5	31.87	796.75	5							
29	T-shirts, Champion #T1000 with one color screen	25		4.95	5		123.75	4	4.84	121.00	4							
30	Socks, crew, RUSSELL #RTS601 (pair)	30		1.09	1		32.70	3	1.45	43.50	3							
31	Basketball shoes, NEW BALANCE #NB889MK (pair)	20		50.31	1		1,006.20											
32	Game jersey, reversibles, BSG #NF1264, Color to white w/1 screen	25		15.95	2		398.75	2	28.55	713.75	5							
33	Laundry straps, TAG #TLB200	25		1.71	1		42.75	1	1.97	49.25	2							
34	Scorebooks, GLOVER	4		3.75	2		15.00	2										
35	Coaches Board, Korney Board, 12 x 15	4		11.05	4		44.20	4	12.00	48.00	5				7.24	28.96	3	
36	Fleece warm-ups, with 1 color screen on top and pants, RUSSEL # 605HBM1 AND #96HBM1 (SETS)	25		27.94	2		698.50	2	29.10	727.50	3							
37	Bags, TAG #2436	6		3.25	3		19.50	3	7.50	45.00	5				3.70	22.20	4	
38	Basketballs, Wilson Evolution, Womens # B0586	10		36.95	3		369.50	3	38.69	386.90	5				34.40	344.00	1	
39	Practice shorts, BSG #NM5019, double mesh w/1 color screen	50		6.25	1		312.50	4	8.81	440.50	4							
40	Practice jersey, reversibles, BSG #NW1003	50		4.25	1		212.50	1	31.87	1,593.50	5							
41	T-shirts, Champion #T1000 with one color screen	50		4.95	4		247.50	4	4.84	242.00	3							
42	Socks, crew, RUSSELL #RTS601 (pair)	60		1.09	1		65.40	1	1.45	87.00	3							
43	Basketball shoes, NEW BALANCE #NB889MK (pair)	20		50.31	1		1,006.20	1										
44	Game jersey, reversibles, BSG #NF1264, Color to white w/screen 1 color and numbers on all 4 sides	50		15.95	2		797.50	2	27.91	1,395.50	5							
45	Laundry straps, TAG #TLB200	50		1.71	1		85.50	1	1.97	98.50	2							
46	Scorebooks, GLOVER	4		3.75	4		15.00	4										
47	Coaches Board, Korney Board, 12 x 15	4		11.05	4		44.20	4	12.50	50.00	5				7.24	28.96	3	
48	Fleece warm-ups, with 1 color screen on top and pants, Russel #605HBM1 AND #96HBM1 (SETS)	40		27.94	2		1,117.60	2	29.10	1,164.00	3							
49	Bags, TAG #2436	6		3.25	3		19.50	3	7.50	45.00	5				3.70	22.20	4	
50	Volleyballs, TACHIKARA #SV5WS	24		29.26	8		702.24	8	27.41	657.84	5		27.10	650.40	4	23.20	556.80	1

EXHIBIT

BID 11-113, Longoria Middle School
Athletic Equipment and Supplies

ITEM #	DESCRIPTION	QTY	AAE ROYERSFORD, PA 800-523-5471 E. MERRITT LENTZ	TOTAL	RANK	BARCELONA HOUSTON, TX 800-859-2741 RON N. WOODMAN	TOTAL	RANK	BILL GUTHRIE HARLINGEN, TX 956-428-6462 W.J. GUTHRIE	TOTAL	RANK	BILL FRITZ APEX, NC 800-234-1004 BILL FRITZ	TOTAL	RANK	CANNON SPORTS BURBANK, CA 800-223-0064 GERSON CONTRERAS	TOTAL	RANK
51	Practice shorts, BSG #nm5019, double mesh w/1 color screen	60				6.25	375.00	1	8.81	528.60	4						
52	T-shirts, CHAMPION #T1000 with 1 color screen	60				4.95	297.00	4	4.84	290.40	3						
53	Socks, crew, RUSSELL #RTS801 (pair)	60				1.09	65.40	1	1.45	87.00	3						
54	Volleyball shoes, ASICS GEL 1130V #p933n/rocket (pair)	60				33.64	2,018.40	1	44.00	2,640.00	3						
55	Game uniforms, ASICS DOMAIN JERSEY #BT1001 and Asics Volleyshort #BT500 w/4" inseam w/1 color screen on black (sets)	60				41.25	2,475.00	1	52.15	3,129.00	3						
56	Fleece warm-up with 1 color screen on top and pant, Russell #605HBM1 (SETS)	60				27.94	1,676.40	2	29.10	1,746.00	3						
57	Bags, TAG #2436	6				3.25	19.50	2	7.50	45.00	4				3.70	22.20	3
58	Spirit pack WSSSII, T-shirt 50/50, shorts mesh, tube on tees and shorts	30				11.65	349.50	1	14.99	449.70	4						
59	Track shoes, ASICS Gel, Strike #T9D4N (pairs)	30				33.42	1,002.60	2	34.60	1,038.00	3						
60	Meet uniforms, TOP and SHORTS with 1 color screen on top, TOP SBS #2305, singlet and short BSG #H5208	30				18.48	554.40	1	20.10	603.00	3						
61	Fleece warm-ups with 1 color screen on top & pant Russel #605Hb (sets)	30				27.94	838.20	2	29.10	873.00	3						
62	ACCUSPLIT, stopwatch #725MXT	2	19.95	39.90	7	16.65	33.30	3	27.80	55.60	9				17.23	34.46	5
63	Spirit pack WSSSII, T-shirt 50/50, shorts mesh, tube socks w/1 screen on tees & shorts	30				11.65	349.50	1	14.99	449.70	3						
64	Track shoes, ASICS Gel, Strike #T9D4N (pairs)	30				33.42	1,002.60	2	34.60	1,038.00	3						
65	Meet uniforms, TOP and SHORTS with 1 color screen on top, TOP SBS #2305, singlet and SHORT BSG #H5208	30				18.48	554.40	1	20.10	603.00	3						
66	Fleece warm-ups with 1 color screen on top & pant RUSSEL #605	30				27.94	838.20	2	29.10	873.00	3						
67	ACCUSPLIT, stopwatch #725MXT	2	19.95	39.90	7	16.65	33.30	3	27.80	55.60	7				17.23	34.46	5
68	Spirit pack WSSSII, T-shirt 50/50, shorts mesh, tube socks w/1 screen on tees & shorts	50				11.65	582.50	1	14.99	749.50	4						

EXHIBIT

BID 11-113, Longoria Middle School
Athletic Equipment and Supplies

ITEM #	DESCRIPTION	QTY	AAE ROYERSFORD, PA 800-523-5471 E. MERRITT LENTZ	TOTAL	RANK	BARCELONA HOUSTON, TX 800-859-2741 RON N. WOODMAN	TOTAL	RANK	BILL GUTHRIE HARLINGEN, TX 956-428-6462 W.J. GUTHRIE	TOTAL	RANK	BILL FRITZ APEX, NC 800-234-1004 BILL FRITZ	TOTAL	RANK	CANNON SPORTS BURBANK, CA 800-223-0064 GERSON CONTRERAS	TOTAL	RANK
69	Track shoes, ASICS HYPE SPRINT SPIKES #G100Y (pairs)	50				33.42	1,671.00	2	37.00	1,850.00	3						
70	Meet uniforms: TOP and SHORTS with 1 color screen on top, TOP SBS #2305, Singlet and SHORT BSG #H5208 w/5" shorts	50				17.66	883.00	1	20.10	1,005.00	3						
71	Fleece warm-ups with 1 color screen on top & pant RUSSEL #6056HBM1 & 96HBM1 (sets)	50				27.94	1,397.00	2	29.10	1,455.00	3						
72	ACCUSPLIT, stopwatch	2	19.95	39.90	7	16.65	33.30	3	27.80	55.60	9			17.23	34.46	5	
73	Spirit pack WSSSI: T-shirt 50/50, shorts mesh, tube socks w/1 color screen on tees and shorts	50				11.65	582.50	1	14.99	749.50	4						
74	Track shoes, ASICS HYPE SPRINT SPIKES #G100Y (pair)	50				33.42	1,671.00	2	37.00	1,850.00	3						
75	Meet uniforms: TOP and SHORTS with 1 color screen on top, TOP BSG #H1009, Singlet and SHORT BSG #H5012 (sets)	50				17.66	883.00	1	21.81	1,090.50	4						
76	Fleece warm-ups with 1 color screen on top & pant RUSSEL #6056HBM1 & 96HBM1 (sets)	50				27.94	1,397.00	2	29.10	1,455.00	3						
77	ACCUSPLIT, stopwatch #725MXT	2	19.95	39.90	7	16.65	33.30	3	27.80	55.60	9			17.23	34.46	5	
78	Spirit pack WSSSI: T-shirt 50/50, shorts mesh, tube socks w/1 color screen on tees and shorts	45				11.65	524.25	1	14.99	674.55	4						
79	Soccer shoes, NIKE TIEMPO MYSTIC IV (pairs)	45				43.00	1,935.00	3	38.91	1,750.95	1						
80	Game uniforms: top and shorts with 1 color screen and number on top high 5 #LA210 and shorts #L22640 (sets)	45				33.69	1,516.05	3	31.45	1,415.25	2						
81	Soccer balls, NIKE PREMIER #SC1910	20				18.25	365.00	2	23.10	462.00	5			22.44	448.80	4	
82	Scorebooks Glove	2				3.75	7.50	2									
83	Goalie Jersey, HIGH 5 UNITED GOALKEEPER #23280 w/screen 1 color on the back	2				16.00	32.00	1	22.10	44.20	2						
84	Goalie gloves CENTURY CK#27600 (pairs)	2				6.95	13.90	2									
85	Shinguards, NIKE #MERCURIAL LIGHTSPEED #5P0239 (pairs)	45				12.25	551.25	1	28.92	1,301.40	3						
86	Fleece warm-up with 1 color screen on top and pant Russet #605h (sets)	45				27.94	1,257.30	2	29.10	1,309.50	3						

EXHIBIT

BID 11-113, Longoria Middle School
Athletic Equipment and Supplies

ITEM #	DESCRIPTION	QTY	AAE ROYERSFORD, PA 800-523-5471 E. MERRITT LENTZ	TOTAL	RANK	BARCELONA HOUSTON TX 800-859-2741 RON N. WOODMAN	TOTAL	RANK	BILL GUTHRIE HARLINGEN, TX 956-428-6462 W.J. GUTHRIE	TOTAL	RANK	BILL FRITZ APEX, NC 800-234-1004 BILL FRITZ	TOTAL	RANK	CANNON SPORTS BURBANK, CA 800-223-0064 GERSON CONTRERAS	TOTAL	RANK
87	Game socks, solid tube RUSSELL #RT500AS (pairs)	45		1.54	1		69.30	1	1.98	89.10	3				2.56	115.20	5
88	Spirit pack WSSSH, T-shirt 50/50, shorts mesh, tube socks w/1 color screen on tees and shorts	45		11.65	1		524.25	1	14.99	674.55	4						
89	Soccer shoes, NIKE TIEMPO (pairs)	45		43.00	3		1,935.00	3	38.91	1,750.95	1						
90	Game uniforms: top and shorts with 1 color screen and number on top high 5 #LA210 and shorts #L22640 (sets)	45		33.69	4		1,516.05	4	31.45	1,415.25	2						
91	Soccer balls, NIKE PREMIER #SC1910	20		18.25	2		365.00	2	23.10	462.00	5				22.44	448.80	4
92	Scorebooks Glove	2		3.75	2		7.50	2									
93	Goalie Jersey, HIGH 5 UNITED GOALKEEPER #23280 w/screen 1 color on the back	2		16.00	1		32.00	1	22.10	44.20	2						
94	Goalie gloves CENTURY CK#27600 (pairs)	2		6.95	2		13.90	2									
95	Shinguards, NIKE #MERCURIAL LIGHTSPEED #SP0239 (pairs)	45		12.25	2		551.25	2	28.92	1,301.40	4						
96	Fleece warm-up with 1 color screen on top and part Russel #605h (sets)	45		27.94	3		1,257.30	3	29.10	1,309.50	2						
97	Game socks, solid tube RUSSELL #RT500AS (pairs)	45		1.54	1		69.30	1	1.98	89.10	4				2.56	115.20	6
TOTALS							39,256.12			3,501.90						1,416.80	
<p>NOTES:</p> <p>We do not ship orders to any location that are under \$95.00 unless you add \$9.50 for special processing and handling. We will</p>																	

BID 11-113, Longoria Middle School
Athletic Equipment and Supplies

ITEM #	DESCRIPTION	QTY	FLAGHOUSE HASBROUCK HTS., NJ 800-793-7900 MICHAEL HALLOWAY	TOTAL	RANK	GTM SPORTSWEAR MANHATTAN, KS 800-336-4466 MATT SIMS	TOTAL	RANK	M/FAC, LLC CRANSTON, RI 800-556-7464 JENN LACHAFELLE	TOTAL	RANK	MCALLEN SPORTS MCALLEN, TX 956-687-5500 JOE ESCAMILLA	TOTAL	RANK	PYRAMID SCHOOL TAMPA, FL 800-792-2644 ADRRAIN BARTON	TOTAL	RANK
26	Basketballs, Wilson Evolution #B0516	15	42.56	638.40	7							38.00	570.00	4			
27	Practice shorts, BSG #NMS019, double mesh w/1 color screen	25										8.25	206.25	3			
28	Practice jersey, reversibles, BSG #NW1003	25										22.00	550.00	4			
29	T-shirts, Champion #T1000 with one color screen	25										4.45	111.25	1			
30	Socks, crew, RUSSELL #RTS601 (pair)	30															
31	Basketball shoes, NEW BALANCE #NB889MK (pair)	20															
32	Game jersey, reversibles, BSG #NF1264, Color to white w/1 screen	25										22.00	550.00	3			
33	Laundry straps, TAG #TLB200	25															
34	Scorebooks, GLOVER	4															
35	Coaches Board, Komey Board, 12 x 15	4										16.00	64.00	7	7.04	28.16	2
36	Fleece warm-ups, with 1 color screen on top and pants, RUSSEL #605HBM1 AND #96HBM1 (SETS)	25					1,500.00	4				38.00	950.00	6			
37	Bags, TAG #2436	6															
38	Basketballs, Wilson Evolution, Womens # B0586	10	42.49	424.90	7							38.00	380.00	4			
39	Practice shorts, BSG #NMS019, double mesh w/1 color screen	50										8.25	412.50	3			
40	Practice jersey, reversibles, BSG #NW1003	50										22.00	2,948.00	4			
41	T-shirts, Champion #T1000 with one color screen	50										4.95	247.50	4			
42	Socks, crew, RUSSELL #RTS601 (pair)	60															
43	Basketball shoes, NEW BALANCE #NB889MK (pair)	20															
44	Game jersey, reversibles, BSG #NF1264, Color to white w/screen 1 color and numbers on all 4 sides	50										22.00	1,100.00	3			
45	Laundry straps, TAG #TLB200	50										4.95	247.50	4			
46	Scorebooks, GLOVER	4															
47	Coaches Board, Komey Board, 12 x 15	4										16.00	64.00	7	7.04	28.16	2
48	Fleece warm-ups, with 1 color screen on top and pants, Russel #605HBM1 AND #96HBM1 (SETS)	40					1,200.00	4				38.00	1,520.00	6			
49	Bags, TAG #2436	6										21.00	126.00	6			
50	Volleyballs, TACHIKARA #SV5WS	24	28.87	692.88	6										23.66	567.84	2

