

**Spring Branch Independent School District
Agenda Item Information**

Date of Board Meeting: July 28, 2008

Subject: Request for Approval of Contract Awards

Administrator Responsible:

Name: Barbara Robillard

Position: Director of Purchasing

Purpose of Agenda Item:

Information only Action needed Report

Summary of Recommended Award of Contracts – documentation attached.

It is recommended that the Board of Trustees approve the award of contracts to the companies listed in the attached summary sheets.

To the extent that funds from future budgets will be used, we will, as a district, use our best effort to raise the money and budget those funds accordingly.

SPRING BRANCH INDEPENDENT SCHOOL DISTRICT
AGENDA ITEM FOR BOARD MEETING

Board Meeting Date: July 28, 2008

SUMMARY OF RECOMMENDED AWARDS OF CONTRACTS:

Administration & Personnel	Contract for Highpoint (Harris County) Harris County Department of Education Highpoint School North	142,500.00 estimated
Administration & Personnel	Contract for Juvenile Justice Alternative Education Program Harris County Juvenile Board	80,000.00 estimated
Administration & Personnel	Contract for Kickstart Program at Landrum Middle School KickStart Karate Program	30,000.00 estimated
Administration & Personnel	Contract for Project Class Social Skills Program for Kindergarden and PK Houston Achievement Place	57,000.00 estimated
Administration & Personnel	Annual Contract for School Nurse Software System Professional Software for Nurses, Inc.	73,500.00 estimated
Cummunity Relations	Contract for Printing of Spring Branch Current University of Houston Printing Service	26,820.00 estimated
Curriculum & Instruction	Contract for Standardized Testing Services Various Vendors	181,300.00 estimated
Curriculum & Instruction	Contract with Communities in Schools Houston (CISH) Communities In Schools Houston, Inc. (CISH)	1,193,400.00 estimated
Curriculum & Instruction	Contract for Region IV ESC Media Services Region IV Education Service Center	52,320.00 estimated
Curriculum & Instruction	Contract for Science Supplies through HCDE Various Vendors	30,000.00 estimated

SPRING BRANCH INDEPENDENT SCHOOL DISTRICT
AGENDA ITEM FOR BOARD MEETING

Board Meeting Date: July 28, 2008

Curriculum & Instruction	Renewal of Annual Contract for Science Supplies Various Vendors	395,000.00 estimated
Finance	Annual Contract for Restaurant Services & Delivery for SBISD Various Vendors	70,000.00 estimated
Finance	Renewal of Annual Contract for Office Furniture J.R., Inc. Hallmark	150,000.00 estimated
Operations	Annual Contract for Cleaning Supplies and Paper Goods Various Vendors	185,738.00 estimated
Operations	Contract for Cleaning Supplies through Harris County Department of Education Buckeye Cleaning Center	56,436.00 estimated
Operations	Annual Contract for Child Nutrition Beverage Various Vendors	160,000.00 estimated
Operations	Contract for Fresh Produce Harris County Department of Education	486,443.00 estimated
Operations	Annual Contract for Tractor, Mower and Small Engine Parts Various Vendors	30,000.00 estimated
Operations	Renewal and Increase of Annual Contract for Bus Painting and Body Repair Services Various Vendors	90,000.00 estimated
Technology	Contract for Maintenance and Support of Existing PLATO Software PLATO Learning	49,000.00 estimated
Technology	Increase of Annual Contract for Internet Bandwidth AT&T	64,368.84 estimated
TOTAL		\$ 3,603,825.84 estimated

This is to certify that the bidding laws of the State of Texas and the policies of the Spring Branch Independent School District have been followed in the above recommendations.

PURCHASING AGENDA ITEM:

BOARD MEETING DATE:
July 28, 2008

Title: 2008-2009 Highpoint Annual Contract (Harris County)

Administration recommendation: It is recommended that the Board approve a one (1) year contract with Highpoint School North, administered and operated by Harris County Department of Education (HCDE).

Authority for this action: Policy CH (local) requires the Board of Trustees to approve contract awards greater than \$25,000.00.

Interlocal Cooperation Contract as authorized under Local Government Code Chapter 791.001 et seq.

Plan addressed: To provide for an off campus alternative education option for students engaging in behaviors for which the district's Student Code of Conduct requires an alternative placement.

Highpoint School North will conduct, manage, and maintain a course of instruction for approximately fourteen (14) students in grades 6-12 who are not identified as emotionally disturbed, and who have been placed in an alternative placement due to discipline reasons.

Background: The major goals for Highpoint School North are:

- to provide quality education services in a highly disciplined setting;
- to remove students from harmful peer associations and negative environments;
- to provide instruction and support in both small group settings and one to one contact with teachers;
- to provide a computer augmented curriculum that will allow students to progress at an accelerated pace
- to prepare students for a successful transition back to a traditional academic setting; and
- to provide school districts with a cost effective alternative education option.

Impact of this action: The program meets the Texas Education Code 37.008 requirements in English language arts, math, science, social studies, and self-discipline; provides for students educational and behavioral needs; provides for supervision and counseling.

Budget information:

These funds will be disbursed from the General Fund contracted services budget provided for this purpose. Individual requisitions are not approved by the Purchasing Department without sufficient funds available in the individual department/campus budgets. The estimated expenditure for this project for one year is \$142,500.00 to be allocated by account as follows:

Budget code:	<u>08-09 Budget</u>
199.11.6219.00.998.9.24.0.80	\$150,000.00
(Gen. Funds/Professional Contract Services)	

Monitoring and reporting timeline:

The program will be reviewed yearly.

Resource personnel:

Marjorie Duffey, Associate Superintendent for
Administration and Personnel
Sofia Petrou, Executive Director Secondary Administrative
Services

Attachment:

2008-2009 Highpoint Annual Contract (Harris County)

2008-2009 HIGHPOINT ANNUAL CONTRACT (HARRIS COUNTY)

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and Spring Branch Independent School District, ("SBISD") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services under the Texas Education Code (TEC), Chapter 37, for students who have been removed from SBISD for committing an offense described in TEC, Chapter 37, or for engaging in behavior(s) for which SBISD Student Code of Conduct requires a discipline alternative education placement.

1. For the period beginning **August 25, 2008**, and ending **June 5, 2009**, HCDE agrees to provide services described herein for **Sixteen (16)** units to eligible student(s) requiring a discipline alternative education placement (referred to herein as "student(s)") who are residents of SBISD.
2. HCDE agrees to provide specialized facilities and properly certified/licensed personnel necessary to appropriately educate and provide instructional and counseling services to the student(s) in accordance with applicable law. During the period of this Contract, if HCDE fails to provide the necessary specialized facilities and certified personnel, SBISD may terminate services until such time as HCDE can provide the necessary specialized services contracted herein. HCDE will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.
3. HCDE agrees to furnish the SBISD with a weekly statement of student(s) attendance.
4. HCDE agrees to maintain necessary records and accounts in order to assure that funds received from SBISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by SBISD.
5. SBISD is responsible for providing transportation to and from Highpoint. Location of pick-up and drop-off points and time of service will be determined by representatives of SBISD and HCDE.
6. SBISD will provide copies of all pertinent school records pertaining to the student(s). SBISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be obtained by SBISD during the term of this Contract. Records must include, but are not limited to, (a) a recommendation letter from the school or district stating explicitly why the student is being referred to Highpoint; (b) the student's Middle School Plan (for students in grades 6-8); or (c) the student's Graduation Plan (for students in grades 9-12); (d) the student's current transcript, including all achievement test records; (e) for special education students, the student's current IEP, in accordance to Article 8 of this contract; (f) withdrawal form, which shall indicate the list of current courses in which the student is enrolled, the grade earned and the textbook and other instructional resources being used with that subject; and (g) the student's current year's attendance records.

7. Special Education student(s) served under this Contract have been classified by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within SBISD, and recommended for services as described herein. The ARD Committee of SBISD has affirmed the classification and approved the recommendation of such contracted services. An HCDE representative must participate in the ARD Committee meeting considering Highpoint placement.
8. With referred Special Education student(s), HCDE is responsible for providing the educational and support services that are provided to non-disabled students. Additional services required by a disabled student(s) to implement the student's Individualized Education Plan (IEP) and/or 504 plan are to be provided by SBISD. SBISD may make such services available in conjunction with Highpoint or at a separate time and location, at the discretion of SBISD and the ARD Committee. If SBISD chooses to make such services available in conjunction with Highpoint, SBISD will cooperate with Highpoint to minimize disruption at Highpoint. If SBISD requires the student(s) to leave during the school day, the IEP must include transportation as a related service.
9. HCDE will update SBISD on the progress of the referred student(s) at least once per semester. A member of the SBISD administrative staff will monitor, assess and evaluate student's progress as established by this Contract, including at least one (1) on-site visit annually.
10. In consideration of the services provided herein, SBISD agrees to pay HCDE \$142,400.00 and additional fees in the following manner:

\$8,900.00 times the number of units purchased. SBISD will be billed twice a year and payment will be due upon receipt of invoice.

\$40.00 times the number of enrollment days for Special Education student(s).

\$60.00 times the number of student(s) in attendance over the number of units purchased.

HCDE will bill SBISD for the amount of units purchased. SBISD may sell unused units to another district upon obtaining HCDE's prior written consent.
11. The parents of the student(s) shall not be charged for the services contracted under this Contract.
12. HCDE will follow IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from the Highpoint program.
13. This Contract may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Contract.

14. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
15. Neither this Contract nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgment and authorization of the other party.
16. Any notice provided under the terms of this Contract by either party to the other shall be in writing and sent by certified mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

HCDE
 Attention:
 Dr. John Sawyer, County School Superintendent
 6300 Irvington Boulevard
 Houston, Texas 77022-5618

SBISD
 Attention:
 Dr. Duncan Klussman, Superintendent
 P.O. Box 19432
 Houston, Texas 77224-9432

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Article.

17. This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
18. This Contract does not create a joint venture or business partnership under Texas law.
19. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
20. In the event that 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 provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

 Spring Branch ISD Superintendent

 Date

 County School Superintendent

 Date

PURCHASING AGENDA ITEM:

BOARD MEETING DATE:
July 28, 2008

Title: Contract for Juvenile Justice Alternative Education Program

Administration recommendation: It is recommended that the Board approve a one (1) year contract with the Harris County Juvenile Board (HCJB) to provide for placement of students expelled from school for offenses in the Juvenile Justice Alternative Education Program (JJAEP).

Authority for this action: Policy CH (local) requires the Board of Trustees to approve contract awards greater than \$25,000.00.

Plan addressed: The purpose of this contract is to set forth duties and responsibilities of the HCJB and the school district regarding the operation of the Harris County JJAEP.

Background: Chapter 37 of the Texas Education Code requires that HCJB establish and operate a Juvenile Justice Alternative Education Program for youth who are expelled from school for offenses described in Section 37.007 (a), (d), and (e).

Impact of this action: The program meets the Texas Education Code 37.008 requirements in English language arts, math, science, social studies, and self-discipline; provides for students educational and behavioral needs; provides for supervision and counseling.

