

# Agenda of Special Meeting

## The Board of Trustees Calallen ISD

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A Special meeting of the Board of Trustees of Calallen ISD will be held August 3, 2009, beginning at 6:45 PM in the Central Administration Office, 4205 Wildcat Dr., Corpus Christi, Texas.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. Opening of Special Meeting by Chairman 3
2. New Business
  - A. Discuss and take possible action on plans for Aquatic/Activity Center for CHS 4  
Presenter: Dr. Almendarez
  - B. Consider approval of the publication of the proposed 2009 Calallen ISD Tax Rate 5  
Presenter: Mrs. George
  - C. Consider approval authorizing Superintendent to provide board training for Ingelside and Taft ISD 6  
Presenter: Dr. Almendarez
  - D. Consider approval of Memorandum of Understanding with JJAEP for 2009-2010 school year 7  
Presenter: Mr. Romero
  - E. Consider approval of Band Instrument and Instrument storage purchases 18  
Presenter: Mr. Monroe
  - F. Closed Session 20  
Presenter: Dr. Almendarez
  - G. Consider and take possible action concerning approval of Agreement for Private School Services for students A.T. & E. T. by Next Friends L.T. & D.H. 21  
Presenter: Dr. Almendarez

H. Personnel - Consider approval of Resignations and  
Appointments  
Presenter: Mr. Romero

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3. Adjourn



## **Calling the Meeting to Order**

**I call this meeting of the Calallen Independent School District Board of Trustees to order and let the record show that a quorum of Board Members is present and that this meeting was duly called and posted in accordance with the Texas Open Meetings Act, Texas Government Code 551.**

BOARD OF EDUCATION  
CALALLEN INDEPENDENT SCHOOL DISTRICT  
CORPUS CHRISTI, TEXAS

Date : August 3, 2009

Subject: Discuss and take possible action on plans for Aquatic/Activity Center at CHS

New Business

**Action**

**BACKGROUND INFORMATION**

The Board requested that architects make revisions to preliminary plans that were presented at the July 20, 2009 board meeting. Following additional meetings with District staff, the architects will have revised plans for the Board's consideration.

**ITEM ADDRESSED**

Discuss and take possible action on plans for Aquatic/Activity Center at CHS

**RECOMMENDED ACTION**

Any recommendation will be made at the meeting following the architects presentation of revised plans.

BOARD OF EDUCATION  
CALALLEN INDEPENDENT SCHOOL DISTRICT  
CORPUS CHRISTI, TEXAS

Date : August 3, 2009

Subject: Consider approval of the publication of the proposed 2009 Calallen ISD Tax Rate

New Business

**Action**

**BACKGROUND INFORMATION**

Information concerning tax rate will be discussed during budget workshop.

**ITEM ADDRESSED**

Consider approval of the publication of the proposed 2009 Calallen ISD Tax Rate

**RECOMMENDED ACTION**

The Administration recommends the Board approve the publication of the proposed 2009 Calallen ISD Tax Rate.

BOARD OF EDUCATION  
CALALLEN INDEPENDENT SCHOOL DISTRICT  
CORPUS CHRISTI, TEXAS

Date : August 3, 2009

Subject: Consider approval authorizing Superintendent to provide board training for Ingelside and Taft ISD

New Business

**Action**

**BACKGROUND INFORMATION**

In order to take on responsibilities outside the District, the Superintendent must seek Board approval.

**ITEM ADDRESSED**

Consider approval authorizing Superintendent to provide board training for Ingelside and Taft ISD.

**RECOMMENDED ACTION**

BOARD OF EDUCATION  
CALALLEN INDEPENDENT SCHOOL DISTRICT  
CORPUS CHRISTI, TEXAS

Date : August 3, 2009

Subject: Consider approval of Memorandum of Understanding with JJAEP for 2009-2010

New Business

**Action**

**BACKGROUND INFORMATION**

**ITEM ADDRESSED**

**RECOMMENDED ACTION**

The Administration recommends the Board approve the Memorandum of Understanding with JJAEP for 2009-2010.

JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM  
MEMORANDUM OF UNDERSTANDING

NUECES COUNTY JUVENILE BOARD  
AND  
INDEPENDENT SCHOOL DISTRICTS  
2009-2010 School Year

**I. PURPOSE**

In 1995, the Texas legislature required that in counties of 125,000 population or more, juvenile boards and independent school districts must work separately and jointly to provide alternative education options for all youth. The link between schools and the juvenile justice system was expanded by the legislature in Chapter 37 of the Education Code. In 1997 the Texas Legislature amended the Provisions of Chapter 37. The educational spectrum for youth includes the creation of alternative education programs at local independent school systems, support services from the Nueces County Juvenile Department and the creation of a Nueces County Juvenile Justice Alternative Education Program, hereafter known as the NCJJAEP. This partnership between the Nueces County Juvenile Board hereafter known as the NCJB and the Independent School Districts in Nueces County hereafter known as ISD's necessitates a memorandum of understanding.

A Student Code of Conduct must be adopted by the Board of Trustees of each ISD. The Student Code of Conduct must specify the circumstances under which a student may be removed from a classroom campus, or alternative education program. It must specify conditions that authorize or require a student to be transferred to an alternative education program, and it must outline conditions under which a student may be suspended or expelled.

The ISD's and the Nueces County Juvenile Board agree that there are three goals in this effort: (1) to establish consistency, predictability, and appropriateness of curriculum options and student placement following expulsions from regular schools or an AEP, (2) to return the student to a regular school setting when appropriate, and (3) to impress upon youth that there are progressive sanctions for misconduct in the public school setting. To accomplish these goals the following sections of this memorandum establish progressive sanctions and actions that move the student through the NCJJAEP, but also recapture the student to transition that student back to a regular school setting when possible.

**II. ENROLLMENT AND COST**

Due to the loss of Chapter 41 funds to offset the cost of discretionary expulsion of students to the JJAEP and the desire of several ISD's to continue sending discretionary expulsion students under Section 37.007 (b), (c), and (f), it is necessary to fund the education of students by allocating chairs by ISD. The cost per chair is \$18,855.00 for the 180 day school year payable in 10 equal installments (for those ISD's purchasing at least one chair) from August, 2009 through May, 2010,

The number of chairs to be purchased:

Aransas Pass ISD	1
Agua Dulce ISD	0
Banquete ISD	0
Bishop ISD	1
Calallen ISD	3
Corpus Christi ISD	20
Driscoll ISD	0
Flour Bluff ISD	11
London ISD	0
Robstown ISD	1
Tuloso-Midway ISD	1
West Oso ISD	3
Port Aransas ISD	0
Nueces County	1

ISD's that have not purchased any chairs may send only mandatory students at a cost of **\$130.00** per day for a minimum of 90 successful days billed from the first day of the month the student enters and through the end of the month the student exits.

#### **A. MANDATORY STUDENTS**

Mandatory students expelled under the expulsion criteria for offenses under 37.007(a) (d) (e) will be provided services by the NCJJAEP. Firearm violations 37.007 (e) will require placement in NCJJAEP for a period of one year. All other MANDATORY students will require placement in NCJJAEP for a period no less than 60 to 90 "successful" days according to the NCJJAEP school calendar or the number of "successful" days approved by the ISD Board of Trustees or Superintendent on appeal. If the offense occurs during the last six weeks of the semester the placement will extend into the next semester. All mandatory student attendance days will be reimbursed at the rate of \$79.00 per attendance day based on TJPC's reimbursement schedule. Mandatory expulsion students assigned by ISD's that have not purchased chairs will be billed to the ISD at the rate of **\$130.00** per day for a minimum of 90 successful days with the State reimbursement of \$79.00 per attendance day repaid to the ISD based on TJPC's reimbursement schedule. During a period where all **42** chairs are occupied and paid by the districts, those ISD's that purchased at least one chair will not be billed for the additional mandatory student if that student's expulsion complies with the 60 to 90 successful day expulsion criteria. The reimbursement and reimbursement rate are dependent on the appropriation of funds by the Texas Legislature. An administrative review will be conducted at the request of the sending ISD to facilitate early return to the home campus for students doing well.

## **B. DISCRETIONARY STUDENTS**

Discretionary students expelled under Section 37.007 (b), (c) and (f) may be placed in a separate alternative school program administered by the ISD, in a separate alternative school program under contract with the ISD, or be placed in the NCJJAEP. The school district is responsible for providing an immediate educational program to students expelled under 37.007 (b), (c), and (f) until required paperwork supporting the expulsion is received by the **Director of the Nueces County Juvenile Justice Alternative Education Program**. Each ISD will continue to receive their ADA on these students during the period of expulsion. All students shall be assigned for a period no less than 60 to 90 “successful” school days according to the NCJJAEP school calendar or the number of “successful” days approved by the ISD Board of Trustees or Superintendent on appeal. An administrative review will be conducted at the request of the sending ISD to facilitate early return to the home campus for students doing well.

