



**Edinburg Consolidated Independent School
District**

Regular

Tuesday, June 28, 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 June 28, 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: Dr. Martin Castillo
3. CERTIFICATION OF PUBLIC NOTICE
Notice was posted in the Edinburg CISD Administration Building at 411 North 8th Street in Edinburg, Texas on June 23, 2011 at 12:00 p.m. signed Dr. René Gutiérrez, Superintendent of Schools.
Presenter: President Torres
4. AWARDS & RECOGNITION
Presenter: Superintendent Rene Gutierrez
 - A. Acknowledgement of Raymundo Rodriguez and Benigno Chavez for Years of Service
5. SUPERINTENDENT'S REPORT
Presenter: Superintendent Gutierrez
 - A. Update on *Safe Routes to School* Program
 - B. Update on Professional Services--Vendor Contracts
 - C. 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. (106B- 1) Minutes for Special Called Board Meeting on June 7, 2011 and June 10, 2011, and Regular Board Meeting on June 14, 2011 8
- B. (106B- 2) BID 11-162 Police Equipment and Supplies COST \$13,104.00 SOURCE Local Funds 20
- C. (106B- 3) RFP 09-133 Audit Services External, Second and Final Contract Renewal COST \$31,000.00 SOURCE Local Funds 28
- D. (106B- 4) RFP 11-130 Reading Intervention Software COST \$49,959.00 SOURCE Federal Funds 31
- E. (106B- 5) RFQ 09-126 Bus Driver Physical Exams and TB Testing, Second and Final Contract Renewal COST \$15,000.00 SOURCE Local Funds 37
- F. (106B- 6) QUOTE 11-197 Online Character Education Program COST \$21,607.00 SOURCE Federal and State Funds 41
- G. (106B- 7) Tandberg Video Communication Server and Software COST \$37,549.18 SOURCE Local Funds 45
- H. (106B- 8) Contracted Service Agreement with Michael K. Sloan for Tutoring Services for Economedes High School Fine Arts Students COST \$4,000.00 SOURCE Fine Arts Funds 48
- I. (106B- 9) Implementation Agreement Between the Advancement Via Individual Determination Center and the Edinburg Consolidated Independent School District COST \$40,865.00 SOURCE State Compensatory Funds 50
- J. (106B-10) Interlocal Cooperation Contract with University of Texas Pan American Texas Manufacturing Assistance Center for Participants (Students/Teachers) from Edinburg, Economedes, and Edinburg North High Schools to Attend Striving Towards Educational Pathways Summer Camp COST \$15,000.00 SOURCE Career & Technical Funds 64
- K. (106B-11) ITCenter21: Introduction to Computers and Information Technology Curriculum Software Site License for Longoria Middle School COST \$21,030.00 SOURCE Career & Technical Funds 70
- L. (106B-12) Professional Development and Software Maintenance Services from Compass Learning Inc for Edinburg, Edinburg North, and Economedes 72

High Schools	COST \$16,148.80	SOURCE Federal Funds		
M. (106B-13)	Purchase and Renewal of SmartFind Express Electronic Registrar Online from eSchool Solutions	COST \$37,536.78	SOURCE Federal and Local Funds	78
N. (106B-14)	Contract/Consultant Agreement with Texas Valley Communities Foundation for Participants from Barrientes, B L Garza, Harwell, Memorial and South Middle Schools; Brewster School; and Edinburg, Edinburg North, and Economedes High Schools to Attend ENCORE Ford Partnership for Advanced Studies Professional Development Institute	COST \$21,678.00	SOURCE Career & Technical Funds	86
8. ACTION AGENDA				
Presenter: President Torres				
A. (106B-15)	BID 11-153 Athletic/P E Supplies and Equipment	COST \$442,000.00	SOURCE All Funds	92
B. (106B-16)	BID 11-186 Fine Arts Music Equipment for Gorena Elementary, and Longoria and Harwell Middle Schools	COST \$109,091.00	SOURCE Fine Arts Funds	105
C. (106B-17)	RFP 11-171 Ambulance Services for School Sponsored Games	COST \$68,200.00	SOURCE Athletic Funds	117
D. (106B-18)	RFQ 11-128 School Board Attorney Legal Services	COST \$222,000.00	SOURCE Local Funds	120
E. (106B-19)	2011-2012 Tuition Fee for Out-of-District Transfers			132
F. (106B-20)	Second Reading Revisions to Board Policy DC (Local) Employment Practices			134
G. (106B-21)	Second Reading Revisions to Board Policy DEC (Local): Compensation and Benefits--Leaves and Absences			137
H. (106B-22)	Request for Optional Flexible Day Program for Submission to the Texas Education Agency			145
I. (106B-23)	2011-2012 Region One Education Service Center Contract/Consultant Agreement for CScope Curriculum System District Annual License for Unlimited CScope Users	COST \$272,201.00	SOURCE Federal and Local Funds	157
J. (106B-24)	2011-2012 Region One Education Service Center Library Services and Media Cooperative Agreement	COST \$96,033.00	SOURCE Local Funds	171
K. (106B-25)	Implementation of Mandatory Standard Dress Code for Longoria Middle School Students Under the Conditions of Board Policy FNCA (Local) Beginning the 2011-2012 School Year			175
L. (106B-26)	Skinny On: College Success; Skinny On: Guide Bundles, Classroom Strategies, Student Guides for Edinburg, Economedes, and Edinburg North High Schools; and UGO 365 Planners, Classroom Strategies,			177

and Student Guides for Barrientes, Garza, Harwell, Memorial, South, and Longoria Middle Schools, and Brewster School COST \$55,718.00 SOURCE Career & Technical Funds

- M. (106B-27) Waterford Reading Software Site Licenses from NCS Pearson for 18 Elementary Campuses COST \$249,090.00 SOURCE State and Federal Funds 184
- N. (106B-28) Partial Substantial Completion for Building Areas C (Athletic) and D (Fine Arts and Kitchen) at New Harwell Middle School 193
- O. (106B-29) Partial Guaranteed Maximum Price for Robert Vela High School 202
- P. (106B-30) 2011-2012 Elementary and Secondary Student Code of Conduct and Student/Parent Handbooks 204

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
3. Discussion Regarding Sam Houston Property

C. Section 551.074--Personnel Matters

1. Discussion of Employment for
 - a. Counselor, Cano/Gonzalez Elementary
 - b. Curriculum Assistant, Memorial Middle School
 - c. Speech Language Pathologist, Special Education
 - d. Athletic Trainer, Economedes High School
 - e. Head Varsity Baseball Coach, Edinburg North High School
 2. Discussion of Employment, Reassignments, Resignations, and Retirements
 3. Update of Pending Personnel Investigations
 4. Discussion Regarding Level III Grievance--Dora Gonzalez, Secretary for Pupil Accounting
 5. Discussion Regarding Proposed Employment Termination of Maria del Rosario Ramos, Custodian at Barrientes Middle School
 - 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--Mrs. Adriana E. Torres
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 Construction at Edinburg High School
 2. Consideration of and Possible Action Regarding Supplemental Education Service Providers
 - B. Section 551.072--Deliberation Regarding Real Property
 - C. Section 551.074--Personnel Matters
 1. Consideration of and Possible Action Regarding Employment of Counselor, Cano/Gonzalez Elementary
 2. Consideration of and Possible Action Regarding Employment of Curriculum Assistant, Memorial Middle School
 3. Consideration of and Possible Action Regarding Employment of Speech Language Pathologist, Special Education
 4. Consideration of and Possible Action Regarding Employment of Athletic Trainer, Economedes High School
 5. Consideration of and Possible Action Regarding Employment of Head Varsity Baseball Coach, Edinburg North High School
 6. Consideration of and Possible Action Regarding Employment, Reassignments, Resignations, and Retirements

7. Consideration of and Possible Action Regarding Level III Grievance--Dora Gonzalez, Secretary for Pupil Accounting
8. Consideration of and Possible Action Regarding Proposed Employment Termination of Maria del Rosario Ramos, Custodian at Barrientes Middle School

D. Section 551.082--Discipline of Public School Child

1. Consideration of and Possible Action Regarding Level III Student/Parent Complaint Hearing--Mrs. Adriana E. Torres

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):

Special Called Board Meeting of June 7, 2011
Special Called Board Meeting of June 10, 2011
Regular Board Meeting of June 14, 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

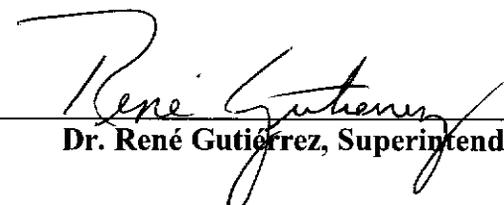
This item is in compliance and in accordance with Board Policy BE and BE (Local).

Prepared by



Mary Alice S. Martin, Board Secretary

Recommended by



Dr. René Gutiérrez, Superintendent of Schools

EXHIBIT A, PAGES 1-11

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Edinburg, Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

June 7, 2011

On the 7th day of June 2011, the **Board of Trustees** for the Edinburg Consolidated Independent School District met in **special session** with the following members present:

David Torres, President
Carmen González, Vice President

Martín Castillo, D.C., Member
Robert Peña Jr., Member

Absent from the meeting were Secretary Ciro Treviño, and Members Jaime R. Chavana and Juan "Sonny" Palacios Jr.

President Torres, who established **quorum**, called the meeting to order at 6:27 p.m. He then asked for certification that **Public Notice** had been posted in the Edinburg CISD Administration Building at 411 North 8th Street in Edinburg, Texas on June 3, 2011 at 6:00 p.m. signed Dr. René Gutiérrez, Superintendent of Schools.

President Torres recessed the meeting at 6:28 p. m. to **Conduct Agenda Item III Walk Through of Classrooms, Library, and Cafeteria at the New Harwell Middle School.**

President Torres reconvened the meeting at 6:51 p.m.

Mr. Robert Peña Jr. moved and Dr. Martín Castillo and Mrs. Carmen González seconded the motion to **Approve Agenda Item IV Partial Substantial Completion of Classrooms, Library, and Cafeteria to Include the Office Areas for New Harwell Middle School**, as recommended by Superintendent René Gutiérrez. The motion carried.

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

President Torres adjourned the meeting at 6:52 p.m.

DAVID TORRES
President of the Board of Trustees

ATTESTED BY

CIRO TREVINO
Secretary to the Board of Trustees

EXHIBIT A

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Edinburg, Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

June 10, 2011

On the 10th day of June 2011, the **Board of Trustees** for the Edinburg Consolidated Independent School District met in **special 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	Juan "Sonny" Palacios Jr., Member

Absent from the meeting was Member Robert Peña Jr.

President Torres, who established **quorum**, called the meeting to order at 12:06 p.m. He then asked for certification that **Public Notice** had been posted in the Edinburg CISD Administration Building at 411 North 8th Street in Edinburg, Texas on June 7, 2011 at 12:00 p.m. signed by Dr. René Gutiérrez, Superintendent of Schools.

At 12:07 p.m. President Torres proceeded with **Agenda III Conduct Interviews for RFQ 11-128 School Board Attorney(s) Legal Services** with Richard Alamia, Attorney at Law; Douglas A. Poneck of Escamilla, Poneck & Cruz, LLP; Ricardo Gonzalez of Oxford & Gonzalez; Kevin O'Hanlon of O'Hanlon, McCollom & Demerath, Attorneys & Counselors; Dennis J. Eichelbaum of Schwartz, Eichelbaum, Wardell, Mehl & Hansen, PC; Jacques E. Trevino, Law Office of Jacques E. Trevino; Joe A. De Los Santos of Walsh, Anderson, Brown, Gallegos, & Green, PC; and Jose E. Chapa Jr. of Yzaguirre & Chapa, Attorneys & Counselors at Law. Board completed the interview process at 4:14 p.m.

Mr. Juan "Sonny" Palacios Jr. moved and Mr. Jaime R. Chavana seconded the motion to postpone action on **Agenda Item IV RFQ 11-128 School Board Attorney Legal Services** until another meeting in order to rank and tabulate RFQs submitted. Due to a lack of majority vote, the motion failed 3 to 3 with Jaime R. Chavana, Ciro Treviño and Juan "Sonny" Palacios Jr. voting for, and Carmen González, David Torres and Martín Castillo voting against.

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Item IV RFQ 11-128 School Board Attorney Legal Services by Identifying Kevin O'Hanlon of O'Hanlon, McCollom & Demerath as the firm to represent Edinburg CISD.** The motion passed with 3-2-1 vote with Carmen González, David Torres and Martín Castillo voting for, and Jaime R. Chavana and Juan "Sonny" Palacios Jr. voting against with Ciro Treviño abstaining.

After much discussion, Mrs. Carmen González and Dr. Martín Castillo withdrew their motion to **Approve Item IV RFQ 11-128 School Board Attorney Legal Services by Identifying Kevin O'Hanlon of O'Hanlon, McCollom & Demerath as the firm to represent Edinburg CISD;** therefore, the motion failed.

Mr. Juan "Sonny" Palacios Jr. moved and Mrs. Carmen González seconded the motion to **Rank the Firms 1, 2, and 3 for RFQ 11-128 School Board Attorney Legal Services.** The motion carried.

The Board proceeded to rank and tabulate ratings which resulted with Kevin O'Hanlon of O'Hanlon, McCollom & Demerath; Jacques E. Trevino of the Law Office of Jacques E. Trevino; and Ricardo Gonzalez of Oxford & Gonzalez as the firms ranked 1, 2, and 3, respectively.

EXHIBIT A-2

EDINBURG CISD SCHOOL BOARD MEETING

June 10, 2011

Page 2

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Authorize the Superintendent to Begin Negotiations for RFQ 11-128 School Board Attorney Legal Services with Kevin O'Hanlon of O'Hanlon.** The motion passed 4 to 2 with Jaime R. Chavana and Juan "Sonny" Palacios 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 4:48 p.m.

DAVID TORRES
President of the Board of Trustees

ATTESTED BY

CIRO TREVINO
Secretary to the Board of Trustees

EXHIBIT A-3

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Edinburg, Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

June 14, 2011

On the 14th day of June 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 (arrived @ 6:20 p.m.)
Ciro Treviño, Secretary	Juan "Sonny" Palacios Jr., Member
	Robert Peña Jr., Member

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 6:01 p.m. Mr. Ciró Treviño 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 June 10, 2011 at 12:00 p.m. signed Dr. René Gutiérrez, Superintendent of Schools.

Under Awards & Recognition:

- A. ENHS Girls Track Team Earns Track and Field District Championship

Under Superintendent's Report:

- A. Update on Vision Academy Graduates
- B. Update on Rezoning for High Schools
- C. Update on 2008 Bond Construction Projects by Broaddus & Associates
- D. Update on 2011-2012 Capital Improvement Projects
- E. Teacher Vacancies: 26 (10 elementary/16 secondary)

Under **Public Comments**, **Javier Vega** of *Choferes Unidos* stated that he will be working with ECISD bus drivers regarding "bus driver concerns", i.e. inadequate supplies/tools, issues not addressed by administration, but looks forward to working with administration in resolving them.

CONSENT AGENDA ITEMS

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Items: 106A-1 Minutes for Special Called Board Meeting on May 17, 2011 and Regular Board Meeting on May 24, 2011; 106A-2 Bid 10-135 Fire Extinguisher Inspections and Repair Services, First and Final Contract Renewal with Argus Security Systems in the Amount of \$16,582.50; 106A-3 Bid 10-169 Service Awards and Plaques, First and Final Contract Renewal with Valley Trophies and Expressions in Glass for a Total of \$15,375.05; 106A-4 Bid 11-84 Iron and Steel Catalog Bid to Alamo Iron Works, Rio Grande Steel, Sea Garden Sales Industrial Supplies, and U. S. HERR Industrial Metals for a Total of**

EXHIBIT A-4

CONSENT AGENDA ITEMS (continued)

\$25,000.00; 106A-5 Bid 11-134 Insecticides and Herbicides to Univar USA, BWI-Schulenberg, and Red River Specialties for a Total of \$26,606.92; 106A-6 Bid 11-157 Band Instrument Repair Services to Several Vendors with Melhart Music Center and Texas Band & Orchestra as Primary Vendors for a Total of \$30,000.00; 106A-7 Bid 11-158 Concrete and Related Supplies to Alamo Concrete Products and Lowe's Edinburg for a Total of \$20,005.00; 106A-8 Bid 11-160 Solid Plastic Toilet Partitions for San Carlos Elementary to Link & Associates Inc in the Amount of \$12,998.00; 106A-9 Bid 11-163 Sheet Music to Several Vendors with RBC Music Company Inc, Pender's Music Company, and Shar Products Company as Primary Vendors for a Total of \$25,000.00; 106A-10 Interlocal 11-184 Water Treatment Chemicals for Chillers to Nalco Company in the Amount of \$30,000.00; 106A-11 TXMAS 11-199 New Athletic Equipment for Longoria Middle School to Life Fitness in the Amount of \$27,656.44; and 106A-12 Subscription Licenses of the Odyssey Software Program from Compass Learning Inc for the Juvenile Detention Center in the Amount of \$25,330.00, as recommended by Superintendent René Gutiérrez. The motion carried.

ACTION AGENDA ITEMS

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to Approve Agenda Item 106A-13 Bid 10-128 Miscellaneous Hardware, First and Final Contract Renewal to Allen Industrial Supply, Amigo Bolt & Supply, American Industrial Supply & Tool Repair, Beverly's Hardware, and Fastenal Company for a Total of \$70,000.00, as recommended by Superintendent René Gutiérrez. The motion carried.

Dr. Martín Castillo moved and Mrs. Carmen González seconded the motion to Approve Agenda Item 106A-14 Bid 10-180 School Bus Painting and Repair, First and Final Contract Renewal with Espinos Tire Auto Center in the Amount of \$70,000.00, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to Approve Agenda Item 106A-15 Amend Bid 11-108 Plumbing Supplies with Several Vendors for a Total \$150,000.00, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to Approve Agenda Item 106A-16 Bid 11-144 Medical Supplies to Several Vendors for a Total of \$90,000.00, as recommended by Superintendent René Gutiérrez. The motion carried.

Dr. Martín Castillo moved and Mrs. Carmen González seconded the motion to Approve Agenda Item 106A-17 BuyBoard 11-198 Athletic and P E Supplies/Equipment for Longoria and Harwell Middle Schools to Several Vendors for a Total of \$75,000.00, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to Approve Agenda Item 106A-18 BuyBoard 11-201 Repair of Gym Floor at Brewster School to Long Flooring in the Amount of \$66,500.00, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to Approve Agenda Item 106A-19 Interlocal 11-193 Building Automation System for Esparza Elementary from Texas Multiple Awards Schedule with Johnson Controls Inc in the Amount of \$59,302.17, as recommended by Superintendent René Gutiérrez. The motion carried.

EXHIBIT A-5

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Item 106A-20 RFP 09-128 School Health and Related Services for Special Education, Second and Final Contract Renewal with Texas Billing Services Inc in the Amount of \$240,000.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Ciro Treviño moved and Mrs. Carmen González seconded the motion to **Approve Agenda Item 106A-21 First Reading Revisions to Board Policy DC (Local) Employment Practices**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Mr. David Torres seconded the motion to **Approve Agenda Item 106A-22 First Reading Revisions to Board Policy DEC (Local): Compensation and Benefits—Leaves and Absences**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mr. Ciro Treviño moved and Mrs. Carmen González seconded the motion to **Approve Agenda Item 106A-23 Second Reading of Board Policy FFAC (Local) Wellness and Health Services: Medical Treatment**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Item 106A-24 2011-2012 Commitment for Data Processing Services with Region One Education Service Center in the Amount of \$857,151.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to **Approve Agenda Item 106A-25 Contract for Property Value Study Appeals Representation with Linebarger Goggan Blair & Sampson, LLP, Attorneys at Law for the 2012-2013 School Year**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Item 106A-26 Amended Budget for State Special Education Fund 164(1) Transfer of \$963,842.00 from Fund 199**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Item 106A-27 Amended Budget for Local Maintenance Fund 199(1) Transfer of \$963,842.00 to Fund 164**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Item 106A-28 Service Agreement for Creative Education Institute for All District Campuses Including Gorena Elementary and Longoria Middle School in the Amount of \$140,000.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to **Approve Agenda Item 106A-29 Adobe Creative Suite 5 for Master Collection Window DVD for Edinburg High School, Edinburg North High School, and Economedes High School in the Amount of \$61,772.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to **Approve Agenda Item 106A-30 Implementation of Mandatory Standard Dress Code for Gorena Elementary School Students Under the Conditions of Board Policy FNCA (Local) Beginning the 2011-2012 School Year**, as recommended by Superintendent Rene Gutierrez. The motion passed 5 to 1 with Juan "Sonny" Palacios Jr. voting against.

EDINBURG CISD SCHOOL BOARD MEETING

June 14, 2011

Page 4

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Item 106A-31 Contracted Service Agreement with Region One ESC for Edinburg CISD 2011 Principals Academy on July 26-29, 2011 in the Amount of \$32,000.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Dr. Martín Castillo moved and Mrs. Carmen González seconded the motion to **Approve Agenda Item 106A-32 RFP 11-169 Cavazos Elementary Reroofing Project to Sechrist-Hall Company in the Amount of \$133,290.00 as Submitted by Project Engineer Amtech Building Sciences Inc**, as recommended by Superintendent René Gutiérrez. The motion carried.

Dr. Martín Castillo moved and Mrs. Carmen González seconded the motion to **Approve Agenda Item 106A-33 Amendment to Safe Routes to School Interlocal Agreement with the City of Edinburg and County of Hidalgo to Define Selection of Committee Members to Coordinate the RFQ and Contract Procurement Process**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Dr. Martín Castillo seconded the motion to **Approve Agenda Item 106A-34 Change Order 3 (Decrease) for Group A Elementary School Projects Reducing the Guaranteed Maximum Price by an Additional \$284,735.79**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to **Approve Agenda Item 106A-35 Change Order 3 (Decrease) for Group B Middle School Projects Reducing the Guaranteed Maximum Price by an Additional \$650,000.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to **Approve Agenda Item 106A-36 Adjustment to Construction Phase Fee for Group E Robert Vela High School to Increase the Scope of Work and the Construction Cost Limitation by \$1,739,000.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to **Approve Agenda Item 106A-37 SureScore College Readiness Program Vision College and Career Awareness and Math Applications and Resources of Success for Edinburg, Edinburg North, and Economedes High Schools in the Amount of \$75,125.00**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to enter **Closed Session**. The motion carried.

President Torres recessed the meeting at 7:45 p.m. enabling the Board to enter Closed Session.

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to return to **Open Session**. The motion carried.

After returning to Open Session at 10:59 p.m., President Torres announced that no action had been taken on items discussed in Closed Session.

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to **Approve Section 551.074 10C.1 Employment of Jose A. Garza as Curriculum Assistant for Gorena Elementary**, as recommended by Superintendent René Gutiérrez. The motion carried.

EXHIBIT A-7

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to **Approve Section 551.074 10C.2 Employment of Lonnie G. Garza as Head Varsity Softball Coach at Economedes High School**, as recommended by Superintendent René Gutiérrez. The motion carried.

Mrs. Carmen González moved and Mr. Ciro Treviño seconded the motion to **Approve Section 551.074 10C.3 Employment of Jeff Pena as Head Varsity Swim Coach at Economedes High School**, as recommended by Superintendent René Gutiérrez. The motion carried.

Dr. Martín Castillo moved and Mrs. Carmen González and Mr. Ciro Treviño seconded the motion to **Approve Section 551.074 10C.4 Employment, Reassignments, Resignations, and Retirements as Discussed in Closed Session**, as recommended by Superintendent René Gutiérrez. The motion carried.

Employment for 2011-2012

Crissy Hanson*	RN License	0-0 years experience
Andrea B. Kohnert*	BSN/UT, Pan American	0-0 years experience
Melissa Diaz*	BS/UT, Pan American	0-0 years experience
Luisanna Garza*	BS/UT, Pan American	1-0 years experience
Ramiro Leal*	BS/UT, Pan American	0-0 years experience
Holly Martin*	BS/Indiana St. Univ.	10-3 years experience
Crystal Rose Salas*	BS/UT, Pan American	1-0 years experience
Jay Julian Torres*	BS/UT, Pan American	1-0 years experience
Stephanie Renee Vasquez*	BM/Univ. North Texas	9-0 years experience
Edna C. Camarrillo*	MED/UT, Pan American	8-2 years experience
Roel Cantu*	MED/UT, Pan American	7-0 years experience
Crystal Marie Castellano*	BS/Texas State Univ.	0-0 years experience
April Flores*	BA/UT, Pan American	1-0 years experience
Krystal Garza*	BS/UT, Pan American	3-3 years experience
Nancy T. Garza*	MED/Univ. Phoenix	4-0 years experience
Cynthia A. Hernandez*	BS/UT, Pan American	6-0 years experience
Ester Krzeszewski*	BA/UT, Pan American	2-0 years experience
Bryceidee Anna Lopez*	BA/Texas A & M	0-0 years experience
Sonia Salinas Luna*	BS/UT, Pan American	8-0 years experience
Isabel A. Martinez*	BA/Univ. South Alabama	0-0 years experience
Roxana Mata*	BS/UT, Pan American	9-5 years experience
Juan Adrian Morales*	BS/UT, Pan American	0-0 years experience
Audrey Ann Nuques*	MED/UT, Pan American	3-0 years experience
Ida Pena*	BS/UT, Pan American	2-0 years experience
Kyle Jon Robinson*	BS/Univ. Colorado	21-7 years experience
Isaac Rojas*	BS/UT, Pan American	0-0 years experience
LaMonica Tamez*	BS/UT, Pan American	11-0 years experience
Eutimio Cesar Trevino*	BA/UT, Pan American	4-0 years experience
Federico Trevino Jr.*	BA/UT, Pan American	1-0 years experience
Jim Villarreal*	MED/UT, Pan American	17-0 years experience
Nydia Zamarripa*	BS/UT, Pan American	0-0 years experience
Olivia Zarate*	BS/UT, Pan American	0-0 years experience

*Pending criminal background check

Resignations, Reassignments, and Retirements

Eva Yvette Corona	1 st Grade Bilingual/San Carlos
Yesenia Coronado	Kinder, Bilingual/Betts
Evelyn L. Dimas	Physical Ed/J F K
Maria del Rosario Jimenez (Retiring)	4 th Grade Bilingual/Cano/Gonzalez
Kimberly Maville	Special Ed (co-teach)/Barrientes MS
Leticia Medrano	Int Physics.Chemistry/Edinburg HS
Carmen Moya	Pre-Kinder Bilingual/Magee
Linda Ramirez	Reading/Edinburg HS
Rachel Trujillo (Retiring)	Pre-Kinder Bilingual/Villarreal
Guadalupe A. Agado (Retiring)	Computer Lab/Memorial MS
Nancy Benavides	3 rd Grade Bilingual/Brewster
Gayland Josephson	Social Studies/Edinburg HS
Noemi Perez	Librarian/Edinburg HS

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

Promotions

Anita Valdez	Lead Elementary Custodian/F Gonzalez
Guillermo Garcia	HVAC Technician/M & F

Resignations, Reassignments, and Retirements

Amanda Nicole Borrego	Kinder Aide/De La Vina
Randy Salazar	Truancy Officer/Edinburg HS
Maria S. De Luna (Retiring)	Child Nutrition Director
Maria Elsa Gutierrez (Retiring)	Pre-Kinder Aide/Cavazos
Karleen Smith (Retiring)	Kinder Aide/De La Vina
Jesusa Guzman (Retiring)	Custodian/Harwell MS
Esperanza G. Laurel (Retiring)	Food Prep/Edinburg North HS
Raul Hernandez	Truck Driver/Child Nutrition

Employment of Interns/Tutors/Student Workers

Roberto Lopez*	Tutor/Edinburg North HS (ENHS)
Felix Garcia*	Tutor/ENHS
Andrea Arce*	Tutor/ENHS
Beatrix Balogh*	Tutor/ENHS
Rogelio Garcia*	Tutor/ENHS
Krystal Garza*	Tutor/ENHS
Alyssa Granado*	Tutor/ENHS
Sarah Runkle*	Tutor/ENHS
Michael Berner*	Tutor/ENHS
Elizabeth Garcia*	Tutor/ENHS

*Pending district medical and employment requirements

Resignations

Fabiola Rios	Tutor/B L Garza MS
Denise Cardenas	Tutor/B L Garza MS
Olivia Sanchez	Tutor/ENHS
Celena N. Rodriguez	Tutor/ENHS
Adriana Gracia	Tutor/ENHS
Roberto Olivarez Jr.	Tutor/ENHS
Lizette Garza	Tutor/ENHS

Resignations (continued)

George Galindo	Tutor/ENHS
Adrian Caceres	Tutor/ENHS
Laura Badillo	Tutor/ENHS
David Garza	Tutor/ENHS
Ricardo Villescas	Tutor/ENHS
Jay Lynn Hart	Tutor/Gear Up
Sandra Salce	Tutor/Gear Up
Deyanira Bernal	Tutor/Gear Up
Juliessa Garza	Tutor/Gear Up
Grace Rosales	Tutor/ENHS
Gabriel Perez	Tutor/ENHS
Ruby Cruz	Tutor/ENHS
Ruben J. de Jesus	Tutor/ENHS
David Gutierrez	Tutor/EHS
Courtney Trejo	Tutor/EHS
Rebecca Nava	America Reads/Austin
Isidro Sepulveda III	America Reads/Austin
Jorge Morales	America Reads/Austin
Kristina Espinoza	America Reads/Lee
Rebecca M. Rodriguez	America Reads/Betts
Abelardo Padron	America Reads/Betts
Jonathan Chapa	America Reads/Lee
Monica Salazar	America Reads/Lee
Brian Garza	Tutor/Barrientes MS
Jesse Galvan III	Tutor/Barrientes MS
Corina Garza	Tutor/Barrientes MS
Rene Salinas Jr.	Tutor/Barrientes MS
Blanca Villarreal	Tutor/Barrientes MS
Jacobo Zuniga	Tutor/Barrientes MS
Karen Waldo	Tutor/Barrientes MS
Saul Tamez	Tutor/Barrientes MS
Taunya Rodriguez	Production Aide/KATS TV
Damian Aguilar	AVID/Memorial MS
Shelby Badillo	AVID/Memorial MS
Margot Salas	AVID/Memorial MS
Patrisha Pena	AVID/Harwell MS
Angela Mendoza	AVID/Harwell MS
Christopher de Luna	AVID/Harwell MS
Alanah B. Garza	AVID/Harwell MS
Ricardo Saldivar	Tutor/Economedes HS (JEHS)
Magdaleen Trevino	Gear Up/JEHS
Danny Lara	Tutor/JEHS
Isai Bran	Tutor/JEHS
Vilma Yanez	Tutor/JEHS
Melissa Avitia	Tutor/JEHS
Lizbeth Perez	Tutor/JEHS
Blanca Moctezuma	Tutor/JEHS
Estefany Pena	Tutor/JEHS

Employment of Special Education Shadows (None)

Resignations (None)

EXHIBIT A-10

EDINBURG CISD SCHOOL BOARD MEETING

June 14, 2011

Page 8

Board Attorney Treviño announced that no action would be taken on **Section 551.074 C.5 Level III Grievance of Dora Gonzalez, Secretary for Pupil Accounting**, but that the Board would render a decision at the next regular board meeting.

Mr. Ciro Treviño moved and Dr. Martín Castillo seconded the motion to **adjourn**. The motion carried.

President Torres adjourned the meeting at 11:02 p.m.

DAVID TORRES
President of the Board of Trustees

ATTESTED BY

CIRO TREVINO
Secretary to the Board of Trustees

EXHIBIT A-11

APPROVAL OF BID 11-162, POLICE EQUIPMENT & SUPPLIES

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the term bid Police Equipment & Supplies, bid which is indicated in the attached bid tabulation as being the most favorable and advantageous to the District.

Rationale

The administration sought competitive sealed bids for the above mentioned bid. Bid opening was held at the Business Office Building on May 10, 2011 at 11:00 A.M.; where nine (9) bids were received, opened, and read aloud.

Police officer's depend on equipment that is purchased as part of their police officer uniforms and accessories. These are all necessary items needed for the overall function of the E.C.I.S.D. Police Department. These items will help our officer's carry out their duties and responsibilities for our district.

User Department

This item was requested by Juan J. Gonzalez, Chief of Police.

Budgetary Information

TOTAL ESTIMATED AWARD RECOMMENDATION: \$13,104.00

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
199-52-6399-00-947-199-000	General Supplies	21,950.00	1,748.15	17,405.39	2,796.46
TOTAL		21,950.00	1,748.15	17,405.39	2,796.46**

**Department and campuses will expense the account up to the available funding for the current fiscal year. They will also be appropriating funds for the 2011-2012 school year which is to follow with board approval.

Resource Personnel

Dr. René Gutiérrez	Sylvia D. Garcia	Dr. Rebecca Morrison
Juan J. Gonzalez	Mario H. Salinas	Amaro Tijerina
Soledad Schuller		

Board Policy Reference

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

Requested by: _____
 Juan J. Gonzalez, Chief of Police

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

EXHIBIT _____, PAGE(S) _____

Notes for Bid Tabulation
Bid 11-162 POLICE EQUIPMENT & SUPPLIES
June 28, 2011

1. **USER DEPARTMENT:** This bid was requested by the Police Department. Chief Juan J. Gonzalez will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a term bid beginning June 29, 2011 and ending May 31, 2012. This contract may be renewed for an additional TERM CONTRACT PERIOD if the vendors and the District agree and no increases in cost are incurred except for the growth of the District.
3. **BID EVALUATION:** This bid was evaluated by Chief, Juan J. Gonzalez. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** The Police Department will prepare purchase orders on an "as needed" basis following Board of Trustee bid approval.
5. **UNIT PRICES:** Prices are good for the term of the contract.
6. **APROXIMATE AMOUNT SPENT LAST YEAR:** **\$19,000.00**
7. **AWARD RECOMMENDATION:**

VENDOR	ESTIMATED AWARD
GT Distributors Inc. 2545 Brockton Drive Suite 100 Austin, Texas 78758 Phone: 800-252-8310 Contact: Preston Wheelless	\$8,693.80
Lawmen's & Shooters Supply Inc. 7750 9 th St. S.W. Vero Beach, FL 32968 Phone: 772-569-8700 Contact: Crystal Mazzoli	\$1,669.35
Helgen Industries, Inc. dba Desantis Holster & Leather Goods 431 Bayview Ave. Amityville, N.Y. 11701 Phone: 800-424-1236 Contact: Stacey Falek	\$1,139.25
Nardis Public Safety 4818 I It 10 East San Antonio, TX 78121 Phone: 210-661-8400 Contact: Diane Wiatrck	\$1,130.80
Galls, An Aramark Co., LLC 2680 Palumbo Dr. Lexington, KY 40509 Phone: 800-876-4242 Contact: Tom Blanton	\$470.80
TOTAL ESTIMATED AWARD:	\$13,104.00

BID EVALUATION NOTES: A - Award recommendation to all low bidders.

11-162, POLICE EQUIPMENT AND SUPPLIES
TABULATION SHEETS

ITEM DESCRIPTION	UNIT OF ISSUE	GT DISTRIB. P. WHEELIES	GT DISTRIB. P. WHEELIES	LAWMENS & SHOOTERS GW KEEN	LAWMENS & SHOOTERS GW KEEN	LAWMENS & SHOOTERS GW KEEN	LAWMENS ALTERNATE BID	LAWMENS ALTERNATE BID	HELGEN DESANTIS S. FALEK	HELGEN DESANTIS S. FALEK	NARDIS PUB. SAFETY DIANE WATREK	NARDIS PUB. SAFETY DIANE WATREK	Gall's Inc. An Aramark Co. LARRY DISMUKES	Gall's Inc. An Aramark Co. LARRY DISMUKES
BELT & ACCESSORIES														
11 DUTY BELT, ultra nylon duty belt, 2"W cordura, nylon duty belt, offers finished, precision stitched edging, belt features 4-layer laminate construction for rigidity and comfort and pro 3 triple retention buckle	20	\$ 18.19	\$ 363.80	\$ 17.83	\$ 356.60				\$ 28.59	\$ 571.80	\$ 27.99	\$ 559.80	\$ 18.50	\$ 370.00
12 BELT KEEPER, nylon web, package of 4, 4/pack	30	\$ 7.14	\$ 214.20	\$ 7.36	\$ 220.80				\$ 10.77	\$ 323.10	\$ 9.99	\$ 299.70	\$ 7.23	\$ 216.90
13 GLOVE CARRIER, nylon double latex glove carrier	20	\$ 7.14	\$ 142.80	\$ 7.36	\$ 147.20				\$ 10.77	\$ 215.40	\$ 13.99	\$ 279.80	\$ 9.02	\$ 180.40
14 HOLSTER, retention holster 170 SS III. It features a top snap thumb break middle finger release tab, patented molded ejection port or cylinder detent, and a decoy side strap, no holder in the world secures your weapon better, and though its extremely difficult for a suspect to unholster your weapon, you can draw your weapon in one quick, smooth movement, remarkably comfortable with its mid-ride belt position and slightly forward cant	30	\$ 128.18	\$ 3,845.40											
15 DOUBLE HOLSTER, has both vertical and horizontal belt slots, giving you a choice of a regular or a low-profile position, a tension screw lets you adjust magazine retention, the span between pouches, plus the low cut, allows quick easy drawing, fits 2.25" (57mm) duty belt	30	\$ 26.43	\$ 792.90						\$ 19.95	\$ 598.50	\$ 34.99	\$ 1,049.70		
16 RADIO CASE, universal case with swivel nylon	25	\$ 19.63	\$ 490.75	\$ 19.16	\$ 479.00				\$ 23.91	\$ 597.75	\$ 28.99	\$ 724.75	\$ 19.93	\$ 498.25
17 AMMUNITION, 40 S & W, .155 grain, hollowpoint, box of 50, cdi	100	\$ 23.20	\$ 2,320.00											
18 HANDCUFFS, standard, 20 locking positions, 10 oz., satin finish, heat treated carbon steel	25	\$ 20.40	\$ 510.00	\$ 16.92	\$ 423.00								\$ 20.15	\$ 503.75
19 HANDCUFF POUCH, standard top flap pouch, holds one pair of standard size lined cuffs	25	\$ 26.43	\$ 660.75						\$ 21.63	\$ 540.75	\$ 33.99	\$ 849.75		
20 HANDCUFF POUCH, nylon, single handcuff case	25	\$ 11.14	\$ 278.50	\$ 11.32	\$ 283.00				\$ 20.37	\$ 509.25	\$ 13.50	\$ 337.50	\$ 10.65	\$ 266.25
21 BATON, 21" ASP foam grip chrome expandable baton, ASP	10	\$ 63.20	\$ 632.00								\$ 76.99	\$ 769.90	\$ 59.00	\$ 590.00
PORTABLE RADIO ACCESSORIES														
22 HEAVY DUTY RECHARGEABLE BATTERIES, for the Kenwood TK480 two way radios	10													
23 ANTENNA REPLACEMENT, 800 mhz for Kenwood TK480 two way radios	30													
24 MICROPHONE, KM25 lapel type for Kenwood TK480 two way radio	20													
TOTALS		\$ 8,693.80	\$ 1,669.35	\$ 1,139.25	\$ 1,130.80	\$ 470.80								

EXHIBIT

11-162, POLICE EQUIPMENT AND SUPPLIES
TABULATION SHEETS

ITEM DESCRIPTION	MARYLAND SMALL ARMS RANGE JENNIFER MURRAY	MARYLAND SMALL ARMS RANGE JENNIFER MURRAY	KIESLER POLICE SUPPLY CASSI SHEARER	KIESLER POLICE SUPPLY CASSI SHEARER	SOUTHERN POLICE EQUIP CAROLYN BANKS	SOUTHERN POLICE EQUIP CAROLYN BANKS	CODE BLUE TODD METHVIN	CODE BLUE TODD METHVIN
1 JACKET, nylon taffeta, lined heavy duty zipper badge tab two pleated pockets with flaps and snaps, two hand warmer compartments behind front pleated pockets, knit cuffs and waistband, wind and water repellent, POLICE or SECURITY badge patches on both sleeves on front badge tab POLICE or SECURITY badges (smaller patches) POLICE or SECURITY silk screened on the back approx. 3-1/2" to 5" (to cover back), COLOR: Police Blue.					\$ 30.00 \$	600.00 \$	38.00 \$	760.00 \$
2 RAINCOATS, 48" PVC yellow vinyl with title screen printed on the back with "POLICE" or "SECURITY", non-corrosive snap-front closure, ventilated back and underarms, convenient pass through pockets, sealed seams, detachable, snap-on-hood.					\$ 55.00 \$	1,100.00 \$	32.00 \$	640.00 \$
3 TIE, men's clip-on, 3" wide polyester, permanent knots, 17-1/2", COLOR: NAVY					\$ 3.55 \$	35.50 \$	9.00 \$	90.00 \$
4 TIE, men's clip-on, 3" wide polyester, permanent knots, 19-1/2", COLOR: NAVY					\$ 3.84 \$	38.40 \$	9.00 \$	90.00 \$
5 CAP, five panel classic style ball cap, "SOLID" no mesh, embroidery to read in yellow to read "Edinburg C.I.S.D. Police Department" on front, COLOR: NAVY					\$ 15.00 \$	300.00 \$		
6 T-SHIRT, alerts fellow officers and civilians of your identity, machine wash and dry, 3" WHITE letters across the front and back to read "SECURITY" or "POLICE", fits in glove box or gear bag, BLACK with WHITE letters								
FLASHLIGHT & ACCESSORIES								
7 FLASHLIGHT, made of virtually indestructible machine tooled aircraft aluminum, standard charge provides a maximum of one hour of continuous burn time after a 10 hr. recharge, up to 1000 times, fast charge is full charged in 2-1/2 hrs., 7.4" long	\$ 100.20 \$	3,006.00 \$			\$ 87.49 \$	2,624.70 \$	109.00 \$	3,270.00 \$
8 FLASHLIGHT HOLDER, nylon holder to fit the flashlight on the above item.	\$ 13.17 \$	395.10 \$	\$ 360.00 \$	12.00 \$			18.00 \$	540.00 \$
SAFETY VESTS								
9 TRAFFIC VEST, reflective material, cool mesh weave, easy clean vinyl-coated knit fabric, 8" elastic side straps and front velcro closure, titled vests have large 3" letters in a 4" x 18" reflective patch, plus two 1-3/8" wide reflective stripes on both sides, and bound seams, LOGO: "POLICE" in BLUE and "SECURITY" in ORANGE								
10 CROSSING GUARD VESTS, durable fluorescent ORANGE woven vinyl-coated nylon with Omni-Flex LIME-YELLOW retroreflective panels front and back with pringed legend "CROSSING GUARD", vertical LIME-YELLOW, retro-reflective stripes over shoulders and on hook-and-loop adjustable belts provide 360 of reflective visibility, hook and loop front closure, standard size							\$ 44.00 \$	1,100.00 \$
EXHIBIT							\$ 44.00 \$	1,320.00 \$

11-162, POLICE EQUIPMENT AND SUPPLIES
TABULATION SHEETS

ITEM DESCRIPTION	MARYLAND SMALL ARMS RANGE JENNIFER MURRAY	MARYLAND SMALL ARMS RANGE JENNIFER MURRAY	KIESLER POLICE SUPPLY CASSI SHEARER	SOUTHERN POLICE EQUIP CAROLYN BANKS	SOUTHERN POLICE EQUIP CAROLYN BANKS	CODE BLUE TODD METHVIN	CODE BLUE TODD METHVIN
BELT & ACCESSORIES							
11 DUTY BELT, ultra nylon duty belt, 2" W cordura, nylon duty belt, offers finished, precision stitched edging, belt features 4-layer laminate construction for rigidity and comfort and pro 3 triple retention buckle	\$ 20.97	\$ 419.40	\$ 20.00	\$ 400.00	\$ 22.13	\$ 442.60	\$ 25.00
12 BELT KEEPER, nylon web, package of 4, 4/pack	\$ 8.37	\$ 251.10	\$ 8.00	\$ 240.00	\$ 8.69	\$ 260.70	\$ 10.00
13 GLOVE CARRIER, nylon double latex glove carrier	\$ 8.37	\$ 167.40	\$ 8.00	\$ 160.00	\$ 8.69	\$ 173.80	\$ 10.00
14 HOLSTER, retention holster 170 SS III, it features a top snap thumb break middle finger release tab, patented molded ejection port or cylinder detent, and a decoy side strap, no holder in the world secures your weapon better, and though its extremely difficult for a suspect to unholster your weapon, you can draw your weapon in one quick, smooth movement, remarkably comfortable with its mid-ride belt position and slightly forward cant	\$ 150.00	\$ 4,500.00			\$ 137.16	\$ 4,114.80	\$ 160.00
15 DOUBLE HOLSTER, has both vertical and horizontal belt slots, giving you a choice of a regular or a low-profile position, a tension screw lets you adjust magazine retention, the span between pouches, plus the low cut, allows quick easy drawing, fits 2.25" (57mm) duty belt	\$ 35.00	\$ 1,050.00			\$ 25.16	\$ 754.80	\$ 42.00
16 RADIO CASE, universal case with swivel nylon	\$ 22.77	\$ 569.25	\$ 21.00	\$ 525.00	\$ 23.88	\$ 597.00	\$ 30.00
17 AMMUNITION, 40 S & W, 155 grain, hollowpoint, box of 50, cdi							
18 HANDCUFFS, standard, 20 locking positions, 10 oz., satin finish, heat treated carbon steel	\$ 23.00	\$ 575.00			\$ 21.16	\$ 529.00	\$ 25.00
19 HANDCUFF POUCH, standard top flap pouch, holds one pair of standard size hinged cuffs	\$ 30.00	\$ 750.00			\$ 23.13	\$ 578.25	\$ 34.00
20 HANDCUFF POUCH, nylon, single handcuff case	\$ 13.17	\$ 329.25	\$ 12.00	\$ 300.00	\$ 23.69	\$ 592.25	\$ 18.00
21 BATON, 21" ASP foam grip chrome expandable baton, ASP	\$ 73.95	\$ 739.50			\$ 65.00	\$ 650.00	\$ 75.00
PORTABLE RADIO ACCESSORIES							
22 HEAVY DUTY RECHARGEABLE BATTERIES, for the Kenwood TK480 two way radios							
23 ANTENNA REPLACEMENT, 800 mhz for Kenwood TK480 two way radios							
24 MICROPHONE, KMC25 lapel type for Kenwood TK480 two way radio							
TOTALS							

EXHIBIT

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
REFERENCE LIST

06/16/11

PAGE 1

11-162, POLICE UNIFORMS & ACCESSORIES

10	742229356	4747
A & L ATHLETICS		ALL VALLEY SCREENPRINTING
2208 PRIMEROSE BUILDING "O"		4308 N. 23RD
MCALLEN, TX 78504		MCALLEN, TX 78504
553	742609927	7857
C & S SAFETY SUPPLY		463-29-1434
P.O. BOX 4527		CODE 7 POLICE SUPPLY
820 EAST WHITEWING BLDG C		P.O. BOX 3532
MCALLEN, TX 78502		*PH DISC/FAX ALWAYS BUSY***
		MISSION, TX 78572
8680	17606776718	8722
CODE BLUE POLICE SUPPLY		CODE BLUE
9122 VIA ESPANA		5550 EASTEX FREEWAY, STE #L
SAN ANTONIO, TX 78245		BEAUMONT, TX 77708
9136		6591
DIEBOLD IDENX		74-2908909
3792 BOETTLER OAKS DR		DIRECT ACTION UNIFORMS
SUITE A		23246 PRAIRIE BIRD DRIVE
UNIONTOWN, OH 44685		**vendor deleted**???
		HOUSTON, TX 77373
1178		3863
GALL'S INC		22-2622902
2680 PALUMBO DRIVE		GLENDALE INDUSTRIES
LEXINGTON, KY 40509-1000		192 PARIS AVENUE
		NORTHVALE, NJ 07647-2016
4184	454786125	5263
GOTHA KOVERED		GREEN BERET
1203 HIDDEN VALLEY		2213 N. 10TH ST
lft msg/fx alwys busy*		MCALLEN, TX 78501
HOUSTON, TX 77088		
1995	74-2339528	3537
GT DISTRIBUTORS INC		14-1682637
2545 BROCKTON DRIVE		GUN PARTS CORPORATION
AUSTIN, TX 78758		P.O. BOX 299
		WEST HURLEY, NY 12491
7616		6453
LONE STAR UNIFORMS INC		74-3002148
8430 N SAM HOUSTON PKWY WEST		NARDIS PUBLIC SAFETY
HOUSTON, TX 77064		4818 I10 EAST
		SAN ANTONIO, TX 78219
8020	75-2177747	3888
NARDIS PUBLIC SAFETY		33-0673785
500 EAST MAIN ST.		PMI SUPPLY INC
KILGORE, TX 75662		2460 ASH STREET
		VISTA, CA 92081
6323		3077
POINT BLANK SOLUTIONS		95-3411214
2102 S.W. 2ND STREET		QUARTERMASTER UNIFORM
POMPANO BEACH, FL 33069		17600 FABRICA WAY
		CERRITOS, CA 90703-7015
7920		2251
SAFETY & SECURITY INTERNATIONA		74-2280153
1664 MALLORY LANE		SAFETY SUPPLY INC
PH BUSY ALWAYS/FAX DISCC*		12050 CROWNPOINT DRIVE
BRENTWOOD, TN 37027		SUITE #160
		SAN ANTONIO, TX 78233

EXHIBIT

11-162, POLICE UNIFORMS & ACCESSORIES

619	38-204198	9764
SATCO SUPPLY		SPIEWAK
441 OLD HIGHWAY 8 NW		463 SEVENTH AVE. 11TH FLOOR
SUITE #202		NEW YORK, NY 10018
ST. PAUL, MN 55112		

500	74-2880496	8021	20-0892327
STERLING'S PUBLIC SAFETY UNIFO		SUPPLY LINE USA	
2111 WEST AVENUE		5502 BURNHAM DRIVE	
SAN ANTONIO, TX 78201		CORPUS CHRISTI, TX 78413	

7948	203240786	1276	17414013887
TYLER UNIFORMS, INC.		UNIFORM CENTER	
228 S. ENGLEWOOD AVE.		515 SOUTH MAIN STREET	
TYLER, TX 75702		MCALLEN, TX 78501	

Vendors Printed: 28

APPROVAL OF RFP 09-133, AUDIT SERVICES, EXTERNAL, SECOND AND FINAL CONTRACT RENEWAL

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the final renewal for Audit Services, External which is indicated in the attached RFP evaluation as being the most favorable and advantageous to the District.