Budget information: Funds will be disbursed from the General Fund, Contract Services –Administration and Personnel Budget provided for this purpose. Individual requisitions are not approved by the Purchasing Department without sufficient funds available in the individual department/campus budgets. The estimated expenditure for this project for one year is \$80,000.00 to be allocated by account as follows:

Budget code:	<u>08/09 Budget</u>
199.95.6223.03.998.9.99.0.80	\$80,000.00
(Gen. Funds/Contract Services/Student Tuition)	

Monitoring and reporting timeline: The program will be reviewed yearly.

Resource personnel: Marjorie Duffey, Assoc. Supt. for Administration and Personnel
Sofia Petrou, Ex. Director for Secondary Administrative Services

Attachment: Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING REGARDING THE HARRIS
COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
FOR THE 2008-2009 SCHOOL YEAR**

This Memorandum of Understanding (or "MOU") is entered into by and between the Harris County Juvenile Board (the "HCJB") and the Spring Branch Independent School District (the "school district").

I. Background and Purpose

1.1 Chapter 37 of the Texas Education Code requires that the HCJB establish and operate a Juvenile Justice Alternative Education Program ("JJAEP") for youth who are expelled from school for the offenses described in Section 37.007 (a), (d), and (e). Chapter 54 of the Texas Family Code provides that the juvenile court, at a child's disposition hearing, may also order the child to attend the JJAEP. School districts may contract with the HCJB for placement of students in the JJAEP who are expelled from school for the offenses described in Section 37.007 (b), (c), and (f), Section 37.0081, Section 37.302, or who are ordered to attend the JJAEP by a juvenile court, as described in Section 54.04(b) of the Texas Family Code. Hereinafter, any reference to "Section" shall be presumed to be a reference to the Texas Education Code unless otherwise indicated.

1.2 The purpose of this Memorandum of Understanding is to set forth the duties and responsibilities of the HCJB and the school district regarding the operation of the Harris County JJAEP and to comply with the requirements of Section 37.011 (k), (l), and (m).

II. Goals

2.1 The major goals for the JJAEP are: (1) to provide a continuum of educational services to students; (2) to establish consistency, predictability, and appropriateness of student placement following expulsions from regular schools or alternative education programs; (3) to return students to a regular school setting when appropriate; (4) to impress upon youth that there are progressive sanctions for misconduct in the public school setting; and (5) to provide educational and placement options for the juvenile courts.

III. Student Eligibility

3.1 Attendance at the JJAEP for the category of students described in subparagraph A of this paragraph is mandatory ("Category A"). Attendance at the JJAEP for the category of students described in subparagraph B ("Category B") and subparagraph C ("Category C") of this paragraph is discretionary. Attendance at the JJAEP for the category of students described in Paragraph 7.6 of this Memorandum of Understanding is discretionary ("Category D"). Attendance at the JJAEP for the category of students who are placed by court order, without the written consent of the school district, as described in subparagraph C of this paragraph is mandatory ("discretionary judicial placements" or "Category E"). BY COMPLETING THE APPROPRIATE PORTIONS OF ATTACHMENT B HERETO, THE SCHOOL DISTRICT MUST INDICATE WHETHER OR NOT IT DESIRES TO PLACE CATEGORY B STUDENTS IN THE JJAEP OR CONSENT TO PLACE CATEGORY C AND CATEGORY D STUDENTS IN THE JJAEP. Except as provided for Category E students, if the school district elects not to offer or consent to the JJAEP as a placement option for Category B, Category C or Category D students, the JJAEP is not responsible for the education of these students.

- A. Category A students shall be placed in the JJAEP when they have been expelled for committing one of the offenses enumerated under Section 37.007(a), (d) or (e). A student shall not qualify as a Category A student until an offense or investigative report is filed by a law enforcement agency as required by rules adopted by the Texas Juvenile Probation Commission ("TJPC"). JJAEP funding for Category A students is provided to the HCJB by the TJPC.
- B. Category B students may be placed by the school district in the JJAEP when they have been expelled by the school district for committing an offense described in Section 37.007 (b) or (f), for engaging in serious or persistent misbehavior covered by Section 37.007 (c), or for committing an offense described in Section 37.0081(a). Furthermore, Category B students may be placed by the school district in the JJAEP pursuant to Sections 37.304 – 37.308. JJAEP funding and maximum spaces allowed for Category B students is provided pursuant to the terms of Attachment B.

- C. Category C students, with the written consent of the school district, may be placed in the JJAEP by a juvenile court as described in Chapter 54 of the Texas Family Code, after the student has been charged with an offense defined as a misdemeanor and/or felony by the Texas Penal Code and adjudicated as delinquent by a juvenile court. HCJB and the school district agree that, although the school district may consent to the placement of a Category C student into the JJAEP, the actual placement of the student into the JJAEP and related terms of the placement are made by the appropriate juvenile court and not by the school district. HCJB and the school district agree that school district consent documentation for individual Category C JJAEP placements shall be distributed to the courts prior to placement. JJAEP funding for Category C students is provided pursuant to the terms of Attachment B. If a Category C student is placed by court order in the JJAEP, however, without the written consent of the school district ("Category E"), the school district will not be responsible for funding regarding that student.

3.2 Students expelled for Category A offenses during the school year, including those who were adjudicated and placed on probation under Family Code Section 54.04, or who were placed on deferred prosecution under Family Code Section 53.03, shall attend the JJAEP for the remainder of their expulsion period or for the period the student is on court-ordered probation or deferred prosecution, whichever is earliest. JJAEP funding for these students is provided by TJPC.

3.3 Any student who does not meet the eligibility requirements of this Memorandum of Understanding is not entitled to educational services by the JJAEP.

IV. Special Education Services

4.1 Special education instructional and related services shall be provided to students placed in the JJAEP in accordance with this section.

4.2 Placement Services:

- a. A school district may expel a student who has been identified as a qualified student with a disability under the Individuals with Disabilities Education Act (IDEA) only after a duly constituted Admission, Review and Dismissal (ARD) committee makes a determination pursuant to Federal law that the behavior leading to the expulsion is not a manifestation of the student's disability. After making such a determination, the district's ARD committee shall determine what services, if any, are necessary to comply with the IDEA. In the case of a student who has been identified as a qualified student with a disability under the IDEA who brings a weapon to school, who knowingly possesses, uses, or solicits the sale of a controlled substance, or has inflicted serious bodily injury upon another person (while at school, on school premises or at a school function), federal law permits a change in placement to a discipline alternative education program for up to forty-five (45) school days, regardless of whether the conduct is a manifestation of the student's disabling condition.
- b. For Category "A" and "B" students, prior to referral to the JJAEP, the school district must convene an ARD meeting to determine placement and necessary services to be provided while enrolled in the JJAEP.
- c. For Category "C", "D", and "E" students, upon court order to attend the JJAEP, the JJAEP shall request that the school district convene an ARD meeting within ten (10) days of enrollment in the JJAEP.

4.3 Evaluation and Child Find Services:

- a. Initial Evaluations:
 - (1) The JJAEP will assist the school district that is responsible for all Child Find obligations;
 - (2) The JJAEP shall establish a Core Team for the purpose of reviewing student progress, identifying pre-referral educational interventions, reviewing the success of those interventions, and referring to the school district for a Full and Individual Initial Evaluation (FIEE) those students for whom pre-referral interventions were insufficient;
 - (3) The school district may assign a representative to the JJAEP Core Team;
 - (4) The JJAEP shall complete necessary referral documentation prior to notifying the school district that a student may be in need of evaluation under IDEA;

- (5) Upon the Core Team's recommendation that a JJAEP student may be in need of special education services, the school district must complete a FIEE within timelines established by applicable laws and regulations; and
- (6) The school district and JJAEP shall work together to determine which organization's staff shall complete the FIEE within timelines established by applicable laws and regulations.

b. Full and Individual Evaluations (FIE):

- (1) The JJAEP shall notify the school district of all students for whom a Full and Individual Evaluation (FIE) is required or overdue;
- (2) Upon notification by the JJAEP that an identified student with a disability requires a FIE, the school district and JJAEP shall work together to complete the FIE within timelines established by applicable laws and regulations;
- (3) Upon written request by the school district, the JJAEP staff may conduct the FIE on the district's behalf; and
- (4) The student's parent or guardian (or adult student) must provide informed consent prior to any evaluation taking place. The school district may, but is not required to, pursue due process procedures under federal law to override the refusal to grant such request. In the event the student who is evaluated actually qualifies as a student with a disability, the parent or guardian (or adult student) must provide informed consent before special education or related services can be provided. If such consent is refused, the district may not use the due process procedures of the IDEA. The District, however, will have no further obligation to provide the student with a free, appropriate public education, convene an ARD meeting or develop an IEP.

4.4 Transfer Services:

- a. Upon transition from the JJAEP to the school district, the JJAEP shall provide the school district with information necessary for it to convene an ARD committee meeting, including, but not limited to, copies of the cumulative folder contents, Individual Education Plans, evaluations, parental consents, withdrawal forms, attendance reports, and report cards;
- b. The JJAEP will provide five days notice to the school district prior to the return of the student to the school district; and
- c. The JJAEP may, upon district request, assign a representative to attend the ARD committee meeting changing the student's placement from the JJAEP.

4.5 Special Education and Related Services:

a. Special Education Services:

- (1) Notwithstanding the school district's obligation as the Local Education Agency (LEA) as described under the IDEA, the JJAEP will, upon the school district's behalf, provide all special education instructional services required to implement the student's Individual Education Plan (IEP), in accordance with this Memorandum of Understanding;
- (2) The school district remains responsible for IDEA compliance; and
- (3) The JJAEP is under no obligation to provide special education instructional or related services to students not enrolled in the JJAEP.

b. Related Services:

- (1) For purposes of this Memorandum of Understanding, speech therapy shall be considered a related service;
- (2) The JJAEP will provide the following related services necessary to implement the student's IEP: counseling, speech therapy, and transportation by regular contract bus service that is provided to all other students; and
- (3) The school district shall remain responsible for providing any and all other special education related services necessary to implement the student's IEP. The school district may make such services available in conjunction with the JJAEP or at a separate time and location; at the discretion of the school district. If the school district chooses to make such services available in conjunction with the JJAEP, the school district shall cooperate with the JJAEP to minimize disruption of the JJAEP. If the school district requires the student to leave the JJAEP for special education related services during the school day, the school district must provide necessary transportation. The school district in which the JJAEP is located is not responsible for providing special education and related services under the IDEA to any non-resident student. This exception does not apply if such responsibilities are set forth under separate contract between the HCJB, the district in which the student resides and the district in which the JJAEP is located. The student's district of residence shall always be responsible for IDEA compliance.

4.6 After a student who has been identified as a qualified student with a disability under the IDEA is enrolled in the JJAEP, all ARD committee meetings related to that student shall be conducted at the JJAEP campus to which the student is assigned.

4.7 Funding for special education instructional and related services shall be provided in accordance with Paragraph 8.3 of this Memorandum of Understanding.

V. Responsibilities of the HCJB

5.1 The HCJB shall establish and operate the JJAEP as required by Section 37.011 and in accordance with applicable state and federal law. The JJAEP shall be responsible for providing transportation services for students attending the JJAEP. Transportation will be provided to and from pre-determined locations within each district. Each school district will work with the JJAEP to determine the number and location of these transportation locations prior to the beginning of the school year. The JJAEP shall also be responsible for assisting the school district in identifying the following students:

- A. Juveniles charged with committing a felony offense by a law enforcement agency or officer;
- B. Juveniles adjudicated as delinquent by a juvenile court based on a finding of guilt for committing a felony offense; and
- C. Juveniles placed by a juvenile court, as a result of a finding of guilt for committing a felony offense, in a residential adjudication facility that is administered or overseen by the Harris County Juvenile Probation Department.