Upon discretionary expulsion to the NCJJAEP, parents electing to place their child in a private or home school will be required to meet with the **JJAEP Director and the home school** to provide private school information or home school curriculum information.

## **C. ENGLISH AS A SECOND LANGUAGE STUDENTS**

Students who qualify for English As A Second Language (ESL) services will be provided those services by the sending ISD.

## **D. MISCELLANEOUS**

ISD’s whose student demonstrates exemplary performance at the NCJJAEP may request early release after 60 successful days or as directed by ISD Board policy subject to an agreement of the NCJJAEP Director, the Nueces County Department’s JJAEP Coordinator, and the ISD representative. **According to TJPC Standards TAC Chapter 348.7(g) (3), the JJAEP Director shall initiate withdrawal of a student after 30 consecutive school days in inactive status.** The district may initiate withdrawal of a student for nonattendance in accordance with ISD’s policy. Students withdrawn for nonattendance shall be permitted to re-enroll and complete their expulsion order, **if the sending ISD approves.**

## **E. STATE ASSESSMENT TESTING**

Each ISD’s will assist with administration of state assessment tests, if requested by the JJAEP Director.

## **F. STUDENT CHANGE IN ATTENDANCE ZONE WHILE AT JJAEP**

**When an expelled student who has been placed in the NCJJAEP moves out of the attendance boundaries of the participating school district which expelled the student, and becomes a resident within the attendance boundaries of another participating school district under this Agreement, the receiving school district shall have the option of continuing the expulsion under the terms of the NCJJAEP, or placing the student in its own, if applicable, or of allowing the student to attend regular classes without completing the period of expulsion. The receiving school district will undertake the**

responsibility for paying the NCJJAEP operation cost associated with the remaining term of expulsion, if the student remains at the NCJJAEP. The Fiscal agent will adjust each affected school district's accounting, upon notice from the NCJJAEP Coordinator if the student changes residence to another ISD's attendance zone. The NCJJAEP Director will be responsible for confirming the movement to another ISD's attendance zone and date of occurrence for accounting purposes, and will notify each school district affected.

### **G. PUBLIC EDUCATION INFORMATION MANAGEMENT SYSTEM (PEIMS)**

All PEIMS reporting requirements for the students placed in the JJAEP shall remain the responsibility of the sending district, and all ADA funding entitlements generated from such data shall also remain with the sending district. The NCJJAEP shall submit to the sending districts pertinent information to assure that the PEIMS is maintained throughout the duration of the student's expulsion. Student attendance and absence reports shall be provided to the participating school district on a timely basis.

### **III. DEFINITION OF SERIOUS/PERSISTENT MISBEHAVIOR**

The definition of serious and/or persistent misbehavior occurring at an AEP is that a student has established a pattern of defiance of authority, including chronic truancy and disruptive behaviors while at the AEP. This must be demonstrated through attendance records and behavior reports.

### **IV. LAW ENFORCEMENT REPORTS**

Notice of expulsions submitted to the Nueces County JJAEP Coordinator will initiate intake process for the Juvenile Court, and facilitate placement in the JJAEP. A police report must be filed and presented to the Juvenile Probation Department for all students referred to the JJAEP when a law violation has led to the expulsion. When a law violation on or off campus has led to the expulsion, the ISD will be notified in accordance with Subsection (g) Article 15.27 Code of Criminal Procedure that a prosecution was refused for lack of prosecutorial merit, if the court or jury found the student not guilty or the case was dismissed with prejudice.

### **V. REQUIRED ENROLLMENT DOCUMENTATION**

The school district shall provide to the Nueces County JJAEP Director (prior to acceptance into the JJAEP) the following documents: a completed JJAEP Enrollment Form, education transcripts, graduation plan, state assessments, discipline history, attendance records and law enforcement offense report. For students expelled for Serious/Persistent Misbehavior, a copy of the signature page of their Student Code of Conduct will be required along with attendance reports and behavior reports used to demonstrate the definition of Serious/Persistent Misbehavior.

### **VI. SPECIAL EDUCATION AND 504 STUDENTS**

Students who are expelled under Chapter 37.007 and are classified as a student with disabilities may

be expelled from the school district only after a duly constituted Admission, Review, and Dismissal (ARD) Committee determines that the alleged offense is not related to the student's disability/ies, in accordance with Section 37.004 of the Texas Education Code, the Individuals with Disabilities Education Act (I.D.E.A.), Section 504 of the Rehabilitation Act, the other applicable state and federal laws. A juvenile court may order an adjudicated youth to attend the Nueces County JJAEP without regard to any determination by an ARD Committee that the student's misconduct is related or not related to the student's handicapping condition. For students with disabilities who are adjudicated and placed in the Nueces County JJAEP by a juvenile court, the ARD Committee will review the student's Individual Education Plan (IEP) and determine the appropriate educational services to be provided for the student while in the Nueces County JJAEP.