Rationale

Ms. Sylvia D. Garcia, Director of Finance 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 RFP's for Audit Services, External. The RFP opening was held at the Administration building on May 22, 2009 at 2:00 P.M. where five (5) proposals were received.

User Department

This item was requested by Ms. Sylvia Garcia, Director of Finance.

Budgetary Information

TOTAL AWARD RECOMMENDATION: \$31,000.00

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
199-41-6212-00-727-299000	Audit Services	31,000.00	0.00	0.00	31,000.00
TOTAL		31,000.00	0.00	0.00	31,000.00*

*Pending Board Approval of 2011-2012 School Year Budget.

Resource Personnel

Dr. René Gutiérrez
Amaro Tijerina

Dr. Rebecca Morrison
Jacqueline Kingnan

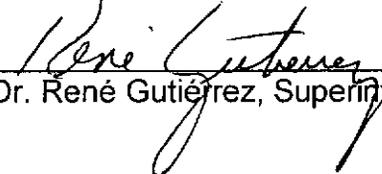
Sylvia D. Garcia

Board Policy Reference and Compliance

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

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 RFP Renewal
RFP 09-133, Audit Services, External, Second and Final Contract Renewal
June 28, 2011

1. **USER DEPARTMENT:** This RFP was requested by the Director of Finance. Ms. Sylvia Garcia will be present to answer any detailed questions regarding this RFP.
2. **TYPE OF RFP:** This is a term RFP beginning September 1, 2011 or soon thereafter and ending August 31, 2012.
3. **RFP EVALUATION:** This RFP was evaluated by a committee of Rigoberto V. Abrego, Sylvia D. Garcia, Amaro Tijerina, Oscar Silva and Patsy Gayken. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** Finance Department will prepare purchase orders following Board of Trustee approval.
5. **UNIT PRICES:** Prices are good for the term of the contract.
6. **AMOUNT SPENT LAST CONTRACT PERIOD:** **\$31,000.00**
7. **TOTAL AWARD RECOMMENDATION:**

VENDOR	AWARD RECOMMENDATION
Luis C. Orozco Certified Public Accountant 208 W. Ferguson, Unit 3 Suite 1 Pharr, TX 78577 PH: 956-782-5481 FAX: 956-782-5484	\$31,000.00
TOTAL AWARD RECOMMENDATION	\$31,000.00

EXHIBIT _____



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

May 25, 2011

Dear Mr Orozco;

FAX. 956-782-5484

REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
RFP 09-133, AUDIT SERVICES - EXTERNAL - 2ND AND FINAL CONTRACT
RENEWAL

Our original RFP specifications provided for an extension of the awarded contract if both parties
agreed in writing on the extension and if the unit prices, discounts, terms and conditions remained
the same as the cost for contract renewal. If accepted by the Edinburg CISD, the renewal contract
will start September 1, 2011 or soon thereafter and end August 31, 2012.

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

Please call ClauDina E. Longoria, Senior Buyer at 956-289-2311, Ext. 2135 or e-mail at
clongoria@ecisd.us if you have any questions regarding this contract.

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

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

Luis C Orozco, CPA
Company Name

[Handwritten Signature]

Approved for Renewal:

Edinburg CISD Date

EXHIBIT

APPROVAL OF RFP 11-130, READING INTERVENTION SOFTWARE

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the RFP for Reading Intervention for Federal Programs Department as being the most favorable and advantageous to the District.

Rationale

Administration sought competitive sealed RFP'S for Reading Intervention Software. The opening for the RFP was held at the Business Office Building on April 15, 2011 at 2:30 P.M. where two (2) proposals were received, opened, and read aloud. This reading intervention software strengthens brain processing and literacy skills to increase reading proficiency in students of all ages. It, also helps struggling students improve vocabulary, reading comprehensive, fluency, and memory. This product is designed to track the reading progress of students using a data management system that prescribes lessons designed to address a students' specific area of need. This comprehensive, research-based reading intervention program is being purchased for the students enrolled at the Hidalgo County Juvenile Detention Center and is part of the Texas Title 1 Priorities Schools grant for this campus.

User Department

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

Budgetary Information

Award Recommendation

\$49,959.00

Account	Description	Appropriation	Encumbrance	Expenditure	Balance
286-11-6399-00-040-128300	General Supplies	51,027.00	0.00	0.00	51,027.00
TOTAL		51,027.00	0.00	0.00	51,027.00

Resource Personnel

Dr. René Gutiérrez
Sylvia D. Garcia
Jacqueline Kingan

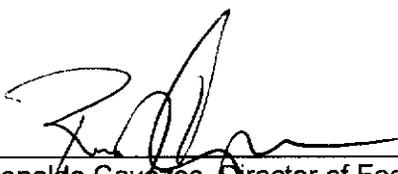
Dr. Rebecca Morrison
Ronaldo Cavazos

Maria Luisa Guerra
Amaro Tijerina

Board Policy Reference

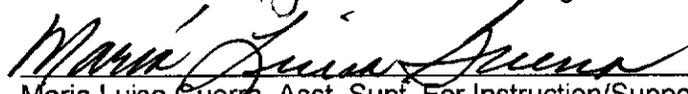
This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

Requested by:



Ronaldo Cavazos, Director of Federal Programs

Approved by:



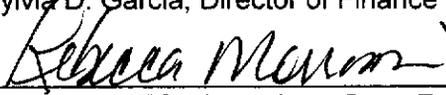
Maria Luisa Guerra, Asst. Supt. For Instruction/Support Serv.

Within Budgetary Allocations:



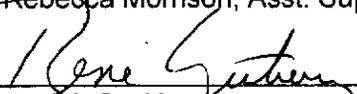
Sylvia D. Garcia, Director of Finance

Approved by:



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

Recommended by:



Dr. René Gutiérrez, Superintendent of Schools

EXHIBIT _____ PAGE(S) _____

**Notes for RFP Tabulation
RFP 11-130, Reading Intervention Software**

1. **USER DEPARTMENT:** This RFP was requested by the Federal Programs Department. Mr. Ronaldo Cavazos will be present to answer any questions regarding this bid.

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

2. **ORDERING INFORMATION:** Federal Programs Department will prepare purchase orders after the Board of Trustee approval.

3. **EVALUATION:** This RFP was evaluated by a committee of Ronaldo Cavazos, Director of Federal Programs, Susana M. Aguilar, Edinburg Academy, and Pat Escamilla, III, Migrant Coordinator.

4. **NEGOTIATION:** The original price was negotiated from \$78,500.00 to the awarded price of \$49,959.00.

5. **RFP AWARD RECOMMENDATION:**

VENDOR	AWARD RECOMMENDATION
Scientific Learning 300 Frank H. Ogawa Plaza, Suite 600 Oakland, CA 94612 Contact: Cheryl Leatherbury PH: 888-665-9707 FAX: 510-444-3580	\$49,959.00
TOTAL AWARD RECOMMENDATION	\$49,959.00

TABULATION OF RFP 11-130, READING INTERVENTION SOFTWARE

DESCRIPTION	READING NATURALLY, INC.	SCIENTIFIC LEARNING CORPORATION
Cost of Software Program	District server license \$1,000.00 Each level costs \$399.00	\$63,900.00
Cost of Training	\$2,400.00 + travel expenses for presenter (see other optiond)	\$8,600.00
Cost of Technical Support	Free for 1 st year \$349.00 year after for deluxe support	\$2,500.00
Cost for Product Enhancements and updates	Updates available on line at no cost	\$3,500.00
TOTAL COST FOR PROGRAM	\$8,936.00 Check out all notes on bids	\$78,500.00 Negotiated Price \$49,959.00
		AWARD RECOMMENDATION

POINTS	READ NATURALLY, INC	SCIENTIFIC LEARNING CORPORATION
Proposed price of Total Program (Points 35)	25	20
Support, Service & Staffing (Points 20)	5	20
Training & Support (Points 20)	10	20
Vendors past performance with similar projects (Points 15)	5	15
Proposed Software Meeting the ECISD overall needs & requirements (Points 10)	2	10
TOTAL POINTS	47	85

EXHIBIT _____

May 31, 2011 Revised Quote
Edinburg Consolidated ISD
TTIPS School Quote

		Fast ForWord and Reading Assistant Solution
TOTAL PRICE		\$49,959.00
TYPE OF LICENSES		Combined Subscription & Perpetual
Number of Site Licenses		1 Site
Number of Per Student Licenses		Unlimited
PRODUCTS:		
Fast ForWord Subscription (Two Year Agreement) All Fast ForWord products are available and accessible through Enterprise, our NEW centralized, district hosted, and web-enabled management system.	Full Site Subscription Agreement	
RAEE High School Software Pack – (Perpetual License) Reading Assistant Expanded Edition - 6-8 Reading Assistant Expanded Edition - 9-12 <small>Reading Assistant will still be accessible through Enterprise.</small>	Full Site Perpetual Agreement	
Reading Assistant/Fast ForWord Headsets with USB Adapter	30 Head Sets Included	
SUPPORT SERVICES*:		
RAEE Only Service includes; Technical Support, & Reporting Bundle, Reading Assistant Support, Virtual Academy; Implementing the Reading Products Progress Tracker System with Reading Progress Indicator	Included for two years	
On Site Service Day(s)	2 days Included	
Web Based Training	6 Sessions Included	
<ol style="list-style-type: none"> 1. Pricing and terms in effect for 60 days from: 5/31/2011 2. Support Services are included with subscription pricing. Reading Assistant is \$1,000 annually starting year 3. 3. Additional on-site service days may be purchased at \$2,150 per day. 4. Additional web based training is \$1,250 for three 2 hour sessions. <p>FOR FULL SITE SUBSCRIPTION LICENSES ONLY: If Customer purchases under the terms of this Cost Proposal no later than <i>(same date as valid thru date on CP)</i>, then the Customer may credit a portion of the price Customer pays for software license under this proposal against the purchase price for a full site perpetual license that includes the same products(s) and site(s), so long as the perpetual full site conversion is completed within 6 months after the license start date for the licenses described here. The portion credited is 100% for purchases in the first 3 months and 50% in months 4 through 6. The credit will be governed by the terms of the subscription purchase.</p>		

This preliminary proposal is intended only as a basis for discussions. Prior to any purchase, Scientific Learning Corporation will provide a Final Proposal or Purchase Agreement for acceptance by the customer. All purchases are subject to the terms and conditions at www.scilearn.com/terms.

By: Salomon Molina, Account Manager, Scientific Learning Corporation, 915-227-6082

11-130, READING INTERVENTION SOFTWARE

9844 BACKBONE COMMUNICATIONS 5025 NORTH CENTRAL AVE SUITE 422 PHOENIX, AZ 85012	9598 DESTINY LEARNING 805 LAS CIMAS PARKWAY SUITE 240-B AUSTIN, TX 78746
4082 16-1736069 DYNASTUDY, INC P.O. BOX 1767 LEAGUE CITY, TX 77574-1767	2039 91-0858263 EDMARK CORPORATION 3800 GOLF ROAD ROLLING MEADOWS, IL 60008
2154 77-0288365 EDUCAIDE SOFTWARE P.O. BOX 1048 VALLEJO, CA 94590	724 01-0549174 EDUCATIONAL RESOURCES INC. 1550 EXECUTIVE DRIVE ELGIN, IL 60123
2888 362369161 FOLLETT EDUCATIONAL SERVICES 1433 INTERNATIONAL PARKWAY WOODRIDGE, IL 60517	8357 LEAP FROG SCHOOLHOUSE Div OF LEAPFROG ENTER. 6401 HOLLIS ST., SUITE #150 EMERYVILLE, CA 94608-1071
5420 LEARNING RESOURCES 380 N. FAIRWAY DRIVE VERNON HILLS, IL 60061	5942 74-2750051 LEARNING ZONE 4250 S ALAMEDA CORPUS CHRISTI, TX 78412
8120 MACMILLAN MCGRAW-HILL 9041 GARDEN RIDGE DR SAN ANTONIO, TX 78266	9117 MERIT SOFTWARE 121 WEST 27TH STREET SUITE 603 NEW YORK, NY 10001
8853 NATIONAL EDUCATIONAL SYSTEMS 6333 DE ZAVALA RD SUITE #106 SAN ANTONIO, TX 78249	4061 41-1849426 READ NATURALLY, INC 2945 LONE OAK DR #190 ST. PAUL, MN 55121
487 39-1559474 RENAISSANCE LEARNING INC P.O. BOX 8036 WISCONSIN RAPIDS, WI 54495-803	9843 SCHOLASTIC READ 180 SALES 300 MADISEN DRIVE, SUITE 102 BLOOMINGDALE, IL 60108
6106 94-3234458 SCIENTIFIC LEARNING CORP. 300 FRANK H. OGAWA PLAZA SUITE #600 OAKLAND, CA 94612-2040	8884 26-4455334 SCIENTIFIC MINDS, LLC 9215 FM 1130 ORANGE, TX 77632
2666 56-1738100 SOFTWARE EXPRESS INC 4128 SOUTH BLVD SUITE A CHARLOTTE, NC 28209-2643	9842 SOUND READING SOLUTIONS 379 TURKEY HILL ROAD ITHACA, NY 14850
9113 STUDY ISLAND 3400 CARLISLE STREET SUITE 345 DALLAS, TX 785204	7149 TEACHERS' CURRICULUM INSTITUTE TCI SERVICE CENTER PO BOX 1327 RANCH CORDOVA, CA 95741

11-130, READING INTERVENTION SOFTWARE

4385	74-2900820	9616
TEACHING INNOVATIONS, INC		TECHNOLOGY FOR EDUCATION
411 BRAZOS ST #99		4131 OLD SIBLEY MEMORIAL HWY
unable to updatec-notes**		SUITE 200
AUSTIN, TX 78701-3608		EAGAN, MN 55122-1946

Vendors Printed: 24

APPROVAL OF RFQ 09-126, BUS DRIVER PHYSICAL EXAMS & TB TESTING, SECOND AND FINAL CONTRACT RENEWAL

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the RFQ is final renewal for Bus Driver Physical Exams & TB Testing for the Transportation Department which is indicated in the attached RFQ tabulation as being the most favorable and advantageous to the District.

Rationale

The Department of Transportation (DOT) requires that an employee take a physical examination and pre-employment drug test (drug tests are being done through a separate company) prior to driving a school bus.

The administration sought Requests for Statement of Qualifications for Bus Drivers Physical Exam & TB Testing. All Statement of Qualifications were received at the Business Office Building on May 4, 2009 @ 3:00 p.m., where four (4) proposals were received.

User Department

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

Budgetary Information

Estimated award Recommendation \$15,000.00

Account	Appropriation	Encumbrance	Expenditure	Balance
199-34-6217-63-939-199-000	82,000.00	40,153.00	24,847.00	17,000.00
TOTAL	82,000.00	40,153.00	24,847.00	17,000.00*

* Department will expense the account up to the available funding for the current fiscal year and will be appropriating funds for the 2011-2012 school year which is to follow after board approval.

Resource Personnel

Dr. René Gutiérrez
Rudy Zamora
Soledad Schuller

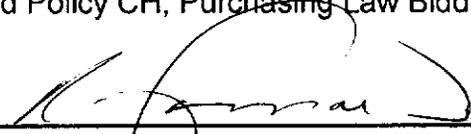
Dr. Rebecca Morisson
Mario H. Salinas

Sylvia D. Garcia
Amaro Tijerina

Board Policy Reference

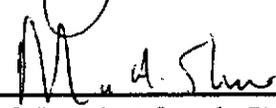
This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

Prepared by:



Rudy Zamora, Director of Transportation

Approved by:



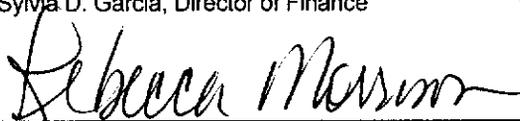
Mario H. Salinas, Asst. Supt. for District Administration

Within Budgetary Allocations:



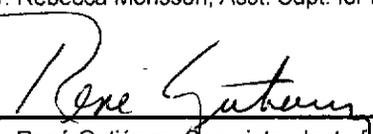
Sylvia D. Garcia, Director of Finance

Approved by:



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

Recommended by:



Dr. René Gutiérrez, Superintendent of Schools

EXHIBIT _____ PAGE(S) _____

NOTES FOR RFQ TABULATION
RFQ 09-126, BUS DRIVER PHYSICAL EXAMS & TB TESTING
SECOND AND FINAL RENEWAL
June 28, 2011

1. **USER DEPARTMENT:** This RFQ was requested by the Transportation Department. Mr. Rudy Zamora will be present to answer any detailed questions regarding this RFQ.
2. **TYPE OF RFQ:** This is a term RFQ beginning July 12, 2011 through June 30, 2012. There will be no price increase allowed for the duration of the contract and the specifications will be flexible based on the price herein. This will be the final renewal for this contract.
3. **RFQ EVALUATION:** This was evaluated by a committee consisting of Rudy Zamora, Mary Alice Ponce, Jose J. Lira, Jaime Castillo, Osbaldo Garza, Rafael Posada, Antonio Nieto, Jr., and Jaime Alcoser. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** Transportation Department will prepare purchase orders following Board of Trustee RFQ approval.
5. **UNIT PRICES:** Prices are good for the term of the contract.
6. **APPROXIMATE AMOUNT SPENT LAST YEAR:** **\$15,000.00**
7. **ESTIMATED AWARD RECOMMENDATION:** **\$15,000.00**

Edinburg Medical Center, Inc.
Ben L. Garza, M.D.

8. RFQ EVALUATION NOTES:

- A - Award recommendation to the most advantageous bidder.
- **Estimated total is based on 200 employees @ \$68.00 per employee.
- **\$10.00 for TB is not included, this is only for employees that required the test.
- ** (only new employees to the District will required this test)

Edinburg Medical Center, Inc.
 Ben L. Garza, M.D.
 Rolando Yarritu, M.D.
 1200 South 10th Street
 Edinburg, TX 78539
 PH: 956-383-2761
 FX: 956-380-4022

Physical:	\$45.00
Audio	\$10.00
Vision	\$10.00
UA	\$ 3.00
TOTAL	<u>\$68.00</u>
 TB SkinTest:	 \$10.00



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



April 19, 2011

Dear Edinburg Medical Center, Inc;

FAX: 956-380-4022

**REF: REQUEST FOR INFORMATION - FOR CONTRACT RENEWAL
 RFQ 09-126, BUS DRIVER PHYSICAL EXAMS & TB TESTING-SECOND AND
 FINAL RENEWAL**

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 year. *If your renewal extension is accepted by the Edinburg CISD, this form will be signed and faxed back to your company to notify you of the renewed contract. The Edinburg CISD reserves the right to accept or reject the renewal of this contract and to bid out a new contract.*

Please call Soledad Schuller, Buyer at 956-289-2311, Ext. 2138 or e-mail me at s.schuller@ecisd.us if you have any questions regarding this contract.

YES: *[Signature]* per original discounts, terms, conditions.
 Rolando Yarritu, M.D.

YES: *[Signature]* per original discounts, terms, and conditions.
 Vendor Signature Ben L. Garza, M.D.

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

Edinburg Medical Center, Inc.

 Company Name

Approved for Renewal:

 Edinburg CISD

 Date

EXHIBIT _____



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



MEMORANDUM

Date: April 5, 2011
 TO: Rudy Zamora, Director of Transportation
 FROM: Soledad Schuller, Buyer

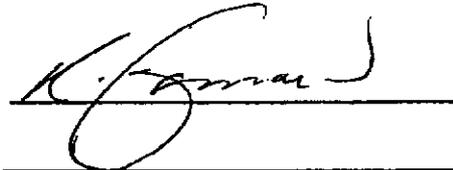
SUBJECT: RENEWAL OF RFQ 09-126, BUS DRIVER PHYSICAL EXAMS & TB TESTING-SECOND YEAR RENEWAL

There is an option to renew the above mentioned bid. Attached is the detailed information on the state contract. I have attached the new contract for your review.

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

THANK YOU!

Yes, I want to renew:



No, I don't want to renew:

Reason why you don't want to renew:

Thank you.

Nondiscrimination Statement

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

EXHIBIT _____

APPROVAL OF QUOTE 11-197, ON-LINE CHARACTER EDUCATION PROGRAM

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the quote for On-Line Character Education Program as requested by the Federal Program and Guidance Services Department as being the most favorable and advantageous to the District.

Rationale

Administration sought faxed quotes for On-Line Character Education Program. Quote opening was held at the Business Office Building on June 8, 2011 at 2:00 P.M., where two (2) proposals were received. The Guidance Services and Federal Program Departments are requesting approval to purchase the Project Wisdom character education program for all elementary and secondary campuses. This program provides resources to teachers and principals through an on-line website that are used to provide character education lessons to students. These lessons are designed to help address inappropriate behavior, teasing, bullying, cyber-bullying, and anti-social networking should raise awareness in students on the consequences of such actions. These lessons should also, help students improve their social competencies, reduce discipline referrals, and improve their academic performance thereby promoting a more well-rounded and positive life-long learner. Implemented correctly, Project Wisdom should improve the overall climate of the school and improve staff morale.

User Department

This item was requested by Mr. Ronaldo Cavazos, Director of Federal Programs Department and Mrs. Janie Fong, Coordinator of Guidance Services/Drug Intervention Programs.

Budgetary Information

Award Recommendation \$21,607.00

Account	Description	Appropriation	Encumbrance	Expenditure	Balance
204-31-6399-00-999-199000	General Supplies	29,143.00	0.00	8,633.99	20,509.01
161-11-6399-00-999-130000	General Supplies	310,517.00	8,978.00	190,552.01	110,986.99
TOTAL		339,660.00	8,978.00	199,186.00	131,496.00

Resource Personnel

Dr. René Gutiérrez
Sylvia D. Garcia
Amaro Tijerina

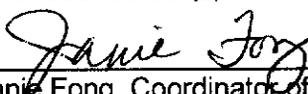
Dr. Rebecca Morrison
Ronaldo Cavazos
Jacqueline Kingan

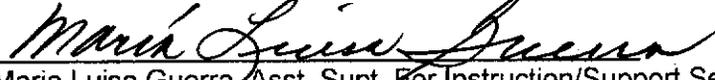
Maria Luisa Guerra
Janie Fong

Board Policy Reference

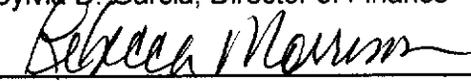
This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

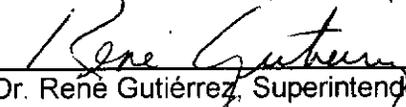
Requested by: 
 Ronaldo Cavazos, Director of Federal Programs


 Janie Fong, Coordinator of Guidance Serv./Drug Inter. Prog.

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 Quote Tabulation
Quote 11-197, On-Line Character Education Program
June 28, 2011

1. **USER DEPARTMENT:** This quote was requested by the Federal Programs and Guidance Service Departments. Mr. Ronaldo Cavazos and Mrs. Janie Fong will be present to answer any questions regarding this quote.
2. **TYPE OF QUOTE:** This is one time purchase.
3. **ORDERING INFORMATION:** Federal Programs Department will prepare purchase orders after the Board of Trustee approval.
4. **QUOTE AWARD RECOMMENDATION:**

VENDOR	ESTIMATED AWARD RECOMMENDATION
Project Wisdom, Inc. 4747 Bellaire Blvd. #132 Bellaire, TX 77401 Contact: Kathy Guenther PH: 800-884-4974 FAX: 713-664-6944	\$21,607.00
TOTAL AWARD RECOMMENDATION	\$21,607.00

TABULATION OF QUOTE 11-197
ON-LINE CHARACTER EDUCATION PROGRAM

		PROJECT WISDOM, INC			LIVE WIRE MEDIA		
ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	
1	Elementary Series (Guidance Dept. included)	32			The Six Pillars of Character Getting Along with Groark You Can Choose	359.50 229.50 549.50	11,504.00 7,344.00 17,584.00
2	Elementary Licenses for On-Line access (Guidance Dept. included)	32	527.00	16,864.00	Included		
3	Middle School Series (Guidance Dept. included)	7			The Character Chronicles Character Journal Interactive Wise Lives Curriculum Wisdom for Life Curriculum Big Changes, Big Choices	359.50 495.00 95.00 95.00 699.50	2,516.50 3,465.00 665.00 665.00 4,895.50
4	Middle School Licenses for On-Line access (Guidance Dept. included)	7	527.00	3,689.00	Included		
5	High School Series (Guidance Dept. included)	5			In Search of Character Wise Lives Curriculum Wisdom for Life Curriculum	649.50 95.00 95.00	3,247.50 475.00 475.00
6	High School Licenses for On-Line access (Guidance Dept. included)	5	527.00	2,635.00			Included
Complimentary subscriptions for district for each grade level (3)				-1,581.00			N/A
GRAND TOTAL				21,607.00			52,837.50
				AWARD RECOMMENDATION			

NOTES: Project Wisdom, Inc: These prices include a 12% district discount

11-197, ON-LINE CHARACTER EDUCATION PROG

9873
INTERNET 4 CLASSROOMS

9875
JOSEPHSON INSTITUTE/CHARACTER
COUNTS
9841 AIRPORT BLVD. #300
LOS ANGELES, CA 90045

9871
LIVE WIRE MEDIA
273 NINTH STREET
SAN FRANCISCO, CA 94103

9872
MARCO PRODUCTS
1443 OLD YORK ROAD
WARMINSTER, PA 18974

755
PROJECT WISDOM
4747 BELLAIRE BLVD
SUITE #132
BELLAIRE, TX 77401

4991 13-4125483
WIRELESS GENERATION INC.
55 WASHINGTON STREET
SUITE #900
BROOKLYN, NY 11201-1071

9874
WISE SKILLS
149 JOSEPHINE STREET, SUITE B
SANTA CRUZ, CA 95060

Vendors Printed: 7

APPROVAL TO PURCHASE THE TANDBERG VIDEO COMMUNICATION SERVER AND SOFTWARE

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to approve the lowest State of Texas Department of Information Resource quote and approve the purchase of the Tandberg Video Communication Server and Software for use with District-wide Tandberg Video Conferencing equipment. The DIR quoted price is indicated in the attached quote.

Rationale

The Tandberg Video Communication Server and software requested in this agenda will be used to centrally manage the existing 36 Tandberg Video Conferencing Units purchased and installed for Erate 10-FY 2007 as well as the additional 38 Tandberg Video Conferencing Units to be purchased for Erate 11-FY 2008. The server and software will be used to schedule, manage, monitor, and troubleshoot multiple District-wide video conference sessions concurrently.

The DIR Program was established under Chapter 2054, Texas Education Code. DIR is a cooperative contract program that provides a channel for procurement of Information Technology Resources through the State of Texas Department of Information Resources. It enables government entities to pool their purchasing power to drive down IT costs.

The State of Texas has awarded Insight Networking a contract which is available to the District. The Tandberg VCS was an approved capital outlay budget item for 2010-2011.

User Department

This item was requested by Eduardo J. Moreno from the Technology Department.

Budgetary Information

AWARD RECOMMENDATION: \$37,549.18

Account	Appropriation	Encumbrance	Expenditure	Balance
199-11-6397-52-889-111-045	112,000.00	0.00	69,290.52	42,709.48
TOTAL	112,000.00	0.00	69,290.52	42,709.48

Resource Personnel

Dr. René Gutiérrez	Mario Salinas	Amaro Tijerina
Dr. Rebecca Morrison	Eduardo J. Moreno	Claudina E. Longoria
Sylvia D. Garcia		

Board Policy Reference

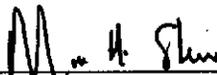
This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

Prepared by:



Eduardo J. Moreno, Director of Technology

Approved by:



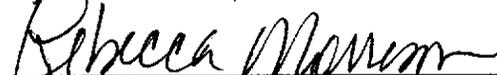
Mario Salinas, Asst. Supt. for District Administration

Within Budgetary Allocations:



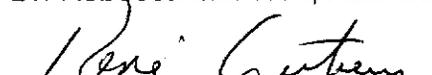
Sylvia D. Garcia, Director of Finance

Approved by:



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

Recommended by:



Dr. René Gutiérrez, Superintendent of Schools

Notes for Bid Tabulation
PURCHASE THE TANDBERG VIDEO COMMUNICATION SERVER AND SOFTWARE
June 28, 2011

1. **USER DEPARTMENT:** This quote was requested by the Technology Department. Mr. Eduardo J. Moreno will be present to answer any detailed questions regarding this bid.
2. **TYPE OF QUOTE:** This quote is one-time purchase.
3. **QUOTE EVALUATION:** This quote was evaluated by Jerry Garza and Joseph Chen. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** Technology Department will prepare the purchase order following the Board of Trustees approval.
5. **AMOUNT SPENT LAST YEAR:** None purchased last year.
6. **TOTAL AWARD RECOMMENDATION**

COMPANY NAME	TOTAL AMOUNT
Calence, LLC dba Insight Networking 6820 South Harl Avenue Tempe, AZ 85283 CONTACT: Steve Capps PH: 956-266-3867 FX 512-691-9480	\$37,549.18

EXHIBIT _____

Calence, LLC dba Insight Networking
 6820 South Hari Avenue
 Tempe, A 85283



Acct Executive : Steve Capps
 Phone: 956.266.3867
 steven.capps@insight.com

Design Associate: Ubilia Fields
 Phone: 512-382-4450
 Fax: 512-691-9480
 ubilia.fields@insight.com

DIR Contract# DIR-SDD-838

Sales Quote: Q-160702
 Date: 6/7/2011
 Buyer: Edinburg CISD
 Name: Joseph Chen
 Phone: 956-289-2325
 Email: j.chen@ecisd.us

Part Number	Description	Quantity	List Price	Discount	Unit Price	Extended Price
VCS Control	VCS Control And Expressway	1	\$ 12,360.00	46.00%	\$ 6,674.40	\$ 6,674.40
CTI-VCS-BASE-K9	112981 Pwr Cord US 1.8m Black YP-12 To YC-12	1	\$ -	46.00%	\$ -	\$ -
PWR-CORD-US-A	Software Image For VCS With Encryption, Version X6	1	\$ -	46.00%	\$ -	\$ -
SW-VCS-6.X-K9	Video Comm Server, 20 Add Non-traversal Network Calls	1	\$ 14,160.00	46.00%	\$ 7,646.40	\$ 7,646.40
LIC-VCS-20	Video Comm Server 50 Add Non-traversal Network Calls	1	\$ 31,920.00	46.00%	\$ 17,236.80	\$ 17,236.80
LIC-VCS-50	Software release key with Encryption, Version X6	1	\$ -	46.00%	\$ -	\$ -
LIC-VCS-6.X-K9	Enable Device Provisioning, Free, VCS Control ONLY	1	\$ -	46.00%	\$ -	\$ -
LIC-VCS-DEVPROV	Enable GW Feature (H323-SIP)	1	\$ -	46.00%	\$ -	\$ -
LIC-VCS-GW	Video Communication Server - 100 Traversal Calls	1	\$ -	46.00%	\$ -	\$ -
LIC-VCSE-100	ESS WITH 8X5XNBD VCS 10 1163402, B116350x300, B116355Y50	1	\$ 1,236.00	30.50%	\$ 859.02	\$ 859.02
CON-ECDN-CTIVCSBS	ESS WITH 8X5XNBD VCS, 20 Add Non-traversal Ntwk Calls	1	\$ 1,416.00	30.50%	\$ 984.12	\$ 984.12
CON-ECDN-LICVCS20	ESS WITH 8X5XNBD VCS 50 Add Non-traversal Ntwk Calls	1	\$ 3,192.00	30.50%	\$ 2,218.44	\$ 2,218.44
CON-ECDN-LICVCS50	Installation & configuration of quoted equipment.	1	na	na	\$ -	\$ 1,930.00
Installation						
Total:						\$ 37,549.18

Sales Quote is valid for 30 days

TOTAL \$ 37,549.18

TERMS AND CONDITIONS

Transaction is governed by the applicable contract between Calence, LLC dba Insight Networking and the Texas Department of Information Resources Pursuant to that contract, the warranties and disclaimers located at the following URL apply to this transaction: www.insight.com/pages/legal.web#
 The above referenced contract and warranties and disclaimers are hereby incorporated herein by this reference.
 CALENCE, LLC DBA INSIGHT NETWORKING SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT OR COMMUNICATION (A 'PURCHASE ORDER'). BY ORDERING ANY OF THE ITEMS IDENTIFIED HEREIN, CUSTOMER AGREES THAT ANY ADDITIONAL TERMS CONTAINED IN A PURCHASE ORDER SHALL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND SPECIFICALLY THAT THE TERMS AND CONDITIONS CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE SHALL SUPERSEDE ANY CONFLICTING, CONTRARY, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER.

EXHIBIT _____

**APPROVAL OF THE CONTRACTED SERVICE AGREEMENT WITH
MICHAEL K. SLOAN FOR TUTORING SERVICES FOR J. ECONOMEDES HIGH
SCHOOL FINE ARTS STUDENTS**

Superintendent's Recommendation

That the Board of Trustees approve the contracted service agreement with Michael K. Sloan for tutoring services for J. Economedes High School Fine Arts students.

Rationale

Mr. Sloan provides guitar instruction and tutoring, through video, for the colorguard classes at J.Economedes High School. He teaches and evaluates, through video, fundamentals, advanced flag and rifles techniques and dance to forty fine arts (colorguard) students whose skills range from beginner to advanced. He also tutors, through video, students individually and in groups. Mr. Sloan brings professional performance experience into the classroom from his many years performing around the world. He has been a consultant for JEHS for the last two years.

Connections to the District Plan: Goal Area I: Academic Excellence

The 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.

Fine Arts—Initiative VI: The district will implement a K-12 Fine Arts Education Program.

Paperwork Impact

No additional paperwork will be generated.

Budgetary Information

Fine Arts Department has paid Michael K. Sloan a total of \$4950 for consultant services beginning 2010-2011 school year.

J. Economedes HS requests an additional amount of \$4000 for consultant services.

June-July, 2011

Grand Total: \$4,000

Account	Description	Appro.	Encum.	Expen.	Bal.
166-36-6219-F9-002-199000	Other Professional Svcs.	4000.00		0	4000.00

Resource Personnel

Dr. Rene Gutierrez, Superintendent of Schools

Maria Luisa Guerra, Assistant Superintendent for Instruction/Support Services

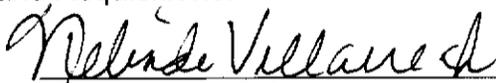
Nelinda Villarreal, Director of Fine Arts

Gloria C. Rivera, J. Economedes High School Principal

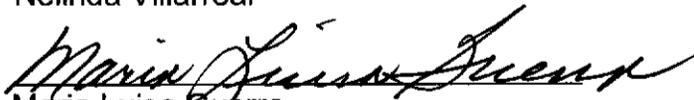
Board Policy Reference and Compliance

This is in accordance with Board Policy EEL (Local): Contracting for instruction with outside agencies and CH Purchasing and Acquisitions.

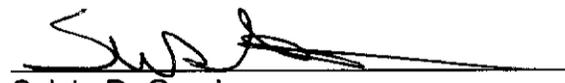
Prepared by:


Nelinda Villarreal

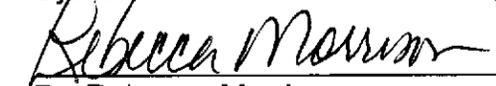
Approved by:


Maria Luisa Guerra

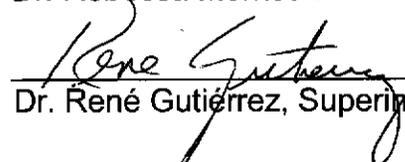
Within Budgetary Allocation:


Sylvia D. Garcia

Finance Department Approval:


Dr. Rebecca Morrison

Recommended by:


Dr. René Gutierrez, Superintendent of Schools

CONTRACTED SERVICE AGREEMENT

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

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

Agency shall pay contractor a fee of \$ 4000.00 for services and related expenses. *

Approved and accepted by Contractor this 30 day of April 2011.

Michael K Sloan
Contractor's Signature

Contractor's Name: Michael K Sloan

Address: 1125 Keown way City: Kellen State: TX Zip Code: 76248

Social Security: 71103 Contract Period From: 4/23/11 to 7/10/11

Scope of Work: Consultant - Colonguard No Student Contact - Video Clinic for week long FHS Camp

Amount of Fee: \$4000.00

Funding Account Number: 166-36-6819-F9-002-199000

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

FOR CONTRACTS OVER \$10,000

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

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

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

Nondiscrimination Statement

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

White - Vendor

Yellow - Originator

Pink - Accounts Payable

EXHIBIT _____

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.

Secondary AVID 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.

Elementary AVID campuses are Cano Gonzalez, Canterbury, Cavazos, Esparza, Hargill, JFK, and Travis Elementary. These campuses will utilize Michael & Susan Dell Foundation Grant 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.

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	2,915	0	0	2,915
JEHS	161-11-6495.00-002-230	Membership/License	2,915	0	0	2,915
ENHS	161-11-6495.00-003-230	Fee per	2,915	0	0	2,915
HMS	161-11-6495.00-047-230	School Site	2,915	0	0	2,915
MMS	161-11-6495.00-045-230		2,915	0	0	2,915
SMS	161-11-6495.00-044-230		2,915	0	0	2,915
BMS	161-11-6495.00-046-230		2,915	0	0	2,915
BLGMS	161-11-6495.00-043-230		2,915	0	0	2,915
LMS	161-11-6495.00-048-230		2,915	0	0	2,915
TOTAL			26,235	0	0	26,235
Cano Gonzalez	161-11-6495.00-122-230	AVID Elementary	2,090	0	0	2,090
Canterbury	161-11-6495.00-114-230	Membership/License	2,090	0	0	2,090
Cavazos	161-11-6495.00-123-230	Fee per	2,090	0	0	2,090
Esparza	161-11-6495.00-127-230	School Site	2,090	0	0	2,090
Hargill	161-11-6495.00-103-230		2,090	0	0	2,090
JFK	161-11-6495.00-121-230		2,090	0	0	2,090
Travis	161-11-6495.00-111-230		2,090	0	0	2,090
TOTAL			14,630	0	0	14,630
TOTAL MEMBERSHIP PRICE			40,865	0	0	40,865

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
- Thelma Rodriguez, Principal, Cano Gonzalez Elementary School
- Dahlia Z. Guzman, Principal, Canterbury Elementary School
- Sandra E. Guerra, Principal, Cavazos Elementary School
- Ernestina E. Cano, Principal, Esparza Elementary School
- Diane Willis, Principal, Hargill Elementary School
- Rosa Gonzalez, Principal, J.F.K. Elementary School
- Edna Olivarez, Principal, Travis Elementary 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



Attachment A

AVID Implementation Pricing Schedule:

1. School System:

Legal Name of Entity: Edinburg Consolidated Independent School District
Federal Employer ID #: 74-6000715
District NCES #: 4818180

2. Term of Agreement: July 1, 2011 to June 30, 2012

3. Agreement Processing and Billing Procedures:

AVID Center will invoice per this Agreement upon the execution date. Membership, Curriculum Library, Summer Institute, District Director Professional Development Services, 4 Pillars Training, Elementary District Liaison Professional Development Services, and Elementary District Visitation Days prices are non-refundable and not subject to pro-rating.

Contact for Contracts: Santa T. Alvarado
Title: ECISD Area Director
District Name: Edinburg Consolidated Independent School District
Business Address: 411 No. 8
City, State, Zip Code, Country: Edinburg, TX, 78540, USA
Telephone: 956-289-2300
E-Mail: s.alvarado@ecisd.us

Billing Contact: Santa T. Alvarado
Title: ECISD Area Director
District Name: Edinburg Consolidated Independent School District
Business Address: 411 No. 8
City, State, Zip Code, Country: Edinburg, TX, 78540, USA
Telephone: 956-289-2300
E-Mail: s.alvarado@ecisd.us

4. District Director:

AVID District Director (DD):	Santa T. Alvarado
Title:	ECISD Area Director
District Name:	Edinburg Consolidated Independent School District
Business Address:	411 No. 8
City, State, Zip Code, Country:	Edinburg, TX, 78540, USA
Telephone:	956-289-2300
E-mail:	s.alvarado@ecisd.us

5. Elementary District Liaison:

AVID Elementary District Liaison (EDL):	Arminda Lozano
Title:	College Readiness Supervisor
District Name:	Edinburg Consolidated Independent School District
Business Address:	1317 S. 7th Ave
City, State, Zip Code, Country:	Edinburg, TX, 78539, USA
Telephone:	956-289-2422
E-mail:	a.lozano@ecisd.us

6. Member Schools:

School System will offer the AVID program in sixteen (16) total school(s) during the 2011 - 2012 school year.

School Name	Grades AVID Program Implemented	Program Name	Site Status
B L Garza Middle School	7, 8	Secondary	Existing
Barrientes Middle School	7, 8	Secondary	Existing
Cano/Gonzalez Elementary	4, 5	Elementary	New
Canterbury Elementary	4, 5	Elementary	New
Cayetano Cavazos Elementary	4, 5	Elementary	New
Dr. Tomas Esparza Elementary	4, 5	Elementary	New
Economedes High School	9, 10, 11, 12	Secondary	Existing
Edinburg High School	9, 10, 11, 12	Secondary	Existing
Edinburg North High School	9, 10, 11, 12	Secondary	Existing
Hargill Elementary	4, 5	Elementary	New
Harwell Middle School	7, 8	Secondary	Existing
John F Kennedy Elementary	4, 5	Elementary	New
Longoria Middle School	7, 8	Secondary	New
Memorial Middle School	7, 8	Secondary	Existing
South Middle School	7, 8	Secondary	Existing
Travis Elementary	4, 5	Elementary	New

Subtotal Schools

Elementary	7
Secondary	9
Total Schools:	16

7. Membership:

School System agrees to pay an annual membership/license fee to AVID Center according to the following international schedule based on the total number of schools in School System's AVID Program.

# of Schools	AVID Secondary Membership/License Fee per School Site	AVID Elementary Membership/License Fee per School Site
1 to 9	\$3,195.00	\$2,090.00
10 to 19	\$2,915.00	\$2,090.00
20 to 29	\$2,650.00	\$2,090.00
30 to 39	\$2,010.00	\$1,995.00
40 to 59	\$1,870.00	\$1,860.00
60 to 79	\$1,870.00	\$1,860.00
80 to 99	\$1,740.00	\$1,730.00
100 to 119	\$1,740.00	\$1,730.00
120 to 159	\$1,690.00	\$1,680.00

Nine (9) Secondary school(s) x \$2,915.00 =	\$26,235.00
Seven (7) Elementary school(s) x \$2,090.00 =	\$14,630.00
Total Membership Price =	\$40,865.00

8. Curriculum Library:

The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library--Middle Level, High School, Elementary Foundations, or Elementary Bridges--consists of a set of AVID publications and materials, including but not limited to teacher resource books, CDs, and posters.

One (1) Middle School library(ies) X \$4,370 =	\$4,370.00
Shipping @ 9.00% (UPS Ground) =	\$393.30
Seven (7) Elementary Foundations library(ies) X \$315 =	\$2,205.00
One (1) Elementary Foundations Library(ies) for EDL X \$315 =	\$315.00
Shipping @ 12.00% (UPS Ground) =	\$302.40
Total Curriculum Library Price =	\$7,585.70

AVID Center will ship curriculum libraries in accordance to Section 2.6 of the Terms and Conditions.

Shipping Address:

Requested Delivery Date:	September 09, 2011
Attn:	Thelma Rodriguez
Location (school or district):	Cano/Gonzalez Elementary
Address:	1701 S. Raul Longoria
City, State, Zip Code, Country:	Edinburg, TX, 78539, USA
Telephone:	956-289-2380
Curriculum Library Type:	Foundations (1)

Requested Delivery Date:	September 09, 2011
Attn:	Dahlia Guzman
Location (school or district):	Canterbury Elementary
Address:	2821 W. Canton Rd.
City, State, Zip Code, Country:	Edinburg, TX, 78539, USA
Telephone:	956-289-2374
Curriculum Library Type:	Foundations (1)

Requested Delivery Date:	September 09, 2011
Attn:	Sandra Guerra
Location (school or district):	Cayetano Cavazos Elementary
Address:	1501 W. Freddy Gonzalez
City, State, Zip Code, Country:	Edinburg, TX, 78541, USA
Telephone:	
Curriculum Library Type:	Foundations (1)

Attachment A (Continued)

Requested Delivery Date: September 09, 2011
 Attn: Ernestina Cano
 Location (school or district): Dr. Tomas Esparza Elementary
 Address: 2510 Cesar Chavez Rd.
 City, State, Zip Code, Country: Edinburg, TX, 78539, USA
 Telephone:
 Curriculum Library Type: Foundations (1)

Requested Delivery Date: September 09, 2011
 Attn: Diane Willis
 Location (school or district): Hargill Elementary
 Address: 13394 4th St
 City, State, Zip Code, Country: Edinburg, TX, 78549, USA
 Telephone: 956-289-2233
 Curriculum Library Type: Foundations (1)

Requested Delivery Date: September 09, 2011
 Attn: Rosa Gonzalez
 Location (school or district): John F Kennedy Elementary
 Address: 8610 Tex-Mex
 City, State, Zip Code, Country: Edinburg, TX, 78539, USA
 Telephone: 956-289-2390
 Curriculum Library Type: Foundations (1)

Requested Delivery Date: August 01, 2011
 Attn: Jorge Botello
 Location (school or district): Longoria Middle School
 Address: 1401 No. Rooth Road
 City, State, Zip Code, Country: Edinburg, TX, 78541, USA
 Telephone:
 Curriculum Library Type: Middle (1)

Requested Delivery Date: September 09, 2011
 Attn: Edna Olivarez
 Location (school or district): Travis Elementary
 Address: 1200 S. 21st Ave
 City, State, Zip Code, Country: Edinburg, TX, 78539, USA
 Telephone:

6/2/2011

Page 6 of 13

EXHIBIT _____

9. Summer Institute:

The AVID Summer Institute Regular Registration rate is \$719.00 per participant. In exchange for School System signing and returning this Agreement on or before May 2, 2011, AVID Center will honor the discounted Early Bird Registration rate of \$649.00 per participant. If School System signs and returns this Agreement after May 2, 2011 but before the respective Late Fee Start Date, the Regular Registration rate will apply to each participant on this Attachment A. If School System has not signed and returned this Agreement on or before the respective Late Fee Start Date, an additional late fee of \$100.00 will be applied to the Regular Registration rate of \$719.00, bringing the Late Registration rate to \$819.00 per participant on this Attachment A. School System understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

SECONDARY: School System will send at least eight (8) participants from each secondary school listed as "new" in the Member Schools section of Attachment A to an AVID Summer Institute. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. Recommended subject area teachers include English, Mathematics, Science, Social Science, and World Languages.