The school district is not responsible for any aspect of the operation of the JJAEP unless expressly provided in this Memorandum of Understanding. Except as provided for Category E students, the HCJB is not responsible for providing services to any student for whom it does not receive funding from either TJPC or the school district.

VI. Terms and Conditions of Entrance and Exit

6.1 Upon the school district's referral of a student to the JJAEP, or notification by the JJAEP to the school district of the student's placement in the JJAEP by a juvenile court, the school district shall forward to the JJAEP the same records it is required to forward to another public school district when a student transfers, including but not limited to the following student records:

- A. For students in middle school, the student's Middle School Plan;
- B. For students in grades 9-12, the student's Graduation Plan;
- C. The student's current transcript, including all achievement test records;

- D. Withdrawal form, which shall indicate the student's list of current courses in which he or she is enrolled, the earned grade and the textbook and other instructional resources being used with that subject;
- E. The student's Texas Assessment of Academic Skills (TAAS) and Texas Assessment of Knowledge and Skills (TAKS) summary sheets, if applicable;
- F. The student's previous year's attendance record;
- G. The student's current year's attendance record; and
- H. The student's IEP in accordance with section IV of this Memorandum of Understanding.

6.2 An educator employed by the JJAEP who holds a current certification granted under Section 21.003(a) must review all academic work of the student prior to the student's exit from the JJAEP and return to the school district, and must certify completion of course work based upon a determination that the student has mastered the essential knowledge and skills for a course at the seventieth percentile pursuant to Section 28.002. In accordance with Section 37.011 (d), such certification must be accepted by the district and all course credit earned by the student while at the JJAEP shall be immediately, or as soon as practical, reflected on the student's school district transcript.

VII. Length of Student Placement

7.1 Unless otherwise provided for in this Memorandum of Understanding, students who are expelled for Category A offenses must immediately, or as soon as practical, attend the JJAEP until the earliest of the date (i) they complete any court-imposed requirements, (ii) the expulsion term expires, or (iii) as otherwise provided in Section 37.011(i). To the extent permitted under the school district's student code of conduct and applicable policies and regulations, the school district shall endeavor to set the end of the expulsion term for Category A students to coincide with reasonable times for a student to return to the school district, such as at the beginning of a semester or a school year. However, this agreement does not prescribe a minimum length of expulsion or placement in the JJAEP for Category A students.

7.2 Category B students shall attend the JJAEP for the period of the individual student's expulsion or placement, and shall adhere to the minimum lengths of stay, as defined in Table 1: Category B Students –Required Lengths of Stay in the JJAEP. If a school district has adopted its student code of conduct prior to the execution of this MOU with terms of placement that are inconsistent with the Required Lengths of Stay in Table 1, then the school district's student code of conduct will govern lengths of placement.

**Table 1:
Category B Students –Required Lengths of Stay in the JJAEP**

Time of Referral to JJAEP	Minimum Length of Expulsion to JJAEP	Option for shorter length of placement in expulsion order
Beginning of 2008 school year through Nov. 1, 2008	End of Spring 2009 semester	If student achieves 90% attendance and has satisfactory behavior, student's placement term may be reduced through the end of the Fall 2008 semester.
Nov. 2, 2008 through April 1, 2009	End of Summer 2009 or end of Fall 2009 semester, as determined by the school district	If student achieves 90% attendance and has satisfactory behavior, student's placement term may be reduced through the end of the Spring 2009 semester.
April 2, 2009 through end of the 2009 school year	End of Fall 2009 semester	If student achieves 90% attendance and has satisfactory behavior, student's placement term may be reduced through the end of Spring 2009 or the end of the Summer 2009 semester, as determined by the school district.

7.3 Category B students expelled for Title 5, Penal Code felony conduct shall adhere to the following conditions regarding maximum lengths of stay:

Maximum Length of Placement	Conditions for Early Completion of JJAEP Placement
Graduation from High School	Upon successful completion of all court-ordered, probationary or parole requirements, OR the student's length of JJAEP enrollment has exceeded 180 school days, the district shall rescind JJAEP placement at the end of the current school semester.
Felony Charges are Dismissed or Reduced to a Misdemeanor Offense	Upon notification by the prosecuting attorney's office or the JJAEP office, the district shall immediately rescind JJAEP placement.
Student Completes the Term of JJAEP Placement	Upon successful completion of all court-ordered, probationary or parole requirements, OR the student's length of JJAEP enrollment has exceeded 180 school days, the district shall rescind JJAEP placement at the end of the current school semester.

7.4 Category C students shall attend the JJAEP for the full period of their court-imposed period of probation and through the end of the semester in which the probationary period ends.

7.5 A calendar that sets forth the JJAEP school year is attached to this Memorandum of Understanding and identified as Attachment C and shall be used for determining the length of a student's placement in the JJAEP.

7.6 A Category D student who is released from a residential adjudication facility administered by or under contract with the Harris County Juvenile Probation Department during the regular school year may be ordered by a court having jurisdiction and control over such student to attend the JJAEP for the remainder of the semester in which the student is released, upon consultation and agreement by the school district in which the student resides. Upon agreement by the school district, the district will pay for the placement of such student who resides in the school district at the rate established in Attachment B for Category B students.

7.7 In the case of a student who has been identified as a qualified student with a disability under the IDEA who brings a weapon to school, who knowingly possesses, uses, or solicits the sale of a controlled substance or engages in conduct causing serious bodily injury, federal law permits a change in placement to a discipline alternative education program for up to forty-five (45) school days, regardless of whether the conduct is related to the disabling condition as determined by an ARD committee.

VIII. Funding

8.1 Funding for the JJAEP is provided by the state through the TJPC for all Category A students who must attend the JJAEP. The school district may contract with the HCJB to provide an educational placement for all Category B, Category C, and Category D students according to the terms and conditions set forth in Attachment B hereto, the contents of which are incorporated herein as if fully set forth in this Memorandum of Understanding. If a Category C student is placed by court order in the JJAEP, however, without the written consent of the school district, the school district will not be responsible for funding regarding that student.

8.2 The school district shall pay the actual direct cost in excess of the rate established in Attachment B for Category B students, if any, of providing special education instructional and related services to eligible Category B, Category C and Category D students in the JJAEP, in accordance with Section IV of this Memorandum of Understanding.

IX. Administration of Statewide Student Assessments

9.1 In accordance with Section 37.011(d), the following responsibilities are assigned for administering statewide student assessments to students enrolled in the JJAEP:

- A. The school district shall be responsible for securing, coding and delivering to the Director of the JJAEP or his designee all student answer sheets at least one week, if possible, but not less than two days before the day on which the statewide student assessment is to be administered.

- B. The JJAEP shall be responsible for acquiring all test booklets, which shall be made available to students enrolled in the JJAEP on the day the statewide student assessment is to be administered.
- C. The JJAEP shall be responsible for administering the examinations to those students enrolled in the JJAEP.
- D. The school district shall be responsible for making necessary arrangements to retrieve all completed student answer sheets attributed to the district's students which are enrolled at the JJAEP.
- E. The JJAEP shall be responsible for returning all test booklets to the appropriate TEA contracted agent.

X. Expedited Processing

10.1 Consistent with applicable law, the parties hereto agree to use their best efforts to expedite the administrative and judicial processing of all cases related to this Memorandum of Understanding.

XI. Juvenile Probation

11.1 By executing this Memorandum of Understanding, the school district does not authorize any court to order a student expelled under Section 37.007 (a), (d), or (e) to attend a regular program, a regular campus, or a school district alternative education program as a condition of probation, nor shall any court be authorized to order a student expelled under Section 37.007 (b), (c), or (f), where that school district has stipulated that such student shall be placed in the JJAEP in accordance with the terms and conditions of this Memorandum of Understanding, to attend a regular program, a regular campus, or a school district alternative education program as a condition of probation. Both the school district and the HCJB agree that no court has such authority pursuant to this Memorandum of Understanding.

XII. Records Release

12.1 To assist the Harris County Juvenile Probation Department in providing appropriate education services to youth in custody before adjudication, the school district will, upon request, release educational and attendance records to the Harris County Juvenile Probation Department.

Pursuant to the Texas Family Code §58.0051 and 20 USC §1232(g), the Harris County Juvenile Probation Department certifies that the institution and/or individual receiving such records will not disclose them to any other party except as provided by law.

XIII. Miscellaneous

13.1 This Memorandum of Understanding is effective August 1, 2008 through July 31, 2009.

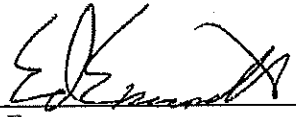
13.2 If any provision, section, subsection, paragraph, sentence, clause or phrase of this Memorandum of Understanding, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof continue in full force and effect.

13.3 This Memorandum of Understanding, together with the instruments heretofore incorporated by reference and the attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party, that is not contained herein is of any force or effect. Any modifications to the terms hereof must be in writing and signed by the parties.

13.4 This Memorandum of Understanding is executed in multiple originals, each of which shall have the full force and effect of an original document, and each of which shall constitute but one and the same instrument.

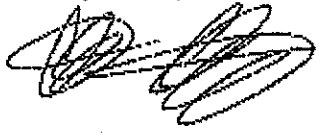
EXECUTED this the _____ day of _____, 2008.

HARRIS COUNTY JUVENILE BOARD

By: 
Ed Emmett
Chairman

APPROVED AS TO FORM:

MICHAEL A. STAFFORD
Harris County Attorney


By: _____
Clyde R. Leuchtag
Assistant County Attorney

SPRING BRANCH INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____ (date)
Title:

ATTEST:

By: _____
Name: _____ (date)
Title:

Attachment A
2008-2009 Harris County JJAEP MOU
Independent School District

The number of 2007-2008 Category B, C & E MOU Spaces available per District will be determined by % of total Harris County felony juvenile referrals during 2006.