The school district shall provide reasonable notice to the JJAEP Director of a pending expulsion ARD. At the time of the ARD, the school district shall provide to the JJAEP Director complete documents covering manifestation ARD including Individual Education Plan (IEP), modifications, and Behavior Intervention Plan (BIP), most recent annual ARD documents including IEP, modifications, and BIP, most recent academic and psychological assessments, and reading and math competency assessments.

Students with disabilities who are placed in the Nueces County JJAEP will be afforded educational services determined by a duly constituted ARD Committee to be appropriate for the student to receive a free and appropriate public education as defined by Federal and State Laws. It is the understanding of the parties that the School District has the ultimate responsibility of providing and ensuring these services including all other support services, related services, and non-educational services.

Any student assigned to Nueces County JJAEP who, after a review of all relevant records by representatives of the Nueces County JJAEP, is believed to be in need of services under I.D.E.A. or Section 504, shall be referred to the school district for the assessment of eligibility. Any student subsequently determined to qualify for services and protection under I.D.E.A. or Section 504, shall be afforded all lawfully required services and protection by the school district, to the extent that the Nueces County JJAEP is not able to provide the service and the district is notified of the need to provide the service.

The Nueces County Juvenile Board agrees that the school district shall have no responsibility to serve students with disabilities who have not previously been admitted to the district or who are not presently eligible for admission and who are at the Nueces County JJAEP. In accordance with Chapter 37, TEC, accountability for students placed at the Nueces County JJAEP shall remain with the student's district of expulsion.

## **VII. JJAEP ADVISORY BOARD AND DISTRICT LIAISON**

Each participating ISD will appoint a person to coordinate services and communications related to the educational programming, and the transition back to the ISD for students who have fulfilled all conditions of expulsion. This liaison will attend monthly NCJJAEP Advisory Board meetings and convey all information back to the ISD.

## **VIII. TRANSPORTATION**

Transportation to and from the NCJJAEP Program will be in accordance with an established plan for student transportation that complies with statute and TEA policies. The Sending District may make alternative transportation arrangements in the case of discretionary expulsion students as necessary. When an IEP for a special education student has provided transportation immediately preceding the NCJJAEP placement, that transportation shall be continued during the period of expulsion to the NCJJAEP. In cases of hardship, the assigned juvenile probation officer may recommend that a student city bus pass be authorized and paid from the JJAEP operating expenses account for any mandatory student.

## **IX. TIMELY NOTIFICATIONS REQUIRED**

The provisions of the Texas Family Code Section 52.041 (d) and (e) are included as cited:

(d) The office or official designated by the juvenile board shall within two working days notify the school district that expelled the child if:

- (1) a determination was made under Section 53.01 that the person referred to juvenile court was not a child within the meaning of this title;
- (2) a determination was made that no probable cause existed to believe the child engaged in delinquent conduct or conduct indicating a need for supervision;
- (3) no deferred prosecution or formal court proceedings have been or will be initiated involving the child;
- (4) the court or jury finds that the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case has been dismissed with prejudice; or
- (5) the child was adjudicated but no disposition was or will be ordered by the court.

(e) In any county where a juvenile justice alternative education program is operated, no student shall be expelled without written notification by the board of the school district or its designated agent to the juvenile board's designated representative. The notification shall be made not later than two business days following the board's determination that the student is to be expelled. Failure to timely notify the designated representative of the juvenile board shall result in the child's duty to continue attending the school district's educational program, which shall be provided to that child until such time as the notification to the juvenile board's designated representative is properly made.

## **X. END OF PLACEMENT**

Student placement at the NCJJAEP shall end upon expiration of the expulsion, upon agreement after review by the ISD, JJAEP Director, and JJAEP Coordinator that it is in the student's best interest to return to the home school, or when Juvenile Court jurisdiction ends whichever is earlier.