ELEMENTARY: All elementary school sites in Year 1 or Year 2 of implementation will send a minimum of four (4) participants to an AVID Summer Institute. The AVID Elementary site team will include a site administrator and lead teachers. The AVID Elementary District Liaison will attend with the district team.

Summer Institute Schedule:

Date of SI	Late Fee Start Date	Institute Location
June 20-24, 2011	June 6, 2011	Atlanta Summer Institute - GA
June 20-24, 2011	June 6, 2011	Dallas 1 Summer Institute - TX
June 27-July 1, 2011	June 13, 2011	Dallas 2 Summer Institute - TX
June 27-July 1, 2011	June 13, 2011	Orlando Summer Institute - FL
July 11-15, 2011	June 27, 2011	Sacramento Summer Institute - CA
July 18-22, 2011	July 5, 2011	Chicago Summer Institute - IL
July 27-29, 2011	July 13, 2011	San Diego 1 Summer Institute - CA
August 1-3, 2011	July 18, 2011	San Diego 2 Summer Institute - CA

Summer Institute Fee Schedule:

Early Bird Registration

Cano/Gonzalez Elementary: 1 Elementary site team X 4 participant(s) x \$649 =	\$2,596.00
Canterbury Elementary: 1 Elementary site team X 4 participant(s) x \$649 =	\$2,596.00
Cayetano Cavazos Elementary: 1 Elementary site team X 4 participant(s) x \$649 =	\$2,596.00
Dr. Tomas Esparza Elementary: 1 Elementary site team X 4 participant(s) x \$649 =	\$2,596.00
Hargill Elementary: 1 Elementary site team X 4 participant(s) x \$649 =	\$2,596.00
John F Kennedy Elementary: 1 Elementary site team X 4 participant(s) x \$649 =	\$2,596.00
Longoria Middle School: 1 Secondary site team X 8 participant(s) x \$649 =	\$5,192.00
Travis Elementary: 1 Elementary site team X 4 participant(s) x \$649 =	\$2,596.00
1 Elementary District Liaison(s) X \$649 =	\$649.00
Total Summer Institute Price if signed and returned on or before May 2 =	\$24,013.00

OR

Regular Registration

Cano/Gonzalez Elementary: 1 Elementary site team X 4 participant(s) x \$719 =	\$2,876.00
Canterbury Elementary: 1 Elementary site team X 4 participant(s) x \$719 =	\$2,876.00
Cayetano Cavazos Elementary: 1 Elementary site team X 4 participant(s) x \$719 =	\$2,876.00
Dr. Tomas Esparza Elementary: 1 Elementary site team X 4 participant(s) x \$719 =	\$2,876.00
Hargill Elementary: 1 Elementary site team X 4 participant(s) x \$719 =	\$2,876.00
John F Kennedy Elementary: 1 Elementary site team X 4 participant(s) x \$719 =	\$2,876.00
Longoria Middle School: 1 Secondary site team X 8 participant(s) x \$719 =	\$5,752.00
Travis Elementary: 1 Elementary site team X 4 participant(s) x \$719 =	\$2,876.00
1 Elementary District Liaison(s) X \$719 =	\$719.00
Total Summer Institute Price if signed between May 3 and late fee start date =	\$26,603.00

10. District Director Professional Development Services:

AVID provides services to the district for start-up and quality assurance of the program.

1. AVID National Office & Divisional Support - AVID Center will provide support from our national office, divisional offices, state offices and independent consultants. This support will consist of phone calls, e-mails, and district visits at the discretion of AVID Center.
2. Summer Institute - District Directors lead their districts AVID site team facilitation at the AVID Summer Institute. District Directors attend Summer Institute as part of their ongoing training, therefore the Summer Institute registration fee for the District Director is included in the Total District Director Professional Services Price.
3. AVID District Leadership Training – ADL training is for district level personnel and takes place over two years. ADL includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the District Director, and learning about our online resources, data collection, certification, and continued professional development.

District Director(s)

Santa T. Alvarado :

ADL Training Status

Completed ADL Training

ADL Training Schedule:

	Training Level	Time
Year 1:	Summer Institute	Summer
	Session 1	2 1/2 days, fall
	Session 2	2 1/2 days, spring
Year 2:	Summer Institute	Summer
	Session 3	2 1/2 days, fall
	Session 4	2 1/2 days, spring
	Summer Institute	Summer

4. Materials – After attending the first ADL session, District Directors will be provided with a sample set of all Middle School and High School curriculum, materials, binders, CDs, and supplemental materials needed for district support.

The District Director Professional Development Services Fee is \$15,000 per District, payable over two years at \$9,000 for the first year and \$6,000 for the second year. Additional district level training due to turnover or supplemental support will receive a discount at the discretion of AVID Center. The service fee does not include travel, meals, or any other expenses.

Santa T. Alvarado:

No Charge

Total District Director Professional Development Services Price =

\$0.00

11. Elementary District Liaison Professional Development Services:

AVID provides services to the district for start-up and quality assurance of the program.

1. AVID National Office & Divisional Support - AVID Center will provide support from our national office, divisional offices, state offices, and independent consultants. This support will consist of phone calls, e-mails, and district visits at the discretion of AVID Center.
2. Summer Institute – The Elementary District Liaison is required to attend Summer Institute with new implementing elementary sites.
3. AVID District Leadership Training – ADL training is for the designated Elementary District Liaison and takes place over two years. ADL includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the Elementary District Liaison, and learning about the AVID College Readiness System as well as our online resources, data collection, certification, and professional development opportunities.

Elementary District Liaison(s)

ADL Training Status

Arminda Lozano :

New, Year 1, will attend Sessions 1 & 2

ADL Training Schedule:

	Training Level	Time
Year 1:	Summer Institute	Summer
	Session 1	2 1/2 days, fall
	Session 2	2 1/2 days, spring
Year 2:	Summer Institute	Summer
	Session 3	2 1/2 days, fall
	Session 4	2 1/2 days, spring
	Summer Institute	Summer

The Elementary District Liaison Professional Development Services Fee is \$9,000 per District, payable over two years at \$5,400 for the first year and \$3,600 for the second year. The service fee does not include travel, meals, or any other expenses.

Arminda Lozano: Year 1	\$5,400.00
Total Elementary District Liaison Professional Development Services Price =	\$5,400.00

12. Elementary District Visitation Days:

Visitation days allow for individualized coaching to address unique needs of each district and Elementary District Liaison.

Two (2) Elementary District Visitation Days x \$1,750

Total Elementary District Visitation Days Price = \$3,500.00

TOTAL 2011-2012 IMPLEMENTATION PRICE

Contract signed and returned on or before May 2, 2011

\$81,363.70

Plus applicable taxes

OR

Contract signed and returned between May 3, 2011 and late fee start date

\$83,953.70

Plus applicable taxes

Amendment to Attachment A of AVID Implementation Agreement

Indicated by their signatures below, School System and AVID hereby agree to replace in whole the previously agreed upon Attachment A of the Implementation Agreement dated 05/19/2011 with this Amendment.

Total difference from previously signed agreement and this amendment is: \$44,683.40

The terms and conditions set forth in the AVID Implementation Agreement shall remain in effect. In the event of a direct conflict between the terms and conditions of the original Agreement and this Amendment, the terms of this Amendment shall govern. This Amendment shall take effect upon signature of both parties.

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

Edinburg Consolidated Independent School District
TX

By: _____

Signature: Superintendent or Designee

Signature: AVID Center Authorized

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 THE INTERLOCAL COOPERATION CONTRACT WITH (UTPA) THE UNIVERSITY OF TEXAS PAN AMERICAN-(TMAC) TEXAS MANUFACTURING ASSISTANCE CENTER FOR PARTICIPANTS (STUDENTS/TEACHERS) FROM EDINBURG HIGH SCHOOL, JOHNNY G. ECONOMEDES HIGH SCHOOL AND EDINBURG NORTH HIGH SCHOOL TO ATTEND THE STEP (STRIVING TOWARDS EDUCATIONAL PATHWAYS) SUMMER CAMP 2011

Superintendent's Recommendation:

That the Board of Trustees approves the Interlocal Cooperation Contact with (UTPA) The University of Texas Pan American-(TMAC) Texas Manufacturing Assistance Center for participants (Students/Teachers) from Edinburg High School, Johnny G. Economedes High School and Edinburg North High School to attend the STEP (Striving Towards Educational Pathways) Summer Camp 2011.

Rationale:

The Texas Manufacturing Assistance Center (TMAC) exists to enhance the competitive position of the state's manufacturing sector. TMAC's manufacturing professionals work with a wide range of industrial firms, delivering training, providing technical assistance and implementing best business practices. Our particular emphasis is on the needs of small to mid-sized manufacturers. Focus areas include lean manufacturing and lean office principles, technology solutions, strategic management, quality systems, environment and safety. Contract negotiated by Griselda H. Quintanilla.

Connection to the District Plan:

*District Goal One: Academic Excellence
Objective 1: ECISD will offer all students a challenging high quality curriculum and will provide an Effective delivery system to ensure that all students will achieve and meet the Districts' Performance Objectives standards on the Math, Reading, Writing, English Language Arts, Science And Social Studies sections of the spring 2012 TAKS administration*

Budgetary Information:

August 2-4, 2011-Students Maximum 40 students @ \$100.00 x 3 days=\$12,000.00
 August 5, 2011-Teachers Maximum 15 teachers @ \$200.00 x 1 day = \$3,000.00
Grand Total: \$15,000.00

Funding	Description	Expense	Appropriation	Encumbrance	Expenditure	Balance
162 11 6223 00 001 122000	Student Tuition-Non Public	\$4,000.00	\$20,388.00	\$2,946.67	\$7,152.36	\$10,288.97
162 11 6223 00 002 122000	Student Tuition-Non Public	\$4,000.00	\$16,389.00	\$2,946.67	\$6,389.00	\$7,053.33
162 11 6223 00 003 122000	Student Tuition-Non Public	\$4,000.00	\$16,389.00	\$2,946.67	\$6,389.00	\$7,053.33
162 13 6411 00 001 122000	Travel & Subsistence-Emp	\$1,000.00	\$17,262.00	0.00	\$2,222.21	\$15,039.79
162 13 6411 00 002 122000	Travel & Subsistence-Emp	\$1,000.00	\$17,951.00	0.00	\$2,896.47	\$15,054.53
162 13 6411 00 003 122000	Travel & Subsistence-Emp	\$1,000.00	\$17,735.00	\$2,699.40	\$2,710.00	\$12,325.60

Resource Personnel:

Dr. René Gutiérrez, Superintendent of Schools
 Dr. Rebecca Morrison, Assistant Superintendent for Finance and Operations
 Maria Luisa Guerra, Assistant Superintendent for Instruction/Support Services
 Sylvia Garcia, Director of Finance
 Griselda H. Quintanilla, Director for Career and Technical Education

Board Policy Reference and Compliance:

This item is in accordance with Board Policy EEL (Legal): Contracting for instruction with outside agencies.

Prepared by Griselda H. Quintanilla
 Approved by Maria Luisa Guerra
 Within Budgetary Allocation Sylvia Garcia
 Finance Department Approval Rebecca Morrison
 Recommended by Dr. René Gutiérrez, Superintendent of Schools

Interlocal Cooperation Contract

This Interlocal Cooperation Contract (this "Contract") is entered into effective August 1, 2011 ("Effective Date") by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

CONTRACTING PARTIES:

Receiving Party: Edinburg Independent School District, a local entity of the State of Texas.

Performing Party: The University of Texas-Pan American on behalf of its Texas Manufacturing Assistance Center ("TMAC"), an institution of higher education and agency of the State of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to conduct a STEP (Striving Towards Educational Pathways) Summer Camp 2011 and a Staff Development Training (the "Projects"). This Contract will increase the efficiency and effectiveness of the Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will expose youth participants to the following services ("services"):

Tuesday, August 2, 2011-Team Building

- Team building exercises will be utilized to recognize and utilize individual differences for greater team success. The following materials will be provided for the activities: bandanas, ropes, chairs, brain teasers, legos, magnets, domino, set of pens, etc.
- Team building workshop
 - Team roles, values, and responsibilities
 - Learning styles (visual, auditory, and kinesthetic)
 - Team integration activities
 - The circle
 - Birthday line
 - Airplane
 - Effective communication
 - Team formation
 - Team survey
 - Importance of a mission statement
 - Synergy and leadership
 - Group dynamics
 - Competition 1
 - Dominoes
 - Magnets
 - Brain Teaser
 - Legos
 - Competition 2
 - Pen in a bottle
 - Rope shapes
 - Get the ball
 - Knots

Wednesday August 3, 2011-Applied Lean Concepts

- The Training will include an overview of Lean Tools and a simulation of a production process with emphasis in sustainability. This session includes class instruction, hands-on production simulation, and an interactive discussion of lessons learned from the simulation. The production simulation can be conducted with groups of six but no more than eight.

Thursday, August 4, 2011- Exploring Technology Systems: Video Game Design and Development & College of Engineering & Computer Science Tour

- The Exploring Technology Systems: Video Game Design and Development workshop will allow students to explore basic technological concepts and principles and related career fields. Topics include design and problem solving, technology assessment, technology systems, computer systems, electronics, and audio/visual production. The activities will include the discussion of the game development (going from design to product). These activities enhance the students' appreciation of technical and engineering career fields in the game industry. This session includes class instruction, hands-on production simulation, and an interactive discussion of lessons learned from the simulation.
- Lessons learned, results, and Q&A
- All Training will be provided at UTPA's College of Engineering & Computer Science and TMAC
- Two or more Performing Party Specialists will facilitate the workshop and Performing Party Engineering Interns will provide logistics assistance.
- All training material will be provided by Performing Party TMAC & College of Engineering & Computer Science, which include equipment for presentations.

Friday, August 5, 2011-Staff Development Training-Applied Lean Concepts

- The Training will include an overview of Lean Tools and a simulation of a production process with emphasis in sustainability. This session includes class instruction, hands-on production simulation, and an interactive discussion of lessons learned from the simulation. The production simulation can be conducted with groups of six but no more than eight.

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 11, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has the authority to perform the services under authority granted in Chapter 77, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

CONTRACT AMOUNT:

The total amount of this contract shall not exceed **\$100 per student per day** with a minimum of **twenty (20)** students required to attend per session. The maximum total number of participants per session will be **forty (40)**.

The total amount of this contract shall not exceed **\$200 per Teacher per day** with a minimum of **Five (5)** teachers required to attend per session. The maximum total number of participants per session will be fifteen (15).

PAYMENT:

Payment is due upon receipt of invoice. Performing Party will invoice for the minimum of **20 students** in the amount of **\$2,000 per session per day**. The minimum total contract amount for the three (3) day STEP Camp will be **\$6,000**. If there is any additional number of participants **above 20**, then Performing Party will adjust the billing invoice accordingly.

Payment is due upon receipt of invoice. Performing Party will invoice for the minimum of **5 teachers** in the amount of **\$1,000 per session per day**. The minimum total contract amount for the one (1) day Staff Development training will be **\$1,000**. If there is any additional number of participants **above 15**, then Performing Party will adjust the billing invoice accordingly.

The combined minimum total contract amount for the two projects will be in the amount of **\$7,000**.

Receiving Party will remit payments to Performing Party for services satisfactory performed under this Contract in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract and (2) be made from current revenues available to Receiving Party.

TERM:

The term of this Contract begins on the Effective Date and expires on June 30, 2011.

NOTICES:

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Performing Party:

The University of Texas-Pan American
1201 W. University Dr.
Edinburg, TX 78539
Attention: Martin Baylor
Vice-President for Business Affairs
Fax: 956-665-2268
Email: baylormy@utpa.edu

With Copy to:

The University of Texas-Pan American
1201 W. University Dr.
Edinburg, TX 78539
Attention: Norma Dryer
Interim Director of Materials Management
Fax: 956-665-2164

Email: dryern@utpa.edu

If to Receiving Party: Edinburg C.I.S.D.
Griselda H. Quintanilla
CTE director
Attention: _____
Fax: 956-316-7757
Email: g.quintanilla@ecisd.us

With copy to: Edinburg C.I.S.D.
Arminda Lozano
College Readiness Supervisor
Attention: _____
Fax: 956-316-3193
Email: a.lozano@ecisd.us

Or such other person or address as may be given in writing by either party to the other in accordance with this Section.

TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of this termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.

Performing Party, an institution of higher education and agency of the State of Texas may terminate this Contract upon thirty (30) days' advance written notice of termination to the Receiving Party a local entity of the State of Texas.

OTHER PROVISIONS:

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Performing Party agrees that any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency that Performing Party owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Products and Materials Produced in Texas. If Performing Party will provide services under this Contract, Performing Party covenants and agrees that in accordance with Section 2455.4441, *Texas Government Code*, in performing its duties and obligations under this Contract, Performing Party shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

Venue; Governing Law. Hidalgo County, Texas shall be the proper place of venue for suit on or in respect of this Contract. This Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon

the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Contract without further duty or obligation under this Contract.

State Auditor's Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335 (c) and 73.115 (c) and 74.008 (c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Receiving and Performing Party.

Severability. If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Records. It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "Public Information Act"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

RECEIVING PARTY:

PERFORMING PARTY:

Edinburg CISD

The University of Texas-Pan American

By: _____
Name: Havidan Rodriguez
Title: Provost/VPAA
Date: _____

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

By: _____
Name: Martin Baylor
Title: VP of Business Affairs
Date: _____

APPROVAL OF THE PURCHASE OF THE ITCENTER21: INTRODUCTION TO COMPUTERS AND INFORMATION TECHNOLOGY CURRICULUM SOFTWARE SITE LICENSE FOR LONGORIA MIDDLE SCHOOL

Superintendent's Recommendation:

That the Board of Trustees approve the purchase of the ITCenter21: Introduction to Computers and Information Technology Curriculum Software Site License for Longoria Middle School

Rationale:

ITCenter21: Introduction to Computers and Information Technology offers 90 hours of content on computers, applications, and information technology that can be implemented in the middle school BCIS courses. The curriculum offers engaging activities that lead students to the attainment of standards as they learn by seeing and applying hands-on skills. The students will earn high school elective credit for the technology applications graduation requirement. They will also be taught to: seek and exchange technical information, analyze and evaluate data, solve problems and draw conclusions based on researched information, use productivity tools effectively and creatively, collaborate and communicate with others and act responsibly and ethically when using and sharing information technology. The curriculum contains lessons in: computer research, multimedia presentations, telecommunications and ethics, information management and evaluation, desktop publishing, word processing, basic computer functions, computer graphics, spreadsheets, troubleshooting and maintenance, databases, and web publishing. The middle school IT course will prepare students to enroll in articulated technical and dual enrollment courses.

Connection to the District Plan:

District Goal One: Academic Excellence

Objective I: ECISD will offer all students a challenging high quality curriculum and will provide an effective delivery system to ensure that all students will achieve and meet the Districts' Performance Objectives standards on the Math, Reading, Writing, Science and Social Studies sections of the spring 2012 TAKS administration and support the implementation of the Technology TEKS.

Budgetary Information:

Funding	Description	Expense	Appropriation	Encumbrance	Expenditure	Balance
162-11-6399-00-001-122-000	General Supplies	\$7,010	\$100,903	\$8,468	\$65,520	\$26,915
162-11-6399-00-002-122-000	General Supplies	\$7,010	\$103,016	\$6,963	\$65,447	\$30,606
162-11-6399-00-003-122-000	General Supplies	\$7,010	\$101,017	\$6,125	\$65,418	\$29,474

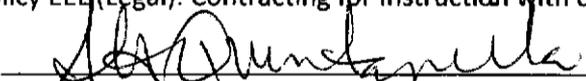
Grand Total: \$21,030.00

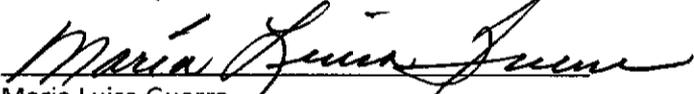
Resource Personnel:

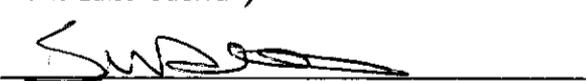
- Dr. René Gutiérrez, Superintendent of Schools
- Dr. Rebecca Morrison, Assistant Superintendent for Finance and Operations
- Maria Luisa Guerra, Assistant Superintendent for Instruction/Support Services
- Sylvia Garcia, Director of Finance
- Griselda H. Quintanilla, Director for Career and Technical Education

Board Policy Reference and Compliance:

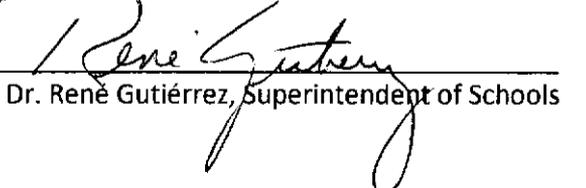
This item is in accordance with Board Policy EEL(Legal): Contracting for Instruction with outside agencies.

Prepared by 
Griselda H. Quintanilla

Approved by 
Maria Luisa Guerra

Within Budgetary Allocation 
Sylvia Garcia

Finance Department Approval 
Dr. Rebecca Morrison

Recommended by 
Dr. René Gutiérrez, Superintendent of Schools

TECHNICAL LABORATORY SYSTEMS, INC.

P.O. Box 218609 • Houston, Texas 77218

May 31, 2011

Ms. Grisela Quintanilla
Edinburg ISD
1317 South 7th
Edinburg, Texas 78539
Email: g.quintanilla@ecied.us

ITCenter21: Introduction to Computers and IT for 6 Campuses

	<u>Qty</u>	<u>Unit</u>	<u>Total</u>
1) Building Site License, including:	1	\$24,750.00	\$24,750.00
Curriculum Package:			
Curriculum Unit CD's			
Teacher Resource CD			
Curriculum Review CD			
<i>(Allows teacher to review unit CD's on a personal computer)</i>			
Lab Management Package:			
WebTRAC Server CD's			
WebTRAC Installation Guide			
WebTRAC Quick Setup Guide			
Teacher Resource Package for ONE teacher:			
Course Guide			
Teacher Manuals for each Unit			
2) cBuilder Editing Tool			INCLUDED
3) Annual Maintenance Program: Including Product Updates Customer Support (Phone & E-Mail)			INCLUDED
4) ONE Day On-Site Training	1	\$1,850.00	\$1,850.00
		FREIGHT:	\$200.00
		SUBTOTAL:	\$26,800.00
		ONE TIME CONFIDENTIAL DISCOUNT:	-\$6,720.00
		OPTIONAL INSTALLATION:	\$950.00
		GRAND TOTAL:	\$21,030.00

If you have any questions or require additional information, please do not hesitate to contact us at (800) 445-1088

Best Regards,

Mike Sudduth, Jr.

Mike Sudduth
Regional Manager

MS/g

cc: Timothy M. Brown - President

1-800-445-1088 • (Fax) 281-391-1113 • sales@tech-labs.com

Exhibit _____

APPROVAL TO PURCHASE PROFESSIONAL DEVELOPMENT AND SOFTWARE MAINTENANCE SERVICES FROM COMPASS LEARNING INC. FOR EDINBURG HIGH SCHOOL, ECONOMEDES HIGH SCHOOL, AND EDINBURG NORTH HIGH SCHOOL

Superintendent's Recommendation

That the Board of Trustees give approval to purchase professional development and software maintenance services from Compass Learning Inc. for Edinburg High School, Economedes High School, and Edinburg North High School

Rationale

Our office supports each high school campus with software site licenses from Compass Learning that helps students in grades 9 to 12 meet the state's academic assessment standards (TAKS remediation). Under this agreement, the district is purchasing professional development and software maintenance services for all three high schools for the upcoming 2011-2012 school year. These services include updates and software support. This purchase meets purchasing law compliance because it is a sole source and is an extension of an existing program used in our district. This contract is being negotiated by Ronaldo Cavazos, Director of Federal Programs.

Connections to the District Plan: Indicator Technology/Performance Goal III

- Initiative III: Increase academic performance across the curriculum through the use of technology.
- Strategy 1: Enhance student performance through the use of technology.

Paperwork Impact

Minimal

Budgetary Information

The support services agreement is attached and the amount listed below is an estimate and will not exceed the amount indicated.

Purchase Total \$16,148.80

Account	Description	Apro.	Enc.	Exp.	Balance
285-13-6291-00-999-130100	Consulting Services	19,200.00	750.00	9,050.00	9,400.00
211-11-6249-00-001-130000	Contracted Maint. & Repairs	1,426.00	0	0	1,426.00
211-11-6249-00-002-130000	Contracted Maint. & Repairs	1,426.00	0	0	1,426.00
211-11-6249-00-003-130000	Contracted Maint. & Repairs	1,426.00	0	0	1,426.00
211-11-6495-00-001-130000	Dues	640.00	0	0	640.00
211-11-6495-00-002-130000	Dues	640.00	0	0	640.00
211-11-6495-00-003-130000	Dues	640.00	0	0	640.00
211-13-6291-00-001-130000	Consulting Services	8,480.00	0	7,200.00	1,280.00
211-13-6291-00-002-130000	Consulting Services	11,280.00	2,500.00	7,500.00	1,280.00
211-13-6291-00-003-130000	Consulting Services	1,280.00	0	0	1,280.00

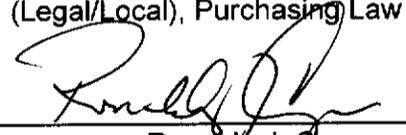
Resource Personnel

- Dr. René Gutiérrez, Jr. Superintendent of Schools
- Maria Luisa Guerra, Assistant Superintendent for Instruction and Support Services
- Ronaldo J. Cavazos, Director for Federal Programs

Board Policy Reference and Compliance

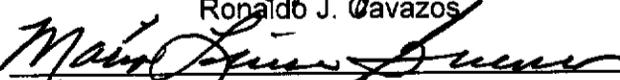
This item is in accordance with Board Policy CH (Legal/Local), Purchasing Law Bidding Requirements:

Prepared by:



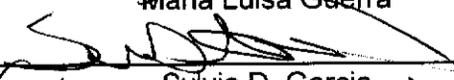
Ronaldo J. Cavazos

Approved by:



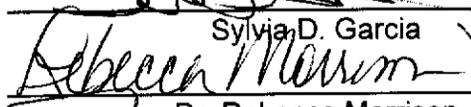
Maria Luisa Guerra

Within Budgetary Allocation:



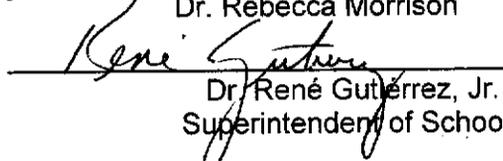
Sylvia D. Garcia

Finance Department Approval:



Dr. Rebecca Morrison

Recommended by:



Dr. René Gutiérrez, Jr.
Superintendent of Schools

➔ EXHIBIT _____, PAGES _____

SOLE SOURCE MEMORANDUM

DATE: June 21, 2011

TO: Dr. Rebecca Morrison, Assistant Superintendent for Finance & Operations

FROM: Ronaldo J. Cavazos CAMPUS: Federal Programs

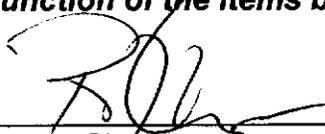
SUBJECT: SOLE SOURCE AFFIDAVIT FOR Compass Learning
(Name of Vendor)

PURCHASE AMOUNT: \$ 16,148.80 REQUISITION NO: _____

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

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

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



Signature

6/21/11

Date

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

→ EXHIBIT _____

April 1, 2010

Dear Educator:

Thank you for your interest in our product. CompassLearning, Inc. ("CompassLearning"), a Delaware corporation, is the sole source vendor in the United States for the CompassLearning curriculum; assessment and tools; and the CompassLearning Manager.

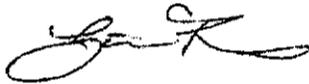
These software/services are owned, developed, and published as a package exclusively by CompassLearning headquartered in Austin, Texas. Our EIN is 27-1342439 and our Dun & Bradstreet identification number is 96-2110552.

The software/services meet the SEA/LEA scientifically-based assessment, curriculum, management and reporting obligations under NCLB especially for Title I and Title III designated students.

CompassLearning is the copyright proprietor of these items, and offers the copyrighted materials of third parties under license which allows for the integration of those materials into the CompassLearning offerings. Please see the attached Appendix A that lists the CompassLearning sole source programs. CompassLearning provides an entire turnkey system: courseware, teacher training/professional development, and hardware.

For additional information, please contact CompassLearning at 1-800-422-4339 or please visit our website at www.compasslearning.com.

Sincerely,
CompassLearning, Inc.



Gina Rivera
Director, Business Administration
CompassLearning, Inc.
203 Colorado St.
Austin, TX 78701

→EXHIBIT _____

Sole Source Appendix

These software/services are owned, developed, and published as a package exclusively by CompassLearning.

CompassLearning Curriculum

Odyssey Reading/Language Arts K-8
Odyssey Mathematics K-8
Odyssey Matemáticas K-6
Odyssey Writer
Odyssey Algebra
Odyssey Supplementary Science
Odyssey Supplementary Social Studies
OHS Algebra 1
OHS Algebra 2
OHS Geometry
OHS Trigonometry
OHS Pre-Calculus
OHS Biology
OHS Physical Science
OHS Chemistry
OHS Physics
OHS US History 1
OHS US History 2
OHS US Government
OHS World History
OHS English I
OHS English 2
OHS English 3 – American Literature
OHS English 4 - British Literature
OHS Civics
OHS Integrated Physics and Chemistry
OHS World Geography
OHS Earth Space Science
OHS Health
OHS Economics/Personal Finance
OHS Math Models
OHS Math 1
OHS Math 2
OHS Math 3
OHS Math 4
Brain Buzzers
Thematic Research Projects

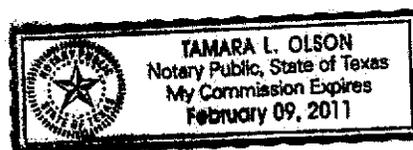
Assessment

CompassLearning Explorer™
TX Focus Math Assessment™ - Texas
Assessment Designer®
Custom Test Builder
College Readiness

Management Systems

CompassLearning Odyssey® Manager

Tamara L. Olson



→ EXHIBIT _____



CompassLearning Inc. Price Quote
EDINBURG CONS S.D. (73100)
SO-132845-006833

Date: 06/17/2011
Quote #: SO-132845-006833
Total: \$16,148.8

Quote #: SO-132845-006833

Site	Description	Product Code	End Date	Quantity	Total Price
EDINBURG CONS S.D. (73100)	District Training Blended	PDDTB	07/31/2012	1.0	\$6,112
EDINBURG HIGH SCHOOL (5020587)	Enterprise Premium Software Maintenance Updates and Support	SPTKEP	07/31/2012	1.0	\$1,425.6
EDINBURG HIGH SCHOOL (5020587)	Professional Development Site Reporting	PDSR	07/31/2012	1.0	\$1,280
EDINBURG HIGH SCHOOL (5020587)	Professional Development Site Video and Webinar License	PDSVW	07/31/2012	1.0	\$640
EDINBURG NORTH HIGH SCHOOL (5020586)	Enterprise Premium Software Maintenance Updates and Support	SPTKEP	07/31/2012	1.0	\$1,425.6
EDINBURG NORTH HIGH SCHOOL (5020586)	Professional Development Site Reporting	PDSR	07/31/2012	1.0	\$1,280
EDINBURG NORTH HIGH SCHOOL (5020586)	Professional Development Site Video and Webinar License	PDSVW	07/31/2012	1.0	\$640
JOHNNY ECONOMEDES HIGH SCHOOL (5020585)	Enterprise Premium Software Maintenance Updates and Support	SPTKEP	07/31/2012	1.0	\$1,425.6
JOHNNY ECONOMEDES HIGH SCHOOL (5020585)	Professional Development Site Reporting	PDSR	07/31/2012	1.0	\$1,280
JOHNNY ECONOMEDES HIGH SCHOOL (5020585)	Professional Development Site Video and Webinar License	PDSVW	07/31/2012	1.0	\$640

Total: \$16,148.8
Tax: \$0

Grand Total: \$16,148.8

→ EXHIBIT

Quote #: SO-132845-006833



As Seen And Agreed By:

Signature

Print Name

Title

Date

Requested Installation Date

Site Contact For Installation:

Name

Title

Phone #

Email Address to send user/password info

Order Should Be Shipped To The Following Address:

→ EXHIBIT _____

Not valid without a purchase order.
Fax entire quote and order documentation to 512-391-1703.

All pricing shall be valid for 30 days from the date of this quote. All prices are net thirty (30) days from the date of invoice. All applicable taxes, if any, shall be paid by Customer. Past due invoices shall accrue interest at the rate of 1.5% per month. All products are shipped FOB Compass Learning. Financing shall be subject to credit approval. In the event of any conflict or inconsistency between the quote documents (including Exhibits, Terms and Conditions or the End User Agreement) and Customer's purchase order, the quote documents shall control. Compass Learning Inc. 203 Colorado, Austin, TX 78701

APPROVAL OF THE RENEWAL AND PURCHASE OF SMARTFIND EXPRESS AND ELECTRONIC REGISTRAR ONLINE FROM ESCHOOL SOLUTIONS

Superintendent's Recommendation

That the Board of Trustees approve the renewal and purchase of SmartFind Express and Electronic Registrar Online (ERO) from eSchool Solutions.

Rationale

SmartFind Express is the District-wide telephone and online system currently in use to manage employee absences and substitute job assignments. Employees may log in or call the SmartFind Express System to record an absence. If a substitute is required, the automated system will assign a substitute teacher from the database of ECISD registered and approved substitutes. SmartFind Express maintains a digital record of employee absences.

Electronic Registrar Online (ERO) is the District-wide online system currently in use to manage professional development session transcripts and registration for all paraprofessionals, teachers, and administrators. The ERO system maintains the documentation for the employee continuing education program and credit certification renewal process. ERO maintains the digital record of ECISD employee professional development training.

SmartFind Express and Electronic Registrar Online are currently in use District-wide and available from the designated sole source vendor, eSchool Solutions. Each solution has been in use by the District for over 5 years. Quotes for each software application and sole source documentation are attached.

Budgetary Information

SmartFind Express	\$20,425.00
Electronic Registrar Online	\$17,111.78
Total	\$37,536.78

Account	Description	Appro.	Enc.	Exp.	Balance
255-13-6291-37-999-xxx-xxx	Consulting Services	40,736.00	0.00	38,211.03	2,524.97
199-41-62x9-00-726-199-000	Contracted Maint & Repairs	54,740.00	\$6,501.32	34,771.96	13,466.72
TOTAL		95,476.00	6,501.32	72,982.99	15,991.69*

*Pending Approval of 2011-2012 Budget by School Board.

Resource Personnel

- Dr. René Gutiérrez
- Dr. Rebecca Morrison
- Maria Luisa Guerra
- Ronaldo J. Cavazos
- Mara Lee Moats

Board Policy Reference and Compliance

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

Requested by: Mara Lee Moats
Mara Lee Moats, Staff Development Supervisor

Requested by: Ronaldo J. Cavazos
Ronaldo J. Cavazos, Director of Federal Programs

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

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

Finance Department Approval: Dr. Rebecca Morrison
Dr. Rebecca Morrison, Asst. Supt. Finance and Operations

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



eSchool
SOLUTIONS

SmartFindExpress Investment Cost

(SaaS Hosted Solution)

**The Substitute Employee Management
System for Schools**



Submitted to: Mr. Rebecca Morrisson
Human Resources
Edinburg CISD
Phone: (956) 289-2325

Presented by: **Tobin Hannan**
Regional Sales Manager
Phone: (970) 515-5369

Date: May 25, 2011

Proposal#: 70-8112 SFE SaaS

EXHIBIT _____

Investment Costs

Monthly Investment

Subscription SmartFindExpress Standard - Per month Totals	Employees	Rate	Total
Replacement Employees (Based on 10-month School year)			
Teachers and Employees requiring replacements	2310	\$0.75	\$1,732.50
Non-Replacement Employees			
Teachers and Employees not requiring replacement	500	\$0.20	\$100.00
Monthly Sub-Total			\$1,832.50

One Time Fees

Solution Engineering Remote - Implementation & Configuration Investment	\$2,100.00
1.5 SFE to 2.0 SFE Training provided at no charge	
One Time Fee Sub-Total	\$2,100.00

Investment Summary

Annual Investment <i>(Monthly Subtotal * 10 months)</i>	\$18,325.00
One Time Fee <i>(Implementation)</i>	\$2,100.00
Year #1 SmartFindExpress Total	\$20,425.00

This annual subscription includes long distance telephone charges. All investment information is valid for 60 days from the date of this proposal.

DESCRIPTION OF SERVICES

1. SmartFindExpress Standard Subscription
 - Per Profile subscription to use SmartFindExpress in its current versions and/or release
 - i. Please refer to Subscription Agreement for detailed subscription information
2. Solutions Engineering Services – Remote
 - Your school district and eSchool Solutions will undertake an implementation process at a mutually agreed upon date. During the implementation process, all responsibilities will be discussed. The one time implementation fee includes the following:
 - i. Initial Setup
 - ii. Importing Data
3. Integration Services
 - Set up and Testing of links to Payroll

PAYMENT TERMS

EXHIBIT _____

1. Payment of 50% of the first year subscription fee is due upon invoicing at contract award.
2. Payment of the remaining 50% is due upon invoicing when system access is provided (Implementation meeting).
3. At least 30 days before the annual renewal date, eSchool Solutions will determine the number of employee profiles (Sub-Eligible and Non-Sub-Eligible) in the database and provide written notice of adjustment, if any, required by an increase or decrease in the number of those profiles.
4. The service for the subsequent years' service will renew automatically. Payment is due on the renewal date. Failure to pay on the annual renewal date will result in termination of service.

This per employee/user subscription fee is applicable for a period of 12 months and includes long distance telephone charges. The number of Sub-Eligible (Replacement Employees) and Non-Sub-Eligible (Non-Replacement Employees) in the system will be monitored by eSchool Solutions on a monthly basis and additional users in the system over the above contracted amount will be billed to the client on a quarterly basis.

Upon contract award, eSchool Solutions and your district will sign the *SmartFindExpress* Subscription Agreement.

Name of School District: _____

Printed Name: _____

Signature: _____

Date: _____

EXHIBIT _____

Contact Information

<u>Contact Name</u>	<u>Contact Role</u>	<u>Phone</u>	<u>e-mail Address</u>
Tobin Hannan	Regional Sales Manager	970.515.5369	thannan@eschoolsolutions.com
Lisa Welton	Vice President of Sales & Marketing	407.835.9899 x233	lwelton@eschoolsolutions.com
Tina Santana	Chief Financial Officer	407.835.9899 x241	tsantana@eschoolsolutions.com

Company Information

Company Operating Name	eSchool Solutions
Legal Name of Company	eSchool Solutions, Inc.
Federal Identification Number	59-3545964
Name of Chief Executive Officer	Brett Fadeley
Number of School Districts Serviced in the US & Canada	500+
Company Address	eSchool Solutions 604 Courtland Street Suite 300 Orlando, FL 32804 USA
Website Address	www.eschoolsolutions.com
Telephone Number	888.388.8774
Fax Number	407.835.9838

EXHIBIT _____



Edinburg Consolidated Independent School District
Sole Source Affidavit

RESET FORM

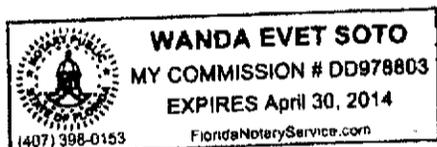
BEFORE ME, the undersigned official, on this day, personally appeared, Michael Brantley. A person known to me to be the person whose signature appears below, who after being duly sworn upon his oath deposed and said:

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

(Signature)

SUBSCRIBED AND SWORN to before me on this 21 day of June, 20 11

(Seal)



(Notary Public, State of FL)
Wanda Soto
(Printed Name)
(Date Commission Expires)

Company Name: eSchool Solutions Inc
Address: 604 Courtland Street, Suite 300
City, State, Zip: Orlando, Florida 32804
Telephone: 407-835-9899 Fax: 407-835-9838
Contact Person: Michael Brantley Email: mbrantley@eschoolsolutions.com

EXHIBIT



Invoice

804 Courtland Street
Suite 300
Orlando FL 32804
United States
407 835-9899

Date 6/1/2011
Invoice # T12419

Terms
PO #

Bill To
Accounts Payable
Edinburg Cons. ISD ERO
Drawer 990
Edinburg TX 78540
United States

Quantity	Description	Rate	Amount
4004	ERO Subscription Renewal for the period July 2011 - June 2012 4,004 (Profile Count) x \$4.25 (Course Eligible Rate)	4.25	17,017.00
1705	ERO Subscription Renewal for the period July 2011 - June 2012 1,705 (Profile Count) x \$0.25 (Inactive Rate)	0.25	426.25

Total 17,443.25
Amount Due \$17,443.25

EXHIBIT _____



Edinburg Consolidated Independent School District Sole Source Affidavit

RESET FORM

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

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

[Signature]
(Signature)

SUBSCRIBED AND SWORN to before me on this 10th day of June, 2011

(Seal)

[Signature]
(Notary Public, State of Florida)
Wanda Soto
(Printed Name)



(Date Commission Expires)

Company Name: eSchool Solutions Inc
 Address: 604 Courtland Street, Suite 300
 City, State, Zip: Orlando, Florida 32804
 Telephone: 407-835-9899 Fax: 407-835-9838
 Contact Person: Michael Brantley Email: mbrantley@eschoolsolutions.com

EXHIBIT _____

APPROVAL OF THE CONTRACT/CONSULTANT AGREEMENT WITH TEXAS VALLEY COMMUNITIES FOUNDATION FOR PARTICIPANTS FROM BARRIENTES MIDDLE SCHOOL, B.L. GARZA MIDDLE SCHOOL, BREWSTER SCHOOL, HARWELL MIDDLE SCHOOL MEMORIAL MIDDLE SCHOOL, SOUTH MIDDLE SCHOOL, EDINBURG HIGH SCHOOL, JOHNNY G. ECONOMEDES HIGH SCHOOL AND EDINBURG NORTH HIGH SCHOOL TO ATTEND THE ENCORE FORD PARTNERSHIP FOR ADVANCED STUDIES PROFESSIONAL DEVELOPMENT INSTITUTE

Superintendent's Recommendation:

That the Board of Trustees approves the contact/consultant agreement with Texas Valley Communities Foundation for participants from Barrientes Middle School, B.L. Garza Middle School, Brewster School, Harwell Middle School, Memorial Middle School, South Middle School, Edinburg High School, Johnny G. Economedes High School and Edinburg North High School to attend the FORD Partnership for Advanced Studies Professional Development Institute.

Rationale:

FORD (PAS) Partnership for Advanced Studies is a program which offers students a rigorous, project-based, interdisciplinary curriculum that brings real-world relevance to the classroom and improves student achievement. Educators have an opportunity to enhance effective teaching practices through comprehensive professional development designed to provide them with dynamic tools that supports innovative pedagogy, thus impacting student engagement and comprehension.

FORD PAS strategically structures the classroom setting with the teacher as a facilitator of learning, and allows the students to extract knowledge and skills from each other through a collaborative approach, enhancing their ability to contribute in a team-based environment. Contract negotiated by Griselda H. Quintanilla. This item is a sole source item.

Connection to the District Plan:

*District Goal One: Academic Excellence
Objective 1: ECISD will offer all students a challenging high quality curriculum and will provide an Effective delivery system to ensure that all students will achieve and meet the Districts' Performance Objectives standards on the Math Reading, Writing, English Language Arts, Science And Social Studies sections of the spring 2012 TAKS administration*

Budgetary Information:

ENCORE Ford Pas Professional Development Institute-August 2-4, 2011

Grand Total: \$21, 678.00

Funding	Description	Expense	Appropriation	Encumbrance	Expenditure	Balance
162 13 6411 00 001 122 000	Travel & Subsistence-Employee	\$5,739.37	\$17,262.00	0	\$2,222.21	\$15,039.79
162 13 6411 00 002 122 000	Travel & Subsistence-Employee	\$5,739.37	\$17,951.00	0	\$2,896.47	\$15,054.53
162 13 6411 00 003 122 000	Travel & Subsistence-Employee	\$5,739.36	\$17,735.00	\$2,699.40	\$2,710.00	\$12,325.60
162 11 6411 00 042 122 000	Travel & Subsistence-Employee	\$33.60	\$1,000.00	0	966.40	\$33.60
162 11 6411 00 043 122 000	Travel & Subsistence-Employee	\$273.43	\$1,000.00	0	726.57	\$273.43
162 11 6411 00 044 122 000	Travel & Subsistence-Employee	\$1,000.00	\$1,000.00	0	0	\$1,000.00
162 11 6411 00 045 122 000	Travel & Subsistence-Employee	\$794.00	\$1,000.00	0	\$206.00	\$794.00
162 11 6411 00 046 122 000	Travel & Subsistence-Employee	\$1,000.00	\$1,000.00	0	0	\$1,000.00
162 11 6411 00 102 122 000	Travel & Subsistence-Employee	\$1,000.00	\$1,000.00	0	0	\$1,000.00
162 11 6411 00 001 122 000	Travel & Subsistence-Employee	\$295.03	\$1,180.00	0	\$884.97	\$295.03
162 11 6411 00 002 122 000	Travel & Subsistence-Employee	\$43.96	\$680.00	0	\$636.04	\$43.96
162 11 6411 00 003 122 000	Travel & Subsistence-Employee	\$19.88	\$730.00	0	\$710.12	\$19.88

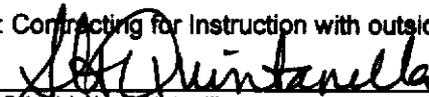
Resource Personnel:

Dr. René Gutiérrez, Superintendent of Schools
 Dr. Rebecca Morrison, Assistant Superintendent for Finance and Operations
 Maria Luisa Guerra, Assistant Superintendent for Instruction/Support Services
 Sylvia Garcia, Director of Finance
 Griselda H. Quintanilla, Director for Career and Technical Education

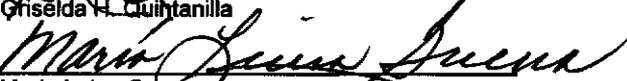
Board Policy Reference and Compliance:

This item is in accordance with Board Policy EEL (Legal): Contracting for Instruction with outside agencies.

Prepared by


 Griselda H. Quintanilla

Approved by


 Maria Luisa Guerra

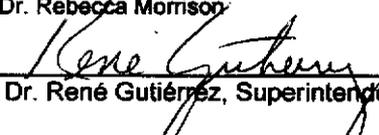
Within Budgetary Allocation


 Sylvia Garcia

Finance Department Approval


 Dr. Rebecca Morrison

Recommended by


 Dr. René Gutiérrez, Superintendent of School

CONTRACTED SERVICE AGREEMENT

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

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

Agency shall pay contractor a fee of \$21,678.00 for services and related expenses. *

Approved and accepted by Contractor this 14th day of June 2011.



Contractor's Signature

Contractor's Name: Texas Valley Communities Foundation

Address: 1098 W. Expressway 83 City: Mercedes State: TX Zip Code: 78570

Social Security: _____ Contract Period From: August 2011 to July 2012

Scope of Work: FORD Pas Professional Institute

Amount of Fee: \$21,678.00

Funding Account Number: 162-11-6411-00-042-122-000, 162-11-6411-00-045-122-000, 162-13-6411-00-001-122-000, 162-11-6411-00-043-122-000, 162-11-6411-00-046-122-000, 162-13-6411-00-002-122-000, 162-11-6411-00-044-122-000, 162-11-6411-00-102-122-000, 162-13-6411-00-003-122-000, 162-11-6411-00-001-122-000, 162-11-6411-00-002-122-000, 162-13-6411-00-003-122-000

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

FOR CONTRACTS OVER \$10,000

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

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

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

Nondiscrimination Statement

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

White - Vendor

Yellow - Originator

Pink - Accounts Payable



ENCORE Professional Development Implementation Plan

Edinburg CISD – CATE Department

Tentative Dates:

August 2 - 4, 2011 – ENCORE Professional Development

February 2012 – Follow-Up Planning Session – Mid-year (Gates Foundation In-kind contribution)

ENCORE Professional Development Training (3 days)

ENCORE is collaborating with the Ford Partnership for Advanced Studies (PAS) program to offer students a rigorous, project-based, interdisciplinary curriculum that brings real-world relevance to the classroom and improves student achievement. Educators have an opportunity to enhance effective teaching practices through comprehensive professional development designed to provide them with dynamic tools that supports innovative pedagogy, thus impacting student engagement and comprehension.