EXHIBIT

BID 11-113, Longoria Middle School
Athletic Equipment and Supplies

ITEM #	DESCRIPTION	QTY	FLAGHOUSE HARBROUCK HTS., NJ 800-793-7900 MICHAEL HALLOWAY	TOTAL	RANK	GTM SPORTSWEAR MANHATTAN, KS 800-338-4486 MATT SIMS	TOTAL	RANK	MFC, LLC CRANSTON, RI 800-556-7464 JENN LACHAPPELLE	TOTAL	RANK	MCALLEN SPORTS MCALLEN, TX 956-687-5500 JOE ESCAMILLA	TOTAL	RANK	PYRAMID SCHOOL TAMPA, FL 800-792-2644 ADRRAIN BARTON	TOTAL	RANK
51	Practice shorts, BSG #nm5019, double mesh w/1 color screen	60										8.50	510.00	3			
52	T-shirts, CHAMPTON #T1000 with 1 color screen	60										4.95	297.00	4			
53	Socks, crew, RUSSELL #RTS601 (pair)	60															
54	Volleyball shoes, ASICS GEL 1130V #6933n/rocket (pair)	60										68.00	4,080.00	5			
55	Game uniforms, ASICS DOMAIN JERSEY #BT1001 and Asics Volleyshort #BT500 w/4" inseam w/1 color screen on black (sets)	60										86.00	5,160.00	5			
56	Fleece warm-up with 1 color screen on top and pant, Russell #605HBM1 (SETS)	60				30.00	1,800.00					38.00	2,280.00	5			
57	Bags, TAG #2436	6															
58	Spirit pack WSSSII, T-shirt 50/50, shorts mesh, tube on tees and shorts	30										18.00	540.00	5			
59	Track shoes, ASICS Gel, Strike #T9D4N (pairs)	30										40.00	1,200.00	4			
60	Meet uniforms, TOP and SHORTS with 1 color screen on top, TOP SBS #2305, singlet and short BSG #H5208	30				20.00	600.00	2									
61	Fleece warm-ups with 1 color screen on top & pant Russel #605hb (sets)	30				32.00	960.00	4				38.00	1,140.00	6			
62	ACCUSPLIT, stopwatch #725MXT	2	16.86	33.72	4				21.50	43.00	8	32.00	64.00	10	15.05	30.10	2
63	Spirit pack WSSSII, T-shirt 50/50, shorts mesh, tube socks w/1 screen on tees & shorts	30										18.00	540.00	4			
64	Track shoes, ASICS Gel, Strike #T9D4N (pairs)	30										40.00	1,200.00	4			
65	Meet uniforms, TOP and SHORTS with 1 color screen on top, TOP SBS #2305, singlet and SHORT BSG #H5208	30				20.00	600.00	2				36.00	1,080.00	6			
66	Fleece warm-ups with 1 color screen on top & pant RUSSEL #605	30				32.00	960.00	4				38.00	1,140.00	6			
67	ACCUSPLIT, stopwatch #725MXT	2	16.86	33.72	4				21.50	43.00	6				15.05	30.10	2
68	Spirit pack WSSSII, T-shirt 50/50, shorts mesh, tube socks w/1 screen on tees & shorts	50										18.00	900.00	5			

EXHIBIT

BID 11-113, Longoria Middle School
Athletic Equipment and Supplies

ITEM #	DESCRIPTION	QTY	FLAGHOUSE HASBROUCK HTS., NJ 800-793-7900 MICHAEL HALLOWAY	TOTAL	RANK	GTM SPORTSWEAR MANHATTAN, KS 800-336-4486 MATT SIMS	TOTAL	RANK	MFAC, LLC CRANSTON, RI 800-556-7464 JENN LACHAPELLE	TOTAL	RANK	MCALLEN SPORTS MCALLEN, TX 956-687-5500 JOE ESCAMILLA	TOTAL	RANK	PYRAMID SCHOOL TAMPA, FL 800-792-2644 ADRRAIN BARTON	TOTAL	RANK
69	Track shoes, ASICS HYPE SPRINT SPIKES #G100Y (pairs)	50										42.00	2,100.00	4			
70	Meet uniforms: TOP and SHORTS with 1 color screen on top. TOP SBS #2305, Singlet and SHORT BSG #H5208 w/5" shorts	50				20.00	1,000.00	2									
71	Fleece warm-ups with 1 color screen on top & pant RUSSEL #6056HBM1 & 96HBM1 (sets)	50				30.00	1,500.00	4				38.00	1,900.00	6			
72	ACCUSPLIT, stopwatch	2	16.86	33.72	4				21.50	43.00	8	34.00	68.00	10	15.05	30.10	2
73	Spirit pack WSSSII, T-shirt 50/50, shorts mesh, tube socks w/1 color screen on tees and shorts	50										18.00	900.00	5			
74	Track shoes, ASICS HYPE SPRINT SPIKES #G100Y (pair)	50										42.00	2,100.00	4			
75	Meet uniforms: TOP and SHORTS with 1 color screen on top. TOP BSG #H1009, Singlet and SHORT BSG #H5012 (sets)	50				20.00	1,000.00	3									
76	Fleece warm-ups with 1 color screen on top & pant RUSSEL #6056HBM1 & 96HBM1 (sets)	50				30.00	1,500.00	4				38.00	1,900.00	6			
77	ACCUSPLIT, stopwatch #725MXT	2	16.86	33.72	4				21.50	43.00	8				15.05	30.10	2
78	Spirit pack WSSSII, T-shirt 50/50, shorts mesh, tube socks w/1 color screen on tees and shorts	45										18.00	810.00	5			
79	Soccer shoes, NIKE TIEMPO MYSTIC IV (pairs)	45										54.00	2,430.00	4			
80	Game uniforms: top and shorts with 1 color screen and number on top high 5 #LA210 and shorts #L22640 (sets)	45															
81	Soccer balls, NIKE PREMIER #SC1910	20										12.00	240.00	1			
82	Scorebooks Glove	2															
83	Goalie Jersey, HIGH 5 UNITED GOALKEEPER #23280 w/screen 1 color on the back	2															
84	Goalie gloves CENTURY CK#27600 (pairs)	2										35.00	70.00	5			
85	Shinguards, NIKE #MERCURIAL LIGHTSPEED #5P0239 (pairs)	45										18.00	36.00	3			
86	Fleece warm-up with 1 color screen on top and pant Russel #605h (sets)	45				30.00	1,350.00	4									

EXHIBIT

BID 11-113, Longoria Middle School
Athletic Equipment and Supplies

ITEM #	DESCRIPTION	QTY	FLAGHOUSE HARBROUCK HTS. NJ 800-793-7900 MICHAEL HALLOWAY	TOTAL	RANK	GTM SPORTSWEAR MANHATTAN, KS 800-336-4466 MATT SIMS	TOTAL	RANK	MFCAC, LLC CRANSTON, RI 800-556-7464 JENN LACHAPELLE	TOTAL	RANK	MCALLEN SPORTS MCALLEN, TX 956-687-5500 JOE ESCAMILLA	TOTAL	RANK	PYRAMID SCHOOL TAMPA, FL 800-792-2644 ADRAIN BARTON	TOTAL	RANK	
87	Game socks, solid tube RUSSELL #RTS00AS (pairs)	45																
88	Spirit pack WSSSI: T-shirt 50/50, shorts mesh, tube socks w/1 color, screen on tees and shorts	45										18.00	810.00	5				
89	Soccer shoes, NIKE TIEMPO (pairs)	45										58.00	2,610.00	4				
90	Game uniforms: top and shorts with 1 color screen and number on top high 5 #LA210 and shorts #L22640 (sets)	45																
91	Soccer balls, NIKE PREMIER #SC1910	20										12.00	240.00	1				
92	Scorebooks G/over	2																
93	Goalie Jersey, HIGH 5 UNITED GOALKEEPER #23280 w/screen 1 color on the back	2										35.00	70.00	5				
94	Goalie gloves CENTURY CK#27600 (pairs)	2										18.00	36.00	3				
95	Shinguards, NIKE #MERCURIAL LIGHTSPEED #5P0239 (pairs)	45										9.75	438.75	1				
96	Fleece warm-up with 1 color screen on top and pant Russel #605h (sets)	45				30.00	1,350.00	4				38.00	1,710.00	6				
97	Game socks, solid tube RUSSELL #RTS00AS (pairs)	45										3.95	177.75	7		1.79	80.55	3
	TOTALS			11.00									1,030.00				57.36	
	NOTES:		Prices good for 365 days, Net 30 days, delivery 15-30 days A.R.O. Please use I.d. #16GBVNOB on all your orders, \$100 min. order			Shipping on orders \$200+ is free under is \$5 per order, up charges apply on all 2x, sizing per piece, all product bid is GTM Brand.									Please use our bid ref. #1113(Edinbur 9CISD), this number must be reference in all your purchase orders to ensure			

BID 11-113, Longoria Middle School
Athletic Equipment and Supplies

ITEM #	DESCRIPTION	QTY	RIDDELL ALL AMERICAN 800-275-9844X3408 ROBIN CAMPBELL	TOTAL	RANK	S & S COLCHESTER, CT 800-243-9232 ANTHONY BARDI	TOTAL	RANK	SPORT SUPPLY BSN 800-527-7510X7324 CHRIS BLOOMFIELD	TOTAL	RANK	SOUTHERN ATHLETIC PEARLAND, TX 281-485-1950 JAMES NOVAK	TOTAL	RANK	TEAM SPORTS OF TX VICTORIA, TX 800-242-0151 MAURO LERMA	TOTAL	RANK
1	Rawlings shoulder pad #CP36, Sizes: Small -	134	34.89	4,675.26	2				32.88	4,405.92	1				44.57	5,972.38	4
1	Rawlings shoulder pad #CP36, Sizes: Small -	134	58.88	7,889.92	6												
2	Football shoe Nike Landshark w/molded cleat	134		-					34.00	4,556.00	3				31.25	4,187.50	2
3	Practice Jersey Tag #3333D5, porthole mesh double cow w/1 color team name	134	14.49	1,941.66	4										15.92	2,133.28	5
4	Practice pant, BSG #610SL with elastic waist	134	10.99	1,472.66	5				10.03	1,344.02	4				8.20	1,098.80	2
5	Football pads-7 piece set, Youth, Rawlings #3500P	CANCEL	9.50						7.72						19.75		
6	Spirit pack WSSSI: T-shirt 50/50, shorts mesh, tube socks w/1 screen on tees & shorts	134	14.94	2,001.96	4										12.30	1,648.20	2
7	Lock straps, athletic supporters, Duke #101T	134		-					2.88	385.92	3				2.92	391.28	3
8	Laundry strap with ID tag, Tag #TLB200	134		-													
9	Mouthpieces, Adams #MG301, individually wrapped	134	0.51	68.34	6				0.26	34.84	1				0.29	38.86	2-TIE
10	Thigh pads TAG #TSP688, Air lite (pairs)	CANCEL	6.25						3.78						3.62		
11	Knee pads, TAG #TSP873, Air lite (pairs)	CANCEL	3.75						1.62						1.93		
12	Game Jersey, Rawlings #JTECFI w/team name & numbers	150		-											40.00	6,000.00	3
13	Game pant, Rawlings #GSP0909S, no fly w/cw10 slots	150		-											37.43		
14	Game socks, Russell crew #RTS601 (pairs)	150		-											1.13	169.50	2
15	Footballs, Rawlings PRO 5 Game Ball	36		-											32.95	1,186.20	2
16	Belts, WEB TAG #ASPWL	150	1.25	187.50	6				0.82	123.00	2				1.00	150.00	4
17	Kick off and extra point Tees	10	3.25	32.50	9				1.54	15.40	3				2.00	20.00	5
17	Kick off and extra point Tees	10		-													
18	Ball bags, TAG #2436	6		-					1.92	11.52	1						
19	Helmet Cap #HCC	24		-					2.67	64.08	2				8.00	192.00	5
20	Helmet, Shut #XPHYBRID #7990, Youth	124	57.26	7,100.24	1				73.46	9,109.04	4				67.65	8,388.60	2
21	Helmet, Shut # Adult	10	132.54	1,325.40	1										134.14	1,341.40	2
22	Hard cup, chin strap, Adams #PRO50	36		-					9.42	339.12	4				6.25	225.00	1
23	Soft cup, chin strap, #RC5B, high hook up	36		-					6.02	216.72	4				4.87	175.32	3
24	T-hooks, #TF109-2 (bags)	2	21.50	43.00	4				14.07	28.14	2						
25	Elastic strapping #WPE-2 (roll)	1	29.50	29.50	4				25.82	25.82	3						

EXHIBIT

BID 11-113, Longoria Middle School
Athletic Equipment and Supplies

ITEM #	DESCRIPTION	QTY	RIDDELL ALL-AMERICAN 800-275-984X3408 ROBIN CAMPBELL	TOTAL	RANK	S & S COLCHESTER, CT 800-243-9232 ANTHONY BARDI	TOTAL	RANK	SPORT SUPPLY BSN 800-527-7510X7324 CHRIS BLOOMFIELD	TOTAL	RANK	SOUTHERN ATHLETIC PEARLAND, TX 281-465-1950 JAMES NOVAK	TOTAL	RANK	TEAM SPORTS OF TX VICTORIA, TX 800-242-0151 MAURO LERMA	TOTAL	RANK
26	Basketballs, Wilson Evolution #B0516	15		-			40.66	6		609.90			34.65		519.75	2	
27	Practice shorts, BSG #NM5019, double mesh w/1 color screen	25		-								11.75	293.75	5	166.75	2	
28	Practice jersey, reversibles, BSG #NW1003	25		-			7.63	2		190.75			10.62		265.50	3	
29	T-shirts, Champion #T1000 with one color screen	25	4.47	111.75	2							6.80	170.00	6	118.75	3	
30	Socks, crew, RUSSELL #RTS601 (pair)	30		-									1.13		33.90	2	
31	Basketball shoes, NEW BALANCE #NB889MK (pair)	20		-													
32	Game jersey, reversibles, BSG #NF1264, Color to white w/1 screen	25		-								24.50	612.50	4	304.25	1	
33	Laundry straps, TAG #TLB200	25		-											73.00	3	
34	Scorebooks, GLOVER	4		-		4.94	19.76	3	2.56	10.24	1						
35	Coaches Board, Komey Board, 12 x 15	4		-					5.42	21.68	1	13.00	52.00	6			
36	Fleece warm-ups, with 1 color screen on top and pants, RUSSEL # 605HBM1 AND #96HBM1 (SETS)	25		-								31.00	775.00	5	675.00	1	
37	Bags, TAG #2436	6		-		2.65	15.90	2	1.92	11.52	1						
38	Basketballs, Wilson Evolution, Womens # B0586	10		-					40.66	406.60	6				346.50	2	
39	Practice shorts, BSG #NM5019, double mesh w/1 color screen	50		-								11.75	587.50	5	333.50	2	
40	Practice jersey, reversibles, BSG #NW1003	50		-					6.32	316.00	2				533.50	3	
41	T-shirts, Champion #T1000 with one color screen	50	4.47	223.50	1							6.80	340.00		237.50	2	
42	Socks, crew, RUSSELL #RTS601 (pair)	60		-											67.80	2	
43	Basketball shoes, NEW BALANCE #NB889MK (pair)	20		-													
44	Game jersey, reversibles, BSG #NF1264, Color to white w/screen 1 color and numbers on all 4 sides	50		-								24.50	1,225.00	4	608.50	1	
45	Laundry straps, TAG #TLB200	50		-											146.00	3	
46	Scorebooks, GLOVER	4		-		4.94	19.76	3	2.56	10.24	1						
47	Coaches Board, Komey Board, 12 x 15	4		-					5.42	21.68	1	13.00	52.00	6			
48	Fleece warm-ups, with 1 color screen on top and pants, Russel #605HBM1 AND #96HBM1 (SETS)	40		-								31.00	1,240.00	5	1,080.00	1	
49	Bags, TAG #2436	6		-		2.65	15.90	2	1.92	11.52	1						
50	Volleyballs, TACHIKARA #SV5WS	24		-		29.01	696.24	7	31.03	744.72	10	29.95	718.80	9	582.96	3	

