



Agenda of Regular

The Board of Trustees McAllen Independent School District

VISION	The McAllen Independent School District is a multicultural community in which students are enthusiastically and actively engaged in the learning process. Students demonstrate academic excellence in a safe, nurturing and challenging environment enhanced by technology and the contributions of the total community.
MISSION	The mission of the McAllen Independent School District is to educate all students to become lifelong learners and productive citizens in a global society through a program of educational excellence utilizing technology and actively involving parents and the community.
GOALS	1. Student Achievement/Student Focus 2. People Development 3. Facility Priorities 4. Financial Priorities
STRATEGIES	1. Branding 2. Attract/Retain High Quality Staff 3. Engaging Learning Environment 4. Rigorous/World Class Standards to Customize for Every Learner 5. Partnerships with Business/Civic/Education/Organizations 6. Future Ready Students 7. Financial Priorities

A Regular of the Board of Trustees of the McAllen Independent School District will be held Monday, January 19, 2004, beginning at 6:00 PM Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, TX 78501.

Items listed on this agenda may be taken in an order other than as shown on this agenda. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

At this meeting there may be discussion and action by the Board on the item(s) and subject(s) listed as follows:

1. Convene In Open Session
2. Invocation/Pledge of Allegiance
 - A) District Resignations for School Year 2003-2004
 - B) District Recommendations for School Year 2003-2004
 - C) Report of New Hires and Resignations of Classified Personnel for 2003-2004(For Information Only)
 - D) Evaluation and Duties of Interim Superintendent
3. Adjourn to Closed Session

Description: Board of Trustees may go into Closed Session pursuant to Sections 551.071 and 551.074 Texas Government Code to discuss the following:

- A) Resolution of Level Three Grievance Hearing of Guadalupe Garcia

B) Pending or Contemplated Litigations	
C) District Resignations for School Year 2003-2004	7
D) District Recommendations for School Year 2003-2004	9
E) District Recommendation for Interim Principal for the Instruction and Guidance Center	12
F) Report of New Hires and Resignations of Classified Personnel for 2003-2004(For Information Only)	14
G) Summative Evaluation of Interim Superintendent	16
4. Reconvene in Open Session	
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B) Pending or Contemplated Litigations	
C) District Resignations for School Year 2003-2004	22
D) District Recommendations for School Year 2003-2004	24
E) District Recommendation for Interim Principal for the Instruction and Guidance Center	27
F) Report of New Hires and Resignations of Classified Personnel for 2003-2004(For Information Only)	29
5. Open Forum	
A) Approval of Minutes	
1. Special Board Meeting August 25, 2003 5:30 PM	
B) CATE - Health Science Program and Affiliation Agreements	
Presenter: Dr. Mike Barrera	
C) Approval of Revised Nurse Job Descriptions	
Presenter: Dr. Hughes	
D) Resolution and Order for Lease of Mineral Rights	
Presenter: Hector Zuniga	
E) Approve Change Order No. 1 for the HVAC Modifications to Rowe High School Natatorium	
Presenter: Ramiro Vela	
F) Bid No. 2558 - Printing Services	
Presenter: Peggy Fiveash	
G) Amendment to Award of Bid No. 3646 - Social Studies Equipment, Supplies and Materials Catalog Bid	
Presenter: Mick West	
H) Bid No. 4529 - Musical Instrument Supplies Catalog Bid	
Presenter: Dr. Matthew Weber	
I) Bid No. 4552 - Commerical Appliance Installation, Maintenance and Repair Services	
Presenter: Carmen Ocanas-Lerma ²	

- J) Bid No. 4561 - School and Office Furniture
Presenter: Lorena Pequeno
- K) Bid No. 4564 - Brand Name Pizza Products
Presenter: Carmen Ocanas-Lerma
- L) Bid No. 4565 - School Bus Air Condition Units Purchase and Installation Services
Presenter: Carlos Vargas
- M) Interlocal Cooperative Agreement Purchase 4574 - Laptops for Early Childhood Teachers
Presenter: Lori Schlesinger
- N) CISV Request for Offers 4570 - E-Rate 2004 Networking Equipment and Hardware
Presenter: Jorge Herrera
- O) CISV Request for Offers 4571 - E-Rate 2004 Servers and Hardware
Presenter: Jorge Herrera
- P) CISV Request for Offers 4572 - E-Rate 2004 Software
Presenter: Jorge Herrera
- Q) RFP No. 4569 - Web Publishing and Storage Services
Presenter: Carmen Garcia
- R) Interim Superintendent's Travel
Presenter: Yolanda Chapa
- S) Renewal of Agreement for Request for Qualifications No. 3581 - 504 Consulting Services
Presenter: Dr. Martha A. Cantu
- T) Use of 1997 Bond Money for Five Elementary Campuses
Presenter: Ramiro Vela
- U) Approve Cancellation of Contracts with Ashley Humphries & Sanchez/Pfluger Associates, P.L.L.C. and Boultinghouse Simpson & Associates, Inc.
Presenter: Ramiro Vela
- V) Interlocal Agreement Purchase No. 4575 - McAllen ISD Police Department Communications Equipment and Installation Through HGAC
Presenter: Cris Esquivel
- W) E-Rate 2004 Network Cabling Services through the Texsa Cooperative Purchasing Network
Presenter: Jorge Herrera
- X) Renewal of Interlocal Cooperative Agreement Between McAllen ISD and Aldine Consortium for Medicaid Administrative Claiming Services
Presenter: Peggy Fiveash
- Y) Process for Selection and/or Possible Announcement of Name of Finalist for Superintendent

A) Recognition of McAllen ISD School Board of Trustees	31
Presenter: Norma Zamora-Guerra	
7. Consent Agenda	
A) Approval of Minutes	
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2. Special Board Meeting August 25, 2003 6:00 PM	
3. Regular Board Meeting August 25, 2003 6:30 PM	
4. Special Board Meeting August 29, 2003 3:30 PM	
5. Special Board Meeting Sept. 3, 2003 5:30 PM	
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C) Resolution and Order for Lease of Mineral Rights	60
Presenter: Hector Zuniga	
D) Approve Change Order No. 1 for the HVAC Modifications to Rowe High School Natatorium	68
Presenter: Ramiro Vela	
E) Bid No. 2558 - Printing Services	76
Presenter: Peggy Fiveash	
F) Amendment to Award of Bid No. 3646 - Social Studies Equipment, Supplies and Materials Catalog Bid	77
Presenter: Mick West	
G) Bid No. 4529 - Musical Instrument Supplies Catalog Bid	104
Presenter: Dr. Matthew Weber	
H) Bid No. 4552 - Commercial Appliance Installation, Maintenance and Repair Services	105
Presenter: Carmen Ocanas-Lerma	
I) Bid No. 4561 - School and Office Furniture	112
Presenter: Lorena Pequeno	
J) Bid No. 4564 - Brand Name Pizza Products	150
Presenter: Carmen Ocanas-Lerma	
K) Bid No. 4565 - School Bus Air Condition Units Purchase and Installation Services	155
Presenter: Carlos Vargas	
L) Interlocal Cooperative Agreement Purchase 4574 - Laptops for Early Childhood Teachers	158
Presenter: Lori Schlesinger	
M) CISV Request for Offers 4570 - E-Rate 2004 Networking Equipment and Hardware	161
Presenter: Jorge Herrera	

N) CISV Request for Offers 4571 - E-Rate 2004 Servers and Hardware	162
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O) CISV Request for Offers 4572 - E-Rate 2004 Software	163
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R) Renewal of Interlocal Cooperative Agreement Between McAllen ISD and Aldine Consortium for Medicaid Administrative Claiming Services	166
Presenter: Peggy Fiveash	
S) Interim Superintendent's Travel	167
Presenter: Yolanda Chapa	
8. Financial Statements and Report of Independent Certified Public Accountants for the Year Ended August 31, 2003 and Compiled Financial Statement for Successor-In-Interest of Hidalgo/Kenedy County Education District for the Year Ended August 31, 2003	171
Presenter: Georgia Loidl	
9. Approval of Summative Evaluation Instrument	172
10. Revision of Board Policy BBF(LOCAL) Board Members: Ethics	178
Presenter: Dr. Paul Mann	
11. Renewal of Agreement for Request for Qualifications No. 3581 - 504 Consulting Services	183
Presenter: Dr. Martha A. Cantu	
12. Use of 1997 Bond Money for Five Elementary Campuses	198
Presenter: Ramiro Vela	
13. Approve Cancellation of Contracts with Ashely Humphries & Sanchez/Pfluger Associates, P.L.L.C. and Boultinghouse Simpson & Associates, Inc.	204
Presenter: Ramiro Vela	
14. Interlocal Agreement Purchase No. 4575 - McAllen ISD Police Department Communications Equipment and Installation Through HGAC	241
Presenter: Cris Esquivel	
15. Process for Selection and/or Possible Announcement of Name of Finalist for Superintendent	243
16. Summative Evaluation of Interim Superintendent	249
17. Interim Superintendent's Report	
A) Proposed Bond Committee	
B) Mid-Winter Conference	

- C) State Audit for the Department of Food Services
- 18. Schedule of Future Meetings
 - A) Regular Board Meeting February 9, 2004
 - B) Regular Board Meeting February 23, 2004
- 19. Session for further discussion regarding agenda items listed.
- 20. Open Session: Board of Trustees may reconvene into Open Session for discussion regarding the agenda items listed.
- 21. Adjournment
- 22. Notice was posted on the 15th day of January 2004 at 4:00 PM and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

DATE: January 19, 2004 AGENDA ITEM NO. 3-C RELATED PAGE(S) 3
SUBJECT: District Resignations for School Year 2003-2004

**BACKGROUND INFORMATION REASON FOR BOARD
CONSIDERATION:**

Recommendations and resignations are made to address staffing needs. Candidates have been evaluated by the Personnel Department, instructional supervisors, and respective campus principals.

ADMINISTRATIVE CONSIDERATION/FACTS AND ANSWERS:

Considerations are made in accordance with Board Policy DC (LEGAL).

RECOMMENDED BOARD ACTION:

This item is for information only. No Board action required.

SUBMITTED BY: Dr. Eva Peña-Hughes, Executive Director
Special Projects/Human Resources

SUPERVISOR: Clyde Lyons, Assistant Superintendent
Business/Finance

Approved for presentation to the Board of Education:

*For further information, contact
Dr. Eva Peña-Hughes
618-6055 - Office
eva_hughes@mcallen.isd.tenet.edu

E. Chapa
Interim Superintendent of Schools

1-13-04
Date

TEACHERS/PROFESSIONAL NON-TEACHING PERSONNEL:

NAME	ASSIGNMENT	LOCATION	EFFECTIVE DATE	REASON
Avila, Genoveva	Special Education SC	Zavala Elementary	12/18/03	Retirement
Casares, Frank	Business	Jackson Elementary	12/09/03	Military Leave
Casas, Esther	Counselor	Fields Elementary	11/18/03	Deceased
Del Angel, Antonio	Data Processing Manager	Information Systems	11/21/03	Deceased
Franz, Elia	K Bilingual	Jackson Elementary	12/31/03	Retirement
Garcia, Maria E.	PK Bilingual	Jackson Elementary	01/13/04	Recovering from surgery
Heartfield, Francesca I.	English	McAllen High	12/18/03	Retirement-Social Security Loophole/Premont
Knudson, Alda Diana	PTS	McAllen High	12/18/03	Retirement-Social Security Loophole/Premont
Lindsey-Cardenas, Marissa	1st Bilingual	Wilson Elementary	12/19/03	Health
Menchaca, Joe M.	Head Band Director	Rowe High	12/19/03	Retirement
Munoz, Daniel A.	Mathematics	I&G Center	12/19/03	Work with US Customs
Olivares, Veronica	Special Education SC	Rayburn Elementary	11/26/03	Relocating to Brownsville
Ortez, Mayela A.	Counselor	Options Elementary	12/19/03	Work elsewhere
Willits, Sharon	2 nd Regular	Milam Elementary	12/15/03	Retirement

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

DATE: January 19, 2004 AGENDA ITEM NO. 3-D RELATED PAGE(S) 5-6
SUBJECT: District Recommendations for School Year 2003-2004

**BACKGROUND INFORMATION REASON FOR BOARD
CONSIDERATION:**

Recommendations and resignations are made to address staffing needs. Candidates have been evaluated by the Personnel Department, instructional supervisors and respective campus principals.

ADMINISTRATIVE CONSIDERATION/FACTS AND ANSWERS:

Considerations are made in accordance with Board Policy DC (LEGAL).

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the District's recommendations for School Year 2003-2004.

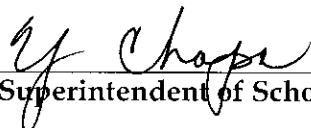

SUBMITTED BY: Dr. Eva Peña-Hughes, Executive Director
Special Projects/Human Resources


SUPERVISOR: Clyde Lyons, Assistant Superintendent
Business/Finance

Approved for presentation to the Board of Education:

*For further information, contact
Dr. Eva Peña-Hughes

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eva_hughes@mcallen.isd.tenet.edu


Interim Superintendent of Schools

1-13-04
Date

RECOMMENDATION OF TEACHERS (ELEMENTARY):

<u>NAME/SCHOOL/ ASSIGNMENT</u>	<u>YEARS OF EXPERIENCE</u>	<u>CERTIFICATE/ LICENSE</u>	<u>DEGREE DATE MAJOR/MINOR INSTITUTION GRADE POINT AVERAGE</u>	<u>REPLACING</u>
Cantu, Lilliana Kinder Bilingual Jackson Elementary Effective: 01/12/04	0 years	Texas • EC-4 Bilingual	B.A. Degree December 19, 2003 Bilingual/Early Childhood University of Texas Pan American GPA: 3.01	Elia Franz - Retirement
Campos, Myrna PK Bilingual Jackson Elementary Effective: 01/12/04	0 years	Texas • EC-4 Bilingual	B.A. Degree December 19, 2003 Interdisciplinary Studies/Bilingual University of Texas Pan American GPA: 3.05	Maria Garcia - Resigned due to her health and recovering from surgery
Gonzalez, Maria Elena 1 st Bilingual Wilson Elementary Effective: 01/12/04	0 years	Texas • EC-4 Bilingual	B.A. Degree December 19, 2003 Interdisciplinary Studies/Bilingual University of Texas Pan American GPA: 3.25	Marissa Lindsey- Cardenas - Resigned for health reasons
Gonzalez, Cynthia Parent Training Specialist Houston Elementary Effective: 01/14/04	5 years 5 PSJA ISD	Non - required degree requirements met	B.A. Degree August 14, 2003 Psychology/Spanish University of Texas Pan American GPA: 2.24	Mary Zavala - Resigned to work in Donna ISD
Moreno, Veronica Special Education Rayburn Elementary Effective: 12/17/03	9 years 3 McAllen ISD 4 Edinburg CISD 2 La Joya	Texas • Elementary Self- Contained 1-8 • Special Education PK-12 • Bilingual/ESL/Spanish PK-12	B.A. Degree May 13, 1990 Accounting University of Texas Pan American GPA: 2.57	Veronica Olivares - Resigned and relocated to Brownsville
Ramirez, Michael Literacy Interventionist Houston Elementary Effective: 01/14/04	0 years	Texas • EC-4 Generalist	B.A. Degree December 19, 2003 Interdisciplinary Studies/Early Childhood University of Texas Pan American GPA: 3.46	Grant position

RECOMMENDATION OF TEACHERS (SECONDARY):

<u>NAME/SCHOOL/ ASSIGNMENT</u>	<u>YEARS OF EXPERIENCE</u>	<u>CERTIFICATE/ LICENSE</u>	<u>DEGREE DATE MAJOR/MINOR INSTITUTION GRADE POINT AVERAGE</u>	<u>REPLACING</u>
Hinojosa, Claudia SpEd Resource/Self-Contained Memorial High	3 years 2 McAllen ISD 1 Pharr-San Juan-Alamo ISD Effective 10/04/03	Texas •Generic Special Education 6-12	B.S. Degree May 13, 2000 Rehabilitative Services with concentration in Addiction Services University of Texas Pan American GPA: 2.67	Shari Lenar -FMLA

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

DATE: 01/19/04 **AGENDA ITEM NO.** 3-E **RELATED PAGE(S)** 8
SUBJECT: District Recommendation for Interim Principal for the Instruction and Guidance Center

BACKGROUND INFORMATION REASON FOR BOARD CONSIDERATION:

On January 12, 2004, an Interim Principal was named to replace the previous Principal whose retirement was December 18, 2003.

ADMINISTRATIVE CONSIDERATION/FACTS AND ANSWERS:

The I & G Assistant Principal, who was named as Interim Principal, was on Pay Grade 6. The previous Principal, who resigned, was on Pay Grade 8. The difference in the two salaries is \$4,945. The current Assistant Principal has 26 years total experience with 25 in McAllen ISD; the principal had 24 years total with 10 in McAllen ISD.

RECOMMENDED BOARD ACTION:

Accept the recommendation to name the I & G Assistant Principal to the position of I & G Interim Principal and approval of a stipend of \$4,945.

SUBMITTED BY: Dr. Eva Peña-Hughes, Executive Director
Special Projects/Human Resources

SUPERVISOR: Clyde Lyons, Assistant Superintendent
Business/Finance

Approved for presentation to the Board of Education:

Interim Superintendent of Schools

Date

For further information, contact
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RECOMMENDATION OF INTERIM PRINCIPAL

<u>NAME/SCHOOL/ ASSIGNMENT</u>	<u>YEARS OF EXPERIENCE</u>	<u>CERTIFICATE/ LICENSE</u>	<u>DEGREE DATE MAJOR/MINOR INSTITUTION GRADE POINT AVERAGE</u>	<u>REPLACING</u>
PUENTE, Jr., Jose J. Interim Principal I&G Center	26 years 25 McAllen ISD 1 Donna ISD Effective 01/12/04 \$65,061 (212 days)	Texas •Mid-Management Administrator •All Level HPE •History 6-12 •Health & PE 6-12	B.S. Degree August 14, 1977 PE/History University of Texas Pan American GPA: 2.84 M.Ed. Degree May 16, 1982 Educational Administration University of Texas Pan American GPA: 3.42	Susanna Schelbert - Retired

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

DATE: January 19, 2004 AGENDA ITEM NO. 3-F RELATED PAGE (S) 10
SUBJECT: REPORT OF NEW HIRES AND RESIGNATIONS OF CLASSIFIED
PERSONNEL FOR 2003-2004 (FOR INFORMATION ONLY)

BACKGROUND INFORMATION REASON FOR BOARD INFORMATION ONLY:

Recommendations and resignations are made to address staffing needs. Candidates have been evaluated by the Personnel Department, instructional supervisors and respective campus principals.

ADMINISTRATIVE CONSIDERATION/FACTS AND ANSWERS:

Considerations are made in accordance with Board Policy DC (LEGAL).

RECOMMENDED BOARD ACTION:

None (Information only).

SUBMITTED BY: Dr. Eva Peña-Hughes, Executive Director
Special Projects/Human Resources

SUPERVISOR: Clyde Lyons, Assistant Superintendent
Business/Finance

Approved for presentation to the Board of Education:

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Interim Superintendent of Schools

Date

REPORT OF NEW HIRES AND RESIGNATIONS/RETIREMENTS OF CLASSIFIED PERSONNEL:**NEW HIRES**

<u>NAME</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>	<u>REPLACING</u>
Carrizales, Diana A.	Memorial	Custodian	11/18/03	Salinas, Javier
Chagollan, Martha P.	De Leon	Food Service Worker	12/16/03	Rodriguez, Edna
Garcia, Arnaldo	Rowe	Audio Visual Aide	12/04/03	Anzaldua, Rogelio
Hernandez, Jolinda	Rowe	Bookkeeper	12/10/03	McPherson, Julia

RESIGNATIONS/RETIREMENTS

<u>NAME</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Alaniz, Viola	Health Services	Director's Secretary	12/12/03	Resigned/Edinburg CISD
Aleman, Margaret	Houston	P.E. Aide	11/25/03	Resigned/care for daughter
Aoyama, Claudia	Rowe	Counselor's Secretary	12/17/03	Resigned/Mission CISD
Cantu, Pedro M.	Bonham	Head Custodian I	11/21/03	Resigned/another job
Diaz, Rosaura	Business	District Budget Specialist	12/18/03	Retirement
Garza, Mary A.	Accounting	Accounting Clerk	01/30/04	Retirement
Harris, Stephen P.	I & G Center	Drill Instructor	10/31/03	Military Leave
Lambaria, Scott M.	Rowe	Sergeant	12/08/03	Resigned/Personal
Madrigal, Barbara	Rayburn	Special Education Aide	12/05/03	Resignation/Personal
Mariscal, Clementina	Travis	Special Education Aide	12/19/03	Retirement
McPherson, Julia	Rowe	Bookkeeper	12/10/03	Military Leave
Morales, Guadalupe	McHi	Custodian	12/02/03	Retirement/Health
Olivarez, Rosa M.	Crockett	Special Education Aide	12/18/03	Retirement
Pena, Veronica	Wilson	Data Processing Clerk	12/19/03	Resigned/relocating to Dallas
Rodriguez, Dora	Brown	Food Service Worker	11/13/03	Resigned/Personal
Vallecillos, Sandra	Morris	Special Education Aide	11/25/03	Resigned/Personal

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

AGENDA

DATE: 1/19/04 **ITEM NO.** 3-G **RELATED PAGE(S)** 12-16
SUBJECT: Summative Evaluation of Interim Superintendent
REFERENCE: DIP Goal 4, Critical Success Factor 2 – High Quality Personnel

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The primary purpose of the evaluation of the Superintendent is to provide a measure which will reflect performance of responsibilities. The entire appraisal process should be viewed as a continuous measure of success, involving self-assessment, as well as an appraisal by the immediate supervisors. The entire process includes:

- Procedures for setting goals that define expectations and set priorities for the Superintendent.
- Formative conference
- Summative conference
- A written individual Professional Growth Plan, when indicated, that shall be based upon assessment, formative input and self assessment.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The Formative Goal Setting Conference should be held in the Fall after the start of the academic year; the Summative Conference, prior to contract renewal/continuance of employment.

RECOMMENDED BOARD ACTION:

That the Board of Trustees evaluate the duties and responsibilities of the Interim Superintendent.

SUBMITTED BY: _____

SUPERVISOR: _____

Approved for presentation to the Board of Education:

Prepared by Dr. Eva Peña-Hughes
618-6055 - Office
eva_hughes@mcallen.isd.tenet.edu

Not applicable
Interim Superintendent of Schools

1/19/04
Date

**McAllen Independent School District
Appraisal Process**

Administrative/Professional Staff (Non-Teaching)
(Confidential)

2003 - 2004

Name Yolanda Chapa **Current Assignment:** Interim Superintendent

Social Security _____ **Years In Current Assignment** 1

Purpose: The primary purpose of the evaluation of Administrative/Professional staff, is to provide a measure, generally an appraisal instrument, which will reflect performance of responsibilities. The entire appraisal process should be viewed as a continuous measure of success, involving self-assessment as well as an appraisal by the immediate supervisor to encourage and to reward effective performance.

Requirements: The following activities, in addition to the appraisal instrument itself, are to be considered parts of the entire appraisal process:

- procedures for setting goals that define expectations and set priorities for the Staff member being appraised
- formative conference(s)
- summative conference(s)
- a written individual Professional Growth Plan, when indicated, that shall be based upon assessment, formative input, and self-assessment

Scoring the Appraisal Instrument: Near the end of the annual appraisal process for staff, the immediate supervisor shall complete the appraisal instrument by individually scoring each staff member on the criteria identified. The Scoring Key is as follows:

- P = Proficient
- S = Satisfactory
- U = Unsatisfactory

Definitions of Scores: "Proficient" - Performance meets or exceeds standard expectations for the criterion. "Satisfactory" - Performance generally meets standard expectations for criteria, but this rating may be accompanied by written suggestions for improvement. "Unsatisfactory" - Performance for criterion is unacceptable. It is understood that before a criterion is rated "Unsatisfactory," the immediate supervisor shall provide documentation to the staff member concerning the performance on the specific criterion.

Rating: An overall summary performance score will not be determined. However, a staff member who has four or more unsatisfactory scores on the appraisal instrument will not be eligible to receive a general pay increase for the subsequent school year if the Board provides it, according to MISD Policy DEA (LOCAL).

Recommended Calendar - Subject to the Discretion of the Superintendent

- Formative Goal Setting Conference - In the fall after school begins
- Summative Conference - Before the end of the contract year; scheduled at an appropriate time
- Professional Growth Plans - Implemented as needed between the Formative Goal Setting Conference and the Summative Conference

**INTERIM SUPERINTENDENT
SUMMATIVE EVALUATION**

PERFORMANCE CRITERIA RATING

School/Organizational Climate

- _____ 1. Is informed about all aspects of the instructional program and ensures that there is a continuous focus on improving student academic performance.
- _____ 2. Works with the staff, Board and community to plan curriculum.
- _____ 3. Develops, evaluates and revises the District Improvement Plan annually with the assistance of the District-level committee.
- _____ 4. Prepares goal-oriented reports and support for those involved in achieving District and campus performance objectives.
- _____ 5. Conducts periodic evaluations of all programs and operations to determine improvements needed and to foster attainment of District and Campus improvement plans.
- _____ 6. Assists the Board in evaluating the effectiveness of school programs.
- _____ 7. Demonstrates skill in anticipating, managing and resolving conflict.

Personnel Management

- _____ 8. Recommends the number, types and organization of positions, including central administration, needed to carry out District functions effectively.
- _____ 9. Performs duties established by the Board regarding the recommendation, employment, suspension and dismissal of employees.
- _____ 10. Assigns and reassigns all personnel; exercises final authority for educators transferred because of enrollment shifts or program changes.
- _____ 11. Directs and supervises the staff evaluation program and provides effective two-way communication with District personnel.
- _____ 12. Serves as liaison between the Board and staff.
- _____ 13. Develops and recommends pay systems; recommends pay increases or adjustments for personnel.
- _____ 14. Supports staff development and other professional development programs.
- _____ 15. Promotes a positive work environment that fosters high staff morale and excellence within the District.

Administration and Fiscal/Facilities Management

- _____16. Keeps informed of developments in state, federal and local laws and public policy affecting education.
- _____17. Accurately prepares and submits in a timely manner any and all reports required by the Board, TEA, other federal and state agencies and any records subpoenaed by a court of law.
- _____18. Directs and supervises all financial accounting and ensures that funds are expended legally, in accordance with the approved budget, and controlled effectively.
- _____19. Ensures District compliance with all applicable state and federal requirements.
- _____20. Ensures that the school plant and facilities are properly maintained and that adequate provision is made for the safety of students, employees and other users of school facilities.
- _____21. Monitors District property, casualty and workers' compensation loss experience to ensure that appropriate risk management and loss control strategies are employed.

Student Services Management

- _____22. Ensures a favorable educational environment through the implementation of an equitable and efficient system of student behavioral management.
- _____23. Works with staff, Board and community in planning and implementing support services for students.

School/Community Relations

- _____24. Develops and implements effective communication between the schools and community; promotes community support and involvement with the schools.
- _____25. Represents the District in activities involving other school systems, institutions, agencies and professional and community groups.
- _____26. Interprets Board policies to the staff, parents and community.

Professional Growth and Development

- _____27. Formulates with the Board an annual Superintendent's professional development plan and assists the board in designing a process for evaluating the Superintendent's performance.
- _____28. Pursues professional development through reading, attending conferences and being involved with related agencies.

Board/Superintendent Relations

- _____ 29. Assists the Board in identifying individual and team training needs, and in arranging training opportunities.
- _____ 30. Prepares Board agendas and meetings' materials in cooperation with the Board President.
- _____ 31. Attends and participates in all meetings of the Board except closed meetings when the Board desires to discuss such matters as the Superintendent's contract or evaluation privately.
- _____ 32. Keeps the Board continuously informed on issues, needs and operations of the District.
- _____ 33. Exercises discretion and good judgment in matters not covered by Board policy.
- _____ 34. Serves as custodian of all minutes and records of the Board.
- _____ 35. Communicates with the District's attorney on matters in litigation or potential litigation except as otherwise directed by the Board.
- _____ 36. Performs related duties assigned by action of the Board.

General Comments:

I acknowledge that I have read the completed evaluation form. I understand that my signature does not necessarily mean that I agree with the evaluation.

Signature of Person Being Appraised (Date)

Signature of Appraiser (Date)

Signature of Appraiser (Date)

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Signature of Appraiser (Date)

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

DATE: January 19, 2004 AGENDA ITEM NO. 4-C RELATED PAGE(S) 19
SUBJECT: District Resignations for School Year 2003-2004

**BACKGROUND INFORMATION REASON FOR BOARD
CONSIDERATION:**

Recommendations and resignations are made to address staffing needs. Candidates have been evaluated by the Personnel Department, instructional supervisors, and respective campus principals.

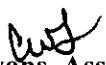
ADMINISTRATIVE CONSIDERATION/FACTS AND ANSWERS:

Considerations are made in accordance with Board Policy DC (LEGAL).

RECOMMENDED BOARD ACTION:

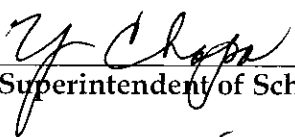
This item is for information only. No Board action required.

SUBMITTED BY:  Dr. Eva Peña-Hughes, Executive Director
Special Projects/Human Resources

SUPERVISOR:  Clyde Lyons, Assistant Superintendent
Business/Finance

Approved for presentation to the Board of Education:

*For further information, contact
Dr. Eva Peña-Hughes
618-6055 - Office
eva_hughes@mcallen.isd.tenet.edu



Interim Superintendent of Schools



Date

TEACHERS/PROFESSIONAL NON-TEACHING PERSONNEL:

NAME	LOCATION
Avila, Genoveva	Zavala Elementary
Casares, Frank	Jackson Elementary
Casas, Esther	Fields Elementary
Del Angel, Antonio	Information Systems
Franz, Elia	Jackson Elementary
Garcia, Maria E.	Jackson Elementary
Heartfield, Francesca I.	McAllen High
Knudson, Alda Diana	McAllen High
Lindsey-Cardenas, Marissa	Wilson Elementary
Menchaca, Joe M.	Rowe High
Muñoz, Daniel A.	I&G Center
Olivares, Veronica	Rayburn Elementary
Ortez, Mayela A.	Options Elementary
Willits, Sharon	Milam Elementary

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

DATE: January 19, 2004 AGENDA ITEM NO. 4-D RELATED PAGE(S) 21-22
SUBJECT: District Recommendations for School Year 2003-2004

BACKGROUND INFORMATION REASON FOR BOARD CONSIDERATION:

Recommendations and resignations are made to address staffing needs. Candidates have been evaluated by the Personnel Department, instructional supervisors and respective campus principals.

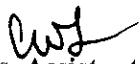
ADMINISTRATIVE CONSIDERATION/FACTS AND ANSWERS:

Considerations are made in accordance with Board Policy DC (LEGAL).

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the District's recommendations for School Year 2003-2004.

SUBMITTED BY:  Dr. Eva Peña-Hughes, Executive Director
Special Projects/Human Resources

SUPERVISOR:  Clyde Lyons, Assistant Superintendent
Business/Finance

Approved for presentation to the Board of Education:

*For further information, contact
Dr. Eva Peña-Hughes

618-6055 - Office
eva_hughes@mcallen.isd.tenet.edu


Interim Superintendent of Schools
1-13-04
Date

RECOMMENDATION OF TEACHERS (ELEMENTARY):

<u>NAME</u>	<u>SCHOOL</u>
Cantu, Lilliana	Jackson Elementary
Campos, Myrna	Jackson Elementary
Gonzalez, Maria Elena	Wilson Elementary
Gonzalez, Cynthia	Houston Elementary
Moreno, Veronica	Rayburn Elementary
Ramirez, Michael	Houston Elementary

RECOMMENDATION OF TEACHERS (SECONDARY):

<u>NAME</u>	<u>SCHOOL</u>
Hinojosa, Claudia	Memorial High

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

DATE: 01/19/04 **AGENDA ITEM NO.** 4-E **RELATED PAGE(S)** 24
SUBJECT: District Recommendation for Interim Principal for the Instruction and Guidance Center

BACKGROUND INFORMATION REASON FOR BOARD CONSIDERATION:

On January 12, 2004, an Interim Principal was named to replace the previous Principal whose retirement was December 18, 2003.

ADMINISTRATIVE CONSIDERATION/FACTS AND ANSWERS:

The I & G Assistant Principal, who was named as Interim Principal, was on Pay Grade 6. The previous Principal, who resigned, was on Pay Grade 8. The difference in the two salaries is \$4,945. The current Assistant Principal has 26 years total experience with 25 in McAllen ISD; the principal had 24 years total with 10 in McAllen ISD.

RECOMMENDED BOARD ACTION:

Accept the recommendation to name the I & G Assistant Principal to the position of I & G Interim Principal and approval of a stipend of \$4,945.


SUBMITTED BY: Dr. Eva Peña-Hughes, Executive Director
Special Projects/Human Resources


SUPERVISOR: Clyde Lyons, Assistant Superintendent
Business/Finance

Approved for presentation to the Board of Education:

Interim Superintendent of Schools

Date

For further information, contact
Dr. Eva Peña-Hughes
618-6055 - Office
eva_hughes@mcallen.isd.tenet.edu

RECOMMENDATION OF INTERIM PRINCIPAL:

<u>NAME</u>	<u>SCHOOL</u>
Puente, Jr., Jose J.	I&G Center

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

DATE: January 19, 2004 AGENDA ITEM NO. 4-F RELATED PAGE (S) 26
SUBJECT: REPORT OF NEW HIRES AND RESIGNATIONS OF CLASSIFIED
PERSONNEL FOR 2003-2004 (FOR INFORMATION ONLY)

BACKGROUND INFORMATION REASON FOR BOARD INFORMATION ONLY:

Recommendations and resignations are made to address staffing needs. Candidates have been evaluated by the Personnel Department, instructional supervisors and respective campus principals.

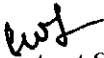
ADMINISTRATIVE CONSIDERATION/FACTS AND ANSWERS:

Considerations are made in accordance with Board Policy DC (LEGAL).

RECOMMENDED BOARD ACTION:

None (Information only).

SUBMITTED BY: 
Dr. Eva Peña-Hughes, Executive Director
Special Projects/Human Resources

SUPERVISOR: 
Clyde Lyons, Assistant Superintendent
Business/Finance

Approved for presentation to the Board of Education:

*For further information, contact
Dr. Eva Peña-Hughes

618-6055 - Office
eva_hughes@mcallen.isd.tenet.edu


Interim Superintendent of Schools

1-13-04
Date

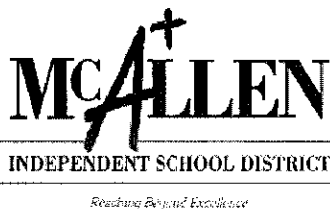
REPORT OF NEW HIRES AND RESIGNATIONS/RETIREMENTS OF CLASSIFIED PERSONNEL:

NEW HIRES

<u>NAME</u>	<u>LOCATION</u>
Carrizales, Diana A.	Memorial
Chagollan, Martha P.	De Leon
Garcia, Arnolando	Rowe
Hernandez, Jolinda	Rowe

RESIGNATIONS/RETIREMENTS

<u>NAME</u>	<u>LOCATION</u>
Alaniz, Viola	Health Services
Aleman, Margaret	Houston
Aoyama, Claudia	Rowe
Cantu, Pedro M.	Bonham
Diaz, Rosaura	Business
Garza, Mary A.	Accounting
Harris, Stephen P.	I & G Center
Lambaria, Scott M.	Rowe
Madrigal, Barbara	Rayburn
Mariscal, Clementina	Travis
McPherson, Julia	Rowe
Morales, Guadalupe	McHi
Olivarez, Rosa M.	Crockett
Pena, Veronica	Wilson
Rodriguez, Dora	Brown
Vallecillos, Sandra	Morris



BOARD RECOGNITION FORM

Meeting Date Recommended: January 19, 2004

Person(s) Being Recognized:

include names & description (i.e student at X High School) Recognition of McAllen ISD
School Board of Trustees

Reason for Recognition: Student Representatives from each of the high
Schools are here to offer small tokens of appreciation.

Please note any items that will be presented: _____

AV needs: _____

Photographer requested: yes/no (circle one)

Name of Presenter: Norma Zamora-Guerra
Phone Number: 618-6023

Name of Contact Person: Norma Zamora-Guerra
Phone Number: 618-6023

Approved for Recognition

[Signature]
Interim Superintendent of Schools

PROCEDURE FOR BOARD RECOGNITION

1. Fill out "Board Recognition Form" in its entirety at least 12 working days before the *recommended* date for presentation.
2. Submit completed form to Community Information Office.

Following the superintendent's approval, confirmation of recognitions (year-at-a-glance) will be done via e-mail each week. Honorees are instructed to report to the Community Information office at 6:45 p.m. on their designated Board Meeting date.

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

DATE: 1/19/04 **AGENDA ITEM NO.** 7-A **RELATED PAGE(S)** 29-54
SUBJECT: Board of Education Minutes

BACKGROUND INFORMATION REASON FOR BOARD CONSIDERATION:

The minutes for each meeting of the Board of Education are traditionally brought to the Board for approval. After approval, the minutes become the Official Record of Board Action.

ADMINISTRATIVE CONSIDERATION/FACTS AND ANSWERS:

The Administration asks that the Board of Education consider approval of the attached minutes.

RECOMMENDED BOARD ACTION:

That the Board of Education approves the minutes of the following meetings:

Special Board Meeting	August 25, 2003	5:30 PM
Special Board Meeting	August 25, 2003	6:00 PM
Regular Board Meeting	August 25, 2003	6:30 PM
Special Board Meeting	August 29, 2003	3:30 PM
Special Board Meeting	Sept. 3, 2003	5:30 PM

SUBMITTED BY:

Esmer Ramos, Secretary to the Board of Trustees

SUPERVISOR:

y Chapa

Approved for presentation to the Board of Education:

For further information contact

Office Phone: 618-6020

Home Phone:

Cell Phone:

e-mail:

y Chapa
Interim Superintendent of Schools

1-14-04
Date

McALLEN INDEPENDENT SCHOOL DISTRICT
McALLEN, TEXAS
SPECIAL MEETING OF THE BOARD OF EDUCATION
AUGUST 25, 2003
5:30 P.M.

- 1. Call Meeting to Order**
- 2. Public Hearing on 2003-2004 Budget and Tax Rate**
- 3. Adjournment**

A Special Meeting of the McAllen Independent School District Board of Education was held on Monday, August 25, 2003, beginning at 5:35 p.m., in the Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, Texas with the following members present: Mr. Alex Palacios, President; Mr. Robert Gutierrez, Jr., Vice President; Mrs. Teresa Lee, Secretary; Mr. Javier Farias, Assistant Secretary; Mrs. Myrna G. Garcia, Member; Mr. Mark A. Kent, Member and Mrs. Sara L. Tippet, Member. Also present were Mrs. Yolanda D. Chapa, Interim Superintendent; Mrs. Peggy Fiveash, Assistant Superintendent for Student Support Services; Mr. Clyde Lyons, Jr., Assistant Superintendent for Business/Finance and Mr. Steve Crain, School Attorney.

The Meeting was called to order by Mr. Alex Palacios, President, for the purpose of a Public Hearing on the Budget.

Mr. Clyde Lyons, Jr., Assistant Superintendent for Business/Finance, presented an overview of the 2003-2004 Budget and Tax Rate.

After the presentation, Mr. Palacios, President, asked the public for any comments or questions.

Mrs. Ruth Skow, representing the McAllen Federation of Teachers, thanked the Board and Administration for their work on the budget and their consideration of all issues.

Mr. R. Gonzalez stated his displeasure with the way things have been handled in the District in the past.

No action was taken regarding the Budget.

There being no further business, the Special Meeting of the McAllen Independent School District Board of Education was adjourned at 5:52 p.m. on Monday, August 25, 2003.

SECRETARY

PRESIDENT

McALLEN INDEPENDENT SCHOOL DISTRICT
McALLEN, TEXAS
SPECIAL MEETING OF THE BOARD OF EDUCATION
AUGUST 25, 2003
6:00 P.M.

- 1. Convene in Open Session**
- 2. Adjourn to Closed Session:**
 - A. Appeal of Student Transfer
 - B. Appeal of Student Transfer
- 3. Reconvene in Open Session:**
 - A. Appeal of Student Transfer
 - B. Appeal of Student Transfer
- 4. Adjournment**

A Special Meeting of the McAllen Independent School District Board of Education was held on Monday, August 25, 2003, beginning at 6:00 p.m., in the Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, Texas with the following members present: Mr. Alex Palacios, President; Mr. Robert Gutierrez, Jr., Vice President; Mrs. Teresa Lee, Secretary; Mr. Javier Farias, Assistant Secretary; Mrs. Myrna G. Garcia, Member; Mr. Mark A. Kent, Member and Mrs. Sara L. Tippit, Member. Also present were Mrs. Yolanda D. Chapa, Interim Superintendent; Mrs. Peggy Fiveash, Assistant Superintendent for Student Support Services; Mr. Clyde Lyons, Jr., Assistant Superintendent for Business/Finance and Mr. Steve Crain, School Attorney.

The Meeting was called to order and into Closed Session by Mr. Alex Palacios, President, for the purpose of hearing appeals regarding student transfers.

The Board reconvened into Open Session at 6:38 p.m. The Board recessed at 6:39 p.m. to begin the Regular Board meeting scheduled for 6:30 p.m.

The Board reconvened this meeting in Open Session at 11:00 p.m. The Board adjourned into Closed Session at 11:01 p.m.

The Board ended its Closed Session and reconvened in Open Session at 11:14 p.m.

Item #2A – Appeal of Student Transfer

Mrs. Garcia moved and Mr. Kent seconded the motion to uphold the denial of transfer of Student #2A as recommended by the Administration.

The motion carried with Mrs. Garcia, Mr. Kent, Mrs. Tippit, Mrs. Lee and Mr. Gutierrez voting for the motion and Mr. Palacios and Mr. Farias voting against the motion.

Mrs. Tippit moved and Mr. Gutierrez seconded the motion that the Board reverse the transfer denial and allow Student B to go back to his home School, Rowe High School, based on evidence that was presented to the Board at this meeting but, had not been previously given to Administration.

The motion carried unanimously.

There being no further business, the Special Meeting of the McAllen Independent School District Board of Education was adjourned at 11:16 p.m. on Monday, August 25, 2003.

SECRETARY

PRESIDENT

McALLEN INDEPENDENT SCHOOL DISTRICT
McALLEN, TEXAS
REGULAR MEETING OF THE BOARD OF EDUCATION
AUGUST 25, 2003
6:30 P.M.