POPULATION	Aldine	Allen	Channelview	Clear Creek	Crosby	Cy-Fair	Deer Park	Galena Park	Goose Crk.	Houston	Huffman	Humble	Katy	Klein	La Porte	N. Forest	Pasadena	Sheldon	Spring	Spr. Branch	Tomball	Waller	TOTAL
JJAEP Category B & C Placements	51	1	1	8	0	4	24	4	1	348	0	24	0	55	0	5	11	0	6	0	0	4	546
1998-1999	96	11	1	10	0	14	38	16	1	315	0	21	2	71	4	20	40	0	21	9	2	16	708
2000-2001	117	13	0	14	1	16	45	15	1	161	0	26	7	46	6	6	22	0	18	7	5	12	588
2001-2002	119	5	2	20	2	16	13	16	4	284	0	10	5	38	2	11	9	2	46	6	3	17	630
2002-2003	77	33	18	5	1	21	31	12	4	336	5	8	6	45	3	3	26	6	2	22	3	17	684
2003-2004	10	80	38	23	0	13	36	1	4	249	0	13	4	75	0	3	25	0	19	8	6	20	627
2004-2005	1	94	25	19	0	8	35	2	2	274	4	22	11	101	0	1	97	4	9	16	4	11	740
2005-2006	0	120	24	17	0	9	31	0	2	240	1	11	13	36	0	2	79	1	5	13	2	11	617
2006-2007	2	86	27	9	0	25	21	2	3	204	4	13	15	23	1	2	52	25	1	7	3	10	585
2007-2008	1	53	32	9	0	18	3	1	3	106	2	2	24	35	0	3	41	0	2	9	3	4	351
Juvenile Offender Activity 2007	219	172	27	32	12	262	38	118	50	762	2	99	58	62	23	57	151	14	88	84	12	2	2344
% of Total Felony Offenders by ISD:	9%	7%	1%	1%	1%	11%	2%	5%	2%	33%	0%	4%	2%	3%	1%	2%	6%	1%	4%	4%	1%	0%	100%
# of JJAEP Reserved Slots Available by ISD:	26	20	3	4	1	31	4	14	6	89	1*	12	7	7	3	7	18	2	10	10	1	0	275

275 = Total Category B, C & E Slots Available at \$90/day

* -Huffman ISD will be allocated one space.

Attachment B

**Spring Branch Independent School District
Reservation of Student Spaces and Schedule of Payments
for JJAEP School Year 2008-2009**

Based on the **Spring Branch Independent School District's** ("school district") proportion of Harris County felony offenders who resided in the school district in 2006, the school district is allotted the maximum number of spaces described in Attachment A, Line 25 for the **2008-2009** school year. These spaces, in combination, may be used to purchase Category B, Category C, and Category D discretionary spaces at a rate of \$90.00/day. To be eligible for these spaces the school district must complete the following steps no later than August 31, 2008:

- 1) Completely fill in all columns, as provided on the chart below. "Yes" entries in the second column indicate that these students will be placed in the JJAEP. "No" entries in the second column indicate that these students will not be placed in the JJAEP, therefore the JJAEP is not responsible for the education of students in this category;
- 2) Secure approval of the MOU, including Attachment B, by the school district's Board of Trustees; and
- 3) Return by August 31, 2008 two original copies of the approved and signed MOU, including Attachment B to:

Henry Gonzales, Deputy Director
Harris County Juvenile Probation Department -Education Services Division
1200 Congress Street, Suite 6500
Houston, Texas 77002

All pro-rata spaces left unfunded by August 31, 2008 will be made available to other school districts who desire more spaces at the \$90.00/day rate. These spaces shall be allocated to school districts in direct proportion to the number of additional spaces requested in excess of those spaces allocated in Attachment A, line 25, of this MOU. School districts shall express their intent to purchase additional spaces by completing the fourth column on the chart below.

Category of Students	Placement of Students in Optional Categories (Yes/No)	Number of Pro Rata Student Spaces Reserved at \$90.00/day (Up to the total pro-rata share on Attachment A, Line 25)	Number of Additional Student Spaces Needed (these spaces may be reserved at \$90.00/day after August 31, 2008, depending upon availability)
Category A Students			
Category B Students -Section 37.007(b), (c), or (f)	Yes	4	
Category B Students -Section 37.0081 ("Title 5, Penal Code Felony Offenders")			
Category B -Sections 37.304 - 37.308 ("Registered Sex Offenders")			
Category C MOU Paragraph 3.1 C			
Category D MOU Paragraph 7.6			

Payment and Refunds for Category A Students

For Category A students, funding is provided exclusively from state appropriations as governed by policy established by the Texas Juvenile Probation Commission (TJPC).

Payment and Refunds for Category B, Category C and Category D Students

For Category B, Category C and Category D students, funding is provided by the school district. If "Yes" is selected, the district must indicate the specific number of student spaces the district chooses to reserve for the 2008-2009 school year. For spaces reserved, the district agrees to pay the HCJB a rate of \$90.00 for each space reserved up to and including the total number of pro rata spaces allocated in Attachment A, Line 28, multiplied by 210 days. Payments shall be made to the HCJB in two equal installments, due on or before September 30, 2008 and December 31, 2008.

The school district shall pay the actual direct cost in excess of \$90.00 per day, if any, of providing JJAEP services to Category B students placed under Section 37.0081 ("Title 5, Penal Code Felony Offenders"). This fee shall be assessed by the Harris County Auditor's Office, based on HCLB's annual JJAEP financial audit for the 2008-2009 school year, and will be invoiced to the district.

Payment under this Agreement will be considered overdue if the district mails or electronically transmits payment after September 30, 2008 for the first installment and after December, 31, 2008 for the second installment, pursuant to Texas Government Code §2251.021. In accordance with Texas Government Code §2251.025, late payments by the district will begin to accrue interest (on an annual percentage rate "APR" basis) on the date the payment becomes overdue. The rate of

interest that accrues on an overdue payment for the 2008-2009 school year will be the rate defined in §2251.025, which is one percent plus the prime rate as published in the Wall Street Journal on July 1, 2008. Interest on an overdue payment stops accruing on the date the district mails or electronically transmits the payment.

Late charges will be assessed by the Harris County Auditor's Office and will be invoiced to the district.

The JJAEP shall refund to the school district all funds paid to reserve student spaces that were not fully used by the district at a rate of \$87.00 for each school day that the space was not used. A refund shall be made to the district on or before September 30, 2009. Refunds under this Agreement will be considered overdue if the JJAEP mails or electronically transmits the refund after September 30, 2009, pursuant to Texas Government Code §2251.021. In accordance with Texas Government Code §2251.025, late refund payments by the JJAEP will begin to accrue interest (on an annual percentage rate "APR" basis) on the date the refund payment becomes overdue. The rate of interest that accrues on an overdue refund payment for the 2008-2009 school year will be the rate defined in §2251.025, which is one percent plus the prime rate as published in the Wall Street Journal on July 1, 2009. Interest on an overdue refund payment stops accruing on the date the JJAEP mails or electronically transmits the refund payment.

Any funds received by the HCJB pursuant to a Contract for Education of Non-Resident Students entered into by and between the HCJB, Deer Park Independent School District and any other Texas school district or between the HCJB, La Porte Independent School District and any other Texas school district shall be used to support the operation of the JJAEP and to reduce the cost of placement of Category B, Category C and Category D students in the JJAEP. Any such funds received under a 2008-2009 school year contract shall be allocated by the HCJB or its designee in the following order: (1) funds will first be allocated to reduce the annual per student operating cost of the JJAEP to \$90.00/day; and (2) any remaining funds will be allocated to reduce the cost of placement of all categories of students in the JJAEP for the 2008-2009 school year based on the pro rata share of total JJAEP attendance days. Any funds allocated back to a school district under this section will be pursuant to review and authorization from the Harris County Auditor's Office.

Any remaining funds held by the JJAEP shall be used at the HCJB's discretion for JJAEP programmatic and administrative purposes.

In the event the JJAEP program secures funding for a 2009 summer school program from the Texas Juvenile Probation Commission or other federal, state, or local sources, districts will be reimbursed the balance of funds allocated for student spaces during summer school.

In the event the JJAEP program or the school district's participation in the program is terminated prior to July 31, 2009, the JJAEP shall refund to the school district funds paid for the unused portion of the district's reserved student spaces.

All payments should be made to the Harris County Treasurer, 1001 Preston - 6th Floor, Houston, Texas 77002.

PURCHASING AGENDA ITEM:

BOARD MEETING DATE:
July 28, 2008

- Title: Contract for KickStart Program at Landrum Middle School
- Administration recommendation: It is recommended that the Board of Trustees approve a contract utilizing the KickStart karate program sponsored by Chuck Norris.
- Authority for this action: Policy CH (Local) requires the Board of Trustees to approve contract awards greater than \$25,000.00.
- Plan addressed: Provide a contract for consulting services due too the following:
- Expansion of outreach parental involvement
 - Increase student involvement in effective and positive programs
 - Provide structured activities after school, Saturdays and in the Summer for at-risk students
- Background: KickStart program will serve low socio-economic students through a karate program. The program will focus on discipline, integrity, commitment, and perseverance. The course will be offered before school, during school, and after school. There will be a minimum of 25 students per class, taking the place of PE.
- The program will provide a qualified instructor, black belt a minimum of 20 class periods per week of karate instruction during the regular school schedule and 4 classes either before or after school and Saturday school. A 4 week summer program will be available.
- Uniform, belts and safety equipment will be provided.
- Impact of this action: The KickStart program will provide a fulltime karate instructor with before school, after school, Saturday and summer programs.
- The karate instructor will hold classes during the day for students in replacement of PE.
 - Students will be provided with a karate uniform and all belts
 - Belt ceremonies will be held to acknowledge student accomplishments, and parents will be invited to attend. This is a large parent involvement component for LMS.
 - This additional program will increase availability of electives for students to participate in a mentally demanding and physically challenging program.

Budget information:

Funds will be disbursed from the Title I, Basic Program Fund and the 21st Century grant budget provided for this purpose. Individual requisitions are not approved by the Purchasing Department without sufficient fund available in the individual department/campus budgets. The estimated total annual expenditure for this contract is \$30,000.00 to be allocated by account as follows.

Budget Code:	<u>08-09 Budget</u>
Landrum Middle School	
211.31.6219.00.041.9.24.0.00	\$15,000.00
(Title I, Basic Programs/Professional Services)	

Landrum Middle School	
265.61.6219.TR.041.9.99.0.00	\$15,000.00
(21 st Century/Professional Services)	

	<u>08-09 Budget</u>
211 - Title I Fund	\$15,000.00
265 - 21 st Century	\$15,000.00

Monitoring and reporting timeline:

Implementation and employee training - August 2008 to July 2009

Resource personnel:

Margie Duffey, Assoc. Supt. For Administration & Personnel
Sofia Petrou, Executive Administrator for Secondary Schools
Luis Pratts, Landrum Middle School Principal

Attachment:

KickStart contract LMS



BUILDING STRONG MORAL CHARACTER
IN OUR YOUTH THROUGH MARTIAL ARTS

KICKSTART is a registered trade name of the
Kick Drugs Out Of America Foundation,
a 501(c)(3) organization, Tax ID No. 52-1706626

February 12, 2008

Chairman
Chuck Norris

Founders' Board
Dennis R. Burman
Myron D. Emery
Bradley S. O'Leary
Steve Scott
Dee Wylie

Board of Directors
Lloyd H. Ford
John Gibson
William J. Hick III
Bronda Love Jones
Tedd Mitchell
Gena Norris

Executive Director
Stephen D. Kalley

Special Advisors
Mike Forshey
Kavin Swales

Houston Advisory Board
William J. Hick III — Chair
Marla Bush
Lora Clemmons
Ed Jones
Bronda Love Jones
Lindsay Love
Michael F. McSpadden
Graham Painter
Cornel Williams
Phyllis Williams

Dallas Advisory Board
Tedd Mitchell — Chair
Juli Mitchell
Kevin Mitchell
Gena Norris
Charlie O'Reilly
Monique Thelesen
Torosa Thompson
Tom Thompson
Keith Yates

www.kick-start.org

Mr. Luis Pratts
Landrum Middle School
2200 Ridgecrest
Houston, TX 77055

Dear Mr. Pratts,

On behalf of Mr. Chuck Norris, we at KICKSTART are very pleased the KICKSTART Martial Arts program will commence in your school during the 2008-2009 school year.