BID 11-113, Longoria Middle School
Athletic Equipment and Supplies

ITEM #	DESCRIPTION	QTY	RIDDELL ALL AMERICAN 800-275-984X3408 ROBIN CAMPBELL	TOTAL	RANK	S & S COLCHESTER, CT 800-243-9232 ANTHONY BARDI	TOTAL	RANK	SPORT SUPPLY BSN 800-527-7510X7324 CHRIS BLOOMFIELD	TOTAL	RANK	SOUTHERN ATHLETIC PEARLAND, TX 281-485-1950 JAMES NOVAK	TOTAL	RANK	TEAM SPORTS OF TX VICTORIA, TX 800-242-0151 MAURO LERMA	TOTAL	RANK
51	Practice shorts, BSG #mm5019, double mesh w/1 color screen	60		-													
52	T-shirts, CHAMPION #T1000 with 1 color screen	60	4.47	268.20	1							11.75	705.00	5	6.67	400.20	2
53	Socks, crew, RUSSELL #RTS601 (pair)	60		-								6.80	408.00	6	4.75	285.00	2
54	Volleyball shoes, ASICS GEL 1130V #BS93r/rocket (pair)	60		-								66.00	3,960.00	4	1.13	67.80	2
55	Game uniforms, ASICS DOMAIN JERSEY #BT1001 and Asics Volleyshort #BT500 w/4" inseam w/1 color screen on black (sets)	60		-								54.00	3,240.00	4	42.18	2,530.80	2
56	Fleece warm-up with 1 color screen on top and pant, Russell #605HBM1 (SETS)	60		-								31.00	1,860.00	4	27.00	1,620.00	1
57	Bags, TAG #2436	6		-					1.92	11.52	1						
58	Spirit pack WSSSII: T-shirt 50/50, shorts mesh, tube on tees and shorts	30	14.94	448.20	3							23.50	705.00	6	13.56	406.80	2
59	Track shoes, ASICS Gel, Strike #T9D4N (pairs)	30		-											30.00	900.00	1
60	Meet uniforms: TOP and SHORTS with 1 color screen on top, TOP SBS #2305, singlet and short BSG #H5208	30		-								25.50	765.00	4	26.66	799.80	5
61	Fleece warm-ups with 1 color screen on top & pant Russell #605hb (sets)	30		-								33.00	990.00	5	27.00	810.00	1
62	ACCUSPLIT, stopwatch #725MXT	2		-					17.32	34.64	6				14.25	28.50	1
63	Spirit pack WSSSII: T-shirt 50/50, shorts mesh, tube socks w/1 screen on tees & shorts	30		-								23.50	705.00	5	13.56	406.80	2
64	Track shoes, ASICS Gel, Strike #T9D4N (pairs)	30		-											30.00	900.00	1
65	Meet uniforms: TOP and SHORTS with 1 color screen on top, TOP SBS #2305, singlet and SHORT BSG #H5208	30		-								25.50	765.00	4	26.66	799.80	5
66	Fleece warm-ups with 1 color screen on top & pant RUSSELL #605	30		-								33.00	990.00	5	27.00	810.00	1
67	ACCUSPLIT, stopwatch #725MXT	2		-					17.32	34.64	6				14.25	28.50	1
68	Spirit pack WSSSII: T-shirt 50/50, shorts mesh, tube socks w/1 screen on tees & shorts	50	14.94	747.00	3							22.50	1,125.00	6	13.56	678.00	2

EXHIBIT

BID 11-113, Longoria Middle School
Athletic Equipment and Supplies

ITEM #	DESCRIPTION	QTY	RIDDELL ALL AMERICAN 800-275-9844X3408 ROBIN CAMPBELL	TOTAL	RANK	S & S COLCHESTER, CT 800-243-9232 ANTHONY BARDI	TOTAL	RANK	SPORT SUPPLY BSN 800-527-7510X7324 CHRIS BLOOMFIELD	TOTAL	RANK	SOUTHERN ATHLETIC PEARLAND, TX 281-485-1950 JAMES NOVAK	TOTAL	RANK	TEAM SPORTS OF TX VICTORIA, TX 800-242-0151 MAURO LERMA	TOTAL	RANK
69	Track shoes, ASICS HYPE SPRINT SPIKES #G100Y (pairs)	50		-			-								32.75	1,637.50	1
70	Meet uniforms: TOP and SHORTS with 1 color screen on top, TOP SBS #2305, Singlet and SHORT BSG #H5208 w/5" shorts	50		-			-					24.75	1,237.50	4		1,333.00	5
71	Fleece warm-ups with 1 color screen on top & pant RUSSEL #6059HBM1 & 96HBM1 (sets)	50		-			-					31.00	1,550.00	5		1,350.00	1
72	ACCUSPLIT, stopwatch	2		-			-		17.32	34.64	6		28.50		14.25	28.50	1
73	Spirit pack WSSSI: T-shirt 50/50, shorts mesh, tube socks w/1 color screen on tees and shorts	50	14.94	747.00	3		-					22.50	1,125.00	6	12.83	641.50	2
74	Track shoes, ASICS HYPE SPRINT SPIKES #G100Y (pair)	50		-			-								32.75	1,637.50	1
75	Meet uniforms: TOP and SHORTS with 1 color screen on top, TOP BSG #H1009, Singlet and SHORT BSG #H5012 (sets)	50		-			-					24.75	1,237.50	5		1,333.00	6
76	Fleece warm-ups with 1 color screen on top & pant RUSSEL #6059HBM1 & 96HBM1 (sets)	50		-			-					31.00	1,550.00	5		1,350.00	1
77	ACCUSPLIT, stopwatch #725MXT	2		-			-		17.32	34.64	6		28.50		14.25	28.50	1
78	Spirit pack WSSSI: T-shirt 50/50, shorts mesh, tube socks w/1 color screen on tees and shorts	45	14.94	672.30	3		-					22.50	1,012.50	6	12.83	577.35	2
79	Soccer shoes, NIKE TIEMPO MYSTIC IV (pairs)	45		-			-								40.84	1,837.80	2
80	Game uniforms: top and shorts with 1 color screen and number on top high 5 #A210 and shorts #L22640 (sets)	45		-			-					29.00	1,305.00	1		1,505.70	4
81	Soccer balls, NIKE PREMIER #SC1910	20		-			-		26.00	520.00	6		410.00		20.50	410.00	3
82	Scorebooks Glove	2		-		3.97	7.94	3	2.84	5.68	1						
83	Goalie Jersey, HIGH 5 UNITED GOALKEEPER #23280 w/screen 1 color on the back	2		-			-					22.50	45.00	3	25.00	50.00	4
84	Goalie gloves CENTURY CK#27600 (pairs)	2		-			-								6.03	12.06	1
85	Shinguards, NIKE #MERCURIAL LIGHTSPEED #SP0239 (pairs)	45		-			-								23.38	1,052.10	2
86	Fleece warm-up with 1 color screen on top and pant Russel #605h (sets)	45		-			-					31.00	1,395.00	5	27.00	1,215.00	1

EXHIBIT

BID 11-113, Longoria Middle School
Athletic Equipment and Supplies

ITEM #	DESCRIPTION	QTY	RIDDELL ALL-AMERICAN 800-275-9844X3408 ROBIN CAMPBELL	TOTAL	RANK	S & S COLCHESTER, CT 800-243-9232 ANTHONY BARDI	TOTAL	RANK	SPORT SUPPLY BSN 800-527-7510X7324 CHRIS BLOOMFIELD	TOTAL	RANK	SOUTHERN ATHLETIC PEARLAND, TX 281-485-1950 JAMES NOVAK	TOTAL	RANK	TEAM SPORTS OF TX VICTORIA, TX 800-242-0151 MAURO LERMA	TOTAL	RANK
87	Game socks, solid tube RUSSELL #RTS00AS (pairs)	45		-			1.61	2	72.45				2.00		90.00	4	
88	Spirit pack WSSSII, T-shirt 50/50, shorts mesh, tube socks w/1 color screen on tees and shorts	45	14.94	672.30	3							23.50	1,057.50	6	577.35	2	
89	Soccer shoes, NIKE TIEMPO (pairs)	45		-									40.84		1,837.80	2	
90	Game uniforms, top and shorts with 1 color screen and number on top high 5 #L210 and shorts #L2840 (sets)	45		-								29.00	1,305.00	1	1,505.70	3	
91	Soccer balls, NIKE PREMIER #SC1910	20		-			26.00	6	520.00				20.50		410.00	3	
92	Scorebooks Glover	2		-		3.97	7.94	1	5.68								
93	Goalie Jersey, HIGH 5 UNITED GOALKEEPER #23280 w/screen 1 color on the back	2		-								22.50	45.00	3	50.00	4	
94	Goalie gloves CENTURY CK#27600 (pairs)	2		-											12.06	1	
95	Shinguards, NIKE #MERCURIAL LIGHTSPEED #SP0239 (pairs)	45		-											1,052.10	3	
96	Fleece warm-up with 1 color screen on top and pant Russel #605H (sets)	45		-								31.00	1,395.00	5	1,215.00	1	
97	Game socks, solid tube RUSSELL #RTS00AS (pairs)	45		-			1.61	2	72.45				2.00		90.00	5	
	TOTALS			8,917.34					156.12				2,610.00		16,475.87		
	NOTES:		Alternate Riddell products may be offered & if they are it will be noted on each line. Add \$15 for ea. XL, \$8.25 for ea. high gloss/metallic			In order to qualify for special pricing, please reference bid #11-113-11PE on ALL P.O.'S			When ordering off this bid please indicate this bid number on all orders #11-40575			See deviation form for actual brands quoted					

11-113, LONGORIA MS ATHLETIC EQUIP/SUPP

10	742229356	3549	11-2937547
A & L ATHLETICS		AMERICAN CHALLENGE ENTERPRISES	
2208 PRIMEROSE BUILDING "O"		60 SOUTH 2ND ST UNGL WEST	
MCALLEN, TX 78504		DEER PARK, NY 11729	
3026	14-1563227	7497	
ANACONDA SPORTS		ATHLETIC SUPPLY, INC	
5 CORPORATE DRIVE		1107 N. GRANT	
CLIFTON PARK, NY 12065		ODESSA, TX 79761	
6018	74-2654964	3319	1741690472-4
BAKKA CORP DBA; MECA SPORTS		BARCELONA SPORTING GOODS	
701 N. "U" STREET		9999 W. SAM HOUSTON PKWY N.	
PH BUSY/FX STATIC*C NOTES		HOUSTON, TX 77064	
HARLINGEN, TX 78550			
4985	56-1661989	18	1-74-21889308
BILL FRITZ SPORTS CORP.		BILL GUTHRIE SPORTS	
1072 CLASSIC ROAD		5701 W. EXPRESSWAY 83	
APEX, NC 27539		HARLINGEN, TX 78552	
7567		7036	32-0021254
BTMC CORP.		C & G SPORTING GOODS	
156 E. BROADWAY		DBA: BAREFOOT ATHLETICS	
WESTERVILLE, OH 43081		1348-3 W. WASHINGTON	
		STEPHENVILLE, TX 76401	
3741	36-3246052	3561	13-1809948
DAVIS ATHLETIC EQUIPMENT CO		FLAGHOUSE INCORPORATED	
7035 W 65TH STREET		601 FLAGHOUSE DRIVE	
BEDFORD PARK, IL 60638		HASBROUCK HEIGHTS, NJ 07604	
2398	46-0431398	1405	41-1362324
GATEWAY COMPANIES, INC.		GOPHER SPORT	
610 GATEWAY DRIVE		PO BOX 998	
PH NO ANSWER/FX JUST RINGS		OWATONNA, MN 55060-0998	
NORTH SIOUX CITY, SD 57049			
2626	41-1377997	9567	
GREG LARSON SPORTS		GREGG UNITIED SPORTS, INC	
P.O. BOX 567		P.O. BOX 970008	
BRAINERD, MN 56401		BOCA RATON, FL 33497-0008	
4820	48-1115882	3528	7517651-1885
GTM SPORTWEAR		LISCO LLP	
520 MCCALL ROAD		2101 EAST 50TH ST.	
P.O. BOX 8		LUBBOCK, TX 79404	
MANHATTAN, KS 66502-0008			
1133	05-0301940	33	17424153496
M-F ATHLETIC COMPANY - MFAC		MCALLEN SPORTS	
11 AMFLEXDR		108 SOUTH 16TH STREET	
CRANSTON, RI 02921		MCALLEN, TX 78501	
3014	59-0932660	8010	
PYRAMID SCHOOL PRODUCTS		S & S WORLDWIDE	
6510 NORTH 54TH STREET		75 MILL STREET	
TAMPA, FL 33610-1908		COLCHESTER, CT 06415	

11-113, LONGORIA MS ATHLETIC EQUIP/SUPP

40 54-1324902
SKIPS SPORTS EQUIPMENT INC
P.O. BOX 8430
VIRGINIA BEACH, VA 23450-8430

6998 710864348
SOUTHERN ATHLETIC SUPPLY INC
5828 BROADWAY
PEARLAND, TX 77581

20 75-2241783
SPORT SUPPLY GROUP INC.
DBA; BSN SPORTS
P.O. BOX 7726
DALLAS, TX 75209

932 58-0957868
SPORTIME
P.O. BOX 922668
NORCROSS, GA 30010-2668

7018 81-0603005
SPORTS DIRECT SOURCE IND
6514 HAUSMAN ROAD WEST
**BUSY#/DISC/FAX IS VOICE MAIL
SAN ANTONIO, TX 78249

28 74-1939384
TEAM SPORTS OF TEXAS
104 WEST 3RD STREET
VICTORIA, TX 77902

2292 34-1276429
TOLEDO P.E. SUPPLY
P.O. BOX 5618
TOLEDO, OH 43613

5972
UNDERDOG SPORTS INC.
DBA PLANO SPORTS CENTER
2430 AVENUE K
PLANO, TX 75074

45 75-224-1783
US GAMES
P.O. BOX 7726
DALLAS, TX 78509

47 38-1624481
SCHOOL-TECH, INC
DBA: WOLVERINE SPORTS
745 STATE CIRCLE
ANN ARBOR, MI 48108

3382 174-2773214-8
WOODY'S SPORTING GOODS
202 E. INDUSTRIAL WAY
LA FERIA, TX 78559

Vendors Printed: 33

APPROVAL OF BID 11-150, IC3, MOS, ADOBE EXAMS, AND VOUCHERS

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the bid for IC3, MOS, Adobe Exams, and Vouchers as requested by the Career and Technical Education Department as being the most favorable and advantageous to the Edinburg CISD.