1. Convene in Open Session

2. Adjourn to Closed Session:

- A. District Resignations for School Year 2002-2003
- B. District Recommendations for School Year 2003-2004
- C. Assignment of Additional Duties and Responsibilities to Coordinator for Student Support Services and Recommendation for Stipend
- D. Assignment of Additional Duties and Responsibilities to Insurance Risk Manager Specialist and Recommendation for Stipend
- E. Recommendation for Health/Physical Education/After School Enrichment Program Strategist
- F. Recommendation of Assistant Principal at Memorial High School

3. Reconvene in Open Session:

- A. District Resignations for School Year 2002-2003
- B. District Recommendations for School Year 2003-2004
- C. Assignment of Additional Duties and Responsibilities to Coordinator for Student Support Services and Recommendation for Stipend
- D. Assignment of Additional Duties and Responsibilities to Insurance Risk Manager Specialist and Recommendation for Stipend
- E. Recommendation for Health/Physical Education/After School Enrichment Program Strategist
- F. Recommendation of Assistant Principal at Memorial High School

4. Invocation/Pledge of Allegiance

5. Open Forum

6. Reports and Recognitions

- A. Update on Heating, Ventilation, and Air Conditioning Equipment and Air Testing at Rowe High School

- B. Monthly Financial and Investment Report and Tax Receipts Report for July 2003

7. Consent Agenda

- A. Approval of Minutes:
Special Board Meeting June 23, 2003 5:30 p.m.
- B. Approve the Submittal of a Grant Application to the Texas Education Agency-Texas 21st Century Community Learning Centers
- C. Options High School at Lamar Academy Alternative Accountability Registration 2003-2004
- D. Bid No. 2504 – Trophies, Awards and Incentives Catalog Bid
- E. Bid No. 2515 – Repair Parts, Supplies and Equipment for Automotive, Farm and Lawn Equipment
- F. Bid No. 2549 – Audio Visual Equipment and Supplies Catalog Bid
- G. Career and Technology Education – United States Southern District Courts of Texas Computer Equipment Donation
- H. Interlocal Cooperation Agreement with STCC
- I. Bid No. 3502 – Award Jackets
- J. Amendment to Award of Request for Proposal No. 3645 – Fire Alarm Systems Inspections
- K. Sole Source No. 4521 – Carter-Pertaine, Inc., Software Services and Support Agreement
- L. Sole Source No. 4523 – Renewal of Maintenance Agreements for Diagnostic Prescriptive Reading Labs
- M. Interlocal Agreement between McAllen ISD and Hidalgo County Juvenile Probation Department
- N. Request for Proposals No. 4506 – Speech/Language Therapy Services for Special Education Services
- O. Approval of Proposal No. 4509 – Special Education Legal Services
- P. Renewal of Request for Proposal No. 3501 – Assessment, Counseling and Education Services for Substance Abuse
- Q. Approval of Amendment to the Contract for Therapy Services through Easter Seals Rio Grande Valley for Special Education Students
- R. Bid No. 3624 – Custodial Supplies and Equipment
- S. Approval of Contract for RFP No. 3639 – Legal Counsel for Real Property (Mineral Rights)
- T. Approval of Interim Superintendent's Travel

- 8. Proposed Tax Foreclosure Auction of Resale Properties**
- 9. Amendment and Addition to the Student Code of Conduct**
- 10. McAllen Independent School District Budget for Fiscal Year Beginning September 1, 2003 and Ending August 31, 2004**
- 11. Resolution Adopting the 2003 School Tax Rate**
- 12. McAllen Independent School District Final Budget Amendment for School Year Beginning September 1, 2002 and ending August 31, 2003**
- 13. Request for Qualifications Statements for Professional Services for Construction Projects**
- 14. Deletion of Board Policy BKB (LOCAL) Administrative Organization Plan: Line and Staff Relations**
- 15. Regional School for the Deaf, Interlocal Cooperation Agreement**
- 16. Reconsideration of High School Counselor Staffing Ratio and Designation of Lead Counselor Roles and Responsibilities**
- 17. Approval of Lead Counselor Job Description**
- 18. Reverse Auction Bid No. 3614 – Custodial Supplies and Equipment**
- 19. Tie Bids for Bid No. 3624 – Custodial Supplies and Equipment**
- 20. Removal of Restrictions on Bid No. 3577 – Brand Name Pizza Products**
- 21. Health and Dental Insurance Plan Funding, Benefit Plan Changes, Health Insurance Portability & Accountability Act (HIPAA) Exemption and TASB Third Party Administration Services for the Plan Year Beginning October 1, 2003**

- 22. A Resolution Relating to Establishing the McAllen Independent School District's Intention to Reimburse Itself for the Prior Lawful Expenditure of Funds Relating to Constructing Various School District Improvements from the Proceeds of Obligations to be issued by the District for Authorized Purposes; Authorizing other Matters Incident and Related thereto; and Providing an Effective Date**
- 23. Approval of Modification to Proposed Bond Projects**
- 24. Approval of Contract for On-Call Architectural Design Services**
- 25. Interim Superintendent's Report**
 - Audit Meeting Date
 - Board Committees
- 26. Schedule of Future Meetings**
 - Regular Board Meeting, September 8, 2003 at 6:00 p.m.
 - Date for Electricity Workshop
 - Follow-up of Training with CRSS, Mr. Kevin Ohanlon, Attorney and Mr. Nick Quezada
- 27. Adjournment**

The Regular Meeting of the McAllen Independent School District Board of Education was held on Monday, August 25, 2003, beginning at 6:30 p.m., in the Board Room/ Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, Texas with the following members present: Mr. Alex Palacios, President; Mr. Roberto Gutierrez, Jr., Vice President; Mrs. Teresa Lee, Secretary; Mr. Javier Farias, Assistant Secretary; Mrs. Myrna G. Garcia, Member; Mr. Mark A. Kent, Member and Mrs. Sara L. Tippit, Member. Also present were Mrs. Yolanda D. Chapa, Interim Superintendent; Mrs. Peggy Fiveash, Assistant Superintendent for Student Support Services; Mr. Clyde Lyons, Jr., Assistant Superintendent for Business/Finance; Mr. Scott B. Owings, Assistant Superintendent for General Operations and Mr. Steve Crain, School Attorney.

The Meeting was called to order and into Closed Session by Mr. Alex Palacios, President, for the purpose of discussion of the above listed Closed Session Topics.

The Board ended its Closed Session at 7:35 p.m. The Board reconvened in Open Session at 7:40 p.m. No action was taken in Closed Session.

Item #3A – District Resignations for School year 2002-2003

This was an information item and required no action by the Board.

Item #3B – District Recommendations for School Year 2003-2004

Mrs. Lee moved and Mrs. Garcia seconded the motion to approve District Recommendations for the School Year 2003-2004 as recommended by Administration as follows:

Teachers – Elementary

Dalia Gonzales
Lauraly Muñoz
Gwen Platt
Mario Saenz
Felipe Salazar

Location

Seguin Elementary School
Roosevelt Elementary School
Alvarez Elementary School
Escandon Elementary School
Seguin Elementary School

Teachers – Secondary

Diana Carcano
Josue A. Martinez
Carolyn M. Risse
Roman P. Rodriguez

Location

Lincoln Middle School
Memorial High School
De Leon Middle School
Memorial High School

Professional Non-Teaching

Leticia Villarreal

Campus

Milam Elementary School

Teacher

Eva Hausenfluck

2002-2003

Parent-Infant
Teacher 50%
Escandon
Elementary

2003-2004

Parent-Infant/
Inclusion Teacher
100% - Escandon
Elementary

The motion carried unanimously.

Item #3C – Assignment of Additional Duties and Responsibilities to Coordinator for Student Support Services and Recommendation for Stipend

Mr. Kent moved and Mr. Farias seconded the motion to approve the Interim Superintendent's recommendation to assign additional duties to Mr. John Cavazos, Coordinator for Student Support Services and assign a stipend of \$5,000 for the additional duties.

The motion carried unanimously.

Item #3D – Assignment of Additional Duties and Responsibilities to Insurance Risk Manager Specialist and Recommendation for Stipend

Mr. Farias moved and Mr. Kent seconded the motion to approve the Interim Superintendent's recommendation to assign additional duties to Mr. Andy Silva, Insurance Risk Manager Specialist and to assign a stipend of \$5,000 for the additional duties and delete Item 4 on the list of responsibilities/duties.

The motion carried unanimously.

Item #3E – Recommendation for Health/Physical Education/After School Enrichment Program Strategist

Mr. Gutierrez moved and Mr. Kent seconded the motion to approve the recommendation of the Interim Superintendent that Mr. Mario J. Reyna be named to the position of Health/Physical Education/After School Enrichment Program Strategist.

The motion carried unanimously.

Item #3F – Recommendation of Assistant Principal at Memorial High School

Mrs. Chapa, Interim Superintendent, asked that this item be tabled. No action was taken regarding this item.

Item #4 – Invocation/Pledge of Allegiance

Mr. Roberto Gutierrez, Jr., Vice President, gave the Invocation followed by the Pledge of Allegiance.

Item #5 – Open Forum

There were no participants for the Open Forum.

Item #6 – Reports and Recognitions

Item #6A – Update on Heating, Ventilation and Air Conditioning Equipment and Air Testing at Rowe High School

Mr. Hugo Avila, Unitech Engineering, gave an update on the progress of the heating, ventilation and air testing of Rowe High School.

Item #6B – Monthly Financial and Investment Report and Tax Receipts Report for July 2003

Mrs. Herlinda Herrera Romeros, Administrator for Business Services, presented the Monthly Financial and Investment Report and Tax Receipts Report for July 2003.

Item #7 – Consent Agenda

Mrs. Tippit moved and Mr. Gutierrez seconded the motion to approve the Consent Agenda as follows:

Item #7A – Approval of Minutes

The Board of Trustees approved the minutes of the June 23, 2003 Special Board Meeting as presented.

Item #7B – Approve the Submittal of a Grant Application to the Texas Education Agency – Texas 21st Century Community Learning Centers

This Item was removed from the Consent Agenda.

Item #7C – Options High School @ Lamar Academy Alternative Accountability Registration 2003-2004

This item was removed from the Consent Agenda.

Item #7D – Bid No. 2504 – Trophies, Awards and Incentives Catalog Bid

This item was removed from the Consent Agenda.

Item #7E – Bid No. 2515 – Repair Parts, Supplies and Equipment for Automotive, Farm and Lawn Equipment

This item was removed from the Consent Agenda.

Item #7F – Bid No. 2549 – Audio Visual Equipment and Supplies Catalog Bid

This item was removed from the Consent Agenda.

Item #7G – Career and Technology Education – United States Southern District Courts of Texas Computer Equipment Donation

This item was removed from the Consent Agenda.

Item #7H – Interlocal Cooperation Agreement with STCC

This item was removed from the Consent Agenda.

Item #7I – Bid No. 3502 – Award Jackets

The Board of Trustees renewed Bid No. 3502 – Award Jackets for an estimated annual expenditure of \$35,000 to Texas Chenille Embroidery, San Antonio, Texas.

Item #7J – Amendment to Award of Request for Proposal No. 3645 – Fire Alarm Systems

This item was removed from the Consent Agenda.

Item #7K – Sole Source No. 4521 – Carter-Pertaine, Inc., Software Services and Support Agreement

This item was removed from the Consent Agenda.

Item #7L – Sole Source No. 4523 – Renewal of Maintenance Agreements for Diagnostic Prescriptive Reading Labs

The Board of Trustees approved Sole Source No. 4523 – Renewal of Maintenance Agreements for Diagnostic Prescriptive Reading Labs from the companies listed below, for the 2003-2004 school year, pending review of the Agreement by the School Attorney.

<u>Vendor</u>	<u>Amount</u>
Creative Education Institute, Waco, TX.	\$37,500
Expressways to Learning, Carson City, NV.	\$3,000

Item #7M – Interlocal Agreement between McAllen ISD and Hidalgo County Juvenile Probation Department

This item was removed from the Consent Agenda.

Item #7N – Request for Proposals No. 4506 – Speech/Language Therapy Services for Special Education Services

This item was removed from the Consent Agenda.

Item #7O – Approval of Proposal No. 4509 – Special Education Legal Services

This item was removed from the Consent Agenda.

Item #7P – Renewal of Request for Proposal No. 3501 – Assessment, Counseling and Education Services for Substance Abuse

This item was removed from the Consent Agenda.

Item #7Q – Approval of Amendment to the Contract for Therapy Services through Easter Seals Rio Grande Valley for Special Education Students

This item was removed from the Consent Agenda.

Item #7R – Bid No. 3624 – Custodial Supplies and Equipment

The Board of Trustees awarded Bid No. 3624 – Custodial Supplies and Equipment for a term of one (1) year, using budgeted funds, to the following recommended vendors:

<u>Vendor</u>	<u>Recommendation</u>	<u>Discount</u>
Alamo Iron Works Brownsville, TX.	Recommended Item No.-4	
Bayside Paper Co. Port Isabel, TX.	Recommended Item No.-51	
Boritex Buildings Ser. Arlington, TX.	Recommended Item No.-41	17% Discount for Similar Items
Burton Auto Weslaco, TX.	Recommended Item Nos.-17, 21 and 35	25% Discount for Similar Items
CC Distributors, Inc. Brownsville, TX.	Recommended Item Nos.-2, 31 & 42	
Diversitech Systems & Sales Group, Inc. McAllen, TX.	Recommended Item Nos.-6, 9, 22, 27, 34, 62-76 and 79	21% Discount for Similar Items
Eagle Brush & Chemical Inc. Dallas, TX.	Recommended Item Nos.-7 and 18-20	10% Discount off Current Wholesale List Price for Similar Items
Global Service Supply Fort Worth, TX.	Recommended Item Nos.-40, 43 and 44	
Industrial Soap Co. St. Louis, MO.	Recommended Item Nos.-1,8, 11-14, 16, 24-26, 28-30, 38, 39, 45, 46, 48, 50 and 52-59	

Made-Rite Janitorial Supply Recommended item Nos.-32,
Pharr, TX. 47, 49 60, 61 and 78

Pasco Brokerage Inc. Recommended Item Nos. 3 and 5 46% Discount From
Plano, TX. List for Rubbermaid
and Continental in
Case Pack. Minimum
Orders are Required +
Freight

Villaco Janitorial & Recommended Item No. 33
Safety Supply
Edinburg, TX.

Item #7S – Approval of Contract for RFP No. 3639 – Legal Counsel for Real Property (Mineral Rights)

The Board of Trustees approved the Contract between McAllen Independent School District and the firm of Jon Christian Amberson P.C. for RFP No. 3639 Legal Counsel for Real Property (Mineral Rights) pending review of the Contract by the School Attorney.

Item #7T – Approval of Interim Superintendent's Travel

The Board of Trustees approved travel for the Interim Superintendent to attend the Texas School Alliance Meeting in Austin, Texas on September 5, 2003 and the 43rd Annual TASB/TASA Convention to be held in Dallas, Texas on September 19-22, 2003.

The motion to approve the Consent Agenda carried unanimously.

Item #7B – Approve the Submittal of a Grant Application to the Texas Education Agency – Texas 21st Century Community Learning Centers

Ms. Anjanette Gonzalez, District Grant Writer, gave an overview of the Grant Application to the TEA-21st Century Community Learning Centers.

Mrs. Tippit moved and Mr. Kent seconded the motion to approve the submittal of a Grant Application to the Texas Education Agency – Texas 21st Century Community Learning Centers. (The purpose of this grant is to establish and expand community learning centers.)

The motion carried unanimously.

Item #7C – Options High School @ Lamar Academy Alternative Accountability Registration 2003-2004

Mrs. Cindy Peña, Interim Principal, presented information to the Board regarding the Options High School at Lamar Academy Alternative Accountability Registration process for 2003-2004.

Mrs. Tippit moved and Mrs. Garcia seconded the motion to approve the Options High School @ Lamar Academy Alternative Accountability Registration for 2003-2004 as presented.

The motion carried unanimously.

Item #7D – Bid No. 2504 – Trophies, Awards and Incentives Catalog Bid

Mr. Gutierrez moved and Mrs. Lee seconded the motion to remove the caps previously set by the Board on purchasing trophies, awards and incentives for Bid #2504 – Trophies, Awards and Incentives Catalog Bid except for the use of budgeted funds through January 20, 2004.

The motion carried unanimously.

Item #7E – Bid No. 2515 – Repair Parts, Supplies and Equipment for Automotive, Farm and Lawn Equipment

Mr. Gutierrez moved and Mrs. Lee seconded the motion to remove the caps previously set by the Board on purchasing repair parts, supplies and equipment for automotive, farm and lawn equipment parts for Bid No. 2515 – Repair Parts, Supplies and Equipment for Automotive, Farm and Lawn Equipment except for the use of budgeted funds through November 11, 2003.

The motion carried unanimously.

Item #7F – Bid No. 2549 – Audio Visual Equipment and Supplies Catalog Bid

Mr. Gutierrez moved and Mrs. Lee seconded the motion to remove the caps previously set by the Board on purchasing audio visual equipment and supplies for Bid No. 2549 – Audio Visual Equipment and Supplies Catalog Bid except for the use of budgeted funds through January 20, 2004.

The motion carried unanimously.

Item #7G – Career and Technology Education – United States Southern District Courts of Texas Computer Equipment Donation

Mr. Gutierrez moved and Mr. Farias seconded the motion to approve the donated computer equipment from the United States Southern District Courts of Texas for the repair and service of several McAllen ISD Career and Technology Education Program (CATE) computer laboratories.

The motion carried unanimously.

Item #7H – Interlocal Cooperation Agreement with STCC

Mrs. Tippit moved and Mrs. Garcia seconded the motion to approve the Interlocal Cooperation Agreement that will provide opportunities for McAllen Independent School District students to enroll in post-secondary contract-concurrent instruction offered by South Texas Community College (STCC).

The motion carried unanimously.

Item #7J – Amendment to Award of Request for Proposal No. 3645 – Fire Alarm Systems Inspections

Mr. Gutierrez moved and Mr. Kent seconded the motion to approve the Amendment to the award for Request for Proposal No. 3645 – Fire Alarm Systems Inspections to the vendors and campuses on the attached list for a primary term of one (1) year with the option to renew for three (3) additional one-year terms using budgeted funds pending review of the contracts by the School Attorney.

The motion carried unanimously.

Item #7K – Sole Source No. 4521 – Carter-Pertaine, Inc., Software Services and Support Agreement

Mrs. Tippit moved and Mr. Farias seconded the motion to approve Sole Source No. 4521 Carter-Pertaine, Inc., Software Services and Support Agreement from Carter-Pertain, Inc., Houston, Texas in the amount of \$52,353.00, pending review of the Agreement by the School Attorney.

The motion carried unanimously.

Item #7M – Interlocal Agreement between McAllen ISD and Hidalgo County Juvenile Probation Department

Mrs. Tippit moved and Mr. Kent seconded the motion to approve the Interlocal Agreement between McAllen Independent School District and Hidalgo County Juvenile Probation Department as amended. This Agreement has been reviewed and approved by the School Attorney.

The motion carried unanimously.

Item #7N – Request for Proposals No. 4506 – Speech/Language Therapy Services for Special Education Students

Mrs. Tippit moved and Mr. Farias seconded the motion to award RFP No. 4506 – Speech/Language Therapy Services to Therapy Concepts for a primary term of one (1) year with the option to renew for three (3) additional one-year terms as primary vendor and the secondary vendor status be awarded to Salubrious Therapeutic Associates for a primary term of one (1) year with the option to renew for three (3) additional one-year terms, pending review of the agreement by the School Attorney.

The motion carried unanimously.

Item #7O – Approval of Proposal No. 4509 – Special Education Legal Services

Mr. Gutierrez moved and Mr. Farias seconded the motion to award Request for Proposals No. 4509 – Special Education Legal Services to Buechler and Associates, Austin, Texas in the amount of \$48,500 plus other legal related expenses, for a primary term of one (1) year with the option to renew for two (2) additional one-year terms, pending review of the agreement by the School Attorney.

The motion carried unanimously.

Item #7P – Renewal of Request for Proposal No. 3501 – Assessment, Counseling and Education Services for Substance Abuse

Mrs. Tippit moved and Mr. Kent seconded the motion to renew RFP No. 3501 – Assessment, Counseling and Education Services for Substance Abuse to Palmer Drug Abuse Program (PDAP), McAllen, Texas in the amount of \$37,000 for an additional term of one (1) year.

The motion carried unanimously.

Item #7Q – Approval of Amendment to the Contract for Therapy Services through Easter Seals Rio Grande Valley for Special Education Students

Mr. Kent moved and Mrs. Garcia seconded the motion to approve the Amendment to Extend the Contract for Therapy Services through the current Contractor, Easter Seals Rio Grande Valley, using budgeted funds through November 30, 2003.

The motion carried unanimously.

Item #8 – Proposed Tax Foreclosure Auction of Resale Properties

Mr. Kent moved and Mr. Farias seconded the motion to authorize Linebarger Goggan Blair & Sampson, L.L.P. to proceed with the plan to resale delinquent tax properties as outlined in the attached proposal and to authorize the tax resale of properties in Suite No. T-1048-97-E and T-032-99-D.

The motion carried unanimously.

Mr. Gutierrez moved and Mr. Farias seconded the motion to reorder the Agenda to hear Items 13, 23, 24 and 22 at this time.

The motion carried unanimously.

Item #13 – Request for Qualifications Statements for Professional Services for Construction Projects

It was the consensus of the Board that Administration proceed with the Request for Qualifications Statements for Professional Services for Construction Projects.

Item #23 – Approval of Modifications to Proposed Bond Projects

Mr. Kent moved and Mrs. Lee seconded the motion to approve (A) re-allocating the proposed \$500,000 for resurfacing at McAllen High School to be used for classroom additions and (B) the utilization of approximately \$530,000 of the proposed bond contingency to fund the Rowe High School HVAC improvement project.

The motion carried unanimously.

Item #24 – Approval of Contract for On-Call Architectural Design Services

No action was taken at this time regarding this item.

Item #22 – A Resolution Relating to Establishing the McAllen Independent School District's Intention to Reimburse Itself for the Prior Lawful Expenditure of Funds Relating to Constructing Various School District Improvements from the Proceeds of Obligations to be Issued by the District for Authorized Purposes; Authorizing Other Matters Incident and Related Thereto; and Providing an Effective Date

Mrs. Tippit moved and Mr. Farias seconded the motion that the Board of Trustees approve the Reimbursement Resolution with an effective date of August 25, 2003.

The motion carried unanimously.

Item #9 – Amendment and Addition to the Student Code of Conduct

Mr. Gutierrez moved and Mrs. Tippit seconded the motion that the Board of Trustees approve the consideration of self-defense as a factor in determining suspensions, removals to disciplinary alternative education programs and expulsions.

The motion carried unanimously.

Item #10 – McAllen Independent School District Budget for Fiscal Year Beginning September 1, 2003 and Ending August 31, 2004

Mr. Gutierrez moved and Mrs. Tippit seconded the motion that the Board of Trustees adopt the McAllen Independent School District's General Fund Budget of \$152,424,733, which is comprised of all the 100 series funds and the \$3,570,053 Debt Service Fund Budget for a total Budget of \$155,994,786 for fiscal year beginning September 1, 2003 and ending August 31, 2004.

The motion carried unanimously.

Item #11 – Resolution Adopting the 2003 School Tax Rate

Mr. Gutierrez moved and Mrs. Tippit seconded the motion to approve the Resolution Adopting the 2003 Tax Rate of \$1.54 per \$100.00 as recommended by Administration.

The motion carried unanimously.

Item #12 – McAllen Independent School District Final Budget Amendment for School Year Beginning September 1, 2002 and Ending August 31, 2003

Mrs. Tippit moved and Mr. Gutierrez seconded the motion to approve the McAllen Independent School District Final Budget Amendment for School Year Beginning September 1, 2002 and Ending August 31, 2003 as presented.

The motion carried unanimously.

Item #14 – Deletion of Board Policy BKB (LOCAL) Administrative Organization Plan: Line and Staff Relations

Mrs. Tippit moved and Mr. Gutierrez seconded the motion to delete Board Policy BKB (LOCAL) Administrative Organization Plan: Line and Staff Relations as presented.

The motion carried unanimously.

Item #15 – Regional School for the Deaf, Interlocal Cooperation Agreement

Mr. Gutierrez moved and Mr. Farias seconded the motion to approve the Regional School for the Deaf Interlocal Cooperation Agreement in order to meet the requirements of Texas Education Code § 29.007.

The motion carried unanimously.

Item #16 – Reconsideration of High School Counselor Staffing Ratio and Designation of Lead Counselor Roles and Responsibilities

Mrs. Lee moved and Mr. Farias seconded the motion to approve the recommendation of Administration that Option 2 be approved. (350 students to 1 counselor ratio for high school counselor staffing)

The motion carried unanimously.

Item #17 – Approval of Lead Counselor Job Description

Mrs. Tippit moved and Mr. Gutierrez seconded the motion to approve the Job Description of Lead Counselor for high school with the provision that Administration add the correct pay grade for that position to the job description.

The motion carried unanimously.

Item #18 – Reverse Auction Bid No. 3614 – Custodial Supplies and Equipment

Mrs. Tippit moved and Mr. Farias seconded the motion that the Board of Trustees award Item Nos. 10, 36, 43 and 83 through the Reverse Auction Bid No. 3614 - Custodial Supplies and Equipment using available funds to the recommended vendors as follows:

Vendors

Coleman Enterprises
San Antonio, TX.

Recommendation

Recommended Item No. 36

Eagle Brush and Chemical Inc.
Dallas, TX.

Recommended Item No. 10

Interboro Packaging Corporation
Montgomery, NY.

Recommended Item No. 43

Made-Rite Janitorial Supply
Pharr, TX.

Recommended Item No. 83

The motion carried unanimously.

Item #19 – Tie Bids for Bid No. 3624 – Custodial Supplies and Equipment

Mrs. Tippit moved and Mr. Gutierrez seconded the motion to award the tie bid for Bid No. 3624 – Custodial Supplies and Equipment to Ecolab Inc., St. Paul, MN. as the winner of the casting of lots by the Board. (500/Each 5 gallon x \$28.00 = \$14,000)

The motion carried unanimously.

Item #20 – Removal of Restrictions on Bid No. 3577 – Brand Name Pizza Products

Mr. Clyde Lyons, Jr., Assistant Superintendent for Business/Finance, stated that Mrs. Sara Tippit, Board Member, is absent from the room. Her husband is partial owner in one of the companies. Mrs. Tippit has signed the necessary disclosure statements and has complied with all requirements.

Mrs. Lee moved and Mr. Kent seconded the motion that the Board of Trustees remove the cap, previously approved by the Board, on purchasing brand name pizza products for Bid No. 3577 – Brand name pizza products except for the use of Budgeted funds through January 19, 2004.

The motion carried with Mr. Palacios, Mr. Gutierrez, Mrs. Lee, Mr. Farias, Mrs. Garcia and Mr. Kent voting for the motion. Mrs. Tippit was not present for the vote.

Item #21 – Health and Dental Insurance Plan Funding, Benefit Plan Changes, Health Insurance Portability & Accountability Act (HIPAA) Exemption and TASB Third Party Administration Services for the Plan Year Beginning October 1, 2003

1. Based on historical information and estimated expenses (Attachment A), current Health/Dental plan funding (Attachment B) is expected to be adequate to fund the 2003-2004 plan year. No adjustments to employee premiums or employer contributions are necessary for the 2003-2004 plan year. This is an information item only and requires no Board action.

2. Mrs. Tippit moved and Mrs. Garcia seconded the motion to approve the renewal of the HIPAA exemption for the plan year beginning October 1, 2003.

The motion carried unanimously.

3. Mrs. Tippit moved and Mr. Kent seconded the motion to approve an addendum to the benefit plan for the plan year beginning October 1, 2003 as presented in Attachment C.

The motion carried unanimously.

4. Mrs. Tippit moved and Mr. Kent seconded the motion to approve the Texas Association of School Boards as the Third Party Health/Dental Plan Administrator for the third year of a three-year option with a 3.8% increase for all TASB Administration Fees and authorize TASB to seek Individual and Aggregate Stop Loss Coverage for the 2003-2004 plan year through its approved carrier list.

The motion carried unanimously.

Item # 25 – Interim Superintendent's Report

Mrs. Chapa spoke to the Board regarding the following items.

- Audit Committee Meeting Date
- Board Committees

The Interim Superintendent would like the Board to form three committees as follows:

1. Curriculum and Instruction Committee
2. Audit and Research Committee
3. Bond Committee

No action was taken regarding this item.

Item #26 – Schedule of Future Meetings

- Regular Board Meeting, September 8, 2003 at 6:00 p.m.
- Date for Electricity Workshop – September 3, 2003 at 5:30 p.m.
- Follow-up of Training with CRSS, Mr. Kevin Ohanlon, Attorney and Mr. Nick Quezada
- Mrs. Chapa will present her goals at a later meeting.
- Mrs. Chapa has been appointed to the committee to select a new President for the University of Texas-Pan American.
- Mrs. Chapa announced that staff has received training in fire prevention.

There being no further business, the Regular Meeting of the McAllen Independent School District Board of Trustees was adjourned at 10:59 p.m. on Monday, August 25, 2003.

SECRETARY

PRESIDENT

McALLEN INDEPENDENT SCHOOL DISTRICT
McALLEN, TEXAS
SPECIAL MEETING OF THE BOARD OF EDUCATION
AUGUST 29, 2003
3:30 P.M.

- 1. Convene in Open Session**
- 2. Approval of Job Descriptions**
- 3. Discussion and Possible Revision of the Student Code of Conduct**
- 4. Adjournment**

A Special Meeting of the McAllen Independent School District Board of Education was scheduled to be held on Friday, August 29, 2003, beginning at 3:30 p.m., in the Board Room/ Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, Texas.

This Meeting was cancelled.

SECRETARY

PRESIDENT

McALLEN INDEPENDENT SCHOOL DISTRICT
McALLEN, TEXAS
SPECIAL MEETING OF THE BOARD OF EDUCATION
SEPTEMBER 3, 2003
5:30 P.M.

- 1. Convene in Open Session**
- 2. Electricity Deregulation – with Presentations by District Employees, Industry Consultants and Retail Electric Providers**
- 3. Form for Architecture Contracts**
- 4. Contract for On-Call Architectural Design Services**
- 5. Forms for Engineering Contracts**

A Special Meeting of the McAllen Independent School District Board of Education was held on Wednesday, September 3, 2003, beginning at 5:40 p.m., in the Board Room/ Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, Texas with the following members present: Mr. Alex Palacios, President; Mr. Roberto Gutierrez, Jr., Vice President; Mrs. Teresa Lee, Secretary; Mr. Javier Farias, Assistant Secretary; Mrs. Myrna G. Garcia, Member; Mr. Mark A. Kent, Member and Mrs. Sara L. Tippit, Member. Also present were Mrs. Yolanda D. Chapa, Interim Superintendent; Mrs. Peggy Fiveash, Assistant Superintendent for Student Support Services; Mr. Clyde Lyons, Jr., Assistant Superintendent for Business/Finance; Mr. Scott B. Owings, Assistant Superintendent for General Operations and Mr. Steve Crain, School Attorney.

The Meeting was called to order by Mr. Alex Palacios, President, for the purpose of discussion of the above listed items.

Item #2 – Electricity Deregulation – with Presentations by District Employees, Industry Consultants and Retail Electric Providers

The Board heard presentations from the following:
McAllen ISD – Lorena Pequeño
Thacker & Associates – Tony Thacker and Mike Milligan
Van Brunt & Associates – Annette Van Brunt

Marco A. Arredondo, Inc. – Marco A. Arredondo, PE
Hino Energy – Alex Hinojosa
TXU Energy – Rucker Preston
Texas General Land Office – Adan Martinez
Reliant Energy Solutions – Ruben De Los Santos

Mrs. Lee moved and Mr. Farias seconded the motion that the McAllen ISD Purchasing Department obtain bids and contract terms from the Texas General Land Office (GLO) and Houston-Galveston Area Council (HGAC).

The motion carried with Mr. Gutierrez, Mrs. Lee, Mr. Farias, Mrs. Garcia, Mr. Kent and Mrs. Tippit voting for the motion. Mr. Palacios voted against the motion.

Item #3 – Form for Architect Contracts

This item was removed from the Agenda.

Item #4 – Contract for On-Call Architectural Design Services

This item was removed from the Agenda.

Item #5 – Forms for Engineering Contracts

This item was removed from the Agenda.

There being no further business, the Special Meeting of the McAllen Independent School District Board of Education was adjourned at 10:32 p.m. on Wednesday, September 3, 2003.

SECRETARY

PRESIDENT

DATE: 2/17/03 **AGENDA ITEM NO.** 7-B **RELATED PAGE(S)** _____
SUBJECT: CATE – Health Science Program and Affiliation Agreements

Under the career area of Health Science Technology, Career and Technology Education (CATE) maintains six Clinical Rotation Programs that enable students to experience, first hand, the skills necessary to be successful in a variety of Health Careers. The Clinical Rotation Programs are possible through the collaborative efforts of M.I.S.D. and the McAllen Medical Center, Rio Grande Regional Hospital, Good Samaritan Nursing Center, and Grande Resident Care, Inc.

The combined efforts between M.I.S.D. and the collaborating agencies empower students to make more informed decisions about their career aspirations. In addition, these efforts (1) increase students' options; (2) meet the needs of industry; and (3) enhance lifelong learning. The M.I.S.D. Attorney has reviewed the Program and Affiliation Agreements.

The district is requesting that the Board of Trustees approve the Program and Affiliation Agreements with the McAllen Medical Center, Rio Grande Regional Hospital, Good Samaritan Nursing Center, and Grande Resident Care, Inc. allowing M.I.S.D. students to continue their experiences in the Health Science Clinical Rotation Programs.

DATE _____

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

DATE: January 19, 2004 **AGENDA ITEM NO.** 7-C **RELATED PAGE(S)** 57-63

SUBJECT: Resolution and Order for Lease of Mineral Rights

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District occasionally receives requests from oil and gas interest companies to lease mineral rights assigned to the District. When this occurs, the first step is the approval of a resolution and order for obtaining bids on the mineral rights.

ADMINISTRATIVE CONSIDERATION/FACTS AND ANALYSIS:

Attached for your review is a copy of the runsheet prepared by the Hidalgo County Tax Office, a map, and the resolution and order to lease 15.66 mineral acres (District does not own surface acres) more or less out of Lots 2 and 3, Block 1, Rio Bravo Plantation Subdivision, Hidalgo County, Texas indicating bid advertisement information as required by law. Upon completion of the bid process, this item will be returned to the Board for action. If approved, the instruments for completion of the lease agreement will be forwarded to the Texas Education Agency for approval to proceed with the lease agreement. Mr. Crain has reviewed the information attached. If approved, bids will be advertised on January 25, 2004, February 1, 2004 and February 8, 2004. Bids will be opened on February 16, 2004 and presented to the Board for approval on February 23, 2004.

RECOMMENDED BOARD ACTION:

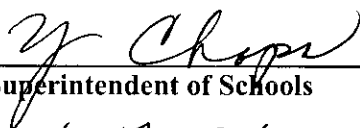
That the Board of Trustees approve the resolution and order for advertising of bids for leasing mineral rights.

SUBMITTED BY: Héctor Zúñiga, Administrator for Purchasing Services
Name and Title

SUPERVISOR: Clyde W. Lyons, Assistant Superintendent for Business
Name and Title

Approved for presentation to the Board of Education:

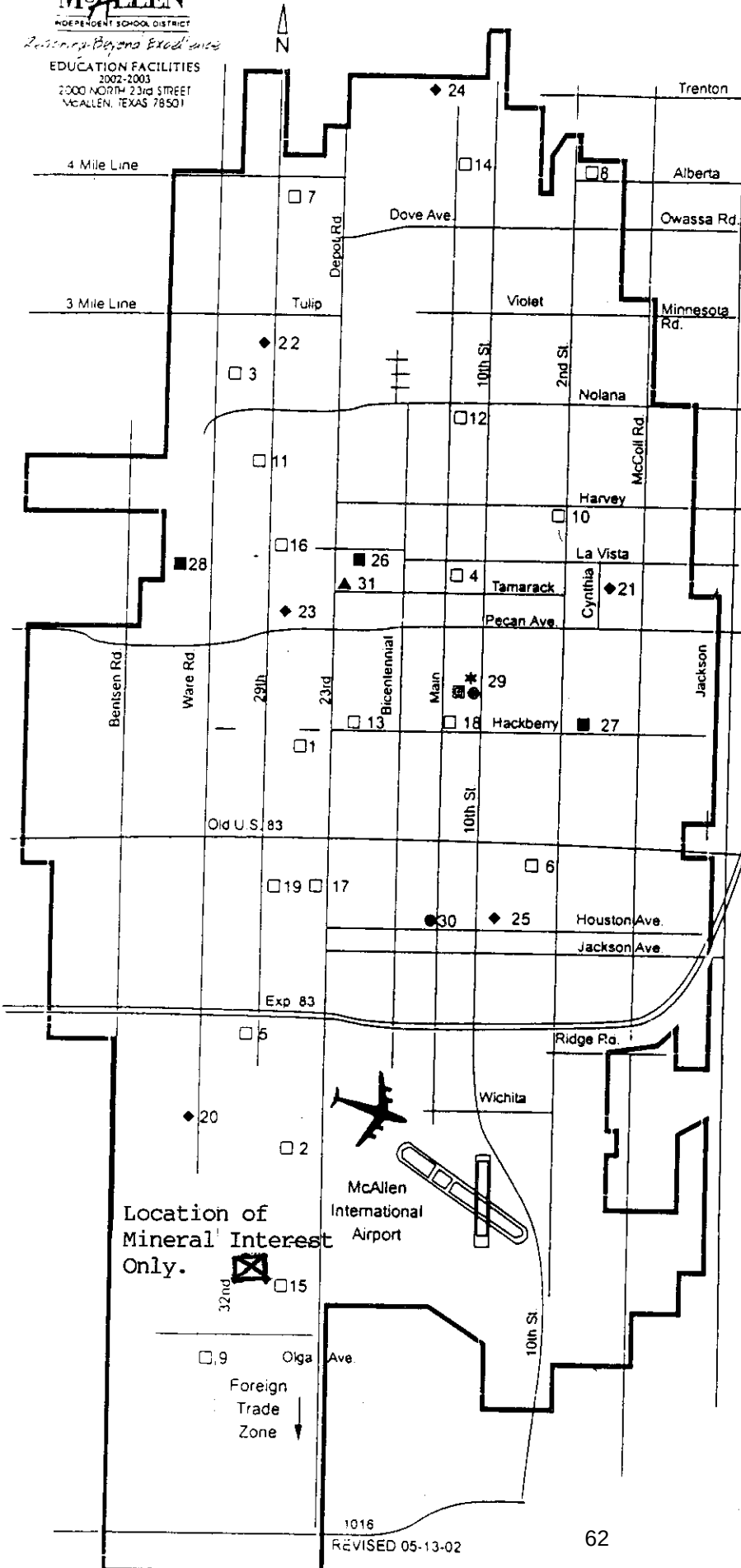
For further information, contact Héctor Zúñiga
Office: 632-3241
Email: hector_zuniga@mcallen.isd.tenet.edu


Interim Superintendent of Schools

1-13-04
Date

RUNSHEET SUMMARY

This is a quick run sheet of documents in order by date providing evidence that suggests that McAllen Independent School District still retains $\frac{3}{4}$ mineral interest under 15.66 ac Located in Rio Bravo Plantation Lots 2 & 3 Blk 1 in Hidalgo County. In a document Dated May 12 1941 McAllen Independent School District conveys 80ac of land, which is Lots 2 & 3 Blk 1 Rio Bravo Plantation reserving $\frac{3}{4}$ mineral interest under 80 ac. In a Quit Claim Deed dated 12/8/59 McAllen I.S.D. conveys $\frac{3}{4}$ mineral interest under 63.69ac To John Wiesehan, which is the owner of that particular 63.69 ac at the time having Obtained ownership from M.E. Ayala. Ayala however did not convey all said land in Those two lots but retained two tracts being TRACT 1 – 15.14 AC Lot 2 TRACT 2 – Being .52 ac in Lot 3, 15.66 AC NET. The $\frac{3}{4}$ mineral interest under these certain tracts Still remains unsold and still retained by McAllen Independent School District.



ELEMENTARIES

- 1. ALVAREZ ELEM.
2606 Gumwood
- 2. BONHAM ELEM.
2400 Jordan
- 3. CASTAÑEDA ELEM.
4100 N. 34th
- 4. CROCKETT ELEM.
2112 N. Main
- 5. ESCANDÓN ELEM.
2901 Colbath
- 6. FIELDS ELEM.
500 Dallas
- 7. GARZA ELEM.
6300 N. 29th
- 8. GONZÁLEZ ELEM.
201 E. Martin
- 9. HOUSTON ELEM.
3221 Olga Ave.
- 10. JACKSON ELEM.
501 Harvey
- 11. McAULIFFE ELEM.
3000 Daffodil
- 12. MILAM ELEM.
3800 N. Main
- 13. NAVARRO ELEM.
2100 Hackberry
- 14. RAYBURN ELEM.
7000 N. Main
- 15. ROOSEVELT ELEM.
4801 S. 26th
- 16. SEGUÍN ELEM.
2200 N. 29th
- 17. THIGPEN ELEM.
520 S. 23rd
- 18. WILSON ELEM.
1200 Hackberry
- 19. ZAVALA ELEM.
2500 Galveston

MIDDLE SCHOOLS

- ◆ 20. BROWN M.S.
2700 S. Ware Rd.
- ◆ 21. CATHEY M.S.
1800 N. Cynthia
- ◆ 22. DE LEÓN M.S.
4201 N. 29th
- ◆ 23. LINCOLN M.S.
1601 N. 27th
- ◆ 24. MORRIS M.S.
1400 Trenton
- ◆ 25. TRAVIS M.S.
600 Houston

HIGH SCHOOLS

- 26. MCALLEN H. S.
2021 La Vista
- 27. MEMORIAL H. S.
101 E. Hackberry
- 28. ROWE H. S.
2101 N. Ware Rd.

ALTERNATIVES INSTRUCTIONAL

- 29. LAMAR ACADEMY
1009 N. 10th Street
- * 29. INTERNATIONAL BACCALAUREATE CTR
1009 N. 10th Street
- ⊠ 29. STAFF DEVELOPMENT CTR.
1009 N. 10th Street
- 30. INSTRUCTION AND GUIDANCE
1619 Galveston

ADMINISTRATION BUILDING

- ▲ 31. MCALLEN I.S.D. ADM. BLDG
2000 N. 23rd Street

LEGEND

- ELEMENTARY SCHOOLS ◆ MIDDLE SCHOOLS
- HIGH SCHOOLS ▲ ADMINISTRATION BUILDING
- ⊠ * ALTERNATIVES INSTRUCTIONAL

RESOLUTION AND ORDER

Whereas. McAllen Independent School District is the owner of certain tracts of land described in "Exhibit A" attached hereto and made a part hereof; and

Whereas, McAllen Independent School District acting through its Board of Trustees is desirous of leasing said land for the possible development, production and recovery of oil, and other minerals.