The following are the basic requirements of Landrum Middle School in order for our program to reach its potential impact with the children:

- Private classroom - the Martial Arts classroom must be of adequate size to work with 25 children simultaneously. The classroom becomes a karate "Do-Jo", a safe haven where there is respect paid to the room itself. It should not be right next to a normal classroom since it can sometimes be loud. Tile or linoleum flooring is preferred (carpet does not work well). The room will be used all day as well as after school.
- Exercise/gymnastic mats - the school must provide the Martial Arts classroom a minimum of 4 three-fold exercise or gymnastic mats.
- Secured area - KICKSTART provides equipment for the students to use in the classroom. This equipment is costly and will need to be secured in a lockable closet or cabinet.
- Teacher's desk - the instructor is also a teacher and will require a work area such as a desk and a filing cabinet to store records and papers for each class and student.
- Use of gym or auditorium - occasionally KICKSTART will require the use of the gym or auditorium for belt ceremonies and/or exhibitions.
- Locker room facilities - A location for children to change into their Martial Arts uniform (Gi), because the uniform is an important aspect of the program. The children must be able to change before coming to class.
- Scheduling of children - It is our goal to work with at least 130-150 children per day and it is the school's responsibility to work hard to ensure that the children who take the course the first year are able to continue taking it through all participating grades. After the first year, it is very important that the levels of karate training can remain separately scheduled. Many schools have found assigning the karate class an actual class code for the computer-scheduling program will facilitate in scheduling.
- Welcome to your campus (with proper sign-in) current senior high KICKSTART students to train with the instructor's class during the after-school and/or summer karate program. These students are testing for their Black Belts and/or their upcoming tournaments. These students will assist the instructor and your students as mentor karate students.
- Consistent training - KICKSTART needs to work with the kids as often and regularly as possible. Ideally we like to work with them daily or every other day under block scheduling.

1992 15th Anniversary 2007

427 West 20th Street * Suite 203 * Houston, TX 77008-2432 * (713) 868-8003 * FAX (713) 880-1279
7777 Forest Lane * Building B, Suite 410 * Dallas, TX 75230 * (888) 868-8024 * FAX (877) 863-8685

PURCHASING AGENDA ITEM:

BOARD MEETING DATE:
July 28, 2008

Title: Contract for Project Class Social Skills Program for PK and Kindergarten (K)

Administration recommendation: It is recommended that the Board approve a contract with Houston Achievement Place/Project Class for staff development.

Authority for this action: Policy CH (local) requires the Board of Trustees to approve contract awards greater than \$25,000.00.

Plan addressed: This initiative addresses the District's goal to ensure students a strong foundation in ethics and character development training and materials for new teachers to PK and K. At a District level this initiative is intended to sustain the initiative started last year. In addition, some campuses have chosen to continue the initiative.

Background: Project Class (Children Learning Appropriate Social Skills) develops core foundational social and relationship skills in children 3-5 years old. It strengthens social skills teaching abilities of teachers, paraprofessionals and parents. It integrates music, songs, and movement to accelerate skill development. Components include teacher training, materials and follow-up services.

Impact of this action: This initiative will sustain the work started last year supporting teachers, paraprofessionals, and administrators as it enhances our early childhood program's ability to provide good first teaching in social skills development. Additional project class services may be acquired for campuses staff development.

Budget information: These funds will be disbursed from Gen. Funds/Title and PTA budgets provided for this purpose. Houston Achievement Place will provide an additional \$24,000.00 in funding to cover total cost of \$57,000.00. Individual requisitions are not approved by the Purchasing Department without sufficient funds available in the individual department/campus budgets. Estimated expenditure of this contact is \$57,000.00 to be allocated by accounts as follows:

<u>Budget Code</u>	<u>08-09 Budget</u>
199.13.6219.00.988.9.24.0.80 (Gen. Funds/C&I /Contracted Services/Administration)	\$6,500.00
211.13.6219.00.131.9.24.0.00 (Title 1/C&I /Contracted Services/Bear Blvd.)	\$2,000.00
<u>Budget Code</u>	<u>08-09 Budget</u>
211.13.6219.00.129.9.24.0.00 (Title 1/C&I /Contracted Services/Panda Path)	\$2,000.00
211.13.6219.00.132.9.24.0.00 (Title 1/C&I /Contracted Services/Tiger Trail)	\$3,500.00
211.13.6219.00.128.9.24.0.00 (Title 1/C&I /Contracted Services/Wildcat Way)	\$2,000.00

199.13.6219.00.102.9.99.0.02 (Gen. Funds/C&I /Contracted Services/Bunker Hill)	\$2,000.00
211.13.6219.00.103.9.24.0.00 (Title 1/C&I /Contracted Services/Edgewood)	\$4,000.00
199.13.6219.00.104.9.99.0.04 (Gen. Funds/C&I /Contracted Services/Frostwood)	\$2,000.00
199.13.6219.00.121.9.99.0.21 (Gen. Funds/C&I /Contracted Services/Nottingham)	\$1,000.00
199.13.6219.00.112.9.99.0.12 (Gen. Funds/C&I /Contracted Services/Rummel Creek)	\$2,000.00
211.13.6219.00.122.9.24.0.00 (Title 1/C&I /Contracted Services/Terrace)	\$2,000.00
211.13.6219.00.125.9.24.0.00 (Title 1/C&I /Contracted Services/Treasure Forest)	\$2,000.00
485.23.6219.PA.118.9.99.0.00 (Donations/School Leadership/Contracted Services/Wilchester)	\$2,000.00
Houston Achievement	\$24,000.00

Monitoring and reporting
timeline:

Services to be delivered during the 2008-2009 school year.

Resource personnel:

Patti Pace, Executive Director for Elementary Administrative Services
Eloise Hambright-Brown, Ed.,D., Director, Federal & External Funds
Sharee Cantrell, Early Childhood Director

Attachment:

Professional Service Contracts

Professional Services Contract

Consultant Name or Name of Company:

Houston Achievement Place

Term: This contract is effective as of 08-25-2008 and shall continue in effect until 06-03-2009

Purpose: Rummel Creek Elementary agrees to retain consultant and consultant agrees to Provide services to said campus/department, i.e.: Project Class for Pre-Kindergarten and Kindergarten

Compensation: Rummel Creek Elementary agrees to pay Consultant an estimated amount not to exceed \$ 2000 including reasonable expenses (if applicable) payable during the term. This estimate should not be construed to be a guarantee of either minimum or maximum services as purchases/contracts are dependent upon need and available funding.

Conflict of Interest: Consultant shall note any and all relationships that might be a conflict of interest and include such information with the contract.

Consultant acknowledges receipt and agrees to the terms and condition as outlined in the Campus/Department Professional Services Contract.

Consultant Name: Houston Achievement Place

Signature: [Signature] Date: 6-23-08

Address: 245 West 17th Street City, State, Zip Code: Houston TX 77008

Social Security #

Telephone # 713-868-1943 Fax# 713-868-4823

The Administrator affirms by signing this contract that they have no knowledge of conflict of interest with this transaction.

Principal/Department Head Name & Location: Nancy Harn, Rummel Creek Elementary

Signature: [Signature] Date: 6-23-2008

Telephone # 713-365-5450 Fax# 713-365-5462

RECEIVED
SBSID PRINCIPAL
JUN 23 AM 9:00

Professional Services Contract

RECEIVED
SBISD PURCHASING DEPT

Consultant Name or Name of Company:

JUN 25 AM 7:11

Houston Achievement Place

Term: This contract is effective as of August 1, 2008 and shall continue in effect until June 1, 2009. (Article I)

Purpose: SBISD agrees to retain consultant and consultant agrees to provide services to SBISD, i.e.: Project CHATS services

(Article III)

Compensation: SBISD agrees to pay Consultant an estimated amount not to exceed \$ 2000.00 including reasonable expenses (if applicable) payable during the term. This estimate should not be construed to be a guarantee of either minimum or maximum services as purchases/contracts are dependent upon need and available funding. Contract cannot exceed this amount without prior SBISD written approval. (Article VII)*

Conflict of Interest: Consultant shall note any and all relationships that might be a conflict of interest and include such information with the contract. (Article VIII)

Consultant acknowledges receipt and agrees to the terms and condition as outlined in the SBISD Professional Services Contract.

Consultant Name: Houston Achievement Place

Signature: [Signature] Executive Dir Date: _____

Address: 245 W. 13th St City, State, Zip Code: Houston TX 77002

Social Security #: ED

Telephone # 713-868-1993 Fax# 713-868-4823

The Administrator affirms by signing this contract that they have no knowledge of conflict of interest with this transaction.

Principal/Department Head Name & Location: Carol Emerson, Winchester

Signature: Carol Emerson Date: 6/23/08

Telephone # 713-365-4900 Fax# 713-365-4912

*Contracts over \$10,000 warrant Director of Purchasing signature, prior to execution and authorizing services:

Professional Services Contract

Consultant Name or Name of Company:

Project Class

Term: This contract is effective as of August 2008 and shall continue in effect until May 2009 (Article I)

Purpose: SBISD agrees to retain consultant and consultant agrees to provide services to SBISD, i.e.: Project CLASS (Child Learning Administrative Support)

Skills Services (Article III)

Compensation: SBISD agrees to pay Consultant an estimated amount not to exceed \$ 2,000 including reasonable expenses (if applicable) payable during the term. This estimate should not be construed to be a guarantee of either minimum or maximum services as purchases/contracts are dependent upon need and available funding. Contract cannot exceed this amount without prior SBISD written approval. (Article VII)*

Conflict of Interest: Consultant shall note any and all relationships that might be a conflict of interest and include such information with the contract. (Article VIII)

Consultant acknowledges receipt and agrees to the terms and condition as outlined in the SBISD Professional Services Contract.

Consultant Name: Houston Achievement Place

Signature: [Signature] Date: 6/9/08

Address: 245 W. 17th St City, State, Zip Code: Houston TX 77008

Social Security # _____

Telephone # 713-868-1943 Fax# 713-868-4823

The Administrator affirms by signing this contract that they have no knowledge of conflict of interest with this transaction.

Principal/Department Head Name & Location: Valerie Martinez - Bunker Hill Elem.

Signature: [Signature] Date: 6/17/08

Telephone # 713-365-5050 Fax# 713-365-5059

*Contracts over \$10,000 warrant Director of Purchasing signature, prior to execution and authorizing services:

Professional Services Contract

Consultant Name or Name of Company:

Houston Achievement Place

Term: This contract is effective as of August 25, 2008
shall continue in effect until June 3, 2009 (Article I)

Purpose: Treasure Forest agrees to retain consultant and consultant agrees to provide services to , i.e. Project Class Services
(Article III)

Compensation: Treasure Forest agrees to pay Consultant an estimated amount not to exceed
\$ 2,000.00

Including reasonable expenses (if applicable) payable during the term. This estimate should not be construed to be a guarantee of either minimum or maximum services as purchases/contracts are dependent upon need and available funding. Contract cannot exceed this amount without prior SBISD written approval. (Article VII)*

Conflict of Interest: Consultant shall note any and all relationships that might be a conflict of interest and include such information with the contract. (Article VIII)

Consultant acknowledges receipt and agrees to the terms and condition as outlined in the SBISD Professional Services Contract.