Rationale

Administration sought competitive sealed bids for IC3, MOS, Adobe Exams, and Vouchers. Bid opening was held at the Business Office Building on May 2, 2011 at 2:30 P.M., where one (1) proposal was received, opened, and read aloud. This bid is to purchase certification exams and vouchers for IC3, MOS 2007/2010, Adobe Flash, and STRATA IT as Certification opportunities to meet Federal requirements of the Carl Perkins Grant. The vouchers would allow 1027 exams to be taken and are valid for one year.

User Department

This item was requested by Mrs. Griselda Quintanilla, Director of Career and Technical Education Department.

Budgetary Information

Estimated Award Recommendation \$63,404.00

Account	Description	Appropriation	Encumbrance	Expenditure	Balance
162-11-6339-00-001-122000	Testing Materials	38,333.00	0.00	0.00	38,333.00
162-11-6339-00-002-122000	Testing Materials	38,333.00	0.00	0.00	38,333.00
162-11-6339-00-003-122000	Testing Materials	38,333.00	0.00	0.00	38,333.00
TOTAL		114,999.00	0.00	0.00	114,999.00

Resource Personnel

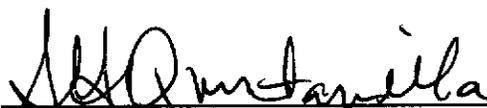
Dr. René Gutiérrez
Sylvia D. Garcia
Jacqueline Kingan

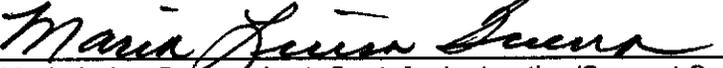
Dr. Rebecca Morrison
Griselda Quintanilla

Maria Luisa Guerra
Amaro Tijerina

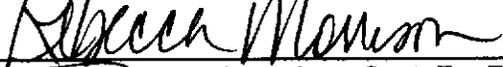
Board Policy Reference

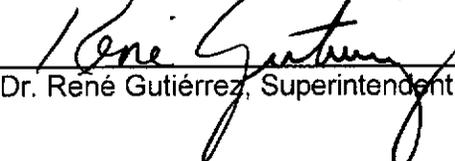
This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

Prepared by: 
Griselda Quintanilla, Director of Career & Technical Edu.

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

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

Approved by: 
Dr. Rebecca Morrison, Asst. Supt. For Finance/Operations

Recommended by: 
Dr. René Gutiérrez, Superintendent of Schools

Notes for Bid Tabulation
Bid 11-150, IC3, MOS, Adobe Exams, and Vouchers
May 10, 2011

1. **USER DEPARTMENT:** This bid was requested by the Career and Technical Educational Department. Mrs. Griselda Quintanilla will be present to answer any questions regarding this bid.

1. **TYPE OF BID:** This is a one time purchase.

2. **ORDERING INFORMATION:** Career and Technical Education Department will prepare purchase order(s) after the Board of Trustee approval.

3. **BID AWARD RECOMMENDATION:**

VENDOR	AWARD RECOMMENDATION
Teknimedia Corporation 4905 Del Ray Ave. #307 Bethesda, MD 20814 Contact: Ann E. Harris PH: 800-366-4614 FAX: 301-656-0177	\$63,404.00
TOTAL AWARD RECOMMENDATION	\$63,404.00

TABULATION OF BID 11-150
IC3, MOS, Adobe Exams, and Vouchers

ITEM NUMBER	QUALITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	80	IC3 – IC3 Voucher with Retake (Computing Fundamentals)	\$26.61	\$2,128.80
2	80	IC3 – Voucher with Retake (Key Applications)	\$26.61	\$2,128.80
3	80	IC3 – Voucher with Retake (Living On-Line)	\$26.61	\$2,128.80
4	660	MOS – Voucher with Retake	\$75.36	\$49,737.60
5	110	Adobe Flash – Voucher with Retake	\$63.50	\$6,985.00
6	5	Strata It – Voucher	\$59.00	\$295.00
7	12	Comptia A+ Voucher	Not available	
			TOTAL	\$63,404.00

EXHIBIT _____

11-150, IC3, MOS, ADOBE EXAMS & VOUCHERS

9849
QUICK CERT
24703 US HIGHWAY 19 N.
SUITE 200
CLEARWATER, FL 33763

9847
TEKNIMEDIA
4905 DEL RAY AVE. #307
BETHESDA, MD 20814

9848
TESTOUT
50 SOUTH MAIN ST.
PLEASANT GROVE, UT 84062

Vendors Printed: 3

APPROVAL OF GODIRECT 11-173, DISTRICT-WIDE REPLACEMENT OF FEDERAL COMPUTER LAB PRINTERS

Superintendent's Recommendation

That the Board of Trustees approve the GoDirect quote for district wide replacement of Federal Computer Lab printers.

Rationale

Technology Equipment purchased through Department of Information Resources (DIR) meet all bidding requirements. The State of Texas has awarded Dell a contract that is available to the District.

The DIR program was established under Chapter 2054, Texas Education Code. DIR is a cooperative contracts program that provides a channel for procurement of Information Technology Resources. It enables government entities to pool their purchasing power to drive down IT costs. http://www.dir.state.tx.us/dir_overview/index.htm

The Federal computer lab printers being replaced will be at the elementaries, middle schools and high schools that are on the attached distribution list. The reason why these printers are being replaced is that they have been in the District for eight (8) years or more.

User Department

This item was requested by Ronaldo Cavazos, Director of Federal Programs.

Budgetary Information

ESTIMATED TOTAL AWARD: \$14,976.00

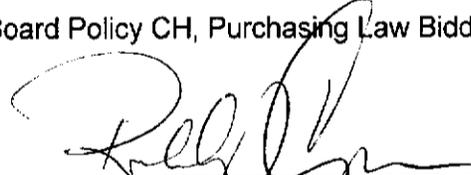
Account	Description	Appropriations	Encumbrance	Expenditure	Balance
161-11-6397-00-999-130-04X	Fixed Assets	25,361.00	0.00	10,089.52	15,271.48
	TOTAL	25,361.00	0.00	10,089.52	15,271.48

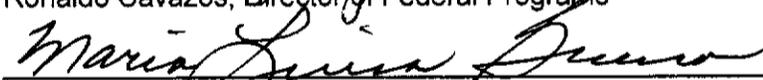
Resource Personnel

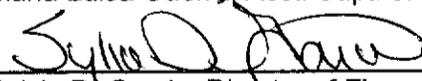
Dr. René Gutiérrez	Maria Luisa Guerra	Amaro Tijerina
Dr. Rebecca Morrison	Ronaldo Cavazos	Claudina E. Longoria
Sylvia D. Garcia		

Board Policy Reference

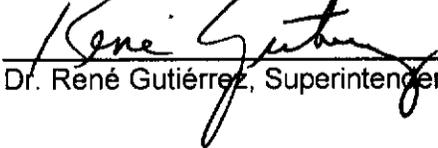
This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

Requested by: 
 Ronaldo Cavazos, Director of Federal Programs

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

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

Approved by: 
 Dr. Rebecca Morrison, Assist. Supt. for Finance/Operations

Recommended by: 
 Dr. René Gutiérrez, Superintendent of Schools

Notes for Bid Tabulation
GODIRECT 11-173, DISTRICT-WIDE REPLACEMENT OF FEDERAL
COMPUTER LAB PRINTERS
May 10, 2011

1. **USER DEPARTMENT:** This was requested by the Federal Programs Department. Ronaldo Cavazos will be present to answer any detailed questions.
2. **TYPE OF GODIRECT:** This is a one-time purchase.
3. **GODIRECT EVALUATION:** This was evaluated by Jaime Ortiz. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** Campuses/Department will prepare purchase orders following the Board of Trustees approval.
5. **AMOUNT SPENT LAST YEAR:** \$50,000.00
6. **ESTIMATED AWARD RECOMMENDTION:**

VENDOR	STATE CONTRACT	ITEM	ESTIMATED QTY	UNIT PRICE	TOTAL COST
Dell	GoDirect	B/W Low End Printer	64	\$234.00	\$14,976.00
ESTIMATED GRAND TOTAL					\$14,976.00

QUOTE #: 571391794

Customer #: 108980332

Contract #: 48ABO

Customer Agreement #: DIR-SDD-890-TX

Quote Date: 1/17/11

Date: 1/18/11 4:13:59 PM

Customer Name: EDINBURG C I S D

TOTAL QUOTE AMOUNT:	\$234.00		
Product Subtotal:	\$234.00		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$234.00	GROUP TOTAL: \$234.00
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Base Unit:	Dell 2350dn Laser Printer (225-0030)
Service:	Basic Support: Next Business Day Advanced Exchange 2 Year Extended (932-5752)
Service:	Basic Support: Next Business Day Advanced Exchange Initial Year (937-6830)
Service:	Dell Hardware Limited Warranty Plus Service Extended Year(s) (932-5508)
Service:	Dell Hardware Limited Warranty Plus Service Initial Year (926-7627)

SALES REP:	TASHA MYERS	PHONE:	1888-977-3355
Email Address:	Tasha_Myers@Dell.com	Phone Ext:	513-9362

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to *Dell Marketing L.P.*

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

REPLACEMENT PRINTERS DISTRIBUTION LIST

School	Inter.	Primary	Reading	Math	Science	Total
Austin	1	1				
Avila	1	1				
Betts	1	1				
Brewster	0		0			
Cano/Gonzalez	1	1				
Canterbury	1	1				
Cavazos	1	1				
Crawford	0	0				
De la Vina	1	1				
Eisenhower	1	1				
Escandon	1	1				
Esparza	1	1				
Freddy Gonzalez	1	1				
Flores / Zapata	0	0				
Gorena	1	1				
Guerra	1	1				
Hargill	1					
Jefferson	1	1				
J. F. Kennedy	1	1				
Lee	1	1				
L. B. Johnson	1	1				
Lincoln	1	1				
Magee	1	1				
Monte Cristo	1	1				
Ramirez	0	0				
San Carlos	1	1				
Travis	1	1				
Trevino	1	1				
Truman	1	1				
Villarreal	1	1				
Zavala	1	1				
Barrientes			1	0		
Garza			0	1		
Harwell			0	1		
Memorial			0	1		
South			1	0		
Economedes			1	1	1	
EHS			1	1	1	
ENHS			0	0	0	
Total	27	26	4	5	2	64

APPROVAL OF RFP 11- 140, NEW MIDDLE SCHOOL SECURITY & CAMERA SYSTEMS

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the RFP for the New Middle Schools Security & Camera Systems, which is indicated in the attached tabulation as being the most favorable and advantageous to the District.

Rationale

Administration sought competitive sealed proposals for Security & Camera Systems. RFP opening was held at the Business Office Building on April 19, 2011, at 10:00 A.M., where six (6) proposals were read aloud. These systems will be installed at the new Harwell Middle School and Longoria Middle School.

User Department

This RFP will be used by the Facilities and Construction Department.

Budgetary Information

Award Recommendation: \$212,200.00

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
623-81-6629-00-047-199-000	Bldg Purch Const Improve	8,706,306.00	3,070,361.00	4,949,362.00	686,583.00
623-81-6629-00-048-199-000	Bldg Purch Const Improve	9,856,453.00	3,322,565.00	5,839,779.00	694,109.00
	TOTAL	18,562,759.00	6,392,926.00	10,789,141.00	1,380,692.00

Resource Personnel

Dr. René Gutiérrez
 Mario H. Salinas
 Claudina E. Longoria

Dr. Rebecca Morrison
 Robert Estrada

Sylvia D. Garcia
 Amaro Tijerina

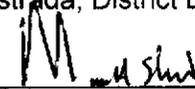
Board Policy Reference

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

Requested by:


 Robert Estrada, District Engineer

Approved by:


 Mario H. Salinas, Asst. Supt. for District Administration

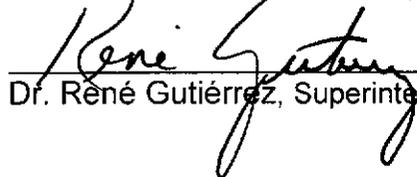
Within Budgetary Allocations:


 Sylvia D. Garcia, Director for Finance

Approved by:


 Dr. Rebecca Morrison, Asst. Supt. For Finance/Operations

Recommended by:


 Dr. René Gutiérrez, Superintendent of Schools

Notes for RFP Tabulation
RFP 11- 140, NEW MIDDLE SCHOOL SECURITY & CAMERA SYSTEMS
May 10, 2011

1. **USER DEPARTMENT:** This RFP was requested by District Architect. Mr. Robert Estrada will be present to answer any detailed questions regarding this RFP.
2. **TYPE OF RFP:** This is a one-time purchase.
3. **RFP EVALUATION:** This RFP was evaluated by Heralio Perez, Project Manager, Rolando Garcia, Broaddus & Associates and Tim Weldon, Broaddus & Associates. Final recommendations to the board are done by the Superintendent of School.
4. **ORDERING INFORMATION:** Facilities and Construction Department will prepare the purchase orders on an as needed basis following Board of Trustee approval.
5. **APPROXIMATE AMOUNT SPENT LAST YEAR:** None purchase last year.
6. **TOTAL AWARD RECOMMENDATION:**

VENDOR	AWARD RECOMMENDATION
All American Security	Longoria Middle: \$106,100.00 Harwell Middle School: \$106,100.00
TOTAL AWARD RECOMMENDATION	\$212,200.00

EXHIBIT _____

**BROADDUS
& ASSOCIATES**
CONSULTING ENGINEERS ARCHITECTS

05/02/2011

Dr. Rene Gutierrez, Ed.D.
Superintendent of Schools
Edinburg Consolidated Independent School District
411 N. 8th St.
Edinburg, TX 78541

Re: ECISD 2008 Bond Program
New Middle School Facilities
Security Camera System Proposal Evaluation

Dear Mr. Gutierrez:

The proposals submitted by sub-contractors, for the project referred to above, were reviewed and evaluated on Wednesday April 27, 2011. Attached, for your review and consideration are the results of the evaluation.

Based on the results of the evaluation, Broaddus & Associates respectfully requests the ECISD Board of Trustees authorize us to proceed, per state procurement requirements, to negotiate a contract for the Security Camera Systems beginning with the top ranked company, All American Security and proceeding until an agreement can be reached with one of the top three companies.

Please contact me if you have any questions or if you require any additional information.