NOW, THEREFORE, be its resolved that Notice be given of the intention of the McAllen Independent School District to receive bids for an oil, gas and mineral lease upon the land described in Exhibit A attached hereto, and the Secretary is directed to give notice of such intention by publication of such notice in a newspaper of general circulation in Hidalgo County, Texas, once a week for three consecutives weeks, designating Monday, February 16, 2004, as the day bids will be received for the sale of said oil, gas and mineral lease, such bids to be received and considered by the McAllen Independent School District at its office (Purchasing Services, Administration Annex 6) located at 2000 North 23rd Street, McAllen, Texas, at 2:00 P.M., on said day, said lease to provide for at least one-fourth (1/4th) royalty interest in and to all oil, gas and other minerals produced and recovered from said land, and shall provide for a primary term of not more than three (3) years, and said lease shall also provide, that in the event the property is pooled with additional property, and less than the full amount of acreage covered by the lease is placed in any unit, then production, drilling or re-working operations on any one unit in which such acreage is pooled shall be treated as production, drilling or re-working operations only on the acres placed in such unit; that the term "other minerals" as used therein shall pertain only to such minerals that may be produced in conjunction with the production of oil and/or gas. All other minerals of every kind and character (except sulphur) are expressly reserved by Lessor. The lease shall not cover coal, gravel, iron ore,⁶³ uranium or any other fissionable material.

Further that the right to maintain the lease in force by payment of shut-in gas well royalty shall not extend past a period when the aggregate sums of the periods of such discontinuance exceed two (2) years; and further that Lessee under the lease shall not conduct any operations on the surface of the leased premises and shall not drill a well or place improvements of any nature thereon, including but not limited to roads, pipelines, tanks and separators, without the written consent of Lessor; provided, that this provision shall not impair the rights of the Lessee to drill, mine for the produce of oil, gas and any minerals covered by the lease in and under the leased premises by directionally drilling or mining from other lands to points beneath the surface of the leased premises; and further that the lease shall provide that the maximum allowable gas unit under the lease shall be 320 acres plus 10% tolerance; the lease shall not cover and include lands owned or claimed by the school district adjacent or contiguous to the lands particularly described herein. Said bid is to be accompanied by a tender of the amount being bid, and successful bidders shall in addition to his or its bid or bids for said oil, gas and mineral lease, pay all costs of publication and other expenses incurred incident thereto and shall be without warranty of title.

WHEREIN, _____ moved the adoption of said Resolution, which said motion was duly seconded by _____ and unanimously adopted by all members present voting "Aye", a quorum being present.

McALLEN INDEPENDENT SCHOOL DISTRICT
2000 North 23rd Street
McAllen, Hidalgo County, Texas

By: _____
Alex Palacios, President, Board of Trustees

“Exhibit A”

15.66 acres, more or less, out of Lots 2 and 3, Block 1, Rio Bravo Plantation Subdivision, being described as 15.14 acres out of the north part of Lot 2, Block 1, and 0.52 acres out of the northeast corner of Lot 3, Block 1, being the same land described in a deed from McAllen Independent School District to Harry J. Young in a deed dated April 30, 1941, and recorded in Vol. 479, Page 458 of the Deed Records of Hidalgo County, Texas, SAVE AND EXCEPT 63.69 acres described in a deed from McAllen Independent School District to John Wiesehan in a Quitclaim Deed dated May 21, 1951 and recorded in Volume 964, Page 589 of the Deed Records of Hidalgo County, Texas

3. That said notice of intent to lease said land for mineral development be given by publication of such notice in a newspaper published in Hidalgo County, Texas, having general circulation therein, once a week for a period of three (3) consecutive weeks, designating the 16th of February, 2004, at 2:00 P.M., as the time, at Portable Building No. 69, Purchasing Services, McAllen Independent School District Administrative Offices, 2000 North 23rd Street, McAllen, Texas 78501, as the place where bids received for such lease will be opened. **ALL BIDS WILL BE IN WRITING⁶⁶ AND WILL BE ACCOMPANIED BY A CASHIER'S**

CHECK PAYABLE TO McALLEN INDEPENDENT SCHOOL DISTRICT IN THE AMOUNT OF THE CONSIDERATION OFFERED. One (1) original and seven (7) copies of RFB's must be enclosed in a sealed envelope and/or package with vendor's name and return address clearly typed/printed on the upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner: **"REQUEST FOR BIDS-MINERAL LEASE-McALLEN INDEPENDENT SCHOOL DISTRICT"** and will be delivered to the McAllen Independent School District, Purchasing Services, acting on behalf of the Board of Trustees of McAllen Independent School District, Administration Annex 6, 2000 North 23rd Street, McAllen, Texas 78501. not later than 2:00 P.M., February 16, 2004. **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB'S RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFB. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday, February 6, 2004, at 5:00 P.M..** Responses will be sent to all applicants via facsimile. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.** Each bid will identify the bidder and state the amount of consideration bid.

4. That no bid with a bonus money consideration of less than \$100.00 per mineral acre or less than one-fourth (1/4th) royalty interest in and to all oil, gas and other minerals produced and recovered from such 15.66 acres, more or less, will be considered. Said minimum bid amount will be based on McAllen Independent School District having at least a three-quarters (3/4) interest in and to the minerals in and under said 15.66 acre tract of land and no reduction or adjustment in said amount will be made by reason of McAllen Independent School District ownership of a lesser interest in the minerals.

5. That the lease will be paid-up lease in substantially the form attached hereto as Exhibit "B", with a royalty on oil, gas and other minerals, and such other terms, as therein provided.

6. Bids received which are in proper form and accompanied by the appropriate attachments will be considered at a public hearing to be held during the McAllen Independent School District Board of Trustees meeting occurring at 6:00 P.M. on February 23, 2004.

7. That McAllen Independent School District, acting through it's Board of Trustees reserves the right to reject any and all bids, to take new bids, to waive irregularities, and to accept the bid most advantageous.

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

DATE: 01/19/04 **AGENDA ITEM NO.** 7-D **RELATED PAGE(S)** 65-71

SUBJECT: Approve Change Order No. 1 for the HVAC Modifications to Rowe High School Natatorium

BACKGROUND INFORMATION REASON FOR BOARD CONSIDERATION:

Unitech Engineering, Inc. is recommending that Change Order No. 1 be approved to increase the cooling capacity in the condensing unit by changing the unit size from a 40-ton to an 80-ton unit. Additional AHU coil, piping, electrical, as well as concrete and fencing, will be needed. In addition, the wiring of two new boilers is also included in this change order. It will also be necessary to increase the contract time by sixty-three (63) days due to the change of equipment. The total cost of Change Order No. 1 is \$8,557 and will be absorbed by the project allowance of \$15,000; already included in the cost of the project of \$241,800. This will leave a balance of \$6,443 as a project allowance.

ADMINISTRATIVE CONSIDERATION/FACTS AND ANSWERS:

Unitech Engineering, Inc. has reviewed Change Order No. 1 from Victoria Air Conditioning, LTD and concurs with the additional scope of work and cost amount. Attached is the recommendation from Unitech Engineering Inc. with regard to Change Order No. 1 for this project.

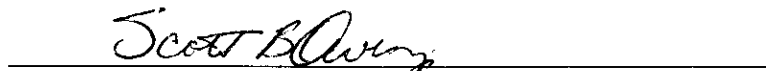
RECOMMENDED BOARD ACTION:

Approve Change Order No. 1, as recommended by Unitech Engineering, Inc., for the HVAC Modifications to Rowe High School Natatorium leaving the contract sum unchanged.

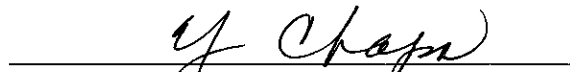
SUBMITTED BY:


Ramiro Vela, Executive Director for Plant Operations

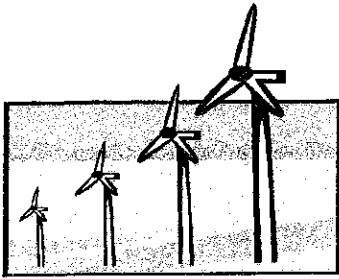
SUPERVISOR:


Scott Owings, Asst. Supt. for General Operations

Approved for presentation to the Board of Education:


Interim Superintendent of Schools
1-13-04
Date

*For further information, contact Ramiro Vela
Office: 632-3252
Cell: 821-5049
Home: 631-5982
E-mail: ramiro_vela@mcallen.isd.tenet.edu



UNITECH ENGINEERING, INC.

713 E. ESPERANZA, SUITE B
MCALLEN, TX 78501
(956) 928 - 1403 - VOICE
(956) 928 - 1426 - FAX

June 18, 2003

McAllen ISD
Mr. Zuniga
McAllen, Texas 78501

Re: Invoice Summary for HVAC and Electrical Modifications to Natatorium

Dear Mr. Zuniga

The following is a summary of the engineering fees for the Natatorium Project:

Cost of Construction	\$241,800.00
Engineering Fee (7.0%)	<u>\$ 16,926.00</u>
Subtotal Cost of Project	\$258,726.00

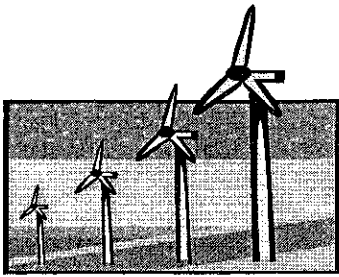
Project Allowances (if required)	\$15,000.00
----------------------------------	-------------

Engineering Billing Summary

(80%) Construction Documents	\$13,541.00
(20%) Construction Administration	\$ 3,385.00

Sincerely,

Joseph De La Cruz II
Business Manager
Unitech Engineering, Inc.

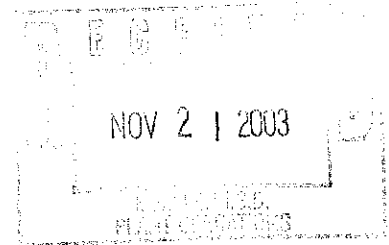


UNITECH ENGINEERING, INC.

5201 N. Ware Road
MCALLEN, TX 78502-3307
(956) 928 - 1403 - VOICE
(956) 928 - 1426 - FAX

November 21, 2003

McAllen Independent School District
Mr. Ramiro Vela - Maintenance Director
2000 North 23rd
McAllen, Texas 78501-3241



Re: Change Order #1 - Nikki Rowe Natatorium

Dear Mr. Vela

We have reviewed Victoria Air Conditioning's change order request #1. We concur with the additional scope of work and cost amount. The work includes the increase of cooling capacity in the condensing unit. The second request includes additional electrical for the new boilers. Attached is the AIA Change Order form and a summary of the work by Victoria Air Conditioning.

Please call if me if you have any questions or concerns.

Sincerely,

Hugo H. Avila, P.E.
Vice - President
Unitech Engineering, Inc.



Contract Administration

G701 Change Order

(Instructions on the reverse side)

Distribution List:
Owner _____
Architect _____
Contractor _____
Field _____
Other _____

PROJECT (Name and address):

HVAC Modifications to Rowe High School
Natatorium

TO CONTRACTOR (Name and address):

Victoria Air Conditioning, LTD
P.O. Box 3882
Victoria, Tx 77903

CHANGE ORDER NUMBER: 001

DATE: 11/14/03

ARCHITECT'S PROJECT NUMBER: 03-041

CONTRACT DATE: June 27, 2003

CONTRACT FOR: Modifications

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

See Attached Summary

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	\$ 241,800
The net change by previously authorized Change Orders	\$ -0-
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	\$ 241,800
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 8,557
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	\$ 241,800
The Contract Time will be (increased) (decreased) (unchanged) by <u>Sixty Three</u> (63) days.	
The date of Substantial Completion as of the date of this Change Order therefore is	<u>Dec 4, 2003</u>

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Unitech Engineering Inc. Victoria Air Conditioning, LTD McAllen I.S.D.

ARCHITECT (Firm name) Engineer

5201 N. Ware Rd.

ADDRESS

McAllen, Tx 78501

CONTRACTOR (Firm name)

P.O. Box 3882

ADDRESS

Victoria, Tx 77903

OWNER (Firm name)

2000 N. 23rd St.

ADDRESS

McAllen, Tx 78501

BY (Signature)

Hugo H. Avila

(Typed name)

11/14/03

DATE

BY (Signature)

Mark Walton

(Typed name)

11-17-03

DATE

BY (Signature)

Alex Palacios

(Typed name)

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures changes will not be obscured.

AIA Document G701 Change Order © 2001 The American Institute of Architects • Washington, DC • www.aia.org • **WARNING:** Reproduction, unlicensed photocopying or substantial quotation of the material herein without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.



513 Profit Drive
P.O. Box 3882
Victoria, Texas 77903
(361) 578-5241
Fax 576-0811

August 20, 2003

Unitech Engineering, Inc.
713 E. Esperanza Suit B
McAllen, Texas 78504

ATTN: Hugo H. Avila, P. E.

Re: HVAC Modifications for Rowe H. S. Natatorium
Changing the Unit size from 40 ton to 80 ton

Gentlemen:

We are pleased to quote a price of \$8,160.00 for changing the unit size from 40 ton to 80 ton per the attached breakdowns. Included in our price is the following:

1. One up-sized condensing unit and AHU coil and additional piping.
2. Additional electrical.
3. Additional concrete and fencing.

Our notice to proceed was issued on 7-14-03 with a schedule completion date of 10-2-03.

Due to the changes in the equipment a time of extension of sixty three (63) days will need to be added to this change proposal.

OUR COST ASSUMES THAT TRADES THAT ARE IMPACTED COMPLETE THEIR WORK IN SUCH A MANNER AS NOT TO DELAY US, NOR CAUSE ADDITIONAL COORDINATION PROBLEMS FOR US. IF THIS, OR A HIDDEN CHANGE TO OUR WORK SHOULD COST US TIME OR MONEY, WE RESERVE THE RIGHT TO PRICE ANY CHANGES OR TO CLAIM SCHEDULE IMPACTS AT A LATER DATE.

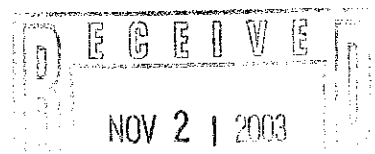
OUR PRICE WILL REMAIN IN EFFECT FOR THIRTY (30) DAYS FROM THE DATE OF THIS LETTER.

We await your instructions before proceeding with this work.

Respectfully Submitted,

C. M. Walton
Project Manager

copy: Ben Heilker
Donald Anderson



RECEIVED
8-20-03

VICTORIA AIR CONDITIONING, LTD.

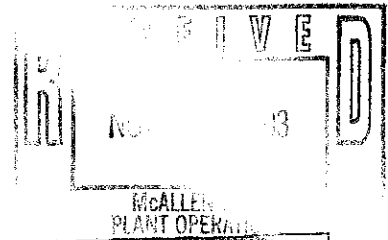
Date: 8-20-03

Job Name: Nikki Rowe Natatorium

Job Number: 29150

RFP Number:

RFP Description: Changing the Unit size from 40 Ton to 80 Ton.

**MATERIAL:**

A.	Sheetmetal		\$0.00
B.	Plumbing		\$0.00
C.	Piping		\$482.35
D.	Misc. Material	15% of (A,B,C)	\$72.35

EQUIPMENT:

E.	HVAC		\$5,850.00
F.	Plumbing		\$0.00

LABOR:

G.	Pipefitter	8	Hr. x \$22.50	\$180.00
H.	Plumber	0	Hr. x	\$0.00
I.	Sheetmetal	0	Hr. x \$22.50	\$0.00
J.	Crew Foreman/Superintendent	2	Hr. x \$27.50	\$55.00
K.	Drafting/As Built Drawings	0	Hr. x	\$0.00
L.	Testing	6.0% of (G,H,I)		\$0.00
M.	Identification & Painting			\$0.00
N.	Warranty Reserve	5.0% of (A,B,C,E,F)		\$306.62

TRANSPORTATION:

O.	Freight/Drayage		\$0.00
P.	Fuel Cost		\$0.00
Q.			

RENTAL/STORAGE:

R.	Rentals		\$0.00
S.	Storage Fees		\$0.00
T.			

VICTORIA AIR CONDITIONING, LTD. SUBTOTAL

\$6,746.32

VICTORIA AIR CONDITIONING, LTD. Overhead & Profit 15%

\$0.00

VICTORIA AIR CONDITIONING, LTD. TOTAL

\$6,746.32

SUBCONTRACT WORK:

U.	ICR Electric		\$1,289.00
V.	Alex Concrete Works		\$125.00
W.			\$0.00
X.			\$0.00

SUBCONTRACT SUBTOTAL

\$1,414.00

Overhead & Profit 10%

\$0.00

PROJECT CHANGE TOTAL

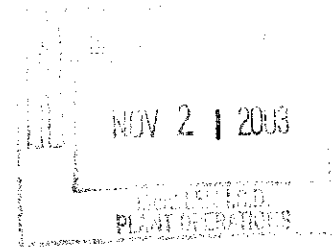
\$8,160



513 Profit Drive
P.O. Box 3882
Victoria, Texas 77903
(361) 578-5241
Fax 576-0811

November 7, 2003

Hugo H. Avila, P.E.
Unitech Engineering, Inc.
713 E. Esperanza Suite B
McAllen, Texas 78501



Re: Nikkie Rowe Natatorium
Wire In Two New Boilers
Gentlemen:

We are pleased to quote a price of \$397.00 for our work to wire in two new boilers per the attached breakdowns.

OUR COST ASSUMES THAT TRADES THAT ARE IMPACTED COMPLETE THEIR WORK IN SUCH A MANNER AS NOT TO DELAY US, NOR CAUSE ADDITIONAL COORDINATION PROBLEMS FOR US. IF THIS, OR A HIDDEN CHANGE TO OUR WORK SHOULD COST US TIME OR MONEY, WE RESERVE THE RIGHT TO PRICE ANY CHANGES OR TO CLAIM SCHEDULE IMPACTS AT A LATER DATE.

OUR PRICE WILL REMAIN IN EFFECT FOR THIRTY (30) DAYS FROM THE DATE OF THIS LETTER.

We await your instructions before proceeding with this work.

Respectfully Submitted,

C.M. Walton

C. M. Walton
Project Manager
Victoria Air Conditioning, Ltd.

CMW/vam

copy: Donald Anderson

VICTORIA AIR CONDITIONING, LTD.

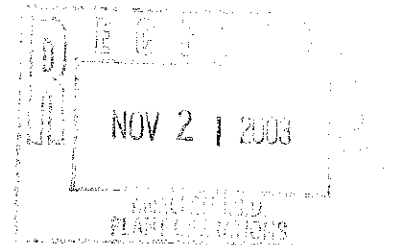
Job Name: Nikki Rowe Natatorium

Date: 11-7-03

Job Number: 29150

RFP Number:

RFP Description: Wire in two new boilers

**MATERIAL:**

A.	Sheetmetal		\$0.00
B.	Plumbing		\$0.00
C.	Piping		\$0.00
D.	Misc. Material	15% of (A,B,C)	\$0.00

EQUIPMENT:

E.	HVAC		\$0.00
F.	Plumbing		\$0.00

LABOR:

G.	Pipefitter	0	Hr. x	\$22.50	\$0.00
H.	Plumber	0	Hr. x		\$0.00
I.	Sheetmetal	0	Hr. x	\$22.50	\$0.00
J.	Crew Foreman/Superintendent	0	Hr. x	\$27.50	\$0.00
K.	Drafting/As Built Drawings	0	Hr. x		\$0.00
L.	Testing			6.0% of (G,H, I)	\$0.00
M.	Identification & Painting				\$0.00
N.	Warranty Reserve			5.0% of (A,B,C,E,F)	\$0.00

TRANSPORTATION:

O.	Freight/Drayage		\$0.00
P.	Fuel Cost		\$0.00
Q.			

RENTAL/STORAGE:

R.	Rentals		\$0.00
S.	Storage Fees		\$0.00
T.			

VICTORIA AIR CONDITIONING, LTD. SUBTOTAL**\$0.00****VICTORIA AIR CONDITIONING, LTD. Overhead & Profit 15%****\$0.00****VICTORIA AIR CONDITIONING, LTD. TOTAL****\$0.00****SUBCONTRACT WORK:**

U.		\$345.00
V.		\$0.00
W.		\$0.00
X.		\$0.00

SUBCONTRACT SUBTOTAL**\$345.00****Overhead & Profit 15%****\$51.75****PROJECT CHANGE TOTAL****\$397**

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

DATE: January 19, 2004 **AGENDA ITEM NO.** 7-E **RELATED PAGE(S)** Under Separate Cover
SUBJECT: Bid No. 2558 – Printing Services

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

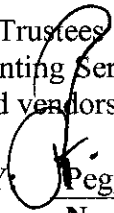
The District has several multi-year contracts for goods and services. Multi-year contracts are presented to the Board when departments recommend their renewal. The District utilizes outside vendors for printing services as a supplement to the in-house Print Shop. The Audio Visual Department coordinates the in-house and outside print jobs.

ADMINISTRATIVE CONSIDERATION/FACTS AND ANALYSIS:

On December 11, 2002 the Board of Trustees approved the renewal of the printing services contracts with an annual expenditure cap of \$25,000.00 with an option to increase the amount up to \$75,000.00. Estimated annual expenditures from January 22, 2003 to December 17, 2003 were \$34,848.23. The bid specifications allow us to make purchases for these items based on budgeted funds. The second year of this contract will expire on January 20, 2004. Staff is recommending the Board remove any restrictions on printing services except for budgeted funds and that these contracts be approved for the final year of the District's option to renew. Curtis 1000, McAllen, Texas, has elected not to renew their contract for receipt books. These services will be obtained through other procurement methods.

RECOMMENDED BOARD ACTION:

That the Board of Trustees remove the cap previously set by the Board of Trustees and renew Bid No. 2558 – Printing Services for the final year of the two year option using budgeted funds to the recommended vendors on the attached list.

SUBMITTED BY:  Peggy Fiveash, Assistant Superintendent for Student Support Services
Name and Title

SUPERVISOR:  Yolanda Chapa, Interim Superintendent
Name and Title

Approved for presentation to the Board of Education:

Contact: Peggy Fiveash
Office: 618-6095
E-Mail: peggy_fiveash@mcallen.isd.tenet.edu


Interim Superintendent of Schools

1-13-04
Date

DATE: January 19, 2004 **AGENDA ITEM NO.** 7-F **RELATED PAGE(S)** Under Separate
Cover
SUBJECT: Amendment to Award of Bid No. 3646 – Social Studies Equipment, Supplies and
Materials Catalog Bid

The Board of Trustees awarded Bid No. 3646 – Social Studies Equipment, Supplies and Materials Catalog Bid on October 27, 2003. The information on one vendor needs to be corrected and two of the vendors were inadvertently left off of the awarded vendor list.

The Amendment will only affect three vendors. Heinemann Educational Books Inc., Portsmouth, NH was awarded to the wrong division. The correct vendor should read Heinemann Library, Barrington, IL. In addition, New SVE, Inc. (DBA SVE & Churchill Media) and Cynmar Corporation were not included in the vendor list as a Qualified Vendor.

That the Board of Trustees approve the amendment to the award for Bid No. 3646 – Social Studies Equipment, Supplies and Materials Catalog Bid to the vendors on the attached list for a primary term of one (1) year with the option to renew for two (2) additional one (1) year terms using budgeted funds.

SUPERVISOR: Diana Montes, Lead Executive Director for Curriculum and Instruction
Name and Title

Contact: Mick West
Office: 618-6051
Email: mick_west@mcallen.isd.tenet.edu

Interim Superintendent of Schools

Date _____

List of Recommended Vendors

<u>Vendor</u>	<u>Recommendation</u>	<u>Discount</u>
Associated Microscope Inc Elon, NC	Qualified Vendor	Please refer to "your cost" prices in catalog which reflects a 25-30% discount. The "your cost" price is MISD discounted price.
Benz Microscope Optics Center Inc Ann Arbor, MI	Qualified Vendor	Discount sheet included with vendor submission.
Center for Civic Education Calabasas, CA	Secondary Vendor	0% discount.
Childcraft Education Corp Lancaster, PA	Qualified Vendor	10% of the lowest price indicated in catalogs.
Classroom Direct LLC Birmingham, AL	Qualified Vendor	5% off red prices in catalog #91.
Clearvue/eav Inc Chicago, IL	Secondary Vendor	No discount provided.
Cynmar Corporation Carlinville, IL	Qualified Vendor	Catalog Discount #BQ78501/7 = 7% off catalog (Science Equipment).
Educational Record Center Inc Wilmington, NC	Qualified Vendor	Net Catalog Price & Shipping.
Ellison Educational Equipment Inc Lake Forest, CA	Qualified Vendor	15% discount on catalog items.
Follett Corporation DBA Follett Library Resources McHenry, IL	Secondary Vendor	Up to 45% discount for trade & paperback bindings, up to 30% for library binding, up to 40% for general reference, and a 30% discount from the published list price for Follett Bound books.
George F Cram Co Inc Indianapolis, IN	Primary Vendor	7% off catalog.
Heinemann Library Barrington, IL	Qualified Vendor	30% of publishers list price.
Jones Office Equipment & Stationery Co/Jones & Cook Stationers McAllen, TX	Secondary Vendor	27% off teaching supplies. 15% off computer related items, educational furniture, educational flooring & equipment.

<u><i>Vendor</i></u>	<u><i>Recommendation</i></u>	<u><i>Discount</i></u>
Kamico Instructional Media, Inc. Austin, TX	Qualified Vendor	0% discount.
Kaplan Early Learning Companies Lewisville, NC	Qualified Vendor	15% discount off current catalog prices.
Lakeshore Equipment Company DBA Lakeshore Learning Materials Carson, CA	Qualified Vendor	5% Lakeshore Learning Material Catalog & Lakeshore Grades 1-2-3; Lakeshore Basic & Beyond Catalog 0%.
Lerner Publishing Group/Lerner Classroom Minneapolis, MN	Secondary Vendor	Current catalog price.
MAAT Resources Inc./DBA Resources for Reading Redwood City, CA	Qualified Vendor	Catalog reflects discount.
Maple Grove Distributing Galveston, IN	Qualified Vendor	No discount provided.
New SVE, Inc (DBA SVE & Churchill Media) Chicago, IL	Qualified Vendor	0% discount. Catalog reflects pricing.
Nystrom, Division of Herff Jones, Inc. Chicago, IL	Primary Vendor	No discount offered.
Oxford University Press Dept 472 Cary, NC	Qualified Vendor	20% discount.
Paxton/Patterson Chicago, IL	Qualified Vendor	No discount provided.
Pearson Edu. Inc Publishing as Globe Fearon, Modern Curr. Press, Celebration Press, Dale Seymour Parsippany, NJ	Qualified Vendor	Catalog prices are wholesale school prices & already reflect a discount.
Perma-Bound Books/Hertzberg- New Method Inc Jacksonville, IL	Qualified Vendor	25% on all book orders.
Premier Education Services Canyon Lake, TX	Primary Vendor	7% off catalog price.

<u>Vendor</u>	<u>Recommendation</u>	<u>Discount</u>
Raintree/Raintree Classroom Chicago, IL	Qualified Vendor	Raintree Classroom: 0% discount. Raintree: 30% off publishers list price.
Rand McNally & Company Skokie, IL	Primary Vendor	5% 2003-04 catalog prices.
Riverside Publishing Company Itasca, IL	Qualified Vendor	Prices based on current catalog.
Scholastic Incorporated Jefferson City, MO	Qualified Vendor	Prices reflect discount.
School Specialty, Inc. FKA Northern School Supply, California Furnishings, American Academic Mansfield, OH	Qualified Vendor	25% discount applied to catalog prices on all in- stock supplies & teaching materials. 10% discount applied to catalog prices on furniture & equipment.
Science Kit, Inc. DBA Science Kit & Boreal Laboratories Tonawanda, NY	Qualified Vendor	15% prices listed on 2003 catalogs until 12/03.
Social Studies School Service Culver City, CA	Primary Vendor	Discounts are noted in catalog. See attachment for addtl information.
Software Express Charlotte, NC	Qualified Vendor	10% on all products.
Sport Supply DBA US Games Carrollton, TX	Qualified Vendor	15% off catalog with exceptions. See attachment.
Teach Stream/The Video Journal of Education Sandy, UT	Qualified Vendor	Price per current catalog.
Texas Connections Garland, TX	Secondary Vendor	No discount provided.
Trevino's Studio & Photo Center Inc. Pharr, TX	Qualified Vendor	20% off manufacturers list price.
U S Toy Co Inc/DBA Constructive Playthings Grandview, MO	Qualified Vendor	5% from Constructive Playthings Catalog.

McALLEN INDEPENDENT SCHOOL DISTRICT
Bid No. 3646 – Social Studies Equipment, Supplies and Materials Catalog Bid

VENDOR NAME	ITEM'S BID	FIRST LOW BIDS	SECOND LOW BIDS	THIRD LOW BIDS	VENDOR STATUS
Social Studies School Service Culver City, CA	5	5	0	0	Primary
George F. Cram Co. Indianapolis, IN	4	3	0	1	Primary
Nystrom, Division of Herff Jones, Inc. Chicago, IL	5	3	1	1	Primary
Premier Education Services Canyon Lake, TX	4	3	0	1	Primary
Rand McNally Skokie, IL	9	2	4	1	Primary
Center for Civic Education Calabasas, CA	2	2	0	0	Secondary
Jones & Cook McAllen, TX	2	2	0	0	Secondary
Lerner Publishing Group/Lerner Classroom Minneapolis, MN	2	2	0	0	Secondary

McALLEN INDEPENDENT SCHOOL DISTRICT

Bid No. 3646 – Social Studies Equipment, Supplies and Materials Catalog Bid

VENDOR NAME	ITEM'S BID	FIRST LOW BIDS	SECOND LOW BIDS	THIRD LOW BIDS	VENDOR STATUS
Follett Corp. DBA Follett Library Resources McHenry, IL	2	1	1	0	Secondary
Texas Connections Garland, TX	2	1	1	0	Secondary
Clearvue/eav Inc. Chicago, IL	1	0	1	0	Secondary

McALLEN INDEPENDENT SCHOOL DISTRICT
Bid No. 3646 – Social Studies Equipment, Supplies and Materials Catalog Bid

**VENDOR
NAME**

VENDOR STATUS

Associated Microscope Inc.
Elon, NC

Qualified

Benz Microscope Optics Center Inc.
Ann Arbor, MI

Qualified

Childcraft Education Corp.
Lancaster, PA

Qualified

Classroom Direct LLC
Birmingham, AL

Qualified

Cynmar Corporation
Carlinville, IL

Qualified

Educational Record Center Inc.
Wilmington, NC

Qualified

Ellison Educational Equipment Inc.
Lake Forest, CA

Qualified

Heinemann Library
Barrington, IL

Qualified

Kamico Instructional Media, Inc.
Austin, TX

Qualified

Kaplan Early Learning Companies
Lewisville, NC

Qualified

Lakeshore Learning Materials
Carson, CA

Qualified

McALLEN INDEPENDENT SCHOOL DISTRICT
Bid No. 3646 – Social Studies Equipment, Supplies and Materials Catalog Bid

**VENDOR
NAME**

VENDOR STATUS

MAAT Resources Inc./DBA Resources for Reading
Redwood City, CA

Qualified

Maple Grove Distributing
Galveston, IN

Qualified

New SVE, Inc. (DBA SVE & Churchill Media)
Chicago, IL

Qualified

Oxford University Press
Cary, NC

Qualified

Paxton/Patterson
Chicago, IL

Qualified

Pearson Edu. Inc. Publishing as Globe Fearon,
Modern Curr. Press, Celebration Press, Dale Seymour
Parsippany, NJ

Qualified

Perma-Bound Books/Hertzberg-New Method Inc.
Jacksonville, IL

Qualified

Raintree/Raintree Classroom
Chicago, IL

Qualified

Riverside Publishing Company
Itasca, IL

Qualified

Scholastic Inc.
Jefferson City, MO

Qualified

School Specialty, Inc. FKA Northern School Supply,
California Furnishings, American Academic
Mansfield, OH

Qualified

McALLEN INDEPENDENT SCHOOL DISTRICT
Bid No. 3646 – Social Studies Equipment, Supplies and Materials Catalog Bid

**VENDOR
NAME**

VENDOR STATUS

Science Kit, Inc. DBA Science Kit & Boreal Lab
Tonawanda, NY

Qualified

Software Express
Charlotte, NC

Qualified

Sport Supply DBA US Games
Carrollton, TX

Qualified

Teach Stream/The Video Journal of Education
Sandy, UT

Qualified

Trevino's Studio & Photo Center Inc.
Pharr, TX

Qualified

US Toy Co. Inc./DBA Constructive Playthings
Grandview, MO

Qualified

McAllen Independent School District

Bid No. 3646 - Social Studies Equipment, Supplies and Materials Catalog Bid
Tabulation Sheet by Item

Item #	Quantity	Unit	Description
1	1		SERIES CLASS PACK - Pack must include one (1) world wall map and one (1) U.S. wall map combination; 16" diameter globe with raised mounting disc. Map measurements: 65" x 54". Maps and globes must be markable with water-soluble ink markers. Nystrom 11ELS or equal.

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
Premier Education Services Canyon Lake, TX	\$314.00	\$314.00	Cram 9400-7576	Tie	Delivery: 15 days	1st Low Bid
George F Cram Co Inc Indianapolis, IN	\$314.00	\$314.00	Cram 9400-7576	Tie	Delivery: 15 Days ARO	1st Low Bid
Rand McNally & Company Skokie, IL	\$389.83	\$389.83	Rand McNally & Co. 195-12195-3		Vendor Comments: Beginner's Best Buy Package N30 days ***Offer firm for 90 days from bid opening*** Delivery: 7-15 days	2nd Low Bid
Nystrom, Division of Herff Jones, Inc. Chicago, IL	\$425.00	\$425.00	Nystrom 11ELS		Vendor Comments: N30 days Prices quoted are firm 8/31/04 Prices quoted are FOB McAllen, Tx. Please see attached letter for Nystrom offer. Delivery: 15-45 days ARO	3rd Low Bid

Item #	Quantity	Unit	Description
2	1		STATE MAPS SETS - Set must include 32 maps. Map measurements 50" x 38". Set of maps must be mounted on one (1) spring roller with backboard. Nystrom 132KW or equal.

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
Nystrom, Division of Herff Jones, Inc. Chicago, IL	\$1,060.00	\$1,060.00	Nystrom 132KW		Vendor Comments: N30 days Prices quoted are firm 8/31/04 Prices quoted are FOB McAllen, Tx. Please see attached letter for Nystrom offer. Delivery: 15-45 days ARO	1st Low Bid
Rand McNally & Company Skokie, IL	\$1,144.80	\$1,144.80	Rand McNally & Co.		Vendor Comments: Complete 47 Map World History Set Multi-Roller Mounted N30 days ***Offer firm for 90 days from bid opening*** Delivery: 7-15 days	2nd Low Bid
Premier Education Services Canyon Lake, TX	\$1,150.00	\$1,150.00	Cram WH32-50	Tie	Delivery: 15 days	3rd Low Bid
George F Cram Co Inc Indianapolis, IN	\$1,150.00	\$1,150.00	Cram WH32-50	Tie	Delivery: 15 Days ARO	3rd Low Bid

McAllen Independent School District

Bid No. 3646 - Social Studies Equipment, Supplies and Materials Catalog Bid
Tabulation Sheet by Item

Item #	Quantity	Unit	Description
3	1		WORLD HISTORY MAP SET - Set must include sixteen (16) maps from 1871 to present. Maps measurements 50" x 38". Set of maps must be mounted on one (1) spring roller with backboard. Nystrom 1KW17-32 or equal.

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
Premier Education Services Canyon Lake, TX	\$575.00	\$575.00	Cram WH16-50	Tie	Delivery: 15 days	1st Low Bid
George F Cram Co Inc Indianapolis, IN	\$575.00	\$575.00	Cram WH-16-50	Tie	Delivery: 15 Days ARO	1st Low Bid
Nystrom, Division of Herff Jones, Inc. Chicago, IL	\$635.00	\$635.00	Nystrom 1KW17-32		Vendor Comments: N30 days Prices quoted are firm 8/31/04 Prices quoted are FOB McAllen, Tx. Please see attached letter for Nystrom offer. Delivery: 15-45 days ARO	2nd Low Bid
Rand McNally & Company Skokie, IL	\$685.80	\$685.80	Rand McNally & Co. 146- 12659-9		Vendor Comments: Custom 16 Map History Set Multi-Roller Mounted. N30 days ***Offer firm for 90 days from bid opening*** Delivery: 7-15 days	3rd Low Bid

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Item #	Quantity	Unit	Description
4	1		ACTIVITY PROGRAM PACK - Pack must include 30 copies of world atlas; pack must contain 36 activities, and teacher's guide. Atlas measurement 8 1/2 x 11". Nystrom 9A9000 or equal.

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
Nystrom, Division of Herff Jones, Inc. Chicago, IL	\$249.00	\$249.00	Nystrom 9A9000		Vendor Comments: N30 days Prices quoted are firm 8/31/04 Prices quoted are FOB McAllen, Tx. Please see attached letter for Nystrom offer. Delivery: 15-45 days ARO	1st Low Bid
Rand McNally & Company Skokie, IL	\$268.92	\$268.92	Rand McNally & Co. 190- 17180-X		Vendor Comments: Classroom Atlas Best Buy Program N30 days ***Offer firm for 90 days from bid opening*** Delivery: 7-15 days	2nd Low Bid

McAllen Independent School District

Bid No. 3646 - Social Studies Equipment, Supplies and Materials Catalog Bid
Tabulation Sheet by Item

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
5	1		ACTIVITY PROGRAM AND TRANSPARENCY PACK - Pack must include 24 full color transparencies; pack must include binder with teacher's notes. Atlas measurement 8 1/2 x 11". Nystrom 924TCR-B or equal.	\$369.00	\$369.00	Nystrom 924TCR-B		Vendor Comments: N30 days Prices quoted are firm 8/31/04 Prices quoted are FOB McAllen, Tx. Please see attached letter for Nystrom offer. Delivery: 15-45 days ARO	1st Low Bid
				\$575.00	\$575.00	Rand McNally & Co. 190-17180-X/528-TRPALL		Vendor Comments: Classroom Atlas Best Bu Program Plus Continent/World Transparency Set (45 transparencies) N30 days ***Offer firm for 90 days from bid opening*** Delivery: 7-15 days	2nd Low Bid
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
6	1		WORLD WALL MAP - Map must be laminated. Map measurements 50" x 32". Rand McNally 1037047 or equal.	\$42.46	\$42.46	Econoline of America 13-19446		Vendor Comments: SUB: 44"x32" pg. 161 Delivery: 7 to 15 Days	DNMS - Wrong map size.
				\$123.07	\$123.07	Rand McNally & Co. 114-12136-2 Phys/Pol		Vendor Comments: World Wall Map 50"x68" spring roller mounted and laminated #214-10582-2-Pol N30 days ***Offer firm for 90 days from bid opening*** Delivery: 7-15 days	DNMS - Wrong map size.
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
7	1		U.S.A. MAP: Map must be laminated . Map measurements 37" x 58". Rand McNally 0223354 or equal.	\$42.46	\$42.46	Econo America 13-19445		Vendor Comments: SUB: 44"x32" pg 161 Delivery: 7 - 15 Days	DNMS - Wrong map size.

McAllen Independent School District

Bid No. 3646 - Social Studies Equipment, Supplies and Materials Catalog Bid
Tabulation Sheet by Item

Item #	Quantity	Unit	Description
7	1		U.S.A. MAP: Map must be laminated . Map measurements 37" x 58". Rand McNally 0223354 or equal.

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
Rand McNally & Company Skokie, IL	\$123.07	\$123.07	Rand McNally & Co. 114-12136-2 Phys/Pol		Vendor Comments: U.S. Wall Map 50"x68" Spring roller mounted, laminated. #114-12128-1 Political N30 days ***Offer firm for 90 days from bid opening*** Delivery: 7-15 days	DNMS - Wrong map size.

Item #	Quantity	Unit	Description
8	1		TALKING GLOBE - Ten (10) inch globe; fully interactive with voice based computer. Rand McNally 1045674 or equal.

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
Kaplan Early Learning Companies Lewisville, NC	\$56.06	\$56.06	Econo of America 13-8415		Vendor Comments: SUB: Does not talk pg 161 Delivery: 7-15 Days	DNMS - Not a talking globe.
Science Kit, Inc. DBA Science Kit & Boffal Laboratories Tonawanda, NY	\$84.96	\$84.96	Geosafari 46150-01		Vendor Comments: See pg. 425 Delivery: 7-10 days ARO	DNMS - Not a globe (talking game).
Rand McNally & Company Skokie, IL	\$112.81	\$112.81	Rand McNally & Co. 111-23456-7		Vendor Comments: Geo Safari Talking 12" Globe N30 days ***Offer firm for 90 days from bid opening*** Delivery: 7-15 days	1st Low Bid

Item #	Quantity	Unit	Description
9	1		AMERICAN MAP - Large single sheet wall map should include an overview of early american places and events found in US history curriculum. Map time frame to cover the development and expansion of the American nation, approximately c. 500 BCE to the Hawaii Annexation (1898, rounded to 1900). Map must be informative and colorful. Map themes must include: territorial expansion; movement and migration, early settlement, and conflict. George F. Cram 7050-5005 or equal.