## **XI. PLACEMENT OF TITLE 5 FELONIES AND REGISTERED SEX OFFENDERS**

**A. PLACEMENT OF TITLE 5 FELONIES  
(EC 37.0081, Section 1)**

The Nueces County Juvenile Justice Alternative Education Program (NCJJAEP) will accept for discretionary expulsion any Title 5 felony committed on or after September 1, 2007 as long as the Independent School District (ISD) has an open chair. The student must be placed on deferred prosecution; adjudicated delinquent; referred to the Juvenile Court; placed on probation or deferred adjudication; arrested for or charged with; or convicted of a Title 5 felony; AND the student's presence in the regular classroom threatens the safety of other students; will be detrimental to the education process; or is not in the best interest of the district's students. The referral to the NCJJAEP must be accompanied by a law enforcement report.

**B. PLACEMENT OF REGISTERED SEX OFFENDERS  
(EC 37.0081, Subchapter I)**

The NCJJAEP will accept for discretionary expulsion any registered sex offender required to register on or after September 1, 2007 as long as the ISD has an open chair. The ISD must provide a copy of the notice under Article 15.27, Code of Criminal Procedure (CCP), or Chapter 62, CCP that a student is required to register as a sex offender under that chapter. This enrollment does not apply to a student who is no longer required to register as a sex offender under Chapter 62, CCP, including a student who receives an exemption from registration under Subchapter H, Chapter 62, CCP, or a student who receives an early termination of the obligation to register under Subchapter I, Chapter 62, CCP.

The student, who is under any form of court supervision, including probation, community supervision, or parole, must be placed at the NCJJAEP for a minimum of 90 successful days according to the NCJJAEP school calendar. If this student transfers to another ISD while attending the NCJJAEP, the new ISD may require the student to complete an additional 90 successful days according to the NCJJAEP school calendar without conducting a review of the student's placement for that semester under Section 37.306.

For a student who is not under any type of court supervision, the ISD must determine that the student's presence in the regular classroom threatens the safety of other students or teachers; will be detrimental to the learning process; or is not in the best interests of the district's students.

**C. REVIEW COMMITTEE FOR SEX OFFENDER PLACEMENT (EC 37.306)**

This student's placement must be reviewed by a Review Committee at the end of the first 90 successful days according to the NCJJAEP school calendar. The Review Committee shall be comprised of a classroom teacher from regular campus; the student's probation or parole officer (if no PO, the NCJJAEP Coordinator); an instructor from the NCJJAEP; a school board designee; and an ISD counselor.

The Review Committee by a majority vote will make a recommendation regarding this student's placement. If the Review Committee's recommendation is to return this student to the regular classroom, the ISD school board shall return the student to the regular classroom unless the board

determines that the student's presence in the regular classroom is a threat to the safety of other students or teachers; will be detrimental to the learning process of the students; or it is not in the best interest of the ISD's students.

If the Review Committee recommends that the student remain at the NCJJAEP, the ISD school board shall continue the student's placement in the NCJJAEP unless the board determines that the student's presence in the regular classroom does not threaten the safety of other students or teachers; will not be detrimental to the educational process; or it is not contrary to the best interest of the district's students.

If, after receiving a recommendation from the Review Committee, the board determines that the student shall remain at the NCJJAEP, the board shall convene the Review Committee to review the student's placement before the beginning of each school year.

#### **D. STUDENTS WITH DISABILITIES (EC 37.307)**

All expulsions will comply with the Individuals with Disabilities Education Act (IDEA). Placement review may only be done by a duly constituted admission, review, and dismissal committee (ARD).

#### **E. AGE REQUIREMENT**

Students expelled under the Title 5 felony Offenses or Registered Sex Offender category must be between the ages of twelve and seventeen. Any students being considered for expulsion eighteen years of age or older will be reviewed for admission on an individual basis, and will be admitted or denied at the sole discretion of the Nueces County Chief Juvenile Probation Officer or his designee.

#### **F. TERM OF PLACEMENT**

Placement for discretionary Title 5 felony offenses and Registered Sex Offenders must be for a minimum of 90 successful days. The maximum placement period shall be 180 successful days. Through mutual agreement with the Nueces County Juvenile Probation Department JJAEP Coordinator and the local ISD, a student may be expelled longer than a calendar year. This student will be reviewed by the NCJJAEP and the ISD at least every 120 days. If the Title 5 felony charge is reduced or dismissed, the student will be exited within 10 school days upon proof of reduction or dismissal.

#### **G. COST OF PLACEMENT (EC 37.0081(g))**

The ISD's shall reimburse the Nueces County Juvenile Probation Department for the actual cost incurred each day for the student while the student is enrolled in the NCJJAEP. The actual cost incurred each day of the program is determined by the Nueces County Juvenile Board, and is based on the Board's annual audit. The cost for placement of a discretionary student with a Title 5 felony offense or Registered Sex Offender category shall be \$114.96 per attendance day.