Sincerely,


Rolando L. Garcia, FAIA
Senior Project Manager, LEED AP

FN: 110502 ECISD Security Cams Recom Let.docx

1100 E. Jasmine Ave. ☎ McAllen, Texas 78501 ☎ Phone: (956) 688-2307 ☎ Fax: (956) 688-2315
1301 S. Capital of Texas Highway, Suite A-302 ☎ Austin, Texas 78746 ☎ Phone: (512) 329-8822 ☎ Fax: (512) 329-8242

**RFP 11-140, NEW MIDDLE SCHOOLS SECURITY & CAMERA SYSTEMS
TABULATION**

	All American Security	P T S	AL3 Enterprises, LLC dba: Starr Telecom	P T S	American Surveillance, Co	P T S	Arugus Security	P T S	Security International	P T S	Superior Alarms	P T S
1. PROPOSED PRICE FOR SPECIFIED SYSTEM LISTED BELOW (total points allowable 30)												
a. Longoria Middle School Security & Camera Systems (15 pts)	106,100.00	15	118,957.00	0	113,604.71	5	118,350.00	0	128,000.00	0	107,565.00	10
b. Harwell Middle School Security & Camera Systems (15 pts)	106,100.00	15	118,957.00	0	113,604.71	5	118,350.00	0	128,000.00	0	107,565.00	10
2. QUALIFICATIONS (total points allowable 60)												
a. Can you work after 4:00 p.m. and on Saturdays, if required? (10 pts)	Yes	10	Yes	10	Yes	10	Yes	10	Yes	10	Yes	10
b. Does your company have the ability to be accessed via Ethernet to monitor and to remotely make adjustments to security cameras? (10 pts)	Yes	10	NO, these are not IP cameras. DVR's can be remotely access with proper access	0	Yes	10	Yes	10	Yes	10	Yes	10
c. Does your company have the ability to provide CAD documents showing locations of all cameras and wiring layout? (10 pts)	Yes	10	Yes	10	Yes	10	Yes	10	Yes	10	Yes	10
d. How long before you answer a service call? (10 pts)	1 hour	10	2 hours	10	1 hour	10	2 hours	10	24 hours	5	4 hours	10
e. How long will it take to complete the jobs? (10 pts)	30 days	10	20 days	10	70 days	0	21 days	10	60 days	5	30-45 days	5
f. List the type of training your company will provide to the District: (10 pts)	Security system programming codes & users, Camera system operation & recordings as needed	5	Company to provide CCTV software training, DVR management, and PTZ control training, will provide training on security key pads, to arm and disarm systems	10		0	In house training to search and retrieve videos. How to set up DVR and configure and adjustments as necessary	10	Standard training.	5	Comprehensive training of all systems installed. Manuals included	10
3. PAST EXPERIENCE WITH SCHOOL DISTRICTS (15 pts)		15		15		15		15		15		15
Listed 3 references	yes	100	yes	65	yes	65	yes	70	yes	60	yes	90

Heralio Perez, Jr.
HERALIO PEREZ, JR., ECISD - PROJECT MANAGER

**RFP 11-140, NEW MIDDLE SCHOOLS SECURITY & CAMERA SYSTEMS
TABULATION**

	All American Security	P T S	AL3 Enterprises. LLC dba: Starr Telecom	P T S	American Surveillance. Co	P T S	Arugus Security	P T S	Security International	P T S	Superior Alarms	P T S
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2. QUALIFICATIONS (total points allowable 60)												
a. Can you work after 4:00 p.m. and on Saturdays, if required? (10 pts)	Yes	10	Yes	10	Yes	10	Yes	10	Yes	10	Yes	10
b. Does your company have the ability to be accessed via Ethernet to monitor and to remotely make adjustments to security cameras? (10 pts)	Yes	10	NO, these are not IP cameras. DVR's can be remotely access with proper access	0	Yes	10	Yes	10	Yes	10	Yes	10
c. Does your company have the ability to provide CAD documents showing locations of all cameras and wiring layout? (10 pts)	Yes	10	Yes	10	Yes	10	Yes	10	Yes	10	Yes	10
d. How long before you answer a service call? (10 pts)	1 hour	10	2 hours	10	1 hour	10	2 hours	10	24 hours	5	4 hours	10
e. How long will it take to complete the jobs? (10 pts)	30 days	10	20 days	10	70 days	0	21 days	10	60 days	5	30-45 days	5
f. List the type of training your company will provide to the District: (10 pts)	Security system programming codes & users, Camera system operation & recordings as needed	5	Company to provide CCTV software training, DVR management, and PTZ control training, will provide training on security key pads, to arm and disarm systems	10		0	In house training to search and retrieve videos. How to set up DVR and configure and adjustments as necessary	10	Standard training.	5	Comprehensive training of all systems installed. Manuals included	10
3. PAST EXPERIENCE WITH SCHOOL DISTRICTS (15 pts)		15		15		15		15		15		15
Listed 3 references	yes	100	yes	65	yes	65	yes	75	yes	60	yes	90


ROLANDO GARCIA, BROADDUS & ASSOCIATES

**RFP 11-140, NEW MIDDLE SCHOOLS SECURITY & CAMERA SYSTEMS
TABULATION**

	All American Security	P T S	AL3 Enterprises. LLC dba: Starr Telecom	P T S	American Surveillance. Co	P T S	Arugus Security	P T S	Security International	P T S	Superior Alarms	P T S
1. PROPOSED PRICE FOR SPECIFIED SYSTEM LISTED BELOW (total points allowable 30)												
a. Longoria Middle School Security & Camera Systems (15 pts)	106,100.00	15	118,957.00	0	113,604.71	5	118,350.00	0	128,000.00	0	107,565.00	10
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2. QUALIFICATIONS (total points allowable 60)												
a. Can you work after 4:00 p.m. and on Saturdays, if required? (10 pts)	Yes	10	Yes	10	Yes	10	Yes	10	Yes	10	Yes	10
b. Does your company have the ability to be accessed via Ethernet to monitor and to remotely make adjustments to security cameras? (10 pts)	Yes	10	NO, these are not IP cameras. DVR's can be remotely access with proper access	0	Yes	10	Yes	10	Yes	10	Yes	10
c. Does your company have the ability to provide CAD documents showing locations of all cameras and wiring layout? (10 pts)	Yes	10	Yes	10	Yes	10	Yes	10	Yes	10	Yes	10
d. How long before you answer a service call? (10 pts)	1 hour	10	2 hours	10	1 hour	10	2 hours	10	24 hours	5	4 hours	10
e. How long will it take to complete the jobs? (10 pts)	30 days	10	20 days	10	70 days	0	21 days	10	60 days	5	30-45 days	5
f. List the type of training your company will provide to the District: (10 pts)	Security system programming codes & users, Camera system operation & recordings as needed	5	Company to provide CCTV software training, DVR management, and PTZ control training, will provide training on security key pads, to arm and disarm systems	10		0	In house training to search and retrieve videos. How to set up DVR and configure and adjustments as necessary	5	Standard training.	5	Comprehensive training of all systems installed. Manuals included	10
3. PAST EXPERIENCE WITH SCHOOL DISTRICTS (15 pts)		15		15		15				15		15
Listed 3 references	yes	100	yes	65	yes	65	yes	70	yes	60	yes	90

TIM WELDON, BROADBAND & ASSOCIATES

11-140, SECURITY & CAMERA SYSTEMS

7905 1-34-2040451-2
AISYS CONSULTING, LLC
1217 E. HACKBERRY AVENUE
MCALLEN, TX 78501

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

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

2704 36-2361285
ANIXTER
600 CENTER RIDGE DRIVE
SUITE #400
AUSTIN, TX 78753

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

8606 221865858
BELL'S SECURITY SALES, INC.
426 BLOOMFIELD AVENUE
BLOOMFIELD, NJ 07003

9629
C3 PROTECTION, LLC
38201 FM 1774, SUITE M4
MAGNOLIA, TX 77355

6493
RED HAWK AUTC FIRE & SECURITY
4410 DILLON LN STE 38
CORPUS CHRISTI, TX 78415-5337

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

8295 51-0551662
COMTECH GROUP
2390 AVALON STREET
BEAUMONT, TX 77707-4706

1995 74-2339528
GT DISTRIBUTORS INC
P.O. BOX 16080
AUSTIN, TX 78761-6080

9479
JAMBROS TECHNOLOGIES LLC
2010 KATHERINE AVE
EDINBURG, TX 78539

8973
LANDSTAR SECURITY ALARMS
1712 CESAR CHAVEZ
ALAMO, TX 78516

1935 36-1413-850
LYON METAL PRODUCTS INC
P.O. BOX 671
AURORA, IL 60507-0671

7140
PROGRESSIVE SYSTEMS
1800 BERING STREET
SUITE #751
HOUSTON, TX 77057

1164
PROTECTION ONE
1200 E. HACKBERRY
SUITE I
MCALLEN, TX 78501

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

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

8028 251624184
ZEN-TINEL
P.O. BOX 640
INDIANA, PA 15701

Vendors Printed: 20

APPROVAL OF AMENDED AND RESTATED CONTINUING DISCLOSURE AGREEMENT WITH ESTRADA HINOJOSA & COMPANY, FINANCIAL ADVISORS

Superintendent's Recommendation

That the Board of Trustees approves the Amended and Restated Continuing Disclosure Agreement with Estrada Hinojosa & Company, Financial Advisors for the district.

Rationale

In October 2010, Estrada Hinojosa & Company notified the district of the amendments to the Securities and Exchange Act Rule 15c2-12 requiring disclosure of certain issuer events, if and when they occur, to the Municipal Securities Rulemaking Board. Edinburg CISD must comply with the Rule and has undertaken to provide continuing disclosure of certain other issuer information on an annual basis per a continuing disclosure agreement with bond purchasers.

Estrada Hinojosa has been filing this information on behalf of the district. The firm has charged a fee of \$2,500 annually for providing this service. Due to the additional regulatory and statutory requirements and increased staffing and technology, the fee will be increased to \$5,000 annually.

Budgetary Information

Annual Fee: \$5,000

Account Number	Appropriations	Encumbrance	Expenditure	Balance
XXX-71-6599-XX-999-19900	\$37,600	\$0.00	\$2,250	\$35,350

Resource Personnel

Dr. René Gutiérrez
Dr. Rebecca Morrison

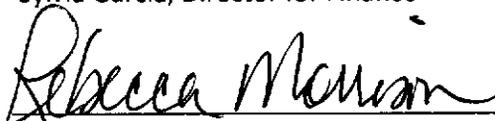
Board Policy Reference

This is in accordance with Board Policy, BAA (Legal) Board Legal Status Powers and Duties and CH (Legal) Purchasing and Acquisition.

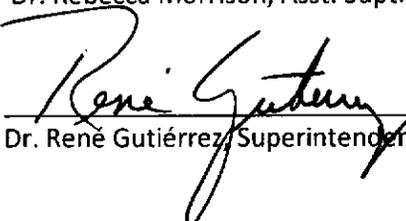
Within Budgetary Allocations:


Sylvia Garcia, Director for Finance

Approved by:


Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Recommended by:


Dr. René Gutiérrez, Superintendent of Schools

Amended and Restated
Continuing Disclosure Agreement

ESTRADA • HINOJOSA
INVESTMENT BANKERS

EXHIBIT _____

Sincerely,



Noe Hinojosa, Jr.
President and CEO

Enc: List of Events
Amended and Restated Continuing Disclosure Agreement

Cc: Mr. Robert A. Estrada, Chairman and CCO
Mr. Jorge Garza, Senior Managing Director
Mr. David Gordon, Managing Director
Mr. Anthony Jaso, Vice President

EXHIBIT _____

The amendments require your urgent attention:

An event notice for the following events is required to be disclosed to the Municipal Securities Rulemaking Board via the EMMA system **within ten business days after the occurrence:**

Event Notices:

- Principal and interest payment delinquencies;
- Non-payment related defaults, if material;
- Unscheduled draws on debt service reserves reflecting financial difficulties;
- Unscheduled draws on credit enhancements reflecting financial difficulties;
- Substitution of credit or liquidity providers or their failure to perform;
- Adverse tax opinions, IRS notices or event affecting the tax status of the security;
- Modifications to rights of security holders, if material;
- Bond calls, if material;
- Defeasance;
- Release, substitution or sale of property securing repayment of the securities, if material; and,
- Rating changes.

The SEC has expanded the List of Events for which notice should be provided to the MSRB:

- Tender offers;
- Bankruptcy, insolvency, receivership or similar event of the obligated person;
- Merger, consolidation, or acquisition of the obligated person, if material; and,
- Appointment of a successor or additional trustee, or the change of name of a trustee, if material; and,
- Issuance by the IRS of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of security.

Additional/Voluntary Event-based Disclosures:

- Amendment to continuing disclosure undertaking;
- Change in obligated person;
- Notice to investors pursuant to bond documents;
- Certain communications from the IRS;
- Secondary market purchases;
- Bid for auction rate or other securities;
- Capital or other financing plan;
- Litigation/enforcement action;
- Change of tender agent, remarketing agent, or other on-going party;
- Derivative or other similar transaction; and,
- Other event-based disclosure.

EXHIBIT _____

ESTRADA * HINOJOSA

INVESTMENT BANKERS

March 29, 2011

Ms. Sylvia D. Garcia
Director of Finance
Edinburg CISD
411 North 8th Avenue
Edinburg, TX 78541

Re: Continuing Disclosure Submission Services

Dear Ms. Garcia:

In October, Estrada Hinojosa & Company, Inc. ("the Firm") mailed a letter to inform you of the amendments to the Securities and Exchange Act Rule 15c2-12 ("the Rule") requiring disclosure of certain issuer events ("material events"), if and when they occur, to the Municipal Securities Rulemaking Board ("MSRB"). Edinburg CISD ("School District") has agreed to comply with the Rule and has undertaken to provide continuing disclosure of certain other issuer information on an annual basis per a continuing disclosure agreement with the bond purchasers when the School District sold debt in the public markets. **The amendments to the Rule specifically require (you) issuers of municipal bonds, or their agents or designees, to provide event notices in a timely manner not in excess of ten business days after the occurrence of the event. The amendments went into effect December 1, 2010. Failure to comply with these requirements may result in regulatory sanctions and negatively impact the credit rating of the issuer.**

Estrada Hinojosa has been filing this information on behalf of the School District. In the past, the Firm has charged a fee of up to \$2,500.00 annually for providing this service. *However, due to the additional regulatory and statutory requirements and increased staffing and technology costs, the work involved to provide these services requires a fee increase over the amount quoted in your last contract.* As a result, **in order to continually provide a quality and timely service, the fee for Continuing Disclosure Submission Services will be \$5,000.00 annually per credit (e.g. debt type – general obligation, water & sewer, etc).**

The following is a summary list of events or items that require submission to the MSRB's Electronic Municipal Market Access ("EMMA") system. A more detailed list is shown in the attached document.

- Audited Financial Statements
- Tax and/or Revenue Data Filing
- Event Notices
- Voluntary Event-based Disclosure Notices
- Any additional notice that warrants submission to EMMA

Estrada Hinojosa & Company, Inc. is pleased to provide these services and will gladly answer any questions regarding the increase in fees. *Enclosed is a new contract for the School District's review and approval.* If you have any questions or concerns, please contact your Estrada Hinojosa & Company, Inc. banker or Mr. Tony Jaso at (210) 223-4888.

ESTRADA HINOJOSA & COMPANY, INC.

1717 Main Street * Suite 4700, Lockbox 47 * Dallas, Texas 75201
(214) 658-1670 * (800) 676-5352 * Fax (214) 658-1671

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NEW YORK

SAN ANTONIO

SAN DIEGO

EXHIBIT _____

AMENDED AND RESTATED CONTINUING DISCLOSURE AGREEMENT

THIS AMENDED AND RESTATED CONTINUING DISCLOSURE AGREEMENT (this "Agreement") is executed and delivered by the Edinburg CISD (the "School District") and Estrada Hinojosa and Company, Inc. (the "Firm") in its capacity as dissemination agent ("Dissemination Agent") in connection with the issuance by the School District of municipal bonds.

Section 1. Purpose of Agreement. This Agreement is being executed and delivered by the School District for the benefit of holders and Beneficial Owners of the bonds issued by the School District in order to permit the Underwriter to comply with the provisions of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, in connection with the public offering of bonds.