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
Premier Education Services Canyon Lake, TX	\$155.00	\$155.00	Cram 7050-5005	Tie	Delivery: 15 days	1st Low Bid
George F Cram Co Inc Indianapolis, IN	\$155.00	\$155.00	Cram 7050-5005	Tie	Delivery: 15 Days ARO	1st Low Bid

McAllen Independent School District

Bid No. 3646 - Social Studies Equipment, Supplies and Materials Catalog Bid
Tabulation Sheet by Item

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
11	1	EACH	World Atlas with CD-ROM Hammond AMM-713542 or equal.	\$50.71	\$50.71	AMM713542 713542		Delivery: 2 Days	1st Low Bid
Vendor									
Jones Office Equipment & Stationery Co./Jones & Cook Stationers McAllen, TX									
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
12	1	EACH	U.S. Business/Marketing Map Hammond AMM-698341 or equal.						
Vendor									
Jones Office Equipment & Stationery Co./Jones & Cook Stationers McAllen, TX									
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
15	1		VIDEO - Title: Afghanistan: 12 Years of Violence Video. Teacher's Discovery TV1696 or equal.	\$199.37	\$199.37	Hammand 698341		Delivery: 2 Days	1st Low Bid
Vendor									
Social Studies School Service Culver City, CA									
Clearvue/eav Inc Chicago, IL									
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
17	1	EACH	Powerpoint® Presentations In United States History - 6 CD-ROM's for Mac/Windows; Publication 2003. Social Studies School Service HSG130CD-WEB or equal.	\$49.95	\$49.95	Discovery Channel DZ175V		Delivery: 30-40 days	1st Low Bid
Vendor									
Clearvue/eav Inc Chicago, IL									
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
17	1	EACH	Powerpoint® Presentations In United States History - 6 CD-ROM's for Mac/Windows; Publication 2003. Social Studies School Service HSG130CD-WEB or equal.	\$50.00	\$50.00	Discovery Channel 6VH9928		Delivery: 30 Days	2nd Low Bid
Vendor									
Social Studies School Service Culver City, CA									
Social Studies School Service HSG130CD-WEB									
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
17	1	EACH	Powerpoint® Presentations In United States History - 6 CD-ROM's for Mac/Windows; Publication 2003. Social Studies School Service HSG130CD-WEB or equal.	\$299.00	\$299.00	Social Studies School Service HSG130CD- WEB		Delivery: 9/03	1st Low Bid

McAllen Independent School District

Bid No. 3646 - Social Studies Equipment, Supplies and Materials Catalog Bid
Tabulation Sheet by Item

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
21	1		TEACHER RESOURCE KIT - Kit must include ten (10) student workbooks to cover U.S. History from 1600 to 1865; one (1) teacher's manual; binder with 14 MindSparks booklets and overheads. Highsmith M41-40325 or equal.	\$325.00	\$325.00	Highsmith M41-40325		Delivery: 30-40 days	1st Low Bid
Vendor									
			Social Studies School Service Culver City, CA						
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
27	1	EACH	Document Based Questions in American History Varsity.Com 0971109818 or equal.	\$351.00	\$351.00	Rand McNally & Co. Middle School #HDL-67614		Vendor Comments: Ecurions in History. The American Revolution Kit. Upper Elem. #HDL-67613 N30 days ***Offer firm for 90 days from bid opening*** Delivery: 7-15 days	1st Low Bid
Vendor									
			Rand McNally & Company Skokie, IL						
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
28	1	EACH	History Pockets - complete set; 3 reproducible activity books. Social Studies School Service EVM120-WEB or equal.	\$37.00	\$37.00	Social Studies School Service EVM-120-WEB		Delivery: 30-40 days	1st Low Bid
Vendor									
			Social Studies School Service Culver City, CA						
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
32	1	EACH	Ancient Egypt - Complete set (6 packs of each title, Teaching Guide, and storage case); ISBN: 0-8225-3713-3 Lerner or equal.	\$92.95	\$92.95	Lerner Classroom 0-8225-3713-3		Delivery: 14 Days	1st Low Bid
Vendor									
			Lerner Publishing Group/Lerner Classroom Minneapolis, MN						

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Bid No. 3646 - Social Studies Equipment, Supplies and Materials Catalog Bid
Tabulation Sheet by Item

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
33	1	EACH	Ancient Greece - Complete set (6 packs of each title, Teaching Guide, and storage case); ISBN: 0-8225-3714-1						
Vendor									
			Lerner Publishing Group/Lerner Classroom Minneapolis, MN	\$92.95	\$92.95	LernerClassroom 0-8225-3714-1		Delivery: 14 days	1st Low Bid
Item # Quantity Unit Description									
36	1	EACH	Cherub in Stone - ISBN: 0875651399 Texas Connection 38-651-39-9 PB or equal.						
Vendor									
			Follett Corporation DBA Follett Library Resources McHenry, IL	\$10.96	\$10.96	FLR#13177J4		Delivery: 20-30 days	1st Low Bid
			Texas Connections Garland, TX	\$12.95	\$12.95	38-651-39-9		Delivery: upon rec.	2nd Low Bid
Item # Quantity Unit Description									
37	1	EACH	A Paradise Called Texas - ISBN: 0890155062 Texas Connection 10-155-06-2 PB or equal.						
Vendor									
			Texas Connections Garland, TX	\$6.95	\$6.95	10-155-06-2		Delivery: upon rec.	1st Low Bid
			Follett Corporation DBA Follett Library Resources McHenry, IL	\$11.86	\$11.86	FLR#02191L1		Vendor Comments: ISBN# 0890155062: Where the Pirates Are \$9.11	2nd Low Bid
Item # Quantity Unit Description									
38	1	EACH	We the People...The Citizen and the Constitution Center for Civic Education 0898181771 or equal.						
Vendor									
			Center for Civic Education Calabasas, CA	\$14.00	\$14.00			Vendor Comments: 10+ @ \$12.00 Delivery: 10 business	1st Low Bid

McAllen Independent School District

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Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
38	1	EACH	We the People...The Citizen and the Constitution Center for Civic Education 0898181771 or equal.	\$14.00	\$14.00	Center for Civic Education CCE106	Tie	Delivery: 30-40 days	1st Low Bid
Vendor									
			Social Studies School Service Culver City, CA						
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
39	1	EACH	Drugs in the Schools: Preventing Substance Abuse Center for Civic Education 089818147x or equal.	\$7.00	\$7.00			Vendor Comments: 10+ @ \$6.00 Delivery: 10 business	1st Low Bid
Vendor									
			Center for Civic Education Calabasas, CA						

McAllen Independent School District
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Vendor List

Vendor Name	Address	Date Sent	Responded	Recommendation	No Bid	Late Bid
1 Abdo Publishing Co/Greg Escue	4940 Viking Drive Suite 622 Edina, MN 55435	8/6/2003	8/12/2003		No Bid	
2 American Guidance Service, Inc. DBA AGS Publishing	4201 Woodland Road Circle Pines, MN 55014-1796	8/6/2003	8/18/2003		No Bid	
3 Associated Microscope Inc	P O Box 1076 Elon, NC 27244	8/6/2003	8/18/2003	Qualified Vendor		
4 Avnet Computer Marketing	1130 Rutherford Lane Bldg. 2 Ste. 208 Austin, TX 78753	8/6/2003				
5 Baker & Taylor Inc	2709 Water Ridge Parkway Suite 500 Charlotte, NC 28217	8/6/2003	8/14/2003		No Bid	
6 Benz Microscope Optics Center Inc	P O Box 7022 Ann Arbor, MI 48107	8/6/2003	8/18/2003	Qualified Vendor		
7 Brodhead Garrett/School Specialty Division	100 Paragon Parkway Mansfield, OH 44901	8/6/2003				
8 Center for Civic Education	5146 Douglas Fir Road Calabasas, CA 91302-1467	8/6/2003	8/18/2003	Secondary Vendor		
9 Charles W Clark Co Inc	4540 Preslyn Drive Raleigh, NC 27616	8/6/2003				
10 Chelsea House Publishers/Greg Escue	32711 Teal Street Brookshire, TX 77423	8/6/2003	8/12/2003		No Bid	
11 Childcraft Education Corp	P O Box 3239/2920 Old Tree Drive Lancaster, PA 17604-3239	8/6/2003	8/13/2003	Qualified Vendor		
12 Classroom Direct LLC	2025 First Avenue North/PO Box 830677 Birmingham, AL 35203-0677	8/6/2003	8/19/2003	Qualified Vendor		
13 Clearvue/eav Inc	6465 North Avondale Avenue Chicago, IL 60631	8/6/2003	8/18/2003	Secondary Vendor		
14 Colonial Williamsburg	P.O. Box 1776 Williamsburg, VA 23187-1776	8/6/2003				

McAllen Independent School District
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Vendor List

Vendor Name	Address	Date Sent	Responded	Recommendation	No Bid	Late Bid
15 Compass Learning Inc.	7878 North 16th Street Suite 100 Phoenix, AZ 85020	8/6/2003	8/13/2003		No Bid	
16 Compton's Encyclopedia/Greg Escue	32711 Teal Street Brookshire, TX 77423	8/6/2003				
17 Continental Press Inc. formerly Seedling Publications Inc.	520 East Bainbridge Street Elizabethtown, PA 17022	8/6/2003				
18 Creative Education Institute	5000 Lakewood Drive Waco, TX 76710	8/6/2003	8/15/2003		No Bid	
19 Cynmar Corporation	P O Box 530 Carlinville, IL 62626-0530	8/6/2003	8/20/2003	Qualified Vendor		
20 D & H Distributing Co	2525 North Seventh Street Harrisburg, PA 17110	8/6/2003	8/19/2003		No Bid	
21 Delta Biologicals	4345 East Irvington Road Tucson, AZ 85714	8/6/2003	8/20/2003		No Bid	
22 Demco Media Turtleback Books/Greg Escue	P O Box 14260 Madison, WI 53714-0260	8/6/2003	8/12/2003		No Bid	
23 Dick Blick Company, Inc.	P O Box 1267 Galesburg, IL 61402-1267	8/6/2003	8/18/2003		No Bid	
24 Disco Print Supply Co	1891 Alton Parkway Irvine, CA 92606	8/6/2003	8/18/2003		No Bid	
25 Discount School Supply (Excellence Learning Corp)	2 Lower Fagsdale Drive Suite 125 Monterey, CA 93940	8/6/2003				
26 Donna Crenshaw dba Success: Step by Step	P O Box 150093 Arlington, TX 76015	8/6/2003				
27 Early Childhood Direct From Beckley Cardy	P O Box 369 Landisville, PA 17538	8/6/2003				
28 Educational Activities Inc	1937 Grand Avenue Baldwin, NY 11510	8/6/2003				
29 Educational Innovations	362 Main Avenue Norwalk, CT 06851	8/6/2003				

McAllen Independent School District
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Vendor List

Vendor Name	Address	Date Sent	Responded	Recommendation	No Bid	Late Bid
30 Educational Marketing System	8936 Comanche Ave Chatsworth, CA 91311-6205	8/6/2003				
31 Educational Record Center Inc	3233 Burnt Mill Drive Suite 100 Wilmington, NC 28403-2698	8/6/2003	8/18/2003	Qualified Vendor		
32 Educators Outlet Inc	P O Box 397 Timnath, CO 80547	8/6/2003				
33 Edvotek Inc.	P O Box 341232 Bethesda, MD 20827	8/6/2003	8/13/2003		No Bid	
34 Ellison Educational Equipment Inc	25862 Commercentre Drive Lake Forest, CA 92630-8804	8/6/2003	8/18/2003	Qualified Vendor		
35 ETA Cuisineaire A Division of A Daigger & Co Inc	500 Greenview Court Vernon Hills, IL 60061	8/6/2003				
36 Everbind	P O Box 695 Lodi, NJ 07644	8/6/2003				
37 Fitzroy Dearborn Publishers/Greg Escue	919 North Michigan Avenue Suite 760 Chicago, IL 60611	8/6/2003				
38 Flannery Company	13123 Aerospace Drive Victorville, CA 92394	8/6/2003				
39 Flinn Scientific Incorporated	P O Box 219 Batavia, IL 60510	8/6/2003				
40 Follett Corporation DBA Follett Library Resources	1340 Ridgeview Drive McHenry, IL 60050	8/6/2003	8/20/2003	Secondary Vendor		
41 Follett Educational Services	1433 International Woodridge, IL 60517	8/6/2003				
42 Gareth Stevens Publishing	32711 Teal Street Brookshire, TX 77423	8/6/2003	8/12/2003		No Bid	
43 Gateway Printing & Office Supplies Inc	315 South Closner Edinburg, TX 78539	8/6/2003	8/20/2003		No Bid	
44 General Binding Company	1 GBC Plaza Northbrook, IL 60062-4195	8/6/2003				

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Vendor List

Vendor Name	Address	Date Sent	Responded	Recommendation	No Bid	Late Bid
45 George F Cram Co Inc	P O Box 426 Indianapolis, IN 46206	8/6/2003	8/14/2003	Primary Vendor		
46 Glaze and Associates Inc	9202 Sweetbrush Drive Houston, TX 77064-1416	8/6/2003				
47 GPN University of Nebraska-Lincoln/Newton's Apple	P O Box 80669 Lincoln, NE 68501-0669	8/6/2003	8/15/2003		No Bid	
48 Greenhaven Press/Greg Escue	32711 Teal Street Brookshire, TX 77423	8/6/2003	8/12/2003		No Bid	
49 Greg Escue & Associates	32711 Teal Street Brookshire, TX 77423	8/6/2003				
50 Heinemann Educational Books Inc.	368 Hanover St. Portsmouth, NH 03801-3959	8/6/2003				
51 Heinemann Library	1000 Hart Road, Third Floor Barrington, IL 60010-2627	8/6/2003	8/19/2003	Qualified Vendor		
52 Highsmith Inc. DBA Upstart, Highsmith Contr. Sales Grp, Mindsparks, Highsmith Press or Highsmith	W 5527 State Road 106 Fort Atkinson, WI 53538	8/6/2003	8/18/2003		No Bid	
53 Incentives for Learning Incorporated	111 Center Avenue Suite 1 Pacheco, CA 94553	8/6/2003				
54 Insights Visual Productions	PO Box 230644 Encinitas, CA 92023	8/6/2003				
55 Jarrett Publishing Company Inc.	P.O. Box 1460/19 Cross Street Ronkonkoma, NY 11779	8/6/2003				
56 Jones Office Equipment & Stationery Co/Jones & Cook Stationers	106 South Broadway McAllen, TX 78501	8/6/2003	8/20/2003	Secondary Vendor		
57 Kamico Instructional Media, Inc.	4413 Spicewood Springs Road Suite 200 Austin, TX 78759-8592	8/6/2003	8/13/2003	Qualified Vendor		

McAllen Independent School District
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Vendor List

<i>Vendor Name</i>	<i>Address</i>	<i>Date Sent</i>	<i>Responded</i>	<i>Recommendation</i>	<i>No Bid</i>	<i>Late Bid</i>
58 Kaplan Early Learning Companies	P. O. Box 609/1310 Lewisville-Clemmons Road Lewisville, NC 27023	8/6/2003	8/18/2003	Qualified Vendor		
59 Kelvin Electronics	280 Adams Blvd Farmingdale, NY 11735	8/6/2003				
60 Lakeshore Equipment Company DBA Lakeshore Learning Materials	2695 East Dominguez Street Carson, CA 90810	8/6/2003	8/9/2003	Qualified Vendor		
61 Learning Links Inc	2300 Marcus Avenue New Hyde Park, NY 11042	8/6/2003	8/18/2003		No Bid	
62 Learning Services Inc	P O Box 10636 Eugene, OR 97440-2636	8/6/2003				
63 Lerner Publishing Group/Lerner Classroom	241 First Avenue North Minneapolis, MN 55401	8/6/2003	8/19/2003	Secondary Vendor		
64 Lucent Books/Greg Escue	32711 Teal Street Brookshire, TX 77423	8/6/2003	8/12/2003		No Bid	
65 MAAT Resources Inc./DBA Resources for Reading	P O Box 5783 Redwood City, CA 94063-0783	8/6/2003	8/18/2003	Qualified Vendor		
66 Majors Scientific Books Inc A Division of J.A. Majors Company I, LTD	P O Box 819074 Dallas, TX 75381-9074	8/6/2003	8/15/2003		No Bid	
67 Manning's School Supply	P O Box 18004 Beaumont, TX 77726-8004	8/6/2003				
68 Maple Grove Distributing	10998 East State Road #18 Galveston, IN 46932	8/6/2003	8/18/2003	Qualified Vendor		
69 Mason Crest Educational Publishers	370 Reed Road Suite 302 Broomall, PA 19008-0914	8/6/2003	8/12/2003		No Bid	
70 Master Audio Visuals Inc	P O Box 3405 Longview, TX 75606	8/6/2003				
71 Midwest Technology Products and Services	2600 Bridgeport Drive Sioux City, IA 51111	8/6/2003	8/18/2003		No Bid	

McAllen Independent School District
Bid No. 3646 - Social Studies Equipment, Supplies and Materials Catalog Bid

Vendor List

<i>Vendor Name</i>	<i>Address</i>	<i>Date Sent</i>	<i>Responded</i>	<i>Recommendation</i>	<i>No Bid</i>	<i>Late Bid</i>
72 National Educational Systems Inc	6333 De Zavala Road Suite 106 San Antonio, TX 78249	8/6/2003	8/20/2003		No Bid	
73 National Geographic Society School Publishing	P.O. Box 10597 DesMoines, IA 50340-0597	8/6/2003				
74 Nebraska Scientific	3823 Leavenworth Street Omaha, NE 68105-1180	8/6/2003	8/19/2003		No Bid	
75 New SVE, Inc (DBA SVE & Churchill Media)	6677 North Northwest Highway Chicago, IL 60631	8/6/2003	8/18/2003	Qualified Vendor		
76 Nienhuis Montessori USA Inc	140 East Dana Street Mountain View, CA 94041	8/6/2003	8/12/2003		No Bid	
77 Nystrom, Division of Herff Jones, Inc.	3333 Elston Avenue Chicago, IL 60618	8/6/2003	8/20/2003	Primary Vendor		
78 O'Neill Specialty Co Inc	3321 West Expressway McAllen, TX 78503	8/6/2003				
79 Oriental Trading Co. Inc.	4206 South 108 Street Omaha, NE 68137-1233	8/6/2003				
80 Oxford University Press Dept 472	2001 Evans Road Cary, NC 27513	8/6/2003	8/20/2003	Qualified Vendor		
81 Parco Scientific Co	P O Box 189 Vienna, OH 4473-0189	8/6/2003	8/18/2003		No Bid	
82 Pasco Scientific	10101 Foothills Boulevard Roseville, CA 95747-7100	8/6/2003	8/20/2003		No Bid	
83 Paxton/Patterson	5719 West 65th Street Chicago, IL 60638	8/6/2003	8/20/2003	Qualified Vendor		
84 Pearson Edu. Inc Publishing as Globe Fearon, Modern Curr. Press, Celebration Press, Dale Seymour	299 Jefferson Road Parsippany, NJ 07054	8/6/2003	8/18/2003	Qualified Vendor		
85 Perfection Learning Corporation	1000 North 2nd Avenue Logan, IA 51546	8/6/2003	8/12/2003		No Bid	

McAllen Independent School District
Bid No. 3646 - Social Studies Equipment, Supplies and Materials Catalog Bid

Vendor List

<i>Vendor Name</i>	<i>Address</i>	<i>Date Sent</i>	<i>Responded</i>	<i>Recommendation</i>	<i>No Bid</i>	<i>Late Bid</i>
86 Perma-Bound Books/Hertzberg-New Method Inc	617 East Vandalia Road Jacksonville, IL 62650	8/6/2003	8/18/2003	Qualified Vendor		
87 Pitsco Inc	PO Box 1708 Pittsburg, KS 66762	8/6/2003	8/18/2003		No Bid	
88 Powerkids Press	29 East 21st Street New York, NY 10010	8/6/2003	8/12/2003		No Bid	
89 Premier Education Services	363 Buckhaven Dr. Canyon Lake, TX 78133-5550	8/6/2003	8/18/2003	Primary Vendor		
90 Rainbow Educational Media Inc	4540 Preslyn Drive Raleigh, NC 27616-3177	8/6/2003				
91 Raintree/Raintree Classroom	100 North LaSalle, Suite 1200 Chicago, IL 60602	8/6/2003	8/19/2003	Qualified Vendor		
92 Rand McNally & Company	P O Box 1906/8255 North Central Park Skokie, IL 60076-8906	8/6/2003	8/19/2003	Primary Vendor		
93 Riverside Publishing Company	425 Spring Lake Drive Itasca, IL 60143-2079	8/6/2003	8/20/2003	Qualified Vendor		
94 Rosen Publishing Group	29 East 21st Street New York, NY 10010	8/6/2003	8/12/2003		No Bid	
95 Rourke Publishing Group	PO Box 3328 Ver Beach, FL 32964	8/6/2003	8/12/2003		No Bid	
96 S & S Worldwide	75 Mill Street/P O Box 513 Colchester, CT 06415	8/6/2003				
97 Sargent-Welch Scientific Company	P O Box 5229 Buffalo Grove, IL 60089-5229	8/6/2003	9/18/2003		No Bid	
98 Satco Supply/Div of Republic Drill Corp	441 Old Highway 8 NW Ste 202 St Paul, MN 55112	8/6/2003				
99 Scholastic Incorporated	2931 East McCarty Street Jefferson City, MO 65101	8/6/2003	8/19/2003	Qualified Vendor		
100 School Savers	3809 Pine Avenue Long Beach, CA 90807	8/6/2003				

McAllen Independent School District
Bid No. 3646 - Social Studies Equipment, Supplies and Materials Catalog Bid
Vendor List

<i>Vendor Name</i>	<i>Address</i>	<i>Date Sent</i>	<i>Responded</i>	<i>Recommendation</i>	<i>No Bid</i>	<i>Late Bid</i>
101 School Specialty, Inc. FKA Northern School Supply, California Furnishings, American Academic	100 Paragon Parkway Mansfield, OH 44903	8/6/2003	8/14/2003	Qualified Vendor		
102 Schoolmasters	745 State Circle/P.O. Box 1941 Ann Arbor, MI 48108	8/6/2003				
103 Science Kit, Inc. DBA Science Kit & Boreal Laboratories	P O Box 5003 / 777 East Park Drive Tonawanda, NY 14151-5003	8/6/2003	8/18/2003	Qualified Vendor		
104 Select Agendas	1320 Route 9 Champlain, NY 12919	8/6/2003				
105 Smithsonian Catalogue	Department 0006 Washington, DC 20073-0006	8/6/2003				
106 Social Studies School Service	10200 Jefferson Boulevard Culver City, CA 90232-0802	8/6/2003	8/20/2003	Primary Vendor		
107 Software Express	4128-A South Boulevard/P O Box 11010 Charlotte, NC 28209	8/6/2003	8/19/2003	Qualified Vendor		
108 Southern Scientific Inc	83 Euclid Avenue / P O Box 368 McKenzie, TN 38201	8/6/2003	8/15/2003		No Bid	
109 Sport Supply DBA US Games	P O Box 117028 Carrollton, TX 75011-7028	8/6/2003	8/19/2003	Qualified Vendor		
110 SRA / McGraw Hill Companies	4360 Beltway Place Suite 200 Arlington, TX 76018	8/6/2003				
111 Teach Stream/The Video Journal of Education	8686 South 1300 East Sandy, UT 84094	8/6/2003	8/18/2003	Qualified Vendor		
112 Teacher's Curriculum Institute	1170 E. Meadow Drive Palo Alto, CA 94303	8/6/2003				
113 Teacher's Discovery	2676 Paldan Drive Auburn Hills, MI 48326-1824	8/6/2003				
114 Teacher's Discovery	2676 Paldan Drive Suite C Auburn Hills, MI 48326-1824	8/6/2003				

McAllen Independent School District
Bid No. 3646 - Social Studies Equipment, Supplies and Materials Catalog Bid

Vendor List

Vendor Name	Address	Date Sent	Responded	Recommendation	No Bid	Late Bid
115 Teaching Resources Center	P O Box 82777 San Diego, CA 92138-2777	8/6/2003				
116 Technology y Education Resources-Alvarez (TyERA)	P O Box 310 Kingsville, TX 78364-0310	8/6/2003				
117 Texas Connections	P.O. Box 451627/3421 Greenview Dr Garland, TX 750451627	8/6/2003	8/20/2003	Secondary Vendor		
118 The Aristotle Corporation DBA Summit Learning Inc	P O Box755 Fort Atkinson, WI 53538	8/6/2003				
119 The Aristotle Corporation/NASCO	901 Janesville Avenue Fort Atkinson, WI 53538	8/6/2003	8/15/2003		No Bid	
120 The Child's World/Greg Escue	P O Box 326 Chanhassen, MN 55317-0326	8/6/2003	8/12/2003		No Bid	
121 The DBQ Project	PMB347, 1555 Sherman Avenue Evanston, IL 60201-4421	8/6/2003				
122 The Edu-Source Corporation	6333 DeZavala Road-Suite 106 San Antonio, TX 78249	8/6/2003				
123 The Great Books Foundation	35 East Wacker Drive Suite 2300 Chicago, IL 60601-2298	8/6/2003				
124 The Millbrook Press/Greg Escue	2 Old New Milford Road Brookfield, CT 06804	8/6/2003	8/12/2003		No Bid	
125 TIBH Industries	5262 South Staples Ste 240 Corpus Christi, TX 78411	8/6/2003				
126 Trevino's Studio & Photo Center Inc.	1101 North Cage Suite C-5 Pharr, TX 78577	8/6/2003	8/13/2003	Qualified Vendor		
127 Troll School & Library	100 Corporate Drive Mahwah, NJ 07430	8/6/2003				
128 U S Toy Co Inc/DBA Constructive Playthings	13201 Arrington Road Grandview, MO 64030-2886	8/6/2003	8/14/2003	Qualified Vendor		
129 University Products Inc/The Archival Company	P O Box 101 Holyoke, MA 01140	8/6/2003	8/19/2003		No Bid	

McAllen Independent School District
Bid No. 3646 - Social Studies Equipment, Supplies and Materials Catalog Bid

Vendor List

<i>Vendor Name</i>	<i>Address</i>	<i>Date Sent</i>	<i>Responded</i>	<i>Recommendation</i>	<i>No Bid</i>	<i>Late Bid</i>
130 USI Inc	98 Fort Path Road Madison, CT 06443	8/6/2003				
131 Visual Interactive Dynamics	8630 West Park Drive Houston, TX 77063	8/6/2003	8/19/2003		No Bid	
132 Visual Media Solutions Inc/Dbi Visual Interactive Dynamics	P O Box 572928 Houston, TX 77257-2928	8/6/2003				

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

DATE: January 19, 2004 **AGENDA ITEM NO.** 7-G **RELATED PAGE(S)** Under Separate
SUBJECT: Bid No. 4529 – Musical Instrument Supplies Catalog Bid Cover

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

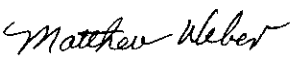
The District provides musical instruments to the campuses through the Fine Arts Department.

ADMINISTRATIVE CONSIDERATION/FACTS AND ANALYSIS:

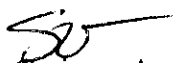
Thirty-six (36) companies were issued bid packages for musical instrument supplies. Twenty-five (25) companies responded, including one "No Bid". After reviewing the responses, Staff is recommending that the bid be awarded to all participating vendors to ensure the District has access to the supplies needed. Estimated annual expenditures are \$33,000.

RECOMMENDED BOARD ACTION:

That the Board of Trustees award Bid No. 4529 – Musical Instrument Supplies Catalog for a period of one (1) year with the option to renew for two (2) additional one-year terms to the recommended vendors on the attached list, using budgeted funds.

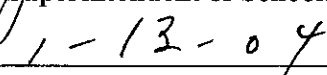


SUBMITTED BY: Dr. Matthew Weber, Director for Fine Arts
Name and Title



SUPERVISOR: Scott B. Owings, Assistant Superintendent for General Operations
Name and Title

Approved for presentation to the Board of Education:


Interim Superintendent of Schools

Date

Contact: Dr. Weber
Office: 618-6085
Pager: 971-2266
Home: 682-9912
Email: matt_weber@mcallen.isd.tenet.edu

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

DATE: January 19, 2004 **AGENDA ITEM NO.** 7-H **RELATED PAGE(S)** Under Separate
SUBJECT: Bid No. 4552 – Commercial Appliance Installation, Maintenance and Repair Services ^{Cover}

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District requested bids to obtain the services of contractors to provide district-wide commercial appliance repair and installation services on an as-needed basis. The Food Service and Athletics Departments utilize these services.

ADMINISTRATIVE CONSIDERATION/FACTS AND ANALYSIS:

Thirteen (13) vendors were issued bid packages to provide pricing on commercial appliance installation, maintenance and repair services. Three (3) vendors responded. After reviewing the responses, Staff is recommending that the District award the bid to all participating vendors, to ensure the District has access to the services needed. Expenditures from November 11, 2002 to December 19, 2003 for these services are \$23,000. Actual expenditures shall be determined through the use of budgeted funds.

RECOMMENDED BOARD ACTION:

That the Board of Trustees award Bid No. 4552 – Commercial Appliance Installation, Maintenance and Repair Services to the vendors listed below for a primary term of one (1) year with the option to renew for two (2) additional one (1) year terms using budgeted funds, pending review of the contracts by the School Attorney.

Vendor

Francisco X. Tenorio dba Maistro Services
San Juan, TX

Recommendation

Recommended Vendor

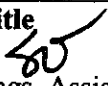
Jennifer B. Allen dba All Valley Appliance & Refrigeration
Harlingen, TX

Recommended Vendor

R&J Repair, Inc. dba National Commercial Equipment Repair
McAllen, TX

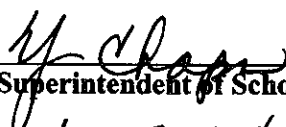
Recommended Vendor

SUBMITTED BY: Carmen Ocañas-Lerma, Director for Food Service 
Name and Title

SUPERVISOR: Scott B. Owings, Assistant Superintendent for General Operations 
Name and Title

Approved for presentation to the Board of Education:

Contact: Carmen Ocañas-Lerma
Office: 632-3226
Cell: 624-9622
Home: 630-1581
Email: carmen_ocanas@mcallen.isd.tenet.edu


Interim Superintendent of Schools

1-13-04
Date

McAllen Independent School District

Bid No. 4552 - Commercial Appliance Installation, Maintenance and Repair Services
Tabulation Sheet by Item

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Vendor Comments	Recommendation
1	1	HOUR	SERVICE CALL CHARGE - LICENSED REFRIGERATION TECHNICIAN - REGULAR HOURLY RATE				
Vendor							
			Jennifer B. Allen DBA All Valley Appliance and Refrigeration Harlingen, TX	\$45.00	\$45.00		1st Low Bid
			R & J Repair Inc/DBA National Commercial Equipment Repair McAllen, TX	\$46.50	\$46.50		2nd Low Bid
			Francisco X Tenorio dba Maistro Services San Juan, TX	\$48.00	\$48.00		3rd Low Bid
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Vendor Comments	Recommendation
2	1	HOUR	SERVICE CALL CHARGE - LICENSED REFRIGERATION TECHNICIAN - PREMIUM HOURLY RATE				
Vendor							
			Francisco X Tenorio dba Maistro Services San Juan, TX	\$48.00	\$48.00		1st Low Bid
			Jennifer B. Allen DBA All Valley Appliance and Refrigeration Harlingen, TX	\$67.50	\$67.50		2nd Low Bid
			R & J Repair Inc/DBA National Commercial Equipment Repair McAllen, TX	\$69.75	\$69.75		3rd Low Bid
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Vendor Comments	Recommendation
3	1	HOUR	SERVICE CALL CHARGE - REFRIGERATION TECHNICIAN HELPER - REGULAR HOURLY RATE				
Vendor							
			Jennifer B. Allen DBA All Valley Appliance and Refrigeration Harlingen, TX	\$20.00	\$20.00		1st Low Bid
			Francisco X Tenorio dba Maistro Services San Juan, TX	\$26.00	\$26.00		2nd Low Bid

McAllen Independent School District

Bid No. 4552 - Commercial Appliance Installation, Maintenance and Repair Services
Tabulation Sheet by Item

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Vendor Comments	Recommendation
3	1	HOUR	SERVICE CALL CHARGE - REFRIGERATION TECHNICIAN HELPER - REGULAR HOURLY RATE				
Vendor							
			R & J Repair Inc/DBA National Commercial Equipment Repair McAllen, TX	\$33.50	\$33.50		3rd Low Bid
4	1	HOUR	SERVICE CALL CHARGE - REFRIGERATION TECHNICIAN HELPER - PREMIUM HOURLY RATE				
Vendor							
			Francisco X Tenorio dba Maistro Services San Juan, TX	\$26.00	\$26.00		1st Low Bid
			Jennifer B. Allen DBA All Valley Appliance and Refrigeration Harlingen, TX	\$30.00	\$30.00		2nd Low Bid
			R & J Repair Inc/DBA National Commercial Equipment Repair McAllen, TX	\$50.25	\$50.25		3rd Low Bid
5	1	HOUR	SERVICE CALL CHARGE - APPLIANCE REPAIR TECHNICIAN - REGULAR HOURLY RATE				
Vendor							
			Jennifer B. Allen DBA All Valley Appliance and Refrigeration Harlingen, TX	\$45.00	\$45.00		1st Low Bid
			R & J Repair Inc/DBA National Commercial Equipment Repair McAllen, TX	\$46.50	\$46.50		2nd Low Bid
			Francisco X Tenorio dba Maistro Services San Juan, TX	\$48.00	\$48.00		3rd Low Bid

McAllen Independent School District

Bid No. 4552 - Commercial Appliance Installation, Maintenance and Repair Services
Tabulation Sheet by Item

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Vendor Comments	Recommendation
6	1	HOUR	SERVICE CALL CHARGE - APPLIANCE REPAIR TECHNICIAN - PREMIUM HOURLY RATE				
Vendor							
			Francisco X Tenorio dba Maistro Services San Juan, TX	\$26.00	\$26.00		1st Low Bid
			Jennifer B. Allen DBA All Valley Appliance and Refrigeration Harlingen, TX	\$67.50	\$67.50		2nd Low Bid
			R & J Repair Inc/DBA National Commercial Equipment Repair McAllen, TX	\$69.75	\$69.75		3rd Low Bid
7	1	HOUR	SERVICE CALL CHARGE - APPLIANCE REPAIR TECHNICIAN HELPER - REGULAR HOURLY RATE				
Vendor							
			Jennifer B. Allen DBA All Valley Appliance and Refrigeration Harlingen, TX	\$20.00	\$20.00		1st Low Bid
			R & J Repair Inc/DBA National Commercial Equipment Repair McAllen, TX	\$33.50	\$33.50		2nd Low Bid
			Francisco X Tenorio dba Maistro Services San Juan, TX	\$48.00	\$48.00		3rd Low Bid
8	1	HOUR	SERVICE CALL CHARGE - APPLIANCE REPAIR TECHNICIAN HELPER - PREMIUM HOURLY RATE				
Vendor							
			Francisco X Tenorio dba Maistro Services San Juan, TX	\$26.00	\$26.00		1st Low Bid
			R & J Repair Inc/DBA National Commercial Equipment Repair McAllen, TX	\$50.25	\$50.25		2nd Low Bid

McAllen Independent School District

Bid No. 4552 - Commercial Appliance Installation, Maintenance and Repair Services
Tabulation Sheet by Item

Item #	Quantity	Unit	Description
9	1	HOUR	SERVICE CALL CHARGE - KITCHEN AND/OR REFRIGERATION EQUIPMENT INSTALLATION - REGULAR HOURLY RATE

Vendor	Unit Cost	Extended Cost	Vendor Comments	Recommendation
R & J Repair Inc/DBA National Commercial Equipment Repair McAllen, TX	\$46.50	\$46.50		1st Low Bid
Francisco X Tenorio dba Maistro Services San Juan, TX	\$48.00	\$48.00		2nd Low Bid

Item #	Quantity	Unit	Description
10	1	HOUR	SERVICE CALL CHARGE - KITCHEN AND/OR REFRIGERATION EQUIPMENT INSTALLATION - PREMIUM HOURLY RATE

Vendor	Unit Cost	Extended Cost	Vendor Comments	Recommendation
Francisco X Tenorio dba Maistro Services San Juan, TX	\$48.00	\$48.00		1st Low Bid
R & J Repair Inc/DBA National Commercial Equipment Repair McAllen, TX	\$69.75	\$69.75		2nd Low Bid

Item #	Quantity	Unit	Description
11	1	%	PERCENT MARKUP FROM COST FOR PARTS AND SUPPLIES _____%

Vendor	Unit Cost	Extended Cost	Vendor Comments	Recommendation
Francisco X Tenorio dba Maistro Services San Juan, TX			Vendor Comments: 20%	
R & J Repair Inc/DBA National Commercial Equipment Repair McAllen, TX			Vendor Comments: 50% < \$100.00 33 1/3% \$100.00 to \$500.00 25% from \$500.00 higher	

McALLEN INDEPENDENT SCHOOL DISTRICT
Bid No. 4552 – Commercial Appliance Installation, Maintenance and Repair Services
Comparison Sheet of Sample Items

VENDOR NAME	ITEM'S BID	FREON R-402	FREON R-409	HATCO BOOSTER HEATER
Jennifer B. Allen dba All Valley Appliance and Refrigeration Harlingen, TX	3	\$18.00LB	\$18.00LB	\$2685.00
Francisco X. Tenorio dba Maistro Services San Juan, TX	3	\$12.00LB	\$8.00LB	\$2550.00
R&J Repair Inc. dba National Commercial Equipment Repair McAllen, TX	3	\$16.00LB 402A \$18.00LB 402B	\$12.00LB	\$2550.00

McAllen Independent School District

Bid No. 4552 - Commercial Appliance Installation, Maintenance and Repair Services

Vendor List

Vendor Name	Address	Date Sent	Responded	Recommendation	No Bid	Late Bid
1 All American A/C & Refrigeration	Route 25 Box 7415 Mission, TX 78572	11/12/2003				
2 Anchor Equipment Co Inc	P O Box 477 New York, NY 10013	11/12/2003				
3 Buller Fixture Company	6828 L Street Omaha, NE 68117	11/12/2003				
4 Commercial Kitchen Repair Company	1377 North Brazos Street San Antonio, TX 78207	11/12/2003				
5 CSL Environmental Inc	10 Commerce Drive Suite B Destin, FL 32541	11/12/2003				
6 De Luna Refrigeration	1400 East Laurel McAllen, TX 78501	11/12/2003				
7 Francisco X Tenorio dba Maistro Services	P.O. Box 1802 San Juan, TX 78589	11/14/2003	12/3/2003	Recommended Vendor		
8 Jennifer B. Allen DBA All Valley Appliance and Refrigeration	P O Box 531863 Harlingen, TX 78553	11/12/2003	12/3/2003	Recommended Vendor		
9 Pasco Brokerage Inc	P O Box 260399 Plano, TX 75026-0399	11/12/2003				
10 R & J Repair Inc/DBA National Commercial Equipment Repair	1349 East Hackberry McAllen, TX 78504	11/12/2003	12/3/2003	Recommended Vendor		
11 Smith Restaurant Supply Co Inc	500 Erie Boulevard East Syracuse, NY 13202-1109	11/12/2003				
12 Southwest Texas Equipment Distributors Inc	1227 South Saint Mary's San Antonio, TX 78210	11/12/2003				
13 Texas Industries for the Blind and Handicapped (TIBH)	300 Highland Mall Blvd Suite 302 Austin, TX 78752	11/12/2003				

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

DATE: January 19, 2004 **AGENDA ITEM NO.** 7-I **RELATED PAGE(S)** Under Separat
SUBJECT: Bid No. 4561 – School and Office Furniture Cover

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District purchases school and office furniture for students and staff.

ADMINISTRATIVE CONSIDERATION/FACTS AND ANALYSIS:

Two hundred and eight (208) companies were invited to bid on school and office furniture. Thirty-three (33) companies responded, including sixteen (16) "No Bids." After reviewing the responses, Staff is recommending that the District award to all responding vendors as Primary, Secondary and Qualified to ensure the District has access to the furniture needed. Primary and Secondary Vendors were selected on the basis of pricing and Qualified Vendor status was given to the remaining responding vendors. Expenditures for school and office furniture from December 12, 2002 to December 15, 2003 were \$100,757.45.

RECOMMENDED BOARD ACTION:

That the Board of Trustees award Bid No. 4561 – School and Office Furniture for a primary term of one (1) year with an option to renew and extend for two (2) additional one (1) year terms to the recommended vendors on the attached list using budgeted funds.