The Ford PAS curriculum consists of 20 modules that cover a gamete of disciplines such as business, science, math, economics, technology, engineering, social studies, and language arts.

Ford PAS strategically structures the classroom setting with the teacher as a facilitator of learning, and allows the students to extract knowledge and skills from each other through a collaborative approach, enhancing their ability to contribute in a team-based environment. These sessions are conducted by certified Ford PAS Professional Development Providers who serve as a change agent in the context of education reform, focusing on school culture and school wide support of academic accountability and elevated expectations.

Ford PAS activities tie classroom curriculum to highly engaging, real-world applications. This rigorous training has been developed to allow teachers time to assimilate the essential information effectively and comfortably, review best practices and pedagogy through hands-on activities and modeling, and process information through small group peer interactions and report-out times; maximizing educator's success in the content knowledge and increased self-confidence on how to effectively become a facilitator of learning in the classroom.

Page 1 of 2

EXHIBIT _____

ENCORE Follow-Up Planning Session - Midyear (1 day)

An interactive session designed to evaluate and analyze the program implementation progress, showcase student work and plan the second-half of the implementation phase. Teachers have the opportunity to share best practices and recharge with new ideas and plans for the rest of the implementation phase.

ENCORE Professional Development Package

1. Admission to the Four Days of the ENCORE Professional Development Training (8:30 a.m. - 3 p.m.)
 - a. Day One – Improving Teaching Effectiveness: Creating a College & Career Readiness Culture.
 - b. Day Two – Project-based Learning: An Introduction to the Ford PAS Curriculum and implementation strategies.
 - c. Day Three – Ford PAS Curriculum Planning Session: Developing an Implementation Plan. Bringing the Real-World to the Classroom: The importance of Coordinated Learning Experiences (CLE).
 - d. Day Four – Follow-up Evaluation and Planning Session (mid-year) (**Gates Foundation In-kind contribution**)
2. Assist in the development of partnerships with local and national corporations bringing real-world connections to the classroom
3. Lunch (All four days)
4. One-year of professional technical support
5. Classroom Observations and Evaluations (as needed)
6. Development of Master Implementation Plan and Evaluation Reports
7. ENCORE Professional Development Training Supplies
8. Assist with Teacher Implementation Plan (as needed)
9. Ford PAS curriculum - 20 modules per teacher (electronic copy)
10. Ford PAS Shirt with District CATE Department Logo

Total Cost for Training, Supplies and Year-Round Technical Support: \$21,678

Capacity: 25 teachers

Page 2 of 2

EXHIBIT _____



Edinburg Consolidated Independent School District Sole Source Affidavit

RESET FORM

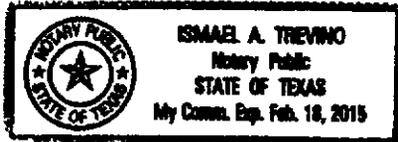
BEFORE ME, the undersigned official, on this day, personally appeared Gilbert S. Maldonado.
A person known to me to be the person whose signature appears below, who after being duly
sworn upon his oath deposed and said:

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

Gilbert S. Maldonado
(Signature)

SUBSCRIBED AND SWORN to before me on this 14 day of June, 2011

(Seal)



Ismael A. Trevino
(Notary Public, State of Texas)
Ismael A. Trevino
(Printed Name)
Feb. 18, 2015
(Date Commission Expires)

Company Name: Texas Valley Communities Foundation
Address: 1098 W. Expressway 83
City, State, Zip: Mercedes, Texas 78570
Telephone: 956-903-4231 Fax: 956-903-4132
Contact Person: Gilbert Maldonado Email: gilbert@tvcof.org

SOLE SOURCE MEMORANDUM

DATE: 06/14/11
TO: Assistant Superintendent for Finance & Operations
FROM: Griselda H. Quintanilla, CTE Dept CAMPUS: 820
SUBJECT: SOLE SOURCE AFFIDAVIT FOR FORD Pas Professional Institute
(Name of Vendor)
PURCHASE AMOUNT: \$ 21,678.00 REQUISITION NO: _____

DESCRIPTION OF ITEMS OR SERVICE: (Attach additional documentation, if necessary)
FORD Pas Professional Institute

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

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

Griselda H. Quintanilla 6/14/11
Signature Date

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

EXHIBIT _____

APPROVAL OF BID 11-153, ATHLETIC/P.E. SUPPLIES AND EQUIPMENT

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the term bid for Athletic/P.E. Supplies and Equipment, which is indicated as being the most favorable and advantageous to the District.

Rationale

The administration sought competitive sealed bids for Athletic/P.E. Supplies and Equipment. The bid opening was held at the Administration building on May 13, 2011 at 3:30 P.M., where thirty-four (34) proposals were received.

This bid will be utilized for the purchase of all Athletic and Physical Education Program supplies and equipment. This bid will be used by all Elementary, Middle, and High Schools.

User Department

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

Budgetary Information

Estimated Award Recommendation: \$442,000.00

Account	Appropriations	Encumbrance	Expenditure	Balance
XXX-XX-63XX-XX-XXX-191-000	33,304,466.00	4,189,073.66	20,758,879.29	8,356,513.05
TOTAL	33,304,466.00	4,189,073.66	20,758,879.29	8,356,513.05**

**Department and campuses will expense the account up to the available funding for the current fiscal year. They will also be appropriating funds for the 2011-2012 school year which is to follow with board approval.

Resource Personnel

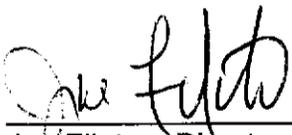
Dr. René Gutiérrez
 Maria Luisa Guerra
 Soledad Schuller

Dr. Rebecca Morrison
 Joe Filoteo

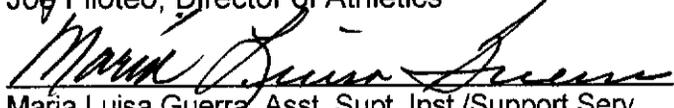
Sylvia D. Garcia
 Amaro Tijerina

Board Policy Reference and Compliance

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

Requested by: 

 Joe Filoteo, Director of Athletics

Approved by: 

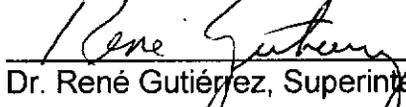
 Maria Luisa Guerra, Asst. Supt. Inst./Support Serv.

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 11-153, Athletic/P.E. Supplies and Equipment
June 28, 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 June 29, 2011 or soon thereafter and ending May 31, 2012 with an option to renew for an additional contract year.
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 may be renewed for an additional TERM CONTRACT PERIOD if the vendor (s) and Edinburg CISD agree in writing and no increases in cost are incurred except for the growth of the district.
5. **ORDERING INFORMATION:** Departments and campuses will prepare purchase orders on an as needed basis following Board of Trustee bid approval. **All vendors will be considered awarded vendors. As per the bid specifications, orders over \$2,000.00 will require quotes to be submitted to the Purchasing Department. Orders under \$2,000.00 will not require quotes.**

VENDOR	DISCOUNT	NOTES
All American Sports 4302 Cavazos Street Mission, Texas 78573 Contact: Laura Carrizalez PH: 956-445-9231 allamericansportsinc@gmail.com	10%	2011 Summer, no minimum to order, no shipping and handling charges, 100% charge on restocking, apparel sizes 2XL add \$2.00, 3XL add \$3.00, 4XL add \$4.00, 5XL add \$5.00, net 30 days
All Valley Screen Printing 4308 N. 23 rd McAllen, Texas 78504 Contact: Rod Zamora PH: 956-664-2777 FX: 956-664-2890 sales@avspe.com	0%	2011 AVSPE Catalog, average delivery in 10 days, no minimum requirement, no shipping & handling, no restocking fee's,
Aluminum Athletic Equipment 1000 Enterprise Drive Royersford, PA 19468 Contact: E. Merritt Lentz PH: 800-523-5471 FX: 610-825-2378 dan.mccann@myaaeworld.com	15%	Use Bid Ref. No. #110642 when ordering to receive discount, Jan. 2011 Keeping Quality in Play, delivery 30 days after receipt of order, please note any discrepancies on receipt prior to receiving.
Barcelona Sporting Goods 9999 W. Sam Houston Pkwy N. Houston, Texas 77064 Contact: Ron Woodman PH: 800-859-2741 FX: 713-464-0968 woodyslf@msn.com	5% BSG Catalog Athletics/Rec/PE 25% Cloth Catalog - BSG	No minimum order required, No shipping & handling charges, restocking fee's apply
Bill Guthrie Sports, Inc. 5701 W. Expressway 83 rd Harlingen, Texas 78552 Contact: William J. Guthrie PH: 956-428-6462 FX: 956-428-7074 wgut752265@aol.com	1-10%	2010-2011 BSN Bill Guthrie Sports, catalog prices will go up when mfg. prices go up, \$50.00 minimum order required, Sales rep.: Omar Garcia, 15% shipping on heavy bulky items, call on restocking fee's

EXHIBIT _____

VENDOR	DISCOUNT	NOTES
<p>Blue Moose Tees 912 113th Street Arlington, Texas 76011 Contact: Marre Seleska PH: 877-566-6673 FX: 866-750-2194 bid@bluemoosetees.com</p>	<p>0%</p>	<p>2010 Online catalog, www.bluemoosetees.com, rush fee's apply, minimum order of 12 items, defects/damages must be returned within 7 days, no shipping & handling charges, no restocking fee's</p>
<p>Sport Supply Group dba: BSN Sports/US Games P.O. BOX 7726 Dallas, Texas 75209 Contact: Craig Mostaffa PH: 800-527-7510 FX: 800-365-7653 bsnbid@sportssupplygroup.com</p>	<p>10% with exceptions</p>	<p>2011 BSN Sports, shipping charges on FOB Destination only, 20-30% restocking fee charges, some items might be replaced or discontinued, 2-3 days ARO, prices good through 5/31/12, use bid #11-40922 when ordering, \$25 minimum order</p>
<p>Buck Terrell Athletics P.O. BOX 16181 Houston, Texas 77222 Contact: Phillip Terrell PH: 713-673-2577 FX: 713-675-6159 btapt@yahoo.com</p>	<p>3%</p>	<p>2011-2012 BTA Catalog, BuyBoard member, no minimum amount to order, Sales rep: Shorty Garza, shipping & handling charges apply & will be added to invoice, please call for a free quote, no restocking fee's apply</p>
<p>Cannon Sports P.O. BOX 11179 Burbank, CA 91510-1179 Contact: Gerson Contreras PH: 800-223-0064 Ext. 110 FX: 800-388-1993 gerson@cannonsports.com</p>	<p>25% Off discount pricing With exceptions</p>	<p>Use Bid #59751, #11153 Athletico, minimum order of \$95, 2010 Volume 24 Catalog, net 30 days, 5-45 days/ARO, F.O.B. destination, 20% restocking fee applies, payments received after 30 days are subject to service charges, add \$20 for rush orders, shipping & handling charges apply</p>
<p>Clarke Distributing Co. 9233 Bryant Street Houston, Texas 77075 Contact: Danny Hartman PH: 800-777-3444 FX: 713-944-7980 danny@clark-distributing.com don@clarke-distributing.com</p>	<p>0%</p>	<p>All prices are wholesale prices, 2011-2012 All 3 Clarke Tennis Catalogs, Buy Board vendor, 5-10 ARO, no minimum except to get free shipping on tennis balls, shipping/handling charges apply, no charge on restocking</p>
<p>Elliot's Custom Golf 712 N. 77 Sunshine Strip #20 Harlingen, TX 78550 Contact: Tim Elliott PH: 877-428-5448 Elliott@customclubs.net</p>	<p>10%</p>	<p>2011 Various, no minimum order, no shipping/handling charges, no restocking fee's, please note our school pricing is always more than 10% discount, depending on vendor.</p>
<p>First to the Finish dba Sportwide 1325 N. Broad Street Carlinville, IL 62626 Contact: Stephanie Alred PH: 800-747-9013 FX: 877-631-9687 steph.alred@fttf.com</p>	<p>10%</p>	<p>2011 First for the Finish & Sportwide, delivers vary some 5-7 days other 2-3 wks., minimum 12 pieces for custom printing, shipping/handling charges will apply, 15% restocking fee applies.</p>
<p>Gamma Sports 200 Waterfront Dr. Pgh, PA 15222 Contact: Micah Chaney PH: 800-333-0337 412-323-0335 Ext. 229 FX: 412-323-1320</p>	<p>5%</p>	<p>2011 Gamma Sports, no minimum to order, shipping/handling charges apply, 5% restocking fee's apply</p>

EXHIBIT _____

VENDOR	DISCOUNT	NOTES
Gilman Gear 30 Gilman Road Gilman, CT 06336 Contact: Pat Walker PH: 800-243-0398 FX: 860-823-1859 neil@gilmangear.com	5%	2009 Gilman Gear, new catalog July 2011 with new pricing, 21 days ARO, \$50 minimum order requirement, shipping/handling charges apply \$5 for small pkgs., \$20 truck shipment, 5% restocking fees, freight is prepaid and added to invoice.
Golf Headquarters 2224 N. 10 th Street McAllen, Texas 78501 Contact: Ruben Gonzalez PH: 956-687-3942 FX: 956-687-2431 vdggolfhdqtrs@aol.com	0%	No minimum order requirement, no shipping/handling charges, no restocking fee's
GTM Sportswear 520 McCall Road Manhattan, KS 66502 Contact: Matt Sims PH: 800-336-4486 FX: 866-310-4201 gtmbids@igtm.com	0%	2011 CATS11, no minimum order required, \$200 + will be free shipping/under \$200 will charge \$5 per order, no restocking charges, up charges apply on all 2XL sizing per catalog.
Longstreth Sporting Goods, LLC 28 Wells Road-P.O. BOX 475 Parker Ford, PA 19457 Contact: Carol Gilligan PH: 800-322-7022 FX: 610-495-7023 team.sales@longstreth.com	10% or Team Pricing extended similar to the 10%	2011-2012 Softball, Lacrosse, Field Hockey, please contact company for a price quote, 4-5 day shipping depending on location in Texas, no minimum requirement, generally 8% shipping on oversized large items we will require a ship change from mfr. No charge on bid items, some items will be charged for restocking (ex. Non stock items)
Leslie G. 6511 Mona Vista Drive Houston, Texas 77083 Contact: Leslie G. Meltzer PH: 281-933-1749 FX: 281-933-3231 lmeltzer@lesliegathletics.com	75%	2011-12, Call for quotes, on all custom goods all made in America, always available in any color combination, 12 items minimum order, no shipping/handling charges,
Metro Swim Shop 1221 Valley Road Stirling, NJ 07980 Contact: Eric Nash PH: 800-526-8788 FX: 908-903-0546 yfli@metroswimshop.com	0%	3-5 business days – shipping from N.J., shipping charges apply only to orders below \$75.00 will be \$6.00 shipping, no restocking fee's
Palos Sports, Inc. 11711 S. Austin Ave. Alsip, IL 60803 Contact: Joy Petkus PH: 800-233-5484 FX: 877-800-5973 jpetkus@palosports.com	10% with exceptions	Must reference Discount code #62025 to ensure discount is applied to your orders.---2011/2012 Palos Sports P.E. Supplies & Equipment, UPS takes 3 business days to reach Edinburg ISD, no minimum on stock orders, minimum of \$100 required to receive 10% off & free freight , 15% shipping charges apply, free freight on all orders over \$100-does not apply to any items with an "x" or "t" prefix, restocking fee's apply
Pyramid School Products 6510 N. 54 th Street Tampa, FL 33610 Contact: Adrain Barton PH: 800-792-2644 FX: 813-621-7688 bids@pyramidsp.com	25%	Bid ref. #11-153(EdinburgCISD), use this on all orders to insure discount, \$75 minimum order for free freight, 2010 Champion Sports, 21-30 days ARO, shipping/handling charges apply to orders under \$75, 20% restocking fee's apply plus return freight

EXHIBIT _____

VENDOR	DISCOUNT	NOTES
Rogers Athletic Company 3760 W Ludington Drive Farwell, MI 48622 Contact: Nathan Yarhouse PH: 800-248-0270 FX: 888-549-9659 nyarhouse@rogersathletic.com	5%	2011 Football, shipping/handling charges will be applied, 10% restocking fee's apply, may be waived in certain circumstances
S & S Worldwide 75 Mill Street Colchester, CT 06415 Contact: Anthoni Bardi PH: 800-243-9232 FX: 800-432-2842 bids@ssww.com	14%	Reference bid #11-153-12PE, on all purchase orders to qualify for special pricing, current catalog at time of order, 3-5 days delivery, shipping/handling charges apply on drop ship items only, restocking fee's apply
School Specialty W6316 Design Dr. Greenville, WI 54942 Contact: Ben Plata-(683-8624) PH: 888-388-3224 FX: 888-388-6344 Sharon.caldwell@schoolspecialty.com	10% current School Specialty EP 25% Off list price on furniture & Equip.w/6 or 8 prefix	Reference Bid #2011242170SS, 2011 PE & Rec./Sportime Catalog, 2011 Fitness & Sport/Sportime Catalog, Supply orders ship free of charge (7&9 prefix) Furniture & Equip. will be charged a min. of \$49 or 15% of the item price (6&8 prefix) if less than \$2,000, if more call for freight quote
Sportdecals P.O. BOX 860 Spring Grove, IL 6008-0860 Contact: Donald MGivier PH: 800-435-6110 FX: 800-557-3322 sports@sportdecals.com	0%	2011-2012 Football, Volleyball, Baseball, Cross-country, Wrestling, Baseball, Softball, Soccer, Track, Fundraising, \$25 minimum order, no charge for ups ground shipping, no restocking charges
Southern Athletic Supply 5828 Broadway Pearland, TX 77581 Contact: James Novak PH: 281-485-1950 FX: 281-485-1679 southernathleticsupply@yahoo.com	10%	2011, \$50 minimum order, no shipping/handling charges, restocking fee's apply
Swim Shops of the Southwest 5010-M Louetta Spring, TX 77379 Contact: T.J. Fry PH: 800-231-0333 FX: 281-251-1459 tjfry@swimshops.com	0-25%	2011 Swim Shops of the Southwest, Net pricer available discounts shown as 12% or more or "team price", no minimum order required, shipping/handling charges apply (see deviations), freight charges apply on Equipment, no charge on restocking,
Team Express 1051 E. Nalcoma San Antonio, Texas 78216 Contact: Jay Deleon PH: 210-348-7000 FX: 210-483-7421 jay.deleon@teamexpress.com	5-45%	2011-2012 Team Express, must contact rep for discounted prices, no minimum order required, shipping/handling charges apply, 3% soft goods, 5% hard goods, no restocking charges
Team Sports of Texas 104 West 3 rd Street Victoria, Texas 77902 Contact: Mauro Lerma PH: 800-242-0151 FX: 361-575-8219 mrlerma71@gmail.com	0-50%	2011, no minimum order required, no shipping/handling charges, no restocking fee's,
Toledo Physical Education Supply P.O. BOX 5618 Toledo, OH 43613 Contact: Dennis Metzger PH: 800-225-7749 FX: 800-489-6256 custserctpeonline.com	15%	2011 & 2012 Toledo P.E. Supply Annual, no minimum order required, shipping/handling charges apply, restocking charges apply depending on items.

EXHIBIT _____

VENDOR	DISCOUNT	NOTES
<p>Top Sox 6511 Mona Vista Drive Houston, Texas 77083 Contact: Leslie G. Meltzer FX: 281-933-1749 PH: 281-933-3231 lmeltzer@lesliegathletics.com</p>	<p>0%</p>	<p>Stock 1 week, non-stock 6-9 weeks for delivery, minimum order 24 pairs for stock, and 36 pairs for non-stock items, call for price quotes, shipping will be included in your quote</p>
<p>Sport Supply Group dba BSN SPORTS, US Games P.O. BOX 7726 Dallas, Texas 75209 Contact: Craig Mostaffa PH: 800-327-0484 FX: 800-899-0149 usgames@sportssupplygroup.com</p>	<p>15% with price exceptions</p>	<p>Purchase orders must state "% Off Bid" and include your bid log ID #11-40923 to get special pricing, otherwise discount WILL NOT be honored, 2011 US Games, \$25 minimum order required, no shipping charges except for freight, 20-30% restocking charge, 2-30 days ARO, F.O.B. Destination</p>
<p>Wenger Corporation 555 Park Drive Owatonna, MN 55060 Contact: Jackie Berg PH: 800-733-0393 Ext. 377 FX: 507-774-8575 jackie.berg@wengercorp.com</p>	<p>5%</p>	<p>Call for quotes, no minimum order required, shipping/handling charges will apply (call for exact charges), 10-50% re-stocking fee's apply depending on items.</p>
<p>Walters Swim Supplies, Inc. 14155 W. Capitol Dr. Brookfield, WI 53005 Contact: Customer service PH: 800-558-0428 FX: 262-790-9043 joe@walterswim.com</p>	<p>10% Off list</p>	<p>2011-2012 Walters Swim Supplies @ walterswim.com, no minimum order required, shipping/handling charges apply (call for exact amt.) 25% re-stocking fee's apply</p>

11-153, ATHLETIC CATALOG SUPPLIES

3959	95-3577907	10	742229356
4 SEASONS SWIMWEAR		A & L ATHLETICS	
74818 VELIE WAY #7		2208 PRIMEROSE BUILDING "O"	
PALM DESERT, CA 92260		MCALLEN, TX 78504	
3958		11	1-74-22348122
AARDVARK SWIM & SPORT		ALEX ACOSTA SPORTING	
14221 - A WILLARD ROAD		GOODS COMPANY	
CHANTILLY, VA 20151		2601 PLEASANTON ROAD	
		SAN ANTONIO, TX 78221-1802	
6137	39-1812719	9834	
ALL AMERICAN AQUATICS		ALL AMERICAN SPORTS	
300 CHAFFEE ROAD		4302 CAVAZOS STREET	
OCONOMOWOC, WI 53066		MISSION, TX 78573	
4747		908	23-2270684
ALL VALLEY SCREENPRINTING		ALUMINUM ATHLETIC EQUIPMENT	
4308 N. 23RD		1000 ENTERPRISE DRIVE	
MCALLEN, TX 78504		ROYERSFORD, PA 19468	
3026	14-1563227	5020	980193195
ANACONDA SPORTS		AQUAM AQUATIC SPECIALIST INC	
5 CORPORATE DRIVE		1320 ROUTE 9	
CLIFTON PARK, NY 12065		**NO LISTING FOR THIS VENDOR**	
		CHAMPLAIN, NY 12919	
8074		7497	
ATHLETIC MATS		ATHLETIC SUPPLY, INC	
200 AMERICAN AVENUE		1107 N. GRANT	
JEFFERSON, IA 50129		ODESSA, TX 79761	
3287	91-0935989	6018	74-2654964
BADEN SPORTS INCORPORATED		BAKKA CORP DBA; MECA SPORTS	
34114 21st AVENUE SOUTH		701 N. "U" STREET	
FEDERAL WAY, WA 98003		**PH BUSY/FX STATIC***C NOTES	
		HARLINGEN, TX 78550	
197		3319	1741690472-4
BALFOUR VALLEY		BARCELONA SPORTING GOODS	
300 EAST EXPRESSWAY 83		9999 W. SAM HOUSTON PKWY N.	
SUITE H		HOUSTON, TX 77064	
PHARR, TX 78577			
2559	17426893917	4387	87-0399097
BASEBALL EXPRESS		BIGGER FASTER STRONGER INC	
P.O BOX 792310		843 W. 2400 SOUTH	
SAN ANTONIO, TX 78279-2310		SALT LAKE CITY, UT 84119	
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	
8485		3980	23-2198293
BLUE MOOSE TEES		BOATHOUSE SPORTS	
912 113TH ST.		425 E. HINTING PARK AVE.	
ARLINGTON, TX 76011		PHILADELPHIA, PA 19124	

11-153, ATHLETIC CATALOG SUPPLIES

1976	2-454-22-8830	7036	32-0021254
BUCK TERRELL ATHLETICS INC.		C & G SPORTING GOODS	
P.O. BOX 16181		DBA: BAREFOOT ATHLETICS	
HOUSTON, TX 77222		1348-3 W. WASHINGTON	
		STEPHENVILLE, TX 76401	
862	72-0096361	3873	74-2802934
CANNON SPORTS INC		CIMMARRON COUNTRY CLUB	
P O BOX 11179		1200 S. SHARY RD	
BURBANK, CA 91510-1179		P.O. BOX 2523	
		MISSION, TX 78572	
3480	76-0249723	3391	63-1121363
CLARKE DISTRIBUTING COMPANY		COACH-COMM TECH	
9233 BRYANT STREET		205 TECHNOLOGY PARKWAY	
HOUSTON, TX 77075		AUBURN, AL 36830	
4107	22-2795073	3741	36-3246052
COLLEGIATE PACIFIC		DAVIS ATHLETIC EQUIPMENT CO	
P.O. BOX 7726		7035 W 65TH STREET	
DALLAS, TX 75209		BEDFORD PARK, IL 60638	
2053	561808142	2895	75-2647000
DIAMOND CITY BASEBALL INC		DIAMOND PRO/TXI	
1134 DIAMOND CITY ROAD		1341 W MOCKINGBIRD LANE	
FX DISC/PH:NOT SURE 4V***		DALLAS, TX 75247	
JAMESVILLE, NC 27846			
3430	75-1841784	8011	
DOBBS TENNIS COURTS, INC		EDUCATIONAL RECORD CENTER INC	
P.O. BOX 90397		3233 BURNT MILL DRIVE, ste 100	
AUSTIN, TX 78709-0397		***company closed 5/31/10*****	
		WILMINGTON, NC 28403	
8423		2001	74-2633829
EDWIN WATTS		ELLIOTT'S CUSTOM GOLF	
4526 SOUTH PADRE ISLAND DR		712 N. 77 SUNSHINE STRIP	
CORPUS CHRISTI, TX 78411		SUITE #20 EL MERCADO MALL	
		HARLINGEN, TX 78550	
3335	68-0326720	1282	36-363-8083
FIRST SERVICE		FIRST TO THE FINISH INC	
737 SOUTHPOINT BLVD		DBA: SPORTWIDE	
SUITE D		1325 NORTH BROAD ST	
PETALUMA, CA 94954		CARLINVILLE, IL 62626	
1348	561002414	3561	13-1809948
FISHER ATHLETIC		FLAGHOUSE INCORPORATED	
P.O. BOX 1985		601 FLAGHOUSE DRIVE	
2060 CAUBLE ROAD		HASBROUCK HEIGHTS, NJ 07604	
SALISBURY, NC 28145			
5125	74-262-2671	1184	370775370
GERAGHTY TENNIS		GILL SPORTS EQUIPMENT	
6553 BANDERA ROAD AT SENECA DR		P.O. BOX 1790	
SAN ANTONIO, TX 78238		CHAMPAIGN, IL 61824-1790	
3415	060623419	3461	463-56-0700
GILMAN GEAR		GOLE SPORTS	
30 GILMAN RD		PO BOX 4497	
GILMAN, CT 06336		**p:wrong# fx wks/no yp listin	
		BROWNSVILLE, TX 78523	

11-153, ATHLETIC CATALOG SUPPLIES

7484	26-2240487	8424	
GOLF CART CROSSING		GOLF GALAXY	
1122 EXPRESSWAY 83		315 NW LOOP 410	
PHARR, TX 78577		SAN ANTONIO, TX 78216	
6929		8435	
GOLF HEADQUARTERS		GOLF TEAM PRODUCTS	
2224 N. 10TH		P.O. BOX 259	
MCALLEN, TX 78501		BEAVERTON, OR 97075-0259	
6184		3064	
GOLFBALLS.NET		GOLFSMITH INTERNATIONAL INC	
914-9TH STREET		11000 NORTH IH-35	
LAKEVIEW, IA 51450-7841		AUSTIN, TX 78753	
1405	41-1362324	7475	75-296-8828
GOPHER SPORT		GOT PRIDE USA	
PO BOX 998		5435 N GARLAND AVE	
OWATONNA, MN 55060-0998		SUITE 140-187	
		GARLAND, TX 75040	
8352		1827	
GRAPHIXPRESS		GREAT LAKES SPORTS	
308 N CLOSNER BLVD STE B		P.O. BOX 447	
no longer available**		LAMBERTVILLE, MI 48144	
EDINBURG, TX 78539			
4964	720976443	2626	41-1377997
GREEN SPORTS, USA INC		GREG LARSON SPORTS	
P.O. BOX 397		P.O. BOX 567	
WEST MONROE, LA 71294		BRAINERD, MN 56401	
9567		4820	48-1115882
GREGG UNITIED SPORTS, INC		GTM SPORTWEAR	
P.O. BOX 970008		520 MCCALL ROAD	
BOCA RATON, FL 33497-0008		P.O. BOX 8	
		MANHATTAN, KS 66502-0008	
9050		27	06-0776727
GYM CLOSET		JAYPRO SPORTS EQPT	
P.O. BOX 549		976 HARTFORD TURNPIKE	
TEMPERANCE, MI 48182		WATERFORD, CT 06385	
9560		3957	36-3196206
JC SPORTS CON ACTION		KIEFER & ASSOCIATES	
1611 E. CANTON RD		1700 KIEFER DRIVE	
EDINBURG, TX 78542-2925		ZION, IL 60099	
1951	75-2337870	5218	74-2472686
KORNEY BOARD AIDS INC		LOGO'S ETC	
312 HARRISON AVENUE		2301 NORTH 10th STREET	
ROXTON, TX 75477		MCALLEN, TX 78501	
1399	76-0285 005	3528	7517651-1885
LESLIE G		LISCO LLP	
6511 MONA VISTA DRIVE		2101 EAST 50TH ST.	
HOUSTON, TX 77083-1319		LUBBOCK, TX 79404	

11-153, ATHLETIC CATALOG SUPPLIES

3902	23-2311769	6930	
LONGSTRETH WOMEN'S SPORTS		LOS LAGOS GOLF COURSE	
28 WELLS ROAD		1720 S. RAUL LONGORIA	
PARKER FORD, PA 19457		EDINBURG, TX 78539	
1133	05-0301940	1953	1-74-1445917-6
M-F ATHLETIC COMPANY - MFAC		MAPES PRO SHOP - H E B TENNIS	
11 AMFLEXDR		P O BOX 6185	
CRANSTON, RI 02921		**RETURN NO FORWARDING ADDRESS	
		CORPUS CHRISTI, TX 78466	
4868	35-1873516	5672	35-179-3129
MASA INC		MASTER SPORTS	
1413 SOUTH MERIDIAN ROAD		6206 DISCOUNT DR.	
JASPER, IN 47546		FORT WAYNE, IN 46818	
33	17424153496	4357	22-2148506
MCALLEN SPORTS		METRO SWIM SHOP	
108 SOUTH 16TH STREET		P.O. BOX 207	
MCALLEN, TX 78501		1221 VALLEY ROAD	
		STIRLING, NJ 07980	
3476		5507	1-76-0370268-3
MIDWEST VOLLEYBALL WAREHOUSE		MULLIGAN'S GOLF STORE	
14050 JUDICIAL ROAD		911 E. EXPRESSWAY 83	
BURNSVILLE, MN 55337		***cannot update***	
		PHARR, TX 78577	
249	39-1747375	1822	93-0756497
NASCO		NATIONAL BATTING CAGES	
901 JANSEVILLE AVENUE		P O BOX 250	
PO BOX 901		FOREST GROVE, OR 97116-0250	
FORT ATKINSON, WI 53538-0901			
8259		8258	
NEW BALANCE		NIKE TEAM SPORTS	
BRIGHTON LANDING		ONE BOWERMAN DRIVE	
20 GUEST STREET		BEAVERTON, OR 97005	
BOSTON, MA 02135			
7531		9853	
NONSTOP VOLLEYBALL		NORCAL	
FIRST TO FINISH		2449 2ND ST	
1325 NORTH BROAD STREET		NAPPA, CA 94559	
CARLINVILLE, IL 62626			
7805		1825	36-2410654
NORTHSIDE GOLF RANGE		PALOS SPORTS INC	
9404 N. NAVARRO		11711 S. AUSTIN AVENUE	
VICTORIA, TX 77904		ALSIP, IL 60803	
2531	05-045-6687	6157	
PORTA PHONE		PRO LOOK SPORTS	
P.O. BOX 560		1325 S 800E STE 315	
NARRAGANSETT, RI 02882		OREM, UT 84097	
1728	741166679	3387	17202724799
PRO-ONE ATHLETICS		PROMAXIMA MANUFACTURING	
P.O. BOX 270300		5310 ASHBROOK	
CORPUS CHRISTI, TX 78427		HOUSTON, TX 77081	

11-153, ATHLETIC CATALOG SUPPLIES

3014	59-0932660	3126	74-2566627
PYRAMID SCHOOL PRODUCTS		QUATTRO INDUSTRIES INC	
6510 NORTH 54TH STREET		4612-L BURLESON ROAD	
TAMPA, FL 33610-1908		**ATTEMPTED NOT KNOW****	
		AUSTIN, TX 78744	
6138	45-0356327	12	34-16888715
RECREATION SUPPLY COMPANY		RIDDELL ALL AMERICAN	
P.O. BOX 2757		6846 ALAMO DOWNS PKWY	
BISMARCK, ND 58502-2757		SAN ANTONIO, TX 78238-4516	
1106	381917163	8260	
ROGERS ATHLETIC COMPANY		RUSSELL ATHLETICS	
3760 W. LUDINGTON DR.		281 SALES OFFICE DR.	
FARWELL, MI 48622, MI 48622		ALEXANDER CITY, AL 35010	
41	390941246	8010	
S & S DISCOUNT SPORTS		S & S WORLDWIDE	
P.O. BOX 513		75 MILL STREET	
COLCHESTER, CT 06415-0513		COLCHESTER, CT 06415	
528	38-1624481	47	38-1624481
SCHOOL MASTERS		SCHOOL-TECH, INC	
745 STATE CIRCLE		DBA: WOLVERINE SPORTS	
P O BOX 1941		745 STATE CIRCLE	
ANN ARBOR, MI 48106-1941		ANN ARBOR, MI 48108	
8066	20-177963-9	8422	
SENIOR GOL "THE VALLEY SOCCER		SHARY GOLF COURSE	
SPECIALTY STORE"		2201 N. MAYBERRY ST	
2901 N. 10TH ST. SUITE J		MISSION, TX 78572	
MCALLEN**ph/fx disc/no yp list			
40	54-1324902	6397	
SKIPS SPORTS EQUIPMENT INC		SOCCER LOCKER USA	
P.O. BOX 8430		6487 BLANCO RD	
VIRGINIA BEACH, VA 23450-8430		SAN ANTONIO, TX 78216	
2427	431152224	9088	
SOCCER MASTER HEADQUARTERS		SOCCER POST	
TEAM DEPARTMENT		3001 S. CENTRAL EXPWY	
14188 MANCHESTER RD		SUITE #300	
MANCHESTER, MO 63011-4519		MCKINNEY, TX 75070	
7300		6998	710864348
SOFTBALL SALES		SOUTHERN ATHLETIC SUPPLY INC	
P.O. BOX 792310		5828 BROADWAY	
SAN ANTONIO, TX 78279-2310		PEARLAND, TX 77581	
930	04-3147901	232	36-3189179
SPIKE VOLLEYBALL		SPORT DECALS	
601 PACKARD COURT		2504 SPRING RIDGE DRIVE	
SAFETY HARBOR, FL 34695		P.O. BOX 860	
		SPRING GROVE, IL 60081-0860	
20	75-2241783	932	58-0957868
SPORT SUPPLY GROUP INC.		SPORTIME	
DBA; BSN SPORTS/US GAMES		P.O. BOX 922668	
P.O. BOX 7726		NORCROSS, GA 30010-2668	
DALLAS, TX 75209			

11-153, ATHLETIC CATALOG SUPPLIES

7018	81-0603005	1128	330-208531
SPORTS DIRECT SOURCE IND		SPORTWIDE INC	
6514 HAUSMAN ROAD WEST		1325 N. BROAD ST.	
**BUSY#/DISC/FAX IS VOICE MAIL		CARLINVILLE, IL 62626	
SAN ANTONIO, TX 78249			
1134	95-3748192	5348	93-0719383
SPRINGCO ATHLETICS		STACKHOUSE ATHLETIC EQUIPMENT	
5000 LOVE ROAD		P.O. BOX 12276	
FAX/PH WRONG #'S***		SALEM, OR 97309	
EL PASO, TX 79922			
2814	91-1894199	8535	463-82-0472
STERLING ATHLETICS		STITCHES 4 ALL	
16719 110TH AVENUE EAST		1800 S. MAIN STREET	
SUITE A		OFC #1030	
PUYALLUP, WA 98374		MCALLEN, TX 78503-5444	
3321		5666	74-207190
SWIM SHOPS OF THE SOUTHWEST		SWIM SHOPS OF THE SOUTHWEST	
ATTN: RUSS GARNEY		5010-M LOUETTA RD	
1312 GUADALUPE RD.		SPRING, TX 77379	
CANYON LAKE, TX 78132			
3647	59-2822462	3966	36-3511140
SWIM ZONE INC.		SWIMMERS EDGE	
932 58TH STREET N.		7532 JANES AVE	
ST. PETERSBURG, FL 33710		WOODRIDGE, IL 60517	
210	1-74-23003866	4362	1-74-2689391-7
T-SHIRT GALLERY		TEAM EXPRESS	
5815 A WEBER ROAD		1051 EAST NAKOMA	
CORPUS CHRISTI, TX 78413		SAN ANTONIO, TX 78216	
6990	1-74-29946274-4	28	74-1939384
TEAM PATTERSON INC		TEAM SPORTS OF TEXAS	
137 DANUBE		104 WEST 3RD STREET	
PH NOT WKG/FAX SAME***		VICTORIA, TX 77902	
SAN ANTONIO, TX 78213			
6852	17526579028	8919	
TEAMLIN		TENNIS EXPRESS	
989 W. SANDYLAKE RD		11022 WESTHEIMER ROAD	
SUITE 200		HOUSTON, TX 77042	
COPPELL, TX 75019			
9404		4013	75-1888523
THE GOLF WAREHOUSE		THE TENNIS SHOP, INC	
8851 EAST 34TH STREET NORTH		708 HAVENWOOD LN S	
WICHITA, KS 67226		FORT WORTH, TX 76112-1017	
2660	56-1859824	2292	34-1276429
TIME-OUT		TOLEDO P.E. SUPPLY	
P.O. BOX 548		P.O. BOX 5618	
PH/FAX DISCNO UP LISTING**		TOLEDO, OH 43613	
SPENCER, NC 28159			
2407	56-1433-545	44	38-1774477
TOP SOX		TOTAL SPORTS SOURCE/ATS	
6511 MONA VISTA DRIVE		200 WATERFRONT DRIVE	
HOUSTON, TX 77083-1319		PITTSBURGH, PA 15222	

11-153, ATHLETIC CATALOG SUPPLIES

8332 TOTAL TEAM WARES 275 SOUTH US HWY 17-92 LONGWOOD, FL 32750	8823 TREJEN SPORTS 507 16-1/2 CIRCLE LANE SAN JUAN, TX 78589	459-95-8767
478 Troxell Communications Inc. 703B OAKLAWN RD #311 PLEASANTON, TX 78064	5972 UNDERDOG SPORTS INC. DBA PLANO SPORTS CENTER 2430 AVENUE K PLANO, TX 75074	
45 US GAMES P.O. BOX 7726 DALLAS, TX 78509	2656 VALLEY DISCOUNT GOLF 2224 NORTH 10TH STREET MCALLEN, TX 78501	74-2018880
7621 VARSITY SOCCER 1307 EAST JONES AVENUE PHARR, TX 78577	7532 VOLLEYBALL WORLDWIDE SPORTS SU 145 NORTH JENSEN RD **DUPLICATED LOOK @ #6928** VESTAL, NY 13850	
1235 VS ATHLETICS 4035 SOUTH HIGUERA ST. SAN LUIS OBISPO, CA 93401	3973 WALTERS SWIM SUPPLIES, INC 14155 WEST CAPITOL DRIVE BROOKFIELD, WI 53005	39-1284119
4726 WHITE LINE SPORTS 2330 N. 10TH STREET SUITE B MCALLEN, TX 78501	3382 WOODY'S SPORTING GOODS 202 E. INDUSTRIAL WAY LA FERIA, TX 78559	174-2773214-8
8261 X-O SPORTS GEAR UP 2400 WEST WOOD AVENUE RICHMOND, VA 23230	5102 X-SPORTS 2210 S. FAIRVIEW AVENUE **PH NO CONNECTION/FX DISC**** SANTA ANA, CA 92704	
5907 XPRESS SIGNS & PRINTING 5115 S. HIGHWAY 281 - STE J **UNABLE TO UPDATE C-NOTES**** EDINBURG, TX 78539	7316 Z WEAR INC 4613 CREEKMONT DRIVE HOUSTON, TX 77091-5230	76-0490588

Vendors Printed: 148

APPROVAL OF BID 11-186, FINE ARTS - MUSIC EQUIPMENT FOR GORENA ELEMENTARY, LONGORIA AND HARWELL MIDDLE SCHOOLS

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the bid for the Fine Arts – Music Equipment for Gorena, Longoria and Harwell which is indicated in the attached bid tabulation as being the most favorable and advantageous to the District.

Rationale

Administration sought competitive sealed bids for the Music Equipment. The bid opening was held at the Administration building on June 7, 2011 at 2:30 P.M. where six (6) bids were received, opened. This music equipment will be for the new campuses which are Gorena, Harwell and Longoria.

User Department

This item was requested Nelinda Villarreal, Director of Fine Arts.

Budgetary Information

Award Recommendation: \$109,091.00

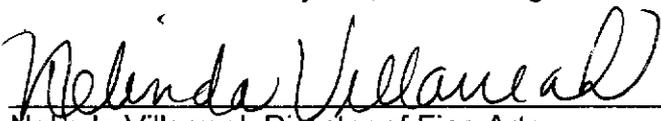
Account	Description	Appropriations	Encumbrance	Expenditure	Balance
166-11-6397-xx-131-111-xxx	Fixed Assets	25,488.00	0.00	0.00	25,488.00
166-11-6397-xx-048-111-xxx	Fixed Assets	374,841.00	91,483.00	133,744.55	149,613.45
166-11-6397-xx-047-111-xxx	Fixed Assets	81,360.00	12,360.00	23,930.00	45,616.00
TOTALS		481,689.00	103,843.00	157,674.55	220,717.45

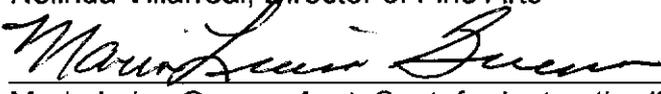
Resource Personnel

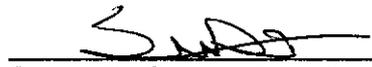
Dr. René Gutiérrez Maria Luisa Guerra Amaro Tijerina
 Dr. Rebecca Morrison Nelinda Villarreal Claudina E. Longoria
 Sylvia D. Garcia

Board Policy Reference

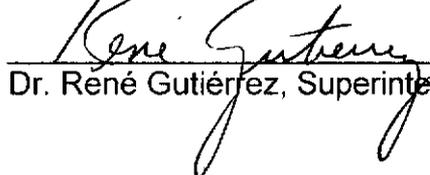
This is in accordance with the Board Policy CH, Purchasing Law Bidding Requirements.

Requested by: 
 Nelinda Villarreal, Director of Fine Arts

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

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

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

Recommended by: 
 Dr. René Gutiérrez, Superintendent of Schools

Notes for Bid Tabulation
BID 11-186, FINE ARTS - MUSIC EQUIPMENT FOR GORENA ELEMENTARY,
LONGORIA AND HARWELL MIDDLE SCHOOLS
June 28, 2011

1. **USER DEPARTMENT:** This bid was requested by Nelinda Villarreal, Director of Fine Arts. Mrs. Villarreal will be present to answer any detailed questions regarding this bid.
2. **TYPE OF BID:** This is a one time purchase.
3. **BID EVALUATION:** This bid was evaluated by the Fine Arts Department. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** The Fine Arts Department will prepare purchase orders following Board of Trustee bid approval.
5. **AMOUNT SPENT LAST YEAR:** None
6. **TOTAL AWARD RECOMMENDATION:**

COMPANY	COST
Melhart	\$3,432.00
Wenger Corporation	\$105,659.00
GRAND TOTAL	\$109,091.00

7. **NOTES:**

A - Award Recommendation to low bids that met specifications.