The School District, in consideration of the mutual covenants herein contained and other good and lawful consideration, hereby covenants and agrees, for the sole and exclusive benefit of holders of bonds issued by the School District, as follows:

Section 2. Defined Terms.

"Agreement" shall mean this Agreement as the same from time to time may be amended and supplemented in accordance with the terms hereof.

"Annual Information" shall mean the information specified in **Section 4** hereof.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as owner of any Bonds for federal income tax purposes.

"Bonds" shall mean municipal securities issued by the Edinburg CISD.

"Dissemination Agent" shall mean Estrada Hinojosa & Company, Inc. so long as the Firm is under contract to serve as the Financial Advisor to the District. Upon termination of the Agreement to provide Financial Advisory services, the Agreement to provide disclosure services will also terminate.

"EMMA" shall mean the Electronic Municipal Market Access system maintained by the MSRB with a portal at <http://emma.msrb.org>.

"GAAP" shall mean generally accepted accounting principles as prescribed from time to time for governmental units by the Governmental Accounting Standards Board.

"GAAS" shall mean generally accepted auditing standards as in effect from time to time in the United States.

"Holder" shall mean any registered owner of the Bonds and for the purpose of Section 6 of the Agreement only, if registered in the name of DTC (or a nominee thereof) or in the name of any other entity (or a nominee thereof) that is a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, any beneficial owner of Bonds.

"Issuer" shall mean the Edinburg CISD.

EXHIBIT _____

“**MSRB**” shall mean the Municipal Securities Rulemaking Board, established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended. The current address of the MSRB is Suite 600, 1900 Duke Street, Alexandria, Virginia 22314; Facsimile: (703) 797-6700.

“**Obligated Person**” shall mean the person (including an issuer of separate securities) that is committed by contract or other arrangements structured to support payment of all or part of the obligations under the municipal securities.

“**Official Statement**” shall mean the Official Statement relating to the Bonds.

“**Rating Agency**” shall mean any nationally recognized rating service which has assigned a rating to the Bonds.

“**Repository**” shall mean each nationally recognized municipal securities repository within the meaning of Rule 15c2-12.

“**Rule 15c2-12**” shall mean Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended and as in effect on the date of this Agreement, including any official interpretations thereof issued either before or after the effective date of this Agreement which are applicable to this Agreement.

“**State Depository**” shall mean the state information depository for the State of Texas, if and to the extent it has been established and is in existence and operating as a state information depository within the meaning of Rule 15c2-12.

“**Underwriter**” shall mean the underwriter or underwriters that have contracted to purchase the Bonds from the Agency upon initial issuance.

Section 3. Obligations to Providing Continuing Disclosure.

(a) Obligations of the School District.

(i) The School District, as the “obligated person,” hereby undertakes, for the benefit of the holders or Beneficial Owners of bonds issued by the School District, to provide or cause to be provided at least annually and no later than 180 days after the end of each of its fiscal years, commencing with the 2010 fiscal year end, to EMMA, or any other filing system approved by the United States Securities and Exchange Commission, the Annual Information relating to such fiscal year.

(ii) The School District, as the “obligated person,” hereby undertakes, for the benefit of holders or Beneficial Owners of bonds issued by the School District, to provide or cause to be provided at least annually and no later than 180 days after the end of each of its fiscal years, commencing with the 2010 fiscal year end, audited financial statements of the School District to EMMA, or any other filing system approved by the United States Securities and Exchange Commission, however, if audited financial statements are not then available, unaudited financial statement shall be provided no later than 180 days after the end of each of its fiscal years and the audited financial statements shall be delivered to EMMA, or any other filing system approved by the United States Securities and Exchange Commission, if and when they become available.

(iii) The School District, as the "obligated person," hereby undertakes, for the benefit of the holders or Beneficial Owners of bonds issued by the School District, to provide to EMMA, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to any bonds issued by the School District:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers or their failure to perform;
- F. Adverse tax opinions, IRS notices or event affecting the tax status of the security;
- G. Modifications to rights of security holders, if material;
- H. Bond calls, if material;
- I. Defeasance;
- J. Release, substitution or sale of property securing repayment of the securities, if material; and,
- K. Rating changes.
- L. Tender offers;
- M. Bankruptcy, insolvency, receivership or similar event of the obligated person;
- N. Merger, consolidation, or acquisition of the obligated person, if material; and,
- O. Appointment of a successor or additional trustee, or the change of name of a trustee, if material; and,
- P. Issuance by the IRS of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of security.

(iv) The School District, as the "obligated person," hereby undertakes, for the benefit of the holders or Beneficial Owners of bonds issued by the School District, to provide to EMMA, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the following voluntary event-based disclosures with respect to any bonds issued by the School District:

- A. Amendment to continuing disclosure undertaking;
- B. Change in obligated person;
- C. Notice to investors pursuant to bond documents;
- D. Certain communications from the IRS;
- E. Secondary market purchases;
- F. Bid for auction rate or other securities;
- G. Capital or other financing plan;
- H. Litigation/enforcement action;
- I. Change of tender agent, remarketing agent, or other on-going party;
- J. Derivative or other similar transaction; and,
- K. Other event-based disclosure.

(v) The School District, as the "obligated person," shall notify the Firm of the occurrence of any of the events with respect to bonds issued by the School District listed in **Section 3(a)(iii)** and **Section 3(a)(iv)** hereof, immediately upon becoming aware of the occurrence of any such event, but in any event, no later than noon of the next business day following the occurrence of any such event.

(b) Dissemination Agent. The School District, as the "obligated person," shall provide the Annual Information described in **Section 3(a)(i)** through **Section 3(a)(iv)** on or before the date specified to the Firm, in its capacity as Dissemination Agent, in order to submit the information to EMMA, or any other filing system approved by the United States Securities and Exchange Commission, in its capacity as Dissemination Agent in connection with the issuance by the School District of municipal bonds. This arrangement will be in place while the Firm serves as Financial Advisor to the District. This Agreement may be terminated with or without cause by the issuer upon 30 days written notice.

(c) Failure To Provide Annual Information. The Firm, in its capacity as Dissemination Agent, agrees to provide or cause to be provided, in a timely manner, (a) to EMMA or (b) any filing system approved by the United States Securities and Exchange Commission, notice of failure by the School District to provide the Annual Information described in **Section 3(a)(i)** through **Section 3(a)(iv)** on or prior to the date specified.

(d) Termination or Modification of Disclosure Obligation. The obligations of the School District hereunder may be terminated if the School District is no longer an "obligated person" with respect to the issuance of bonds within the meaning of Rule 15c2-12. Upon any such termination, the School District shall provide written notice thereof to EMMA, or any other filing system approved by the United States Securities and Exchange Commission.

(e) Other Information. Nothing herein shall be deemed to prevent the School District from disseminating any other information in addition to that required hereby in the manner set forth herein or in any other manner.

Section 4. Annual Information.

(a) Information Categories. The requirements contained in this Agreement under **Section 3(a)** are intended to set forth a general description of the type of financial information and operating data to be provided by the School District, as the "obligated person," and such descriptions are not intended to state more than general categories of financial information and operating data; and where the provisions of **Section 3(a)** call for information that no longer can be generated or relates to operations that have been materially changed or discontinued, a statement to that effect shall be provided.

Section 5. Financial Statements. The annual financial statements of the School District for each fiscal year shall be prepared in accordance with GAAP (unless applicable accounting principles are otherwise disclosed) and audited by an independent accounting firm in accordance with GAAS (but only if audited financial statements are otherwise available for such fiscal year). The annual financial statements may be provided by specific incorporation by reference to any other documents which have been filed with EMMA, or any other filing system approved by the United States Securities and Exchange Commission.

Section 6. Remedies. If the School District should fail to comply with any provision of this Agreement, then any holder bonds issued by the School District may enforce, for the equal benefit and protection of all the holders bonds, by mandamus or other suit or proceeding at law or in equity, against such party and any of its officers, agents and employees, and may compel such party or any such officers, agents or employees to perform and carry out their duties under this Agreement; provided that the sole and exclusive remedy for breach of this Agreement shall be an action to compel specific performance of the obligations of such party hereunder, and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances and, provided further, that the rights of any holder or Beneficial Owner to challenge the adequacy of the information provided in accordance with Sections 2 and 3 hereunder are conditions upon the provisions of the Indentures with respect to the

enforcement of remedies of holders upon the occurrence of an Event of Default thereunder as though such provisions applied hereunder. Failure of any party to perform its obligations hereunder shall not constitute an Event of Default under the Indentures or any agreement executed and delivered in connection with the issuance of the Bonds.

Section 7. Amendments.

(a) Without the consent of the holders or Beneficial Owners of bonds issued by the School District, at any time and from time to time, may together enter into amendments or changes to this Agreement for any purposes, if:

(i) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the School District or any type of business or affairs it conducts;

(ii) the undertakings set forth herein, as amended, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of Rule 15c2-12 on the date hereof, after taking into account any amendments to, or interpretation by the staff of the Securities and Exchange Commission of, Rule 15c2-12, as well as any change in circumstances; and

(iii) the amendment, in the opinion of nationally recognized bond counsel, does not materially impair the interests of the holders or Beneficial Owners of bonds issued by the School District.

(b) Annual Information for any fiscal year containing any amended operating data or financial information for such fiscal year shall explain, in narrative form, the reasons for such amendment and the impact of the change in the type of operating data or financial information in the Annual Information being provided for such fiscal year. If a change in accounting principles is included in any such amendment, such Annual Information shall present a comparison between the financial statements or information prepared on the basis of the amended accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative discussion of the differences in accounting principles and the impact of the change in the accounting principles on the presentation of the financial information. To the extent reasonably feasible such comparison shall also be quantitative. A notice of any such change in accounting principles shall be sent in a timely manner by the School District to EMMA, or any other filing system approved by the United States Securities and Exchange Commission.

Section 8. Termination. This Agreement shall remain in full force and effect until such time as all principal, redemption premium, if any, and interest on the Bonds shall have been paid in full or the Bonds shall have otherwise been paid or legally defeased pursuant to the indentures; provided, however, that if Rule 15c2-12 (or successor provision) shall be amended, modified or changed so that all or any part of the information currently required to be provided thereunder shall no longer be required to be provided thereunder, then such information shall no longer be required to be provided hereunder; and provided further, that if and to the extent Rule 15c2-12 (or successor provision), or any provision thereof, shall be declared by a court of competent and final jurisdiction to be, in whole or in part, invalid, unconstitutional, null and void, or otherwise inapplicable to the Bonds, then the information requirement to be provided hereunder, insofar as it was required to be provided by a provision of Rule 15c2-12 so declared, shall no longer be required to be provided hereunder. Upon any legal defeasance, the School District shall provide notice of such defeasance to each Repository or to the MSRB, and the State

Repository, and such notice shall state whether the Bonds have been defeased to maturity or to redemption and the timing of such maturity or redemption.

Section 9. Notices. Any notices of communications to the School District may be given as follows:

Ms. Sylvia D. Garcia
Director of Finance
Edinburg CISD
411 North 8th Avenue
Edinburg, TX 78541

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 10. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS DETERMINED WITHOUT REGARD TO PRINCIPLES OR CONFLICT OF LAW; PROVIDED, HOWEVER, THAT TO THE EXTENT THIS AGREEMENT ADDRESSES MATTER OF FEDERAL SECURITIES LAWS, INCLUDING RULE 15c2-12, THIS AGREEMENT SHALL BE GOVERNED BY SUCH FEDERAL SECURITIES LAWS AND OFFICIAL INTERPRETATIONS THEREOF.

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this Agreement as of the date written below.

DATED: _____, 20____.

Edinburg CISD, as the Obligated Person

By: _____
Name: **Dr. Rene Gutierrez**
Title: **Superintendent**

APPROVAL OF THE IMPLEMENTATION AGREEMENT BETWEEN THE ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) CENTER AND THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Trustees approve the Implementation Agreement between the Advancement Via Individual Determination (AVID) Center and the Edinburg Consolidated Independent School District.

RATIONALE:

The purpose of the AVID program is to restructure the teaching methods of an entire school and open access to the curriculum that will ensure four-year college eligibility to all students. This purpose is aligned to ECISD goal area of Academic Excellence.

Participating campuses are B.L. Garza Middle School, Harwell Middle School, Longoria Middle School, Memorial Middle School, South Middle School, Barrientes Middle School, Edinburg High School, Economedes High School, and Edinburg North High School. These campuses will utilize Local, State Compensatory Education and Title One Regular Funds.

Connections to the District Plan:

District Performance Goal I:

Academic Excellence – ECISD shall provide a diversified and innovative curriculum that focuses on comprehension, critical and creative thinking, application and problem solving for all students to achieve commended performance.

Objective 1/Initiative I:

The district will implement a challenging and rigorous curriculum that addresses the current state mandated standards TEKS, CCRS, and ELPS, in preparation for the STAAR and EOC exams, and engages students.

Objective 2/Initiative 1

ECISD will ensure that all monitoring practices are in place for improving student academic performance.

PAPERWORK IMPACT:

The yearly renewal application and evaluation components by current Instruction & Support Services Staff.

BUDGETARY INFORMATION: This expenditure will be dependent on approval of the 2011-2012 budget.

Campus	Account	Description	Appropriations	Encumbrance	Expenditure	Balance
EHS	161-11-6495.00-001-230	AVID Secondary	3,195	0	0	3,195
JEHS	161-11-6495.00-002-230	Membership/License	3,195	0	0	3,195
ENHS	161-11-6495.00-003-230	Fee per	3,195	0	0	3,195
HMS	161-11-6495.00-047-230	School Site	3,195	0	0	3,195
MMS	161-11-6495.00-045-230		3,195	0	0	3,195
SMS	161-11-6495.00-044-230		3,195	0	0	3,195
BMS	161-11-6495.00-046-230		3,195	0	0	3,195
BLGMS	161-11-6495.00-043-230		3,195	0	0	3,195
LMS	161-11-6495.00-048-230		3,195	0	0	3,195
TOTAL			28,755			28,755

RESOURCE PERSONNEL:

- Dr. René Gutiérrez, Superintendent of Schools
- Maria Luisa Guerra, Assistant Superintendent for Instruction & Support Services
- Santa T. Alvarado, Area Director of JEHS
- Ronaldo Cavazos, Director of Federal Programs
- Gloria Rivera, Principal, Economedes High School
- Dan Roma, Principal, Edinburg High School
- Ramiro Guerra, Principal, Edinburg North High School
- Gilda Sanchez, Principal, Harwell Middle School
- Carlos Guzman, Principal, Memorial Middle School
- Anthony Garza, Principal, South Middle School
- Eva Torres, Principal, Barrientes Middle School
- Anibal Gorena, Principal, B.L. Garza Middle School
- Jorge Botello, Principal, Longoria Middle School

BOARD POLICY REFERENCE AND COMPLIANCE:

This item is in compliance and in accordance with Board Policy EEL (LEGAL).

Prepared by:

Santa T. Alvarado
Santa T. Alvarado

Ronaldo Cavazos
Ronaldo Cavazos

Approved by:

Maria Luisa Guerra
Maria Luisa Guerra

Within Budgetary Allocations:

Sylvia Garcia
Sylvia Garcia

Finance Department Approval:

Rebecca Morrison
Dr. Rebecca Morrison

Recommended by:

René Gutiérrez
Dr. René Gutiérrez,
Superintendent of Schools

AVID® IMPLEMENTATION AGREEMENT

This AVID Implementation Agreement ("Agreement") for AVID membership, materials, and training is entered into by and between the AVID Center, a California non-profit corporation ("AVID Center") and the public school system named in Attachment A ("School System").