SUBMITTED BY: Lorena Pequeño, Purchasing Coordinator *LP*
Name and Title

SUPERVISOR: Héctor ~~Zuñiga~~, Administrator for Purchasing Services
Name and Title

Approved for presentation to the Board of Education:

Contact: Lorena Pequeño
Office: 632-3241
Email: lorena_pequeno@mcallen.isd.tenet.edu

Y. Chapa
Interim Superintendent of Schools
1-13-04
Date

List of Recommended Vendors

<u>Vendor</u>	<u>Recommendation</u>	<u>Discount</u>
A. Bargas and Associates San Antonio, TX	Secondary Vendor	42% Discount Texas MFG. Smith Systems 41% Discount Royal Seating 40% Discount Best Rite 35% Discount Brodart Custom Furniture 32% Discount A. Bargas & Associates
Childcraft Education Corp Lancaster, PA	Qualified Vendor	10% Discount off the lowest price indicated in our catalog.
Childcraft Education Corp. DBA ABC School Supply Inc Lancaster, PA	Qualified Vendor	18% Discount
Community Products LLC/DBA Community Playthings or Rifton Equipment Chester, NY	Qualified Vendor	0% Discount
Corporate Express Inc Harlingen, TX	Secondary Vendor	52% Discount Hon 2004 50% Discount Global 2003/04 50% Discount 35% Discount National 2003 United Stationers 2003 (Wholesaler) 35% Discount Balt 2003 35% Discount Smith Systems 2002
Demco Inc Madison, WI	Qualified Vendor	8% Discount off Furniture
Gaylord Bros Division of The Croydon Co Syracuse, NY	Secondary Vendor	
Highsmith Inc. DBA Upstart, Highsmith Contr. Sales Grp, Mindsparks, Highsmith Press or Highsmith Fort Atkinson, WI	Secondary Vendor	5% Discount
Indeco Sales Inc Belton, TX	Qualified Vendor	10% Discount - Blanket
Jones Office Equipment & Stationery Co/Jones & Cook Stationers McAllen, TX	Secondary Vendor	

<u>Vendor</u>	<u>Recommendation</u>	<u>Discount</u>
JR Inc Universal City, TX	Primary Vendor	53% Discount Virco 56% Discount Hon 15% Discount Moser 40% Discount Royal
Kaplan Early Learning Companies Lewisville, NC	Qualified Vendor	15% Discount off current catalog prices.
Lakeshore Equipment Company DBA Lakeshore Learning Materials Carson, CA	Qualified Vendor	5% Discount Lakeshore Learning Materials 5% Discount Lakeshore Grades 1-2-3 0% Discount Lakeshore Basics & Beyond
Mexam Computer Workcenters International Inc Harlingen, TX	Secondary Vendor	
O'Neill Specialty Co Inc McAllen, TX	Qualified Vendor	15% Discount
William V MacGill Company Lombard, IL	Qualified Vendor	5% Discount off the total of all orders.
Wolfgang Walther DBA Wood Etc Corporation Dallas, TX	Qualified Vendor	25% Discount off Wooden Furniture & Equipment 10% Discount off Angeles, Flagship Carpets

McALLEN INDEPENDENT SCHOOL DISTRICT

Bid No. 4561 – School and Office Furniture

VENDOR NAME	ITEM'S BID IN CATEGORY	FIRST LOW BIDS	SECOND LOW BIDS	THIRD LOW BIDS	VENDOR STATUS
JR Inc. Universal City, TX	31	30	0	0	Primary Vendor
Jones & Cook Stationers McAllen, TX	13	0	12	1	Secondary Vendor
Mexam Computer Workcenters Int. Harlingen, TX	27	0	9	18	Secondary Vendor
Highsmith Inc. DBA Upstart, Highsmith Contr. Sales Grp. Inc. Fort Atkinson, WI	10	0	7	0	Secondary Vendor
A. Bargas and Assoc. San Antonio, TX	13	0	0	7	Secondary Vendor
Corporate Express Inc. Harlingen, TX	13	0	0	1	Secondary Vendor
Gaylord Bros. Division of the Croydon Co. Syracuse, NY	5	0	0	0	Secondary Vendor
Childcraft Education Corp. Lancaster, PA	0	0	0	0	Qualified Vendor
Childcraft Education Corp. DBA ABC School Supply Inc. Lancaster, PA	0	0	0	0	Qualified Vendor

McALLEN INDEPENDENT SCHOOL DISTRICT

Bid No. 4561 – School and Office Furniture

VENDOR NAME	ITEM'S BID IN CATEGORY	FIRST LOW BIDS	SECOND LOW BIDS	THIRD LOW BIDS	VENDOR STATUS
Community Products LLC DBA Community Playthings or Rifton Equipment Chester, NY	0	0	0	0	Qualified Vendor
Demco Inc. Madison, WI	0	0	0	0	Qualified Vendor
Indeco Sales Inc. Belton, TX	0	0	0	0	Qualified Vendor
Kaplan Early Learning Co. Lewisville, NC	0	0	0	0	Qualified Vendor
Lakeshore Equipment Co. DBA Lakeshore Learning Materials Carson, CA	0	0	0	0	Qualified Vendor
O'Neill Specialty Co. Inc. McAllen, TX	0	0	0	0	Qualified Vendor
William V MacGill Co. Lombard, IL	0	0	0	0	Qualified Vendor
Wolfgang Walther DBA Wood Etc Corp. Dallas, TX	0	0	0	0	Qualified Vendor

McAllen Independent School District

Bid No. 4561 - School and Office Furniture

Tabulation Sheet by Item

Item #	Quantity	Unit	Description
1	1	EACH	STUDENT CHAIR - One-piece, anti-static plastic shell that's supported by a sturdy tubular steel frame; 12" height; navy blue; chrome legs.
Virco 9012 or Royal 1101-12			

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
Indeco Sales Inc Belton, TX	\$13.62	\$13.62	ABC #7101		Delivery: 30-60 Days	DNMS - Vendor bid a ABC brand.
JR Inc Universal City, TX	\$15.67	\$15.67	Virco #9012		Delivery: 45-60 Days	1st Low Bid
Highsmith Inc. DBA Upstart, Highsmith Contr. Sales Grp, Mindsparks, Highsmith Press or Highsmith	\$19.30	\$19.30	Royal #1101-12		Delivery: 21-30 Days	2nd Low Bid
Fort Atkinson, WI						
Mexam Computer Workcenters International Inc Harlingen, TX	\$21.56	\$21.56	Virco #9012		Delivery: 3-4 Weeks	3rd Low Bid
O'Neal Specialty Co Inc McAllen, TX	\$22.77	\$22.77	McCourt Mfg. #MCM-85400		Delivery: 14-21 Days	
Gaylord Bros Division of The Croydon Co Syracuse, NY	\$25.67	\$25.67	Gaylord Bros. #1101-12-124-55		Delivery: Within 6-8 Weeks ARO	
A. Bargas and Associates San Antonio, TX	\$28.85	\$28.85	Royal Seating #1101-12		Delivery: 3 Weeks	

Item #	Quantity	Unit	Description
2	1	EACH	STUDENT CHAIR - One-piece, anti-static plastic shell that's supported by a sturdy tubular steel frame; 14" height; navy blue; chrome legs.
Virco 9014 or Royal 1101-14			

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
Indeco Sales Inc Belton, TX	\$13.62	\$13.62	ABC #7103		Delivery: 30-60 Days	DNMS - Vendor bid a ABC brand.
JR Inc Universal City, TX	\$15.67	\$15.67	Virco #9014		Delivery: 45-60 Days	1st Low Bid

**Bid No. 4561 - School and Office Furniture
Tabulation Sheet by Item**

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McAllen Independent School District

Bid No. 4561 - School and Office Furniture

Tabulation Sheet by Item

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
3	1	EACH	STUDENT CHAIR - One-piece, anti-static plastic shell that's supported by a sturdy tubular steel frame; 16" height; navy blue; chrome legs. Virco 9016 or Royal 1101-16						
Vendor									
			O'Neal Specialty Co Inc McAllen, TX	\$26.93	\$26.93	McCourt Mfg. #MCM-83400		Delivery: 14-21 Days	
			Gaylord Bros Division of The Croydon Co Syracuse, NY	\$27.84	\$27.84	Gaylord Bros. #1101-16-124-55		Delivery: Within 6-8 Weeks ARO	
			A. Bargas and Associates San Antonio, TX	\$31.09	\$31.09	Royal Seating #110-16		Delivery: 3 Weeks	
4	1	EACH	STUDENT CHAIR - One-piece, anti-static plastic shell that's supported by a sturdy tubular steel frame; 18" height; navy blue; chrome legs. Virco 9018 or Royal 1101-18						
Vendor									
			Indeco Sales Inc Belton, TX	\$17.53	\$17.53	ABC #7107		Delivery: 30-60 Days	DNMS - Vendor bid a ABC brand.
			JR Inc Universal City, TX	\$18.46	\$18.46	Virco #9018		Delivery: 45-60 Days	1st Low Bid
			Highsmith Inc. DBA Upstart, Highsmith Contr. Sales Grp, Mindsparks, Highsmith Press or Highsmith Fort Atkinson, WI	\$21.25	\$21.25	Royal #1101-18		Delivery: 21-30 Days	2nd Low Bid
			O'Neal Specialty Co Inc McAllen, TX	\$26.93	\$26.93	McCourt Mfg. #MCM-82400		Delivery: 14-21 Days	DNMS - Vendor bid a McCourt brand.
			Mexam Computer Workcenters International Inc Harlingen, TX	\$29.89	\$29.89	Virco #9018		Delivery: 3-4 Weeks	3rd Low Bid
			Gaylord Bros Division of The Croydon Co Syracuse, NY	\$35.05	\$35.05	Gaylord Bros. #1101-18-124-55		Delivery: Within 6-8 Weeks ARO	
			A. Bargas and Associates San Antonio, TX	\$37.11	\$37.11	Royal Seating #1101-18		Delivery: 3 Weeks	

McAllen Independent School District

Bid No. 4561 - School and Office Furniture

Tabulation Sheet by Item

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
5	1	EACH	STUDENT DESK - Open-front 4 3/4" deep metal book box and an 18" x 24" high-pressure laminate writing surface; chrome legs; walnut laminate; adjustable height up to 30". Virco 785MBB or Royal 1603	\$29.08	\$29.08	ABC #9500		Delivery: 30-60 Days	DNMS - Vendor bid a ABC brand.
			JR Inc Universal City, TX	\$31.69	\$31.69	Virco #785MBB		Delivery: 45-60 Days	1st Low Bid
			Highsmith Inc. DBA Upstart, Highsmith Contr. Sales Grp, Mindsparks, Highsmith Press or Highsmith	\$47.89	\$47.89	Royal #1603		Delivery: 21-30 Days	2nd Low Bid
			Fort Atkinson, WI						
			Mexam Computer Workcenters International Inc Harlingen, TX	\$48.00	\$48.00	Virco #785MBB		Delivery: 3-4 Weeks	3rd Low Bid
			A. Bargas and Associates San Antonio, TX	\$63.48	\$63.48	Royal Seating #1603A		Delivery: 3 Weeks	
			Gaylord Bros Division of The Croydon Co Syracuse, NY	\$70.98	\$70.98	Gaylord Bros. #1603C		Delivery: Within 6-8 Weeks ARO	
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
6	1	EACH	STUDENT COMBO - 18" x 24" Martest 21® hard plastic work surface, a strong tubular steel frame and a Martest 21 seat and back; 29 5/8" height of combo; navy blue; walnut writing surface. Virco 3400BR or Royal 4404	\$67.56	\$67.56	ABC #H457		Delivery: 30-60 Days	DNMS - Vendor bid a ABC brand.
			JR Inc Universal City, TX	\$83.25	\$83.25	Virco #3400BR		Delivery: 45-60 Days	1st Low Bid
			Highsmith Inc. DBA Upstart, Highsmith Contr. Sales Grp, Mindsparks, Highsmith Press or Highsmith	\$98.47	\$98.47	Royal #4404-18UCH		Delivery: 21-30 Days	2nd Low Bid
			Fort Atkinson, WI						

McAllen Independent School District

Bid No. 4561 - School and Office Furniture

Tabulation Sheet by Item

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
6	1	EACH	STUDENT COMBO - 18" x 24" Martest 21® hard plastic work surface, a strong tubular steel frame and a Martest 21 seat and back; 29 5/8" height of combo; navy blue; walnut writing surface. Virco 3400BR or Royal 4404	\$123.36	\$123.36	Virco #3400BR		Delivery: 3-4 Weeks	3rd Low Bid
Vendor									
			Mexam Computer Workcenters International Inc Harlingen, TX						
			A. Bargas and Associates San Antonio, TX	\$130.51	\$130.51	Royal Seating #4404		Delivery: 3 Weeks	
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
7	1	EACH	TEACHER CHAIR - One-piece, anti-static navy blue plastic shell that's supported by a sturdy tubular steel frame; 18" height; chrome legs with casters; with fabric padded seat and back. Virco 9050P or Royal 1141U	\$38.17	\$38.17	ABC #7167-P		Delivery: 30-60 Days	DNMS - Vendor bid a ABC brand.
Vendor									
			Inde Sales Inc Belton, TX						
			JR Inc Universal City, TX	\$53.75	\$53.75	Virco #9050P		Delivery: 45-60 Days	1st Low Bid
			Mexam Computer Workcenters International Inc Harlingen, TX	\$82.08	\$82.08	Virco #9050P		Delivery: 3-4 Weeks	2nd Low Bid
			A. Bargas and Associates San Antonio, TX	\$83.25	\$83.25	Royal Seating #1141U		Delivery: 3 Weeks	3rd Low Bid
			Highsmith Inc. DBA Upstart, Highsmith Contr. Sales Grp, Mindsparks, Highsmith Press or Highsmith Fort Atkinson, WI	\$98.47	\$98.47	Royal #1141U-18CH		Delivery: 21-30 Days	
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
8	1	EACH	TEACHER DESK - 48" x 30" x 29 1/2"; Single pedestal; Box/file/center drawer; 3/4 height sidewalls and modesty panels; Square-tube legs, in chrome; Soft-feel edge treatment; 3/4 extension box drawer; Fully finished drawer interiors; Full-extension file drawer with triple-tied cradle suspension; High file drawer sides accept hanging files. Hon 84251						
Vendor									
			Bid 4561						

McAllen Independent School District

Bid No. 4561 - School and Office Furniture

Tabulation Sheet by Item

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
8	1	EACH	TEACHER DESK - 48" x 30" x 29 1/2"; Single pedestal; Box/file/center drawer; 3/4 height sidewalls and modesty panels; Square-tube legs, in chrome; Soft-feel edge treatment; 3/4 extension box drawer; Fully finished drawer interiors; Full-extension file drawer with triple-tied cradle suspension; High file drawer sides accept hanging files. Hon 84251	\$74.78	\$74.78	Royal #1925		Delivery: 21-30 Days	DNMS - Vendor bid a Royal brand.
				\$165.44	\$165.44	ABC #D4RO		Delivery: 30-60 Days	DNMS - Vendor bid a ABC brand.
				\$172.70	\$172.70	Hon #84251		Delivery: 30-45 Days	1st Low Bid
				\$195.72	\$195.72	Hon #84251		Vendor Comments: Please specify TXMAS #3-711090-11 on all PO's. Delivery: 3-4 Weeks	2nd Low Bid
				\$214.00	\$214.00	Hon #84251		Delivery: 4-6 Weeks	3rd Low Bid
				\$223.68	\$223.68	Hon #84251		Delivery: 4-6 Weeks	
				\$227.80	\$227.80	Hon #84251		Delivery: 4-6 Weeks	
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
9	1	EACH	COMPUTER DESK - 30" x 60" work surface; adjustable height pedestal chrome steel legs; walnut surface; black t-mold banding. Virco 873060 or Royal 5337C	\$106.09	\$106.09	ABC #CT60		Delivery: 30-60 Days	DNMS - Vendor bid a ABC brand.
				\$117.22	\$117.22	Virco #873060		Delivery: 45-60 Days	1st Low Bid

McAllen Independent School District

Bid No. 4561 - School and Office Furniture
Tabulation Sheet by Item

Item #	Quantity	Unit	Description		
9	1	EACH	COMPUTER DESK - 30" x 60" work surface; adjustable height pedestal chrome steel legs; walnut surface; black t-mold banding. Virco 873060 or Royal 5337C		
Vendor	Unit Cost	Extended Cost	Brand/Model Tie Vendor Comments Recommendation		
Mexam Computer Workcenters International Inc Harlingen, TX	\$149.28	\$149.28	Virco #873060	Delivery: 3-4 Weeks	2nd Low Bid
A. Bargas and Associates San Antonio, TX	\$186.56	\$186.56	Royal #5337C	Delivery: 6 Weeks	3rd Low Bid
Highsmith Inc. DBA Upstart, Highsmith Contr. Sales Grp, Mindsparks, Highsmith Press or Highsmith Fort Atkinson, WI	\$242.47	\$242.47	Royal #5337C	Delivery: 21-30 Days	
Item #	Quantity	Unit	Description		
10	1	EACH	DUAL LEVEL COMPUTER DESK - 42" x 30" work surface; Monitor shelf adjusts 6" , 8" , 10" or 12" height; Top height 27" fixed, adjustable legs with casters. Royal 5935JC-0090		
Vendor	Unit Cost	Extended Cost	Brand/Model Tie Vendor Comments Recommendation		
Indeco Sales Inc Belton, TX	\$141.00	\$141.00	Balt #46862	Delivery: 30-60 Days	DNMS - Vendor bid a Balt brand.
JR Inc Universal City, TX	\$214.37	\$214.37	Royal #5935JC/#0090	Delivery: 45-60 Days	1st Low Bid
Highsmith Inc. DBA Upstart, Highsmith Contr. Sales Grp, Mindsparks, Highsmith Press or Highsmith Fort Atkinson, WI	\$247.23	\$247.23	Royal #5935JC-0090	Delivery: 30-45 Days	2nd Low Bid
A. Bargas and Associates San Antonio, TX	\$266.92	\$266.92	Royal #5935JC-099	Delivery: 6 Weeks	3rd Low Bid
Item #	Quantity	Unit	Description		
11	1	EACH	BOOKCASE - 34 1/2" W x 12 5/8" D x 47"H; Heavy gauge steel; Four adjustable shelves in increments of 1/2"; 12 1/8" depth for shelves. Hon S48ABC		

McAllen Independent School District

Bid No. 4561 - School and Office Furniture

Tabulation Sheet by Item

Item #	Quantity	Unit	Description
11	1	EACH	BOOKCASE - 34 1/2" W x 12 5/8" D x 47"H; Heavy gauge steel; Four adjustable shelves in increments of 1/2"; 12 1/8" depth for shelves. Hon S48ABC

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
JR Inc Universal City, TX	\$65.53	\$65.53	Hon #S48ABC		Delivery: 30-45 Days	1st Low Bid
Jones Office Equipment & Stationery Co/Jones & Cook Stationers McAllen, TX	\$70.14	\$70.14	Hon #S48ABC		Vendor Comments: Please specify TXMAS #3-711090-11 on all PO's. Delivery: 3-4 Weeks	2nd Low Bid
Mexam Computer Workcenters International Inc Harlingen, TX	\$76.82	\$76.82	Hon #S48ABC		Delivery: 4-6 Weeks	3rd Low Bid
Corporate Express Inc Harlingen, TX	\$80.16	\$80.16	Hon #S48ABC		Delivery: 4-6 Weeks	
O'Neal Specialty Co Inc McAllen, TX	\$81.65	\$81.65	Hon #S48ABC		Delivery: 1-3 Days	
Index Sales Inc Belton, TX	\$99.30	\$99.30	Hon #S48ABC		Delivery: 30-60 Days	

Item #	Quantity	Unit	Description
12	1	EACH	BOOKCASE - 34 1/2" W x 12 5/8" D x 71"H; Heavy gauge steel; Five adjustable shelves in increments of 1/2"; 12 1/8" depth for shelves. Hon S72ABC

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
JR Inc Universal City, TX	\$91.04	\$91.04	Hon S72ABC		Delivery: 30-45 Days	1st Low Bid
Jones Office Equipment & Stationery Co/Jones & Cook Stationers McAllen, TX	\$97.44	\$97.44	Hon #S72ABC		Vendor Comments: Please specify TXMAS #3-711090-11 on all PO's. Delivery: 3-4 Weeks	2nd Low Bid
Mexam Computer Workcenters International Inc Harlingen, TX	\$106.72	\$106.72	Hon #S72ABC		Delivery: 4-6 Weeks	3rd Low Bid
Corporate Express Inc Harlingen, TX	\$111.36	\$111.36	Hon #S72ABC		Delivery: 4-6 Weeks	
O'Neal Specialty Co Inc McAllen, TX	\$113.40	\$113.40	Hon #S72ABC		Delivery: 1-3 Days	

McAllen Independent School District

Bid No. 4561 - School and Office Furniture
Tabulation Sheet by Item

Item #	Quantity	Unit	Description
12	1	EACH	BOOKCASE - 34 1/2" W x 12 5/8" D x 71"H; Heavy gauge steel; Five adjustable shelves in increments of 1/2"; 12 1/8" depth for shelves. Hon S72ABC

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
Indeco Sales Inc Belton, TX	\$126.28	\$126.28	Hon #S472ABC		Delivery: 30-60 Days	

Item #	Quantity	Unit	Description
13	1	EACH	TABLE - 48" Round; 1 1/8" or more thick table top; adjustable height chrome legs up to 30" in increments of 1/2"; walnut surface. Virco 4848R or Royal 2266B

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
Indeco Sales Inc Belton, TX	\$64.47	\$64.47	ABC #1280		Delivery: 30-60 Days	DNMS - Vendor bid a ABC brand.
JR Inc Universal City, TX	\$75.50	\$75.50	Virco #4848R		Delivery: 45-60 Days	1st Low Bid
O'Neal Specialty Co Inc McAllen, TX	\$99.65	\$99.65	McCourt Mfg. #MCM-74500W		Delivery: 14-21 Days	DNMS - Vendor bid a McCourt brand.
Mexam Computer Workcenters International Inc Harrington, TX	\$125.76	\$125.76	Virco #4848R		Delivery: 3-4 Weeks	2nd Low Bid
A. Bargas and Associates San Antonio, TX	\$137.76	\$137.76	Royal #2266B		Delivery: 4 Weeks	3rd Low Bid
Kaplan Early Learning Companies Lewisville, NC	\$146.16	\$146.16	Kaplan #13-35381 (22"-30")		Vendor Comments: Page 25. Sub: Golden oak surface, black steel legs. Delivery: 7-15 Days Instock	

Item #	Quantity	Unit	Description
14	1	EACH	TABLE - 30" x 72" top; folding table; 3/4" thick table top; particle board with laminate finish; walnut laminate; black frame. Virco 603072 or Royal 2638A

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
JR Inc Universal City, TX	\$71.85	\$71.85	Virco #603072		Delivery: 45-60 Days	1st Low Bid
Indeco Sales Inc Belton, TX	\$75.17	\$75.17	ABC #1550		Delivery: 30-60 Days	DNMS - Vendor bid a ABC brand.

McAllen Independent School District

Bid No. 4561 - School and Office Furniture
Tabulation Sheet by Item

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
14	1	EACH	TABLE - 30" x 72" top; folding table; 3/4" thick table top; particle board with laminate finish; walnut laminate; black frame. Virco 603072 or Royal 2638A						
Vendor									
			Mexam Computer Workcenters International Inc Harlingen, TX	\$88.80	\$88.80	Virco #603072		Delivery: 3-4 Weeks	2nd Low Bid
			O'Neill Specialty Co Inc McAllen, TX	\$117.35	\$117.35	McCourt Mfg. #MCM-70005		Delivery: 14-21 Days	DNMS - Vendor bid a McCourt brand.
			A. Bargas and Associates San Antonio, TX	\$130.15	\$130.15	Royal #2638A		Delivery: 4 Weeks	3rd Low Bid

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
15	1	EACH	TABLE - 48" x 72" kidney shaped top; 1 1/8" or more thick table top; adjustable height chrome legs up to 30" in increments of 1/2"; walnut surface. Virco 48KID72 or Royal 2268E						

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
JR Inc Universal City, TX	\$107.95	\$107.95	Virco #48KID72		Delivery: 45-60 Days	1st Low Bid
Indeco Sales Inc Belton, TX	\$114.14	\$114.14	ABC #1276		Delivery: 30-60 Days	DNMS - Vendor bid a ABC brand.
O'Neill Specialty Co Inc McAllen, TX	\$143.75	\$143.75	McCourt Mfg. #MCM-74540W		Delivery: 14-21 Days	DNMS - Vendor bid a McCourt brand.
Mexam Computer Workcenters International Inc Harlingen, TX	\$187.20	\$187.20	Virco #48KID72		Delivery: 3-4 Weeks	2nd Low Bid
A. Bargas and Associates San Antonio, TX	\$203.84	\$203.84	Royal #2268E		Delivery: 4 Weeks	3rd Low Bid
Kaplan Early Learning Companies Lewisville, NC	\$203.96	\$203.96	Kaplan #13-35389 (22"-30")		Vendor Comments: Page 25. Sub: Oak surface, black steel legs.	

McAllen Independent School District

Bid No. 4561 - School and Office Furniture

Tabulation Sheet by Item

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
16	1	EACH	TABLE - 30" x 72" top; 1 1/8" or more thick table top; adjustable height chrome legs up to 30" in increments of 1/2"; walnut surface. Virco 483072 or Royal 2238A						
Vendor									
Indeco Sales Inc Belton, TX				\$68.51	\$68.51	ABC #1250		Delivery: 30-60 Days	DNMS - Vendor bid a ABC brand.
JR Inc Universal City, TX				\$74.10	\$74.10	Virco #483072		Delivery: 45-60 Days	1st Low Bid
O'Neill Specialty Co Inc McAllen, TX				\$98.95	\$98.95	McCourt Mfg. #MCM-74470W		Delivery: 14-21 Days	DNMS - Vendor bid a McCourt brand.
Mexam Computer Workcenters International Inc Harlingen, TX				\$123.84	\$123.84	Virco #483072		Delivery: 3-4 Weeks	2nd Low Bid
Kaplan Early Learning Companies Lewisville, NC				\$140.21	\$140.21	Kaplan #13-35386		Vendor Comments: Page 25. Sub: Oak laminate, black steel legs.	DNMS - Vendor bid a Kaplan brand.
A. Briggs and Associates San Antonio, TX				\$140.60	\$140.60	Royal #2238A		Delivery: 4 Weeks	3rd Low Bid

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
17	1	EACH	TABLE - 30" x 72" lightweight ABS plastic top; folding table; non-adjustable legs. Virco 613072 or Kruger DL3072						
Vendor									
Kaplan Early Learning Companies Lewisville, NC				\$93.46	\$93.46	Kaplan #13-52183		Vendor Comments: Page 24.	DNMS - Vendor bid a Kaplan brand.
O'Neill Specialty Co Inc McAllen, TX				\$179.85	\$179.85	McCourt Mfg. #MCM-75010		Delivery: 14-21 Days	DNMS - Vendor bid a McCourt brand.
Indeco Sales Inc Belton, TX				\$187.61	\$187.61	Midwest #630LW		Delivery: 30-60 Days	DNMS - Vendor bid a Midwest brand.
JR Inc Universal City, TX				\$193.10	\$193.10	Virco #613072		Delivery: 45-60 Days	1st Low Bid
Mexam Computer Workcenters International Inc Harlingen, TX				\$238.56	\$238.56	Virco #613072		Delivery: 3-4 Weeks	2nd Low Bid

Bid 4561

McAllen Independent School District

Bid No. 4561 - School and Office Furniture
Tabulation Sheet by Item

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
18	1	EACH	TABLE STORAGE TRUCK - Holds 12 regular 72" folding tables or 9 lightweight 72" tables; with rails; with 4 casters; black frame. <i>Virco HTT6 or Kruger</i>						
Vendor									
JR Inc Universal City, TX				\$161.54	\$161.54	Virco #HTT6		Delivery: 45-60 Days	1st Low Bid
O'Neill Specialty Co Inc McAllen, TX				\$189.57	\$189.57	McCourt Mfg. #MCM-01810		Delivery: 14-21 Days	DNMS - Vendor bid a McCourt brand.
Indeco Sales Inc Belton, TX				\$199.29	\$199.29	Midwest #TC72		Delivery: 30-60 Days	DNMS - Vendor bid a Midwest brand.
Mexam Computer Workcenters International Inc Harlingen, TX				\$199.68	\$199.68	Virco #HTT6		Delivery: 3-4 Weeks	2nd Low Bid

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
19	1	EACH	OFFICE CHAIR - High-performance task chair; With the following controls: Back height; Asynchronous; Pneumatic; Seat glide; Tilt tension; Tilt and Swivel; Up to 48" high; Molder polymer outer back; Grade III color fabric. <i>Hon 7708</i>						

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
JR Inc Universal City, TX	\$164.81	\$164.81	Hon #7708		Delivery: 30-45 Days	1st Low Bid
Jones Office Equipment & Stationery Co/Jones & Cook Stationers McAllen, TX	\$176.40	\$176.40	Hon #7708		Vendor Comments: Please specify TXMAS #3-711090-11 on all PO's. Delivery: 3-4 Weeks	2nd Low Bid
Mexam Computer Workcenters International Inc Harlingen, TX	\$193.00	\$193.00	Hon #7708		Delivery: 4-6 Weeks	3rd Low Bid
Corporate Express Inc Harlingen, TX	\$201.60	\$201.60	Hon #7708		Delivery: 4-6 Weeks	
O'Neill Specialty Co Inc McAllen, TX	\$205.35	\$205.35	Hon #7708		Delivery: 1-3 Days	

McAllen Independent School District

Bid No. 4561 - School and Office Furniture

Tabulation Sheet by Item

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
20	1	EACH	OFFICE CHAIR - Managerial mid-back; Ergonomic design; Loop arms; With the following controls: Dual-action synchro-tilt; Pneumatic; Tilt tension; Tilt lock; Tilt and Swivel; Up to 36 1/2" high; Molded polymer outer back; Grade III color fabric. Hon 6015	\$220.14	\$220.14	Hon #6015		Delivery: 30-45 Days	1st Low Bid
			JR Inc Universal City, TX						
			Jones Office Equipment & Stationery Co/Jones & Cook Stationers McAllen, TX	\$235.62	\$235.62	Hon #6015		Vendor Comments: Please specify TXMAS #3-711090-11 on all PO's. Delivery: 3-4 Weeks	2nd Low Bid
			Mexam Computer Workcenters International Inc Harlingen, TX	\$258.06	\$258.06	Hon #6015		Delivery: 4-6 Weeks	3rd Low Bid
			Corporate Express Inc Harlingen, TX	\$269.28	\$269.28	Hon #6015		Delivery: 4-6 Weeks	
			O'Neill Specialty Co Inc McAllen, TX	\$274.25	\$274.25	Hon #6015		Delivery: 4-6 Weeks	
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
21	1	EACH	GUEST CHAIR WITH ARMS - Molded polymer outer back shell to be color coordinated with base; Sled Base; Grade III color fabric. Hon 6008	\$107.91	\$107.91	Hon #6008		Delivery: 30-45 Days	1st Low Bid
			JR Inc Universal City, TX						
			Jones Office Equipment & Stationery Co/Jones & Cook Stationers McAllen, TX	\$115.50	\$115.50	Hon #6008		Vendor Comments: Please specify TXMAS #3-711090-11 on all PO's. Delivery: 3-4 Weeks	2nd Low Bid
			Mexam Computer Workcenters International Inc Harlingen, TX	\$126.50	\$126.50	Hon #6008		Delivery: 4-6 Weeks	3rd Low Bid
			Corporate Express Inc Harlingen, TX	\$132.00	\$132.00	Hon #6008		Delivery: 4-6 Weeks	
			O'Neill Specialty Co Inc McAllen, TX	\$146.65	\$146.65	Hon #6008		Delivery: 1-3 Days	

McAllen Independent School District

Bid No. 4561 - School and Office Furniture
Tabulation Sheet by Item

Item #	Quantity	Unit	Description
22	1	EACH	DESK - 72"W x 36"D x 29 1/2"H; Single right pedestal; With box/file drawers with lock; Heavy-duty frame design; Steel composite construction on desktops; High drawer sides accept hanging files without additional hardware; Spring-loaded follower in file drawers; Panels and top with steel gromets; 3/4 height modesty panels. Hon 38293R

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
JR Inc Universal City, TX	\$318.24	\$318.24	Hon #38293R		Delivery: 30-45 Days	1st Low Bid
Jones Office Equipment & Stationery Co/Jones & Cook Stationers McAllen, TX	\$340.62	\$340.62	Hon #38293R		Vendor Comments: Please specify TXMAS #3-711090-11 on all PO's. Delivery: 3-4 Weeks	2nd Low Bid
Mexam Computer Workcenters International Inc Harlingen, TX	\$373.00	\$373.00	Hon #38293R		Delivery: 4-6 Weeks	3rd Low Bid
Corporate Express Inc Harlingen, TX	\$389.28	\$389.28	Hon #38293R		Delivery: 4-6 Weeks	
O'Neal Specialty Co Inc McAllen, TX	\$396.50	\$396.50	Hon #38293R		Delivery: 1-3 Days	

Item #	Quantity	Unit	Description
23	1	EACH	CREDENZA - 72"W x 24"D 29 1/2"H Single left pedestal; With box/file drawers with lock; Heavy-duty frame design; Steel composite construction on desktops; High drawer sides accept hanging files without additional hardware; Spring-loaded follower in file drawers. Hon 38855L

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
JR Inc Universal City, TX	\$264.10	\$264.10	Hon #38855L		Delivery: 30-45 Days	1st Low Bid
Jones Office Equipment & Stationery Co/Jones & Cook Stationers McAllen, TX	\$282.66	\$282.66	Hon #38855		Vendor Comments: Please specify TXMAS #3-711090-11 on all PO's. Delivery: 3-4 Weeks	2nd Low Bid
Mexam Computer Workcenters International Inc Harlingen, TX	\$309.58	\$309.58	Hon #38855L		Delivery: 4-6 Weeks	3rd Low Bid
Corporate Express Inc Harlingen, TX	\$323.04	\$323.04	Hon #38855L		Delivery: 4-6 Weeks	
O'Neal Specialty Co Inc McAllen, TX	\$329.00	\$329.00	Hon #38855L		Delivery: 1-3 Days	

McAllen Independent School District

Bid No. 4561 - School and Office Furniture

Tabulation Sheet by Item

Item #	Quantity	Unit	Description
24	1	EACH	STORAGE CABINET - 36"W x 24"D x 72"H; 5 adjustable shelves in 4" increments with clips; Heavy-gauge steel construction and Interchangeable lock cores; With leveling guides; Shelves hold up to 180lbs. Hon SC2472

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
JR Inc Universal City, TX	\$204.05	\$204.05	Hon #SC2472		Delivery: 30-45 Days	1st Low Bid
Jones Office Equipment & Stationery Co/Jones & Cook Stationers McAllen, TX	\$218.40	\$218.40	Hon #SC2472		Vendor Comments: Please specify TXMAS #3-711090-11 on all PO's. Delivery: 3-4 Weeks	2nd Low Bid
Mexam Computer Workcenters International Inc Harlingen, TX	\$239.00	\$239.00	Hon #SC2472		Delivery: 4-6 Weeks	3rd Low Bid
Corporate Express Inc Harlingen, TX	\$249.60	\$249.60	Hon #SC2472		Delivery: 4-6 Weeks	
O'Neill Specialty Co Inc McAllen, TX	\$254.20	\$254.20	Hon #SC2472		Delivery: 1-3 Days	

Item #	Quantity	Unit	Description
25	1	EACH	VERTICAL FILE CABINET - 52 1/8"H x 20"W x 26 1/2"D; Fire proof; Four drawer legal size with lock; Non-asbestos insulation to withstand temperatures up to 1700 degrees fahrenheit for up to one hour. Steel lattice structure to withstand fall of 30 feet. Must be UL Listed. Hon 54CP

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
O'Neill Specialty Co Inc McAllen, TX	\$144.70	\$144.70	Hon #514C-P		Delivery: 1-3 Days	DNMS - Vendor bid wrong item.
JR Inc Universal City, TX	\$832.10	\$832.10	Hon #54CP		Delivery: 30-45 Days	1st Low Bid
Mexam Computer Workcenters International Inc Harlingen, TX	\$907.72	\$907.72	Hon #54CP		Delivery: 4-6 Weeks	2nd Low Bid
Corporate Express Inc Harlingen, TX	\$990.24	\$990.24	Hon #54CP	Tie	Delivery: 4-6 Weeks	3rd Low Bid
Jones Office Equipment & Stationery Co/Jones & Cook Stationers McAllen, TX	\$990.24	\$990.24	Hon #54CP	Tie	Vendor Comments: Please specify TXMAS #3-711090-11 on all PO's. Delivery: 3-4 Weeks	3rd Low Bid

McAllen Independent School District

Bid No. 4561 - School and Office Furniture

Tabulation Sheet by Item

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
26	1	EACH	VERTICAL FILE CABINET - 52"H x 18 1/4"W x 26 1/2D; Four drawer legal size with lock; Triple-tied full cradle; Nylon rollers; Bright aluminum drawer pulls; Label holders and thumb latch; Baked enamel finish over rust-inhibiting phosphate pre-treatment. Hon 314CP						
Vendor									
JR Inc Universal City, TX				\$126.75	\$126.75	Hon #314CP		Delivery: 30-45 Days	1st Low Bid
Jones Office Equipment & Stationery Co/Jones & Cook Stationers McAllen, TX				\$143.66	\$143.66	Hon #314CP		Vendor Comments: Please specify TXMAS #3-711090-11 on all P.O's. Delivery: 3-4 Weeks	2nd Low Bid
Mexam Computer Workcenters International Inc Harlingen, TX				\$157.32	\$157.32	Hon #314CP		Delivery: 4-6 Weeks	3rd Low Bid
Corporate Express Inc Harlingen, TX				\$164.16	\$164.16	Hon #314CP		Delivery: 4-6 Weeks	
O'Neill Specialty Co Inc McAllen, TX				\$167.20	\$167.20	Hon #314CP		Delivery: 1-3 Days	
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
27	1	EACH	VERTICAL FILE CABINET - 52"H x 15"W x 26 1/2D; Four drawer letter size with lock; Triple-tied full cradle; Nylon rollers; Bright aluminum drawer pulls; Label holders and thumb latch; Baked enamel finish over rust-inhibiting phosphate pre-treatment. Hon 314P						
Vendor									
JR Inc Universal City, TX				\$110.44	\$110.44	Hon #314P		Delivery: 30-45 Days	1st Low Bid
Jones Office Equipment & Stationery Co/Jones & Cook Stationers McAllen, TX				\$125.16	\$125.16	Hon #314P		Vendor Comments: Please specify TXMAS #3-711090-11 on all P.O's. Delivery: 3-4 Weeks	2nd Low Bid
Mexam Computer Workcenters International Inc Harlingen, TX				\$137.08	\$137.08	Hon #314CP		Delivery: 4-6 Weeks	3rd Low Bid
Corporate Express Inc Harlingen, TX				\$143.04	\$143.04	Hon #314P		Delivery: 4-6 Weeks	
O'Neill Specialty Co Inc McAllen, TX				\$145.70	\$145.70	Hon #314P		Delivery: 1-3 Days	

McAllen Independent School District

Bid No. 4561 - School and Office Furniture

Tabulation Sheet by Item

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
28	1	EACH	VERTICAL FILE CABINET - 29"H x 18 1/4"W x 28 1/2"D; Two drawer legal size with lock; Triple-tied full cradle; Nylon rollers; Bright aluminum drawer pulls; Label holders and thumb latch; Baked enamel finish over rust-inhibiting phosphate pre-treatment. Hon 212CP	\$148.61	\$148.61	Hon #212CP		Delivery: 30-45 Days	1st Low Bid
				\$168.42	\$168.42	Hon #212CP		Vendor Comments: Please specify TXMAS #3-711090-11 on all PO's. Delivery: 3-4 Weeks	2nd Low Bid
				\$184.46	\$184.46	Hon #212CP		Delivery: 4-6 Weeks	3rd Low Bid
				\$192.48	\$192.48	Hon #212CP		Delivery: 4-6 Weeks	
				\$196.05	\$196.05	Hon #212CP		Delivery: 1-3 Days	
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
29	1	EACH	LIBRARY CHAIR - Construction to be of oak wood; 18" high wood seat; Sted base. Moser 3-L127	\$103.41	\$103.41	Jasper Chair #83-SB-18		Delivery: 45-60 Days	DNMS - Vendor bid a Jasper brand.
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
30	1	EACH	LIBRARY TABLE - Minimum 1 1/8" thickness; 45 Lb industrial grade particleboard with high pressure laminate on top surface and backer sheet on bottom surface; Minimum 1/4" thickness solid oak with hand rubbed finish edges; Minimum 3"W x 3/4" thick solid oak. Moser 3-L127	\$313.20	\$313.20	Moser #3-L127		Delivery: 60-90 Days	1st Low Bid

McAllen Independent School District

Bid No. 4561 - School and Office Furniture

Tabulation Sheet by Item

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
31	1	EACH	LIBRARY TABLE - Minimum 1 1/8" thickness; 45 Lb industrial grade particleboard with high pressure laminate on top surface and backer sheet on bottom surface; Minimum 1/4" thickness solid oak with hand rubbed finish edges; Minimum 3"W x 3/4" thick solid oak. Moser 3-L146	\$284.20	\$284.20	Moser #3-L146		Delivery: 60-90 Days	1st Low Bid
				\$377.00	\$377.00	Maco #IWT-42S		Delivery: 30-60 Days	DNIMS - Vendor bid a Maco brand.