Consultant Name: Houston Achievement Place

Signature: _____ Date: 6-23-2008

Address: 245 West 17th Street City, State, Zip Code: Houston, TX 77088

Social Security # _____

Telephone # 713-868-1943 Fax# 713-868-4823

The Administrator affirms by signing this contract that they have no knowledge of conflict of interest with this transaction.

Principal/Department Head Name & Location: Imelda de la Guardia, Principal

Signature: *Imelda de la Guardia* Date: 6-23-2008

Telephone # 713-613-1720 Fax# 713-613-1724

*Contracts over \$10,000 warrant Director of Purchasing signature, prior to execution and authorizing services:

Fax sent by : 7138684823

HOUSTON ACHIEVEMENT

06-24-08 13:08

Pg: 2/3

Professional Services Contract

Consultant Name or Name of Company:

Houston Achievement Place

Term: This contract is effective as of 08-01-2008 and shall continue in effect until 05-03-2009

Purpose: Treasure Forest ES agrees to retain consultant and consultant agrees to provide services to said campus/department, i.e.: Project Class services

Compensation: Treasure Forest ES agrees to pay Consultant an estimated amount not to exceed \$ 2000 including reasonable expenses (if applicable) payable during the term. This estimate should not be construed to be a guarantee of either minimum or maximum services as purchases/contracts are dependent upon need and available funding.

Conflict of Interest: Consultant shall note any and all relationships that might be a conflict of interest and include such information with the contract.

Consultant acknowledges receipt and agrees to the terms and condition as outlined in the Campus/Department Professional Services Contract.

Consultant Name: Houston Achievement Place

Signature: _____ **Date:** 6-23-08

Address: 245 West 17th Street City, State, Zip Code: Houston TX 77008

Social Security # _____

Telephone # 713-868-1943 **Fax#** 713-868-4823

The Administrator affirms by signing this contract that they have no knowledge of conflict of interest with this transaction.

Principal/Department Head Name & Location: _____

Signature: [Signature] **Date:** _____

Telephone # _____ **Fax#** 713-365-4086

Professional Services Contract

Consultant Name or Name of Company:

Houston Achievement Place

Term: This contract is effective as of August 25, 2008 and shall continue in effect until June 3, 2009 (Article I)

Purpose: SBISD agrees to retain consultant and consultant agrees to provide services to SBISD, i.e.:

Project CLASS (Article III)

Compensation: SBISD agrees to pay Consultant an estimated amount not to exceed \$ 2,000 including reasonable expenses (if applicable) payable during the term. This estimate should not be construed to be a guarantee of either minimum or maximum services as purchases/contracts are dependent upon need and available funding. Contract cannot exceed this amount without prior SBISD written approval. (Article VII)*

Conflict of Interest: Consultant shall note any and all relationships that might be a conflict of interest and include such information with the contract. (Article VIII)

Consultant acknowledges receipt and agrees to the terms and conditions outlined in the SBISD Professional Services Contract.

Consultant Name: Houston Achievement Place

Signature: [Signature] Date: 6/16/08

Address: 241 W 17th St City, State, Zip Code: Houston TX 77008

Social Security # _____

Telephone # 713-868-1943 Fax# 713-868-4823

The Administrator affirms by signing this contract that they have no knowledge of conflict of interest with this transaction.

Principal/Department Head Name & Location: James K. Fells Bear Blvd. School

Signature: [Signature] Date: 6/16/08

Telephone # 713-365-4106 Fax# 713-365-4106

*Contracts over \$10,000 warrant Director of Purchasing signature, prior to execution and authorizing services.

Professional Services Contract

Consultant Name or Name of Company:

Houston Achievement Place

Term: This contract is effective as of 08-25-2008 and shall continue in effect until 06-03-2009

Purpose: Terrace Elementary agrees to retain consultant and consultant agrees to provide services to said campus/department, i.e.: Project Class services

Compensation: Terrace Elementary agrees to pay Consultant an estimated amount not to exceed \$ 2000 including reasonable expenses (if applicable) payable during the term. This estimate should not be construed to be a guarantee of either minimum or maximum services as purchases/contracts are dependent upon need and available funding.

Conflict of Interest: Consultant shall note any and all relationships that might be a conflict of interest and include such information with the contract.

Consultant acknowledges receipt and agrees to the terms and condition as outlined in the Campus/Department Professional Services Contract.

Consultant Name: Houston Achievement Place

Signature: [Signature] Date: 6-23-08

Address: 245 West 17th Street City, State, Zip Code: Houston TX 77008

Social Security # _____

Telephone # 713-868-1943 Fax# 713-868-4823

The Administrator affirms by signing this contract that they have no knowledge of conflict of interest with this transaction.

Principal/Department Head Name & Location: Karen Sanders, Terrace Elementary

Signature: [Signature] Date: 6-23-08

Telephone # 713-329-6400 Fax# 713-329-6406

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6/23 PM 3:37

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PURCHASING DEPT.

JUN 29 2008

Professional Services Contract

Consultant Name or Name of Company:

HOUSTON ACHIEVEMENT PLACE

Term: This contract is effective as of Aug 1, 2008 and shall continue in effect until May 31, 2009 (Article I)

Purpose: SBISD agrees to retain consultant and consultant agrees to provide services to SBISD, i.e.: Project CLASS SERVICES for Tiger Trail (Article III)

Compensation: SBISD agrees to pay Consultant an estimated amount not to exceed \$ 3,500.00 plus reasonable expenses (if applicable) payable during the term. This estimate should not be construed to be a guarantee of either minimum or maximum services as purchases/contracts are dependent upon need and available funding. Contract cannot exceed this amount without prior SBISD written approval. (Article VII)*

Conflict of Interest: Consultant shall note any and all relationships that might be a conflict of interest and include such information with the contract. (Article IX):

Consultant acknowledges receipt and agrees to the terms and condition as outlined in the SBISD Professional Services Contract.

Consultant Name: Houston Achievement PLACE
Signature: [Signature] Executive Director Date: 5/9/08
Address: 245 W. 17th St City, State, Zip Code: HOUSTON TX 77008
EIN
Social Security # _____

Telephone # 713-868-1943 Fax# 713-868-4823

The Administrator affirms by signing this contract that they have no knowledge of conflict of interest with this transaction.

Principal/Department Head Name & Location: Anissa Robinson, Director / The Tiger Trail
Signature: [Signature] Date: 05-14-08
Telephone # 713-365-4575 Fax# 713-365-4578

*Contracts over \$10,000 warrant Executive Administrator of Purchasing & Contracts signature, prior to execution and authorizing services;

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SBISD PURCHASING DEPT
JUN 23 AM 7:23

Professional Services Contract

RECEIVED DIRECTOR OF PURCHASING DEPT

2008 JUN 19 AM 11:47

Consultant Name or Name of Company:

Houston Achievement PACCS

Term: This contract is effective as of August 1, 2008 and shall continue in effect until June 1, 2009 (Article I)

Purpose: SBISD agrees to retain consultant and consultant agrees to provide services to SBISD, i.e.: Provide CLAS SERVICES - in school (Article II)

Compensation: SBISD agrees to pay Consultant an estimated amount not to exceed \$ 2000.00 including reasonable expenses (if applicable) payable during the term. This estimate should not be construed to be a guarantee of either minimum or maximum services as purchases/contracts are dependent upon need and available funding. Contract cannot exceed this amount without prior SBISD written approval. (Article VII)*

Conflict of Interest: Consultant shall note any and all relationships that might be a conflict of interest and include such information with the contract. (Article VIII)

Consultant acknowledges receipt and agrees to the terms and condition as outlined in the SBISD Professional Services Contract.

Consultant Name: Houston Achievement

Signature: [Signature] Date: 6/18/08

Address: 245 W. 17th St City/State, Zip/Co: IN

Social Security #: 7418

Telephone #: 713 865 4443 Fax#: 713 865 4823

The Administrator affirms by signing this contract that they have no knowledge of conflict of interest with this transaction.

Principal/Department Head Name & Location: Frostwood

Signature: [Signature] Date: 6/18/2008

Telephone #: 713-365-5080 Fax#: 713-365-5086

*Contracts over \$10,000 warrant Director of Purchasing signature, prior to execution and authorizing services.

Post-It® Fax Note		7871	Date	6/18/08	# of pages	3
To	Daneen Curran		From	Charon Perry		
Co./Dept.	133 Purchasing		Attn.	Frostwood		
Phone #	713-365-5273		Phone #	112-715-0000		

Consultant Name or Name of Company:

Houston Achievement Place

Term: This contract is effective as of August 15, 2008 and shall continue in effect until June 4, 2009.

Purpose: Wildcat Way School agrees to retain consultant and consultant agrees to
Campus/Department

Provide services to said campus/department, i.e.: To give students a foundation to learn and develop social, emotional, and, relationship skills needed to succeed in life.

Compensation: Wildcat Way School agrees to pay Consultant an estimated amount not to
Campus/Department
agrees to exceed \$ 2,000.00 for half day services.

including reasonable expenses (if applicable) payable during the term. This estimate should not be construed to be a guarantee of either minimum or maximum services as purchases/contracts are dependent upon need and available funding.

Conflict of Interest: Consultant shall note any and all relationships that might be a conflict of interest and include such information with the contract.

Consultant acknowledges receipt and agrees to the terms and condition as outlined in the Campus/Department Professional Services Contract.

Consultant Name: Houston Achievement Place

Signature: [Signature] Executive Director Date: 5/12/08

Address: 245 West 17th Street City, State, Zip Code: Houston, Texas 77008

EIN #
Social Security # _____

Telephone # 713 868-1943 Fax# 713 868-4823

The Administrator affirms by signing this contract that they have no knowledge of conflict of interest with this transaction.

Principal/Department Head Name & Location: Tim Ashford, Director

Signature: [Signature] Date: May 6, 2008

Telephone # 713 365-4740 Fax# 713 365-4745

Professional Services Contract

Consultant Name or Name of Company:

Project/Class: Houston Achievement PLACE

Term: This contract is effective as of August 1, 2008 || continue in effect until July 31, 2009 (Article I)

Purpose: SBISD agrees to retain consultant and consultant agrees to provide services to SBISD, i.e.: Pre-K CLASS full day classes once per week when school is in session for Pre-Kind and Kinder, including training of teachers. (Article III)

Compensation: SBISD agrees to pay Consultant an estimated amount not to exceed \$ 4,000.00 including reasonable expenses (if applicable) payable during the term. This estimate should not be construed to be a guarantee of either minimum or maximum services as purchases/contracts are dependent upon need and available funding. Contract cannot exceed this amount without prior SBISD written approval. (Article VII)*

Conflict of Interest: Consultant shall note any and all relationships that might be a conflict of interest and include such information with the contract. (Article VIII)

Consultant acknowledges receipt and agrees to the terms and condition as outlined in the SBISD Professional Services Contract.