EXHIBIT _____

**BID 11-186, FINE ARTS - MUSIC EQUIPMENT FOR GORENA, LONGORIA AND HARWELL
TABULATION**

ITEM #	DESCRIPTION	CAMPUS	QTY	UNIT	MELHART MUSIC CENTER		NICK RAIL MUSIC		UNIVERSAL MELODY	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	FLIPFORMS Molded hand-holds making flipping and moving flipforms easy, built-in recessed wheels, high-density plastic for strength and durability, textured surface for enhanced traction, easy-to-clean materials, assembly required WENGER #1801002	GORENA ELEMENTARY	1	EACH	-	-	-	-	-	-
2	LESSONS WORKS BOARD Easily converts between high and low positions to accommodate all age groups, porcelain-clad white board features permanent music staves and is magnetized to hold optional LessonWORKS musical symbols, large pocket in base stores optional lesson cards and posters, handi holder system keeps lesson cards and other poster and paper teaching tools in perfect position, smooth rolling design to easy to use. WENGER #172B001	GORENA ELEMENTARY	1	EACH	1,095.00	1,095.00	-	-	-	-
3	FOOTNOTES MUSIC RUGS Rolls up for easy storage, meets or exceeds federal flammability standards, action-backed to resist skidding, backing is action back natural synthetic rubber and latex, order-free, stain proof, and mildew/moisture resistant, 100% nylon, comes with the following: musical staff rug, treble clef overlay, bass clef overlay, "Do" symbol overlay, middle "C" overlay FootNOTES activity booklet WENGER #180A001	GORENA ELEMENTARY	1	EACH	-	-	-	-	-	-
4	POSTER/TEACHING STORAGE CABINET Full-length lockable doors, leveling pads on base, removable bins and bin labeling system are included, bins fit on shelves or on special hangers (included), 3/4" (19mm) thermo-fused composite wood, includes three medium red bins, four large blue bins and six small yellow bins, two adjustable shelves in lower cabinet, three in upper cabinet. WENGER #169D001	GORENA ELEMENTARY	1	EACH	1,095.00	1,095.00	-	-	-	-
5	STEREO WORKSTATION Keeps all of your stereo equipment organized and at hand, desktop accommodates a 40" keyboard, lockable roll-top, access panel, and base doors, smooth-rolling 4" heavy-duty casters, master power switch controls all electricity to the unit, rear access panel includes six 3-plug outlets, base holds most standard, rack-mountable electronic components, includes three rack-mountable shelves. WENGER #147G520	GORENA ELEMENTARY	1	EACH	1,095.00	1,095.00	-	-	-	-
6	ORFFMOBILE Eliminates moving valuable instruments by hand and storing them in places where they are vulnerable to damage, make it easy to move heavy bass unit and always keeps it in the ready-to-play position, three playing surfaces are different heights to accommodate any child or instrument, solid-steel construction and 118" ABS plastic shelves create an extremely stable playing surface, easy-rolling casters make transportation smooth and stable when folded, mallet storage on casters. WENGER #167C001	GORENA ELEMENTARY	1	EACH	595.00	595.00	-	-	-	-
7	ORFFGARAGE Custom space for ORFFmobile cart, protects instruments and keeps them accessible, four adjustable shelves in upper cabinet, full-length lockable doors, leveling pads on base, 3/4" thermo-fused composite wood. WENGER #168D001	GORENA ELEMENTARY	1	EACH	875.00	875.00	-	-	-	-
8	SIGNATURE CHORAL RISERS WITH SIDE RAILS Patented fold-down design is easy for one person to set up, formed and welded steel construction for unparalleled stability and quiet performance, formal black styling is attractive and appropriate for any performance or venue, wing-nut, step attachment design allows reversing without tools, 4-step riser is 6'-6-1/4" wide at the back of fourth step, fit through standard doorways, feature a compact footprint for easier storage, sturdy backrail with child-height crossbar, 18" deep, siderail set (2) for additional security. WENGER #098D064/088D841	GORENA ELEMENTARY	5	EACH	1,260.00	6,300.00	-	-	-	-
9	PREFACE CONDUCTOR'S STAND Easy-to-use economy and aesthetics ideal for all musical environments, including practice and rehearsal rooms and performance areas, curved desk design, lightweight but durable metal construction, wobble-free base attachment, integrated storage keeps all the conductor's needs nearby and out-of-site, tilting desk allows for easy angle adjustment, sturdy 1.2mm thick aluminum desk, 2mm thick aluminum storage box extends full width of desk for enhanced strength, integrated storage box design allows access from both sides and prevents spills if desk is tipped, bolt-through desk attachment maintains stability and prevents unexpected separation, brass spring height adjustment mechanism set desk quickly and securely from 25-1/2" to 49-1/2", desk lip to floor, 19" x 21" base footprint for exceptional stability, double upright posts sit in base collars to eliminate wobble, 12-gauge double base with 1/4-gauge tie bar further enhance strength and stability, durable black powder coat paint finished for a formal appearance. WENGER #238A001	GORENA ELEMENTARY	1	EACH	1,320.00	1,320.00	-	-	-	-
10	PORCELAIN MARKERBOARD Superior environmental porcelain steel markerboard, surface contains no VOC's (Volatile Organic Compounds), 99% recyclable, low-gloss magnetic steel surface is laminated to a 7/16" MDF substrate for extra strength and moisture resistance, includes L-clips, rawl plugs, and screws for installation. WENGER #174A100.02	GORENA ELEMENTARY	1	EACH	535.00	535.00	-	-	-	-

**BID 11-186, FINE ARTS - MUSIC EQUIPMENT FOR GORENA, LONGORIA AND HARWELL
TABULATION**

ITEM #	DESCRIPTION	CAMPUS	QTY	UNIT	MELHART MUSIC CENTER		NICK RAJ, MUSIC		UNIVERSAL MELODY	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
11	VINYL TACKBOARD Excellent message vehicle for classrooms, hallways, auditoriums, sports and fitness areas, visual appeal enhances any environment, surface does not show pinholes, resists moisture, mold, mildew, bacterial and chemicals, resists crayons, glue and dust, fabric-backed vinyl surface is permanently laminated to a 7/16" insulation board, framed in anodized aluminum. WENGER #174A233	GORENA ELEMENTARY	1	EACH	-	-	-	-	-	-
12	ORFF INSTRUMENT SET With Palisano Xylophones and Meisterklasse Metallophones. Instrument combination to include F# and Bb bars and the appropriate mallets, set includes: 2 - Deep Bass Xylophones, 3 - Tenor-alto Xylophones, 1 - Deep Bass Metallophone, 2 - Tenor-alto Metallophones, 1 - Soprano Metallophone, 2 - Tenc-alto Glockenspiels, 1 - Su-Contral Bass Bar, 1 - Contra Bass Bar F, 1 - Contra Bass Bar G. SAM ASH #202408	GORENA ELEMENTARY	1	SET	-	9,750.00	9,750.00	-	8,915.78	8,915.78
14	SIGNATURE CHORAL RISERS WITH SIDE RAILS Patented fold-down design is easy for one person to set up, formed and welded steel construction for unparalleled stability and quiet performance, formal black styling is attractive and appropriate for any performance or venue, wing-nut step attachment design allows reversing without tools, 4-step riser is 6-5/16" wide at the back of fourth step, fit through standard doorways feature a compact footprint for easier storage, sturdy backrail with child-height crossbar, 18" deep siderail set (2) for additional security. (4 - Longoria, 5 - Harwell) WENGER #038D054/038D541	(4) LONGORIA M.S. - (5) HARWELL M.S.	9	EACH	1,260.00	11,340.00	-	-	-	-
15	MUSIC LIBRARY SYSTEM High-density slide-out design minimized storage space, organized music with a systematic approach that can save hours - even days of searching, roll-out design economized space and creates a clean, organized appearance, designed to accommodate the majority of music filing boxes, end-tab file folders, and envelopes, compartment size is 10.5" H x 13"D, rugged square tubular frame, 34-1/2" wide plywood-core shelves coated in a protective polyester laminate, each unit is 44"D and 16"W in the closed position, total depth of each cabinet is 80" in the open position, fully-loaded units can weigh up to 980 lbs, 7-shelf unit. (6 - Longoria, 6 - Harwell) WENGER #173E700	(6) LONGORIA M.S. - (6) HARWELL M.S.	12	UNITS	1,095.00	13,140.00	-	-	-	-
16	RACK 'N ROLL COSTUME RACK Ideal for transporting props, costumes, or other garments, equipped with full-length hanger bar with space for full-length costumes, bottom shelf protects longer garments from dragging on the floor, top shelf is ideal for lightweight items, fits through standard 32" door, 4" model is designed for use in passenger elevators, designed for one-person operation, assemblies and disassembles without the use of tools, durable powder coat paint finish, black texture, hanger bar constructed of 1-1/4" 11-gauge tubing, uprights constructed of 1-3/8" 1-1/2" round tubing, 5" swivel non-marking casters provide easy maneuverability, basket is 20-7/8" x 14"W x 10-7/8"H, five year warranty. (7 - Longoria, 3 - Harwell) WENGER #028B001	(7) LONGORIA M.S. - (3) HARWELL M.S.	10	EACH	525.00	5,250.00	-	-	-	-
17	STEREO CABINET 21-5/8"W x 18"D x 40"H, flip-up hinged top with lid stay, three compartments with adjustable shelves for stereo components, includes fold-down speaker shelves 13-5/8"W x 15-1/4"D x 3/4" thick, cabinet constructed of 3/4" thick industrial grade composite wood with polyester laminate finish, 1/8" thick PVC edge banding, cassette tape storage drawer with moded storage inserts, holds up to 30 cassette tapes, CD storage drawer with moded storage inserts, holds up to 46 CDs, LP storage compartment with steel driver, holds up to 24 LPs, hinged lockable rear service door for easy access to wiring, hinged lockable top and front door, storage drawer for storage of miscellaneous items like cords, headphones, etc. includes four dual swivel casters with locking front casters, bolt-through construction on all door hardware, cabinet shipped assembled, 10 year warranty. (5 - Longoria, 5 - Harwell) WENGER #165H001	(5) LONGORIA M.S. - (5) HARWELL M.S.	10	EACH	659.00	6,590.00	-	-	-	-
18	MOBILE FOLIO CABINET Polyester laminate finish for added strength, 100-slot units for choir, shelf supports are guided by an extruded-aluminum column with black finish, constructed of thermofused composite wood, standard 1-3/8" spacing between shelves with adjustments at 7/8" intervals, durable, smooth-rolling swivel casters let you take your sheet music anywhere. (1 - Longoria, 1 - Harwell) WENGER 100-SLOT - #148M024 MOBILE FOLIO CABINET Polyester laminate finish for added strength, 75-slot units for band/orchestra, shelf supports are guided by an extruded-aluminum column with black finish, constructed of thermofused composite wood, standard 1-3/8" spacing between shelves with adjustments at 7/8" intervals, durable, smooth-rolling swivel casters let you take your sheet music anywhere. WENGER 75-SLOT - #148M033	(1) LONGORIA M.S. - (1) HARWELL M.S.	2	EACH	769.00	1,538.00	-	-	-	-
19	MOBILE FOLIO CABINET Polyester laminate finish for added strength, 75-slot units for band/orchestra, shelf supports are guided by an extruded-aluminum column with black finish, constructed of thermofused composite wood, standard 1-3/8" spacing between shelves with adjustments at 7/8" intervals, durable, smooth-rolling swivel casters let you take your sheet music anywhere. WENGER 75-SLOT - #148M033	LONGORIA M.S.	3	EACH	659.00	1,977.00	-	-	-	-

**BID 11-186, FINE ARTS - MUSIC EQUIPMENT FOR CORENA, LONGORIA AND HARWELL
TABULATION**

ITEM #	DESCRIPTION	CAMPUS	QTY	UNIT	MELHART MUSIC CENTER		NICK RAIL MUSIC		UNIVERSAL MELODY	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
20	STUDENT CHAIR Posture chair design, extra-strong, square tube framing for durability and longer life, wear-resistant polypropylene seat and back in black promote even weight distribution, greater comfort and a lasting appearance, large seat and back give musicians proper support and wider range of movement, chair glides provide increased durability and stability, chrome finish, five-year warranty. WENGER #0930000	LONGORIA M.S.	90	EACH	59.00	5,310.00	65.00	5,850.00	-	-
	NOTA STANDARD CHAIR Wear resistant polypropylene seat and back promote even weight distribution, greater comfort and a lasting appearance, patented design provides two seating zones, each zone enhances performance by promoting a naturally balanced skeletal shape, reducing muscle strain and enabling increased circulation, freedom of movement, and diaphragmatic breathing, narrow convex back provides lumbar support while still allowing for freedom and range of movement, rounded waterfall front allows one height of chair to accommodate a wider range of body sizes, durable, specially designed floor glides provide stability when seated and ease of movement when arranging chairs, five-year warranty. WENGER #0330000	LONGORIA M.S.	100	EACH	59.00	5,900.00	-	-	-	N/B
21	CONDUCTOR'S CHAIR Chair frame and upright post assembly are constructed of 14-gauge steel with black powder paint finish, seat and back are covered with 100% olefin fabric over 2" foam padding, chair adjusts with pressurized gas cylinder, adjusts in height from 26-1/2" to 36-1/2", seat has 170 degrees swivel with locking feature, seat has three pre-determined depth seating for conductor, string bass, or percussion use, 14-gauge steel footrest is fixed to chair frame, five 1-4-gauge steel legs designed to slide under 6" podium, five year warranty. WENGER #157C077	LONGORIA M.S.	3	EACH	329.00	987.00	-	-	-	N/B
22	PERCUSSION CABINET Workstation is 48-1/8"W x 24-1/2"D x 35-3/4"H, construction is 3/4" thick industrial grade composite wood with polyester laminate finish, edge banding is 1/8" thick PVC, workstation top is 3/4" industrial grade particleboard with neoprene material on top, plywood bottom is 3/4" with four 4" rubber swivel casters that make it easy to move from room to room, workstation have four foam-lined 21-1/2"W x 19-3/4"D, 3-1/2"H drawers constructed of 18 gauge steel with built-in handle, four 23"W x 23"D compartments, ten year warranty WENGER #147G001	LONGORIA M.S.	1	EACH	1,320.00	1,320.00	-	-	-	N/B
23	CLASSIC 50 MUSIC STAND Lightweight, high-strength polycarbonate desk and base, wobble-free base attachment, black finish, bolt-through desk attachment to prevent desk from coming off unexpectedly, 13-1/2" x 20" music desk, brass spring height adjustment mechanism, five-year warranty. WENGER #039E500	LONGORIA M.S.	180	EACH	35.00	6,300.00	27.50	4,950.00	-	-
24	CONDUCTOR'S BASE PODIUM Handsome, durable grey carpeted surface, sides are black one-piece steel framework for extra support, built-in wheels for easy mobility, moves easily from rehearsal to stage, base podium, 43"W x 38"D x 6"H. WENGER #158E002	LONGORIA M.S.	3	EACH	355.00	1,065.00	-	-	-	N/B
25	LARGE MOVE & STORE CART All new strong, smoother design, holds 18 Bravos, 20 classics, or 24 RoughNecks, fits most other stands, large center pivot point and raised outside wheels improve maneuverability, smaller outside wheels for a smoother ride up ramps and over thresholds with increased control around corners, compact storage, 26" x 68" footprint, easy-grip handles increased comfort and control, zinc-plated 14-gauge 1" x 1-1/2" and 16-gauge 7/8" steel tubing, 8" wheels and 5" heavy-duty casters. WENGER #039A202	LONGORIA M.S.	9	EACH	329.00	2,961.00	279.00	2,511.00	-	-
26	CONDUCTOR'S STAND Black base and frame, clear polycarbonate desk 30" x 20-1/2", with detachable shelf 20" x 14". WENGER #159D002/159D008	LONGORIA M.S.	3	EACH	450.00	1,350.00	-	-	-	-
27	ACOUSTICAL SHELLS Units promote excellent ensemble and enhance acoustical projection toward the audience, largest coverage area of any portable acoustical shell, lifting mechanism requires only six turns to raise shell into full performance position, tapered canopies adjust to 4 possible positions, durable steel framework provides excellent support, aluminum extrusion panel frame to add rigidity, rounded panel corners provide additional safety, counter weights positioned safely behind the shell, honeycomb core panel construction, designed with heavy-duty soft swivel casters for stable rolling and easy positioning, units nest together for compact storage, fits through a standard 3' doorway. WENGER #186E300	LONGORIA M.S.	5	EACH	-	-	-	-	-	N/B
28										N/B

EXHIBIT

**BID 11-186, FINE ARTS - MUSIC EQUIPMENT FOR GORENA, LONGORIA AND HARWELL
TABULATION**

ITEM #	DESCRIPTION	CAMPUS	QTY	UNIT	VALIANT		WENGER CORPORATION		WEST MUSIC COMPANY			
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
1	FLIPFORMS Molded hand-holds making flipping and moving flipforms easy, built-in recessed wheels, high-density plastic for strength and durability, textured surface for enhanced traction, easy-to-clean materials, assembly required. WENGER #1801002	GORENA ELEMENTARY	1	EACH	-	-	3,000.00	3,000.00	2,954.00	2,954.00	WENGER/1801002	
2	LESSONS WORKS BOARD Easily converts between high and low positions to accommodate all age groups, porcelain-clad white board features permanent music staves and is magnetized to hold optional LessonWORKS musical symbols, large pocket in base stores optional lesson cards and posters, handi holder system keeps lesson cards and other poster and paper teaching tools in perfect position, smooth rolling design to easy to use. WENGER #172B001	GORENA ELEMENTARY	1	EACH	-	-	1,440.00	1,440.00	1,506.00	1,506.00	WENGER/172B001	
3	FOOTNOTES MUSIC RUGS Rolls up for easy storage, meets or exceeds federal flammability standards, action-backed to resist skidding, backing is action back natural synthetic rubber and latex, order-free, stain proof, and mildew/moisture resistant, 100% nylon, corners with the following: musical staff rug, treble clef overlay, bass clef overlay, "Do" symbol overlay, middle "C" overlay FootNOTES activity booklet. WENGER #180A001	GORENA ELEMENTARY	1	EACH	-	-	400.00	400.00	474.00	474.00	WENGER/180A001	
4	POSTER/TEACHING STORAGE CABINET Full-length lockable doors, leveling pads on base, removable bins and bin labeling system are included, bins fit on shelves or on special hangers (included), 3/4" (19mm) thermo-fused composite wood, includes three medium red bins, four large blue bins and six small yellow bins, two adjustable shelves in lower cabinet, three in upper cabinet. WENGER #169D001	GORENA ELEMENTARY	1	EACH	-	-	1,365.00	1,365.00	-	-	N/B	
5	STEREO WORKSTATION Keeps all of your stereo equipment organized and at hand, desktop accommodates a 40" keyboard, lockable roll-top, access panel, and base doors, smooth-rolling 4" heavy-duty casters, master power switch controls all electricity to the unit, rear access panel includes six 3-plug outlets, base holds most standard rack-mountable electronic components, includes three rack-mountable shelves. WENGER #147G520	GORENA ELEMENTARY	1	EACH	-	-	1,320.00	1,320.00	-	-	N/B	
6	ORFFMOBILE Eliminates moving valuable instruments by hand and storing them in places where they are vulnerable to damage, make it easy to move heavy bass unit and always keeps it in the ready-to-play position, three playing surfaces are different heights to accommodate any child or instrument, solid-steel construction and 16" ABS plastic shelves create an extremely stable playing surface, easy-rolling casters make transportation smooth and stable when folded, maillet storage on casters. WENGER #167C001	GORENA ELEMENTARY	1	EACH	-	-	900.00	900.00	1,016.00	1,016.00	WENGER/167C001	
7	ORFFGARAGE Custom space for ORFFmobile cart, protects instruments and keeps them accessible, four adjustable shelves in upper cabinet, full-length lockable doors, leveling pads on base, 3/4" thermo-fused composite wood. WENGER #168D001	GORENA ELEMENTARY	1	EACH	-	-	1,325.00	1,325.00	-	-	N/B	
8	SIGNATURE CHORAL RISERS WITH SIDE RAILS Patented fold-down design is easy for one person to set up, formed and welded steel construction for unparalleled stability and quiet performance, formal black styling is attractive and appropriate for any performance or venue, wing-nut step attachment design allows reversing without tools, 4-step riser is 6'-6-1/4" wide at the back of fourth step, fit through standard doorways, feature a compact footprint for easier storage, sturdy backrest with child-height crossbar, 18" deep, siderail set (2) for additional security. WENGER #098D064/098D641	GORENA ELEMENTARY	5	EACH	1,751.00	8,755.00	1,650.00	8,250.00	\$1650 EACH RISER ONLY - 1 SET SIDE RAILS (#098D541) \$515 EACH - \$1650 * 8 = 8250 + \$15 = 8765	-	-	N/B
9	PREFACE CONDUCTOR'S STAND Easy-to-use economy and aesthetics ideal for all musical environments, including practice and rehearsal rooms and performance areas, curved desk design, lightweight but durable metal construction, wobble-free base attachment, integrated storage keeps all the conductor's needs nearby and out-of-site, tiling desk allows for easy angle adjustment, sturdy 1.2mm thick aluminum desk, 2mm thick aluminum storage box extends full width of desk for enhanced strength, integrated storage box design allows access from both sides and prevents spills if desk is tipped, bolt-through desk attachment maintains stability and prevents unexpected separation, brass spring height adjustment mechanism set desk quickly and securely from 25-1/2" to 49-1/2", desk lip to floor, 19" x 21" base footprint for exceptional stability, double upright posts sit in base collars to eliminate wobble, 12-gauge double base with 14-gauge tie bar further enhance strength and stability, durable black powder coat paint finished for a formal appearance. WENGER #238A001	GORENA ELEMENTARY	1	EACH	-	-	140.00	140.00	-	-	N/B	
10	PORCELAIN MARKERBOARD Superior environmental porcelain steel markerboard, surface contains no VOC's (Volatile Organic Compounds), 99% recyclable, low-gloss magnetic steel surface is laminated to a 7/16" MDF substrate for extra strength and moisture resistance, includes L-clips, raw plugs, and screws for installation. WENGER #174A100.02	GORENA ELEMENTARY	1	EACH	-	-	450.00	450.00	-	-	N/B	

**BID 11-186, FINE ARTS - MUSIC EQUIPMENT FOR GORENA, LONGORIA AND HARWELL
TABULATION**

ITEM #	DESCRIPTION	CAMPUS	QTY	UNIT	VALIANT		WENGER CORPORATION		WEST MUSIC COMPANY	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
11	VINYL TACKBOARD Excellent message vehicle for classrooms, hallways, auditoriums, sports and fitness areas, visual appeal enhances any environment, surface does not show pinholes, resists moisture, mold, mildew, bacterial and chemicals, resists crayons, glue and dust, fabric-backed vinyl surface is permanently laminated to a 7/16" insulation board, framed in anodized aluminum. WENGER #174A233	GORENA ELEMENTARY	1	EACH	-	-	125.00	125.00	-	-
12	ORFF INSTRUMENT SET With Palisano Xylophones and Meisterklasse Metallophones. Instrument combination to include F# and Bb bars and the appropriate mallets, set includes: 2 - Deep Bass Xylophones, 3 - Tenor-alto Xylophones, 2 - Soprano Xylophones, 1 - Deep Bass Metallophone, 2 - Tenor-alto Metallophones, 1 - Soprano Metallophone, 2 - Tenor-alto Glockenspiels, 1 - Su-Contral Bass Bar, 1 - Contra Bass Bar F, 1 - Contra Bass Bar G. SAM ASH #202408	GORENA ELEMENTARY	1	SET	-	-	-	-	\$ 445.00	\$ 440.00
14	SIGNATURE CHORAL RISERS WITH SIDE RAILS Patented fold-down design is easy for one person to set up, formed and welded steel construction for unparalleled stability and quiet performance, formal black styling is attractive and appropriate for any performance or venue, wing-out step attachment design allows reversing without tools, 4-step riser is 6'-6-1/4" wide at the back of fourth step, fit through standard doorways, feature a compact footprint for easier storage, sturdy backrail with child-height crossbar, 18" deep, serial set (2) for additional security. (4 - Longoria, 5 - Harwell) WENGER #098D054098D541	(4) LONGORIA M.S. - (5) HARWELL M.S.	9	EACH	1,751.00	15,759.00	1,500.00	17,500.00	-	-
14	MUSIC LIBRARY SYSTEM High-density slide-out design minimized storage space, organized music with a systematic approach that can save hours - even days of searching, roll-out design economized space and creates a clean, organized appearance, designed to accommodate the majority of music filing boxes, end-tab file folders, and envelopes, compartment size is 10 5/8" H x 13"D, rugged square tubular frame, 34-1/2" wide plywood-core shelves coated in a protective polyester laminate, each unit is 44" D and 16" W in the closed position, total depth of each cabinet is 80" in the open position, fully-loaded units can weigh up to 980 lbs, 7-shelf unit. (6 - Longoria, 6 - Harwell) WENGER #173E700	(6) LONGORIA M.S. - (6) HARWELL M.S.	12	UNITS	1,052.00	-	13,164.00	-	-	-
15	RACK 'N ROLL COSTUME RACK Ideal for transporting props, costumes, or other garments, equipped with full-length hanger bar with space for full-length costumes, bottom shelf protects longer garments from dragging on the floor, top shelf is ideal for lightweight items, fits through standard 32" door, 4' model is designed for use in passenger elevators, designed for one-person operation, assemblies and disassembles without the use of tools, durable powder coat paint finish, black texture, hanger bar constructed of 1-1/4" 11-gauge tubing, uprigits constructed of 13-gauge 1-1/2" round tubing, 5" swivel non-marking casters provide easy maneuverability, basket is 20-7/8" x 14" W x 10-7/8" H, five year warranty. (7 - Longoria, 3 - Harwell) WENGER #028B001	(7) LONGORIA M.S. - (3) HARWELL M.S.	10	EACH	-	-	715.00	7,150.00	-	-
16	STEREO CABINET 21-5/8" W x 18" D x 40" H, flip-up hinged top with lid stay, three compartments with adjustable shelves for stereo components, includes fold-down speaker shelves 13-5/8" W x 15-1/4" D x 3/4" thick, cabinet constructed of 3/4" thick industrial grade composite wood with polyester laminate finish, 1/8" thick PVC edge banding, cassette tape storage drawer with molded storage inserts, holds up to 30 cassette tapes, CD storage drawer with molded storage inserts, holds up to 46 CDs, LP storage compartment with steel driver, holds up to 24 LPs, hinged lockable rear service door for easy access to wiring, hinged lockable top and front door, storage drawer for storage of miscellaneous items like cords, headphones, etc. includes four dual swivel casters with lockg front casters, bolt-through construction on all door hardware, cabinet shipped assembled, 10 year warranty. (5 - Longoria, 5 - Harwell) WENGER #165H001	(5) LONGORIA M.S. - (5) HARWELL M.S.	10	EACH	-	-	725.00	7,250.00	-	-
17	MOBILE FOLIO CABINET Polyester laminate finish for added strength, 100-slot units for choir, shelf supports are guided by an extruded-aluminum column with black finish, constructed of thermofused composite wood, standard 1-3/8" spacing between shelves with adjustments at 77" intervals, durable, smooth-rolling swivel casters let you take your sheet music anywhere (1 - Longoria, 1 - Harwell) WENGER 100-SLOT - #146M024	(1) LONGORIA M.S. - (1) HARWELL M.S.	2	EACH	1,550.00	3,100.00	915.00	1,830.00	-	-
18	MOBILE FOLIO CABINET Polyester laminate finish for added strength, 75-slot units for band/orchestra, shelf supports are guided by an extruded-aluminum column with black finish, constructed of thermofused composite wood, standard 1-3/8" spacing between shelves with adjustments at 77" intervals, durable, smooth-rolling swivel casters let you take your sheet music anywhere WENGER 75-SLOT - #146M033	LONGORIA M.S.	3	EACH	1,255.00	3,765.00	825.00	2,475.00	-	-
19										

**BID 11-186, FINE ARTS - MUSIC EQUIPMENT FOR GORENA, LONGORIA AND HARWELL
TABULATION**

ITEM #	DESCRIPTION	CAMPUS	QTY	UNIT	VALJANT		WENGER CORPORATION		WEST MUSIC COMPANY	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
20	STUDENT CHAIR Posture chair design, extra-strong, square tube framing for durability and longer life, wear-resistant polypropylene seat and back in black promote even weight distribution, greater comfort and a lasting appearance, large seat and back give musicians proper support and wider range of movement, chair glides provide increased durability and stability, chrome finish, five-year warranty. WENGER #0930000	LONGORIA M.S.	90	EACH	54.10	4,869.00	59.00	5,310.00	-	-
								ELUC/CKBL/CKR 17 5" #0930000		N/B
21	NOTA STANDARD CHAIR Wear resistant polypropylene seat and back promote even weight distribution, greater comfort and a lasting appearance, patented design provides two seating zones, each zone enhances performance by promoting a naturally balanced skeletal shape, reducing muscle strain and enabling increased circulation, freedom of movement, and diaphragmatic breathing, narrow convex back provides lumbar support while still allowing for freedom and range of movement, rounded waterfall front allows one height of chair to accommodate a wider range of body sizes, durable, specially designed floor glides provide stability when seated and ease of movement when arranging chairs, five-year warranty. WENGER #0330000	LONGORIA M.S.	100	EACH	-	-	80.00	8,000.00	-	-
								NEED TO SELECT COLOR		N/B
22	CONDUCTOR'S CHAIR Chair frame and upright post assembly are constructed of 14-gauge steel with black powder paint finish, seat and back are covered with 100% olefin fabric over 2" foam padding, chair adjusts with pressurized gas cylinder, adjusts in height from 26-1/2" to 36-1/2", seat has 170 degrees swivel with locking feature, seat has three pre-determined depth seating for conductor, string bass, or percussion use, 14-gauge steel footrest is fixed to chair frame, five 14-gauge steel legs designed to slide under 6" podium, five year warranty. WENGER #157C077	LONGORIA M.S.	3	EACH	250.00	750.00	565.00	1,695.00	-	-
								VALIANT MUSIC SUPPLY #9-66401		N/B
								NEED TO SELECT COLOR ON FABRIC		N/B
23	PERCUSSION CABINET Workstation is 48-1/8"W x 24-1/2"D x 35-3/4"H, construction is 3/4" thick industrial grade composite wood with polyester laminate finish, edge banding is 1/8" thick PVC, workstation top is 3/4" industrial grade particleboard with neoprene material on top, plywood bottom is 3/4" with four 4" rubber swivel casters that make it easy to move from room to room, workstation has four foam-lined 21-1/2"W x 19-3/4"D, 3-1/2"H drawers constructed of 18 gauge steel with built-in handle, four 23"W x 23"D compartments, ten year warranty WENGER #147G001	LONGORIA M.S.	1	EACH	-	-	1,275.00	1,275.00	-	-
								INCLUDES MUSIC DESK, CYMBAL CRADLE AND CYMBAL HOLDER		N/B
24	CLASSIC 50 MUSIC STAND Lightweight, high-strength polycarbonate desk and base, wobble-free base attachment, black finish, bolt-through desk attachment to prevent desk from coming off unexpectedly, 13-1/2" x 20" music desk, brass spring height adjustment mechanism, five-year warranty. WENGER #039E500	LONGORIA M.S.	180	EACH	31.95	5,751.00	44.00	7,920.00	-	-
								MANHASSET #48 #9-61148		N/B
25	CONDUCTOR'S BASE PODIUM Handsome, durable grey carpeted surface, sides are black one-piece steel framework for extra support, built-in wheels for easy mobility, moves easily from rehearsal to stage, base podium, 43"W x 38"D x 6"H. WENGER #156E002	LONGORIA M.S.	3	EACH	-	-	450.00	1,350.00	-	-
								N/B		N/B
26	LARGE MOVE & STORE CART All new strong, smoother design, holds 18 Bravos, 20 classics, or 24 RoughNecks, fits most other stands, large center pivot point and raised outside wheels improve maneuverability, smaller outside wheels for a smoother ride up ramps and over thresholds with increased control around corners, compact storage, 26" x 68" footprint, easy-grip handles increased comfort and control, zinc-plated 14-gauge 1" x 1-1/2" and 16-gauge 7/8" steel tubing, 8" wheels and 5" heavy-duty casters. WENGER #039A202	LONGORIA M.S.	9	EACH	373.00	3,357.00	325.00	2,925.00	-	-
								MANHASSET #1910 #9-61181		N/B
27	CONDUCTOR'S STAND Black base and frame, clear polycarbonate desk 30" x 20-1/2", with detachable shelf 20" x 14". WENGER #159D002/159D008	LONGORIA M.S.	3	EACH	102.00	306.00	585.00	1,755.00	-	-
								NEW MODEL #235A002 & #325A006 - NEW DESIGN - FLEX CONDUCTOR STAND WITH SHELF		N/B
28	ACOUSTICAL SHELLS Units promote excellent ensemble and enhance acoustical projection toward the audience, largest coverage area of any portable acoustical shell, lifting mechanism requires only six turns to raise shell into full performance position, tapered canopies adjust to 4 possible positions, durable steel framework provides excellent support, aluminum extrusion panel frame to add rigidity, rounded panel corners provide additional safety, counter weights positioned safely behind the shell, honeycomb core panel construction, designed with heavy-duty soft swivel casters for stable rolling and easy positioning, units nest together for compact storage, fits through a standard 3' doorway WENGER #166E300	LONGORIA M.S.	5	EACH	-	-	1,890.00	9,450.00	-	-
								MANHASSET REGAL #9-61145		N/B

BID 11-186, FINE ARTS - MUSIC EQUIPMENT FOR GORENA, LONGORIA AND HARWELL
TABULATION

ITEM #	DESCRIPTION	CAMPUS	QTY	UNIT	VALIANT		WENGER CORPORATION		WEST MUSIC COMPANY		
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
29	CHAIR MOVE & STORE CART Easy to use and saves setup time, holds 18 Nota Standard or 12 Nota Premier Chairs, 18 student, 10 musician, 10 playwright, or 10 Cellist chairs. durable steel construction with easy roll casters WENGER #127A261	LONGORIA M.S.	16	EACH	165.00	2,640.00	215.00	3,440.00			N/B
GRAND TOTAL						48,052.00		111,689.00			15,390.00
AWARD RECOMMENDATION								105,689.00			

EXHIBIT _____

11-186, FINE ARTS MUSIC EQUIPMENT

6141 AMERICAN MUSICAL SUPPLY 8 THORNTON RD OAKLAND, NJ 07436	607 CORNET MUSIC 29 EAST MAIN STREET SMITHTOWN, NY 11787
4541 DRUMS, ETC 548 NEW HOLLAND AVENUE LANCASTER, PA 17603	5596 EMPIRE MUSIC CO., LTD. P.O. BOX 98 BELLINGHAM, WA 98227-0098
3592 GOODDEN'S MUSIC EDUCATORS SUPP P.O. BOX 560085 DALLAS, TX 75356-0085	5862 IMS - INTEGRATED MIDI SYSTEMS STONY BROOK TECHNOLOGY CENTER 21 TECHNOLOGY DRIVE EAST SETAUKET, NY 11733
1828 INTERSTATE MUSIC 13819 WEST NATIONAL AVENUE NEW BERLIN, WI 53151	1279 JW PEPPER & SON, INC. 7459 AIRPORT FREEWAY RICHLAND HILLS, TX 76118
8215 K & S MUSIC 61 INDUSTRIAL RD. BECKELEY HEIGHTS, NJ 07922	2535 KEMPKE'S MUSIC SERVICE 101 GORDON STREET SANFORD, FL 32771
7334 KINGS MUSIC CO 301 CENTER AVENUE BROWNWOOD, TX 76801	5191 LUCK'S MUSIC LIBRARY P.O. BOX 71397 MADISON HEIGHTS, MI 48071
1613 LYONS MUSIC PRODUCTS 4004 TECHNOLOGY DR. SOUTH BEND, IN 46628	602 MELHART MUSIC CENTER 3325 NORTH 10TH STREET MCALLEN, TX 78501
9545 MUSICTIME INC. P.O. BOX 405 HADDONFIELD, NJ 08033	8799 N TUNE MUSIC & SOUND, INC. 1141 E. 42ND ST. ODESSA, TX 79762
603 NATIONAL EDUCATIONAL MUSIC 1181 U.S. HIGHWAY 22 BOX 1130 MOUNTAINSIDE, NJ 07092	8281 NICK RAIL MUSIC 2801 DE LA VINA ST. SANTA BARBARA, CA 93105
2522 PENDER'S MUSIC COMPANY 314 SOUTH ELM STREET DENTON, TX 76201	1938 POPLERS MUSIC INC 4924 HWY 2 W GRAND FORKS, ND 58203
3726 POWER MUSIC INC. 435 WEST 400 SOUTH 2ND FLOOR SALT LAKE CITY, UT 84101	1398 RBC MUSIC COMPANY INC P O BOX 29128 4410 PEDRAS DRIVE WEST SAN ANTONIO, TX 78229

EXHIBIT _____

11-186, FINE ARTS MUSIC EQUIPMENT

4958 11-231-3915
SAM ASH MUSIC CORPORATION
7726 CHERI COURT
TAMPA, FL 33634

5135
SCHOOL MUSIC SERVICE
P.O. BOX 1236
SARATOGA SPRINGS, NY 12866

1393 74-1090682
SOUTHERN MUSIC COMPANY
1248 AUSTIN HIGHWAY
SUITE 212
SAN ANTONIO, TX 78209

1102 86-0463716
SOUTHWEST STRINGS
1721 S. CHERRYBELL STRAV.
TUCSON, AZ 85713-1935

2813 75-2082749
SWORDS MUSIC COMPANIES, INC
4300 EAST LANCASTER AVENUE
FT WORTH, TX 76103

9784
VALIANT MUSIC SUPPLY
444 EAST ROOSEVELT RD #177
LOMBARD, IL 60148

613 1742436582
VALLEY KEYBOARDS INC
900 HARVEY DRIVE
MCALLEN, TX 78501

1173 41-0759858
WENGER CORPORATION
555 PARK DRIVE
P O BOX 448
OWATONNA, MN 55060-0448

4898 42-0737247
WEST MUSIC
P.O. BOX 5521
CORALVILLE, IA 52241

2049 93-1235414
WOODWIND & BRASSWIND
4004 TECHNOLOGY DRIVE
SOUTH BEND, IN 46628

4183 752175442
YOUNG MUSICIANS INC
5901 PARK VISTA CIR. #111
KELLER, TX 76248

Vendors Printed: 33

APPROVAL OF RFP 11-171, AMBULANCE SERVICES FOR SCHOOL SPONSORED GAMES

Superintendent's Recommendation

That the Board of Trustees approve the recommendation to accept the RFP for Ambulance Services for School Sponsored Games as requested by the Athletic Department as being the most favorable and advantageous to the Edinburg CISD.

Rationale

The Edinburg Athletic Department has a need to provide Emergency Ambulance Services at district sponsored games and events. Ambulances and certified medical staff will be required to attend such events as requested by Mr. Joe Filoteo, Athletic Director. The administration sought competitive sealed RFP's for Ambulance Services for School Sponsored Games. RFP opening was held at the Business Office Building on June 3, 2011, at 3:30 P.M. where one (1) proposal was received, opened, and read aloud. The district sponsored games are football, soccer and track at the high school and middle school levels.

User Department

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

Budgetary Information

Total Award Recommendation: \$68,200.00

Account	Description	Appropriation	Encumbrance	Expenditure	Balance
167-36-6219-43-873-X91000	Oth Prof SVCS/MED/Judges	58,050.00	00.00	48,997.50	9,052.50
TOTAL		58,050.00	00.00	48,997.50	9,052.50**

**Department and campuses will expense the account up to the available funding for the current fiscal year. They will also be appropriating funds for the 2011-2012 school year which is to follow with board approval.

Resource Personnel

Dr. René Gutiérrez	Dr. Rebecca Morisson	Sylvia D. Garcia
Maria Luisa Guerra	Joe Filoteo	Amaro Tijerina
Soledad Schuller		

Board Policy Reference

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

Requested by: Joe Filoteo
Joe Filoteo, Athletic Director

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

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

Approved by: Rebecca Morisson
Dr. Rebecca Morisson, Asst. Superintendent for Finance/Operations

Superintendent of School: René Gutiérrez
Dr. René Gutiérrez, Superintendent of Schools

Notes for Bid Tabulation
RFP 11-171, Ambulance Services for School Sponsored Games
June 28, 2011

1. **USER DEPARTMENT:** This RFP was requested by the Athletic Department. Mr. Joe Filoteo will be present to answer any detailed questions regarding this RFP.
2. **TYPE OF RFP:** This is a term RFP beginning July 1, 2011 or soon thereafter and ending June 30, 2012 with an option to renew for an additional two (2) years.
3. **RFP EVALUATION:** This RFP was evaluated by Mr. Joe Filoteo, Athletic Director. Final recommendations to the board are done by the Superintendent of Schools.
4. **ORDERING INFORMATION:** Athletic Department will prepare purchase orders after the Board of Trustee approval.
5. **APPROXIMATE AMOUNT SPENT LAST YEAR:** **\$50,310.00**
6. **RFP AWARD RECOMMENDATION:**

AWARD RECOMMENDATION	FIXED PRICE PROPOSAL	DECREASE OR INCREASE BY MORE THAN 10%	PAYMENT PROPOSAL
Star EMS 2117 E. University Drive Edinburg, Texas 78541 Contact: Richard Torres Phone: 956-720-4782	\$68,200.00	\$100.00 per actual hour	Monthly payments will be invoiced at the end of each month.

11-171, AMBULANCE SERVICES

8660
ALLIANCE EMERGENCY MEDICAL SER
808 SHARY ROAD
PMB186
MISSION, TX 78572

4234
AMBULANCE TRANSPORTATION SVC
508 SOUTH 23RD STREET
NO EDINBURG LICENSEREMOVE
MCALLEN, TX 78501

8661
ARCHANGEL AMBULANCE
517 W BUSSINESS 83
DONNA, TX 78537

3597 1-74269-32756
ASTELCO, INC
1046 GRUBB
SAN ANTONIO, TX 78219

1969
EMERGENCY RESPONSE TECHNOLOGIE
P O BOX 201
PH/FAX NOT FOR THIS VENDOR
EDINBURG, TX 78540

8662
HIDALGO COUNTY EMS
2606 S. 10TH STREET
MCALLEN, TX 78501

8663
LIFELINE EMS
2635 W. HYW 83
MCALLEN, TX 78501

4233
MED-CARE EMS
1501 S. "K" CENTER
MCALLEN, TX 78502

8139
PRO-MEDIC EMS
TX

9891
STAR EMS
2117 EAST UNIVERSITY DRIVE
EDINBURG, TX 78541

4232 74-2860755
VALLEY EMS INC
601 S. 10TH AVENUE
EDINBURG, TX 78539

4251
VITAL LINE P.C.S.
221 E WISCONSIN
PH/FX DISC/ C-NOTES**
EDINBURG, TX 78539

Vendors Printed: 12

APPROVAL OF RFQ 11-128 SCHOOL BOARD ATTORNEY, LEGAL SERVICES

Recommendation

That the Board of Trustees approve a School Board Attorney, Legal Services for the District to begin July 1, 2011.

Rationale

RFQ's were received at the Business Office Building on April 27, 2011 at 2:00 P.M., where eight (8) RFQ's were received. The District had setup interviews that were conducted on June 10, 2011 between the times of 12:15 P.M. through 4:50 P.M. This allowed each law firm approximately 30 minutes for an interview to be conducted with the School Board Members. After the interview was completed, the Board ranked the top three firms.

Budgetary Information

Account	Description	Appropriations	Encumbrance	Expenditure	Balance
199-41-6211-xx-702-1xxxxx	LEGAL SVCS	335,000.00	0.00	218,659.01	116,340.99
	TOTAL	335,000.00	0.00	218,659.01	116,340.99*

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

Resource Personnel

Dr. René Gutiérrez Sylvia D. Garcia Dr. Rebecca Morrison
Amaro Tijerina

Board Policy Reference

This is in accordance with Board Policy CH Purchasing Law Bidding Requirements and BAA Board Legal Status Powers and Duties.

Within Budgetary
Allocations:



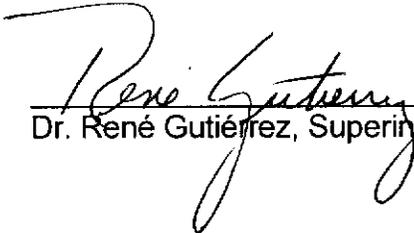
Sylvia D. Garcia, Director for Finance

Approved by:



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

Recommended by:



Dr. René Gutiérrez, Superintendent of Schools

EXHIBIT _____, PAGE(S) _____

M

Notes for RFQ Tabulation
RFQ 11-128, School Board Attorney, Legal Services
June 28, 2011

1. **TYPE OF RFQ:** This is a term contract beginning July 1, 2011 and ending June 30, 2012 with an option to renew for an additional two year contract periods with School Board Approval.
2. **RFQ EVALUATION:** This RFQ was evaluated by the School Board.
3. **APPROXIMATE AMOUNT SPENT CURRENTLY AS OF 6-07-11:** \$208,155.64
4. **TOTAL ESTIMATED AWARD RECOMMENDATION:**

VENDOR	ESTIMATED AWARD RECOMMENDATION
Kevin O'Hanlon Texas State Bar No. 15235500 O'Hanlon, McCollom & Demerath 808 West Avenue Austin, TX 78701 PH: 512-494-9949	\$222,000.00
Renee Rodriguez-Betancourt, PLLC 2724 W. Canton Road Edinburg, TX 78539 PH: 956-318-0555	

CONTRACT OF EMPLOYMENT FOR LEGAL SERVICES
AND
FEE AGREEMENT

This Contract of Employment for Legal Services and Fee Agreement ("Agreement") is made and entered into this ___th day of _____, 2011, by and between the Edinburg Consolidated Independent School District ("District" or "Client"), P.O. Box 519, Edinburg Consolidated, Texas, 78872, and Renee Rodriguez-Betancourt, PLLC, 2724 W. Canton Road Edinburg, Texas 78539 and O'Hanlon, McCollom & Demerath, P.C., 808 West Avenue, Austin, Texas 78701 ("Attorneys").

I. Appointment as Attorney in Fact.

Client hereby constitutes, appoints and employs Attorneys as Client's Attorneys, in Law and in Fact, to research and to render legal advice and counsel on issues relating to the operations of said District in the capacity of the District's General Counsel.

II. Attorney's Authority and Obligations.

Client hereby specifically authorizes Attorneys and Attorneys hereby agree, subject to the provisions of paragraphs III, IV, and V below, to render legal advice and counsel in all matters and/or claims referred to the Attorneys under this Agreement by the Board of Trustees and/or the Superintendent. Attorneys are further specifically authorized to make and accept communication(s) with, or from, all parties or witnesses adverse, hostile, or friendly to Client's interests who have reason to contact Attorneys, or Attorneys have reason to contact, concerning Client or any matter and/or claim of Client's referred to Attorney under this Agreement. Further, Client authorizes Attorneys to enter into negotiations with parties adverse, hostile, or friendly to Client's interests, defenses, matters and/or claims. Final approval of the results of any negotiation shall at all times remain vested in the Board of Trustees. Attorneys are further granted authority to accept, execute, and negotiate in the name of and on behalf of Client, all necessary instruments, releases, settlements, discharges, judgments, or recoveries, of whatever nature requisite to the disposition of matters and/or claims referred to Attorneys under this Agreement.

III. Fees.

Client agrees to pay Attorneys for all time expended on behalf of the District at the flat rate of Eighteen Thousand Five Hundred Dollars (\$18,500.00) per month, which includes all Shareholder Attorney time, Associate Attorney time and Paralegal time, for all legal services performed or provided by the firms attorneys.

IV. Term of Agreement

This agreement will last for one year from date of signing. This agreement will be automatically renewed annually unless thirty (30) days written notice of termination is given by the District to the Attorneys.

IV. Invoicing.

Attorneys shall invoice Client on or about the fifteenth (15th) day of each month during the term of Attorneys' representation of Client under this Agreement. Said invoice shall include a record of all time worked by Attorneys on Client's matters and/or claims and itemized indications of the specific matters or claims upon which such time was expended. Said invoices will include a monthly record of all costs and/or expenses incurred by Attorney in the investigation, research, defense, prosecution and/or settlement of Client's matters and/or claims, and charges for reimbursement for such costs and/or expenses. Client hereby promises, warrants and covenants with Attorneys to pay such invoice(s) according to the terms set forth in Paragraph III upon receipt. Client will reimburse Attorneys for any reasonable expenses, as set forth below in Paragraph V, incurred by Attorneys in their representation of Client.

V. Expenses and Costs.

Client understands that expenses and costs will be incurred in the pursuit of matters and/or claims made the subject of this Agreement, including but not limited to filing fees, delivery, copy charges, service charges, deposition charges, etc., in representing Client. Client hereby agrees and promises to pay all such expenses and costs accrued, as outlined on Attorneys' monthly invoice discussed in paragraph IV above.

VI. Termination of Attorney-Client Relationship.

Client understands that Client may discharge Attorneys' employment at any time, with or without cause, subject to paragraphs III, IV, and V above, but that such a termination shall not abrogate Client's obligation to pay Attorney all sums owed under this Agreement.

VII. Controlling Law.

This Agreement shall be construed, controlled by or enforced by Texas law.

Notice to Clients

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas Attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint.

For more information, please call 1-800-932-1900.
This is a toll-free phone call.

Attorneys do not guarantee a result favorable to the Client in any action, suit, negotiation, litigation, or representation made a subject of this Agreement.