McAllen Independent School District
Bid No. 4561 - School and Office Furniture

Vendor List

Vendor Name	Address	Responded	Recommendation	No Bid	Late Bid
1 A & W Office Supply, Inc.	1025 Wildrose Lane #804B Brownsville, TX 78520				
2 A. Bargas and Associates	P.O. Box 792056 San Antonio, TX 78279	11/20/2003	Secondary Vendor		
3 Acro Tapes Inc	2121 Brittmoores Road Suite 1000 Houston, TX 77043-4005				
4 Action Restaurant Equipment & Supplies	429 West Business 83 Pharr, TX 78577				
5 Adirondack Direct/The Adirondack Building	31-01 Vernon Blvd Long Island City, NY 11106				
6 Advanced Office Systems Inc	10692 Haddington Drive Houston, TX 77043				
7 AFP School Supply	P.O. Box 43-0747 South Miami, FL 33243-0747				
8 Alamo Iron Works #66	943 SBC Center Pkwy./P.O. Box 231 San Antonio, TX 78219-0231				
9 American Desk Mfg Co	P O Box 6129 Temple, TX 76503				
10 American Educational Interiors	1521 Plantation Dr. Harlingen, TX 78550				
11 American Furnishing Inc	P O Box 5750 Miller Place, NY 11764				
12 American Network Products	P O Box 1179 Riverhead, NY 11901-1179				
13 Apperson Print Management Services Inc	577 Industry Drive Tukwila, WA 98188-3405				
14 Arbell Inc	5999 South Park Avenue Suite 125 Hamburg, NY 14075-9982				
15 Armin Solis & Chapa	P O Box 160 Garciaville, TX 78547				

McAllen Independent School District
Bid No. 4561 - School and Office Furniture

Vendor List

<i>Vendor Name</i>	<i>Address</i>	<i>Responded</i>	<i>Recommendation</i>	<i>No Bid</i>	<i>Late Bid</i>
16 ATD American	135 Greenwood Avenue Wyncote, PA 19095				
17 ATD-American Co	135 Greenwood Avenue Wyncote, PA 19095-1396				
18 Audio Visual Aids Corp	2903 North Flores St San Antonio, TX 78212	11/24/2003		No Bid	
19 Austin Material Handling Company	10629 Metric Boulevard Austin, TX 78758				
20 Aves Audio Visual Systems Inc	P O Box 500 Sugar Land, TX 77487				
21 B and R Erectors Inc	14200 W Washinton Street Woodstock, IL 60098				
22 Ben E. Keith Foods	P O Box 34810 San Antonio, TX 78265				
23 Best Buy Commercial Sales	7700 France Ave S/2nd floor Edina, MN 55345				
24 Best Computer Supplies	895 East Patriot Boulevard Suite 110 Reno, NV 89511				
25 Birdwell & Vance	P O Box 15769 Austin, TX 78761				
26 Bleacherman	105 Mill Street Corinth New York, NY 12822				
27 Block and Company Inc	P O Box 397 Wheeling, IL 60090-5795				
28 Brodard Company	100 North Road Clinton County Industrial Park McElhattan, PA 17748				
29 Business Interiors	1147A Larry Mahan El Paso, TX 79925				
30 C.K.C.S., Inc. DBA Creative Kids Classroom Supply	5411 Manor Drive Sugarland, TX 77479				

McAllen Independent School District
Bid No. 4561 - School and Office Furniture

Vendor List

Vendor Name	Address	Responded	Recommendation	No Bid	Late Bid
31 Capitol Seating Company	P O Box 938 Belton, TX 76513				
32 Cardenas Masonry Inc	P O Box 6849 McAllen, TX 78502				
33 Carolina Biological Supply Company	2700 York Road Burlington, NC 27215-3398	11/14/2003		No Bid	
34 CDW Government Inc	230 North Milwaukee Vernon Hills, IL 60061				
35 Childcraft Education Corp	P O Box 3239/2920 Old Tree Drive Lancaster, PA 17604-3239	11/21/2003	Qualified Vendor		
36 Childcraft Education Corp. DBA ABC School Supply Inc	2920 Old Tree Drive/PO Box 3239 Lancaster, PA 17604	11/21/2003	Qualified Vendor		
37 Clampitt Papers	3550 Ridgeside Drive San Antonio, TX 78217				
38 Columbia Business Systems Inc	P O Box 11539 Kansas City, MO 64138				
39 Community Products LLC/DBA Community Playthings or Rifton Equipment	359 Gibson Hill Road Chester, NY 10918-2321	12/1/2003	Qualified Vendor		
40 Computer Command Corp	708 East Goodwin Victoria, TX 77901				
41 Computer Wholesale Products of America Inc	P O Box 11309 Spring, TX 77391-1309				
42 Computers at Sunrise Mall	5858 SPID #37B & #39 Corpus Christi, TX 78412				
43 Comstar Inc	5250 West 74th Street Minneapolis, MN 55439-2227				
44 Conveyors & Materials Handling Inc	3600 North 23rd Suite 303-A McAllen, TX 78501				

McAllen Independent School District
Bid No. 4561 - School and Office Furniture

Vendor List

Vendor Name	Address	Responded	Recommendation	No Bid	Late Bid
45 Corporate Express Inc	2102 Fairbank Blvd. Harlingen, TX 78550	12/3/2003	Secondary Vendor		
46 Corpus Christi Educational	625 Everhart Ed. Corpus Christi, TX 78411				
47 Creative Pipe, Inc.	P.O. Box 2458 Rancho Mirage, CA 92270-1087				
48 Crest A/V Electronics Inc	1570 Main Street Buffalo, NY 14209-1303				
49 Cytek Media Systems, Inc.	13729 Research Blvd #610-212 Austin, TX 78750				
50 D & H Distributing Co	2525 North Seventh Street Harrisburg, PA 17110	11/14/2003		No Bid	
51 Dallas Midwest	4100 Alpha Road Suite 111 Dallas, TX 75244				
52 Danko/Omnifax	P O Box 80709 Austin, TX 78708				
53 Dartek.Com	175 Ambassador Drive Naperville, IL 60540				
54 DeBourgh Mfg. Co.	27505 Otero Ave/PO Box 981 La Junta, CO 81050-0981				
55 Decker Equipment, Inc.	3355 Bald Mountain Rd., Suite 70 Auburn, MI 48326				
56 Demco Inc	PO Box 7488 Madison, WI 53707	12/3/2003	Qualified Vendor		
57 Dick Blick Company, Inc.	P O Box 1267 Galesburg, IL 61402-1267				
58 Direct Advantage	520 West Oklahoma Avenue Milwaukee, WI 53207				
59 Discount Pricing on Office Supplies	6500 South 27th Street McAllen, TX 78503				

McAllen Independent School District
Bid No. 4561 - School and Office Furniture

Vendor List

<i>Vendor Name</i>	<i>Address</i>	<i>Responded</i>	<i>Recommendation</i>	<i>No Bid</i>	<i>Late Bid</i>
60 Dura-Kote Inc	P O Box 203726 Austin, TX 78720-3726				
61 Early Childhood Direct From Beckley Cardy	P O Box 369 Landisville, PA 17538				
62 Ed Cummings and Associates	P O Box 1383 Stephenville, TX 76401				
63 Educational Marketing System	8936 Comanche Ave Chatsworth, CA 91311-6205	11/14/2003		No Bid	
64 Engineered Data Products Inc	2550 West Midway Boulevard Broomfield, CO 80020-9900				
65 Ergotron Inc	1181 Trapp Road Saint Paul, MN 55121-9843				
66 Facility Interiors Incorporated	2025 Midway Road Suite C Carrollton, TX 75006				
67 Factory Bleacher Service	P O Box 365 Sanford, ME 04073				
68 Fisher Hamilton Inc	P O Box 137 Two Rivers, WI 54241-0137				
69 Flaghouse Incorporated	601 Flaghouse Drive Hasbrouck Heights, NJ 07604-3116				
70 Gateway Printing & Office Supplies Inc	315 South Closner Edinburg, TX 78539	12/3/2003		No Bid	
71 Gaylord Bros Division of The Croydon Co	P O Box 4901 Syracuse, NY 13221	12/1/2003	Secondary Vendor		
72 Global Equipment Co., Inc.	120 B Satellite Blvd Suwanee, GA 30024				
73 Harrison Equipment Co	8230 S 192nd Street Kent, WA 98032-1195				

McAllen Independent School District
Bid No. 4561 - School and Office Furniture

Vendor List

<i>Vendor Name</i>	<i>Address</i>	<i>Responded</i>	<i>Recommendation</i>	<i>No Bid</i>	<i>Late Bid</i>
74 Highsmith Inc. DBA Upstart, Highsmith Contr. Sales Grp, Mindsparks, Highsmith Press or Highsmith	W 5527 State Road 106 Fort Atkinson, WI 53538	12/2/2003	Secondary Vendor		
75 IKON Office Solutions	2901 N. 10th Street Suite #L McAllen, TX 78501				
76 Indeco Sales Inc	805 East 4th Avenue Belton, TX 76513-2769	12/3/2003	Qualified Vendor		
77 Instructional Media Inc. DBA Schoolhouse Audio Visual	P O Box 860831 Plano, TX 75086-0831	12/2/2003		No Bid	
78 Integrated Furniture Systems Inc	2226-A Michigan Avenue Arlington, TX 76013				
79 InterMetro Industries Corp	P O Box A Wilkes-Barre, PA 18705-9967				
80 J E Foss Company Inc	P O Box 357/3328B Industrial Blvd Bethel Park, PA 15102-0357				
81 J Zahn and Co	381 East Hill Street Murphy, NC 28906				
82 Jean's Restaurant Supply	5818 N. Cage Pharr, TX 78577				
83 Jensen Tools Inc	7815 South 46th Street Phoenix, AZ 85044				
84 Jones Office Equipment & Stationery Co/Jones & Cook Stationers	106 South Broadway McAllen, TX 78501	12/3/2003	Secondary Vendor		
85 JR Inc	P O Box 2816 Universal City, TX 78148	12/3/2003	Primary Vendor		
86 JV Equipment Incorporated	2110 South Highway 281 Edinburg, TX 78540				

McAllen Independent School District
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Vendor List

<i>Vendor Name</i>	<i>Address</i>	<i>Responded</i>	<i>Recommendation</i>	<i>No Bid</i>	<i>Late Bid</i>
87 Kaplan Early Learning Companies	P. O. Box 609/1310 Lewisville-Clermons Road Lewisville, NC 27023	12/1/2003	Qualified Vendor		
88 Ken Bridges Audio Video Inc	P O Box 3041 Corpus Christi, TX 78404				
89 Key Enterprises	P.O. Box 610/801 River Road #624 Boerne, TX 78006				
90 Lakeshore Equipment Company DBA Lakeshore Learning Materials	2695 East Dominguez Street Carson, CA 90810	12/2/2003	Qualified Vendor		
91 LaserLux	P O Box 814 Mercedes, TX 78570				
92 Lavaca County Office Supply	107 North Main Hallettsville, TX 77964				
93 Lawrence Metal Products, Inc.	260 Spur Drive South Bay Shore, NY 11706				
94 Learning Services Inc	P O Box 10636 Eugene, OR 97440-2636				
95 List Industries	401 NW 12th Avenue Deerfield Beach, FL 33442				
96 Litho Machine Sales Inc	15420 Capital Port Drive San Antonio, TX 78249				
97 Lyon Metal Products	PO Box 3128 Edinburg, TX 78540				
98 Lyon Metal Products Inc	PO Box 1590 Bellaire, TX 77402-1590				
99 M F Blouin LLC	P O Box 10 Rollinsford, NH 03869-0010				
100 Manning's School Supply	P O Box 18004 Beaumont, TX 77726-8004				

McAllen Independent School District
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Vendor List

<i>Vendor Name</i>	<i>Address</i>	<i>Responded</i>	<i>Recommendation</i>	<i>No Bid</i>	<i>Late Bid</i>
101 Mastercraft Coatings Inc	5017 East Admiral Place Tulsa, OK 74115				
102 Mayline/Buddy Brown and Associates	619 Commerce Street Sheboygan, WI 53082-9952				
103 MCPC formerly known as Matrix	21555 Drake Road Cleveland, OH 44149				
104 Medart Inc	P O Box 658 Medart Road Greenwood, MS 38930				
105 Melhart Music Center	3325 North 10th Street McAllen, TX 78501				
106 Mexam Computer Workcenters International Inc	P O Box 173 Harlingen, TX 78551-0173	12/3/2003	Secondary Vendor		
107 Midwest Technology Products and Services	2600 Bridgeport Drive Sioux City, IA 51111				
108 Modern Office	15153 Technology Drive Eden Prairie, MN 55344				
109 Modern School Supplies	P O Box 958 Hartford, CT 06143-0958				
110 National Office Furniture Co	11226 Sagemeadow Lane Houston, TX 77089				
111 Neutral Posture Ergonomics Incorporated	3904 North Texas Avenue Bryan, TX 77803				
112 Nova Systems	P O Box 173 Harlingen, TX 78551				
113 Office Depot	PO Box 720105 McAllen, TX 78504	12/3/2003		No Bid	
114 Office Equipment Company	P.O. Box 2768 McAllen, TX 78501				
115 Office Furniture For Less	3505 Boca Chica Boulevard Suite 154 Brownsville, TX 78521				

McAllen Independent School District
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Vendor List

<i>Vendor Name</i>	<i>Address</i>	<i>Responded</i>	<i>Recommendation</i>	<i>No Bid</i>	<i>Late Bid</i>
116 Office Furniture USA	1008-A East Pecan McAllen, TX 78501				
117 Office Max/Copy Max/Furniture Max	400 E. Expwy. 83 McAllen, TX 78503				
118 Oklahoma Automatic Door Inc.	2518 North East 30th Oklahoma, OK 73111				
119 O'Neill Specialty Co Inc	3321 West Expressway McAllen, TX 78503	11/20/2003	Qualified Vendor		
120 Pangaea Industrial Corporation	2701 Durango Ave., Suite B McAllen, TX 78503				
121 Pasco Brokerage Inc	P O Box 260399 Plano, TX 75026-0399				
122 Paxton/Patterson	5719 West 65th Street Chicago, IL 60638				
123 Penco	P O Box 378 Oaks, PA 19456-0378				
124 Pen-O-Rama Inc	4601 South Pinemont Suite 132 Houston, TX 77041				
125 People's Publishing Group	P O Box 70 Rochel Park, NJ 07662				
126 Plitsco Inc	PO Box 1708 Pittsburg, KS 66762	12/1/2003		No Bid	
127 Polyvision Corporation	11020 Roy Butler Drive Austin, TX 78717				
128 Powers Industrial Equipment, LTD.	5713 Kenwick San Antonio, TX 78238				
129 Precision Graphics	2832 Rock Barn Circle Kerville, TX 78028	12/2/2003		No Bid	
130 Professional Binding Products Inc	P O Box 6667 Westlake Village, CA 91362				

McAllen Independent School District
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Vendor List

<i>Vendor Name</i>	<i>Address</i>	<i>Responded</i>	<i>Recommendation</i>	<i>No Bid</i>	<i>Late Bid</i>
131 Professional Filing Systems Inc	12015 Starcrest Drive San Antonio, TX 78247				
132 Purely Texas	P.O. Box 17653 Sugarland, TX 77496				
133 Quill Corporation	100 Scheller Road Lincolnshire, IL 60069	12/1/2003		No Bid	
134 R E Supplies	301-A West 2nd Street Rio Grande City, TX 78582				
135 R W Liquidators	6757 Arapaho #711 Box 231 Dallas, TX 75248				
136 Reader's	1802 Shipman San Antonio, TX 78219				
137 Record Systems Inc	425 East Austin Harlingen, TX 78550				
138 Reliable Office Supplies	1590 First Avenue Ottawa, IL 61350				
139 Re-Print LLC	P O Box 830677 Birmingham, AL 35283-0677				
140 Republic Storage Systems Company	1038 Bedlen Avenue NE at 11th Street Canton, OH 44705				
141 Reynolds Manufacturing Corporation	P O Box 6058 Abilene, TX 79608				
142 Rio Grande Valley Office Plus	1513 San Patricia Street-Suite C Pharr, Tx 78577				
143 RM David and Associates	5509 Dana Point Drive Arlington, TX 76017				
144 Rocky Duron & Associates, Inc.	9100 John Carpenter Freeway Dallas, TX 75247				
145 S and H Manufacturing Co	316 West Summit Street Normal, IL 61761				

McAllen Independent School District
Bid No. 4561 - School and Office Furniture

Vendor List

<i>Vendor Name</i>	<i>Address</i>	<i>Responded</i>	<i>Recommendation</i>	<i>No Bid</i>	<i>Late Bid</i>
146 Sam's Club #8250	1400 East Jackson Avenue McAllen, TX 78503				
147 Satco Supply/Div of Republic Drill Corp	441 Old Highway 8 NW Ste 202 St Paul, MN 55112				
148 Sav-On Office Supplies	4500 North 10th Suite 60 McAllen, TX 78504				
149 Sax Arts and Crafts	P O Box 510710 New Berlin, WI 53151				
150 School and Business Products	P O Box 490 Wylie, TX 75098				
151 School Speciality, Inc. FKA Northern School Supply, California Furnishings, American Academic	100 Paragon Parkway Mansfield, OH 44903				
152 School Speciality, Inc. FKA Northern School Supply, California Furnishings, American Academic	100 Paragon Parkway Mansfield, OH 44903				
153 SECO Salon Equipment Co	6116 Skyline Drive Houston, TX 77057				
154 Shiffler Equipment Sales Inc	P O Box 232 Chardon, OH 44024-0232				
155 Siegel Display Products	P O Box 95 Minneapolis, MN 55440				
156 Smith Office Furniture	P O Box 17526 San Antonio, TX 78217-0526				
157 Smith Restaurant Supply Co Inc	500 Erie Boulevard East Syracuse, NY 13202-1109				
158 Smith System	1714 East 14th Street/P O Box 860415 Plano, TX 75074				

McAllen Independent School District
Bid No. 4561 - School and Office Furniture

Vendor List

<i>Vendor Name</i>	<i>Address</i>	<i>Responded</i>	<i>Recommendation</i>	<i>No Bid</i>	<i>Late Bid</i>
159 South Texas School Furniture (A Division of Lavaca Co. Office Supply)	107 North Main Hallettsville, TX 77964	11/24/2003		No Bid	
160 Southern Aluminum	P O Box 884 Magnolia, AR 71753				
161 Southwest Solutions Group, Inc	3204 Skyline Dr, Ste A Carrollton, TX 75006				
162 Spectrum Industries Inc	P O Box 400 Chippewa Falls, WI 54729-0400	11/24/2003		No Bid	
163 Staples Incorporated	500 Staples Drive 6E Framingham, MA 01702				
164 Storage Equipment Co Inc	1802 N East Loop 410 Suite 10 San Antonio, TX 78217				
165 StorageQuip L.P.	6350 West Sam Houston Parkway North Suite 150 Houston, TX 77041				
166 Sysco Food Service of San Antonio, LP	P O Box 18364 San Antonio, TX 78218-0364				
167 Target Stores No 824	708 East Expressway 83 McAllen, TX 78504				
168 Teaching Resources Center	P O Box 82777 San Diego, CA 92138-2777				
169 Technical Laboratory Systems Inc	P O Box 218609 Houston, TX 77218				
170 Ted Griesbaum dba The Greeting Tree	PO Box 311594 New Braunfels, TX 78131-1594	11/25/2003		No Bid	
171 Tejas School and Office Supply	301 E. Huisache Kingsville, TX 78363				
172 TESCO Industries Inc	P O Box 736 Bellville, TX 77418				
173 Texas Correctional Industries	P O Box 4013 Huntsville, TX 77342-4013	12/1/2003		No Bid	

McAllen Independent School District
Bid No. 4561 - School and Office Furniture
Vendor List

<i>Vendor Name</i>	<i>Address</i>	<i>Responded</i>	<i>Recommendation</i>	<i>No Bid</i>	<i>Late Bid</i>
174 Texas Furniture Source Incorporated	2001 Midway Road Suite 121 Carrollton, TX 75006				
175 Texas Industries for the Blind and Handicapped (TIBH)	300 Highland Mall Blvd Suite 302 Austin, TX 78752				
176 Texas Spacesaver Systems Inc	5074 Steadmont Houston, TX 77040				
177 Texas Wilson Office Furniture and Service	655 Richland Hills San Antonio, TX 78245				
178 The Educator's Market	4401 SW 23rd St Oklahoma City, OK 73108				
179 The Edu-Source Corporation	6333 DeZavala Road-Suite 106 San Antonio, TX 78249				
180 The Library Store Inc	P O Box 964 Tremont, IL 61568				
181 The Paul O Young CO. DBA Youngs	55 Cherry Lane Souderton, PA 18964-1550				
182 The Reliable Corporation	1590 First Avenue Ottawa, IL 61350				
183 The Write Shop Inc	Highway 281 North P O Box 1185 George West, TX 78022				
184 Today's Office Centre (Formerly H & H Business Center)	5714 Rittiman Plaza San Antonio, TX 78218				
185 Tomark Sports Inc	P O Box 1088 Corona, CA 92878				
186 Top Seat Supply	260 North Eagle Street Geneva, OH 44041				
187 Uarco	121 North 9th Street Dekald, IL 60115				
188 Unisource Worldwide	5403 Everhart Suite No 209 Corpus Christi, TX 78411				

McAllen Independent School District
Bid No. 4561 - School and Office Furniture

Vendor List

<i>Vendor Name</i>	<i>Address</i>	<i>Responded</i>	<i>Recommendation</i>	<i>No Bid</i>	<i>Late Bid</i>
189 United Restaurant Supply Company	600 North Conway Avenue Mission, TX 78572-5358				
190 USI Inc	98 Fort Path Road Madison, CT 06443				
191 Valley Designs	1514 South 77 Sunshine Strip Suite 11 Harlingen, TX 78550				
192 Victoria Teaching and Office Supply	3605 North Navarro Victoria, TX 77901				
193 Viking Office Products	950 West 190th Street Torrence, CA 90502				
194 Virco Inc	P O Box 370 Bulverde, TX 78163				
195 Virco Mfg Corporation	P O Box 5000 Conway, AR 72033				
196 W A Chamstrom Co Inc	5391 12th Avenue E Shakopee, MN 55379-1896	12/1/2003		No Bid	
197 Wholesale Educational Suppliers Co	P O Box 120123 East Haven, CT 06512-0123				
198 Wildcat Manufacturing	PO Box 914 Tahoka, TX 79373	11/24/2003		No Bid	
199 William V MacGill Company	1000 Lombard Road Lombard, IL 60148	12/2/2003	Qualified Vendor		
200 Wolfgang Walther DBA Wood Etc Corporation	131 Yorktown Dallas, TX 75208	11/24/2003	Qualified Vendor		
201 Workplace Interiors	10007 Villa Lea Lane Houston, TX 77071-1215				
202 Wright Line Inc	1220 Airline Suite 130-B Corpus Christi, TX 78414				
203 Xpedex	P O Box 690990 San Antonio, TX 78269-0990				

McAllen Independent School District
Bid No. 4561 - School and Office Furniture

Vendor List

<i>Vendor Name</i>	<i>Address</i>	<i>Responded</i>	<i>Recommendation</i>	<i>No Bid</i>	<i>Late Bid</i>
204 XRX Business Consultants/Xerox Corporation	708 North McColl Road McAllen, TX 78501				
205 Yochem's Business Interiors	1901 Lipan Street Corpus Christi, TX 78408-4035				

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

DATE: January 19, 2004 **AGENDA ITEM NO.** 7-J **RELATED PAGE(S)** 78-81

SUBJECT: Bid No. 4564 – Brand Name Pizza Products

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District solicited bids for brand name pizza products to supplement its current student lunch program. Pizza will also be purchased to be served to students for incentives or campus celebrations, concessions and for staff development meetings.

ADMINISTRATIVE CONSIDERATION/FACTS AND ANALYSIS:

Six (6) companies were issued bid packages to provide bids on pizza products. Three (3) companies responded, including one (1) "No Bid". Papa John's Pizza's unit cost per slice was the low bid, with Peter Piper Pizza as second low bid. Additionally, the Food Service Department evaluated the bids based on cost and projected revenue. Staff is recommending that the bid be awarded to two Primary Vendors to ensure the District has access to the products needed. Estimated annual expenditures from January 20, 2003 to December 18, 2003 were approximately \$162,000.

RECOMMENDED BOARD ACTION:

That the Board of Trustees award Bid No. 4564 – Brand Name Pizza Products for a period of one (1) year with the option to renew for two (2) additional one-year terms to the recommended vendors on the attached list using budgeted funds.

SUBMITTED BY: Carmen Ocañas-Lerma, Director of Food Services
Name and Title

SUPERVISOR: Scott Owings, Assistant Superintendent for General Operations
Name and Title

Approved for presentation to the Board of Education:

Contact: Carmen Ocañas-Lerma
Office: 632-3226
Cell: 624-9622
Home: 630-1581

[Signature]
Interim Superintendent of Schools

1-13-04
Date

List of Recommended Vendors

Vendor

Pizza Properties, LTD, dba Peter Piper Pizza
McAllen, TX

Rio Pizza Inc., dba Papa Johns Pizza
McAllen, TX

Recommendation

Primary Vendor

Primary Vendor

McAllen Independent School District

Bid No. 4564 - Brand Name Pizza Products

Tabulation Sheet by Item

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Vendor	Comments	Recommendation
1	1	EACH	14" round, pan pepperoni pizza. Pizza shall be packaged in a box, ready to serve, cut in 12 equal slices. Pizza shall contain the following minimum ingredients: Cheese – 9.9 oz; Pizza Sauce – 4.6 oz; Pepperoni Slices – 65; Dough – 25 oz. Pizza shall include napkins, wrappers and/or paper plates for each slice, upon request and free of charge.	\$5.25	\$5.25	Rio Pizza Inc., dba Papa Johns Pizza McAllen, TX		Recommended
				\$5.99	\$5.99	Pizza Properties, LTD, dba Peter Piper Pizza McAllen, TX	Delivery: Daily as ordered	Recommended
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Vendor	Comments	Recommendation
2	1	EACH	14" round, pan cheese pizza. Pizza shall be packaged in a box, ready to serve, cut in 12 equal slices. Pizza shall contain the following minimum ingredients: Cheese – 14.09 oz; Pizza Sauce – 4.6 oz; Dough – 25 oz. Pizza shall include napkins, wrappers and/or paper plates for each slice, upon request and free of charge.	\$4.99	\$4.99	Pizza Properties, LTD, dba Peter Piper Pizza McAllen, TX	Delivery: Daily	Recommended
				\$5.25	\$5.25	Rio Pizza Inc., dba Papa Johns Pizza McAllen, TX		Recommended
Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Vendor	Comments	Recommendation
3	1	EACH	14" round, pan meats pizza. Pizza shall be packaged in a box, ready to serve, cut in 12 equal slices. Pizza shall contain the following minimum ingredients: Cheese – 9.9 oz; Pizza Sauce – 4.6 oz; Dough – 25 oz; Pepperoni Slices – 30; Ham Slices – 30; Pork Topping – 2.25 oz; Beef Topping – 2.25 oz; Italian Sausage Topping – 4.5 oz. Pizza shall include napkins, wrappers and/or paper plates for each slice, upon request and free of charge.	\$5.65	\$5.65	Rio Pizza Inc., dba Papa Johns Pizza McAllen, TX		Recommended

McAllen Independent School District

Bid No. 4564 - Brand Name Pizza Products
Tabulation Sheet by Item

Item #	Quantity	Unit	Description
3	1	EACH	14" round, pan meats pizza. Pizza shall be packaged in a box, ready to serve, cut in 12 equal slices. Pizza shall contain the following minimum ingredients: Cheese – 9.9 oz; Pizza Sauce – 4.6 oz; Dough – 25 oz; Pepperoni Slices – 30; Ham Slices – 30; Pork Topping – 2.25 oz; Beef Topping – 2.25 oz; Italian Sausage Topping – 4.5 oz. Pizza shall include napkins, wrappers and/or paper plates for each slice, upon request and free of charge.

Vendor	Unit Cost	Extended Cost	Vendor Comments	Recommendation
Pizza Properties, LTD, dba Peter Piper Pizza McAllen, TX	\$5.99	\$5.99	Delivery: Daily	Recommended

Item #	Quantity	Unit	Description
4	1	EACH	14" round, pan vegetable pizza. Pizza shall be packaged in a box, ready to serve, cut in 12 equal slices. Pizza shall contain the following minimum ingredients: Cheese – 9.9 oz; Pizza Sauce – 4.6 oz; Onion – 1.5 oz; Dough – 25 oz; Green Pepper – 1.5 oz; Mushroom 2.5 oz; Chunk Tomato - 2.5 oz; Black Olive – 2 oz. Pizza shall include napkins, wrappers and/or paper plates for each slice, upon request and free of charge.

Vendor	Unit Cost	Extended Cost	Vendor Comments	Recommendation
Rio Pizza Inc., dba Papa Johns Pizza McAllen, TX	\$5.45	\$5.45		Recommended
Pizza Properties, LTD, dba Peter Piper Pizza McAllen, TX	\$5.99	\$5.99	Delivery: Daily	Recommended

Item #	Quantity	Unit	Description
5	1	EACH	Individual or Personal Pepperoni Pizza cut into 4 equal pieces shall be packed in individual box. Pizza shall contain the following minimum ingredients: Cheese – 2 oz; Pizza Sauce – 10 oz; Pepperoni Slices – 12; Dough – 5 oz. Pizza shall include napkins, wrappers and/or paper plates for each slice, upon request and free of charge.

Vendor	Unit Cost	Extended Cost	Vendor Comments	Recommendation
Pizza Properties, LTD, dba Peter Piper Pizza McAllen, TX	\$1.50	\$1.50	Delivery: Daily	Recommended
Rio Pizza Inc., dba Papa Johns Pizza McAllen, TX	\$2.50	\$2.50		Recommended

McAllen Independent School District
Bid No. 4564 - Brand Name Pizza Products

Vendor List

<i>Vendor Name</i>	<i>Address</i>	<i>Date Sent</i>	<i>Responded</i>	<i>Recommendation</i>	<i>No Bid</i>	<i>Late Bid</i>
1 CICI's Pizza	4717 Mars Hill Drive Corpus Christi, TX 78413	12/8/2003				
2 Magic Valley Pizza Inc., dba Dominos Pizza	5401 S McColl Edinburg, TX 78539	12/8/2003				
3 Pizza Properties, LTD, dba Peter Piper Pizza	1620 N 10th St McAllen, TX 78501	12/9/2003	12/16/2003			
4 Renaissance Development, dba Little Ceasars Pizza	2031 Orchid Avenue McAllen, TX 78504	12/8/2003				
5 RGV Pizza Hut, LLC	2101 North 23rd Street McAllen, TX 78501	12/9/2003	12/16/2003		No Bid	
6 Rio Pizza Inc., dba Papa Johns Pizza	3519 N. 10th Street McAllen, TX 78501	12/8/2003	12/15/2003			

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

DATE: January 19, 2004 **AGENDA ITEM NO.** 7-K **RELATED PAGE(S)** 83-84

SUBJECT: Bid No. 4565 – School Bus Air Condition Units Purchase and Installation Services

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District solicited bids for the purchase and installation of school bus air condition units. The units are to be installed in three 72-passenger school buses. These services were utilized to service four school buses last year.

ADMINISTRATIVE CONSIDERATION/FACTS AND ANALYSIS:

Six (6) companies were issued bids packages to provide pricing on purchase and installation services of school bus air condition units. Two (2) vendors responded. After reviewing the responses, Staff is recommending that the bid be awarded to one vendor on an all-or-none basis. Expenditures for these services from April 14, 2003 to present were \$27,000. Estimated expenditures for the installation of the three school bus air condition units are \$19,200.

RECOMMENDED BOARD ACTION:

That the Board of Trustees award Bid No. 4565 – School Bus Air Condition Units Purchase and Installation Services to Juan Soto, dba Auto Bus Air, La Feria, Texas, using budgeted funds.

SUBMITTED BY: Carlos Vargas, Director of Transportation

Name and Title

SUPERVISOR: Scott B. Owings, Assistant Superintendent for General Operations

Name and Title

Approved for presentation to the Board of Education:

Contact: Carlos Vargas
Office: 632-3211
Cell: 648-6662
Home: 781-9235
Email: carlos_vargas@mcallen.isd.tenet.edu

Interim Superintendent of Schools

Date

McAllen Independent School District

Bid No. 4565 - School Bus Air Condition Units Purchase and Installation Services
Tabulation Sheet by Item

Item #	Quantity	Unit	Description
1	3	EACH	BUS AIR CONDITIONING UNITS: Please refer to Special Instructions Page 2, Section 3.0 for specification information. Cost must include all parts, accessories, installation and labor charges. Please provide a detail cost breakdown and description. <i>Carrier or equal.</i>

Vendor	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
Juan Soto dba Auto Bus Air La Feria, TX	\$6,400.00	\$19,200.00			Delivery: December	Recommended
Trans-Air Service Center L.L.C. Edinburg, TX	\$6,750.00	\$20,250.00			Vendor Comments: Carrier A/C units. (2) EM-1 Gen V Evaporators. (1) EM-7 Gen V Evaporator. (2) Skirt mounted condensers. (3) Fans GM-3. (2) A/C TM-16 compressors. R- 134A Freon-Quick Connectors fittings (per bus). Delivery: 3 to 4 days per bus upon availability of parts.	

McAllen Independent School District
Bid No. 4565 - School Bus Air Condition Units Purchase and Installation Services
Vendor List

<i>Vendor Name</i>	<i>Address</i>	<i>Date Sent</i>	<i>Responded</i>	<i>Recommendation</i>	<i>No Bid</i>	<i>Late Bid</i>
1 Capital Bus Sales & Service of Texas Inc	P.O. Box 1758 Leander, TX 78646-1758	11/19/2003				
2 Dan Hanson/Buses by Dan	707 North IH 35 Pearsall, TX 78061	11/19/2003				
3 Juan Soto dba Auto Bus Air	2801 Zachary Rd La Feria, TX 78551	11/19/2003	11/25/2003	Recommended		
4 Longhorn Supply Inc	4122 Todd Lane Austin, TX 78744	11/19/2003				
5 South Texas Freightliner	3103 N. Cage Blvd. Pharr, TX 78577	11/19/2003				
6 Trans-Air Service Center L.L.C.	RR 16 Box 445-F Edinburg, TX 78539	11/19/2003	12/3/2003			

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

DATE: January 19, 2004 **AGENDA ITEM NO.** 7-L **RELATED PAGE(S)** 86-87

SUBJECT: Interlocal Cooperative Agreement Purchase 4574 - Laptops for Early Childhood Teachers

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The Prekindergarten program has been utilizing the research-based Preschool High/Scope Child Observation Record (COR) assessment tool for five years to observe children behaviors for a comprehensive developmental profile for each child. This year a revised and expanded Child Observation Record (COR) training was provided for all Prekindergarten teachers with instructional aides. This training focused on the computerized version of the COR, reports to inform parents, and to plan teaching strategies around the COR results.

The Child Observation Record Keeping software is only available in a PC compatible version. Currently, eighteen out of nineteen campuses have Macintosh Computers and therefore PC Computer purchases will be needed to utilize the software. Teachers were surveyed and the results indicate that they are prepared to use the computerized COR version to better meet the needs for meaningful assessment directly tied to teaching and curriculum planning.

ADMINISTRATIVE CONSIDERATION/FACTS AND ANALYSIS:

Two offers were obtained through the State of Texas Department of Information Resources contracts. After careful review of the offers, Staff is recommending award to Gateway, North Sioux City, SD. The laptops from Gateway are 100MHz faster, have 10 GB more of hard drive space and a larger screen size. Gateway is also offering an additional network adapter that is capable of gigabit speeds, an external keyboard with pointing device and a carrying case. Estimated expenditures for this purchase are \$77,584. The funding source for the purchase of these fifty-two laptops will be from the Prekindergarten Expansion Grant.

RECOMMENDED BOARD ACTION:

That the Board of Trustees award Interlocal Cooperative Agreement Purchase 4574 - Laptops for Early Childhood Teachers to Gateway, North Sioux City, South Dakota, using budgeted funds.

SUBMITTED BY: Lori Schlesinger, Early Childhood Strategist/Program Manager
Name and Title

SUPERVISORS: Diana Montes, Lead Executive Director for Curriculum and Instruction
Name and Title

Approved for presentation to the Board of Education:

Contact: Lori Schlesinger
Office: 632-8864
Email: lori_schlesinger@mcallen.isd.tenet.edu

Yolanda Chapa
Interim Superintendent of Schools
158

1-12-04
Date

McAllen Independent School District

Interlocal Cooperative Agreement Purchase No. 4574 - Laptops for Early Childhood Teachers Tabulation Sheet by Item

Item #	Quantity	Unit	Description	Unit Cost	Extended Cost	Brand/Model	Tie	Vendor Comments	Recommendation
1	52	EACH	LAPTOP - 1.4 GHz; 256 MB DDR SDRAM; 30 GB HD; 24x/10x/24x CD-RW and 8x DVD combo; 15" SXGA active matrix screen; 56K modem; lithium ion battery; wireless network adapter; MS Office 2003 Professional; MS Windows XP Professional; 3 year parts/labor/onsite warranty.	\$1,491.59	\$77,562.68	Dell		Vendor Comments: Quote #130067412	REJECT: Has slower speed; smaller hard drive and smaller screen.
				\$1,492.00	\$77,584.00	Gateway		Vendor Comments: Quote #12172270	Recommended Includes free external keyboard with pointing device, carrying case and gigabit ethernet adapter.

Vendor

Dell Marketing LP
Round Rock, TX

Gateway Computers
Kansas City, MO

McAllen Independent School District
Interlocal Cooperative Agreement Purchase No. 4574 - Laptops for Early Childhood Teachers
Vendor List

<i>Vendor Name</i>	<i>Address</i>	<i>Date Sent</i>	<i>Responded</i>	<i>Recommendation</i>	<i>No Bid</i>	<i>Late Bid</i>
1 Dell Marketing LP	1 Dell Way Round Rock, TX 78682	12/17/2003	12/17/2003			
2 Gateway Computers	1414 Genessee St M-40 Kansas City, MO 64102	12/17/2003	12/17/2003	Recommended.		

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

DATE: January 19, 2004 **AGENDA ITEM NO.** 7-M **RELATED PAGE(S)**

SUBJECT: CISV Request For Offers 4570 - E-Rate 2004 Networking Equipment and Hardware

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District is requesting approval to purchase networking equipment and hardware eligible for E-Rate 2004 funding.

ADMINISTRATIVE CONSIDERATION/FACTS AND ANALYSIS:

Purchasing Services sent request for offers on Monday, December 15, 2003. The RFO deadline for submission is Tuesday, January 13, 2004. Upon review of submissions, Staff will provide a recommendation for award.

RECOMMENDED BOARD ACTION:

That the Board of Trustees award CISV Request For Offers 4570 - E-Rate 2004 Networking Equipment and Hardware to the vendor offering the best value to the District, using budgeted funds.

SUBMITTED BY:

Jorge Herrera, Director for Information Systems

Name and Title

SUPERVISORS:

Scott Owings, Assistant Superintendent for General Operations

Name and Title

Approved for presentation to the Board of Education:

For further information, contact Jorge Herrera
Office: 632-3633
Email: Jorge_herrera@mcallen.isd.tenet.edu

Yolanda Chapa
Interim Superintendent of Schools

Date

1-14-03

DATE: January 19, 2004 **AGENDA ITEM NO.** 7-N **RELATED PAGE(S)** _____
SUBJECT: CISV Request For Offers 4571 - E-Rate 2004 Servers and Hardware

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

DATE: January 19, 2004 **AGENDA ITEM NO.** 7-0 **RELATED PAGE(S)**

SUBJECT: CISV Request For Offers 4572 - E-Rate 2004 Software

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District is requesting approval to purchase networking software eligible for E-Rate 2004 funding.

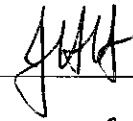
ADMINISTRATIVE CONSIDERATION/FACTS AND ANALYSIS:

Purchasing Services sent request for offers on Monday, December 15, 2003. The RFO deadline for submission is Tuesday, January 13, 2004. Upon review of submissions, Staff will provide a recommendation for award.

RECOMMENDED BOARD ACTION:

That the Board of Trustees award CISV Request For Offers 4571 - E-Rate 2004 Software to the vendor offering the best value to the District, using budgeted funds.

SUBMITTED BY: Jorge Herrera, Director for Information Systems
Name and Title



SUPERVISORS: Scott Owings, Assistant Superintendent for General Operations
Name and Title



Approved for presentation to the Board of Education:

For further information, contact Jorge Herrera
Office: 632-3633
Email: Jorge_herrera@mcallen.isd.tenet.edu

Yolanda Chapa
Interim Superintendent of Schools

Date

1-13-04

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

Under
Separate
Cover

DATE: January 19, 2004 **AGENDA ITEM NO.** 7-P **RELATED PAGE(S)** _____

SUBJECT: RFP No. 4569-Web Publishing and Storage Services

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Funds appropriated for this expenditure are through the state Technology Allotment Fund (411). These services will provide a web-based communication system that allows students, teachers, parents, and staff to connect and collaborate in a safe, secure online environment.

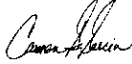
Web Publishing and Storage Services provide tools to assist students with mastering many of the Technology Application TEKS, assist teachers in meeting the State Board for Education Certification standards in Technology Applications, and assist administrators in meeting the National Technology Standards for School Administrators.

Demonstrations from vendors were held at the District Technology Advisory Committee meetings in September and November 2003. Purchasing Services Bid/Quote Request Form was sent 11/30/03 (RFP No. 4569). Background material will follow under separate cover.

Approval for this item is needed for submission of item in Form 471 for E-Rate FY2004. The deadline for submission of Form 471 for E-Rate FY2004 is 2/04/04.

RECOMMENDED BOARD ACTION:

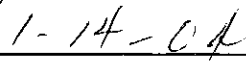
That the Board of Trustees award RFP No. 4569-Web Publishing and Storage Services to eChalk, LLC, New York, NY for the amount of \$50,798.20 from July 1, 2004 to June 30, 2005, pending review of the contract by the School Attorney.

SUBMITTED BY: Carmen Garcia, Director for Instructional Technology 
Name and Title

SUPERVISOR: Scott Owings, Assistant Superintendent for General Operations 
Name and Title

Approved for presentation to the Board of Education:



Interim Superintendent of Schools


Date

Contact Information:
Carmen Garcia
Office 971-5600
Email: cgarcia@cur.mcallen.isd.tenet.edu

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

DATE: January 19, 2004 **AGENDA ITEM NO.** 7-R **RELATED PAGE(S)**

SUBJECT: Renewal of Interlocal Cooperative Agreement Between McAllen ISD and Aldine ISD Consortium for Medicaid Administrative Claiming Services

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District has several multi-year contracts for goods and services. Multi-year contracts are presented to the Board when departments recommend their renewal.

ADMINISTRATIVE CONSIDERATION/FACTS AND ANALYSIS:

The Texas Department of Human Services authorizes school districts to receive reimbursements for administrative activities performed by staff for the Medicaid program. On December 2, 2002 the Board of Trustees approved the Interlocal Cooperative Agreement between McAllen ISD and Aldine ISD Consortium for Medicaid Administrative Claiming Services for a primary term of one year with automatic annual renewals. Houston ISD Medicaid Financing and Consulting Services acts as the Billing Agent for the Consortium. The Consortium assesses a fee of 8% of the reimbursements for their services. Staff is recommending renewal of the Interlocal Cooperative Agreement.

RECOMMENDED BOARD ACTION:

That the Board of Trustees renew the Interlocal Cooperative Agreement between McAllen ISD and Aldine ISD Consortium for Medicaid Administrative Claiming Services with Houston ISD as the Billing Agent.

SUBMITTED BY:  Peggy Fiveash, Assistant Superintendent for Student Support Services
Name and Title

SUPERVISOR: Yolanda Chapa, Interim Superintendent
Name and Title

Approved for presentation to the Board of Education:

For further information, contact Peggy Fiveash
Office: 618-6095
E-mail: peggy_fiveash@mcallen.isd.tenet.edu


Interim Superintendent of Schools

1-13-04
Date

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

DATE: 01/19/04 **AGENDA ITEM NO.** 7-S **RELATED PAGE(S)** 95-97
SUBJECT: Interim Superintendent's Travel

BACKGROUND INFORMATION REASON FOR BOARD CONSIDERATION:

Policy requires the Interim Superintendent to submit travel requests to the Board in advance when practical. The Interim Superintendent is planning to attend 2004 Administrators' Midwinter Conference on Education.

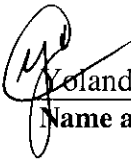
ADMINISTRATIVE CONSIDERATION/FACTS AND ANALYSIS:

The Interim Superintendent will report on the following trip:

- 01/25-28/2004 Administrators' Midwinter Conference on Education,
Austin Convention Center in Austin, Texas

RECOMMENDED BOARD ACTION:

That the Board approve the following request for travel.

SUBMITTED BY:  Yolanda Chapa, Interim Superintendent
Name and Title

SUPERVISOR: _____

Approved for presentation to the Board of Education:

* For further information, contact Yolanda Chapa
618-6027 Office
821-5293 Cellular



Superintendent of Schools

DATE

celebrating the 150th Anniversary of the Texas Public School System

administrators'
midwinter conference
on education

January 26-28, 2004

TESSA

Ms. [unclear]

administrators' midwinter conference on education

YOLANDA CHAPA
ACTING SUPERINTENDENT
MCALLEN ISD
2000 N 23RD ST
MCALLEN TX 78501-8126

|||||

RECEIVED
SEP 11 2003
Interim Superintendent's Office

Presorted Standard
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Austin, TX
Permit No. 1941

TS P4

TESSA
TEXAS ASSOCIATION OF SCHOOL ADMINISTRATORS

406 East 11th Street
Austin, TX 78701-2617

Preliminary Conference Schedule

Sunday, January 25, 2004

3-6 p.m. Registration
5-6:30 p.m. Welcome Reception

Monday, January 26, 2004

8 a.m.-5 p.m. Registration
8-10 a.m. Designated Exhibit Viewing
8 a.m.-1 p.m. Education Expo 2004
Recognition of USDE Blue Ribbon Schools
Concurrent Sessions
Concurrent Sessions
Education Expo Viewing and Lunch
10:15 a.m.-12:15 p.m.
12:15-1 p.m.
1-2:30 p.m. Opening General Session
2:30-4 p.m. Education Expo 2004
2:45-3:45 p.m. Concurrent Sessions
4-5 p.m. Commissioner's Panel Discussion

Tuesday, January 27, 2004

8 a.m.-1 p.m. Registration
8 a.m.-1 p.m. Education Expo 2004
9 a.m.-3:15 p.m. TEA Facilitated Roundtables
9-10 a.m. Concurrent Sessions
10:15-11:15 a.m. Concurrent Sessions
11:15 a.m.-1 p.m. Education Expo Viewing and Lunch
1-5-2:45 p.m. Small, Medium, and Large District Facilitated Roundtables
1:45-2:45 p.m. Concurrent Sessions
3-4 p.m. Second General Session

Wednesday, January 28, 2004

8:30-9:30 a.m. Concurrent Sessions
9:45-11 a.m. Third General Session

Thursday, January 29, 2004

8 a.m.-12:15 p.m. Concurrent Sessions
12:15-1 p.m. Concurrent Sessions
1-2:30 p.m. Concurrent Sessions
2:30-4 p.m. Concurrent Sessions
2:45-3:45 p.m. Concurrent Sessions
4-5 p.m. Concurrent Sessions

Friday, January 30, 2004

8 a.m.-12:15 p.m. Concurrent Sessions
12:15-1 p.m. Concurrent Sessions
1-2:30 p.m. Concurrent Sessions
2:30-4 p.m. Concurrent Sessions
2:45-3:45 p.m. Concurrent Sessions
4-5 p.m. Concurrent Sessions

Saturday, January 31, 2004

8 a.m.-12:15 p.m. Concurrent Sessions
12:15-1 p.m. Concurrent Sessions
1-2:30 p.m. Concurrent Sessions
2:30-4 p.m. Concurrent Sessions
2:45-3:45 p.m. Concurrent Sessions
4-5 p.m. Concurrent Sessions

Sunday, February 1, 2004

8 a.m.-12:15 p.m. Concurrent Sessions
12:15-1 p.m. Concurrent Sessions
1-2:30 p.m. Concurrent Sessions
2:30-4 p.m. Concurrent Sessions
2:45-3:45 p.m. Concurrent Sessions
4-5 p.m. Concurrent Sessions

Housing Information

Sleeping rooms have been blocked at six hotels for the Midwinter Conference. Registration for conference housing is provided by the Austin Convention and Visitors Bureau (ACVB). Housing reservations may be made online at www.b-there.com/breg/tasa2004.