Consultant Name: Houston Achievement PLACE

Signature: [Signature] Executive Director Date: 6/16/08

Address: 245 W. 17th St City, State, Zip Code: HOUSTON TX 77002

ETIN Social Security # _____

Telephone # 713-818-1943 Fax# 713-868-4823

The Administrator affirms by signing this contract that they have no knowledge of conflict of interest with this transaction.

Principal/Department Head Name & Location: Suzanne Mercado/ Edgewood Elem.

Signature: [Signature] Date: 06/18/08

Telephone # 713-365-4010 Fax# 713-365-4007

*Contracts over \$10,000 warrant Director of Purchasing signature, prior to execution and authorizing services:

RECEIVED SBISD PURCHASING DEPT JUN 23 AM 7:37

PURCHASING AGENDA ITEM

BOARD MEETING DATE:
July 28, 2008

Title: Annual Contract for School Nurse (SNAP) Software System

Administration recommendation: It is recommended that the Board of Trustees approve the contract with SNAP Health Center/Professional Software for Nurses, Inc. for SNAP Software.

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve proposal/contract awards greater than \$25,000.00.

Plan addressed: SBISD is looking for a proven, integrated software system to meet district and state requirements for the entering, maintaining and reporting of information related to School Health Services.

This is an annual contract with the option to renew for an additional four (4) years.

Background: SBISD is primarily a Microsoft environment, running Microsoft network operating systems, Microsoft SQL, and primarily Microsoft client software on the client computers. The software will be compatible with the Microsoft products currently used in the district.

Security within the application must be incorporated and designed within the application. A single sign-in process is preferred. SBISD uses Active Directory, (AD) and plans to use AD as a part of its authentication and authorization to the new system.

The contract include software, maintenance, support, data conversion/integration, on-site project management, training and implementation including all cost related to the implementation of a complete turn-key administrative system solution.

Impact of this action: The software will provide the following capabilities:

1. Provide system users and functional managers with the necessary technology, tools, and training to enable them to access the data required to meet county/state mandates.
2. Take advantage of the Internet to the extent possible based on the district's technical infrastructure plan and the capabilities of the SNS solution selected;

3. Provide appropriate and complimentary query, reporting and decision support tools;
4. Integrated system administration facilities including navigation, security, workflow processing, auditing, and job scheduling;
5. Where necessary provide standard interfaces between the SNS solution and SBISD's SIS system.
6. Acquire a system that operates on a platform that is scalable and efficient to manage and operate over time.
7. Provide authoritative systems for single data entry.

Budget information:

Funds will be disbursed from the General Fund, software budget, provided for this purpose. Individual requisitions are not approved by the Purchasing Department without sufficient funds available in the individual department/campus budgets. The estimated expenditure for this purchase is \$73,500.00 to be allocated by accounts as follows:

Budget codes:	08-09 Budget
199.XX.6397.XX.XXX.X.XX.X.XX	\$1,224,599.00
(General Funds/Software budget)	

Resource personnel:

Margie Duffey, Associate Superintendent for Administration & Personnel.
 Kim Lusk, Lead Nurse
 Mark Maxwell, Director of Information Management Technology.
 Trudy Murota, Manager/Compliance Officer
 Barbara Robillard, Director of Purchasing

Attachments:

Proposal tabulation #8619P

PROPOSAL NO: 8619P
 PROPOSAL DATE:
 5/27/2008

PROPOSAL TABULATION
 Staff Member Requesting This Item:
 Kim Lusk, Lead Nurse

SPRING BRANCH I.S.D.
 PROPOSALS ON: Annual Contract For
 School Nurse Software

11.1.0 Cost by module with a brief description of the module.

Module	Core or Optional	Description	Health Master Cost	SNAP Health Center Cost	Nurse's Aide Cost
HealthOffice 5.5	Core	Electronic Medical Record Software - 53 Annual Licenses Year 2 Year 3 Year 4 Year 5	23,850.00 23,850.00 23,850.00 23,850.00 23,850.00		
HealthOffice 5.5	Optional	Electronic Medical Record Software - 53 Annual Licenses Year 2 Year 3 Year 4 Year 5	63,547.00 0.00 0.00 0.00 0.00		
SNAP, Health Center	Core	School Nurse software for 44 schools and 44 users. \$1,175 per school & user.		45,100.00	
Additional Users	Core	9 Additional users \$379 each		3,411.00	
SNAP Live	Core	Automatic data mining software for SASI database. \$150 per school		6,600.00	
IHP Tool User Licenses	Core	Licenses for 18 simultaneous user to create/edit IHP's		3,582.00	
SNAP Satellite	Optional	Licenses for 44 users on PDA's		declined	
Texas State Reports	Core	Immunizations, AN, Hearing, Vision and Spinal screenings. To be developed on this contract		2,307.00	
Nurse's Aide (XP)	Core	All Program features except Care Plans			\$699/ computer
NIC/NOC	Optional	Licensing to use NIC/NOC to generate Care Plans			\$750/ district
Installation and data import	Core	Database set up, configuration and data import. Application configuration.			\$150/ computer
Training	Optional	4 hour sessions with maximum of 12 persons per session			\$599/ session
Training expenses travel and materials	Optional	Variable - depending on number of sessions			\$800/ trip

SPRING BRANCH I.S.D. PROPOSALS ON: Annual Contract For School Nurse Software		PROPOSAL TABULATION Staff Member Requesting This Item: Kim Lusk, Lead Nurse		PROPOSAL NO: 8619P PROPOSAL DATE: 5/27/2008	
Total Cost excluding hardware for core modules to be fully implemented					
			Health Master Cost	SNAP Cost	Nurse's Aide Cost
53 Annual Licenses and four 2 day on-site training sessions.	1 st . Year cost		37,750.00		
Optional 53 License Perpetual and four 2 day on-site training sessions	1 st . Year cost		77,447.00		
	5 Years cost		123,203.00		
SNAP Health Center				61,000.00	
Train the Trainer	5 day class for 10 SBISD trainers & IT staff			12,500.00	
Our pricing is based on per computer usage of the software					√
Nurse's Aide (XP) program	\$699 x 53 computers	\$37,047			37,047.00
NIC/NOC (optional)	\$750/district	\$750			750.00
Installation, including import of data	\$150 x 53 computers	\$7,950			7,950.00
Training (optional)	\$599 x 3 sessions (36 users **) \$1,797 ** Assuming a train-the-trainer set-up. If training is desired for all 53 users, this would increase to 5 sessions (12 users/session) at \$2,995				2,995.00
Training Expenses - travel and materials (optional)	\$800/trip*** if more than one trip is necessary for training, additional travel expenses would be incurred.				800.00

SPRING BRANCH I.S.D. PROPOSAL NO: 8619P PROPOSALS ON: Annual Contract For PROPOSAL DATE: 5/27/2008 School Nurse Software Staff Member Requesting This Item: Kim Lusk, Lead Nurse							
11.8.0 This contract is for a "lump-sum-turn key" project, including, but not limited to: all labor; supervision; services; insurance; all code requirements, materials, equipment supply; and the complete cleanup of all related debris following completion of work.							
Description	<table border="1"> <tr> <td style="text-align: center;">Health Master Cost</td> <td style="text-align: center;">SNAP Cost</td> <td style="text-align: center;">Nurse's Aide Cost</td> </tr> <tr> <td style="text-align: center;">37,750.00</td> <td style="text-align: center;">73,500.00</td> <td style="text-align: center;">48,344.00</td> </tr> </table>	Health Master Cost	SNAP Cost	Nurse's Aide Cost	37,750.00	73,500.00	48,344.00
Health Master Cost	SNAP Cost	Nurse's Aide Cost					
37,750.00	73,500.00	48,344.00					
1St. Yeart cost (53 Annual Licenses Quote with training)							
It is recommended that the contract be awarded to the most qualified proposer .							

Budget code 199.XX.6397.XX.XXX.X.XX.X.XX
 Estimated amount: \$73,500.00

School Nurse Supply, Inc.	No Bid Letter . They do not carry this kind of product .
---------------------------	--

Health Master Holdings LLC
 SNAP Health Center/Professional Software for Nurses, Inc.
 School Nurse Supply, Inc.
 Nurses Aide, LLC

PROPOSAL NO: 8619P
PROPOSAL DATE:
5/27/2008

PROPOSAL TABULATION
Staff Member Requesting This Item:
Kim Lusk, Lead Nurse

SPRING BRANCH I.S.D.
PROPOSALS ON: Annual Contract For
School Nurse Software

Cost for any maintenance, upgrade, and/or support costs associated with your product and period of time for the costs.

Description	Time Frame	Health Master Cost	SNAP Cost	Nurse's Aide Cost
Included in annual license fee.	Year 1 Year 2 Year 3 Year 4 Year 5	0.00 0.00 0.00 0.00 0.00		
Optional Perpetual License Quote	Support fee is yearly after 1st. Year Year 1 Year 2 Year 3 Year 4 Year 5	0.00 11,439.00 11,439.00 11,439.00 11,439.00		
Year 2 Support and Maintenance for 44 schools \$265 per school	9/1/2009 - 8/31/2010 Year 1 Year 2 Year 3 Year 4 Year 5		0.00 11,660.00 0.00 0.00 0.00	
Year 3 Support and Maintenance for 44 schools \$279 per school	9/1/2010 - 8/31/2011 Year 1 Year 2 Year 3 Year 4 Year 5		0.00 0.00 12,276.00 0.00 0.00	
Year 4 Support and Maintenance for 44 schools \$289 per school	9/1/2011 - 8/31/2012 Year 1 Year 2 Year 3 Year 4 Year 5		0.00 0.00 0.00 12,716.00 0.00	

SPRING BRANCH I.S.D. PROPOSALS ON: Annual Contract For School Nurse Software		PROPOSAL TABULATION Staff Member Requesting This Item: Kim Lusk, Lead Nurse		PROPOSAL NO: 8619P PROPOSAL DATE: 5/27/2008	
Cost for any maintenance, upgrade, and/or support costs associated with your product and period of time for the costs. CONTINUED					
Description	Time Frame	Health Master Cost	SNAP Cost	Nurse's Aide Cost	
Year 5 Support and Maintenance for 44 schools \$299 per school	9/1/2012 - 8/31/2013 Year 1 Year 2 Year 3 Year 4 Year 5		0.00 0.00 0.00 0.00 13,156.00		
Annual updates/support	After 1st Year Year 1 Year 2 Year 3 Year 4 Year 5			0.00 \$150/computer \$150/computer \$150/computer	
NIC/NOC licenses (optional)	After 1st Year Year 1 Year 2 Year 3 Year 4 Year 5			0.00 \$750/district \$750/district \$750/district \$750/district	

PURCHASING AGENDA ITEM:

BOARD MEETING DATE:
July 28, 2008

Title: Contract for Printing of the Spring Branch Current

Administration recommendation: It is recommended that the Board approve a contract to the University of Houston Printing Service for the printing of the Spring Branch Current newsletter.

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve contract awards greater than \$25,000.00.

Sections 791.001 to 791.029 of the Texas Local Government Code permits school districts to participate in Interlocal Cooperation Agreements. The Board has previously approved the District's Interlocal Agreement with the University of Houston for Printing Services.

Plan addressed: The Purchasing Department utilizes the University of Houston sponsored Texas Cooperative Program for a variety of printing services which are highly beneficial to the District. This agreement also provides services and specialized equipment at competitive prices in compliance with the Texas Education Code Competitive Bid laws.