Article I. AVID Membership Benefits

1.1 AVID Mission and Purpose:

AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society.

AVID Center is a non-profit corporation formed to strengthen and support the AVID community through: a focus on the implementation of the AVID College Readiness system to assure quality; national leadership in education; innovation through current research; and service to schools nationally and internationally with quality and depth.

In articulating AVID systemically, a School System develops and incorporates a multi-year plan to support, expand and maintain quality AVID at all levels—elementary, middle, high, if applicable.

1.2 AVID Membership:

AVID members are School Systems who sign this Agreement and their school sites listed in Attachment A as implementing AVID. Annual membership runs concurrently with the Term of this Agreement. AVID membership is considered honorary and not statutory per non-profit law.

1.3 AVID College Readiness System and Materials:

Membership entitles School System to implement AVID only at the school sites listed in Attachment A and to use the licensed AVID trademarks, libraries and student materials for the School System's AVID College Readiness System pursuant to the provisions of this Agreement.

1.4 AVID Center Support:

AVID Center agrees to provide support to School System through AVID Center's national and/or division offices. Membership includes support from AVID Center's national and/or divisional offices in the following ways:

- access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute,
- access to training for the District Director through the two-year AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute,
- coordination with School System's District Director to collect, report, and analyze data from AVID schools,
- review the quality of implementation through the Certification process,
- access to AVID Path Trainings for continuing professional development in core and specialized content areas,
- access to ongoing AVID College Readiness System development through various divisional workshops,
- permission to use the AVID Trademarks as described in Section 4.2 below,
- electronic newsletters and access to the resources available through the password-protected MyAVID area of AVID Center's website,
- an AVID yearbook and ACCESS academic journals for School System and each school site listed in Attachment A, and
- assistance in disseminating information about AVID to potential new AVID middle school and high school sites within School System.

1.4a AVID Center Support for AVID Elementary:

AVID Center agrees to provide support to School System through the Elementary District Liaison and in conjunction with AVID Center national and/or divisional offices. AVID Elementary Support includes:

- access to training for the AVID Elementary site team(s) through AVID Summer Institute,
- access to training for the AVID Elementary District Liaison at AVID Summer Institute and through the two-year AVID District Leadership Training (ADL),
- coaching and implementation guidance during site visitations,
- AVID Center technical assistance for the Elementary District Liaison,
- coordination with School System's District Director or Elementary District Liaison to collect, report, and analyze data from AVID schools,
- permission to use the AVID Trademarks in certain circumstances beyond the scope of the limited licensed uses described in Section 4.2 below,
- Elementary AVID Weekly membership, an AVID yearbook, and ACCESS academic journals for each school site listed in Attachment A, and
- assistance in disseminating information about AVID to potential new AVID Elementary sites within School System.

1.5 AVID Reports:

AVID Center agrees to provide School System with reports on AVID data collected in School System.

1.6 AVID Summer Institute:

Only a member School System and its listed AVID sites may attend Implementation strands at AVID Summer Institutes. Planning districts and sites may attend all other strands.

1.7 Licensing Benefits:

Membership includes a license to use the AVID Trademarks to promote School System's implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials at the school sites listed as implementing in Attachment A for educational purposes relating to AVID, all pursuant to the provisions of this Agreement. Licensing runs concurrently with the Term of this Agreement.

1.8 Annual Membership/License Fee:

School System agrees to pay AVID Center an annual membership/license fee according to the pricing schedule set forth in Attachment A.

Article II. School System Responsibilities

2.1 AVID Methods:

School System agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. School System will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. School System will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center. School System is responsible for each of its AVID school sites' compliance with this Agreement.

2.1a Elementary Methodology:

AVID Elementary classrooms will embed the AVID Methodologies across the curriculum and school day as designated in the implementation resources. School System will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center.

2.2 Secondary Student Selection:

School System agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion.

2.2a Elementary Student Selection:

AVID Elementary serves all students in the elementary school(s) listed on Attachment A and does not require a student selection process.

2.3 Qualified Staff:

School System agrees to maintain, at its expense, at least one AVID District Director. The District Director will enroll in and complete or have previously completed the two year AVID District Leadership (ADL) training. School System also agrees to pay the ADL training, materials and support cost ("District Director Professional Development Services Price") set forth in Attachment A for its District Director(s). AVID District Director responsibilities are listed in Article III below. School System will ensure that its District Director(s) comply with all of the provisions of Article III below.

2.3a Elementary Qualified Staff:

School System agrees to maintain, at its expense, at least one Elementary District Liaison. The Elementary District Liaison will receive training at an AVID Summer Institute and will enroll in and complete the two year AVID District Leadership (ADL) Training for Elementary District Liaisons. School System also agrees to pay the ADL training, materials, and support cost ("Elementary District Liaison Professional Development Services Price") set forth in Attachment A. AVID Elementary District Liaison responsibilities are listed in Article III below and include providing elementary sites with on-site support, articulation and data collection as it relates to AVID Elementary.

2.4 Staff Training:

School System agrees to provide, at its expense, ongoing training for AVID school site coordinators and AVID site teams. School System agrees to conduct AVID staff development for AVID schools in the School System based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for staff development sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agenda provided in the AVID District Leadership training materials, and on the content areas related to educational reform initiatives in public schools in School System's state.

In addition, School System agrees to ensure that each secondary site in their initial year of implementing AVID and listed as "new" on Attachment A send a team of eight (8) members to an AVID Center Summer Institute. AVID Center recommends second year sites send teams of at least five (5) members and encourages schools to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites.

2.4a Elementary Staff Training:

School System agrees to provide at its expense, ongoing training for all AVID Elementary administrators, classroom teachers and support staff through AVID Summer Institute teams. All elementary school sites in Year 1 or Year 2 of implementation will send a minimum of four (4) members to an AVID Center Summer Institute.

School Systems with elementary sites in Year 1 and/or Year 2 of implementation will be required to schedule a minimum of two (2) AVID Elementary District Visitation Days. The two days will be scheduled for one trip. AVID Center will work with the Elementary District Liaison to schedule the days. The School System may request additional days at the rate listed on Attachment A.

School Systems that are implementing Year 3 and beyond and are interested in building capacity and strengthening the infrastructure within AVID feeder patterns may opt to purchase an Elementary focused training module called 4 Pillars Training. School System will attend a three (3)-day professional development experience with a maximum of four (4) participants from School System per training. 4 Pillars trainings will be schedule at the time and place at the sole discretion of AVID Center. As a part of the training price, School System will also receive two (2) days of in-district coaching to strengthen the 4 Pillars of Excellence (Accountability, Articulation, Assessment, and Calibration) within the AVID feeder pattern. The two coaching days will be schedule for one trip. AVID Center will work with the Elementary District Liaison to schedule the days.

2.5 Data Collection:

On at least an annual basis, according to the timeline established by AVID Center, School System shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. School System shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by School System as "privileged" or "confidential" before School System delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. School System reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Paragraph 2.5 in a manner that would violate, or cause School System to violate, any applicable provision of FERPA.

2.6 Curriculum Library, Secondary:

School System agrees to purchase at least one (1) complete AVID Curriculum Library for each high school and middle school listed as "new" in Attachment A prior to each site's initial implementation of AVID. AVID Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use AVID libraries only at the specific school sites listed in Attachment A for which the materials were originally purchased. AVID libraries are non-transferable. School System and its individual AVID school sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

2.6a Curriculum Library, Elementary:

School System agrees to purchase at least one (1) complete AVID Curriculum Library for each elementary school, listed as "new" in Attachment A prior to each site's initial implementation of AVID. AVID Elementary offers two types of library sets, AVID Elementary Foundations and AVID Elementary Bridges. AVID Elementary Foundations is the core of AVID Elementary implementation as it is designed for traditional elementary (K-5 or K-6) settings. AVID Elementary Bridges is intended for non-traditional (4-6, 5-8, or K-8) settings. Sites will receive the appropriate library(ies) as determined by AVID Center based upon the grade levels and structure of the implementing AVID Elementary site(s). Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use AVID Elementary Libraries only at the specific school sites listed in Attachment A for which the materials were originally purchased. Elementary Site Libraries are non-transferable. School System and its individual AVID school sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

2.6b Curriculum Shipment(s):

AVID Center will ship curriculum libraries once materials have been produced and in accordance with the delivery date requested by School System as indicated on Attachment A as the "Requested Delivery Date". The School System confirms that this date reflects the best time for receipt of shipment. School System should allow one week on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement. The Requested Delivery Date is provided for School System's convenience only. AVID Center's collection and School System's provision of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. School System agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials.

Article III. AVID District Director and/or Elementary District Liaison

3.1 Role of the AVID District Director:

In order to disseminate AVID effectively and to build a strong District AVID College Readiness System, AVID Center coordinates training and networking of district leaders known as AVID District Directors. The primary role of the AVID District Director is to coordinate support for AVID within School System. These individuals accept responsibility for ensuring the implementation of the AVID College Readiness System components according to the AVID Methodologies and for facilitating the development of site conditions that ensure effective AVID implementation. AVID District Directors attend four (4) sequential AVID District Leadership trainings (ADL) in various locations to be announced throughout a two-year period. Included in ADL Sessions 1-4 are site visits to AVID schools and curriculum which develop district and regional capacity to deepen existing programs, build new programs, and provide ongoing support and staff development to the AVID College Readiness System and coordinators.

3.1a Role of the AVID Elementary District Liaison:

In order to implement quality grade level effectiveness and to build strong AVID Feeder Patterns, AVID Center coordinates training and networking of district leaders known as Elementary District Liaisons. The primary role of the Elementary District Liaison is to coordinate support, and provide articulation opportunities for AVID Elementary sites. These individuals accept responsibility for ensuring the implementation of AVID Elementary key components according to the AVID Elementary Quality Standards and for facilitating the development of AVID Feeder Patterns and site conditions that ensure effective elementary program implementation. Elementary District Liaisons attend four (4) sequential AVID District Leadership trainings (ADL) throughout a two-year period. Trainings consist of AVID Methodologies, understanding the role and responsibilities of the Elementary District Liaison, and learning about AVID's online resources, data collection, certification, and continued professional development. Elementary District Liaisons attend the Elementary Implementation Strand at AVID Summer Institute with their teams and help develop the feeder patterns vision and plan for quality implementation. The Elementary District Liaison attends and supports ongoing professional development through AVID Site Visitations.

3.2 Time Allocation for the AVID District Director:

The ability of the District Director to plan and conduct AVID activities is impacted by what proportion of the Director's job responsibilities is designated for AVID. For school systems with five (5) or more AVID school sites, AVID Center recommends that a substantial portion of the District Director's time be allocated to AVID oversight. AVID Center recommends that full-time allocation or multiple District Directors be considered for rural districts with ten (10) or more AVID school sites, and for urban or suburban districts with twenty (20) or more AVID school sites.

3.2a Time Allocation for the AVID Elementary District Liaison:

The ability of the Elementary District Liaison to plan and conduct AVID activities is impacted by what proportion of the Elementary District Liaison's job responsibilities is designated for AVID. For School Systems with five (5) or more AVID school sites, AVID Center recommends that a substantial portion of the Elementary District Liaison's time be allocated to AVID Elementary oversight. AVID Center recommends that full-time allocation or multiple AVID Elementary District Liaisons be considered for rural districts with ten (10) or more AVID Elementary Sites and for urban or suburban districts with twenty (20) or more AVID Elementary Sites. An AVID District Director may not hold the position of Elementary District Liaison.

3.3 Secondary Staff Development:

The District Director coordinates workshops for AVID coordinators, training for AVID tutors, site team conference(s) for AVID site teams, and site team participation in the AVID sanctioned Summer Institute(s).

3.3a Elementary Staff Development:

The Elementary District Liaison coordinates feeder pattern articulation meetings (administrators, teachers, support staff), site support and participates in the AVID sanctioned Summer Institute(s) according to the elementary training cycle.

3.4 Secondary Technical Support to Sites:

The District Director periodically visits each AVID school site at minimum, once per academic quarter. A site visit includes AVID classroom observation and coaching of the AVID coordinator, observation of subject area teachers who have participated in AVID staff development, meeting with the AVID site team to facilitate progress towards goals identified in the Site Team Plan, and meeting with the principal to promote administrative support for and institutionalization of AVID.

3.4a Elementary Technical Support to Sites:

The Elementary District Liaison visits sites, observes classrooms, coaches administration, teachers and support staff to facilitate progress toward goals identified, and to promote institutionalization of AVID Elementary Quality Standards. The Elementary District Liaison attends AVID District Leadership (ADL) Training and provides ongoing professional development for all AVID Elementary sites.

3.5 Data Collection and Research:

The District Director and/or Elementary District Liaison coordinates the collection of data as requested by the national AVID Center, and uses resources within the School System or region, as available, in order to monitor progress and success of regional AVID College Readiness Systems.

3.6 Building a Structure of Support:

The District Director and/or Elementary District Liaison coordinates the establishment of an AVID District team or advisory group that is made up of top level district administration, site-level representation and representatives from local post-secondary institutions. The AVID District team or advisory group ensures the implementation and fidelity of the AVID system and collaborates on issues regarding student access to and success in rigorous college preparatory courses.

3.7 Outreach:

The District Director and/or Elementary District Liaison responds to inquiries from his or her community regarding AVID dissemination by providing information sessions and publicity.

3.8 Relationships with Postsecondary Institutions:

The District Director works with college and university staff to coordinate student outreach, tutor employment, AVID summer bridge programs, and support for AVID students enrolling at the postsecondary institutions.

3.9 Secondary Special Events:

The District Director facilitates AVID events (e.g., AVID student writing contest, AVID student conference, AVID family conference).

3.9a Elementary Special Events:

The Elementary District Liaison facilitates AVID elementary events, end of year recognition events, transition events and feeder pattern articulation meetings.

3.10 Relationship with AVID Center:

The District Director and/or Elementary District Liaison coordinates communication with AVID Center regarding contracts for consultant services, technical assistance for district or regional planning, and the AVID certification process. The District Director also maintains open communication and collaboration with AVID Center by mailing information about regional AVID activities, by participating in AVID conferences, by networking via phone/ FAX/ e-mail, by contributing to the AVID international academic journal, etc.

3.11 AVID District Leadership Training:

ADL Sessions are designed to prepare and support the AVID District Director. The four sessions are taken in sequential order over a two year period at various facilities throughout the country. The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. Upon completion of all four sessions, AVID District Directors become certified by AVID as District Directors and continue their training by attending ongoing national, divisional, or state AVID Center meetings.

3.11a AVID Elementary District Liaison Training:

ADL Sessions are designed to prepare and support the Elementary District Liaison. The four sessions are taken in sequential order over a two year period. AVID Schoolwide and Elementary Site Visitations are held at the AVID National Headquarters for Session 1 and 3, and in the field for Session 2 and 4.

Article IV. Licenses and Proprietary Rights

4.1 Copyright License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable, license, without the right to sublicense, to use the AVID Materials and the AVID Methodologies solely to implement AVID at the specific school sites listed in Attachment A, and for no other purpose. School System and its individual school sites will not photocopy, reproduce or otherwise duplicate all or any part of the AVID Materials or AVID Methodologies without AVID Center's prior written consent, except as required to implement AVID at the individual school sites listed on Attachment A or except as required to otherwise perform School System's obligations under this Agreement. School System and its individual school sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. School System also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement. School System will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than a specific school site for which such materials were originally licensed. In addition, School System and its individual school sites agree not to sell, sublicense, transfer, lease, give away, disclose, distribute or otherwise dispose of any of the AVID Materials or AVID Methodologies to any third person or entity at any time.