#### **XI. TERM OF AGREEMENT**

**This agreement supersedes all prior MOU agreements between these parties and shall be in effect**

from August 1, 2009 through, and including, July 31, 2010. This agreement shall renew automatically for one year on August 1, 2010, unless notice of a party's intent not to renew is sent to the other party prior to July 1<sup>st</sup> of that year. The parties agree to meet annually to discuss the progress of the Program and discuss this agreement to address additional needs.

Accepted and Agreed by \_\_\_\_\_ Independent School District:

\_\_\_\_\_  
President, Board of Trustees

Date: \_\_\_\_\_

\_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_

\_\_\_\_\_  
In-House Counsel (if applicable)

Date: \_\_\_\_\_

Approved by the Nueces County Juvenile Board:

\_\_\_\_\_  
Judge Terry Shamsie

Date: \_\_\_\_\_

BOARD OF EDUCATION  
CALALLEN INDEPENDENT SCHOOL DISTRICT  
CORPUS CHRISTI, TEXAS

Date : August 3, 2009

Subject: Consider approval of Band Instrument and Instrument storage purchases

New Business

**Action**

**BACKGROUND INFORMATION**

The recently passed Bond election included a provision for Band Hall improvements. The Band director has compiled a list of needed instruments and band storage equipment (see attached)

The companies are all listed with BuyBoard, a purchasing cooperative sponsored by TASB, the Texas Municipal League and the Texas Association of Counties. The District's intralocal agreement with BuyBoard satisfies the District's competitive procurement requirements.

**ITEM ADDRESSED**

Consider approval of purchases for Band Hall

**RECOMMENDED ACTION**

The Administration recommends the Board approve the purchases as listed. The \$180,127.00 cost will be paid for out of bond funds.

**South Texas Music Mart 5253 S. Staples Corpus Christi, Tx 78411**

<u>Instrument</u>	<u>Brand</u>	<u>Model</u>	<u>Bid Price</u>	<u>Quantity</u>	<u>Total</u>
Piccolo	Yamaha	YPC-82	\$2,485.00	1	\$2,485.00
Clarinet	Buffet	R13 Professional Prestige Clarinet	\$2,966.00	6	\$17,796.00
Bass Clarinet	Buffet	BC1193-2-0*	\$7,406.00	2	\$14,812.00
Tenor Saxophone	Cannon Ball	T5	\$1,773.00	2	\$3,546.00
Bari Saxophone	Cannon Ball	B5-B	\$3,366.00	1	\$3,366.00
Beg. Euphonium	Jupiter	468L	\$1,066.00	2	\$2,132.00
Euphonium	Yamaha	YEP-321, Silver	\$1,971.00	2	\$3,942.00
3/4 Tuba	Jupiter	387L	\$1,947.00	2	\$3,894.00
Marching F-Horn	Yamaha	YHR302MS	\$1,437.00	6	\$8,622.00
Marching Baritone	Yamaha	YBH301MS	\$1,652.00	3	\$4,956.00
Marching Euphonium	Yamaha	YEP202MS	\$1,844.00	3	\$5,532.00
Bells	Adams	3.3 Oct Glock Orchestra bells with Field Frame	\$3,949.00	1	\$3,949.00
Xylophone	Dynasty	P07-DXP35: Dynasty 3.5 Octave Synthetic Xylophone	\$2,489.00	1	\$2,489.00
Crotales	Sabian	Crotales High Octave	\$1,306.00	1	\$1,306.00
Crotales	Sabian	Crotales Low Octave	\$1,360.00	1	\$1,360.00
Crotales Case	Sabian	Crotale Case	\$298.00	2	\$596.00

<b>South Texas Music Mart Totals</b>	<b>36</b>	<b>\$80,783.00</b>
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**The Woodwind & Brasswind 4004 Technology Drive South Bend, IN 46628**