Executed effective the ___th day of _____, 2011

AGREED TO AND APPROVED BY:

Edinburg Consolidated Independent School District

P.O. Box 990
Edinburg, Texas 78540
(830) 365-4000
(830) 365-4006 (Fax)

ATTEST:

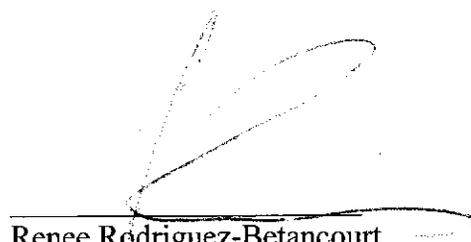
By: _____
David Torres
President, Board of Trustees

By: _____
Ciro Trevino
Secretary, Board of Trustees

AGREED TO AND APPROVED BY:



Kevin O'Hanlon
Texas State Bar No. 15235500
O'Hanlon, McCollom & Demerath
808 West Avenue
Austin, Texas 78701
(512) 494-9949



Renee Rodriguez-Betancourt
Texas State Bar No.
Renee Rodriguez-Betancourt, PLLC
2724 W. Canton Road
Edinburg, Texas 78539
(956) 318-0555

EDINBURG CISD
 Legal Services (9-1-2006 to 6-7-2011)

FND	FNC	OBJ	SB	ORG	YR	PRG	ES	PD	TYPE	CK #	DATE PD	PO/PA #	VENDOR NAME	EXPENDITURE
					2006-2007				SCHOOL YEAR TOTAL					316,307.93
					2007-2008				SCHOOL YEAR TOTAL					321,446.37
					2008-2009				SCHOOL YEAR TOTAL					258,372.58
					2009-2010				SCHOOL YEAR TOTAL					331,963.85
					2010-2011				SCHOOL YEAR TOTAL					208,155.64
					Grand Total									1,436,246.37

EXHIBIT _____

EDINBURG CISD
 Legal Services (9-1-2006 to 6-7-2011)

FND	FNC	OBJ	SB	ORG	YR	PRG	ES	PD	TYPE	CK #		DATE PD	PO/PA #	VENDOR NAME	EXPENDITURE
199	41	6211	00	702	7	99	0	00	LEGAL SERVICES	CK-619001	08-0012491609178	9/7/2006	PA-D41525	GORENA & TREVINO	31,211.75
199	41	6211	00	702	7	99	0	00	LEGAL SERVICES	CK-619001	08-0012501400291	9/7/2006	PA-D41525	GORENA & TREVINO	(31,211.75)
199	41	6211	00	702	7	99	0	00	LEGAL SERVICES	CK-700635	10-0012761406155	10/4/2006	PA-D41647	GORENA & TREVINO	23,488.10
199	41	6211	00	702	7	99	0	00	LEGAL SERVICES	CK-702585	11-0013121343238	11/8/2006	PA-D41892	GORENA & TREVINO	26,588.75
199	41	6211	00	702	7	99	0	00	LEGAL SERVICES	CK-704198	12-0013401110060	12/6/2006	PA-D42050	GORENA & TREVINO	28,102.50
199	41	6211	00	702	7	99	0	00	LEGAL SERVICES	CK-705734	01-0010100800478	1/10/2007	PA-D42248	GORENA & TREVINO	23,692.50
199	41	6211	00	702	7	99	0	00	LEGAL SERVICES	CK-707726	02-0010381345221	2/7/2007	PA-D42480	GORENA & TREVINO	27,091.50
199	41	6211	00	702	7	99	0	00	LEGAL SERVICES	CK-709736	03-0010661253437	3/7/2007	PA-D42740	GORENA & TREVINO	21,090.00
199	41	6211	00	702	7	99	0	00	LEGAL SERVICES	CK-020089	04-0011001418533	4/10/2007	PA-D42940	GORENA & TREVINO	26,352.50
199	41	6211	00	702	7	99	0	00	LEGAL SERVICES	CK-742956	05-0011221257443	5/2/2007	PA-D43094	GORENA & TREVINO	25,392.50
199	41	6211	00	702	7	99	0	00	LEGAL SERVICES	CK-745711	06-0011621646064	6/13/2007	PA-D43437	GORENA & TREVINO	30,371.50
199	41	6211	00	702	7	99	0	00	LEGAL SERVICES	CK-020130	07-0012111030232	7/30/2007	PA-D43588	GORENA & TREVINO	26,547.50
199	41	6211	00	702	7	99	0	00	LEGAL SERVICES	CK-747521	08-0012201401337	8/8/2007	PA-D43649	GORENA & TREVINO	21,710.00
199	41	6211	00	702	7	99	0	00	LEGAL SERVICES	CK-748907	08-0012481619142	9/5/2007	PA-D43806	GORENA & TREVINO	30,347.50
199	41	6211	00	702	7	99	0	00	LEGAL SERVICES	CK-700095	09-0012551400592	9/13/2006	PA-R40248	WALSH ANDERSON BROWN	1,000.00
199	41	6211	00	702	7	99	0	00	LEGAL SERVICES	CK-702387	11-0013041526519	11/1/2006	PA-R40308	WALSH ANDERSON BROWN	994.20
199	41	6211	00	702	7	99	0	00	LEGAL SERVICES	CK-702387	11-0013041527142	11/1/2006	PA-R40308	WALSH ANDERSON BROWN	1,107.00
199	41	6211	00	702	7	99	0	00	LEGAL SERVICES	CK-702387	11-0013041530361	11/1/2006	PA-R40308	WALSH ANDERSON BROWN	671.00
199	41	6211	00	702	7	99	0	00	LEGAL SERVICES	CK-708091	02-0010381411447	2/7/2007	PA-R40701	WALSH ANDERSON BROWN	760.88
199	41	6211	00	702	7	99	0	00	LEGAL SERVICES	CK-749670	08-0012691329416	9/27/2007	PA-R41459	WALSH ANDERSON BROWN	1,000.00
					2006-2007				SCHOOL YEAR TOTAL						316,307.93
199	41	6211	00	702	8	99	0	00	LEGAL SERVICES	CK-800586	10-0012761532271	10/3/2007	PA-D43907	GORENA & TREVINO	25,887.50
199	41	6211	00	702	8	99	0	00	LEGAL SERVICES	CK-802620	11-0013111555179	11/7/2007	PA-D44155	GORENA & TREVINO	31,608.34
199	41	6211	00	702	8	99	0	00	LEGAL SERVICES	CK-804777	12-0013461631268	12/12/2007	PA-D44447	GORENA & TREVINO	29,264.50
199	41	6211	00	702	8	99	0	00	LEGAL SERVICES	CK-806426	01-0010161051352	1/16/2008	PA-D44638	GORENA & TREVINO	28,152.50
199	41	6211	00	702	8	99	0	00	LEGAL SERVICES	CK-807925	02-0010361303107	2/6/2008	PA-D44806	GORENA & TREVINO	25,210.50
199	41	6211	00	702	8	99	0	00	LEGAL SERVICES	CK-809887	03-0010651307051	3/5/2008	PA-D45083	GORENA & TREVINO	27,176.00
199	41	6211	00	702	8	99	0	00	LEGAL SERVICES	CK-812229	04-0011071609366	4/16/2008	PA-D45374	GORENA & TREVINO	27,257.00
199	41	6211	00	702	8	99	0	00	LEGAL SERVICES	CK-813556	05-0011281521424	5/7/2008	PA-D45495	GORENA & TREVINO	27,895.00
199	41	6211	00	702	8	99	0	00	LEGAL SERVICES	CK-020285	06-0011570737419	6/5/2008	PA-D45765	GORENA & TREVINO	28,904.25
199	41	6211	00	702	8	99	0	00	LEGAL SERVICES	CK-816812	06-0011770751516	6/25/2008	PA-E45745	JACQUES TREVINO	20,000.00

EXHIBIT

EDINBURG CISD
Legal Services (9-1-2006 to 6-7-2011)

FND	FNC	OBJ	SB	ORG	YR	PRG	ES	PD	TYPE	CK #		DATE PD	PO/PA #	VENDOR NAME	EXPENDITURE
199	41	6211	00	702	8	99	0	00	LEGAL SERVICES	CK-020302	07-0012071603412	7/25/2008	PA-M43144	JACQUES TREVINO	28,107.50
199	41	6211	00	702	8	99	0	00	LEGAL SERVICES	CK-817299	07-0012130848454	7/30/2008	PA-E45797	JACQUES TREVINO	21,801.28
199	41	6211	00	702	8	99	0	00	LEGAL SERVICES	CK-805068	12-0013461549542	12/12/2007	PA-R41808	WALSH ANDERSON BROWN	117.50
199	41	6211	00	702	8	99	0	00	LEGAL SERVICES	CK-810618	03-0010711642002	3/12/2008	PA-R42174	WALSH ANDERSON BROWN	64.50
					2007-2008				SCHOOL YEAR TOTAL						321,446.37
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-902127	10-0013031555082	10/29/2008	PA-R43066	JACQUES TREVINO	20,022.48
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-904036	12-0013381623499	12/3/2008	PA-R43213	JACQUES TREVINO	20,000.00
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-020417	12-0013531632131	12/18/2008	PA-R43280	JACQUES TREVINO	20,000.00
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-907551	02-0010341424235	2/4/2009	PA-R43364	JACQUES TREVINO	20,000.00
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-908793	02-0010561223582	2/25/2009	PA-R43500	JACQUES TREVINO	20,000.00
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-910614	04-0010911341233	4/1/2009	PA-R44280	JACQUES TREVINO	20,000.00
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-912149	04-0011191101150	4/29/2009	PA-R44385	JACQUES TREVINO	20,000.00
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-913724	05-0011471425460	5/27/2009	PA-R44470	JACQUES TREVINO	20,000.00
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-914939	06-0011671733392	6/16/2009	PA-R44540	JACQUES TREVINO	12,473.17
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-915409	06-0011741619004	6/23/2009	PA-R44564	JACQUES TREVINO	20,000.00
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-916490	08-0012151608540	8/5/2009	PA-R44611	JACQUES TREVINO	20,000.00
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-900683	10-0012751616294	10/1/2008	PA-R42879	JACQUES TREVINO, ATTORNEY	20,000.00
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-901096	10-0012821640372	10/8/2008	PA-R42957	SPIEGEL & MCDIARMID LLP	3,951.32
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-901096	10-0012821641108	10/8/2008	PA-R42957	SPIEGEL & MCDIARMID LLP	3,699.05
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-912556	05-0011250923010	5/6/2009	PA-E46758	SPIEGEL & MCDIARMID LLP	2,023.91
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-914912	06-0011671708031	6/16/2009	PA-E46907	SPIEGEL & MCDIARMID LLP	1,460.28
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-915371	06-0011741644304	6/23/2009	PA-E46956	SPIEGEL & MCDIARMID LLP	384.15
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-917648	08-0012451359069	9/2/2009	PA-E47098	SPIEGEL & MCDIARMID LLP	5,394.97
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-917648	08-0012451359313	9/2/2009	PA-E47098	SPIEGEL & MCDIARMID LLP	4,007.56
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-901139	10-0012811304161	10/8/2008	PA-R42910	WALSH ANDERSON BROWN	1,000.00
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-905712	01-0010071055544	1/7/2009	PA-R43296	WALSH ANDERSON BROWN	705.90
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-906696	01-0010200926292	1/21/2009	PA-R43653	WALSH ANDERSON BROWN	705.90
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-906696	01-0010200927459	1/21/2009	PA-R43653	WALSH ANDERSON BROWN	1,732.39
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-916218	07-0012080945566	7/29/2009	PA-R44603	WALSH ANDERSON BROWN	17.00
199	41	6211	00	702	9	99	0	00	LEGAL SERVICES	CK-917375	08-0012381115544	8/26/2009	PA-R44661	WALSH ANDERSON BROWN	794.50
					2008-2009				SCHOOL YEAR TOTAL						258,372.58

EDINBURG CISD

Legal Services (9-1-2006 to 6-7-2011)

FND	FNC	OBJ	SB	ORG	YR	PRG	ES	PD	TYPE	CK #		DATE PD	PO/PA #	VENDOR NAME	EXPENDITURE
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-900015	09-0012480729553	9/4/2008	PA-E45937	JACQUES TREVINO	20,000.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-020572	09-0012540817362	9/10/2009	PA-R44729	JACQUES TREVINO	20,300.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-020588	10-0012821422170	10/9/2009	PA-R44847	JACQUES TREVINO	20,000.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-002171	11-0013081338117	11/4/2009	PA-R44950	JACQUES TREVINO	20,000.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-003563	12-0013361546255	12/2/2009	PA-R45057	JACQUES TREVINO	20,000.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-004995	01-0010061647483	1/6/2010	PA-R45176	JACQUES TREVINO	20,000.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-006308	01-0010271701217	1/27/2010	PA-R45279	JACQUES TREVINO	20,000.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-008118	02-0010560817228	2/24/2010	PA-R45419	JACQUES TREVINO	20,000.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-010198	04-0010971323039	4/7/2010	PA-R45571	JACQUES TREVINO	20,000.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-012043	05-0011230938285	5/5/2010	PA-R45675	JACQUES TREVINO	20,000.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-013691	06-0011520953332	6/2/2010	PA-R45732	JACQUES TREVINO	20,000.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-015140	06-0011790908504	6/28/2010	PA-R45798	JACQUES TREVINO	20,000.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-015618	07-0012100835061	7/28/2010	PA-R45819	JACQUES TREVINO	20,000.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-017126	08-0012431604118	9/1/2010	PA-R45878	JACQUES TREVINO	21,038.59
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-000263	09-0012661049240	9/23/2009	PA-E47181	SPIEGEL & MCDIARMID LLP	532.50
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-002146	11-0013061417110	11/4/2009	PA-E47312	SPIEGEL & MCDIARMID LLP	945.75
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-004008	12-0013431127150	12/9/2009	PA-E47517	SPIEGEL & MCDIARMID LLP	3,345.25
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-005867	01-0010201538082	1/20/2010	PA-E47701	SPIEGEL & MCDIARMID LLP	706.64
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-005867	01-0010201547144	1/20/2010	PA-E47701	SPIEGEL & MCDIARMID LLP	3.46
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-009435	03-0010831639051	3/24/2010	PA-E48014	SPIEGEL & MCDIARMID LLP	3,259.22
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-009435	03-0010831640349	3/24/2010	PA-E48014	SPIEGEL & MCDIARMID LLP	1,775.47
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-010174	04-0010971259417	4/7/2010	PA-E48048	SPIEGEL & MCDIARMID LLP	1,806.11
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-012026	05-0011231012287	5/5/2010	PA-E48153	SPIEGEL & MCDIARMID LLP	2,170.39
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-013214	05-0011461640076	5/26/2010	PA-E48230	SPIEGEL & MCDIARMID LLP	3,025.48
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-015595	07-0012091621131	7/28/2010	PA-E48340	SPIEGEL & MCDIARMID LLP	323.53
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-016456	08-0012251442502	8/18/2010	PA-E48370	SPIEGEL & MCDIARMID LLP	413.36
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-017107	08-0012431612081	9/1/2010	PA-E48421	SPIEGEL & MCDIARMID LLP	266.08
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-000110	09-0012591603376	9/16/2009	PA-R44760	WALSH ANDERSON BROWN	2,831.50
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-000110	09-0012591604009	9/16/2009	PA-R44760	WALSH ANDERSON BROWN	1,000.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-001121	10-0012860940154	10/14/2009	PA-R44852	WALSH ANDERSON BROWN	628.15
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-001121	10-0012860940314	10/14/2009	PA-R44852	WALSH ANDERSON BROWN	559.54

EXHIBIT

EDINBURG CISD

Legal Services (9-1-2006 to 6-7-2011)

FND	FNC	OBJ	SB	ORG	YR	PRG	ES	PD	TYPE	CK #		DATE PD	PO/PA #	VENDOR NAME	EXPENDITURE
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-001121	10-0012860940516	10/14/2009	PA-R44852	WALSH ANDERSON BROWN	2,353.13
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-003020	11-0013171425420	11/18/2009	PA-R44983	WALSH ANDERSON BROWN	4,459.02
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-003020	11-0013171426031	11/18/2009	PA-R44983	WALSH ANDERSON BROWN	1,386.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-004630	12-0013500910232	12/16/2009	PA-R45125	WALSH ANDERSON BROWN	846.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-004630	12-0013500911042	12/16/2009	PA-R45125	WALSH ANDERSON BROWN	1,031.40
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-005519	01-0010131312488	1/13/2010	PA-R45210	WALSH ANDERSON BROWN	4,381.80
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-007672	02-0010480935406	2/17/2010	PA-R45375	WALSH ANDERSON BROWN	216.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-007672	02-0010480935560	2/17/2010	PA-R45375	WALSH ANDERSON BROWN	1,407.95
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-007672	02-0010480936097	2/17/2010	PA-R45375	WALSH ANDERSON BROWN	1,829.50
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-009054	03-0010691305297	3/10/2010	PA-R45495	WALSH ANDERSON BROWN	1,626.62
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-009054	03-0010691306066	3/10/2010	PA-R45495	WALSH ANDERSON BROWN	720.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-010724	04-0011041315256	4/14/2010	PA-R45609	WALSH ANDERSON BROWN	54.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-010724	04-0011041315438	4/14/2010	PA-R45609	WALSH ANDERSON BROWN	414.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-013276	05-0011461643274	5/26/2010	PA-R45729	WALSH ANDERSON BROWN	72.50
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-013276	05-0011461643420	5/26/2010	PA-R45729	WALSH ANDERSON BROWN	342.60
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-013276	05-0011461643547	5/26/2010	PA-R45729	WALSH ANDERSON BROWN	1,050.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-014046	06-0011591305584	6/8/2010	PA-R45759	WALSH ANDERSON BROWN	108.00
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-014046	06-0011591306131	6/8/2010	PA-R45759	WALSH ANDERSON BROWN	1,679.72
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-016244	08-0012211617413	8/11/2010	PA-R45836	WALSH ANDERSON BROWN	1,263.47
199	41	6211	00	702	0	99	0	00	LEGAL SERVICES	CK-016496	08-0012281419136	8/18/2010	PA-R45844	WALSH ANDERSON BROWN	1,791.12
					2009-2010				SCHOOL YEAR TOTAL						331,963.85
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-100480	09-0012721640351	9/29/2010	PA-R45924	JACQUES TREVINO	20,000.00
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-101833	10-0013001004440	10/27/2010	PA-R46008	JACQUES TREVINO	20,000.00
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-103555	12-0013351626446	12/1/2010	PA-R46183	JACQUES TREVINO	20,000.00
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-105088	01-0010060829230	1/5/2011	PA-R46283	JACQUES TREVINO	20,000.00
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-106357	01-0010260934455	1/26/2011	PA-R46355	JACQUES TREVINO	20,000.00
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-020822	02-0010551418514	2/24/2011	PA-R46468	JACQUES TREVINO	20,000.00
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-110060	04-0010950937319	4/6/2011	PA-D50599	JACQUES TREVINO	20,000.00
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-111157	04-0011171025020	4/27/2011	PA-R46701	JACQUES TREVINO	20,000.00
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-112834	06-0011471430490	6/1/2011	PA-R46789	JACQUES TREVINO	20,000.00
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-100450	09-0012711404396	9/29/2010	PA-E48537	SPIEGEL & MCDIARMID LLP	6,728.40

EDINBURG CISD

Legal Services (9-1-2006 to 6-7-2011)

FND	FNC	OBJ	SB	ORG	YR	PRG	ES	PD	TYPE	CK #		DATE PD	PO/PA #	VENDOR NAME	EXPENDITURE
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-105539	01-0010061534389	1/12/2011	PA-E48974	SPIEGEL & MCDIARMID LLP	1,084.17
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-105539	01-0010061534545	1/12/2011	PA-E48974	SPIEGEL & MCDIARMID LLP	5,007.46
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-107116	02-0010400821066	2/9/2011	PA-E49139	SPIEGEL & MCDIARMID LLP	679.25
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-107864	02-0010521023225	2/23/2011	PA-731278	SPIEGEL & MCDIARMID LLP	150.22
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-108687	03-0010660941553	3/9/2011	PA-A49357	SPIEGEL & MCDIARMID LLP	234.50
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-110021	04-0010941018052	4/6/2011	PA-A49513	SPIEGEL & MCDIARMID LLP	3,685.11
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-112137	05-0011380939164	5/18/2011	PA-A49680	SPIEGEL & MCDIARMID LLP	3,991.56
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-112816	06-0011470903311	6/1/2011	PA-A49695	SPIEGEL & MCDIARMID LLP	3,746.09
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-100496	09-0012721558012	9/29/2010	PA-R45914	WALSH ANDERSON BROWN	1,000.00
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-100496	09-0012721558386	9/29/2010	PA-R45914	WALSH ANDERSON BROWN	597.65
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-100496	09-0012721558587	9/29/2010	PA-R45914	WALSH ANDERSON BROWN	58.50
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-112193	05-0011381035567	5/18/2011	PA-R46768	WALSH ANDERSON BROWN	178.73
199	41	6211	00	702	1	99	0	00	LEGAL SERVICES	CK-113141	06-0011581455597	6/7/2011	PA-R46816	WALSH ANDERSON BROWN	1,014.00
					20010-2011	SCHOOL YEAR TOTAL									208,155.64
					Grand Total										1,436,246.37

O'HANLON, McCOLLOM & DEMERATH

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE
AUSTIN, TEXAS 78701
TELEPHONE: (512) 494-8949
FACSIMILE: (512) 494-8919

KEVIN O'HANLON
CERTIFIED, CIVIL APPELLATE
CERTIFIED, CIVIL TRIAL

LESLIE McCOLLOM
CERTIFIED, CIVIL APPELLATE
CERTIFIED, LABOR AND EMPLOYMENT
TEXAS BOARD OF LEGAL SPECIALIZATION

JUSTIN DEMERATH

June 3, 2011

Via email to: vcordero@tutorswithcomputers.com; cyoung@readandsucceedtoday.com

Mr. Vince Cordero
Mr. Chuck Young
Tutors with Computers

Re: Edinburg ISD/Tutors with Computers (TWC)

Dear Mr. Cordero and Mr. Young,

This letter is to memorialize my prior notification to you that our law firm has ceased to provide any legal services to TWC related to Edinburg ISD. If our firm enters into an attorney-client relationship with Edinburg ISD, our firm will disclose no information to Edinburg ISD related to our representation of TWC, other than to notify the District that the firm cannot provide any services to the District related to TWC due to a conflict of interest. Similarly, our firm will not receive any communications from Edinburg ISD related to TWC. Please contact me if you have any questions regarding this matter.

Sincerely,



Leslie McCollom

EXHIBIT _____

APPROVAL OF 2011-2012 TUITION FEES FOR OUT OF DISTRICT TRANSFERS

Superintendent's Recommendation

That the Board of Trustees approve the 2011-2012 Tuition Fee for Out of District eligible transfers at \$2,131 per student.

Rationale

The Education Code and District Policy allows the District to charge a tuition fee for out of district transfers to the extent that the District's actual expenditure per student in enrollment exceeds the sum of the District's benefits from state and federal aid sources.

Budgetary Information

Anticipated revenues from the collection of the fees are included in the budget.

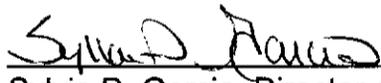
Resource Personnel

Dr. René Gutiérrez
Dr. Rebecca Morrison
Sylvia D. Garcia

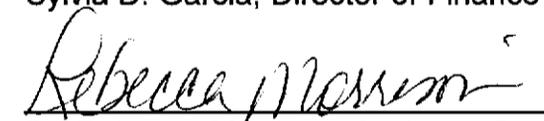
Board Policy Reference

This is in accordance with Board Policy FDA (Local); TEC 25.038.

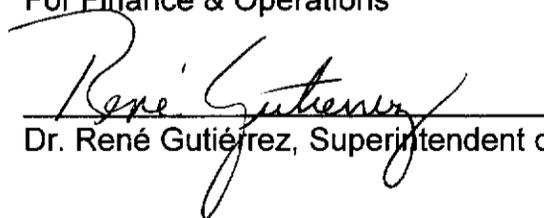
Prepared by:


Sylvia D. Garcia, Director of Finance

Approved by:


Dr. Rebecca Morrison, Assistant Superintendent
For Finance & Operations

Recommended By:


Dr. René Gutiérrez, Superintendent of Schools



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 DRAWER 990
 EDINBURG, TEXAS 78540
 PHONE (956) 289-2300
 FAX # (956) 386-0915



June 16, 2011

TO: Dr. René Gutiérrez
 Superintendent of Schools

FR: Dr. Rebecca Morrison
 Assistant Superintendent for Finance & Operations

RE: Tuition Fee - Transfer Students

The following information is for the purpose of determining the tuition charges for students in the 2011-2012 school year as per Board Policy FCA (local).

Total Estimated Expenditures 2010-2011	433,173,314
Less Estimated State Revenue	200,023,201
Less Estimated Federal Revenue	123,042,477
Less Estimated Facilities Acquisition	39,314,275
 Net Difference	 70,793,361
 2010-2011 Enrollment from PEIMS Fall Submission	 33,223
 Net Difference divided by Enrollment	 2,131
 Recommended Tuition Fee	 2,131
 Current Tuition Fee	 2,628
 Increase (Decrease)	 <hr style="width: 100%; border: 1px solid black;"/> (497)

APPROVAL OF SECOND READING REVISIONS TO BOARD POLICY DC (LOCAL):
EMPLOYMENT PRACTICES

Superintendent's Recommendation

That the Board of Trustees approves the Second Reading Revisions to Board Policy DC (Local):
Employment Practices as attached.

Rationale

The first reading of this policy was presented to the board for approval on March 8, 2011, and
the Second Reading was board approved on March 29, 2011. After legal review by TASB it was
recommended to revise and resubmit section Eligibility for Rehire for board approval.

To ensure that local policy correlates with the district's employment and financial goals and
objectives.

Budgetary Information

Not Applicable

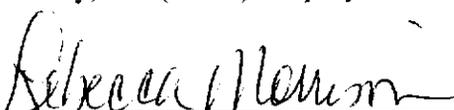
Resource Personnel

Dr. René Gutiérrez
Dr. Rebecca Morrison

Board Policy Reference

This is in accordance with Board Policy, DC (Local) Employment Practices.

Prepared by:


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

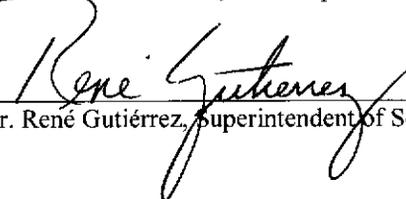
Within Budgetary Allocations:


Sylvia Garcia, Director for Finance

Approved by:


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

Recommended by:


Dr. René Gutiérrez, Superintendent of Schools

PERSONNEL DUTIES	The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.
POSTING VACANCIES	The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.
APPLICATIONS	All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.
EMPLOYMENT OF ALL PERSONNEL	<p>The Superintendent has sole authority to make recommendations to the Board regarding the selection of personnel.</p> <p>The Board retains final authority for the employment of contractual and noncontractual personnel. [See DCA, DCB, DCC, and DCE as appropriate]</p>
EXIT INTERVIEWS AND EXIT REPORTS	An exit interview shall be conducted, if possible, and an exit report shall be prepared for every employee who leaves employment with the District.
PROCEDURES FOR HIRING RETIREES	<p>An employee planning to retire from the District shall contact the Teacher Retirement System of Texas (TRS) for all information regarding retirement benefits, including the effect on such benefits of returning to employment.</p> <p>No person shall be hired under this policy for either a full-time or part-time position until the former employee has been officially retired for at least one full calendar month.</p>
ELIGIBILITY FOR REHIRE	<p>Effective with the adoption of this policy, a person who has retired from the District under TRS shall not be eligible to be rehired by the District on either a full-time or part-time basis unless the person is to be hired in one of the following:</p> <ol style="list-style-type: none">1. A position determined by the Board to be an "acute teacher shortage area" for the school year in which the retiree would be employed;2. A substitute or temporary position; or3. An at-will position in an area the Superintendent, at his or her discretion, has identified as a shortage area.

Any retired employee seeking to return to employment in the District shall complete the application process and be considered along with other applicants. In accordance with Government Code 824.602(a)(m)(3), in considering applicants for professional educator positions, the District must give preference to certified applicants who are not retirees.

The Board shall review annually the list of acute teacher shortage areas in which retired teachers or administrators may be hired and shall ~~authorize the Superintendent to~~ make such additions or deletions to the list as may be necessary in accordance with applicable law.

A retiree who is rehired by the District shall:

CONTRACT

1. If hired as a full-time employee, be entitled to the same type of contract as a classroom teacher who is not retired. Any contract entered into with a District retiree following the adoption of this policy shall be limited to one year. At the end of the one-year term, the retiree may reapply subject to the requirements stated above at ELIGIBILITY FOR REHIRE.

A contract with any retiree that was effective prior to the adoption of this policy may not be renewed and a new contract may not be issued unless the retiree was employed by the District at the time of retirement and the employee is to be rehired in an acute teacher shortage area as determined by the Board.

SALARY

2. Be paid according to the state minimum teacher salary schedule.

BENEFITS

3. Be entitled to participate in the District's group health coverage.
4. Be eligible for state personal leave, state assault leave, and temporary disability leave as provided by Education Code 22.003; and federal family and medical leave, if applicable.

APPRAISAL

5. Not be eligible for local leave.
6. Be subject to the same appraisal requirements as any other District employee.

EXHIBIT _____

APPROVAL OF SECOND READING REVISIONS TO BOARD POLICY DEC (LOCAL):
COMPENSATION AND BENEFITS LEAVES AND ABSENCES

Superintendent's Recommendation

That the Board of Trustees approves the Second Reading Revisions to Board Policy DEC (Local): Compensation and Benefits Leaves and Absences as attached.

Rationale

The first reading of this policy was presented to the board for approval on March 8, 2011, and Second Reading was board approved on March 29, 2011. After legal review by TASB it was recommended to revise and resubmit section Attendance Incentive for approval.

Budgetary Information

Not Applicable

Resource Personnel

Dr. René Gutiérrez
Dr. Rebecca Morrison

Board Policy Reference

This is in accordance with Board Policy, DEC (Local) Compensation and Benefits Leaves and Absences.

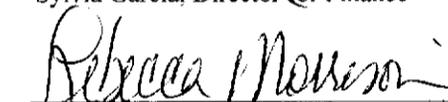
Prepared by:


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

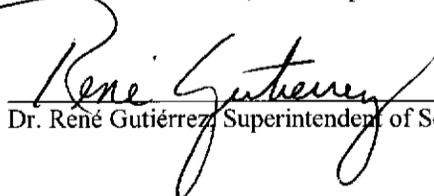
Within Budgetary Allocations:


Sylvia Garcia, Director for Finance

Approved by:


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

Recommended by:


Dr. René Gutiérrez, Superintendent of Schools

DEFINITIONS
FAMILY

The term "immediate family" shall include:

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act, (FMLA) the definitions of spouse, parent, son or daughter, and next of kin of a covered service member are found in DECA(LEGAL).

FAMILY
EMERGENCY

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

WORKDAY

A "workday" for purposes of earning, using, or recording shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

CATASTROPHIC
ILLNESS OR INJURY

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Complications resulting from pregnancy shall be treated the same as any other condition.

STATE PERSONAL
LEAVE

For purposes of this section, each employee shall earn state personal leave up to the statutory maximum of five workdays annually at the rate established in administrative regulations.

TYPES OF STATE
PERSONAL LEAVE

The Board requires employees to differentiate the manner in which state personal leave is used.

DISCRETIONARY
NON-
DISCRETIONARY

Discretionary use of leave shall be at the individual employee's discretion subject to limitations set out below.

Non-discretionary use of leave shall be for the same reasons and used in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

DISCRETIONARY
REQUEST FOR LEAVE

A written request for use of discretionary personal leave shall be submitted to the immediate supervisor or designee in advance in accordance with administrative regulations. The reasons for which personal leave may be used shall not be limited by the District. In deciding to approve personal leave, however, the supervisor or designee shall consider the effect of the employee's absence on the educational program, as well as the availability of substitutes. [See DEC(LEGAL)]

LIMITATIONS

Discretionary personal leave may be taken at the employee's discretion not to exceed five days per semester. Discretionary leave shall not be allowed under the following circumstances:

1. The day before a school holiday,
2. The day after a school holiday,
3. Days scheduled for end-of-semester or end-of-year exams,
4. Days scheduled for state-mandated assessments, or
5. Professional or staff development days.

Prior approval must be obtained from the immediate supervisor or principal.

DURATION OF
LEAVE

Discretionary personal leave may not be taken for more than three consecutive days.

LOCAL LEAVE

All employees shall earn five workdays of local leave per school year, at the rate of one-half workday for each 18 workdays of employment.

Local leave shall accumulate to a maximum of 20 workdays and shall be taken with no loss of pay.

Local leave shall be used under the terms and conditions applicable to state sick leave accumulated prior to the 1995–96 school year. [See DEC(LEGAL)]

ORDER OF USE

Earned compensatory time shall be used before any available paid state and local leave. [See DEA]

Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable.

1. Local leave.
2. State sick leave accumulated prior to the 1995–96 school year.
3. State personal leave.

RECORDING

Leave shall be recorded as follows:

1. Leave shall be recorded in half-day increments for all employees.
2. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.
3. If the employee chooses to offset leave against workers' compensation benefits, leave shall be recorded in the amount used.

AVAILABILITY

The District shall make paid leave for the current year available for use at the beginning of the school year for all monthly paid employees. For all biweekly paid employees, local leave shall be made available as earned.

When an employee who has used more leave than he or she has accumulated ceases to be employed by the District, the cost of the unearned leave days shall be deducted from the employee's final paycheck.

EARNING LEAVE

An employee shall not earn leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.

When an employee has used more leave than he or she has earned, the District shall deduct the cost of unearned leave days from the employee's paycheck for the pay period in which the leave is incurred.

ATTENDANCE
INCENTIVE

A 187-day full-time District employee who does not miss work for the entire semester shall receive a \$125 stipend at the end of each semester (January and June). All other full-time employees shall be paid in January and the month after their contract ends. **All absences, including use of state sick and personal leave and any local leave, will be taken into account in determining eligibility.**

MEDICAL
CERTIFICATION

An employee shall submit medical certification of the need for leave and at 30-day intervals thereafter if:

1. The employee is absent more than three consecutive work-days because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent;
3. The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child; or
4. The employee requests FMLA leave for military caregiver purposes.

	<p>In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]</p>
PATTERNS OF ABSENCE	<p>If an employee establishes a questionable pattern of absences of less than five consecutive days, the principal or supervisor may inquire about the necessity of such absences and may require a doctor's certification for any subsequent absence.</p>
BEREAVEMENT (FUNERAL) LEAVE	<p>Use of state personal leave and/or local leave for death in the immediate family shall not exceed five workdays per occurrence, subject to the approval of the District.</p> <p>Personnel may attend any funerals of distant relatives or friends (one day per occurrence) subject to the approval of the District. Bereavement leave for distant relatives or friends shall be charged against state personal leave.</p>
TEMPORARY DISABILITY	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days.</p>
COURT APPEARANCES	<p>Absences for court appearances related to an employee's personal business shall be deducted from the employee's state personal leave or, at the option of the employee, shall be taken as leave without pay.</p>
FAMILY AND MEDICAL LEAVE	<p>For purposes of an employee's entitlement to family and medical leave, the 12-month period shall be measured backward from the date an employee uses family and medical leave.</p>
CONCURRENT USE OF LEAVE	<p>The District shall require employees to use family and medical leave concurrently with paid leave and with temporary disability leave, if applicable.</p>
COMBINED LEAVE FOR SPOUSES	<p>The District shall limit FMLA leave for the birth, adoption, or placement of a child, or placement of a child, or to care for a parent with a serious health condition, to combined total of 26 weeks. [See DECA(LEGAL)]</p>
INTERMITTENT LEAVE FOR CHILD CARE	<p>Use of intermittent family and medical leave shall not be permitted for the care of a newborn child or upon the adoption or placement of a child with the employee.</p>
CERTIFICATION OF LEAVE	<p>If an employee requests leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)]</p>
FITNESS-FOR-DUTY CERTIFICATION	<p>If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. If the District will require veri-</p>

	<p>fication of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.</p>
FAILURE TO RETURN	<p>If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LLEGAL), RECOVERY OF BENEFIT COST]</p>
MEDICAL RELEASE	<p>The employee's request for reinstatement shall be accompanied by medical certification of the employee's ability to perform essential job functions.</p>
TEACHER REINSTATEMENT	<p>A teacher desiring to return to work at or near the conclusion of a semester shall be reinstated in accordance with the END-OF-TERM LEAVE section in DEC(LLEGAL).</p>
WORKERS' COMPENSATION	<p>An employee absent because of a job-related injury or illness shall be assigned to family and medical leave, temporary disability leave, and/or assault leave, as applicable.</p>
PAID LEAVE OFFSET	<p>The employee shall inform the appropriate administrator whether he or she chooses to use available paid leave. Any paid leave used shall be offset against workers' compensation wage benefits. [See CRE]</p>
SICK LEAVE BANK ENROLLMENT	<p>Employees may join the sick leave bank by donating three sick leave days. The enrollment period shall begin every school year and lasts through September 30.</p>
	<p>A sick leave bank delayed enrollment exception may be granted to a District employee who meets the criteria established under the sick leave bank administrative procedures.</p>
USE	<p>The sick leave bank may be used for excessive absences due to a death in the immediate family or the care of a disabled or catastrophically ill immediate family member.</p>
APPLYING FOR BENEFITS	<p>After returning to work, members may apply for benefits from the sick leave bank to seek reimbursement for absence deductions. A maximum of 30 days per school year may be awarded to an employee.</p>
	<p>If benefits are used, the employee must donate another three days the following school year to continue membership.</p>
REIMBURSEMENT FOR UNUSED LEAVE AT RETIREMENT	<p>At full retirement age (50 minimum), employees with a total of 30 years of service and at least ten consecutive years of service to the District shall be paid for 50 percent of their unused leave (local and state) at their current daily rate of pay.</p>

UNIFORM ABSENCE
POLICY

The District shall take all necessary steps to terminate the employment of any employee who has exhausted all available leave under District policy if the employee is subsequently absent from duty for five or more days within the course of the same school year. Before making a final decision to terminate employment based on absences after all leave is exhausted, the District shall consider the employee's eligibility for reasonable accommodation of a disability under the Americans with Disabilities Act. [See DAA] This policy shall not require the District to maintain the employment of any person who is incarcerated in a federal, state, or local correctional institution.

MODIFIED DUTY FOR
EMPLOYEE ON
WORKERS'
COMPENSATION
LEAVE

Supervisors shall attempt to make short-term modified duty assignments for an employee who has been released by his or her physician to return to work from workers' compensation leave with limitation or disability.

The purpose of this policy is to allow employees to return to work in a limited/modified capacity until fully recovered and to lower workers' compensation costs.

The follow shall apply:

1. Only those employees who are on short-term leave, or those on extended leave whose jobs have not been filled, are eligible for limited/modified duty.
2. The supervisors shall attempt to identify suitable work within the department/school. Since this assignment is of a temporary nature, the employee shall remain in his or her current position.
3. The supervisor shall analyze the specific job restrictions and attempt to accommodate the restriction on a temporary basis, normally not to exceed 90 days. If the restrictions exceed 90 days, then the continued availability of the modified duty assignment shall be up to the supervisor for a maximum of 30 days.
4. Should the supervisor not be able to accommodate limited duty, the supervisor shall contact the risk manager to establish if any other limited/modified duty is available. The originating department/school shall be responsible for the employee's salary.
5. During the period of limited duty, the employee shall follow all District policies and procedures.
6. After 60 days of continuous absence due to a workers' compensation-related injury or if the limited/modified duty cannot

be extended past 90 days, the employee shall make arrangements with the payroll office to pay for his or her health insurance premiums.

APPROVAL OF REQUEST FOR THE OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM FOR SUBMISSION TO TEA

Superintendent's Recommendation

That the Board of Trustees approve the request for the Optional Flexible School Day Program for submission to TEA.

Rationale

The Optional Flexible School Day Program (OFSDP) is an option, authorized under the TEC§29.0822, that school districts may offer to help address the diverse needs of the at-risk student population, especially those who are not able to attend school in a traditional setting due to extenuating circumstances.

The addition of this program will help meet Edinburg Consolidated Independent School District's goal of increasing student attendance and reducing the dropout rate which, in turn, maximizes the district's graduation rate.

Paperwork Impact

N/A

Budgetary Information

Does not impact the budget.

Resource Personnel

Dr. René Gutiérrez, Superintendent of Schools
Maria Luisa Guerra, Assistant Superintendent for Instruction/Support Services
Nelda R. Garza, Director Vision Academy of Excellence

Board Policy Reference and Compliance

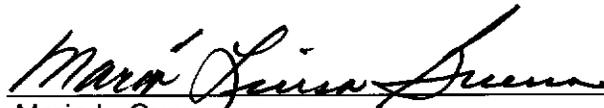
This item is in compliance with the Texas Education Code (TEC), Chapter 25.092 and EHBC (LEGAL).

Prepared By:



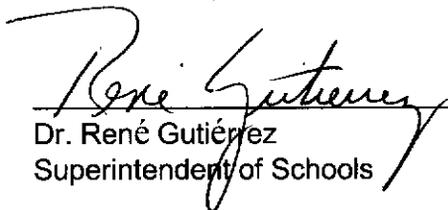
Nelda R. Garza,
Director Vision Academy of Excellence

Approved by



Maria L. Guerra
Assistant Superintendent of Schools for
Instruction/Support Services

Recommended By:



Dr. René Gutiérrez
Superintendent of Schools

EXHIBIT _____ PAGE(S) _____

Edinburg Consolidated Independent School District Optional Flexible School Day Program (OFSDP) Application

Program Goals and Objectives:

The Edinburg Independent School District would like to apply for the Optional Flexible School Day Program for Edinburg High School, Edinburg North High School, Economedes High School and the Vision Academy of Excellence.

The Vision Academy of Excellence, a campus designed to graduate fifth-year seniors from ages 18-25 that are/were enrolled in one of our three established high schools, would like to offer a flexible school day for its students. The goal is to reduce the dropout rate, increase attendance, and maximize the district graduation rate while meeting the students' diverse needs. We offer TAKS small-group instruction, Credit Recovery, and South Texas College (STC) College Courses. These units coupled with a "College Go Center" will assist the students in enrolling in a post-secondary institution.

Proposed Units and Schedules:

1. The TAKS Small-Group Instruction Unit will offer classes from 8:30 A.M. to 4:00 P.M. Math, Science, English, and Social Studies will be offered. These classes will aid students in preparing for the one or more TAKS exams they are lacking in order to graduate from high school.
2. The Credit Recovery Unit will offer classes from 8:30 A.M. to 4:00 P.M. at the computer lab offering PLATO and Odyssey. The American Preparatory Institute (API) Modules and Credit by Exam tutorials are also available through core-area teachers.

Resource Personnel and Qualifications:

Professional Staff: Program Director and Counselor

Full-Time Staff: Five certified teachers, secretary, PEIMS clerk, CIS case manager, Parental Involvement Assistant, security guard. Hours based on schedule.

Other Staff (Assist as needed): Teen parenting facilitators (one per campus), and nurse

Identification of Participants:

Edinburg High School, Edinburg North High School, Johnny Economedes High School and The Vision Academy of Excellence staff will identify students using any of the following criteria:

- At risk status
- A fifth-year senior 18-25 years of age
- A student previously identified as a drop-out
- A student who has a hardship situation, such as: head of household, employment, child care, medical reason, or extenuating personal issues

Enrollment Procedures:

An application for OFSDP will be processed and maintained for each eligible student. A consent form will be signed by the adult student acknowledging the attendance requirements.

Reporting Procedures:

- OFSDP records will be maintained by the PEIMS clerk and disseminated using ECISD established procedures
- All credit recovery progress will be sent to each student's respective high school as they are acquired. ALL TEA assessments will be administered. TAKS scores are reported directly to the Testing and Evaluation Office at ECISD Central Administration.
- All TEA criteria-based progress reports for each student will be processed in a timely manner.

Texas Education Agency



APPLICATION

Optional Flexible School Day Program (OFSDP)

2011-2012 School Year

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted to the TEA for approval.

EXHIBIT _____

Definition of Program Provisions

Eligible Students

A student is eligible to participate in an optional flexible school day program (OFSDP) authorized under the Texas Education Code (TEC) §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
 - the student is attending a school implementing an approved innovative campus plan; or
 - the student is attending a school with an approved early college high school program designation; or
 - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

Assessment

The student must take the appropriate Texas Assessment of Knowledge and Skills (TAKS) tests specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the TEC, §29.0822, may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in attendance for purposes of funding under the TEC, Chapters 41, 42, and 46, only for the actual number of contact hours the student receives, not to exceed 1,080 hours per 12-month period.

Public Hearings

The board of trustees of a school district or governing board of an open-enrollment charter school must hold a public hearing concerning the proposed application for an OFSDP before applying to operate an OFSDP under the TEC, §29.0822. In addition, the board of trustees of a school district or governing board of an open-enrollment charter school must hold a public hearing annually to review the performance of the OFSDP (see Appendix Two).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant will be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. Reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Provisions of Agreement

Article I - Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the "TEA," and

Edinburg Consolidated Independent School District

(Legal Name of School District or Open-Enrollment Charter School)

located at

411 North 8th Avenue, Edinburg, Texas 78541

(Physical Address)

hereinafter referred to as "district."

Article II - Period of Agreement

The period of the agreement, for a maximum of one school year unless terminated or as otherwise provided for in this agreement and in statute or rule, is the period beginning 08/22/2011 (Month, Day, Year) and ending 07/31/2012 (Month, Day, Year).

Please note that the agreement term is subject to annual renewal.

Article III - Purpose of Agreement

The district must perform all of the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV - Reporting Requirements

The district will be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article V - General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an "X" beside it:

- Appendix One, Assurances
- Appendix Two, Public Hearings
- Appendix Three, Narrative Description of Proposed Program
- Appendix Four, Contact Sheet
- Attachment, Copy of articulation agreement between district and university/college if one or more participating campuses have an Early College High School Program designation

Article VI - Application Process

For questions or assistance regarding this application, please contact Kim Wall by telephone at (512) 463-4809 or by email at kim.wall@tea.state.tx.us. Submit the completed application to:

Texas Education Agency
Attn: School Finance – OFSDP
1701 North Congress Avenue
Austin, TX 78701-1494

EXHIBIT _____

Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement. PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
 - the student is attending a school implementing an approved innovative campus plan; or
 - the student is attending a school with an approved early college high school program designation; or
 - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. to provide instruction in the program at the high school grade level. All instructional materials and facilities must be comparable to or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide knowledgeable, highly qualified instructors and staff for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to comply with all reporting requirements established by the TEA;
8. not to discriminate based on disability, race, color, national origin, religion, or sex; and

EXHIBIT _____

9. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted on behalf of the school district or open-enrollment charter school by a person authorized to bind the district.

David Torres, Edinburg C.I.S.D Board President

Name, Title, and Telephone Number of School Board President

Signature of School Board President

Date

Dr. René Gutiérrez, Edinburg C.I.S.D. Superintendent

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

EXHIBIT _____

Appendix Two Public Hearings

The definition of terms of the application applies to this Appendix Two, Public Hearings. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement. PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX TWO. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school agrees to hold a public hearing concerning the proposed application for an OFSDP.
2. The board of trustees of the school district or the governing board of the open-enrollment charter school agrees to hold a public hearing annually to review the performance of the program proposed under this application.

The pre-application public hearing was conducted on:

Month:

Day:

Year:

Time:

Location:

NOTE: The applicant will be required to include a copy of the posting of this public hearing in the final progress report.

AGREED and accepted on behalf of the school district or open-enrollment charter school by a person authorized to bind the district.

Dr. René Gutiérrez, Edinburg C.I.S.D. Superintendent

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District

Date

EXHIBIT _____

Appendix Three Narrative Description of Proposed Program

The definition of terms of the application applies to this Appendix Three, Narrative Description of Proposed Program. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Appendix Three describes the school district or charter school proposed OFSDP.

On 8 ½ x 11 inch paper, provide a concise description of the:

- program goals and objectives;
- proposed schedule offered to students participating in the OFSDP;
- staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include the contact hours the position and resource will be obligated to the program;
- qualification standards established for each staff and resource position;
- local procedures for identifying students, including how the school confirms and documents student eligibility;
- procedures for obtaining student and parental consent for participation in the OFSDP;
- process that will be implemented to maintain records of student eligibility, consent, and attendance;
- procedure the district will establish to ensure all students enrolled in the OFSDP are administered the required assessment instruments in the timeline established by the TEA; and
- criteria selected to report the progress of students participating in the OFSDP.

EXHIBIT _____

Appendix Four Contact Sheet

The definition of terms of the application applies to this Appendix Four, Contact Sheet. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement:

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FOUR, CONTACT SHEET. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

District Contact for the Application

Contact Name:	Nelda R. Garza, Director
District Superintendent or Charter School Chief Operations Officer:	Dr. René Gutiérrez, Superintendent
Mailing Address:	222 W. Kuhn
City, State, Zip Code:	Edinburg, Texas 78541
Telephone Number:	956-289-2584
Alternate Telephone Number:	956-289-2300
Fax Number:	956-287-0812
Email Address:	n.garza@ecisd.us

Contact Name:	Maria L. Guerra, Assistant Superintendent for Instruction & Support Services
Email Address:	ml.guerra@ecisd.us

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

NOTE: The majority of the contact for the approved OFSDP is done via email. Please make sure that a valid email address or valid email addresses are submitted on this form. More than one email address may be submitted. Please provide the full name(s) of the person or persons who are the email contact(s) to ensure that the TEA has accurate information.

**APPROVAL OF THE 2011-2012 REGION ONE EDUCATION SERVICE CENTER CONTRACT/
CONSULTANT AGREEMENT FOR CSCOPE CURRICULUM SYSTEM DISTRICT ANNUAL
LICENSE FOR UNLIMITED CSCOPE USERS**

SUPERINTENDENT'S RECOMMENDATION

That the Board of Trustees approve the 2011-2012 Region One Education Service Center contract/consultant agreement for CSCOPE Curriculum System district annual license for unlimited CSCOPE users.

RATIONALE

Region One Education Service Center provides full access to the CSCOPE Curriculum System and ongoing support with the implementation of CSCOPE. The district annual license includes: refined and updated curriculum documents K-12 for English Language Arts, Mathematics, Science, Social Studies, and Spanish Language Arts K-5. Each unit includes alignment of the English Language Proficiency Standards (ELPS), College and Career Readiness Standards (CCRS), and the State of Texas Assessment of Academic Readiness (STAAR).