4.2 Trademark License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID® and AVID® trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by School System or the individual school sites listed in Attachment A in order to promote and implement AVID at the specific school sites listed in Attachment A. School System agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. School System agrees that it or its individual school sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. School System further acknowledges and agrees that it and its individual school sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. School System cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the school sites listed in Attachment A consistent with the above license. School System and its individual school sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If School System or its individual school sites desire to use or place the AVID Trademarks on any products, things or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article IV.

4.3 Rights Reserved:

Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to School System shall be reserved and remain always with AVID Center.

4.4 Proprietary Rights:

The parties agree that except to the limited extent expressly set forth in Paragraphs 4.1 and 4.2 above, AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). School System shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. School System also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

4.5 Enforcement:

The parties agree that except to the limited extent expressly set forth in Paragraphs 4.1 and 4.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event School System breaches any material provision of Article IV. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against School System without the requirement to post a bond, in addition to any other remedies available to AVID Center, for School System's breach of any provision of this Agreement.

4.6 Proprietary Notices:

School System agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

4.7 Infringement:

School System agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. School System agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

4.8 Compliance with Laws:

School System agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over School System and its educational programs.

Article V. Quality Control Procedures

5.1 Quality Standards:

To ensure the successful implementation of AVID, School System agrees to comply with the quality standards described in the AVID Materials and in the AVID training sessions or otherwise established by AVID Center from time to time (collectively "AVID Quality Standards").

5.2 Annual Certification:

School System agrees to participate in AVID Center's annual certification process whereby each AVID school site completes a self-study that is certified by School System's AVID District Director. AVID Center will train School System's AVID District Director in the certification process and will provide consultation and review. School System will forward the results of this annual certification to AVID Center in a timely fashion. AVID Center will make the final determination of each school site's certification status.

5.3 AVID Quality Assurances:

AVID Center has the right in its sole discretion to review School System's compliance with the AVID Quality Standards, including without limitation the annual certification process described above. The Certification process provides a two-year timeline to encourage site level program improvement, if necessary, in individual schools. If as part of the Annual Certification process or otherwise AVID Center suggests certain changes be made to School System's AVID College Readiness System, School System agrees to implement such changes. As per Certification guidelines, AVID school sites that do not meet the AVID Quality Standards or do not implement AVID Center's suggested changes may be designated "affiliate" schools. AVID school sites and/or school districts which do not meet the AVID Quality Standards or do not implement AVID Center's suggested changes for multiple years may be asked to discontinue AVID at the end of a school year.

Article VI. Period of Agreement

6.1 Term:

The Term of this Agreement shall be as set forth in Attachment A unless earlier terminated as provided herein ("Term").

6.2 Cessation of the AVID College Readiness System:

AVID Center requests that if School System determines that it will permanently cease using or implementing the AVID College Readiness System at the end of the school year, School System must notify AVID Center in writing by May 31 of that year. AVID Center retains the right to verify that any School System which conducted the AVID College Readiness System in prior years but has indicated it is discontinuing or has discontinued AVID has: (a) ceased to offer the AVID elective class at the subject school site(s), (b) ceased any further use of the AVID Materials and AVID Methodologies, and (c) ceased any further use or display of the AVID Trademarks.

Article VII. Compensation

7.1 Payment Schedule:

School System agrees to pay AVID Center for membership/license fees, AVID Materials, training and other services according to the fee schedule detailed in Attachment A. AVID Center will invoice School System, and payments are due within 30 days from receipt of invoice.

Article VIII. Status of Parties

8.1 Independent Contractors:

AVID Center and School System are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article IX. Authority

9.1 AVID Center Warranty:

AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement. AVID Center warrants that it is a 501 (c)(3) non-profit educational corporation and the developer and sole source distributor of the AVID College Readiness System.

9.2 School System Warranty:

School System warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of School System warrants that he or she has the authority to enter into this Agreement on behalf of School System and to bind School System to perform all of its obligations under this Agreement.

Article X. Termination

10.1 Termination for Cause:

Subject to the last sentence of this Paragraph 10.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement (including, but not limited to, School System being materially out of compliance with the intellectual property licenses and related provisions of this Agreement, or with the AVID Quality Standards) and (i) fails to cure that breach within thirty (30) days (or ten (10) days in the case of a breach involving the nonpayment of fees) of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by School System that is not cured as described above, AVID Center shall have the right to terminate School System's right to conduct all or part of AVID at one or more specific school sites, by giving written notice to School System of the sites so terminated, without terminating this Agreement with respect to the other school site(s) subject to this Agreement. Any termination under this Paragraph 10.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any breach by School System of any of the provisions of Article IV shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon the breach by School System of its obligations under Article IV.

10.2 Other Terminations:

Notwithstanding Paragraph 10.1 above, either party may terminate this Agreement: (a) immediately upon the bankruptcy, dissolution, or insolvency of the other party, or (b) upon thirty (30) days' prior written notice to the other party.

10.3 Cessation of Use:

Upon termination or expiration of this Agreement: (a) the licenses in Article IV shall automatically terminate and revert to AVID Center, (b) School System shall thereafter immediately discontinue AVID in all of its school sites, and cease using the AVID Materials, AVID Methodologies or the AVID Trademarks in any way, and (c) School System shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

10.4 Cumulative Remedies:

All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 4.3, 4.4, 4.5, 4.6, 7.1 and all of the provisions of Articles X and XI shall survive the termination or expiration of this Agreement.

Article XI. General Provisions

11.1 Governing Law and Venue:

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if School System is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which School System is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where School System is located (set forth in § 3 of Attachment A), and venue for the action shall be that city and State.

11.2 Entire Agreement:

All Attachments to this Agreement are fully incorporated herein. This Agreement, including Attachments, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

11.3 Limitation of Liability:

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

11.4 Severability:

If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

11.5 Attorney's Fees:

In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, in addition to other relief to which it is entitled.

11.6 Assignment:

School System acknowledges that the favorable terms of this Agreement were granted solely to School System, and that the substitution of any party by School System would destroy the intent of the parties. Accordingly, School System shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

11.7 Notice:

All notices, requests or other communications under this Agreement shall be in writing, and shall be sent to the designated representatives of the parties at the addresses set forth below their signatures on this Agreement or in Attachment A, and shall be deemed to have been duly given on the date of service if sent by facsimile (provided a hard copy is sent in one of the manners specified herein), or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.

11.8 Counterparts:

This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

11.9 Waiver:

The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

11.10 Facsimile and Electronic Signatures:

The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates opposite their signatures, but such dates shall not alter the Term of this Agreement as specified in Attachment A

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Edinburg Consolidated Independent School
District
TX

Signature: AVID Center Authorized

Signature: Superintendent or Designee

Printed or Typed Name

Printed or Typed Name

Title

Title of Designee

Date

Date

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594

APPROVAL OF REQUIRED CONTRACTUAL NOTICE REGARDING CONTINUED
LEGAL SERVICES FROM THE LAW OFFICE OF JACQUES TREVINO, P.C.

Recommendation

That the Board of Trustees approve the notice submitted to the Law Office of Jacques Trevino, P.C., dated May 3, 2011.

Rationale

On March 29, 2011, the Board of Trustees voted to send out Request for Statement of Qualifications for School Board Attorneys(s)-Legal Services. Should the office of Jacques E. Treviño, P.C. be selected after consideration of submitted qualifications for School Board Attorney(s)-Legal Services, a new contract shall be negotiated.

Budgetary Information

Not Applicable

Resource Personnel

Dr. René Gutiérrez
Dr. Rebecca Morrison

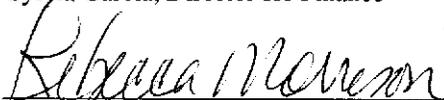
Board Policy Reference

This is in accordance with Board Policy, BAA (Legal) Board Legal Status – Powers and Duties and BDD (Local), Board Internal Organization – Attorney.

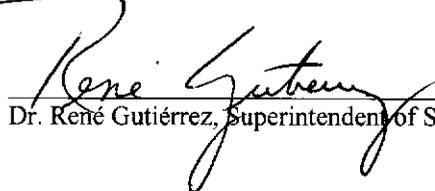
Within Budgetary Allocations:


Sylvia Garcia, Director for Finance

Approved by:


Dr. Rebecca Morrison, Asst. Supt. for Finance/Operations

Recommended by:


Dr. René Gutiérrez, Superintendent of Schools

APPROVAL OF IMPLEMENTATION OF A MANDATORY STANDARD DRESS CODE FOR CAYETANO CAVAZOS ELEMENTARY SCHOOL STUDENTS UNDER THE CONDITIONS OF BOARD POLICY FNCA (LOCAL) BEGINNING THE 2011 - 2012 SCHOOL YEAR

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Trustees approves the implementation of a mandatory standard dress code for Cayetano Cavazos Elementary School students under the conditions of Board Policy FNCA (local) beginning the 2011- 2012 school year.

RATIONALE:

Cayetano Cavazos Elementary staff and parents believe that the implementation of a mandatory standard dress code for Cayetano Cavazos Elementary students will:

- ❖ Instill greater school pride and student morale
- ❖ Encourage appropriate behaviors among students
- ❖ Prepare students for the world of work
- ❖ Eliminate symbolic distractions that are a result of certain types of apparel

Connections to the District Plan:

Goal 1: Academic Excellence - ECISD shall provide a diversified and innovative curriculum that focuses on comprehension, critical thinking, application and problem solving.

Goal 6: Learning Environment - ECISD shall provide state of the art facilities and resources, and maintain a safe and drug-free environment.

PAPERWORK IMPACT:

No additional paperwork will be generated

BUDGETARY INFORMATION:

PTO donations for students with financial hardship.

Appropriation \$800 pending Board Approval of 2011-2012 budget.

Account	Description	Appro.	Encum.	Expend.	Balance
161-32-6395-00-123-230000	Student Clothing	500	0	0	500
212-32-6395-00-123-224000	Student Clothing	300	0	0	300

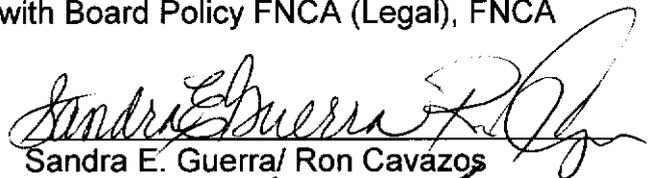
RESOURCE PERSONNEL:

Dr. René Gutiérrez, Superintendent of Schools
 Maria Luisa Guerra, Assistant Superintendent for Instruction and Support Services
 Dr. Rebecca Morison, Assistant Superintendent for Finance
 Ron Cavazos, Director of Federal Programs
 Dominga A. Vela, Area Director for Instruction & Support Services
 Sandra E. Guerra, Cayetano Cavazos Elementary Principal

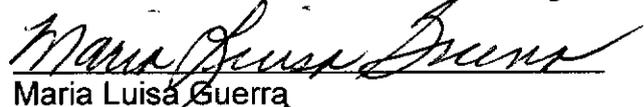
BOARD POLICY REFERENCE AND COMPLIANCE:

This item is in compliance and in accordance with Board Policy FNCA (Legal), FNCA (Local), and TEC 11.62.

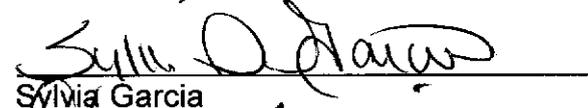
Prepared by:


 Sandra E. Guerra/ Ron Cavazos

Approved by:


 Maria Luisa Guerra

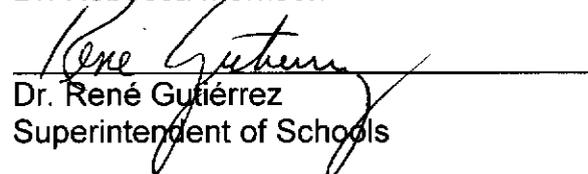
Within Budgetary Allocation:


 Sylvia Garcia

Finance Department Approval:


 Dr. Rebecca Morrison

Recommended by:


 Dr. René Gutiérrez
 Superintendent of Schools

Cayetano Cavazos Elementary

C. Cavazos Elementary is promoting a standard dress code for the 2011– 2012 school year.

We propose to:

- ❖ Provide our students with a safer school climate; and
- ❖ Reduce negative peer pressure resulting from the clothing worn; and
- ❖ Reduce the use of inappropriate attire by students Pre-K-5.

Plan of action:

Fall semester:	Received parental requests to consider uniforms for the 2011-2012 school year during 2010 student registration Created Uniform Committee, held meeting to create a survey, and uniform proposal
November/December 2010	Held PTO meetings to discuss implementation of school uniforms for the 2011-2012 school year
January 2011	Held PTO meeting/presentation to discuss school uniforms for the 2011-2012 school year (PTO Agenda)/ distributed parent survey
February 2011	Conducted staff survey Continued parent survey
March 2011	Held Uniform Committee meeting to tabulate results 579 surveys were sent 462 surveys were returned 378 of the respondents were in favor of a dress code 84 of the respondents were not in favor of a dress code 80% of the surveyed responded to the survey 82% of the respondents surveyed were in favor of uniforms 18% of the parents were not in favor of uniforms
May 2011	Submit to the ECISD Board of Trustees for approval
May 2011	Notification letter will be sent to parents to ensure compliance for mandatory dress code for the 2011-2012 school year.
July 2011	Mail out registration information to all parents with reminder of standard dress code

EXHIBIT

 K

**2011-2012
Cavazos Elementary
Dress Code**

Uniform shirts may be purchased through Walmart, Target or Academy.

All shirts must be Polo style and NAVY BLUE and GOLD color. Polo style shirts are to be worn Mondays through Thursdays. Cavazos spirit t-shirt or a college t-shirt will be worn on Fridays.

No *name brand* logos are allowed on uniform shirts.

Students must wear specific colors according to the day of the week:

<u>Monday and Wednesday</u> Navy Blue Polo	<u>Tuesday and Thursday</u> Gold Polo	<u>Friday</u> Spirit Shirt
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Students must wear Navy Blue or Khaki pants, shorts, Capri pants or skirts.

The pants, shorts, Capri pants and skirts must be navy blue or khaki colored and made of twill material. Pants and shorts can be flat or pleated front, and must be worn with a belt.

The following pants are not allowed: excessively tight; oversized style, windbreaker style, warm-up style, blue jean style nor have colored stripes down the sides.

All uniform pants, shorts and skirts must be hemmed.

Pants, shorts and skirts cannot be made of denim.

Pants cannot drag or touch the floor and must be cut to accommodate shoes.

Skirts or shorts must not be too short therefore must not be more than two inches from the back of the knee.

Pants with fashion type tears or holes will not be allowed.

All Edinburg School District Code Policies also apply to Cavazos Elementary students.

PLEASE NOTE THAT MANY BRANDS OF CLOTHING MAY CONTAIN THE WORD "UNIFORM" IN THE NAME, HOWEVER, THIS DOES NOT MEAN THAT THESE BOTTOMS ARE ACCEPTABLE. Cavazos Elementary UNIFORM PANTS OR SKIRTS.

EXHIBIT K-2