Participants without Internet availability or with questions concerning conference housing should contact ACVB directly, 800-926-2282.

Staying in a conference hotel offers attendees a reduced conference rate and the convenience of shuttle transportation between the Convention Center and each of the hotels listed below.

Due to downtown construction and limited parking spaces at the Austin Convention Center, we strongly encourage participants to choose a conference hotel and to take advantage of the shuttle service provided.

Embassy Suites Downtown 300 S. Congress Ave.	130	\$154	\$154
Four Seasons 98 San Jacinto	75	\$185	\$215
Hampton Inn and Suites Downtown 200 San Jacinto St.	50	\$119	\$129
Hilton Austin 500 E. 4th St.	600	\$115	\$135
Hyatt 208 Barton Springs Rd.	250	\$97	\$97
Radisson 111 E. Cesar Chavez	160	\$135	\$150

Online housing registration will open September 2, 2003, and must be completed before December 19, 2003, to guarantee the conference rate. The housing registration Web site may be found at www.b-there.com/breg/tasa2004.

The hotel's reimbursement limitations contained in HB 1398 do not apply to the 2004 Midwinter Conference.

Participants without Internet availability or with questions concerning conference housing should contact ACVB directly, 800-926-2282.

Due to downtown construction and limited parking spaces at the Austin Convention Center, we strongly encourage participants to choose a conference hotel and to take advantage of the shuttle service provided.

Hotel	Rooms	Rate	Phone
Embassy Suites Downtown 300 S. Congress Ave.	130	\$154	\$154
Four Seasons 98 San Jacinto	75	\$185	\$215
Hampton Inn and Suites Downtown 200 San Jacinto St.	50	\$119	\$129
Hilton Austin 500 E. 4th St.	600	\$115	\$135
Hyatt 208 Barton Springs Rd.	250	\$97	\$97
Radisson 111 E. Cesar Chavez	160	\$135	\$150

The hotel and reimbursement limitations contained in HE 898 do not apply to the 2004 Midwinter Conference.

Johnny L. Veselka
Executive Director, TASA

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

DATE: January 19, 2004 **AGENDA ITEM NO.** 8 **RELATED PAGE(S):** _____

SUBJECT: Financial Statements and Report of Independent Certified Public Accountants for the Year Ended August 31, 2003 and Compiled Financial Statement for Successor-In-Interest of Hidalgo/Kenedy County Education District for the Year Ended August 31, 2003

BACKGROUND INFORMATION REASON FOR BOARD CONSIDERATION:

The Texas Education Agency and Board Policy CFC requires that an annual audit report be prepared and approved by the Board. The annual audit report shall be filed with the Texas Education Agency within 150 days of the close of the fiscal year for which the audit was made.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The audit report shall indicate whether the statements are presented in accordance with generally accepted accounting principles. Further, it shall identify those circumstances in which those principles have not been consistently observed in the current period relative to the preceding period. The report shall contain either an expression of opinion regarding the financial statements, taken as a whole, or an assertion that an opinion cannot be expressed.

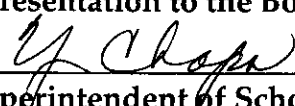
RECOMMENDED BOARD ACTION:

That the Board approve the Financial Statements and Report of Independent Certified Public Accountants for the Year Ended August 31, 2003 and Compiled Financial Statement for Successor-In-Interest of Hidalgo/Kenedy County Education District for the Year Ended August 31, 2003.

SUBMITTED BY: Linda Herrera Romeros, Administrator for Business Services
Name and Title

SUPERVISOR: Clyde Lyons, Jr., Assistant Superintendent for Business

Approved for presentation to the Board of Education:


Interim Superintendent of Schools

1-14-04
Date

For further information, contact Clyde Lyons, Jr.

Office # 618-6016

Cell # 821-4293

Home # 686-1700

E-mail clyons@mcallen.isd.tenet.edu

E-mail lhromeros@mcallen.isd.tenet.edu

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

AGENDA

DATE: 1/19/04 **ITEM NO.** 9 **RELATED PAGE(S)** 100-104

SUBJECT: Approval of Summative Evaluation Instrument of Interim Superintendent

REFERENCE: DIP Goal 4, Critical Success Factor 2 – High Quality Personnel

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The primary purpose of the evaluation of the Superintendent is to provide a measure which will reflect performance of responsibilities. The entire appraisal process should be viewed as a continuous measure of success, involving self-assessment, as well as an appraisal by the immediate supervisors. The entire process includes:

- Procedures for setting goals that define expectations and set priorities for the Superintendent.
- Formative conference
- Summative conference
- A written individual Professional Growth Plan, when indicated, that shall be based upon assessment, formative input and self assessment.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The Formative Goal Setting Conference is held in the Fall after the start of the academic year; the Summative Conference should be prior to contract renewal/continuance of employment.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the Summative Evaluation Instrument of Interim Superintendent.

SUBMITTED BY: _____

SUPERVISOR: _____

Approved for presentation to the Board of Education:

Prepared by Dr. Eva Peña-Hughes
618-6055 - Office
eva_hughes@mcallen.isd.tenet.edu

Not applicable
Interim Superintendent of Schools

1/19/04
Date

**McAllen Independent School District
Appraisal Process**

Administrative/Professional Staff (Non-Teaching)
(Confidential)

2003 - 2004

Name Yolanda Chapa **Current Assignment:** Interim Superintendent

Social Security _____ **Years In Current Assignment** 1

Purpose: The primary purpose of the evaluation of Administrative/Professional staff, is to provide a measure, generally an appraisal instrument, which will reflect performance of responsibilities. The entire appraisal process should be viewed as a continuous measure of success, involving self-assessment as well as an appraisal by the immediate supervisor to encourage and to reward effective performance.

Requirements: The following activities, in addition to the appraisal instrument itself, are to be considered parts of the entire appraisal process:

- procedures for setting goals that define expectations and set priorities for the Staff member being appraised
- formative conference(s)
- summative conference(s)
- a written individual Professional Growth Plan, when indicated, that shall be based upon assessment, formative input, and self-assessment

Scoring the Appraisal Instrument: Near the end of the annual appraisal process for staff, the immediate supervisor shall complete the appraisal instrument by individually scoring each staff member on the criteria identified. The Scoring Key is as follows:

- P = Proficient
- S = Satisfactory
- U = Unsatisfactory

Definitions of Scores: "Proficient" - Performance meets or exceeds standard expectations for the criterion. "Satisfactory" - Performance generally meets standard expectations for criteria, but this rating may be accompanied by written suggestions for improvement. "Unsatisfactory" - Performance for criterion is unacceptable. It is understood that before a criterion is rated "Unsatisfactory," the immediate supervisor shall provide documentation to the staff member concerning the performance on the specific criterion.

Rating: An overall summary performance score will not be determined. However, a staff member who has four or more unsatisfactory scores on the appraisal instrument will not be eligible to receive a general pay increase for the subsequent school year if the Board provides it, according to MISD Policy DEA (LOCAL).

Recommended Calendar - Subject to the Discretion of the Superintendent

- Formative Goal Setting Conference - In the fall after school begins
- Summative Conference - Before the end of the contract year; scheduled at an appropriate time
- Professional Growth Plans - Implemented as needed between the Formative Goal Setting Conference and the Summative Conference

**INTERIM SUPERINTENDENT
SUMMATIVE EVALUATION**

PERFORMANCE CRITERIA RATING

School/Organizational Climate

- _____ 1. Is informed about all aspects of the instructional program and ensures that there is a continuous focus on improving student academic performance.
- _____ 2. Works with the staff, Board and community to plan curriculum.
- _____ 3. Develops, evaluates and revises the District Improvement Plan annually with the assistance of the District-level committee.
- _____ 4. Prepares goal-oriented reports and support for those involved in achieving District and campus performance objectives.
- _____ 5. Conducts periodic evaluations of all programs and operations to determine improvements needed and to foster attainment of District and Campus improvement plans.
- _____ 6. Assists the Board in evaluating the effectiveness of school programs.
- _____ 7. Demonstrates skill in anticipating, managing and resolving conflict.

Personnel Management

- _____ 8. Recommends the number, types and organization of positions, including central administration, needed to carry out District functions effectively.
- _____ 9. Performs duties established by the Board regarding the recommendation, employment, suspension and dismissal of employees.
- _____ 10. Assigns and reassigns all personnel; exercises final authority for educators transferred because of enrollment shifts or program changes.
- _____ 11. Directs and supervises the staff evaluation program and provides effective two-way communication with District personnel.
- _____ 12. Serves as liaison between the Board and staff.
- _____ 13. Develops and recommends pay systems; recommends pay increases or adjustments for personnel.
- _____ 14. Supports staff development and other professional development programs.
- _____ 15. Promotes a positive work environment that fosters high staff morale and excellence within the District.

Administration and Fiscal/Facilities Management

- _____16. Keeps informed of developments in state, federal and local laws and public policy affecting education.
- _____17. Accurately prepares and submits in a timely manner any and all reports required by the Board, TEA, other federal and state agencies and any records subpoenaed by a court of law.
- _____18. Directs and supervises all financial accounting and ensures that funds are expended legally, in accordance with the approved budget, and controlled effectively.
- _____19. Ensures District compliance with all applicable state and federal requirements.
- _____20. Ensures that the school plant and facilities are properly maintained and that adequate provision is made for the safety of students, employees and other users of school facilities.
- _____21. Monitors District property, casualty and workers' compensation loss experience to ensure that appropriate risk management and loss control strategies are employed.

Student Services Management

- _____22. Ensures a favorable educational environment through the implementation of an equitable and efficient system of student behavioral management.
- _____23. Works with staff, Board and community in planning and implementing support services for students.

School/Community Relations

- _____24. Develops and implements effective communication between the schools and community; promotes community support and involvement with the schools.
- _____25. Represents the District in activities involving other school systems, institutions, agencies and professional and community groups.
- _____26. Interprets Board policies to the staff, parents and community.

Professional Growth and Development

- _____27. Formulates with the Board an annual Superintendent's professional development plan and assists the board in designing a process for evaluating the Superintendent's performance.
- _____28. Pursues professional development through reading, attending conferences and being involved with related agencies.

Board/Superintendent Relations

- _____ 29. Assists the Board in identifying individual and team training needs, and in arranging training opportunities.
- _____ 30. Prepares Board agendas and meetings' materials in cooperation with the Board President.
- _____ 31. Attends and participates in all meetings of the Board except closed meetings when the Board desires to discuss such matters as the Superintendent's contract or evaluation privately.
- _____ 32. Keeps the Board continuously informed on issues, needs and operations of the District.
- _____ 33. Exercises discretion and good judgment in matters not covered by Board policy.
- _____ 34. Serves as custodian of all minutes and records of the Board.
- _____ 35. Communicates with the District's attorney on matters in litigation or potential litigation except as otherwise directed by the Board.
- _____ 36. Performs related duties assigned by action of the Board.

General Comments:

I acknowledge that I have read the completed evaluation form. I understand that my signature does not necessarily mean that I agree with the evaluation.

Signature of Person Being Appraised (Date)

Signature of Appraiser (Date)

Signature of Appraiser (Date)

Signature of Appraiser (Date)

Signature of Appraiser (Date)

Signature of Appraiser (Date)

Signature of Appraiser (Date)

Signature of Appraiser (Date)

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

DATE: 1/19/04 **AGENDA ITEM NO.** 10 **RELATED PAGE(S)** 106-109

SUBJECT: Revision of Board Policy BBF (LOCAL) Board Members: Ethics

BACKGROUND INFORMATION REASON FOR BOARD CONSIDERATION:

At the November TASB Policy Audit/Seminar, the suggestion was made that the text currently used in Board Policy BBF (LOCAL) be moved to an exhibit and that the proposed "Operating Protocol" becomes the text for Board Policy BBF (LOCAL).

ADMINISTRATIVE CONSIDERATION/FACTS AND ANALYSIS:

TASB has prepared the attached draft documents for this purpose. (Other local policies recommended by TASB for revision will be presented at the February Board Meeting.)

RECOMMENDED BOARD ACTION:

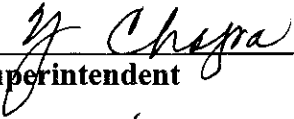
Recommend approval of Board Policy BBF (LOCAL) as revised.

SUBMITTED BY: 
Dr. Paul Mann
Director for Research and Policy
Name and Title

SUPERVISOR: 
Mrs. Yolanda Chapa
Interim Superintendent
Name and Title

Approved for presentation to the Board of Education:

For further information contact Dr. Paul Mann
Office Phone: 618-6025
Home Phone: 631-5949
Cell Phone: 454-6773
E-mail: paul_mann@mcallen.isd.tenet.edu


Interim Superintendent

1-14-04
DATE

The District's document has been added as the policy at this code.

OPERATING
PROTOCOL

For the purpose of enhancing teamwork among members of the Board and between the Board and the administration, we the members of the McAllen Independent School District Board of Trustees, do hereby publicly commit ourselves collectively and individually to the following operating protocols:

1. **Place children's interests first.** The Board shall represent the needs and interests of all the children in our District.
2. **Encourage and solicit community input.** The Board shall promote opportunities to assess public opinion and shall respect the right of the public to express viewpoints regarding issues faced by the District.
3. **Limit discussions to items on the agenda.** Surprises to the Board or the Superintendent shall be the exception, not the rule. We agree to ask the Board President or the Superintendent to place an item on the agenda instead of bringing it up unexpectedly at the meeting. Facts and information needed from the administration shall be referred to the Superintendent.
4. **Encourage communication between the staff and the Board.** While appropriate communication between staff and Board is encouraged, Board requests that require considerable time or that may have political implications shall be placed on the agenda for Board consideration.
5. **Follow the chain of command.** We agree to follow the chain of command and shall insist that others do so. While the Board is eager to listen to its constituents and staff, each inquiry shall be referred to the person who can properly and expeditiously address the issue.
6. **Practice the governance role.** The Board shall emphasize planning, policymaking, and communication rather than becoming involved in the management of the schools.
7. **Conduct a self-assessment/evaluation annually.** The Board shall monitor its behavior by yearly self-evaluation and by addressing itself to any individual problems, such as poor meeting attendance or leaks of confidential information.
8. **State goals clearly.** The Board shall set clear goals for itself, for the Superintendent, and for the McAllen Independent School District.

BOARD MEMBERS:
ETHICS

BBF
(LOCAL)

9. **Consider CEO input.** The Superintendent is the chief executive officer and should make recommendations, proposals, or suggestions on most matters that come before the Board.
10. **Act only as Board.** Individual Board members do not have authority; only the Board as a whole has authority. We agree that an individual Board member shall not take unilateral action. The Board President shall communicate the position(s) for the Board on controversial issues.
11. **Discuss the issues.** Conduct at Board meeting is important. We agree to avoid words and actions that create negative impressions of an individual, the Board, or the District. While we encourage the expression of differing points of view, we shall do it with care and respect in order to avoid unnecessary escalation of negative impressions or incidents.
12. **Practice efficient decision-making.** To be efficient and effective, long Board meetings should be the exception and not the rule. Points are to be made in as few words as possible; speeches at Board meetings shall be minimal. If a Board member believes he or she doesn't have enough information or has questions, either the Superintendent or the Board President is to be called prior to the meeting.
13. **Hold executive sessions only for appropriate subjects.** Board members shall be sensitive to the legal ramifications of their closed sessions and the confidentiality of the topics discussed.

PRESIDENT Mr. Alex Palacios

VICE PRESIDENT Mr. Roberto Gutierrez, Jr.

SECRETARY Mrs. Teresa Lee

MEMBER Mr. Javier Farias

MEMBER Mrs. Myrna G. Garcia

MEMBER Mr. Mark Kent

McAllen ISD
108906

BOARD MEMBERS:
ETHICS

BBF
(LOCAL)

MEMBER Mrs. Sara L. Tippit

This was the policy but has been moved to an exhibit.

As a member of the Board, I shall promote the best interests of the District as a whole and, to that end, shall adhere to the following ethical standards:

E EQUITY IN ATTITUDE

- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.

T TRUSTWORTHINESS IN STEWARDSHIP

- I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in District affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of District resources.
- I will make no personal promise or take private action that may compromise my performance or my responsibilities.

H HONOR IN CONDUCT

- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.
- I will base my decisions on fact rather than supposition, opinion, or public favor.

I INTEGRITY OF CHARACTER

- I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will not disclose information that is confidential by law or that will needlessly harm the District if disclosed.

C COMMITMENT TO SERVICE

- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will avoid personal involvement in activities the Board has delegated to the Superintendent.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.

S STUDENT-CENTERED FOCUS

- I will be continuously guided by what is best for all students of the District.

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

AGENDA

DATE: JANUARY 19, 2004 **ITEM NO.** 11 **RELATED PAGE(S)** 111-125

SUBJECT: RENEWAL OF AGREEMENT FOR REQUEST FOR QUALIFICATIONS
NO. 3581 – 504 CONSULTING SERVICES

BACKGROUND INFORMATION REASON FOR BOARD CONSIDERATION:

The District has several multi-year contracts for goods and services. Multi-year contracts are presented to the Board when departments recommend their renewal.

ADMINISTRATIVE CONSIDERATION/FACTS AND ANSWERS:

The District needs consulting services related to the identification, evaluation and placement of children suspected of meeting the requirements of Section 504 Rehabilitation Act of 1973, including dyslexia and any other disability issues. The Consultant assists the District's 504 Coordinator in reviewing and interpreting current and new 504 regulations, OCR rulings and court cases that relate to 504 disability rights of students; provide assistance with training, research and preparation of the referral manual; ensure that guidelines for security and confidentiality of all 504 student information are followed; and provide assistance and training to the District's Coordinator for Counseling and Guidance in preparing and presenting a pre-referral screening and intervention process. Expenditures from January 27, 2003 to December 12, 2003 were approximately \$24,263.75. Staff is recommending that the Agreement be approved for the first year of the District's option to renew.

RECOMMENDED BOARD ACTION:

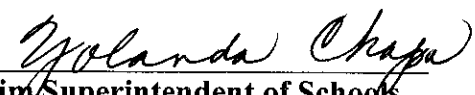
That the Board of Trustees renew the Consulting Agreement for RFQ No. 3581 – 504 Consulting Services to Mary Durham DBA Educational Rights Information and Consulting Center, McAllen, Texas, for an annual expenditure not to exceed \$25,000.

SUBMITTED BY:  Dr. Martha A. Cantu, Director
Special Education/504 Compliance

Name and Title

SUPERVISOR:  Dr. Eva Hughes, Executive Director
Special Projects/Human Resources

Approved for presentation to the Board of Education:


Interim Superintendent of Schools

1-14-04
Date

*For further information, contact Dr. Martha A. Cantu
office # - 632-3285
cell # - 648-5335
E-mail: martha_cantu@mcallen.isd.tenet.edu

**REQUEST FOR QUALIFICATIONS NO. 3581 - 504 CONSULTING
SERVICES**

TABULATION

VENDOR NAME	FEES
Educational Resources Consulting Mission, Texas	½ day consulting services: \$250 - \$275 Workshop 20 people: \$450 - \$500 • Fee negotiable in areas • District pay for duplication of materials or manuals, etc.
Mary Durheim McAllen, Texas	Cost per hour \$35 In-service ½ day \$350 In-service full day \$500 • Other costs: Long distance telephone, postage, overnight mail services, faxes billed at actual cost if involving long distance charges, photocopies are billed at actual cost or masters are provided to the district for reproduction.
Richards Lindsay & Martin LLP Austin, Texas	Presentation & Staff Training Honorariums per day (plus actual expenses) \$1000 Presentation & Staff Training Honorariums ½ day (plus actual expenses) \$800 Disputed Cases or records audit (per hour) \$160 Question Call Service (per year) \$500
Schwartz & Eichelbaum PC	Training ½ plus expenses \$800 Training full day plus expenses \$1500 Legal Work (per hour) \$150

McALLEN INDEPENDENT SCHOOL DISTRICT

CONSULTING AGREEMENT NO. 3581

THIS Agreement, made and entered into effective this 27th day of January, 2003, by and between the **McALLEN INDEPENDENT SCHOOL DISTRICT** ("District") and **MARY DURHEIM**, a resident of Hidalgo County, Texas **DBA EDUCATIONAL RIGHTS INFORMATION AND CONSULTING CENTER**, a Texas Individual/Sole Proprietorship doing business as ("Consultant").

WITNESSETH:

WHEREAS, District recognizes that Section 504 (including dyslexia and any other disability issues) consultation may require certain services of the Consultant who has the training, experience, and qualifications necessary to provide the services, more particularly described on Exhibit "A" hereof (the "Services"); and

WHEREAS, District has determined that the proper, orderly and efficient delivery of quality Services for the District can be accomplished best by contracting with Consultant; and

WHEREAS, Contractor submitted a proposal in response to the needs of the District ; and

WHEREAS, the Consultant is willing to accept the responsibility of providing the Services to the District in accordance with recognized standards, the Board Policies of District, applicable laws and regulations and the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the provision of the Services by Consultant during the term of this Agreement:

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties

hereto covenant each with the other, as follows:

1. OBLIGATIONS OF THE CONSULTANT

The Consultant agrees to provide the following Services to District during the term of this Agreement:

Performance of Services. The Consultant will provide the Services described on Exhibit "A" attached hereto and incorporated herein at this point for all purposes and will use proper professional standards in providing the Services to District.

Administration. The Consultant will communicate with the Administrator(s) designated by District regarding the administration of the Services and this Agreement. Notwithstanding anything herein to the contrary, District will not have or exercise control over the manner in which the professional services of the Consultant are performed as would jeopardize the status of the Consultant as an independent contractor.

Quality of Services. The Consultant will continually work to improve the quality of and maintain a reasonable cost for provision of the Services furnished to District. In furtherance thereof, Consultant agrees to fully cooperate with personnel designated by District.

Records. Consultant shall, at Consultant's expense, keep or cause to be kept for five (5) years following provision of the Services accurate and complete records in an adequate filing system. Consultant shall furnish District on written request copies all such records to the extent such records are not prohibited from disclosure to District by applicable law.

Ethics. Consultant shall insure that, in performing the Services under this Agreement, Consultant uses its best and most diligent efforts and professional skills, performs professional and supervisory services, and renders the Services in accordance with and in a manner consistent with the highest standards of Consultant's profession and complies with all applicable laws and regulations.

2. CONSULTANT'S COVENANTS AND WARRANTIES

Consultant makes the following representations and warranties to District with respect to each Consultant or employee of Consultant providing Services hereunder:

a. **Licensure.** Consultant is duly licensed, if required, to provide the Services in the State of Texas.

3. PARTIES' RELATIONSHIP

The Consultant, at all times will act as an independent contractor providing the Services and will not act or hold itself out to third parties as an employee or agent of District in the provision of the Services or Materials under this Agreement.

4. TAXES AND BENEFITS

District will not withhold income tax or Social Security tax on behalf of the Consultant or any of Consultant's partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against District for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Consultant will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

5. INCURRING FINANCIAL OBLIGATION

The Consultant will incur no financial obligation on behalf of District without prior written approval of the Assistant Superintendent for Business for the District. The Consultant will be responsible for all personal and professional expenses, including, but not limited to membership fees and dues and expenses of attending conventions and meetings.

6. CONSULTATION

While this Agreement is in effect, the parties understand that the Consultant may not be the exclusive source of providing the Services.

7. FEES TO CONSULTANT

The sole source of compensation to the Consultant under this Agreement will be the compensation paid by District to Consultant in accordance with the terms and provisions incorporated herein at this point for all purposes. The Consultant will not bill or collect fees for Services to District from any third parties. As consideration for performing the services as necessary pursuant to the Contract Documents, District agrees to pay Contractor for services as invoiced upon successful and satisfactory delivery Section 504 services to District, an annual fee not to exceed \$25,000.00 in accordance with Exhibit "B", with verification by District's authorized representative of such invoice in compliance with the Conditions and Information in the Contract Documents.

8. ACCESS TO BOOKS AND RECORDS

Consultant recognizes that District is a participant in governmental payment programs. In connection with such programs, the Consultant agrees to cooperate with District and provide to District reasonable assistance in District's efforts to meet the requirements for participation in and payment under such programs.

9. NON-DISCRIMINATION

Consultant will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Agreement or in the selection of Associates, employees, or independent contractors.

10. HOLD HARMLESS

Consultant will indemnify and hold District harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was the Consultant's or that of any person providing services

hereunder through or for the Consultant. Upon written notice from District, the Consultant will resist and defend at Consultant's own expense, and by counsel reasonably satisfactory to District, any such claim or action.

11. TERM AND TERMINATION OF AGREEMENT

Term. The term of this agreement shall be for a primary term of one year commencing on January 27, 2003 and ending on January 26, 2004 with the option to renew for two additional one year terms provided that the price remains the same or lower.

Termination without Cause. The District shall have the right to terminate this Agreement without cause on 30 days written notice to the Contractor.

Termination with Cause. If either party fails to observe or perform in a material manner any term or condition of this Agreement to be performed or observed by such party, the aggrieved party shall send written notice specifying the nature of the alleged default. If the default is not fully cured within ten (10) days after giving of the notice, then the aggrieved party may elect to terminate this Agreement, and pursue any and all rights and remedies available to such party pursuant to this Agreement or pursuant to applicable law.

Non-Interference. Following the expiration of this Agreement or its termination for any reason, Consultant agrees to do nothing that may interfere with the Services already rendered.

12. NOTICES

Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the Consultant:	Educational Rights Information & Consulting Center Attn: Mary M. Durheim PO Box 3700 McAllen, Texas 78502-3700
-----------------------	--

If to District:	McAllen Independent School District Attn: Superintendent of Schools 2000 N. 23rd Street McAllen, Texas 78501
-----------------	---

13. LAW

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas and all obligations of the parties created by this Agreement are performable in Hidalgo County, Texas.

14. NO IMPLIED WAIVER

Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

15. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

16. ASSIGNABILITY

The right and obligations of District hereunder shall inure to the benefit of and be binding upon the successors and assigns of District. The Consultant may not assign Consultant's rights or obligations under this Agreement without District's written consent. Any assignment in violation of this provision shall give District the right to terminate this Agreement immediately, upon written notice to the Consultant.

17. AMENDMENTS

Any amendments to this Agreement will be effective only if in writing and signed by District and the Consultant.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

19. INTERPRETATION

The section headings and defined terms used herein are for convenience only and do not limit the contents of this Agreement.

20. VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

21. AUTHORIZATION FOR AGREEMENT

The execution and performance of this Agreement by District and Consultant have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Consultant and District in accordance with its terms.

22. ADDITIONAL PROVISIONS

Notwithstanding anything to the contrary contained elsewhere herein, District and Consultant hereby covenant and agree as follows:

This Agreement shall be construed in accordance with the Board Policies of District, as same may be from time to time amended.

The compensation, if any, to be paid to Consultant by District is reasonable considering amounts charged by others in the same or similar geographic area for similar services.

IN WITNESS WHEREOF, District has caused its name to be hereunto subscribed by a duly authorized employee thereunto and a duly authorized officer of Consultant has hereunto subscribed his name as of the day and year first above written.

CONSULTANT:

EDUCATIONAL RIGHTS INFORMATION &
CONSULTING CENTER

By: Mary M. Durheim
Mary M. Durheim

DISTRICT:

McALLEN INDEPENDENT SCHOOL DISTRICT

By: Sara L. Tippit
Sara L. Tippit
President, Board of Trustees

Approved as to form:

Atlas & Hall, LLP by: [Signature]

EXHIBIT A
Definition of Services

EXHIBIT "A"

DEFINITION OF SERVICES

- I. Consultant agrees to provide consulting services, reference materials, and/or other services as necessary and/or requested on matters related to the identification, evaluation and placement of children suspected of meeting the requirements of Section 504 of the Rehabilitation Act of 1973, including dyslexia and/or any other disability issues.
- II. Consultant agrees to provide services to assist the District's 504 Coordinator as follows:
 1. Assistance in the review and interpretation of new and current 504 regulations, OCR rulings, and court cases that related to 504 and the disability rights of students and the school district.
 2. Assistance in the preparation and presentation of initial and follow-up District training, including assistance rendered to 504 campus committee meeting;
 3. Assistance in research and preparation to keep the District's referral manual current as to procedures and guidelines to be followed; and,
 4. Assistance to ensure that the guidelines for security and confidentiality of all 504 student information are strictly followed.
 5. Such other 504 assistance as District may request.
- III. Consultant agrees to provide services to assist the District's Director for Counseling and Guidance as follows:
 1. Assistance in the preparation and presentation of the pre-referral screening and intervention process; and
 2. Assistance in training campus personnel on the pre-referral screening and intervention process including technical assistance as deemed necessary and appropriate to implement the pre-referral screening and intervention process.

EXHIBIT B
Definition of Cost

EXHIBIT "B"

DEFINITION OF COST

- IV. Consultant and District agree that Consultant will provide such consulting and related services as requested by the District based upon the following terms and conditions:
1. Consultant services will be provided at an hourly rate of \$35.00 billable in 15-minute increments. Consultant agrees to provide weekly and/or bi-weekly billings to District.
 2. District agrees to pay Consultant within 30 days of receipt of billings from Consultant.
 3. District agrees to reimburse Consultant within 30 days of receipt of billings from Consultant.
 4. In-service training provided by Consultant to District will be billed at the hourly rate of \$35.00.
 5. In-service training included within the \$25,000 budget limit shall be as follows:

\$25,000 for District-wide 504 training for campus coordinators and assigned staff, and for District-wide pre-referral screening and intervention process training for campus and assigned staff.
 6. If individual campuses desire individual in-service training, those campuses will be responsible for arranging that training and for all expenses associated with said training.
 7. Related expenses for in-service trainings will be billed at the actual cost for said expenses. Documents and the receipt for related expenses for in-service trainings will be enclosed with the invoice for the in-service training. Handouts to be used in the training will be sent in advance to District for reproduction at District's expense.
 8. Any handbooks, manuals, or other resource materials produced by Consultant will be available to District and a listing of said manuals and their individual prices (when applicable) will be made available on request. District agrees not to copy or reproduce Consultant's copyrighted materials without express written consent from Consultant to do so.
 9. Consultant agrees to provide District with office and mobile service numbers to facilitate the District's ability to reach Consultant in the event an immediate response is needed to address a problem.

10. The parties agree that billable hours for Consultant will not exceed Twenty-five Thousand Dollars (\$25,000), excluding actual expenses, for the 2002-2003 school year, and excluding in-service training for individual campuses, which shall not be counted toward the \$25,000 cap.

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

DATE: 01/19/04 **AGENDA ITEM NO.** 12 **RELATED PAGE(S)** 127-130

SUBJECT: Use of 1997 Bond Money for Five Elementary Campuses

BACKGROUND INFORMATION REASON FOR BOARD CONSIDERATION:

During the 1997 bond issue, there were five campuses in which the allocated funds were not utilized. Those schools are Navarro, Zavala, Thigpen, Fields, and Jackson. Collectively, the total sum of money remaining is \$1,857,429.83.

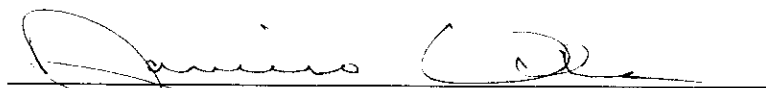
ADMINISTRATIVE CONSIDERATION/FACTS AND ANSWERS:

A meeting was held with the principals of the five elementary campuses to inquire what additional projects they wanted for their schools. In turn, the principals met with the parents and staff and agreed on which projects should be given priority. Attached are the lists that the principals provided for consideration.

RECOMMENDED BOARD ACTION:

Administration requests that the Board of Trustees approve the projects as listed by the principals.

SUBMITTED BY:


Ramiro Vela, Executive Director for Plant Operations

SUPERVISOR:


Scott Owings, Asst. Supt. for General Operations

Approved for presentation to the Board of Education:


Interim Superintendent of Schools

1-13-04
Date

*For further information, contact Ramiro Vela
Office: 632-3252
Cell: 821-5049
Home: 631-5982
E-mail: ramiro_vela@mcallen.isd.tenet.edu

Vela, Ramiro - Plant Ops.

From: Frederick, Lionel - Plant Ops.
Sent: Monday, December 01, 2003 1:15 PM
To: Vela, Ramiro - Plant Ops.
Subject: FW: Priority project list

-----Original Message-----

From: Salinas, Sandra - Navarro
Sent: Monday, December 01, 2003 10:50 AM
To: Frederick, Lionel - Plant Ops.
Subject: FW: Priority project list

*Sandra Salinas, Principal
 Navarro Elementary
 "Giddy Up to Learning"*

-----Original Message-----

From: Salinas, Sandra - Navarro
Sent: Tuesday, November 25, 2003 4:55 PM
To: Frederick, Lionel - Plant Ops.
Subject: RE: Priority project list

Hi Lionel,
 I met with the staff at a faculty meeting. They decided that they liked your idea of enclosing the wings of the campus and making it an indoor campus. Their Plan B would be to renovate all the student's classrooms. I then met with the parents at a PTA meeting. They had several suggestions, however they all like the idea of enclosing the campus. Their Plan B was also to renovate the restrooms.
 Let me know if this is all you need.

*Sandra Salinas, Principal
 Navarro Elementary
 "Giddy Up to Learning"*

-----Original Message-----

From: Frederick, Lionel - Plant Ops.
Sent: Monday, November 24, 2003 5:32 PM
To: Davis, Eileen - Thigpen; Zapata, Dora - Jackson; Martinez, Aurora - Fields; Salinas, Sandra - Navarro; Ramirez, Yolanda - Zavala
Cc: Owings, Scott - General Ops.; Vela, Ramiro - Plant Ops.
Subject: Priority project list

Good afternoon to all:
 This is a reminder. Proposed project list (1997 Bond) is due tomorrow
 please send via e-mail or call my office
 Thanks

Lionel Frederick
**Cadd Operator / Acting Project Manager
 Mcallen ISD - Plant Operations
 2000 North 23 rd.**

Vela, Ramiro - Plant Ops.

From: Frederick, Lionel - Plant Ops.
Sent: Monday, December 01, 2003 8:40 AM
To: Vela, Ramiro - Plant Ops.
Subject: FW: Priority Project List

-----Original Message-----

From: Ramirez, Yolanda - Zavala
Sent: Tuesday, November 25, 2003 12:27 PM
To: Frederick, Lionel - Plant Ops.
Subject: Priority Project List

After analyzing the renovation needs at Zavala, we are recommending the following priority project list.

1. Install Dry Erase Boards in every classroom. (To replace only one of the chalkboards in the room)
2. Replace student water fountains (Total 4 indoor and 2 outdoor)
3. Renovate Student Restrooms (Total of 8 restrooms - upgrade the entire restrooms with flooring, ventilation, ADA requirements, lighting, etc.)
4. Install a walkway cover between the south hallway and the cafeteria creating a breezeway for students to wait while entering the cafeteria, before school and afterschool
5. Install new hallway entrance doors (Total of 4 sets)
6. Renovate Staff Restrooms
7. Reconfigure Counselor's, Speech Therapist, & 1/2 Diagnostician & 1/2 Counselor's small offices into 3 individual offices (At the present time, these offices have walls that are not up to the ceiling but instead have a 2-foot opening. This is not conducive to confidentiality purposes of which is part of TEA Counseling guidelines.)

If you need any clarification on some of the projects, please let me know.

Yolanda Z. Ramirez, Principal
McAllen I.S. D. - Zavala Elementary
PH: (956) 971-4377
FAX: (956) 972-5660

Thigpen Elementary Site-Based Shared Decision-Making Team Meeting November 20, 2003

Priority List for School Repairs

1. Renovate student restrooms (include exhaust)
2. Renovate classrooms
 - improve lighting (*Rms. 19-29*)
 - increase closet space (*Rms 20-29*)
 - add magnetic dry-erase boards and bulletin *All rooms Rms*
 - replace movable bookcases with new sturdier ones (*20-29*)
 - indoor locks (*19-29*)
 - new doors *12 Rms. Rms*
 - cubbies with doors (*20-29*)
3. A/C Heater Upgrade
4. Replace asbestos floors *Rms 1, 16, 28, 29*
5. Add concrete ramps and resurface sidewalks
6. Improve drainage around gym and cafeteria
7. Repair and paint two wooden sides at school entrance

Members present:

Mrs. E. Davis

Mrs. M. E. De Leon

Ms. R. Martinez (IDEA)

Mrs. C. Estrada

Miss A. Rojas

Mrs. D. Newell

Mrs. E. Crayton

Mrs. M. Alvarado

Mrs. N. Brand

Vela, Ramiro - Plant Ops.

From: Owings, Scott - General Ops.
Sent: Thursday, December 11, 2003 12:43 PM
To: Vela, Ramiro - Plant Ops.
Subject: FW: Fields Bond Monies Priority List

-----Original Message-----

From: Martinez, Aurora - Fields
Sent: Thursday, December 11, 2003 12:20 PM
To: Frederick, Lionel - Plant Ops.
Cc: Owings, Scott - General Ops.; Arcaute, Rachel - C&I; Ueckert, Delores - Fields - Cur.
Subject: Fields Bond Monies Priority List

Good afternoon Lionel,

Would like to edit our priority list to include additional staff parking. We had waited for final City/School Park Plans, hoping they would include additional parking for staff but unfortunately they are not in the plans. Fields Site Base Committee has met and the following is our final priority list:

- | | |
|--|--|
| 1. Student restroom renovations with ventilation | (AC/Heat) |
| 2. Relocation of Health Center with Renovation to | include restroom. |
| 3. Carpets removed and replaced with tile in rooms | 8,14,24 and Support Staff office areas |
| 4. Staff Additional Parking | |
| 5. Telephone/Intercom System Upgrade | |

**Andrew Jackson Elementary
Bond Expenditure Options
\$231,356.00**

Option A

New Library	\$287,000.00
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Option B

Student Restrooms	\$276,000.00
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Option C

Enclose School	\$115,000.00
School Renovations	
• Dry/Erase Boards	20,000.00
• Library Expansion	35,000.00
• New Doors	29,000.00
Handicap Accessibility	20,700.00
Sidewalks	11,500.00
Total	\$231,200.00

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

DATE: 01/19/04 **AGENDA ITEM NO.** .13 **RELATED PAGE(S)** 132-167

SUBJECT: Approve Cancellation of Contracts with Ashley Humphries & Sanchez/Pfluger Associates, P.L.L.C. and Boultinghouse Simpson & Associates, Inc.

BACKGROUND INFORMATION REASON FOR BOARD CONSIDERATION:

On January 17, 2000, the District entered into a contract with Boultinghouse Simpson, & Associates, Inc. to renovate the classrooms at Fields, Jackson, and Navarro Elementary in addition to the kitchen at Jackson.

On January 17, 2000, the District entered into a contract with Ashley Humphries & Sanchez/Pfluger Associates, P.L.L.C. to renovate the classrooms at Zavala and Thigpen Elementary.

ADMINISTRATIVE CONSIDERATION/FACTS AND ANSWERS:

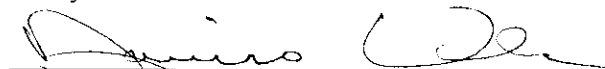
The Administration requests that both contracts be cancelled since the work that will be performed at the five elementary campuses will not necessitate the work of an architect. This is in accordance with the provisions found in both contracts under Article 8.1, which reads, "This Agreement may be terminated by either party upon not less than seven days' written notice".

RECOMMENDED BOARD ACTION:

Administration requests that the Board of Trustees cancel the contract with Ashley Humphries & Sanchez/Pfluger Associates, P.L.L.C. as provided by Article 8.1 of said contract.

Administration requests that the Board of Trustees cancel the contract with Boultinghouse Simpson, & Associates, Inc. as provided by Article 8.1 of said contract.

SUBMITTED BY:



Ramiro Vela, Executive Director for Plant Operations

SUPERVISOR:



Scott Owings, Asst. Supt. for General Operations

Approved for presentation to the Board of Education:


Interim Superintendent of Schools

1-13-04
Date

*For further information, contact Ramiro Vela
Office: 632-3252
Cell: 821-5049
Home: 631-5982
E-mail: ramiro_vela@mcallen.isd.tenet.edu



AIA Document B141

Standard Form of Agreement Between Owner and Architect

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

AGREEMENT

made as of the 17th day of January in the year of
~~Nineteen Hundred and~~ Two Thousand

BETWEEN the Owner: McAllen Independent School District
(Name and address) 2000 North 23rd. Street
McAllen, Texas 78501-6126

and the Architect: Ashley Humphries & Sanchez/Pflugger Associates, P.L.L.C.
(Name and address) 3827 North 10th. Street, Suite 303
McAllen, Texas 78501

For the following Project:

(Include detailed description of Project, location, address and scope.)

- *Alvarez Elementary School 10 Classroom Addition & Renovations
- *Crockett Elementary School 4 Classroom Addition & Renovations
- *Zavala Elementary School 14 Classroom Addition & Renovations

Alvarez Elementary School
2606 Gumwood
McAllen, Texas 78501

Crockett Elementary School
2112 North Main
McAllen, Texas 78501

Zavala Elementary School
2500 Galveston
McAllen, Texas 78501

*The number of classrooms and their locations may vary based on the Board's approval
of the elementary school zones.
The Owner and Architect agree as set forth below.