Connections to the District Plan: Goal 1 Academic Excellence Performance:
Objective I Provide a challenging high quality curriculum and an effective delivery system
Objective III Provide an instructional program to meet the special needs of all special populations in order to narrow the achievement gap

PAPERWORK IMPACT

None

BUDGETARY INFORMATION

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

CSCOPE Curriculum System K-12 District annual license for unlimited user 42 ECISD Campuses and 3 Christian Schools / Total of 45 Campuses	\$ 223,601
Nerdeveloper Annual Subscription Fee	\$ 15,600
66 Full Days of Training for Mathematics Grades K-12	\$ 33,000
Grand Total	\$272,201

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

Account	Description	Appropriation	Encumbrance	Expenditure	Balance
255 13 6239 00 999 224000	CSCOPE Curriculum	175,000	0	0	175,000
199 13 6239 00 885 299000	CSCOPE Curriculum	97,201	0	0	97,201

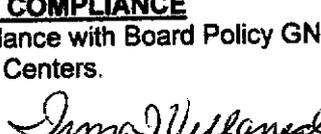
RESOURCE PERSONNEL

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

BOARD POLICY REFERENCE AND COMPLIANCE

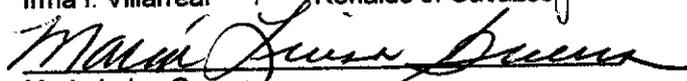
This item is in compliance and accordance with Board Policy GNB (Legal): Relations with Educational Entities: Regional Education Service Centers.

Prepared by:


 Irma I. Villarreal


 Ronaldo J. Cavazos

Approved by:


 Maria Luisa Guerra

Within Budgetary Allocation:


 Sylvia D. Garcia

Finance Department Approval:


 Dr. Rebecca Morrison

Recommended by:

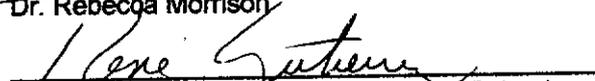

 Dr. René Gutiérrez, Superintendent of Schools

Exhibit _____, Page(s) _____



CSCOPE



Region One Education Service Center Renewal of Commitment for 2011-2012

District Name: Edinburg CISD County/District Number: 108904

Region One Education Service Center and the above named school district or open enrollment charter school (district) enter into the following cooperative service arrangement for the 2011-2012 school year:

Description:

- The **CSCOPE Curriculum System** Cooperative has three primary service goals
- ❖ Provide districts with a resource for implementing the state standards
 - ❖ Provide an aligned, online curriculum with exemplar lessons
 - ❖ Provide regular and sustained professional development

The Center will:

- ❖ Provide full access to the **CSCOPE Curriculum System**
- ❖ Coordinate with National Education Resources (NER) service providers on end-user issues
- ❖ Provide ongoing support with the implementation of CSCOPE
- ❖ Provide two days of technical assistance and consultation, one per semester
 - May include CSCOPE Development Update
 - May include STAAR Update

The District will:

- ❖ Designate a district contact/representative for coordination purposes
- ❖ Abide by the terms of the District User License Agreement (DULA)
- ❖ Provide a current listing of all approved district domain names
- ❖ Provide Region One ESC with one (1) district curriculum user assignment
- ❖ Participate in district contact meetings

CSCOPE Curriculum System – The district annual license for unlimited CSCOPE users includes: refined and updated curriculum documents K-12 for English Language Arts, Math, Science, Social Studies and Spanish Language Arts K-5. Annual Support & Development	31,943 Enrollment (October 2010 PEIMS Fall Enrollment Less Pre-K and Early Childhood) x \$ 7.00 per ADA = \$ 223,601.00	
Developer – Annual NER Subscription Fee Please refer to attached Technology Fee Structure NER Additional Support Recommended CSCOPE Customized On-site Training ECISD Staff Development Grades K-12 for 66 days	# of Campuses <u>45</u>	Amount <u>15,600</u> 33,000

*2010 Enrollment **31,943**

Total Amount Due **\$ 272,201.00**

<p>District CSCOPE Contact: <u>Maria Luisa Guerra</u> Phone <u>(956) 289-2300</u> Fax : <u>(956) 385-3346</u> Email: <u>ml.guerra@ecisd.tx</u></p>	
<hr/> Superintendent	<hr/> Date
<p>Please return by: June 1, 2011 to: Region One Education Service Center Hermelinda Hesbrook, Administrator Curriculum, Instruction and Assessment 1900 W. Schunior Edinburg, Texas 78541 (956) 984-6151 Fax: (956) 984-7641</p> <div style="text-align: right;">  </div>	

Exhibit _____



**Technology Fee Structure
NER**

#Traditional Campuses	NER One Time Set Up Fee (Year 1 Districts or addition of campuses)	NER Annual Subscription Fee	Technology Total: Includes One-Time & Subscription Fees
<3 or 1A	1000	2500	3500
3	3250	3600	6850
4	3500	3600	7100
5	3750	3600	7350
6	4000	3900	7900
7	4250	4200	8450
8	4500	4500	9000
9	4750	4800	9550
10	5000	5100	10100
11	5250	5400	10650
12	5500	5700	11200
13	5750	6000	11750
14	6000	6300	12300
15	6250	6600	12850
16	6500	6900	13400
17	6750	7200	13950
18	7000	7500	14500
19	7250	7800	15050
20	7500	8100	15600
20+	Contact Region I ESC		

**Annual Support and Curriculum Development Fee Structure
Region One ESC**

Number of Students (Enrollment) (October 2010 PEIMS Fall Enrollment) K-12	Support and Development Fee	Total (ADA x \$7)
31,943	\$7 per student	\$ 223,601.00



Edinburg CISD Staff Development Proposal

Mathematics

**Division of Instructional Support
Curriculum, instruction and Assessment
2011-2012**

Contacts:

**Dr. Eduardo Cancino, Deputy Director of Instruction
(956) 984-6021**

**Mrs. Hermelinda Hesbrook, Administrator, Curriculum, Instruction and Assessment
(956) 984-6151**

**Mrs. Gerbie Rodriguez, Mathematics Coordinator
(956) 984-6114**



**Region One
Education Service Center**

1900 W. Schunior Edinburg, TX 78541 | (956) 984-6000 | www.esc1.net

Exhibit _____



**Edinburg Consolidated Independent School District
On-site Staff Development Mathematics Training Proposed Schedule
2011-2012**



Each day of training will provide an overview of the content standards and the instructional strategies that will support the delivery of instruction. ESC consultants will review curriculum documents to familiarize participants with the standards, concepts, and outcomes of the unit(s) for the six weeks. A thorough walk-through of the lessons will be presented to acquaint participants with the 5E components, misconceptions, and instructional strategies utilized within the lessons. ESC consultants will model activities using manipulatives that provide meaningful learning opportunities for new and experienced CSCOPE teachers. Training will include transitional STAAR connection to the lessons.

ECISD campuses will receive a master copy of the lessons prior to the six weeks training to replicate for training purposes.

Mathematics						
Elementary Teachers						
# of days classroom teacher will attend training						
Six Week	Kinder	First	Second	Third	Fourth	Fifth
1 st Six Weeks	1	1	1	1	1	1
2 nd Six Weeks	1	1	1	1	1	1
3 rd Six Weeks	1	1	1	1	1	1
4 th Six Weeks	1/2	1/2	1/2	1/2	1/2	1/2
5 th Six weeks	1/2	1/2	1/2	1/2	1/2	1/2
6 th Six Weeks	No Training					
Total	4	4	4	4	4	4

Mathematics						
Secondary Teachers						
# of days classroom teacher will attend training						
Six Week	Sixth	Seventh	Eighth	Algebra I	Algebra II	Geometry
1 st Six Weeks	1	1	1	1	1	1
2 nd Six Weeks	1	1	1	1	1	1
3 rd Six Weeks	1	1	1	1	1	1
Total	3	3	3	3	3	3

Total Number of Professional Development Days (@\$500.00 per day/per consultant)	
Elementary	48
Secondary	18
Total Days	66
Total Contract Amount	\$33,000.00





District User License Agreement for Texas Education Service Center Curriculum Collaborative (TESCCC) CSCOPE Curriculum Management System and Content

DISTRICT USER LICENSE AGREEMENT

This District User License Agreement (this “DULA”) is entered into as of July 1, 201_ (the “**Effective Date**”) between the Texas Education Service Center Curriculum Collaborative (“**TESCCC**”), a Texas nonprofit corporation, currently comprised of 19 Education Service Centers in the State of Texas (each of the ESCs who is a member of TESCCC being referred to as an “**ESC**”), and Edinburg CISD, an independent school district in the State of Texas (the “**ISD**”).

RECITALS

A. TESCCC has developed, for the benefit of independent school districts, charter schools, and other educational institutions in the State of Texas (collectively, “**ISDs**”), a K-12 curriculum framework including assessments and assessment items, answer keys, curriculum components and resources, instructional components and resources, instructional strategies, and professional development courses and lessons (collectively, the “**Content**”) and plans to develop additional content in the future (the “**Additional Content**”).

B. National Education Resources, Inc. (“**NER**”) has developed and currently hosts a website (the “**Website**”) containing the Content in an easily usable format. The Content, as provided on the Website, is known as “**CSCOPE**.”

C. NER has entered into an agreement with TESCCC, effective as of July 1, 2010 (the “**Services Agreement**”), under which it will provide services (the “**Services**”) to the ISDs who license the Content from TESCCC.

D. The parties wish to enter into this DULA in order to license the right to use the Content and the Website to the ISD and to receive, through the Services Agreement, the right to receive the Services from NER.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

Capitalized terms used in this DULA shall have the meaning set forth in the Recitals, in this Section 1 or elsewhere in this DULA:

- 1.1 “**Additional Content**” has the meaning ascribed to it in Recital A.

1.2 “**Authorized Users**” means the employees of the ISD, employees and representatives of TESCCC and the ESCs, respectively, who TESCCC and ESCs designate as Authorized Users, and any individual who has received TESCCC’s express written consent to be an Authorized User.

1.3 “**Confidential Information**” includes: proprietary information of either party to this DULA and all other information disclosed under this DULA by one party to the other: (i) which (x) when disclosed in writing, is labeled or otherwise marked as being confidential; and (y) when disclosed orally, is identified as confidential at the time of disclosure, with subsequent confirmation to the other party, in writing, within 30 days after disclosure, identifying the date and type of information disclosed, and the fact that the information is confidential; or (ii) which a reasonable person under similar circumstances would ascertain is proprietary and confidential.

1.4 “**Content**” has the meaning set forth in Recital A.

1.5 “**CSCOPE**” has the meaning set forth in Recital B.

1.6 “**ESC**” has the meaning set forth in the first paragraph of this DULA.

1.7 “**Event of Default**” means: (i) a material breach of any representation, warranty, covenant or obligation of a party under this Agreement, and the failure of that party to remedy the material breach within 60 days following its receipt of written notice of the breach from the other party; (ii) a party becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings; or (iii) TESCCC or NER cease operations.

1.8 “**NER**” has the meaning set forth in Recital B.

1.9 “**Event of Default**” means: (i) a material breach of any obligation of a party under this DULA, and the failure of that party to remedy the material breach within 60 days following its receipt of written notice of the breach from the other party; (ii) a party becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings; or (iii) the occurrence of any other event defined in this DULA as an Event of Default.

1.10 “**Intellectual Property Rights**” means all rights with respect to copyrights, trademarks, trade secrets, patents, know-how and all other legally protectable or proprietary intellectual property rights of any nature whatsoever.

1.11 “**ISD Data**” means non-public, confidential or proprietary information of TESCCC or an ISD that is disclosed to or accessible by NER in connection with this DULA or any of the Services. Without limitation, ISD Data includes personalized lesson plans, lecture outlines, and other materials created by ISD personnel for which the ISD has not given written permission to make available to other ISDs or Authorized Users.

1.12 “**ISDs**” has the meaning set forth in Recital A.

1.13 “**Services**” has the meaning ascribed to it in Recital C.

1.14 “**Services Agreement**” has the meaning set forth in Recital C.

1.15 “**Website**” has the meaning ascribed to it in Recital B.

2. License

Subject to the terms of this DULA, TESCCC hereby grants the ISD the non-exclusive, non-transferable and non-assignable license, during the term of this DULA, to use, copy and distribute the Content, subject to the following restrictions:

2.1 The ISD shall use the Content solely (i) for the ISD's educational purposes; (ii) on campuses which are part of the District; and (iii) through Authorized Users.

2.2 The ISD shall not use the Content for commercial purposes.

2.3 Unless it has obtained the express prior written consent of TESCCC, which may be granted or withheld in TESCCC's sole discretion, the ISD shall not, directly or indirectly: (i) provide the Content to anyone who is not an Authorized User; or (ii) allow anyone who is not an Authorized User to have access to the Website.

2.4 Unless it has obtained the express prior written consent of TESCCC, which may be granted or withheld in TESCCC's sole discretion, the ISD shall only grant Authorized Users such access to the Content and the Website as is necessary to allow the Authorized User to perform the services they have contracted to perform for the ISD.

2.5 The ISD shall not sell, lease, sublicense, disclose, assign, or transfer the Content. The ISD shall not use the Content to operate a service bureau, to act an application service provider or for any commercial purpose.

2.6 The ISD shall not, directly or indirectly, attempt to reverse engineer, decompile, disassemble or otherwise attempt to access or discover the source code for the Website.

2.7 The ISD shall not use, remove, delete, modify, obscure or alter in any way any trademark, tradename, product name or logo, or any copyright or trademark notice or other proprietary notice, legend, symbol or label contained in or attached to the Content for the Website.

2.8 The ISD shall not incorporate any portion of the Content into another software program, database or alternative content delivery system without the express written consent of TESCCC, which may be granted or withheld in TESCCC's sole discretion.

2.9 The ISD shall use its best efforts to prevent access to the Website and Content by anyone who is not an Authorized User. If the ISD becomes aware of any unauthorized use, it shall immediately give written notice of the unauthorized use to TESCCC and NER and cooperate with TESCCC and NER to terminate the unauthorized use.

2.10 The ISD shall use its best efforts to ensure that Authorized Users affiliated with the ISD comply with the terms and restrictions of this DULA and the Terms of Use on the Website.

2.11 Except as expressly provided in this DULA, the ISD shall not, without prior express written consent of TESCCC, copy, distribute or publicly display any portion of the Content.

2.12 The ISD shall not adapt, modify or create derivative works based on the Website, including the Content, other than for use by the ISD in accordance with the terms of this DULA. The ISD shall provide TESCCC with written notice of any efforts to create adaptations, modifications and derivative works, and with all information relating to its efforts as is requested by TESCCC. All

adaptations, modifications and derivative works that the ISD creates shall be the exclusive property of TESCCC.

2.13 The ISD shall not use the Content or the Website in any manner that is not expressly authorized by the terms of this DULA.

All rights to the use of the Content that are not specifically granted to the ISD in this Agreement are reserved by TESCCC.

3. Right to Receive Services.

3.1 For the term of this DULA, NER shall provide the ISD with, and the ISD shall have the right to receive from NER, all Services described in the Services Agreement as if the ISD were a party to the Services Agreement.

3.2 NER is executing this DULA to indicate its acknowledgement that it is required to provide all of the Services described in the Services Agreement to the ISD and that it will be compensated for the provision of the Services through payments from the ESCs. NER further acknowledges that these payments constitute valid consideration to support its obligations to the ISDs under this DULA.

4. Required Hardware and Software

4.1 The ISD is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed by the ISD to use CSCCOPE. The ISD acknowledges that it has received a copy of written specifications established by NER for the hardware and software necessary to use CSCCOPE as contemplated by this DULA. The ISD further acknowledges that Authorized Users whose computer systems do not meet the minimum requirements established by NER shall not be entitled to access to the Website. In addition, the ISD agrees that the minimum specifications may be modified from time to time as long as it receives at least 90 days prior written notice of any changes to the system requirements.

4.2 By its execution of its acknowledgement to this DULA, NER confirms its obligation to provide the information required by Section 4.1 to TESCCC in order to enable TESCCC to fulfill its obligations under that Section.

5. Obligations of TESCCC

5.1 TESCCC will oversee the relationship between NER and the ESCs and will take appropriate steps to cause NER to provide the Services to the ISD.

5.2 TESCCC will devote appropriate resources, in its sole discretion, to create Additional Content and will promptly provide completed Additional Content to NER for incorporation into the Website.

5.3 TESCCC will devote appropriate resources, in its sole discretion, to work with NER to develop additional Website features and functionalities for the benefit of the ISD.

5.4 TESCCC will provide Terms of Use for posting on the Website.

6. Consideration. Under a separate agreement between the ISD and the ESC, the ISD shall pay the ESC for the right to license the Content and receive Services as provided by this DULA. Under a separate agreement between NER and TESCCC, TESCCC shall receive consideration for the provision of the

Content as provided by this Agreement. Although neither party is required to make any payment to the other under this DULA, each party acknowledges that the arrangements described in this Section 6 constitute fair and adequate consideration for the performance of its obligations under and its compliance with the terms of this DULA.

7. Ownership and Use of Intellectual Property.

The ISD acknowledges that it has no intellectual property rights or ownership interest whatsoever in any Content (including but not limited to any text, images, photographs, animations, video, audio, music, “applets” incorporated into the application, and the related the printed materials and documentation), the Website (including but not limited to the branding, navigation, and “look and feel” of the Website), the name “CSCOPE” (including any related logos, trademarks and service marks), or the products, services, programs or technology that TESCCC makes available to the ISD through this DULA or otherwise, and whether protected by copyright, trade secret, patent or other intellectual property rights.

8. Term and Termination.

8.1 Except as otherwise provided in this Section 8, this Agreement shall commence on the Effective Date and terminates one year from the Effective Date (the “**Initial Term**”).

8.2 This Agreement shall terminate automatically on the termination of the Services Agreement.

8.3 Following the Initial Term, either party may terminate this Agreement with or without cause by giving the other party 30 days advance written notice of termination.

8.4 Either party may terminate this Agreement immediately on an Event of Default.

8.5 The provisions of Sections 1, 7, 9, 10, 11, 12, and 13 shall survive the termination of this DULA.

9. Indemnification

9.1 Each party shall indemnify the other party and hold the other party and each of its respective directors, officers, employees and agents (each, an “**Indemnitee**”) harmless, from and against any and all claims, damages, losses, causes of action, suits, settlements, awards and judgments (“**Claims**”) of any nature brought, alleged, asserted against or incurred by any Indemnitee, including, but not limited to, any Claims brought under the concepts of strict liability, contract, tort, statute or regulation, and specifically including any Claims relating to the infringement of any Intellectual Property Right or similar right of a third party or any other basis and including all costs and expenses of investigation, defense and resolution of such Claims (including, without limitation, attorney’s fees, expert witnesses, and other reasonably related costs and expenses including any internal costs incurred by any Indemnitee) to the extent arising from the failure of the indemnifying party to comply with its obligations under this DULA, the inaccuracy of any representations or warranties made under this DULA, or any negligence or misconduct of the indemnifying party or its employees, contractors or other representatives, or any infringement claim.

9.2 Each Indemnitee shall give the other party (the “**Indemnifying Party**”) prompt written notice of any threatened or actual Claim. However, failure to promptly notify the Indemnifying Party shall not relieve the Indemnifying Party of its indemnification obligations except to the extent the failure materially prejudices its ability to investigate or defend the Claim. The Indemnitee shall provide

commercially reasonable cooperation to the Indemnifying Party in the investigation and defense of any Claim and grant the Indemnifying Party exclusive control of the defense and settlement of the Claim except that no Claim in which an Indemnitee is named as a defendant may be settled or compromised without that Indemnitee's express written consent, which may be conditioned upon the execution of a release of all Claims against some or all of the Indemnitees and the party bringing Claim.

10. Confidentiality

10.1 Each party (as applicable, a "**Disclosing Party**") acknowledges that, except as otherwise provided by law, all Confidential Information disclosed to the other party (the "**Receiving Party**") pursuant to this DULA is owned by the Disclosing Party. This Agreement shall not be deemed to vest in either party any rights to the Confidential Information of the other party. Each party shall keep the Confidential Information strictly confidential and prevent the unauthorized use, disclosure, or publication thereof, whether negligent, inadvertent or otherwise, by its employees, consultants, agents or representatives. Each party shall prevent unauthorized access to the Confidential Information and shall permit access only to those persons authorized to work on the matter to which the Confidential Information relates. The non-disclosure obligations shall continue after the termination of this DULA.

10.2 Each party consents to the disclosure of the other party's Confidential Information to those employees, contractors and consultants who have a need to know such information in order to comply with the terms of this DULA and who have agreed to be bound by the terms of this Section 10.

10.3 On termination of this DULA, either party may make a written request for return of any Confidential Information, and within 10 days after such request, unless retention is required by law, the other party shall deliver to the requesting party: (a) all materials furnished to the Receiving Party by the Disclosing Party; and (b) all tangible media of expression in the Receiving Party's possession or control which incorporate or include any Confidential Information of the Disclosing Party. Electronic records shall be delivered in the format requested by the Disclosing Party. In addition, the Receiving Party shall permanently delete any of the Disclosing Party's Confidential Information that is electronically stored on all equipment under its control. A Receiving Party shall, within 10 days of written request, provide the Disclosing Party with written certification of the Receiving Party's compliance with its obligations under this Section 10.

10.4 Except to the extent that confidentiality is required by law, the provisions of this Section 10 do not apply to the extent that: (i) the information communicated was already known to the Receiving Party, without any obligation to keep it confidential, at the time of the Receiving Party's receipt of the information; (ii) the information communicated was received in good faith from a third party lawfully in possession of the information and having no obligation to keep it confidential; (iii) the information communicated was publicly known at the time of receipt or has become publicly known other than by a breach of this DULA; (iv) the information was independently developed without reference to the Confidential Information. In addition, this Section 10 shall not apply if the Receiving Party is ordered by an administrative agency or other governmental body of competent jurisdiction (including a request under the Texas Open Records Act or similar law or regulation) to disclose the Confidential Information. However, the Receiving Party will attempt to notify the Disclosing Party prior to disclosure in order to give the Disclosing Party a reasonable opportunity to seek an appropriate protective order, and the Receiving Party shall disclose only that portion of the Confidential Information that it is required to disclose under an administrative or other governmental order.

11. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that:

11.1 The execution and delivery of this DULA has been duly authorized by the governing board of such party and that this DULA is valid and binding.

11.2 It is under no obligation or restriction, nor will it assume any obligation or restriction, that does or would in any way interfere or conflict with, or that does or would present a conflict of interest concerning performance of its obligations under this Agreement.

11.3 **THE WARRANTIES STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY EACH PARTY TO THE OTHER. THERE ARE NO OTHER WARRANTIES WITH RESPECT TO THE CONTENT, THE WEBSITE, CSSCOPE OR ANY OTHER MATTER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF ONE PARTY HAS INFORMED THE OTHER TO THE CONTRARY. NO AGENT OF EITHER PARTY IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF THE PARTIES AS SET FORTH IN THIS DULA.**

12. LIMITATION OF LIABILITY.

12.1 **THE TOTAL LIABILITY OF EITHER PARTY WITH RESPECT TO THIS AGREEMENT (INCLUDING LIABILITY ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE), WILL BE LIMITED TO THE AMOUNT PAID UNDER THIS AGREEMENT BY THE ISD TO THE ESC FROM WHICH IT ACQUIRED THE RIGHT TO ENTER INTO THIS AGREEMENT IN THE 12-MONTH PERIOD PRIOR TO THE OCCURRENCE OR CIRCUMSTANCE GIVING RISE TO THE ALLEGED CAUSE OF ACTION. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ATTORNEYS' FEES, IN ANY WAY DUE TO, RESULTING FROM OR ARISING IN CONNECTION WITH THIS AGREEMENT.**

12.2 **NOTWITHSTANDING THE FOREGOING, THERE IS NO LIMITATION OF LIABILITY FOR VIOLATION OF THE RESTRICTIONS SET FORTH IN SECTION 2 OR THE PROVISIONS OF SECTION 10.**

13. MISCELLANEOUS.

13.1 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13.2 Third Party Beneficiaries. There are no third party beneficiaries to this DULA.

13.3 Governing Law. This Agreement, and all related matters, shall be governed by the laws of the State of Texas, without regard to choice of law or conflict of law principles that direct the application of the laws of a different state.

13.4 Jurisdiction and Venue. Any action or proceeding in connection with this DULA shall be brought in Travis County, Texas. The parties irrevocably (i) submit to the exclusive jurisdiction of such courts, and (ii) waive any objection to venue of any action or proceeding or any argument that such court is in an inconvenient forum.

13.5 Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same

instrument. An executed email/PDF of this DULA, followed by an original signed document delivered by overnight mail, shall be deemed an original executed copy of this DULA.

13.6 Construction. Each party has had the opportunity to consult with an attorney of its choice in the negotiation and consummation of this DULA and the parties have participated jointly in the negotiation and drafting of this DULA. Accordingly, if an ambiguity or question of intent or interpretation arises, this DULA shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this DULA. Whenever used in this DULA, the singular number will include the plural, and the plural number will include the singular, and pronouns in the masculine, feminine, or neuter gender will include each other gender. Headings are used for convenience only, and are not to be given substantive effect. All references to section numbers are references to sections of this DULA, unless otherwise specifically indicated. Recitals are part of this DULA and shall be considered in its interpretation.

13.7 Notices. All notices or other communications required or permitted to be given pursuant to this DULA shall be in writing and shall be properly given if (i) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested; (ii) delivered in person to the required addressee; or (iii) delivered to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the required addressee. Notice so mailed shall be effective five days following its deposit with the United States Postal Service; notice sent by a commercial delivery service shall be effective one day following delivery to the commercial delivery service; notice given by personal delivery shall be effective when received by the addressee; and notice given by other means shall be effective only when received at the designated address of the required addressee. For purpose of notices, the addresses of the parties shall be as follows:

To: Edinburg CISD Independent School District
P.O. Box 990/411 N. 8th St.
Edinburg, Texas 78540

To: Texas Education Service Center Curriculum Collaborative
5701 Springdale Road
Austin, Texas 78723

Any party shall have the right to change its address for notice to any other location within the continental United States by giving 30 days written notice to the other party in the manner set forth in this Section 13.7.

13.8 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of any of this DULA, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which the party may be entitled.

13.9 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements or understandings between the parties. No amendment to this DULA shall be valid unless it is in writing and signed by both parties.

13.10 Injunctive Relief. Breach of certain of the obligations in this DULA, including Sections 2.1 through 2.11 (relating to restrictions), 9 (Indemnification), 10 (Confidentiality), as well as breach of certain other provisions of this DULA, would cause irreparable damage to a party and therefore, in addition to all other remedies available at law or in equity, each party shall have the right to seek equitable and injunctive relief for breach of those provisions without the necessity of posting bond or proving damages. In addition, each party shall be liable to the other under this DULA if there is any breach by a party or its affiliates, or by their respective employees, contractors, consultants, auditors, agents or representatives.

13.11 No Partnership. This DULA is not intended in any manner to and does not create the relationship of principal and agent between the parties, nor shall this DULA be deemed to establish a partnership or joint venture. Neither party shall have the power, express or implied, to obligate or bind the other in any manner whatsoever. Each party shall be solely responsible for compensating its own employees, including the payment of employment-related taxes.

13.12 Severability. If any provision of this DULA is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, the invalid, illegal or unenforceable provision shall be severed from the remainder of this DULA, and the remainder of this DULA shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, to the minimum extent necessary to render the provision valid, legal and enforceable and to the extent necessary to adjust equitably the parties' respective rights and obligations under this DULA.

13.13 Delays or Omissions. No course of dealing between the parties, no failure to exercise and no delay in exercising, any right under this DULA shall operate as a waiver of that right, nor shall any single or partial exercise of any right under this DULA preclude any other or further exercise of that or any other right. No waiver shall be effective unless made in writing and signed by all of the parties. All remedies, either under this DULA or by law or otherwise afforded to any party, shall be cumulative and not alternative.

Executed as of the Effective Date.

Edinburg CISD Independent School District

**Texas Education Service Center
Curriculum Collaborative**

By: _____

By: _____

Name: Dr. Rene Gutierrez

Name: _____

Title: Superintendent

Title: _____

**APPROVAL OF THE 2011-2012 REGION ONE EDUCATION SERVICE CENTER
LIBRARY SERVICES AND MEDIA COOPERATIVE AGREEMENT**

SUPERINTENDENT'S RECOMMENDATION

That the Board of Trustees approve the 2011-2012 Region One Education Service Center Library Services and Media Cooperative Agreement.

RATIONALE

Membership in the Region One ESC Library Services and Media Cooperative entitles the campuses to many services, including support for school librarians, fee-based electronic resources that support and enrich the curriculum of the schools, and numerous staff development workshops and events for library staff, teachers, and administrators.

Connections to the District Plan: Academic Excellence Performance Goal: Goal 1, District Performance Objective II: Instructional Arrangements, Initiatives I & II Goal 1

PAPERWORK IMPACT

None

BUDGETARY INFORMATION

Pending Approval of 2011-2012 Budget

Estimated Cost: \$96,033.00

199-12-6239-56-893-299000

Account	Description	Appro.	Enc.	Expen.	Bal.
199-12-6239-56-893-299000	Region One Services	96,033	0	0	96,033

RESOURCE PERSONNEL

René Gutiérrez, Ed. D., Superintendent of Schools

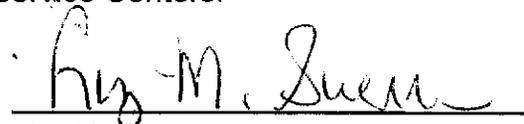
Maria Luisa Guerra, Assistant Superintendent for Instruction and Support Services

Liza M. Guerra, Library Services Supervisor

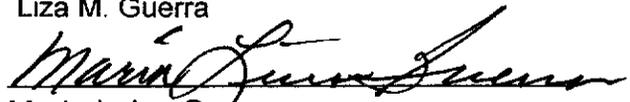
BOARD POLICY REFERENCE AND COMPLIANCE

This item is in compliance and in accordance with Board Policy GNB (Legal): Relations with Educational Entities: Regional Education Service Centers.

Prepared by:


Liza M. Guerra

Approved by:


Maria Luisa Guerra

Within Budgetary Allocation:


Sylvia D. Garcia

Finance Department Approval:


Dr. Rebecca Morrison

Recommended by:


Dr. René Gutiérrez, Ed. D.
Superintendent of Schools



Jack Dameron
Executive Director

Region One Education Service Center

1900 W. Schunior • Edinburg, TX 78541 • Phone (956) 984-6000 Fax (956) 984-7655

DISTRICT & CHARTER COMMITMENT FORM LIBRARY SERVICES & MEDIA COOPERATIVE

2011-2012 School Year

108904 EDINBURG CISD

School District Name

1. Rate per student for membership	\$3.00
2. Total enrollment (For 2009-2010)	32,011
3. District's Fund Commitment	\$96,033.00

NOTE: Please mail a purchase order *after September 1, 2011* for the district's fund commitment.

Signature of Superintendent

Date

Typed Name of Superintendent

Telephone Number

Email Address

Fax Number

Committing to the Media Cooperative ensures that your district will continue to receive services for the 2011-2012 school year.

Please return this commitment form to Maria Elena Ovalle, Library Services & Media Cooperative, Region One Education Service Center, 1900 West Schunior, Edinburg, TX 78541, on or before July 1, 2011.

ESC Use Only:

Media Deferred 162-00-2310-00-241-100

Media Acct 162-00-5729-00-241-200

Region One Education Service Center does not discriminate on the basis of age, race, color, national origin, gender or disability.

EXHIBIT _____

JUN 07 2011



Jack Damron
Executive Director

Region One Education Service Center Instruction & Support Services
1900 West Schumior • Edinburg, TX 78541 • Phone (956) 984-6000 Fax (956) 984-7655



June 1, 2011

Dr. Rene Gutierrez, Superintendent
Edinburg Consolidated Independent School District
411 N. 8th St.
Edinburg, TX 78540-0990

Dear Dr. Gutierrez:

The Region One Education Service Center appreciates your district's participation in the Library Services and Media Cooperative. We feel that we help impact student achievement by providing high-quality instructional resources and services that help students develop twenty-first century skills. In addition, district and charter schools receive financial benefits from volume purchasing discounts provided through cooperative membership.

The Region One Education Service Center Library Services and Media Cooperative District/Charter Commitment Form for 2011-2012 is enclosed. Membership in the Region One ESC Library Services and Media Cooperative entitles your campuses to many services, including support for school librarians, fee-based electronic resources that support and enrich the curriculum of the schools and numerous staff development workshops and events for library staff, teachers and administrators.

The following services are available to districts that participate in the Library Services and Media Cooperative.

Current services include:

- Staff development for librarians, teachers and administrators
- On-demand digital video services from Discovery Education
- Fee-based online databases accessible from school or home including
(NOTE: Resources may change depending on the outcome of the current legislative session.)
 - NetTrekker, d.i.
 - World Book Online
 - NewsBank
 - Encyclopaedia Britannica Curriculum Package
 - TeachingBooks.net

Region One Education Service Center does not discriminate on the basis of age, race, color, national origin, gender or disability.

EXHIBIT _____

June 1, 2011

Page 2

- Opportunity to purchase additional databases and digital video services at a discounted price
- Support for school library programs
- Region One Library Coordinators/Library Advisory Committee meetings
- Coordination and hosting of the Librarians Fall and Spring meetings
- Library Purchasing Cooperative, which includes audiovisual software, audiovisual equipment, library books, library furniture, library supplies, magazine subscriptions and online database services
- State textbooks adoptions
 - Textbooks up for adoption are available for the public to view
- eRate Support for cooperative member districts

Please return the enclosed District/Charter Commitment Form and General Interlocal Membership Agreement to Maria Elena Ovalle, Library Services and Media Cooperative, Region One Education Service Center, on or before July 1, 2011. Thank you for your assistance.

Sincerely,


Jack Damron
Executive Director

JD:EC:MEO:ff

Enclosure: District/Charter Commitment Form
General Interlocal Membership Agreement
Cost Analysis

EXHIBIT _____

APPROVAL OF IMPLEMENTATION OF A MANDATORY STANDARD DRESS CODE FOR LONGORIA MIDDLE SCHOOL 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 Longoria Middle School under the conditions of board policy FNCA (Local) beginning the 2011-2012 school year.

RATIONALE:

Longoria Middle School staff and parents believe that the implementation of a mandatory standard dress Code for Longoria Middle School students will:

- *Provide our students with a safer school climate:
- * Reduce the use of inappropriate attire.
- * Stimulate unity, pride and school spirit.
- * Eliminate negative peer pressure resulting from inappropriate attire.

Connections to the District Plan:

Goal 1: Academic Excellence – ECISD shall provide a diversified and innovative curriculum that focuses on comprehension, critical thinking, and 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 hardships.

RESOURCE PERSONNEL:

- Dr. Renè Gutiérrez, Superintendent of Schools
- Maria Luisa Guerra, Assistant Superintendent for Instruction and Support Services
- Dominga A. Vela, ENHS Area Director
- Jorge A. Botello, Longoria Middle School Principal

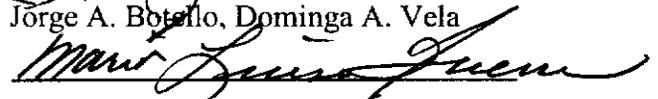
BOARD POLICY REFERENCE AND COMPLIANCE:

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

Prepared by:


Jorge A. Botello, Dominga A. Vela

Approved by:


Maria Luisa Guerra

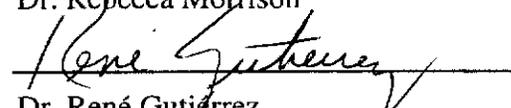
Within Budgetary Allocation:


Sylvia Garcia

Finance Department Approval:


Dr. Rebecca Morrison

Recommended by:


Dr. René Gutiérrez
Superintendent of Schools

LONGORIA MIDDLE SCHOOL

Longoria Middle School is promoting a standard dress code for the 2011-2012 school year.

Longoria Middle School wants to:

- Provide our students with a safer school climate; and
- Reduce negative peer pressure resulting from the clothes they wear; and
- Stimulate unity, pride and school spirit.
- Reduce the use of inappropriate attire by all Longoria Middle School students.

STANDARD DRESS CODE PROPOSAL:

The Proposed Standard Dress Code is as follows:

1. Colors: Bottoms: Navy, Khaki, and Black
 - a. Full length pants of appropriate length and size (no more than 2 sizes larger) and worn at the waist.
 - b. Walking shorts, skirts of appropriate length and size (no more than 2 sizes larger) and must be worn at the waist.
2. Tops: To be determined with a later date with Parent Survey.
 - a. Style of Shirt: polo-style shirt
 - b. Shirts must be solid in color and should not have any brand name, decal or embroidery.
 - c. Any shirt sold or provided by the school will be permitted.
3. Uniforms may be purchased through major retail stores.

PLAN OF ACTION:

June 7, 2011 – June 13, 2011 – Telephone survey to Parents
1058 Total Student Enrollment
3500 phone calls made by Longoria Staff and Faculty

Telephone Survey Results:

511 (48%) Parents in favor of a school uniform
39 (0.4%) Not in favor of a school uniform
334 (32%) Disconnected / wrong telephone numbers
182 (17%) Unavailable / did not answer

June, 2011 – Presentation to the ECISD Board of Trustees for approval

June, 2011 – Upon Approval: Notification to Parents to ensure compliance for Mandatory Standard Dress Code for the 2011-2012 school year.

June, 2011 – Mail registration information to Parents with a notice of Mandatory Standard Dress Code as approved by ECISD School Board of Trustees.

EXHIBIT _____

APPROVAL OF THE PURCHASE OF THE SKINNY ON: COLLEGE SUCCESS, SKINNY ON: GUIDE BUNDLES, CLASSROOM STRATEGIES, STUDENT GUIDES FOR EDINBURG HIGH SCHOOL, ECONOMEDES HIGH SCHOOL, AND EDINBURG NORTH HIGH SCHOOL, UGO 365 PLANNERS, CLASSROOM STRATEGIES, STUDENT GUIDE FOR BARRIENTES MIDDLE SCHOOL, GARZA MIDDLE SCHOOL, HARWELL MIDDLE SCHOOL, MEMORIAL MIDDLE SCHOOL, SOUTH MIDDLE SCHOOL, LONGORIA MIDDLE SCHOOL AND BREWSTER SCHOOL

Superintendent's Recommendation:

That the Board of Trustees approve The Skinny On: College Success, Skinny On: Guide Bundles, Classroom Strategies, Student Guides for Edinburg High School, Economedes High School, and Edinburg North High School, UGO 365 Planners, Classroom Strategies, Student Guide for Barrientes Middle School, Garza Middle School, Harwell Middle School, Memorial Middle School, South Middle School, Longoria Middle School and Brewster School

Rationale:

The Skinny On: College Success textbook and planner combination provides information that helps students make educated choices about entering college, the work force or life in general. The UGO 365 Planner is the start of the Planner Revolution, a bold new way to connect with students through honest and inspiring text, wisdom and artwork. The books will be used for the districts College and Career Readiness courses and middle school program. This is a sole source item.

Connection to the District Plan:

District Goal One: Academic Excellence-Objective 1: ECISD will offer all students a challenging high quality curriculum and will provide an effective delivery system to ensure that all students will achieve and meet the Districts' Performance Objectives on the math, Reading, Writing, Science and Social Studies sections of the spring 2012 TAKS administration.

Budgetary Information:

Funding	Description	Expense	Appropriation	Encumbrance	Expenditure	Balance
162-11-6321-00-001-122-000	Text Books	\$18,572	\$68,361	\$18,070	\$3,188	\$47,103
162-11-6321-00-002-122-000	Text Books	\$18,573	\$68,361	\$18,070	\$3,188	\$47,103
162-11-6321-00-003-122-000	Text Books	\$15,573	\$68,361	\$18,069	\$1,480	\$48,812

Grand Total: \$55,718

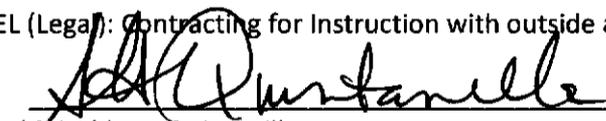
Resource Personnel:

- Dr. René Gutiérrez, Superintendent of Schools
- Dr. Rebecca Morrison, Assistant Superintendent for Finance and Operations
- Maria Luisa Guerra, Assistant Superintendent for Instruction/Support Services
- Sylvia Garcia, Director of Finance
- Griselda H. Quintanilla, Director for Career and Technical Education

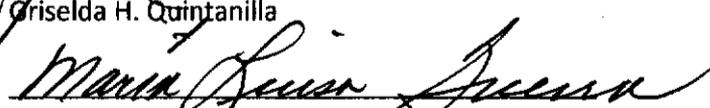
Board Policy Reference and Compliance:

This item is in accordance with Board Policy EEL (Legal): Contracting for Instruction with outside agencies.

Prepared by


Griselda H. Quintanilla

Approved by


Maria Luisa Guerra

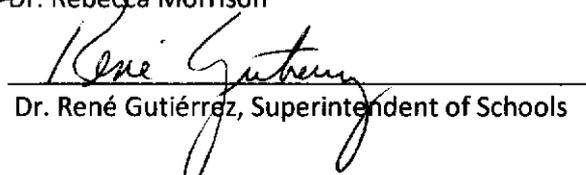
Within Budgetary Allocation


Sylvia Garcia

Finance Department Approval


Dr. Rebecca Morrison

Recommended by


Dr. René Gutiérrez, Superintendent of Schools

OID# _____

S.O.# _____

Quote



MAIL: 400 Sequoia Drive, Suite 200
Bellingham, WA 98226

CALL: Customer Service: 800.985.9585
K-12 Sales: 800.221.1165
Higher Ed. Sales: 800.866.8776

FAX: 201-568-6714
Web: www.premier.us
www.premier.us/ha

Sales Consultant: **STAR RODRIGUEZ**

School / Program / Dept.: EDINBURG CAREER & TECHNICAL EDUCATION DEPT
Address: 1317 SOUTH 17TH STREET
City: EDINBURG State: TX
Zip: 78539 Cust. #: 953012
Phone: 956-289-2422 Fax: _____
Primary Contact: GRISELDA QUINTANILLA
Email Request: g.quintanilla@ced.us
Materials Contact: same
Email Request: same

Bill to: "Same as School"
 Bill to: _____
Contact: _____
Address: _____
City: _____ State: _____
Zip: _____ Cust. #: _____
 Ship to: "Same as School"
 Ship to: _____
Contact: _____
Address: _____
City: _____ State: _____
Zip: _____ Cust. #: _____

P.O. # _____
 P.O. to follow - hold shipment until P.O. received
 P.O. to follow - OK to ship without P.O.
 P.O. will NOT be used - Alternate Funding _____
 Special Instructions Sheet attached
 Can receive LTL shipments

NAME IMPRINT INFORMATION

No name on cover - Blank (default) Same as at top of order form Name to read:

* Imprint information entered is case-specific and will be printed as indicated. If nothing is selected here, your school/program/department name will NOT appear on the front cover.

Student Success Products	Quantity (max. 500 each)	Unit Cost	Total
The Skinny On™ College Success By Jim Randel & Carol Randel ISBN: [][]-[][]-[][][][]-[][]-[][]		\$	\$ 0.00
Connections: An Insider's Guide to College Success By Jennifer Latino, Sheri Moore & Scott Moore ISBN: [][]-[][]-[][][][]-[][]-[][]		\$	\$ 0.00
Custom Handbook (7" x 9", up to 36 pages)		Included above	—
Typsetting or Formatting requested (send materials 2 weeks earlier than standard materials deadline.)			\$

Student Success Products STOCK (Non-Customized)	Quantity (max. 500 each)	Unit Cost	Total
The Skinny On™ College Success By Jim Randel & Carol Randel ISBN: 978-1-59923-327-4	500	\$ 17.95	\$ 8,975.00
Connections: An Insider's Guide to College Success By Jennifer Latino, Sheri Moore & Scott Moore ISBN: 978-1-59923-326-6	500	\$ 18.95	\$ 9,475.00

DELIVERY OPTIONS

STOCK TEXTBOOK/PLANNERS: Delivered 10 business days after order is received. Available May 6, 2011.

CUSTOMIZED TEXTBOOK/PLANNERS: First available delivery date is May 6, 2011.

Choose your earliest date to accept delivery: **Asap** OR _____ / _____ / _____

DELIVER:	ALL MATERIALS DUE BY:	RO. DUE BY:	DELIVER:	ALL MATERIALS DUE BY:	RO. DUE BY:
<input type="checkbox"/> May 6, 2011	Mar 15	Apr 4	<input type="checkbox"/> July 29, 2011	Jun 7	June 27
<input type="checkbox"/> May 20, 2011	Mar 29	Apr 18	<input type="checkbox"/> Aug. 5, 2011	Jun 14	Jul 1
<input type="checkbox"/> June 3, 2011	Apr 12	May 2	<input type="checkbox"/> Aug. 12, 2011	Jun 21	Jul 11
<input type="checkbox"/> June 17, 2011	Apr 26	May 16	<input type="checkbox"/> Aug. 19, 2011	Jun 28	Jul 18
<input type="checkbox"/> June 24, 2011	May 3	May 23	<input type="checkbox"/> Aug. 26, 2011	Jul 5	Jul 25
<input type="checkbox"/> July 1, 2011	May 10	May 27	<input type="checkbox"/> Sept. 2, 2011	Jul 13	Aug 1
<input type="checkbox"/> July 15, 2011	May 24	June 13	<input checked="" type="checkbox"/> June 30	ASAP	
<input type="checkbox"/> July 22, 2011	May 31	June 20			

Note: So that we are best able to meet our commitments to you, changes submitted to your order or artwork materials after your "All Materials Due By" date may affect your Delivery Date and/or result in additional charges.
Returns: Pulls Up to 100% of a Student Success - Customized or Stock (Non-Customized) Order can be returned for a full refund if received within 90 days of the Invoice date.
Turnin: Max 30 days, incurs 1.5% per month Shipping FOB plus Price based on Carvers-Ready Art.

I authorize SS P&SD to forward product support or promotional information.

▲ A fuel surcharge of up to 10% of the shipping charges may be added to the final invoice.