Background: The Communications Department publishes a variety of newsletters to inform our Stake Holders of District activities and projects as a part of vital Community Relations.

Impact of this action: To optimize productivity and district resources by utilizing expertise and state of the art capabilities which promote efficiency and economy in the acquisition of goods and services.

Budget information: Funds will be disbursed from the General Fund, Communications printing and dissemination budget provided for this purpose. Individual requisitions are not approved by the Purchasing Department without sufficient funds available in the individual department budgets. The estimated annual expenditure for printing services is \$26,820.00 to be allocated by account as follows:

Budget Code:	<u>08/09 Budget</u>
199.41.6399.01.721.9.99.0.G3	\$37,776.00
(Gen. Funds/Printing and Dissemination)	

Monitoring and reporting timeline: The University of Houston requires no annual membership fees. Services will be evaluated throughout the year.

Resource personnel: Linda Buchman, Community Relations Officer
Steve Brunsman, Manager of Communications

Attachments: None

PURCHASING AGENDA ITEM:

BOARD MEETING DATE:
July 28, 2008

Title: Standardized Testing Services for 2008-2009

Administration recommendation: It is recommended that the Board approve contract awards to the testing vendors on the attached list who will be providing sole source testing materials for the 2008-2009 school year.

Authority for this action: Policy CH (Local) requires the Board of Trustees to approve contracts greater than \$25,000.00.

The various testing vendors conform to Texas Education Code, Sub Chapter B of Section 44.031 as Sole Source Suppliers.

Plan addressed: Standardized testing occurs every year to assure compliance with identification of students for special programs, as well as state required testing such as Texas Assessment of Knowledge and Skills (TAKS), Credit by Examination, Texas Assessment of Academic Skills (TAAS), etc.

Background: Many programs and campuses order testing materials. English as a Second Language (ESL)/Bilingual, Spring Branch Program for Improving Reasoning and Accelerating Learning (SPIRAL), dual language programs, campuses, and other special programs request standardized tests to meet their program needs and mandated requirements.

Impact of this action: The benefit to students is very important because assessment results are used to inform instruction. The laws for program evaluation and state accountability ratings often require these tests.

Budget information: These funds will be disbursed from the General Fund, campus/ departments supplies budgets provided for this purpose. Individual requisitions are not approved by the Purchasing Department without sufficient funds available in the individual department/campus budgets. The annual estimated expenditure for testing services is \$181,300.00 to be allocated by account as follows:

Budget.Code:	<u>08/09 Budget</u>
199.11.6339.00.XXX.9.11.0.69	\$196,672.00
(Gen. Funds/Campus/Department Testing Supplies)	

Monitoring and reporting timeline: These contracts will be reviewed annually.

Resource personnel: Jennifer Blaine, Ed.D., Associate Superintendent for Curriculum & Instruction
Keith Haffey, Ed.D., Exec. Director of Accountability and Research

Attachment: Testing vendor list
Sole source letters

ESTIMATED TESTING EXPENSES

Test Name/Vendor	Amount
American College Test, Inc.	15,500.00
Ballard & Tighe	200.00
The College Board	40,000.00
District Benchmark Test Printing	65,000.00
Harcourt Brace Educational Measurement	8,100.00
NCS Pearson	22,000.00
Orbit - Pacific Learning	100.00
Pearson Education	9,500.00
ProEd	100.00
Riverside Publishing Company	13,500.00
Texas Tech University	6,000.00
VORT	100.00
University of Michigan	100.00
University of Texas	100.00
Wordsmiths Publishers	1,000.00
TOTAL	181,300.00



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June 12, 2008

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 IDEA Early Literacy Reading & Writing English Test Set
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Sincerely,

A handwritten signature in black ink that reads "Robert B. Batson".

Robert B. Batson

Vice President Finance and Operations

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JUN 29 AM 7:39



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Sincerely,

PRO-ED Customer Service

JAMES R. WISE
[Handwritten Signature]

PEARSON

Richard Hrazanek
Supervisor, Adoption Administration

PEARSON
Curriculum Group
1 Lake St.
Upper Saddle River, NJ 07458

TEL (201) 236-6897
FAX (201) 236-5608

richard.hrazanek@pearson.com
www.pearson.com

June 23, 2008

Ms. Daneen Curran
Spring Branch Independent School District
Purchasing Department
1031 Witte Rd., Building E
Houston, TX 77055-6016

Dear Ms. Curran:

This letter is to confirm that Pearson Education, Inc., publishing as the Pearson Learning Group, is the sole source for Development Reading Assessment Grades 1-5, and that the Program is sold and distributed exclusively by Pearson Education. The Instructional Program, taken as a whole, must be purchased directly by institutions from Pearson Education.

We have carefully reviewed the Texas Education Code, Subchapter B, Sec. 44.031 and believe that we meet and comply with Section (j) and (k) of the aforementioned code for the sale of the Instructional Program. The items you are requesting to purchase are components of the Program and are designed to be used together with the other components of the Program for instructional purposes; however, such items may be available through another vendor separately (that is, apart from the Program available only by the Company). The Company believes that the educational value of such items that are or may be sold by another vendor separately will be diminished. Further, we are not aware of any other instructional program available for purchase that is identical to the Instructional Program available from Pearson Education

Federal ID # 22-1603684

Order and quote requests for Pearson Learning Group and/or the above mentioned imprints should go to:

Pearson Curriculum Customer Service Center
145 South Mt. Zion Road
P.O. Box 2500
Lebanon, IN 46052
Telephone: (800) 321-3106
FAX: (800) 393-3156

Payments should be mailed to Pearson Curriculum, P.O. Box 409496, Atlanta, GA 30384-9496.

Bids and RFP's should be mailed to Pearson Curriculum, Adoption Administration, 1 Lake St., Upper Saddle River, NJ 07458.

If you have any questions, please call me at (201) 236-6897.

Sincerely,



Richard Hrazanek
Regional Adoption Administrator

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May 7, 2008

Daneen Curran
1031 Witte Road, Building E
Houston, TX 77055

Re: Sole Source Justification

Dear Ms. Curran,

This letter is to affirm that the College Board is the sole source owner of the following Programs, examinations, publications, and software, which include tangible and intangible related services and materials collectively referred to as "Official College Board Offerings". Such Official College Board offerings include without limitation the following: Advanced Placement Programs, AP, AP Central, AP Potential, Pre AP, AP Vertical Teams, Accuplacer, CLEP, PSAT/NMSQT, PSSS, Recruitment PLUS, SAT, SAT Readiness Program, SAT Reasoning Test, SAT Subject Test, CollegED, SpringBoard, APSI, and MyRoad.

Feel free to contact the undersigned if you should have any questions or concerns. We thank you for the opportunity to utilize College Board Offerings to help your students connect to college success.

Regards,

Kea Waithe
Director of Publications/ Fulfillment
The College Board
45 Columbus Avenue
New York, NY 10023-6992
(212) 713-8165 phone
(212) 713-8143 fax



June 3, 2008

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Thank you for your interest in Pacific Learning's products. If you wish to receive additional information, please contact the Pacific Learning office at (800) 279-0737.

Sincerely,

Cindy Carter
Office Manager

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This list is valid until December 31, 2007. We hope this information will be helpful to you. Should you have any questions, please feel free to contact Customer Service at 800.323.9540.

Sincerely,

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A HOUGHTON MIFFLIN COMPANY

3800 Golf Road, Suite 100
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May 2007

Customer Service
800.323.9540

To Whom It May Concern:

General
800.767.8420

We are writing in reference to your request for the "SOLE SOURCE VENDOR" information regarding products you wish to purchase from Riverside Publishing. Riverside Publishing is the Sole Source Vendor in the United States for the following products:

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Voice: (650) 322-8282
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June 13, 2008

FAX (consisting of this one page)

TO : 713-365-5214

Attention Deneen

Spring Branch ISD

Spring Branch, TX 77024

Dear Deneen,

Per your request, please accept this letter as confirmation that VORT is the publisher and original/sole source for all of our products listed in our catalog and on our Web site, including the HELP (Hawaii Early Learning Profile) products (ages birth to six years), including the HELP Strands, Inside HELP, the HELP Charts, the HELP Checklist, the HELP Activity Guide, HELP at Home, and all the HELP for Preschoolers materials, etc. HELP and Hawaii Early Learning Profile are registered trademarks of VORT Corporation.

All our materials are copyrighted. Our prices are uniform and effective January 1, 2008. Our terms are Net 30, FOB Menlo Park, CA. We charge 10% for normal shipping/handling(12% UPS). All materials are in stock and available for immediate shipment. Please let me know if you need any other information, and we look forward to receiving your order.

Thank you.

Sincerely,



Thomas D. Holt
President



June 12, 2008

Spring Branch ISD
 Daneen Kern
 1031 Witte Road, Building E
 Houston, TX 77055-6016
 713-365-5233 ext. 2341
 713-365-5234 (fax)

Dear Ms. Kern:

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We appreciate your interest in HMH Supplemental Publishers Inc. programs. We look forward to continuing business with you in the near future. Please feel free to call with any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Dawn Wilkes'.

A. Dawn Wilkes
 Adoptions Project Coordinator
 877-696-7389 ext. 3369
 877-265-2730
HABids.a.harcourt.com

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Educational Measurement, State Services
Pearson
400 Center Ridge Drive - Ste. E
Austin, TX 78753
Telephone: 512-989-5300
Fax: 512-989-5376

Academic Year 2007-2008

To: To the School Official Addressed

Re: Sole Source Provider

The Educational Measurement group of Pearson ("Pearson") is the Prime Contractor for the Texas Education Agency ("TEA") under the following State Contracts:

- *Contract # 1461 – Contracted Services for Student Assessment 2005 – 2010*
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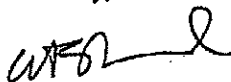
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Questions regarding copyright information may be directed to the Student Assessment Division of the TEA at 512-463-9536.

Sincerely,



Walter Sherwood
Vice President, Texas Assessment Program
Educational Measurement

Spring Branch Independent School District
Purchasing Department
1031 Witte Rd., Building E
Houston, TX 77055-6016

Attention:

Subject: Confirmation of Sole Source Compliance by Vendor

Texas Education Code Subchapter B., Sec. 44.031

- (j) Without complying with Subsection (a), the board of trustees of a school district may purchase an item that is available from only one source, including:
 - (1) an item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly;
 - (2) a film, manuscript, or book;
 - (3) a utility service, including electricity, gas, or water; and
 - (4) a captive replacement part or component for equipment.
- (k) The exceptions provided by Subsection (j) do not apply to mainframe data-processing equipment and peripheral attachments with a single-item purchase price in excess of \$15,000.

We have carefully reviewed the Texas Education Code Subchapter B., Sec. 44.031 and hereby certify that we meet and comply with Sections (j) and (k) of the aforementioned code for the sale of

We further certify that pricing offered to SBISD is the lowest pricing available to similar customers.

Company American College Test, Inc
 Address 301 Act Circle Drive PO Box 168
 Address Towa City IA 52243
 Telephone No. 319/337-1510 Fax No. 319/339-3029
 Authorized Signature *J. McCallum*
 Title Director - Test Administration
 Date June 24, 2008

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