Copyright 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program,

schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.6.6 ~~The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.~~

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has ~~(1) made exhaustive or continuous on-site inspections to check the quality or~~

~~quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.~~

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. ~~Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.~~

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

~~**2.6.19** The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.~~

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. ~~If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.~~

~~3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES~~

~~**3.2.1** If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.~~

~~**3.2.2** Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B152 current as of the date of this Agreement, unless otherwise agreed.~~

~~**3.2.3** Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.~~

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

- 1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- 2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- 3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5, unless recommended by the Architect.

~~**3.3.3** Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.~~

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom, unless recommended by the Architect.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

~~**3.3.6** Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.~~

~~**3.3.7** Providing services in reevaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.~~

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

~~**3.3.9** Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.~~

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

~~**3.4.6** Providing services to investigate existing conditions or facilities or to make measured drawings thereof.~~

~~**3.4.7** Providing services to verify the accuracy of drawings or other information furnished by the Owner.~~

~~**3.4.8** Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner, unless recommended by Architect.~~

~~**3.4.9** Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.~~

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

~~**3.4.15** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.~~

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

~~**4.3** If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligation under this Agreement.~~

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.5 The Owner shall furnish surveys, describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information ~~on the survey shall be referenced to a Project benchmark.~~ **and a legal description.**

4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating sub-soil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the Owner ~~of the Project and are requested by the Architect.~~

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

ARTICLE 5

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. ~~In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.~~

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;

- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7

ARBITRATION

~~**7.1** Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.~~

7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, ~~an additional person or entity not a party to this Agreement.~~

~~except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~7.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice ~~should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.~~

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

- ~~1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the pre-design, site analysis, or Schematic Design Phases, or~~

- ~~2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase, or~~
- ~~3 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.~~

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect, and shall be performable in Hidalgo County, TX.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

~~9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.~~

~~9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of~~

~~the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.~~

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, ~~excluding~~ 5 ~~copies to be furnished to Owner.~~

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

~~**10.2.1.6** Expense of computer-aided design and drafting equipment time when used in connection with the Project.~~

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of Zero Dollars (\$ 0.00)
shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply if necessary.)

Eight and One-Quarter Percent (8.25%) of New Construction & Renovations Cost

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Schematic Design Phase:	Fifteen	percent (15%)
Design Development Phase:	Twenty	percent (20%)
Construction Documents Phase:	Forty	percent (40%)
Bidding or Negotiation Phase:	Five	percent (05%)
Construction Phase:	Twenty	percent (20%)
Total Basic Compensation:		one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

Principal Architect	\$100.00 per hour
Architect	\$ 75.00 per hour
Intern Architect/Designer	\$ 50.00 per hour
Clerical/Administrative	\$ 40.00 per hour

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and/or employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

~~**11.3.3** FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of _____ times the amounts billed to the Architect for such services.~~

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one (1.0) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within twelve (12) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable five (5) days from the date of the ~~Architect's invoice.~~
~~Amounts unpaid _____ days after the invoice date shall bear interest at the rate entered below, or~~
~~in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~ approval
(Insert rate of interest agreed upon.) by the Board of Trustees of Owner and in accordance with
paragraph 12.1 of Exhibit "A".

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12

OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement)

- 12.01 Exhibit "A" attached
Exhibit "B" attached

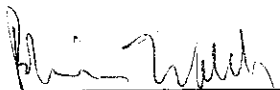
Exhibits "A" and "B" are incorporated herein as if fully copied and set forth at length. To the extent there is any conflict between the terms of this Agreement and Exhibits "A" and "B", Exhibits "A" and "B" shall take precedence.

- 12.02 The Owner will direct the Architect as to any contingency to be included in the Construction Cost.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT



(Signature) Robin W. Welch
President, Board of Trustees
McAllen Independent School District

(Printed name and title)



(Signature) J. Tom Ashley III, AIA
Ashley Humphries & Sanchez/Pfluger
Associates, P.L.L.C.

(Printed name and title)



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

EXHIBIT "A"

12.1 Request for Payment. On or before noon of the first Monday of each month during the performance of the services, Architect shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Services rendered, a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the Owner's Board of Trustees meets approving such payment, the Owner shall make payment to Architect in the amount approved as aforesaid subject to Section 12.3, below.

12.2 Final Payment. After final completion of the work and acceptance thereof by Owner, Architect shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Architect and upon approval thereof by Owner, Owner shall pay to Architect the amount due ("Final Payment") under such Final Request in accordance with the provisions of 12.1.

The Final Request for Payment shall not be made until Architect delivers to Owner an affidavit that so far as Architect has knowledge or information, all materials and services over which Architect has control have been paid.

12.3 Qualifications on Obligations to Pay. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 12.1 hereof or Final Payment) to Architect hereunder if any one or more of the following conditions precedent exist:

- (1) Architect is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;
- (2) Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;
- (3) Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has made payment to Architect;

- (4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Services.

12.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Services to which such partial payment relates or relieves Architect of any of its obligations hereunder with respect thereto.

12.5 Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

12.6 **Waiver.** The making of the Final Payment shall constitute a waiver of all claims by the Owner except those arising from (1) faulty or defective Services appearing after completion of the Work, (2) failure of the Services to comply with the requirements of this Agreement or the Contract documents, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Architect except those previously made in writing and identified by the Architect as unsettled at the time of the Final Request for payment.

EXHIBIT "B"

OTHER CONDITIONS OR SERVICES

13.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's experience and abilities with respect to performing the Services. The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Architect covenants with Owner to use its best efforts, skill, judgment and abilities to design the project and to further the interests of Owner in accordance with Owner's requirements and procedures, in accordance with the American Institute of Architects' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Architect shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. Architect represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

13.2 The Architect represents, covenants and agrees that all of the Services to be furnished by the Architect under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among architects of similar experience, knowledge, skill and ability engaged in architectural practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth the Drawings and Specifications.

13.3 The Architect represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Architect envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Architect having such special skills could anticipate may arise from the proper use of the Project after accepted by Owner; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by Owner; and it recognizes that any Board of Trustees, employees, and agents of the Owner, plus guests and visitors are within a class

of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

13.4 Architect represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. Architect additionally represents, covenants and agrees to the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specification; the result of the Drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of Architect's inspection of the Project will be suitable for purposes for which the Project is designed; and the Project will be designed and construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use as a school. The Architect's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Drawings and Specifications nor shall the Architect be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Architect's skill and knowledge in preparing the Drawings and Specifications. Notwithstanding the immediately preceding sentence, Architect may rely on any documents or information forwarded by Owner pursuant to Article 2 hereof.

13.5 The Architect represents, covenants and agrees that the person directly in charge of the professional architectural work is duly registered under Texas Revised Civil Statutes, Annotated., Article, 249(a), as amended.

13.6 **Indemnification.** To the fullest extent permitted by applicable law, the Architect and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Board of Trustees, officers, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of the Services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom, and (2)

are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Architect shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

13.7 Joint and Several Liability. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 13.6 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnatee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which Owner or any of the Indemnitees has by law.

13.8 The final written estimate of construction cost will be reviewed and approved by the Board of Trustees of Owner prior to authorizing the Architect to issue plans and specifications for bidding.

13.9 Notwithstanding any provisions herein to the contrary, it is agreed that if the Architect's final written estimate of construction cost is less than the low bona fide bid for construction and such low bid is not accepted by the Owner, the Architect, at his expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to Owner.

13.10 The Owner agrees to give the Architect the latitude to make the required changes to plans and specifications to achieve the required reduction in construction cost; however, the Architect shall consult with the Owner on all necessary changes.

13.11 Architect covenants with Owner to obtain separate bids and/or contracts, if requested, for the following phases of the construction of the Project:

1. General Construction; and
2. Civil Engineering
3. Landscape Architecture
4. Mechanical Engineering

13.12 Architect currently maintains a general and professional liability insurance policy to cover the liability of Architect connected with the performance of the Services or any service covered by this Agreement in an amount equal to or exceeding \$1,000,000.00 and Architect covenants and agrees to obtain renewals of such policy until the end of the warranty period of the project. Architect agrees to furnish Owner a copy of the insurance policy showing the said policy to be in full force and effect at all times during the period this Agreement is in effect.

13.13 The work must comply with Appendix B -State Board of Education Rules on School Facility Standards, pages 16 - 21 (attached) and designed to meet all governing handicap accessible laws.

ATTACHMENT A-1

ASHLEY HUMPHRIES & SANCHEZ/PFLUGER ASSOCIATES, P.L.L.C.

SCOPE OF WORK: **ALVAREZ ELEMENTARY SCHOOL**
 CLASSROOM ADDITION AND RENOVATIONS

CROCKETT ELEMENTARY SCHOOL CLASSROOM
 ADDITION AND RENOVATIONS

ZAVALA ELEMENTARY SCHOOL
 CLASSROOM ADDITION AND RENOVATIONS

Design and provide construction plans and specifications for the following projects:

10 classroom addition & classroom renovations at Alvarez Elementary School

4 classroom addition, classroom and kitchen renovations at Crockett
Elementary School

14 classroom addition & classroom renovations at Zavala Elementary School

The number of classrooms and their locations may vary based on the Board's approval of the elementary school zones.

The work must comply with Appendix B -State Board of Education Rules on School Facility Standards and meet all governing handicap accessible laws.

The estimated budgets for the projects are as follows:

Alvarez Elementary School	\$ 950,000.00	Classroom Addition
	\$ 390,000.00	Classroom Renovations
Crockett Elementary School	\$ 380,000.00	Classroom Addition
	\$ 435,000.00	Classroom Renovations
	\$ 46,000.00	Kitchen Renovations
Zavala Elementary School	\$1,330,000.00	Classroom Addition
	\$ 450,000.00	Classroom Renovations
Total	\$2,660,000.00	Classroom Additions
Total	\$1,321,000.00	Classroom/Kitchen Renovations

Modified Contract

ASHLEY HUMPHRIES & SANCHEZ/PFLUGER ASSOCIATES, P.L.L.C.

SCOPE OF WORK: **Alvarez Elementary School -Classroom Addition and Renovations**

Crockett Elementary School -Classroom Addition and Renovations

Seguin Elementary School -Classroom Addition

Thigpen Elementary School -Classroom Renovations

Zavala Elementary School -Classroom Renovations

Design and provide construction plans and specifications for the following projects:

6 classroom addition & classroom renovations at Alvarez Elementary School. (The current contract lists 10 classrooms)

4 classroom addition, classroom and kitchen renovations at Crockett Elementary School

10 classroom addition at Seguin Elementary School

Classroom renovations at Thigpen Elementary School

Classroom renovations at Zavala Elementary School. Delete the 14 classroom addition at Zavala.

The work must comply with Appendix B -State Board of Education Rules on School Facility Standards and meet all governing handicap accessible laws.

The estimated budgets for the modified projects are as follows:

Alvarez Elementary School	\$ 552,750.00	Classroom Addition
	\$ 390,000.00	Classroom Renovations
Crockett Elementary School	\$ 368,500.00	Classroom Addition
	\$ 435,000.00	Classroom Renovations
	\$ 46,000.00	Kitchen Renovations
Seguin Elementary School	\$ 921,250.00	Classroom Addition
Thigpen Elementary School	\$ 435,000.00	Classroom Renovations
Zavala Elementary School	\$ 522,000.00	Classroom Renovations
Total	\$ 1,842,500.00	Classroom Additions
Total	\$ 1,828,000.00	Classroom/Kitchen Renovations



AIA Document B141

Standard Form of Agreement Between Owner and Architect

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

AGREEMENT

made as of the 17th day of January in the year of
~~Nineteen Hundred and~~ Two Thousand

BETWEEN the Owner: McAllen Independent School District
(Name and address) 2000 North 23rd. Street
McAllen, Texas 78501-6126

and the Architect: Boultinghouse Simpson & Associates, Inc.
(Name and address) 3301 North McColl Road
McAllen, Texas 78501

For the following Project:

(Include detailed description of Project, location, address and scope)

Fields Elementary School Classroom Renovations
Jackson Elementary School Classroom & Kitchen Renovations
Navarro Elementary School Classroom Renovations

Fields Elementary School
500 Dallas
McAllen, Texas 78501

Jackson Elementary School
500 Highland
McAllen, Texas 78501

Navarro Elementary School
2100 Hackberry
McAllen, Texas 78501

The Owner and Architect agree as set forth below.

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TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 1.2

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 1.1.5.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 1.2 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program,

schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

~~not have control over or charge of~~
2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, ~~since these are solely the Contractor's responsibility under the Contract for Construction.~~ The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has ~~(1) made extensive or continuous on-site inspections to check the quality or~~

~~quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed experience or qualifications received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.~~

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. ~~Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor; all of which remain the responsibility of the Contractor to the extent required by the Contract Documents.~~ The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. ~~The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.~~

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

~~2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.~~

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 1.2, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. ~~If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services.~~ If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

~~3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES~~

~~2.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.~~

~~2.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B152 current as of the date of this Agreement, unless otherwise agreed.~~

~~3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.~~

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

1. inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
2. required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
3. due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5, unless recommended by the Architect.

~~2.2.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.~~

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom, unless recommended by the Architect.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

~~2.2.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.~~

~~3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.~~

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

~~3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.~~

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

~~3.4.6 Providing services to investigate existing conditions or conditions to make structural drawings thereof.~~
measured

3.4.7 Providing ~~services to verify the accuracy of~~ drawings ~~or other information furnished by the Owner.~~

3.4.8 Providing coordination of construction performed by separate contractors ~~or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner, unless recommended by Architect.~~

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making ~~investigations~~ inventories of materials or equipment or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than (60) days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

~~4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligation under this Agreement.~~

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

and a legal description.
4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information ~~on the survey shall be referenced to a Project Benchmark.~~

4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsol conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the ~~scope of the Project and are requested by the Architect~~ Owner.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

ARTICLE 5

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. ~~In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.~~

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

1. give written approval of an increase in such fixed limit,
2. authorize rebidding or renegotiating of the Project within a reasonable time.

3. if the Project is abandoned, terminate in accordance with Paragraph 8.5, or

4. cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7

ARBITRATION

~~7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.~~

7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, ~~an additional person or entity not a party to this Agreement.~~

~~except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

7.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice ~~should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.~~

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

- ~~1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the pre-design, site analysis, or Schematic Design Phases or~~

- ~~2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase or~~

- ~~3 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.~~

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect, and shall be performable in Hidalgo County, TX.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

~~9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.~~

~~9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of~~

~~the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.~~

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Expense of transportation in connection with the Project, expenses in connection with authorized out-of-town travel, long-distance communications, and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding copies to be furnished to Owner.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

~~**10.2.1.6** Expense of computer-aided design and drafting equipment time when used in connection with the Project.~~

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows.

11.1 AN INITIAL PAYMENT of Zero Dollars (\$ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows.

(Insert basis of compensation including stipulated sums, multiples or percentages and identify phases to which particular methods of compensation apply, if necessary.)

Eight Percent (8.00%) of Renovations Cost

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Schematic Design Phase	Fifteen	percent (15 %)
Design Development Phase:	Twenty	percent (20 %)
Construction Documents Phase	Forty	percent (40 %)
Bidding or Negotiation Phase:	Five	percent (05 %)
Construction Phase:	Twenty	percent (20 %)

Total Basic Compensation: one hundred percent (100%).

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

Principal Architect	\$75.00 per hour
Project Manager/Architect	\$45.00 per hour
Technician.	\$30.00 per hour
Clerical.	\$25.00 per hour

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

Same as 11.3.1

~~11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of _____ (_____) times the amounts billed to the Architect for such services.~~

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one (1.0) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within twelve (12) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable five (5) days from the date of the Architect's invoice. ~~Amounts unpaid _____ (_____) days after the invoice date shall bear interest at the rate covered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~ approval by the Board of Trustees of Owner and in accordance with paragraph 12.1 of Exhibit "A".

(Insert rate of interest agreed upon.)
(Survey laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business. The location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12

OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

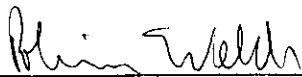
- 12.01 Exhibit "A" attached
Exhibit "B" attached

Exhibits "A" and "B" are incorporated herein as if fully copied and set forth at length. To the extent there is any conflict between the terms of this Agreement and Exhibits "A" and "B", Exhibits "A" and "B" shall take precedence.

- 12.02 The Owner will direct the Architect as to any contingency to be included in the Construction Cost.

This Agreement entered into as of the day and year first written above.

OWNER



(Signature) Robin W. Welch
President, Board of Trustees
McAllen Independent School District
(Printed name and title)

ARCHITECT



(Signature) Danny Boultinghouse, AIA
Boultinghouse Simpson & Associates,
(Printed name and title)



CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

EXHIBIT "A"

12.1 **Request for Payment.** On or before noon of the first Monday of each month during the performance of the services, Architect shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Services rendered, a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the Owner's Board of Trustees meets approving such payment, the Owner shall make payment to Architect in the amount approved as aforesaid subject to Section 12.3, below.

12.2 **Final Payment.** After final completion of the work and acceptance thereof by Owner, Architect shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Architect and upon approval thereof by Owner, Owner shall pay to Architect the amount due ("Final Payment") under such Final Request in accordance with the provisions of 12.1.

The Final Request for Payment shall not be made until Architect delivers to Owner an affidavit that so far as Architect has knowledge or information, all materials and services over which Architect has control have been paid.

12.3 **Qualifications on Obligations to Pay.** Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 12.1 hereof or Final Payment) to Architect hereunder if any one or more of the following conditions precedent exist:

- (1) Architect is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;
- (2) Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;
- (3) Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has made payment to Architect;

- (4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Services.

12.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Services to which such partial payment relates or relieves Architect of any of its obligations hereunder with respect thereto.

12.5 Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

12.6 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the Owner except those arising from (1) faulty or defective Services appearing after completion of the Work, (2) failure of the Services to comply with the requirements of this Agreement or the Contract documents, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Architect except those previously made in writing and identified by the Architect as unsettled at the time of the Final Request for payment.

EXHIBIT "B"

OTHER CONDITIONS OR SERVICES

13.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's experience and abilities with respect to performing the Services. The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Architect covenants with Owner to use its best efforts, skill, judgment and abilities to design the project and to further the interests of Owner in accordance with Owner's requirements and procedures, in accordance with the American Institute of Architects' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Architect shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. Architect represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

13.2 The Architect represents, covenants and agrees that all of the Services to be furnished by the Architect under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among architects of similar experience, knowledge, skill and ability engaged in architectural practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth the Drawings and Specifications.

13.3 The Architect represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Architect envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Architect having such special skills could anticipate may arise from the proper use of the Project after accepted by Owner; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by Owner; and it recognizes that any Board of Trustees, employees, and agents of the Owner, plus guests and visitors are within a class

of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

13.4 Architect represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. Architect additionally represents, covenants and agrees to the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specification; the result of the Drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of Architect's inspection of the Project will be suitable for purposes for which the Project is designed; and the Project will be designed and construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use as a school. The Architect's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Drawings and Specifications nor shall the Architect be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Architect's skill and knowledge in preparing the Drawings and Specifications. Notwithstanding the immediately preceding sentence, Architect may rely on any documents or information forwarded by Owner pursuant to Article 2 hereof.

13.5 The Architect represents, covenants and agrees that the person directly in charge of the professional architectural work is duly registered under Texas Revised Civil Statutes, Annotated., Article, 249(a), as amended.

13.6 **Indemnification.** To the fullest extent permitted by applicable law, the Architect and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Board of Trustees, officers, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of the Services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom, and (2)

are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Architect shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

13.7 **Joint and Several Liability.** In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 13.6 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnatee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which Owner or any of the Indemnitees has by law.

13.8 The final written estimate of construction cost will be reviewed and approved by the Board of Trustees of Owner prior to authorizing the Architect to issue plans and specifications for bidding.

13.9 Notwithstanding any provisions herein to the contrary, it is agreed that if the Architect's final written estimate of construction cost is less than the low bona fide bid for construction and such low bid is not accepted by the Owner, the Architect, at his expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to Owner.

13.10 The Owner agrees to give the Architect the latitude to make the required changes to plans and specifications to achieve the required reduction in construction cost; however, the Architect shall consult with the Owner on all necessary changes.

13.11 Architect covenants with Owner to obtain separate bids and/or contracts, if requested, for the following phases of the construction of the Project:

1. General Construction; and
2. Civil Engineering
3. Landscape Architecture
4. Mechanical Engineering

13.12 Architect currently maintains a general and professional liability insurance policy to cover the liability of Architect connected with the performance of the Services or any service covered by this Agreement in an amount equal to or exceeding \$1,000,000.00 and Architect covenants and agrees to obtain renewals of such policy until the end of the warranty period of the project. Architect agrees to furnish Owner a copy of the insurance policy showing the said policy to be in full force and effect at all times during the period this Agreement is in effect.

13.13 The work must comply with Appendix B –State Board of Education Rules on School Facility Standards, pages 16 – 21 (attached) and designed to meet all governing handicap accessible laws.

ATTACHMENT A-1

BOULTINGHOUSE SIMPSON & ASSOCIATES, INC.

SCOPE OF WORK: **FIELDS ELEMENTARY SCHOOL
CLASSROOM RENOVATIONS**

**JACKSON ELEMENTARY SCHOOL
CLASSROOM & KITCHEN RENOVATIONS**

**NAVARRO ELEMENTARY SCHOOL
CLASSROOM RENOVATIONS**

Design and provide construction plans and specifications for the following projects:

Classroom renovations at Fields Elementary School

Classroom & kitchen renovations at Jackson Elementary School

Classroom renovations at Navarro Elementary School

The work must comply with Appendix B -State Board of Education Rules on School Facility Standards and meet all governing handicap accessible laws.

The estimated budgets for the projects are as follows:

Fields Elementary School	\$ 330,000.00
Jackson Elementary School	\$ 375,000.00
Kitchen Renovation	\$ 46,000.00
Navarro Elementary School	\$ 315,000.00
Total	\$1,066,000.00

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
3/6/00

PRODUCER

INSPRO Insurance Agency, Inc.
P.O. Box 515039
Dallas, Texas 75251

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Boultinghouse Simpson Architects
3301 North McColl Road
McAllen, Texas 78501

INSURER A: General Insurance Co. of America

INSURER B: (SAFECO)

INSURER C:

INSURER D:

INSURER E:

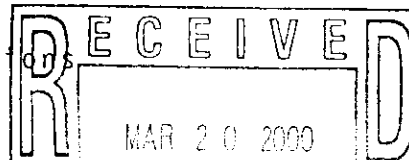
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				
	☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$
	☐ CLAIMS MADE ☐ OCCUR				FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COM/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	☐ POLICY ☐ PRO-JECT ☐ LOC				
	AUTOMOBILE LIABILITY				
	☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				
	☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				
	☐ OCCUR ☐ CLAIMS MADE				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
					WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability	CM7850719B	5/16/99	5/16/01	\$1,000,000 each claim \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Projects: -Fields Renovations
-Jackson Classroom & Kitchen Renovations
-Navarro Renovations



CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

McAllen Independent School District
Attn: Ramiro Vela
2000 North 23rd Street
McAllen, Texas 78501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

DATE: January 19, 2004 **AGENDA ITEM NO.** 14 **RELATED PAGE(S)** 169

SUBJECT: Interlocal Agreement Purchase No. 4575 - McAllen ISD Police Department Communications Equipment and Installation Through HGAC

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen ISD Police Department obtained two licenses from the (FCC) Federal Communications Commission to operate two radio frequencies. These radio frequencies are currently shared with the Transportation Department and High School Administrators. At times this has created safety concerns due to the unique roles of Administrators and that of the Police.

The new equipment will allow the Transportation Department, campus administrators and the District Police Department to communicate independently and maximize safety measures for all district facilities. The City of McAllen Police Department has agreed to provide the school District Police Department with two additional police radio frequencies.

ADMINISTRATIVE CONSIDERATION/FACTS AND ANALYSIS:

The McAllen ISD Police Department has obtained pricing from HGAC (Houston Galveston Area Council of Government) for the equipment to remedy our current communications needs. Attached for your review is the list of equipment, pricing and installation/programming costs to complete the changes needed by the District's Police Department. Staff is recommending HGAC for all needed equipment. Estimated expenditures for this purchase are \$39,485.97. The funding source for the purchase for radio equipment will be from the Drug Free Schools Grant.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve Interlocal Agreement Purchase No. 4575 – McAllen ISD Police Department Communications Equipment and Installation Through HGAC in the amount of \$39,485.97.

SUBMITTED BY:

Cris Esquivel, Chief of Police

Name and Title

SUPERVISORS:

Scott Owings, Assistant Superintendent for General Operations

Name and Title

Approved for presentation to the Board of Education:

Contact: Cris Esquivel
Office: 928-8990
Email: cris_esquivel@mcallen.isd.tenet.edu

Interim Superintendent of Schools

Date

**MOTOROLA**Authorized Radio System
SpecialistMCALLEN ISD
POLICE DEPARTMENT
2000 N. 23RD STREET
MCALLEN, TX 78501DATE: 12/18/03
QUOTE #: 02-10046ATTN: MR ZUNIGA
PHONE: 956-618-6000
FAX: 956-632-8848
EMAIL:
USER CONTACT CHIEF ESQUIVEL
CONTACT # 956-632-8768

Item	APC	Qty.	Nomenclature	Description	HGAC Unit		HGAC Extended	
CONTROL STATIONS								
1	760	3	M10UGD6DC5 N	LCS2000 800MHZ(806-870 MHZ)15W MOBILE	\$	413.60	\$	1,240.80
1A	760	3	Q38	ENH: SMARTZONE LTS2000 800/900	\$	250.00	\$	750.00
SPECIAL PRICING								
2	867	3	HLN3067	CONTROL STATION PACKAGE,LOW POWER	\$	256.00	\$	768.00
3	207	3	RDF4248	ANTENNA YAGI 6DB 3 ELEMENT	\$	88.20	\$	264.60
4	207	300	L1705	1/2" LDF HELIAX POLY JKT PER FT	\$	2.61	\$	783.00
5	207	6	TDN6678	1/2" CONNECTOR N JACK FEMAL	\$	32.85	\$	197.10
6	207	3	TDN9378	1/4" 3' S FLEX N MALE MINI UHF MALE	\$	96.30	\$	288.90
MOBILES								
7	760	8	M10UGD6DC5 N	LCS2000 800MHZ(806-870 MHZ)15W MOBILE	\$	413.60	\$	3,308.80
7A	760	8	Q38	ENH: SMARTZONE LTS2000 800/900	\$	250.00	\$	2,000.00
SPECIAL PRICING								
8	554	8	RRA4986	ANTENNA, 3DB ROOF MOUNT LOW LOSS BL	\$	34.00	\$	272.00
PORTABLES								
9	678	24	H10UCH6DC5 N	PORTABLE LTS2000 800MHZ 3W (806-870	\$	501.60	\$	12,038.40
9A	760	24	Q38	ENH: SMARTZONE LTS2000 800/900	\$	250.00	\$	6,000.00
SPECIAL PRICING								
10	795	24	HTN9042	120V INTELICHARGE RAPID RATE CHARG	\$	49.09	\$	1,178.16
11	795	24	HMN9030	REMOTE SPEAKER MICROPHONE	\$	59.50	\$	1,428.00
12	785	24	HLN9421	CARRY CASE (DTMF STANDARD LEATHER) WITH SWIVEL	\$	48.45	\$	1,162.80

EQUIPMENT	\$	31,680.56
INSTALLATION, PROGRAMMING	\$	7,250.00
FREIGHT - FOB GROUND SERVICE	\$	-
TOTAL SERVICES WITH EQUIPMENT	\$	38,930.56
HGAC Administrative Fee 1.75% of purchase		\$554.41
Total Services with equipment & HGAC Fee		\$39,485.97

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

AGENDA

DATE: 1/19/04 **ITEM NO.** 15 **RELATED PAGE(S)** 171-175

SUBJECT: Process for Selection and/or Possible Announcement of Name of Finalist
for Superintendent

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

One of the most important responsibilities of a School Board is to select a superintendent. The person selected by the Board to lead the District must be a highly qualified educator who has the necessary skills to work well with the School Board, the staff and the community. The person selected must be a visionary who has the fortitude to ensure that quality education is provided to all students of the District.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Options exist for the Board in the selection/nomination of a Superintendent. Some common options are 1) to employ a paid search consultant firm; 2) to conduct an independent search without having to rely on an outside source; or 3) to consider selecting/promoting/naming a finalist for Superintendent.

RECOMMENDED BOARD ACTION:

Board of Trustees' discretion

SUBMITTED BY: Mrs. Theresa Lee, Board Secretary
Mrs. Myrna Garcia, Board Member

SUPERVISOR: _____

Approved for presentation to the Board of Education:

Prepared by Dr. Eva Peña-Hughes
618-6055 - Office
eva_hughes@mcallen.isd.tenet.edu

Not applicable
Interim Superintendent of Schools

1/19/04
Date

TASB SUPERINTENDENT SEARCH TIMELINE

TASK	DATE
Develop profile	Mid September
Open search	October
Application deadline	January
Initial interviews	First week of February
Follow-up interviews	Second week of February
Board visits candidate's home district	Third week of February
Board votes to announce finalist	Third week of February
Board votes to hire new Superintendent	Mid March
Superintendent reports to district	June 1

MISD SUPERINTENDENT SEARCH TIMELINE

ALTERNATIVE 1

TASK	DATE
Develop profile	Mid November
Open search	December
Application deadline	March
Initial interviews	First week of April
Follow-up interviews	Second week of April
Board visits candidate's home district	Third week of April
Board votes to announce finalist	Third week of April
Board votes to hire new Superintendent	Mid May
Superintendent reports to district	June 1

ALTERNATIVE 2

TASK	DATE
• Develop profile	November
• Open search within MISD	December
• Letter of Intent/Application deadline	December
• Initial interviews	December
• Follow-up interviews	December
• Board announces/hires new Superintendent	December
• Superintendent assumes position	January

STEPS SUPERINTENDENT SEARCH

The steps listed below can provide the Board a general idea of what to expect when embarking on a search for a chief executive officer. The Board can undertake these steps on their own or hire a consultant firm. (Downloaded from the TASB website)

1. Establish procedures and calendar of events

- Will Board use a consultant?
- Who will develop a calendar of events? Calendar of events includes application deadline interview schedule, vote date to name finalist(s) and vote date to hire superintendent.
- Who will handle mail and telephone calls?
- Will an application form be used?
- Who will receive applications and respond to applicants?
- Who will recruit?
- Who will evaluate applications?

2. Communicate procedures and calendar of events

- Inform staff and community of calendar of events as soon as possible.
- How will the information be disseminated?

3. Develop a realistic budget

- Include consultant fee, if applicable
- Include printing, postage, telephone and travel costs
- Include national advertising costs, if applicable
- Remember that districts customarily pay expenses of candidates invited to interview
- Include site visit travel costs

4. Determine profile

- Develop a clear vision (goals) of where the Board wants the district to go
- Involve staff and community in defining leadership characteristics of new superintendent. Use this profile when recruiting and evaluating applicants.

5. Advertising and recruitment

- Disseminate widely the profile and pertinent search information
- Actively recruit outstanding applicants
- Make available to prospective candidates someone who is knowledgeable of the district and desired leadership characteristics

6. Maintain confidentiality

- Maintain confidentiality as long as possible to enhance the applicant pool
- Announce a finalist(s) 21 days before voting to hire

7. Initial interviews

- Evaluate applications and select five or six applicants for interviews
- Establish schedule for interviews
- Establish agenda for interviews
- Establish questions for candidates in advance so all candidates can be handled identically at this stage
- After first interviews are completed, invite three candidates for follow-up interviews

8. Follow-up interviews

- Establish schedule for interviews
- Establish agenda for interviews
- If candidate is married, invite spouse to follow-up interview for informal meeting with Board members and their spouses
- After follow-up interviews are completed, determine the top candidate and plan a site visit

9. Contract negotiations

- Determine the contract format with local counsel (Review a sample contract Hiring the School Board's Chief Administrator from the Texas Association of School Boards Legal Services Division.)
- Shape the salary and benefit package to be included in the contract
- Take the contract on the site visit so that the candidate can concur prior to the Board's official action

10. Site visit

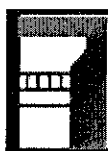
- A Board committee (not a quorum) will visit the top candidate's district to verify their perceptions
- Contact various groups and individuals during the visit
- Allow the candidate to review the proposed contract

11. Hire

- After the site visit, the Board committee reports its findings to the entire Board
- Take official action to name finalist (State law requires a 21-day discovery period before the Board can vote to hire.)

12. Entry plan

- Introduce the new superintendent to staff and community as soon as possible
- Arrange to have press releases distributed immediately
- Depending on circumstances, create a transition plan prior to the new superintendent being on the job full time



Executive Search Services

*Recruiting Today's Educators
For Tomorrow's*

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- ▶ [Vacancies](#)
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Searches Conducted in Past Five Years

Executive Search Services has conducted searches for these districts and entities. Where applicable, average daily attendance is noted.

For more information on previous searches conducted, e-mail [Executive Search Services](#).

2002-03

Big Spring ISD (3,754)
Borger ISD (2,714)
Boys Ranch ISD (346)
Conroe ISD (33,383)
Crowley ISD (9,152)
Eden ISD (287)
Gruver ISD (388)
Highland Park ISD (803)
Kingsville ISD (4,285)
Lancaster ISD (3,958)
Laredo ISD (22,176)
Lazbuddie ISD (192)
Liberty ISD (2,223)
Little Elm ISD (2,343)
Livingston ISD (3,836)
Longview ISD (7,875)
Monahans ISD (1,928)
Natalia ISD (1,048)
Pampa ISD (3,269)
Port Arthur ISD (9,907)
Presidio ISD (1,409)
Rogers ISD (828)
Snyder ISD (2,501)
Trinity ISD (1,169)
Walnut Springs ISD (214)
Winona ISD (972)

2001-02

Anahuac ISD (1,326)
Athens ISD (3,123)
Channelview (6,260)
El Campo ISD (3,482)
Floydada ISD (1,015)
Friendswood ISD (5,100)
Harris County Department of Education
Hearn ISD (1,125)
Hubbard ISD (463)
Iowa Park CISD (2,006)
Jefferson ISD (1,410)
Lake Travis ISD (3,956)
Luling ISD (1,480)
Marshall ISD (5,787)
Pineapple Mesa CISD (102,248)

Dawson ISD (494)
East Central ISD (7,196)
Hamilton ISD (866)
Howe ISD (919)
Humble ISD (22,961)
Lago Vista ISD (817)
Lovejoy ISD (648)
Paris ISD (3,648)
Plemons-Stinnett-Phillips CISD (630)
Poolville ISD (410)
Sam Rayburn ISD (366)
San Antonio ISD (53,050)
San Felipe-Del Rio CISD (9,261)
Seminole ISD (2,098)
Slaton ISD (1,319)
Southside ISD (3,925)
Southwest ISD (8,935)
Springtown ISD (3,110)
Terrell ISD (3,682)
Trent ISD (144)
Uvalde CISD (4,871)
Weatherford ISD (6,217)
Weimar ISD (629)
Wichita Falls ISD (14,128)
Willis ISD (4,051)
Winfield ISD (135)

1999 - 2000

Azle ISD (5,317)
Bishop CISD (1,173)
Bovina ISD (509)
Brenham ISD (4,427)
Brooks County (1,653)
Castleberry ISD (2,967)
Clint ISD (6,767)
Comstock ISD (144)
Dayton ISD (4,439)
Floresville ISD (3,156)
Glasscock Co ISD (330)
Gustine ISD (205)
Hubbard ISD - Hill County (477)

Current

- [Superintendent](#)

User Name

Password



Secure
Forgot you
Need to



Your Choice

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

AGENDA

DATE: 1/19/04 **ITEM NO.** 16 **RELATED PAGE(S)** 177-181
SUBJECT: Summative Evaluation of Interim Superintendent
REFERENCE: DIP Goal 4, Critical Success Factor 2 – High Quality Personnel

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The primary purpose of the evaluation of the Superintendent is to provide a measure which will reflect performance of responsibilities. The entire appraisal process should be viewed as a continuous measure of success, involving self-assessment, as well as an appraisal by the immediate supervisors. The entire process includes:

- Procedures for setting goals that define expectations and set priorities for the Superintendent.
- Formative conference
- Summative conference
- A written individual Professional Growth Plan, when indicated, that shall be based upon assessment, formative input and self assessment.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The Formative Goal Setting Conference should be held in the Fall after the start of the academic year; the Summative Conference, prior to contract renewal/continuance of employment.

RECOMMENDED BOARD ACTION:

That the Board of Trustees evaluate the duties and responsibilities of the Interim Superintendent.

SUBMITTED BY: _____

SUPERVISOR: _____

Approved for presentation to the Board of Education:

Prepared by Dr. Eva Peña-Hughes
618-6055 - Office
eva_hughes@mcallen.isd.tenet.edu

Not applicable
Interim Superintendent of Schools

1/19/04
Date

**McAllen Independent School District
Appraisal Process**

Administrative/Professional Staff (Non-Teaching)
(Confidential)

2003 - 2004

Name Yolanda Chapa **Current Assignment:** Interim Superintendent

Social Security _____ **Years In Current Assignment** 1

Purpose: The primary purpose of the evaluation of Administrative/Professional staff, is to provide a measure, generally an appraisal instrument, which will reflect performance of responsibilities. The entire appraisal process should be viewed as a continuous measure of success, involving self-assessment as well as an appraisal by the immediate supervisor to encourage and to reward effective performance.

Requirements: The following activities, in addition to the appraisal instrument itself, are to be considered parts of the entire appraisal process:

- procedures for setting goals that define expectations and set priorities for the Staff member being appraised
- formative conference(s)
- summative conference(s)
- a written individual Professional Growth Plan, when indicated, that shall be based upon assessment, formative input, and self-assessment

Scoring the Appraisal Instrument: Near the end of the annual appraisal process for staff, the immediate supervisor shall complete the appraisal instrument by individually scoring each staff member on the criteria identified. The Scoring Key is as follows:

- P = Proficient
- S = Satisfactory
- U = Unsatisfactory

Definitions of Scores: "Proficient" - Performance meets or exceeds standard expectations for the criterion. "Satisfactory" - Performance generally meets standard expectations for criteria, but this rating may be accompanied by written suggestions for improvement. "Unsatisfactory" - Performance for criterion is unacceptable. It is understood that before a criterion is rated "Unsatisfactory," the immediate supervisor shall provide documentation to the staff member concerning the performance on the specific criterion.

Rating: An overall summary performance score will not be determined. However, a staff member who has four or more unsatisfactory scores on the appraisal instrument will not be eligible to receive a general pay increase for the subsequent school year if the Board provides it, according to MISD Policy DEA (LOCAL).

Recommended Calendar - Subject to the Discretion of the Superintendent

- Formative Goal Setting Conference - In the fall after school begins
- Summative Conference - Before the end of the contract year; scheduled at an appropriate time
- Professional Growth Plans - Implemented as needed between the Formative Goal Setting Conference and the Summative Conference

**INTERIM SUPERINTENDENT
SUMMATIVE EVALUATION**

PERFORMANCE CRITERIA RATING

School/Organizational Climate

- _____ 1. Is informed about all aspects of the instructional program and ensures that there is a continuous focus on improving student academic performance.
- _____ 2. Works with the staff, Board and community to plan curriculum.
- _____ 3. Develops, evaluates and revises the District Improvement Plan annually with the assistance of the District-level committee.
- _____ 4. Prepares goal-oriented reports and support for those involved in achieving District and campus performance objectives.
- _____ 5. Conducts periodic evaluations of all programs and operations to determine improvements needed and to foster attainment of District and Campus improvement plans.
- _____ 6. Assists the Board in evaluating the effectiveness of school programs.
- _____ 7. Demonstrates skill in anticipating, managing and resolving conflict.

Personnel Management

- _____ 8. Recommends the number, types and organization of positions, including central administration, needed to carry out District functions effectively.
- _____ 9. Performs duties established by the Board regarding the recommendation, employment, suspension and dismissal of employees.
- _____ 10. Assigns and reassigns all personnel; exercises final authority for educators transferred because of enrollment shifts or program changes.
- _____ 11. Directs and supervises the staff evaluation program and provides effective two-way communication with District personnel.
- _____ 12. Serves as liaison between the Board and staff.
- _____ 13. Develops and recommends pay systems; recommends pay increases or adjustments for personnel.
- _____ 14. Supports staff development and other professional development programs.
- _____ 15. Promotes a positive work environment that fosters high staff morale and excellence within the District.

Administration and Fiscal/Facilities Management

- _____16. Keeps informed of developments in state, federal and local laws and public policy affecting education.
- _____17. Accurately prepares and submits in a timely manner any and all reports required by the Board, TEA, other federal and state agencies and any records subpoenaed by a court of law.
- _____18. Directs and supervises all financial accounting and ensures that funds are expended legally, in accordance with the approved budget, and controlled effectively.
- _____19. Ensures District compliance with all applicable state and federal requirements.
- _____20. Ensures that the school plant and facilities are properly maintained and that adequate provision is made for the safety of students, employees and other users of school facilities.
- _____21. Monitors District property, casualty and workers' compensation loss experience to ensure that appropriate risk management and loss control strategies are employed.

Student Services Management

- _____22. Ensures a favorable educational environment through the implementation of an equitable and efficient system of student behavioral management.
- _____23. Works with staff, Board and community in planning and implementing support services for students.

School/Community Relations

- _____24. Develops and implements effective communication between the schools and community; promotes community support and involvement with the schools.
- _____25. Represents the District in activities involving other school systems, institutions, agencies and professional and community groups.
- _____26. Interprets Board policies to the staff, parents and community.

Professional Growth and Development

- _____27. Formulates with the Board an annual Superintendent's professional development plan and assists the board in designing a process for evaluating the Superintendent's performance.
- _____28. Pursues professional development through reading, attending conferences and being involved with related agencies.

Board/Superintendent Relations

- _____29. Assists the Board in identifying individual and team training needs, and in arranging training opportunities.
- _____30. Prepares Board agendas and meetings' materials in cooperation with the Board President.
- _____31. Attends and participates in all meetings of the Board except closed meetings when the Board desires to discuss such matters as the Superintendent's contract or evaluation privately.
- _____32. Keeps the Board continuously informed on issues, needs and operations of the District.
- _____33. Exercises discretion and good judgment in matters not covered by Board policy.
- _____34. Serves as custodian of all minutes and records of the Board.
- _____35. Communicates with the District's attorney on matters in litigation or potential litigation except as otherwise directed by the Board.
- _____36. Performs related duties assigned by action of the Board.

General Comments:

I acknowledge that I have read the completed evaluation form. I understand that my signature does not necessarily mean that I agree with the evaluation.

Signature of Person Being Appraised (Date)

Signature of Appraiser (Date)

Signature of Appraiser (Date)

Signature of Appraiser (Date)

Signature of Appraiser (Date)

Signature of Appraiser (Date)

Signature of Appraiser (Date)

Signature of Appraiser (Date)