Subtotal	\$ 18,450.00
Shipping [▲] (10%)	\$ 1,845.00
% Sales Tax	\$
% Royalty (estimate)	\$
TOTAL	\$ 20,295.00

06-07-2011
DATE

AUTHORIZED CUSTOMER SIGNATURE
Griselda Quintanilla
PLEASE PRINT

SALES CONSULTANT SIGNATURE

Apr 29 2011

School: EDINBURG CAREER & TECHNICAL EDUCATION DEPT
Address: 1317 SOUTH 7TH STREET
City: EDINBURG State: TX
Zip: 78539 Cust #: 953812
Phone: 958-280-2433 Fax:
Primary Contact: GRISELDA QUINTANILLA
Email: g.quintanilla@ecisd.us

Bill to: "Same as School"

Bill to:
 Contact:
 Address:
 City: State:
 Zip: Cust. #:

Ship to: Same as "School"

Ship to:
 Contact:
 Address:
 City: State:
 Zip: Cust. #:

Sales Consultant: STAR RODRIGUEZ

PERSONAL ORDER INFORMATION

P.O. #
 P.O. to follow - hold shipment until P.O. received
 P.O. to follow - OK to ship without P.O.
 P.O. will NOT be used - Alternative Funding

Special instructions sheet attached

7 Habits' Companion	Bundle of 25	\$25.00	\$0.00
Booklog	Bundle of 25	\$25.00	\$0.00
Bullying Prevention - Primary	Bundle of 25	\$25.00	\$0.00
Bullying Prevention - Middle/High	Bundle of 25	\$25.00	\$0.00
Catholic Virtues - Elementary	Bundle of 25	\$25.00	\$0.00
Catholic Virtues - Middle/High	Bundle of 25	\$25.00	\$0.00
Curiosity And Creativity	Bundle of 25	\$25.00	\$0.00
Destination Character	Bundle of 25	\$25.00	\$0.00
Drug and Alcohol Prevention	Bundle of 25	\$25.00	\$0.00
Employability Guide	Bundle of 25	\$25.00	\$0.00
Financial Planning	Bundle of 25	\$25.00	\$0.00
Global Citizenship	Bundle of 25	\$25.00	\$0.00
Go GREEN	Bundle of 25	\$25.00	\$0.00
Health and Wellness	Bundle of 25	\$25.00	\$0.00
Information Literacy	Bundle of 25	\$25.00	\$0.00
Making Character Count	Bundle of 25	\$25.00	\$0.00
Online Safety	Bundle of 25	\$25.00	\$0.00
onTRAC Planning - Elementary	Bundle of 25	\$25.00	\$0.00
onTRAC Planning - Middle/High	Bundle of 25	\$25.00	\$0.00
SMART Goals - Elementary	Bundle of 25	\$25.00	\$0.00
SMART Goals - Middle/High	Bundle of 25	\$25.00	\$0.00
Stand Up... Against Bullying! (Bilingual)	Bundle of 25	\$25.00	\$0.00
Stop Bullying!	Bundle of 25	\$25.00	\$0.00
Study Skills and Test Preparation - Elementary	Bundle of 25	\$25.00	\$0.00
Study Skills and Test Preparation - Middle/High	Bundle of 25	\$25.00	\$0.00
Skippy On™ - Self Management	Bundle of 25	20 \$40.00 \$50.00	
Skippy On™ - Smart and Healthy Living	Bundle of 25	20 \$40.00 \$50.00	
Skippy On™ - Staying the Course	Bundle of 25	20 \$40.00 \$50.00	
Skippy On™ - Student Finances	Bundle of 25	20 \$40.00 \$50.00	
Skippy On™ - Your Online Life	Bundle of 25	20 \$40.00 \$50.00	
Bullying Prevention: Stand Up! Speak Out! Program Kit		\$250.00	\$0.00
Bullying Prevention: Stop Bullying! Program Kit		\$250.00	\$0.00
Character Development: Building Good Character Program Kit		\$250.00	\$0.00
Character Development: Making Character Count Program Kit		\$250.00	\$0.00
Classroom Instruction that Works			\$0.00
Classroom Instruction That Works with English Language Learners			\$0.00
School Leadership that Works			\$0.00
Using Technology With Classroom Instruction That Works			\$0.00
The Skippy On Credit Cards			\$0.00
The Skippy On Success			\$0.00
The Skippy On Time Management			\$0.00
Agenda Mate Wall Chart, onTRAC, Primary			\$0.00
Agenda Mate Wall Chart, onTRAC, Elementary			\$0.00

Agenda Mate Wall Chart, onTRAC, Middle/High			\$0.00
Agenda Mate Wall Chart, H&S, Unrelated Daily			\$0.00
Legacy Wall Calendar			\$0.00
Pagefinder, Early Learning		\$1.25	\$0.00
Pagefinder, Monthly		\$0.18	\$0.00
Pagefinder, onTRAC		\$0.18	\$0.00
Pagefinder, Today		\$0.18	\$0.00
Planning Stickers, Higher Ed, 5 x 8", looseleaf		\$0.25	\$0.00
Planning Stickers, Higher Ed, 7 x 9", looseleaf		\$0.25	\$0.00
Planning Stickers, onTRAC, Primary/Elementary, 8.5 x 11", looseleaf		\$0.25	\$0.00
Planning Stickers, onTRAC, Middle/High, 5 x 8", looseleaf		\$0.25	\$0.00
Planning Stickers, onTRAC, High, 7 x 9", looseleaf		\$0.25	\$0.00
Planning Stickers, onTRAC, Mid/High, 8.5 x 11", looseleaf		\$0.25	\$0.00
Tags, Standard, 5 x 8", looseleaf		\$0.25	\$0.00
LEPT-M7 Legacy Planner			\$0.00
LEPR-M7 Legacy Planner Refill		\$7.95	\$0.00
LLPB-W8 Legacy Lesson Plan Book - Weekly			\$0.00
PPWT-M8 Professional Planning that works, featuring McREL			\$0.00
PPWR-M8 Professional Planning that Works, featuring McREL Refill			\$0.00
PPLP-8 McREL Lesson Plan Book			\$0.00
PPRC-8 McREL Record Charts			\$0.00
Character for Life Educator Resource Kit		\$10.00	\$0.00
Character for Life Poster Bundle		\$14.95	\$0.00
Inch and Miles: The Journey to Success Book			\$0.00
Journey To Success Educator Resource Kit		\$10.00	\$0.00
Journey To Success Poster Bundle		\$14.95	\$0.00
Journey To Success Banner		\$129.00	\$0.00
Journey To Success Award Bundle		\$4.75	\$0.00
Journey To Success Pencil Bundle		\$54.25	\$0.00
Journey To Success Sticker Bundle		\$19.00	\$0.00
Journey To Success Wristband Bundle		\$128.00	\$0.00
Student Learning that Works Poster Set		\$19.95	\$0.00

Subtotal	\$ 6,200.00
Shipping* (10% of Subtotal)	\$ 580.00
% Sales Tax	\$
TOTAL	\$ 6,960.00

Delivery required by: June 30th
 Earliest date to accept delivery:
 Anytime (preferred)
 or:
 Note 1: Allow 10 business days for processing and shipping
 Note 2: First available delivery date for 2011/2012 year products is June 3, 2011.

I authorize SS PMSD to fax/email product support or promotional information.

* A flat merchandise of up to 10% of the shipping charges may be added to the final invoice.

AUTHORIZED CUSTOMER SIGNATURE
Griselda Quintanilla
 PLEASE PRINT
 SALES CONSULTANT SIGNATURE

6/7/2011
 DATE

MAIL: 400 Sequoia Drive, Suite 200
Bellingham, WA 98226

CALL: Customer Service: 800.447.2034
K-12 Sales: 800.221.1165

FAX: 210-888-4714
WEB: www.premier.us

School: **EDINBURG CAREER & TECHNICAL EDUCATION DEPT**
Address: **1317 S. 7TH STREET**
City: **EDINBURG** State: **TX**
Zip: **78530** Cust #: **953612**
Phone: **986-289-2422** Fax:
Primary Contact: **GRISELDA QUINTANILLA**
Email: **g.quintanilla@ecisd.us**

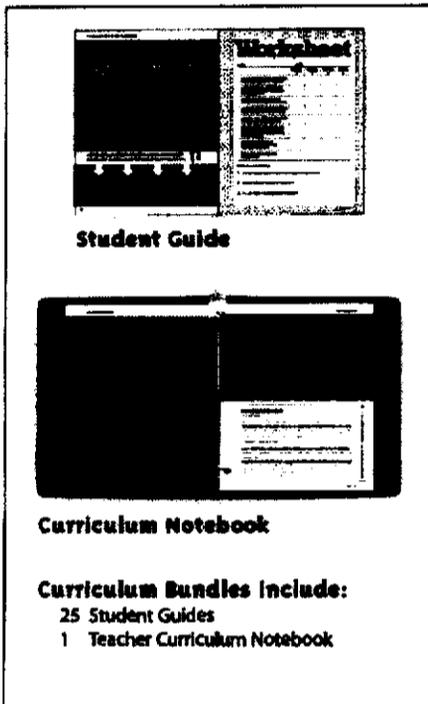
Bill to: "Same as School"
 Bill to: _____
Contact: _____
Address: _____
City: _____ State: _____
Zip: _____ Cust #: _____
 Ship to: Same as "School"
 Ship to: _____
Contact: _____
Address: _____
City: _____ State: _____
Zip: _____ Cust #: _____

Sales Consultant: **STAR RODRIGUEZ**

PURCHASE ORDER INFORMATION

P.O. # _____
 P.O. to follow - hold shipment until P.O. received
 P.O. to follow - OK to ship without P.O.
 P.O. will NOT be Used - Alternative Funding _____

Special instructions sheet attached



Executive Functions Program

Classroom Bundles	Qty	\$ / Unit	Price
Classroom Bundle - MIDDLE SCHOOL 25 Student Guides, 1 Teacher Curriculum Notebook	10	\$295.00	\$ 2,950.00
Classroom Bundle - HIGH SCHOOL 25 Student Guides, 1 Teacher Curriculum Notebook	10	\$295.00	\$ 2,950.00

Teacher Curriculum Notebooks	Qty	\$ / Unit	Price
Teacher Curriculum Notebook - MIDDLE SCHOOL		\$250.00	\$ 0.00
Teacher Curriculum Notebook - HIGH SCHOOL		\$250.00	\$ 0.00

Student Guides	Qty	\$ / Unit	Price
Student Guide - MIDDLE SCHOOL*	250	\$2.95	\$ 737.50
Student Guide - HIGH SCHOOL*	250	\$2.95	\$ 737.50

* Student Guide purchases must be accompanied by current or previous purchase of Teacher Curriculum Notebook of the same level.

Subtotal	\$ 7,375.00
Shipping [▲] (10%)	\$ 738.00
% Sales Tax	\$
TOTAL	\$ 8,113.00

Delivery required by: JUNE 30TH

Earliest date to accept delivery:
 Anytime (Preferred) OR:

Note 1: Allow 10 business days for processing and shipping.
Note 2: First available delivery date for 2011/2012 year products is June 3, 2011.

TERMS: • Max 30 days, interest 1.5% per month
• Shipping E.O.A. plus

I authorize SS P&SD to fax/ email product support or promotional information.

▲ A fuel surcharge of up to 10% of the shipping charges may be added to the final invoice.

06/07/2011

AUTHORIZED CUSTOMER SIGNATURE
Griselda Quintanilla

PLEASE PRINT

SALES CONSULTANT SIGNATURE

DATE

MAIL: 400 Sequoia Drive, Suite 200 Bellingham, WA 98226
 CALL: Customer Service: 800.447.2034
 K-12 Sales: 800.221.1165
 FAX: 210-588-4714
 Web: www.premier.us

School: EDINBURG CAREER AND TECHNICAL EDUCATION DEPT
 Address: 1317 SOUTH 7TH STREET
 City: EDINBURG State: TX
 Zip: 78539 Cust. #: 963812
 Phone: 956-289-2422 Fax: _____
 Primary Contact: GRISELDA QUINTANILLA
 Email (Required): g.quintanilla@ctsed.us
 Materials Contact: same
 Email (Required): same

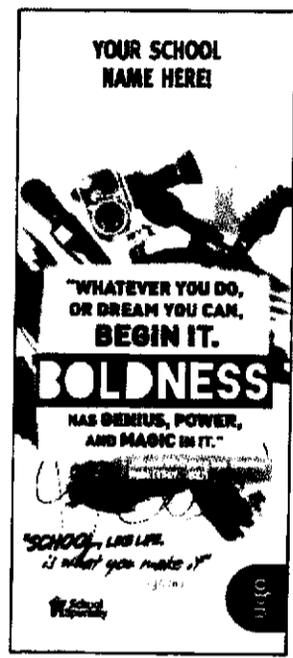
Bill to: "Same as School"
 Bill to: _____
 Contact: _____
 Address: _____
 City: _____ State: _____
 Zip: _____ Cust. #: _____
 Ship to: Same as "School"
 Ship to: _____
 Contact: _____
 Address: _____
 City: _____ State: _____
 Zip: _____ Cust. #: _____

Sales Consultant: STAR RODRIGUEZ
PURCHASE ORDER INFORMATION
 P.O. # _____
 P.O. to follow - hold shipment until P.O. received
 P.O. to follow - OK to ship without P.O.
 P.O. will NOT be used - Alternative Funding _____
 Special instructions sheet attached

# OF BUNDLES*	1+	5+	10+	20+	30+	50+	75+	100+	150+	200+	300+	500+
ugo365™ High School UGOH-B6	\$39.00	\$33.95	\$30.85	\$25.70	\$23.65	\$22.10	\$21.05	\$20.55	\$20.15	\$19.50	\$18.50	\$17.45
ugo365™ Middle School UGOM-B7	\$41.15	\$35.95	\$32.95	\$27.75	\$25.70	\$24.15	\$23.15	\$22.65	\$22.25	\$21.75	\$20.50	\$18.50

* Each bundle includes one of each of the 4 cover colors. Middle = Blue, Black, Red & Orange. High = Orange, Blue, Black & Green

ugo365™ BANNERS



Same as at top of order form Name to read:
Career & Technical Education Supports College & Career Readiness

Note: Name will be printed in the case submitted (all caps, lowercase, proper case, etc.). If contained banner text is not provided here, school name on file will be used.

- ugo365™ Banner with full-color inspirational message, customized with your school name. Banner size is 52" wide by 120" high.
- One banner FREE for schools that order 60 or more bundles (240 units)
- Additional banners available for \$250 each.
- Turn-around time for banners is 4-6 weeks
- Banners begin to ship in June, 2011.

ugo365 Planner Bundles	Quantity	Price per Bundle	Total
ugo365™ High School (UGOH-B6) Bundle of 4		\$	\$ 0.00
ugo365™ Middle School (UGOM-B7) Bundle of 4	1,000	\$ 18.50	\$ 18,500.00
10 Total Additional Banners	9	\$250	\$ 2,250.00
		\$18,500 Subtotal	\$ 20,750.00
		Shipping* (estimate)	\$ 1,850.00
		% Sales Tax	\$
		TOTAL	\$ 22,600.00

I authorize SS P&SD to fax/email product support or promotional information.
 * A fuel surcharge of up to 10% of the shipping charges may be added to the final invoice

\$20,350

Delivery of ugo365™ bundles required by: June 30th
 Earliest date to accept delivery:
 Anytime (Preferred) or: asap
 Note 1: Allow 10 business days for processing and shipping of ugo365™ Planners.
 Note 2: First available delivery date for 2011/2012 year products is June 3, 2011.
 TERMS - Not 30 days, interest 1.5% per month
 - Shipping F.O.B. plant

06-07-2011
 AUTHORIZED CUSTOMER SIGNATURE
Griseida Quintanilla
 PLEASE PRINT
 SALES CONSULTANT SIGNATURE



Edinburg Consolidated Independent School District
Sole Source Affidavit

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

1. My name is Kristeen Peterson I am over the age of 18, have never been convicted of a crime and am competent to sign this affidavit.
2. I am an authorized representative of the following company or firm:
Premier Agendas, Inc.
3. The above named company or firm is the sole source of the following item(s) or product(s): (Attach list if necessary)
The Skinny on Student Content Supplements, Executive Function Program, uge265 products and Green Planners with supporting content.
4. Competition is providing the above named item(s) is precluded by the existence of a patent, copyright, secret process or monopoly.
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.
6. We certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

[Signature]
(Signature)

SUBSCRIBED AND SWORN to before me on this 16 day of June, 2008-2011

JENNIFER L. HOMES
Notary Public
State of Washington
My Commission Expires
April 26, 2015

Jennifer L. Homes
(Notary Public, State of WA)
Jennifer L. Homes
(Printed Name)
April 26, 2015

(Date Commission Expires)

Company Name: Premier Agendas, Inc.
Address: 2000 Kentucky Street
City, State, Zip: Bellingham, WA 98229
Telephone: (800) 536-2959 Fax: (800) 886-8776
Contact Person: Jennifer Homes Email: bids.psd@schoolspecialty.com

SOLE SOURCE MEMORANDUM

DATE: June 16, 2011
TO: Assistant Superintendent for Finance & Operations
FROM: Griselda Quintanilla CAMPUS: 820
SUBJECT: SOLE SOURCE AFFIDAVIT FOR Premier Agendas, Inc
(Name of Vendor)

PURCHASE AMOUNT: \$ 55,718 REQUISITION NO: _____

DESCRIPTION OF ITEMS OR SERVICE: (Attach additional documentation, if necessary)
Purchase of Skinny On: College Success, Skinny On: Guide
Bundles, classroom Strategies, Student Guides for Edinburg
High, Edinburg North, Economedes High Schools and UGO Planners
for Middle Schools

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

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

Griselda Quintanilla 6/16/11
Signature Date

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

Exhibit _____

APPROVAL TO PURCHASE WATERFORD READING SOFTWARE SITE LICENSES FROM NCS PEARSON FOR 18 ELEMENTARY CAMPUSES

Superintendent's Recommendation

That the Board of Trustees give approval to purchase Waterford Reading Software site licenses from NCS Pearson for 18 elementary campuses.

Rationale

Our office supports each elementary campus with a primary (K to 2nd grade) computer lab that uses a reading and math software program from Waterford Early Learning. Earlier purchases of the Waterford software included site licenses for only twelve (12) campuses. This site license allows schools to integrate the use of the Waterford reading and math program into every classroom (PK to grade 5) as part of the regular instructional program. We are requesting permission to purchase site licenses for the remaining 18 elementary schools so that all campuses will have access to this program school-wide. In order to help reduce the impact of a one-time purchase, Pearson has agreed to divide payment for this project over two years. This purchase meets purchasing law compliance because it is a sole source.

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

Paperwork Impact

Minimal

Budgetary Information

The support services agreement is attached and the amount listed below is an estimate and will not exceed the amount indicated.

Total Purchase - \$249,090

Account	Description	Appro.	Enc.	Exp.	Bal.
161-11-6399-00-999-130	General Supplies	310,517.00	11,974.34	106,916.49	191,626.17
211-11-6399-00-999-130	General Supplies	351,141.00	14,757.41	229,493.07	106,890.52

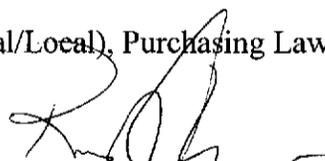
Resource Personnel

Dr. René Gutiérrez, Superintendent of Schools
 Maria Luisa Guerra, Assistant Superintendent for Instruction & Support Services
 Ronaldo J. Cavazos, Director for Federal Programs

Board Policy Reference and Compliance

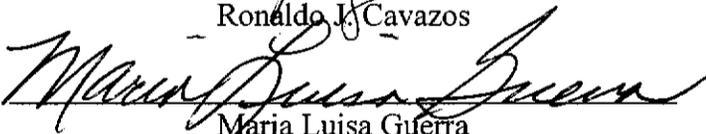
This item is in accordance with Board Policy CH (Legal/Local), Purchasing Law Bidding Requirements:

Prepared by:



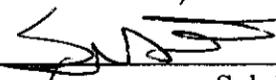
 Ronaldo J. Cavazos

Approved by:



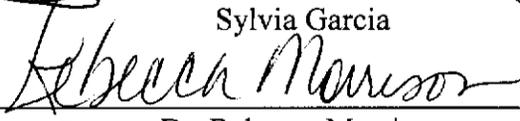
 Maria Luisa Guerra

Within Budgetary Allocation:



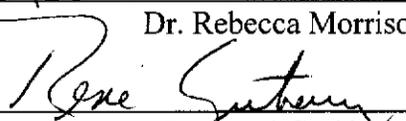
 Sylvia Garcia

Finance Department Approval:



 Dr. Rebecca Morrison

Recommended by:



 Dr. René Gutiérrez
 Superintendent of Schools

→ EXHIBIT _____, PAGES _____

SOLE SOURCE MEMORANDUM

DATE: June 22, 2011

TO: Dr. Rebecca Morrison, Assistant Superintendent for Finance & Operations

FROM: Ronaldo J. Cavazos CAMPUS: Federal Programs

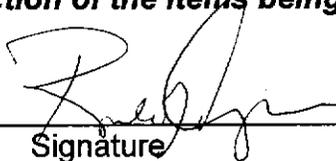
SUBJECT: SOLE SOURCE AFFIDAVIT FOR NCS Pearson, Inc.
(Name of Vendor)

PURCHASE AMOUNT: \$ 249,090.00 REQUISITION NO: _____

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

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

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



 Signature

 6/22/11
 Date

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

→ EXHIBIT _____

PEARSON

NCS Pearson, Inc.

3075 W Ray Road, Suite 200
Mailstop 315
Chandler, AZ 85226
Tel: 800-736-4357
Fax: 480-457-7610

May 25, 2010

Ron Cavazos
Federal Programs Director
Edinburg CISD
411 N 8th Street
Edinburg, TX 78541

Re: Sole Source Letter – SuccessMaker and Waterford Software

Dear Mr. Cavazos:

The purpose of this letter is to inform you that NCS Pearson, Inc. ("Pearson"), is the sole source for SuccessMaker® software and, in certain markets, the Waterford Early Reading Program™ and Waterford Early Math & Science™ software.

The SuccessMaker software, for use by your school, district, or other organization, is available only from Pearson. In addition, Pearson is the sole source of the Waterford Early Reading Program and Waterford Early Math & Science software for public school districts and public schools (other than charter schools, privately managed public schools, or schools operated by the United States Department of Defense) in the fifty United States, Washington D.C., and Puerto Rico for use in kindergarten through second grade instruction. Pearson's sole source status for the Waterford products in this market is the result of our exclusive distribution rights in this market via a contract with Waterford Research Institute, LLC, the developer of the products.

If you have any questions or concerns, please feel free to contact me at 480-457-7679.

Sincerely,



Kevin Schutz
Assistant General Counsel

State of Arizona)

County of Maricopa)

On this 25th day of May, 2010 before me personally appeared Kevin Schutz,

whom I know personally, and acknowledged that he executed the same.

(seal)


Michelle J. Connelly, Notary Public



→EXHIBIT _____



Implementation Proposal Waterford Site License Proposal for 18 Schools

Upgrade from Current 24 Waterford Reading Licenses to Reading Site Licenses

Quotation Summary

Quote Date 3/9/2011
 Quote Expires 6/30/2011
 Quote Prepared For R. Cavazos
 School District Name Edinburg CISD
 No. of Schools Quoted 18

Account Executive Sylvia Salinas
 Office Phone No. 956-844-2597
 Fax No. 1-801-571-3149
 E-mail Address sylvia.salinas@pearson.com

Waterford Product Pricing Details

Type of Purchase Conversion to Site License
 Type of Configuration Server
 Type of Licensing Site License

Customer Classification Public School with PreK Onsite
 No. of Classrooms _____
 No. Stations Purchased _____

Quantity	Item Description	Unit Cost	Extended Cost
SOFTWARE			
3108	Waterford Early Reading Program - Levels 123	\$ 350.00	\$ 1,087,800.00
		Software Subtotal Before Discounts/Credits	\$ 1,087,800.00
		Credit for Previous Purchase	\$ (534,600.00)
		Subtotal	\$ 553,200.00
		Volume Discount % 10.0%	\$ (55,320.00)
	18 Schools with Waterford Site Licenses		
	Support has been waived		
		Software Subtotal	\$ 497,880.00
		Waterford Product Total	\$ 497,880.00

Please submit PO for \$498,030.00 to:
 NCS Pearson
 3075 W Ray Rd, Mail Stop 220
 Chandler, AZ 85226
 Phone: 956-844-2597
 Fax: 1-801-751-3149

Shipping and Handling	\$ 150.00
TOTAL COST OF IMPLEMENTATION	\$ 498,030.00

Schools: Austin ES, Brewster ES, Canterbury ES, Cavazos ES, De La Vina ES, Guerra ES, Eisenhower ES, Escandon ES, F Gonzalez ES, Hargill ES, Jefferson ES, Lincoln ES, LB Johnson ES, R Lee ES, Esparza ES, Travis ES, Trevino ES, Villarreal ES

All pricing in this quotation is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax-exempt, evidence of such tax exemption must be provided.

Partnership Value Add-On: Staff Development for Edinburg CISD implementation of Waterford Early Learning & SuccessMaker Programs: \$65,400.00
Waterford Early Learning Upgrade to Version 5 (31 Sites)

→ EXHIBIT _____

[On District Letterhead]

NCS Pearson
Curriculum Digital Products
3075 W Ray Rd, Ste 200
MS-220
Chandler, AZ 85226

Dear NCS Pearson:

Edinburg ISD (the "District") is writing this letter concerning the District's order for your **Waterford** software and related support and/or services. The total amount of our order is **\$498,030** for the products, support and/or services set forth in the attached quotation. The District understands that NCS Pearson has agreed to allow the District to pay this total amount in 2 payments, in the amounts of **\$249,090 and \$248,940**. The District acknowledges that the foregoing payments shall be due **upon booking and before 9/30/2011** respectively.

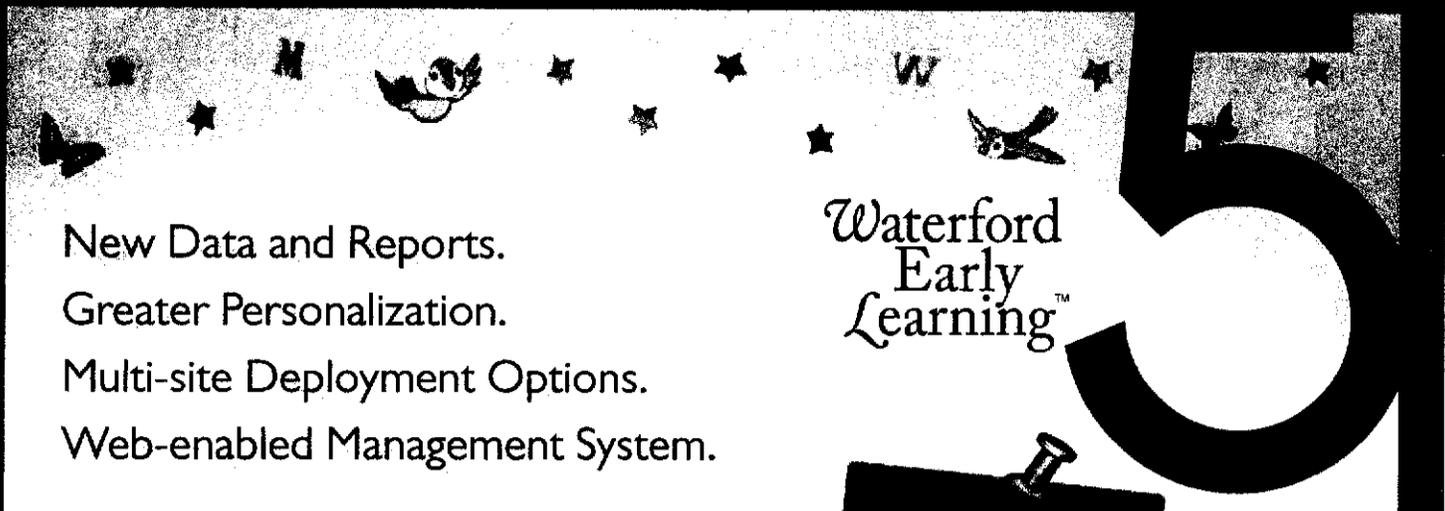
At this time, due to our encumbrance rules, the District is able to provide a purchase order only for the initial payment of \$240,090. However, by this letter, the District confirms its order for software, support and/or services in the full amount set forth above and represents that it will seek an appropriation of funds to cover all future payments described above. The District acknowledges and agrees that, in the event that, for any reason, the District does not appropriate funds to cover the future payments described above or otherwise fails to pay any of the amounts set forth above, then the licenses granted to the District for all software provided pursuant to this order shall be subject to termination and NCS Pearson shall be relieved of any further support and service obligations to the District, without any refund or credit to the District for amounts previously paid under the payment arrangement.

Please feel free to contact me if you have any questions concerning this letter.

Sincerely,

[Name of Authorized District Representative]
[Title]

→EXHIBIT _____



Waterford Early Learning™

- New Data and Reports.
- Greater Personalization.
- Multi-site Deployment Options.
- Web-enabled Management System.

The latest version of Waterford Early Learning has provided the 4 essential waterford early learning program features that are the foundation of the program. The program is designed to be used in a variety of ways, including as a stand-alone program, as a supplement to other programs, or as a core program. The program is designed to be used in a variety of ways, including as a stand-alone program, as a supplement to other programs, or as a core program. The program is designed to be used in a variety of ways, including as a stand-alone program, as a supplement to other programs, or as a core program.

New Data and Reporting Features

The latest version introduces new school and district aggregate reports as well as reports that allow schools to better monitor student usage and overall performance gain.

Greater Personalization

Waterford 5 has improved personalization with a new math placement tool as well as more opportunities for students to accelerate through the curriculum when mastery is demonstrated.

Multi-site Deployment Options

The newest version of Waterford offers multi-site implementations for a true enterprise solution that is easier to deploy and manage from a centralized location.

Web-enabled Management System

Waterford 5 features a new web-enabled management system that allows teachers and administrators to monitor student progress at any time from any computer on their network.



Want to know more?
Join the Waterford Early Learning 5 VIP Club to get special advance communications and announcements about members-only webinars and events!

To join, visit us online at www.pearsoned.com/Waterford5

ALWAYS LEARNING

PEARSON

→ EXHIBIT _____



Waterford Early Learning™

FOR ELL

Waterford Works for English Language Learning

18% of children in this country speak a language other than English at home.
— As reported in the Summer 2004 volume of *The Future of Children*

Waterford Early Learning Program provides your English language learners with the foundational skills to take them from introduction to mastery of basic English language concepts.

We've done the research and Waterford works!

- **Builds English language skills** through regular exposure to oral English and ample practice opportunities
- **Provides self-paced, individualized instruction** to meet students at their level
- **Offers explicit instruction** in the skill areas that are the key indicators of reading success
- **Emphasizes high achievement** while respecting individual strengths and needs
- **Aligned** to the most current state and national standards
- **Correlated to the findings** of leading ELL researchers
- **Celebrates student diversity** with a variety of multicultural texts
- **Facilitates parent involvement** in their child's education

Learn more. To find out more about the Waterford Early Learning programs or schedule an on-line or an on-site demonstration, contact:

Sylvia Salinas or Libby Pena; Account Executives
sylvia.salinas@pearson.com libby.pena@pearson.com

**From a research perspective:
Tucson Unified School
District, Tucson, Arizona**

"The English language learners [who used the Waterford program] outperformed the English language learners in the comparison group, and then on top of that, they outperformed the English-only language speakers [in the control group]."

— Stephen Powers
Creative Research Associates

PEARSON

Waterford

→ EXHIBIT _____



Texas Educators!

Here are your tools for Response to Intervention (RtI)

Waterford Early Learning™ and SuccessMaker® are the most effective *research-based* programs to address the needs of your low achieving students because they:

- Decrease the number of students who are inappropriately placed in Special Education
- Correlate to the Texas State Standards and multiple core reading and math programs
- Contain reporting capabilities that monitor progress to assist with formative evaluation
- Provide ongoing embedded assessment and on-demand student reports
- Provide a supplemental and intervention program for children who are at-risk, special needs & English language learners



Waterford
Early
Learning™

- Pre-Literacy skills for overall literacy development
- Engaging multi-sensory delivery
- Phonological awareness instruction
- Instruction to move students from early decoding to fluency skills
- Comprehension strategies using various tools, such as graphic organizers
- Vigorous and systematic instruction in math and science
- Problem solving and higher order thinking skills
- Math/Science vocabulary
- Practice skills in context
- Customizable curriculum
- Built-in learning tools to prevent learning decay

SuccessMaker



- Self-paced, adaptive learning tools
- Built-in tutorials and immediate response feedback
- Multiple, mixed-presentation opportunities for correct practice
- Research-based and validated instruction
- Access to curriculum in the classroom, computer lab, or resource room
- Meeting needs of multiple learning modalities
- Automatically forecasts time needed to reach instructional and AYP goals
- Identifies specific areas of difficulty
- Imbedded TEKS to customize easily based on readiness standards and STAAR categories
- RTI Progress Monitoring Chart

ALWAYS LEARNING

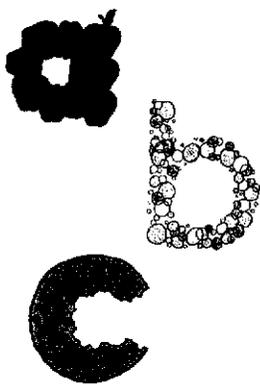
PEARSON

Copyright © 2011 Pearson Education, Inc. or its affiliates. All rights reserved. 111723

→ EXHIBIT _____

Waterford[™] Pre-Kindergarten

Early learning, discovery, exploration.



The most valuable learning happens between birth and age five. NAEP results indicate if young children do not start well, they rarely catch up with their peers, becoming our *at-risk* students. In her book *Beginning to Read*, Marilyn Adams estimates that *at-risk* learners only receive 200 hours of pre-literacy instruction. This is in sharp contrast to the 3,000 hours said to facilitate early literacy success. **Early learning is the key to preventing the gap.**

Waterford Early Reading and Early Math & Science programs leverage a uniquely engaging and age-appropriate learning environment that creates a world of discovery and exploration for your pre-kindergarteners. Definitively correlated to the NAEYC Guidelines for Curriculum Content as well as the Head Start Child Outcomes Framework, Waterford provides a depth and breadth of instruction well-matched for the developmental needs of pre-kindergarten students.

The experience your students want.

Shape the Whole Child

- Structured and unstructured activities in learning center environment
- Creative play and self expression
- Flexibility in the program to make choices and discover new things
- Encouraged self-confidence and independent learning
- Fun listening and singing variety of music activities blended throughout lessons

Spark Reading Interest

- Learn to recognize letter names, sounds and symbols
- Experience oral and written language through rhymes, songs and stories
- Introduce oral language with both modeled and experienced vocabulary
- Begin print-sound connections with their own take-home books to share with the family

Discover Their World

- Math exploration using numbers, shapes and other simple manipulatives in a familiar context
- Science inquiry using the student's interests to focus learning
- Integrate real life experiences to make math and science fun



The tools your teachers need.

- Guide individualized instruction with screening and observation assessment tools
- Create connections in the four developmental domains with classroom instruction materials
- Connect with core classroom instruction through professional development that guides an effective use of program materials



Motivate.

Engage.

Instruct.

Want to learn more? Visit www.PearsonDigital.com today



→ EXHIBIT _____

APPROVAL OF PARTIAL SUBSTANTIAL COMPLETION FOR BUILDING AREAS C (ATHLETIC) AND D (FINE ARTS AND KITCHEN) FOR HARWELL MIDDLE SCHOOL

Superintendent's Recommendation

That the Board of Trustees approves the Partial Substantial Completion for Building Areas C (Athletic) and D (Fine Arts and Kitchen) for Harwell Middle School as prepared by Broaddus & Associates.

Rationale

In accordance to the contract, D. Wilson Construction has completed the Harwell Middle School Building Areas C (Athletic) and D (Fine Arts and Kitchen) so that the District may begin to occupy the building.

The date of acceptance will be June 28, 2011, which is also the date of commencement of applicable warranties required by the Contract Documents.

The District Administration, Broaddus & Associates, and PBK Project Architect have reviewed and approved the areas recommended for Substantial Completion. The Architect has submitted a punch list to the contractor and will be attached to this certificate.

Budgetary Information

Account Number	Appropriation	Encumbrance	Expenditure	Balance
623-81-6629-00-047-199	\$8,692,306.00	\$2,200,941.00	\$5,362,718.00	\$1,128,647.00

Resource Personnel

Dr. Rene Gutiérrez	Mario Salinas
Dr. Rebecca Morrison	Sylvia Garcia
Robert Estrada	

Board Policy Reference

This is in accordance with Board Policy BAA (Legal) Board Powers and Duties.

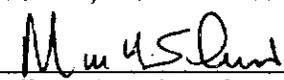
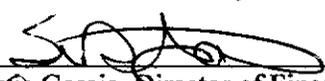
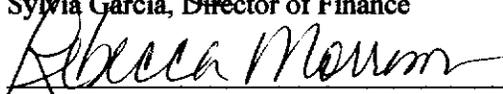
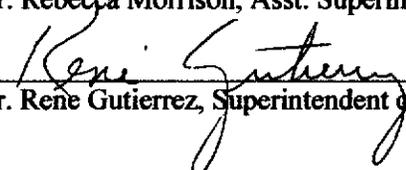
Prepared by:	 Robert Estrada, District Architect
Approved by:	 Mario Salinas, Asst. Superintendent for District Administration
Within Budgetary Allocations:	 Sylvia Garcia, Director of Finance
Approved by:	 Dr. Rebecca Morrison, Asst. Superintendent for Finance
Recommended by:	 Dr. Rene Gutierrez, Superintendent of Schools

Exhibit _____, Pages _____

**BROADDUS
& ASSOCIATES**
Executive Project Management and Consulting

6/20/2011

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
Substantial Completion Acceptance of Building Areas C & D
Group B Middle Schools – Harwell MS #06

Dear Superintendent Gutierrez:

Broaddus & Associates has reviewed the proposed request submitted by Construction Manager-at-Risk (CMR) D. Wilson Construction, Inc. for acceptance of Building Areas C (Athletics) & D (Fine Arts and Kitchen) as substantially complete.

Based on our review, Broaddus & Associates agrees with the proposed request from D. Wilson Construction, Inc. and recommends that the Board of Trustees consider approval of this item.

Sincerely,



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

FN: 110620 ECISD MS Final SC 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

EXHIBIT _____



AIA Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
Edinburg Harwell Middle School
9207 North Avila Road
Edinburg, Texas 78542

PROJECT NUMBER: 0925/
CONTRACT FOR: General Construction
CONTRACT DATE: November 12, 2008

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO OWNER:
(Name and address)
Edinburg CISD
411 North 8th Avenue
Edinburg, Texas 78541

TO CONTRACTOR:
(Name and address)
D. Wilson Construction
1209 East Pecan Boulevard
McAllen, Texas 78501

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Substantial Completion for Building D and site improvements. Partial completion for Building B, and C.

Please note that Landscaping work has been excluded from this Substantial Completion as well from the warranty.

Attachments: Architectural punch list Building D dated June 13, 2011
Architectural punch list Buildings B, and C dated June 15, 2011

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
06/21/2011

Date of Commencement
06/21/2011

PBK Architects

06/21/2011

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$197,000.00

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

D. Wilson Construction

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 12:AM (time) on June 22, 2011 (date).

Edinburg CISD

OWNER

BY

DATE

AIA Document G704™ – 2000. Copyright © 1963, 1978, 1992 and 2000 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 11:18:22 on 06/21/2011 under Order No.8941264081_1 which expires on 01/05/2012, and is not for resale.
User Notes: (944386403)

1

EXHIBIT

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

AIA Document G704™ – 2000. Copyright © 1963, 1978, 1992 and 2000 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 11:18:22 on 06/21/2011 under Order No.8941264081_1 which expires on 01/05/2012, and is not for resale.
User Notes: (944386403)

2

EXHIBIT _____



PBK Architects, Inc.

3900 North 10th St.
Suite 810
McAllen, Texas 78501
Telephone: 956.687.1330
Fax: 956.687.1331

Architectural PUNCH LIST

Edinburg Middle School #6
Edinburg Consolidated Independent School District
Wing ' D' - Partial punch list

Date: June 13, 2011

Observed by: Jose R. Guerrero

Project No.: 0925

Checked by:

Item No.	Description	Checked	Date
General Notes			06.13.11
	1. Caulk at bottom of HM frames and floor VCT tile 2. Rubber silencers are missing on some door frames		
Ramp D 118	Handrails are missing		
Stage D 119	OK		
Ceiling	OK		
Floors	OK		
Walls	OK		
Drama D 117	Replace trashold on D117 it was cut too short Screws missing on visual glass panel trim Repair or replace cmu top right corner of door into ramp from stage		
Ceiling	OK		
Floor	OK		
Vending	OK		
Mechanical Room D-114	Not ready for inspection		
Boys D-121	Verify vent diffuser to be what was specified Clean up needed		
Ceiling	OK		
Floor	OK		
Girls D-122	OK thru out		
Serving Area D-125	OK		
Snack Bar A D-124	Paint touch up thru out Patch CMU at wall/ceiling above hand sink Seal gap around p-trap drain of handsink		
Kitchen D-127	Redo wall ceramic tile around p-trap of hand sink Clean up thru out needed Reset some ceiling tiles into place		

Edinburg CISD MS #6

EXHIBIT



PBK Architects, Inc.
 3900 North 10th St
 Suite 810
 McAllen, Texas 78501
 Telephone: 956.687.1330
 Fax: 956.687.1331

Architectural PUNCH LIST
Edinburg Middle School #6
Edinburg Consolidated Independent School District
Wing B, C, and D - Partial punch list

Date: June 15, 2011
 Observed by: Jose R. Guerrero
 Project No.: 0925
 Checked by:

Item No.	Description	Checked	Date
General Notes	General Notes		
	1. Caulk at bottom of HM frames and floor VCT tile 2. Rubber silencers are missing most door frames		06.15.11
Girls P.E. Lockers B121	Screw missing on door jamb strike plate		
Girls P.E. Storage B122	Access door missing in ceiling		
Coaches Office B125	Reset key board trays Fix return air diffuser Screw missing on glass stop trim		
Coaches Restroom B 124	Clean lockers top Bench missing Adjust escoutchen under		
Restroom/showers B123	Clean locker's top Adjust escouchen under lavatory p-trap One Bench is missing Last shower is missing the trim is roughed in only in HC shower the hand held shower unit is missing		
Girls Athletic Lockers B 128	Striker plate is missing on jamb clean top od lockers		
Athletic Storage B 127	OK		
Athletic Restroom/ Shower B 126	in HC shower the hand held shower unit is missing Clean Vent diffuser		
Mezz. Access C-114	Clean floor thoroughly		
Mezz. Access C-116	Clean floor thoroughly		
Gymnasium C-118			

Edinburg CISD MS #6

EXHIBIT

	Resurface floor strip between door trashold and aluminum transition trim			
	Clean panic devises on exterior doors (both door)			
	Clock at exterior wall is not working			
Storage C-114				
	Stain/varnish door edge hinge side silencers missing on frame			
Ice Machine Room C-112				
	Clean ice machine thoroughly			
	Clean water connection box			
Corridor C-100				
	Display cases are missing one glass shelf			
	exterior doors need to be cleaned thoroughly			
Weight Room C110				
	Floor clean up is needed			
	Ceiling access panels missing			
	Clean up exterior swing door			
Laundry C-109				
	Clean up thorough out			
	Dryers are not connected to vent pipe			
	wall furr down missing above dryers as shown on elevation13/8.03			
Boy's Athletic C-101				
	Clean window			
	Paint ceiling access door			
	Seal hole on ceiling by R/A diffuser			
Coach's Office C-105				
	Reset keyboard tray			
	J-Box cover is missing			
Restroom C-104				
	H/C Shower hand held unit is missing			
	Confirm lavatory to meet accessibility standards			
	Clean Floor			
	Clean Lavatories and mirrors			
Boy's athletic storage C-102				
	OK			
Toilets and Showers C-106				
	Re-work CMU on wall opposite to hand dryer by water sill cock			
	Clean Floor			
	in HC shower the hand held shower unit is missing			
Boys's P.E. Lockers C-108				
	One bench missing			
	Re-set ceiling access panel			
	Ceramic tile on wall behind lavatories across from dryers is missing ref to elevation24Bopp./8.01			
	Paint access panel by entry alcove			
	Change black screws on white speaker to white screws			
Boy's Storage C-107				

Edinburg CISD MS #6

EXHIBIT

APPROVAL OF PARTIAL GUARANTEED MAXIMUM PRICE (GMP) FOR ROBERT VELA HIGH SCHOOL

Superintendent's Recommendation

That the Board of Trustees approves the Partial Guaranteed Maximum Price (GMP) for Robert Vela High School as prepared by Broaddus & Associates.

Rationale

The Construction Manager at Risk (CMR) for the Robert Vela High School (RVHS) Renovations project, Enriquez Enterprises, Inc., will receive sub-contractor bids on June 27, 2011 for a "Demolition & Asbestos Abatement" package in order to prepare a partial GMP for the project referred to above. This is being done in order to allow the CMR to mobilize and begin work on the project in advance of the receipt of the construction documents from Architect Milnet Architectural Services at the end of June. Enriquez Enterprises will request proposals for the balance of the project and prepare a Final GMP for the project during the month of July with a GMP to be presented to the Board at their last meeting during the month of July.

The bids will need to be reviewed and evaluated in order to prepare the GMP and will not be available in time to be included in the Board packets as back-up. Broaddus & Associates will provide the proposed partial GMP and a recommendation to the Board of Trustees during the presentation of this item.

Broaddus & Associates respectfully requests that the ECISD Board of Trustees consider approval of the proposed GMP.

Budgetary Information

Account Number	Appropriation	Encumbrance	Expenditure	Balance
623-81-6629-00-006-199	\$ 863,775.00	\$ 10,000.00	\$ 13,982.98	\$ 839,792.02

- Additional funds will be from 2008 Bond savings and Child Nutrition indirect cost reimbursements.

Resource Personnel

Dr. Rene Gutiérrez Mario Salinas
 Dr. Rebecca Morrison Sylvia Garcia
 Robert Estrada

Board Policy Reference

This is in accordance with Board Policy BAA (Legal) Board Powers and Duties.

Prepared by: _____
 Robert Estrada, District Architect

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

Within Budgetary Allocations: _____
 Sylvia Garcia, Director of Finance

Approved by: _____
 Dr. Rebecca Morrison, Asst. Superintendent for Finance

Recommended by: _____
 Dr. Rene Gutierrez, Superintendent of Schools

Exhibit _____, Pages _____

**BROADDUS
& ASSOCIATES**
INTEGRITY PROJECT MANAGEMENT AND CONSULTING

06/21/2011

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
Robert Vela High School (Harwell) Campus Renovations
Partial GMP for Demolition and Asbestos Abatement

Dear Mr. Gutierrez:

The Construction Manager at Risk (CMR) for the Robert Vela High School (RVHS) Renovations project, Enriquez Enterprises, Inc., will receive sub-contractor bids on June 27, 2011 for a "Demolition & Asbestos Abatement" package in order to prepare a partial GMP for the project referred to above. This is being done in order to allow the CMR to mobilize and begin work on the project in advance of the receipt of the construction documents from Architect Milnet Architectural Services at the end of June. Enriquez Enterprises will request proposals for the balance of the project and prepare a Final GMP for the project during the month of July With a GMP to be presented to the Board at their last meeting during the month of July.

The bids will need to be reviewed and evaluated in order to prepare the GMP and will not be available in time to be included in the Board packets as back-up. Broaddus & Associates will provide the proposed partial GMP and a recommendation to the Board of Trustees during the presentation of this item at the regularly scheduled meeting on June 28, 2011.

Broaddus & Associates respectfully requests that the ECISD Board of Trustees consider approval of the proposed GMP to be presented during the meeting. 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: 110621 ECISD RVHS Renovs PartGMP Recom Let Enriquez.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

EXHIBIT _____

APPROVAL OF THE 2011-2012 ELEMENTARY AND SECONDARY STUDENT CODE OF CONDUCT AND STUDENT-PARENT HANDBOOKS AS PRESENTED

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Trustees approve the 2011-2012 Elementary and Secondary Student Code of Conduct and Student-Parent Handbooks as presented.

RATIONALE:

The TASB Model Student Code of Conduct states that a district define misconduct that may-or must- result in a range of specific disciplinary consequences.

Student-Parent Handbooks outline the rules and procedures required by the district for our students.

Connections to the District Plan:

District Goal: Learning Environment

District Goal 6 – The ECISD shall provide state of the art facilities and resources, and maintain a safe and drug-free environment.

District Performance Objective II: The District will restructure, revise, and enhance the comprehensive health and safety plan that will enhance the learning environment of all the ECISD community to ensure 100% of the students can earn a high school diploma of its equivalent.

Initiative III: Continue to align current discipline policies, procedures, and practices across campus and grade levels.

Strategy 1: Continue to update and implement the ECISD student code of conduct so as to align it to state and federal students.

PAPERWORK IMPACT:

No additional paperwork will be generated.

BUDGETARY INFORMATION:

Cost of duplication of manuals. Cost of duplication is reflected in the 2011-2012 budget.

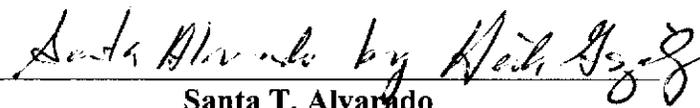
RESOURCE PERSONNEL:

Dr. René Gutiérrez, Superintendent of Schools
Mario Salinas, Assistant Superintendent for District Administration
Maria Luisa Guerra, Assistant Superintendent for Instruction & Support Services
Santa T. Alvarado, Area Director of JEHS
Dominga Vela, Area Director of ENHS
Hector Gonzalez, Area Director of EHS
Principals

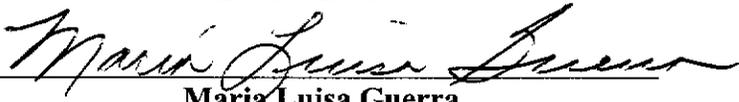
BOARD POLICY REFERENCE AND COMPLIANCE:

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

Prepared by:


Santa T. Alvarado

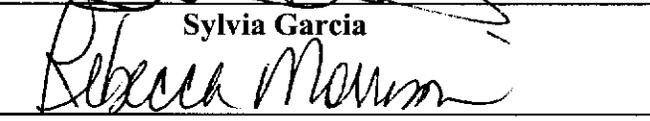
Approved by:


Maria Luisa Guerra

Within Budgetary Allocation:


Sylvia Garcia

Financed department Approval:


Rebecca Morrison

Recommended by:

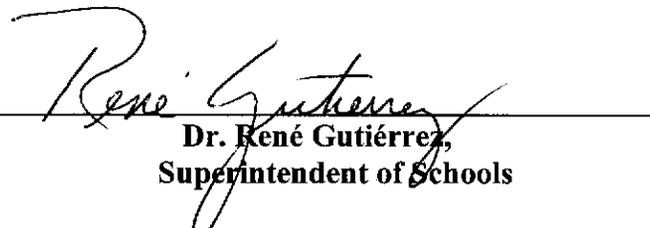

Dr. René Gutiérrez,
Superintendent of Schools

EXHIBIT _____, PAGE(S) _____