Bass Clarinet	Jupiter	673N	\$890.00	5	\$4,450.00
Eb Contra Alto	Leblanc	L7181 (Resin)	\$1,890.00	1	\$1,890.00
BBb Contra Bass	Leblanc	L7182 (Resin)	\$3,140.00	1	\$3,140.00
Eb Alto Clarinet	Leblanc	L7165 (Resin)	\$1,280.00	1	\$1,280.00
Bassoon	Fox	222	\$4,380.00	1	\$4,380.00
Bassoon	Renard	240	\$6,980.00	1	\$6,980.00
Double F-Horn	Yamaha	YHR-667V	\$5,401.00	4	\$21,604.00
Euphonium	Yamaha	YEP-842S	\$5,379.00	2	\$10,758.00
Tuba	Meinl Weston	Model 2011 HoJo FA Piston	\$4,950.00	5	\$24,750.00
Tuba Case	Tuba Case	1207V case w/ recessed wheels	\$340.00	5	\$1,700.00

<b>Woodwind Brasswind Totals</b>	<b>26</b>	<b>\$80,932.00</b>
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**Melhart Music Center 3325 North 10th Street McAllen, TX 78501**

Lockers	Melhart	8W-40	\$1,395.00	6	\$8,370.00
Chair Dolly's	Melhart	MCC	\$229.00	5	\$1,145.00
Stand Cart	Melhart	RMSC	\$229.00	2	\$458.00
Sousaphone Rack	Melhart	SR4	\$449.00	1	\$449.00
Music Storage	Melhart	BOLS4	\$3,995.00	2	\$7,990.00

<b>Melhart Totals</b>	<b>16</b>	<b>\$18,412.00</b>
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**Grand Total**

**\$180,127.00**

## **Closed Session Statement**

The Superintendent requests that the Board of Trustees convene in closed meeting as authorized by the provisions of the Open Meetings Act, Chapter 551 of the Texas Government Code. This executive session is in accord with Section 551.074: For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee and Section 551.071 and 551.0821, consultation with school attorney regarding possible approval of Agreement for Private School Services for students A.T. & E.T. By Next Friends L.T. & D.H.

BOARD OF EDUCATION  
CALALLEN INDEPENDENT SCHOOL DISTRICT  
CORPUS CHRISTI, TEXAS

Date : August 3, 2009

Subject: Consider and take possible action concerning approval of Agreement for Private  
School Services for students A.T. & E. T. by Next Friends L.T. & D.H.

New Business

**Action**

**BACKGROUND INFORMATION**

**ITEM ADDRESSED**

Consider and take possible action concerning approval of Agreement for Private School Services for students A.T. & E. T. by Next Friends L.T. & D.H.

**RECOMMENDED ACTION**

The Administration recommends the Board approve the Agreement for Private School Services for students A.T. & E. T. by Next Friends L.T. & D.H.

## AGREEMENT

THIS AGREEMENT is made and entered into as of the date set forth as the "Effective Date" below by and among LLOYD TALIAFERRO and DEBORAH HALL, Individually and as Next Friends of ALEX T. and ERIK T., Individually and by next friends LLOYD TALIAFERRO and DEBORAH HALL (collectively referred to as "Parents" herein), and the CALALLEN INDEPENDENT SCHOOL DISTRICT ("the District" or "Calallen ISD" herein), in settlement and discharge of any and all claims by Parents arising in connection with the duties of the District during the 2009-2010 school year to provide ALEX T. or ERIK T. a free, appropriate public education ("FAPE") pursuant to the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C.A 1400 *et seq.*

### RECITALS

ALEX T. and ERIK T. are children with disabilities under the IDEA.

Bona fide disputes and controversies exist between the parties as to the appropriateness and sufficiency of educational services offered to ALEX T. and ERIK T. pursuant to the IDEA.

The parties hereto desire to resolve and settle any and all disputes and controversies which exist or may exist between them as set forth herein.

NOW THEREFORE, for and in consideration of the promises and covenants set forth herein, and the mutual benefits to be gained by the performance thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. EDUCATIONAL SERVICES.

A. **Reimbursement for Unilateral Private School Placement.** The Parents agree that they have voluntarily and unilaterally undertaken private home school services for ALEX T. and ERIK T., and have demanded reimbursement from the District, in resolution of any dispute concerning the sufficiency of services provided or offered to ALEX T. and ERIK T. The Parents agree that they have unilaterally enrolled ALEX T. and ERIK T. in a private home school program, and accordingly ALEX T. and ERIK T. have no right to FAPE from Calallen ISD, unless or until such time as ALEX T. or ERIK T. re-enrolls in Calallen ISD. The District agrees to reimburse the Parents for private school services at the rate of \$1,750.00 monthly per child, in the total lump sum amount of \$3,500.00 per month for the private education of ALEX T., and ERIK T., for so long as the Parents continue to privately provide such educational services, through August 1, 2010 (a 12-month period). This amount expressly includes any and all proportionate share amounts to which the Parents, ALEX T. or ERIK T. may be entitled under 34 C.F.R. § 300.133. For the duration of this Agreement, the following provisions shall govern the respective duties of the parties:

- (1) The Parents shall unilaterally select and arrange the home school/private school program and instructor[s]. The Parents forever waive, release, and hold harmless the District from any claims, liability or responsibility of any nature whatever relating to the selection, qualifications, or background of the home school instructor or to the children's progress or lack of progress under the instructional program selected and initiated by the Parents.
- (2) Reimbursement for such private services shall be made to the Parents as twelve monthly payments of \$3,500.00 (\$1,750.00 per student) paid to the Parents by the 15<sup>th</sup> day of each month, beginning on the 15<sup>th</sup> of August, 2009.

- (3) If, prior to August 1, 2010, ALEX T. or ERIK T. ceases to participate in the home school/private school program, or seek public school enrollment, the Parents shall notify the District promptly in writing. Nothing in this Agreement precludes ALEX T. or ERIC T. from enrolling in public school, contingent upon satisfaction of applicable admission and enrollment criteria specified in State law and District Board Policy. The award of transfer credits to either student will be subject to the District's Board Policy concerning the award of transfer credit. Receipt of the written notice identified herein and/or enrollment in a public school district shall operate immediately to terminate this Agreement as to the child enrolled in public school, and the District's payments under this Agreement shall be reduced proportionately according to the number of children returning to public school services.
  - (4) Upon ALEX T. and/ or ERIK T.'s enrollment in Calallen ISD under the Terms of Chapter 25 of the Texas Education Code, the District may take any action required pursuant to IDEA concerning children who transfer school districts within the same state, as described in 20 U.S.C. § 1414(d)(2)(C)(i)(1).
  - (5) If ALEX T. or ERIK T. should cease to permanently reside with the Calallen ISD boundaries, the Parent shall notify the District of that fact promptly in writing, and the District's obligations under this Agreement shall cease.
  - (6) The Parents agree that the acceptance of monthly reimbursement checks for home school/private school services shall constitute a representation to the District that the ALEX T. and ERIK T. are enrolled fulltime in a home school or private school instructional program as parentally placed private school students, under 20 U.S.C. § 1412(a)(10)(A) and have no right to receive FAPE from Calallen ISD.
  - (7) The Parties agree that the District has offered to evaluate ALEX T. and ERIK T., pursuant to Calallen ISD's Child Find obligations set out in 20 U.S.C. § 1412(a)(10)(A)(ii). At this time the parents have not provided consent to this evaluation, but recognize and acknowledge that Calallen ISD is ready, willing and able to conduct a full and individual evaluation of ALEX T. or ERIK T. upon the Parent's consent to the same.
  - (8) The Parents agree that upon re-enrollment of ALEX T. or ERIK T. in the District that they will cooperate and provide access to the children upon a request by the District to conduct evaluations.
- B. **Duty of District.** The Parents and the District agree that the development and execution of this Agreement satisfies any and all of the District's obligations to ALEX T. or ERIK T. under IDEA, 20 U.S.C. § 1400, et seq., including, but not limited to, the duties identified in 20 U.S.C. § 1412(a)(10) and 34 C.F.R. §§ 300.132-300.144. It is the express intention and agreement of the parties that absent enrollment in Calallen ISD, the District's sole responsibility to ALEX T. and/or ERIK T. for the 2009-2010 Agreement term shall be to pay the monthly lump-sum of \$3,500.00 to DEBORAH HALL. The District shall have no obligation, substantive or procedural, to the children under IDEA, any other law or regulation, or any prior agreement, except as specifically enumerated in this Agreement.

D. **School Board Approval Required.** This Agreement is null, void and without effect unless and until approved by the Board of Trustees of the Calallen Independent School District. **THE PARTIES EXPRESSLY AGREE THAT THE APPROVAL OF THIS AGREEMENT BY THE CALALLEN ISD BOARD OF TRUSTEES IS IN FACT A CONDITION PRECEDENT TO ALL OBLIGATIONS SET FORTH IN THIS AGREEMENT.**

2. **RELEASE.** Parents, jointly and severally, and on behalf of her successors, heirs, representatives and assigns, and all other persons, whether specifically named herein or not, claiming, in whole or in part, by, through or under Parent ("Parent's Affiliates") does hereby fully and forever **RELEASE, ACQUIT AND DISCHARGE** the DISTRICT, and all of its past, present and future trustees, officers, directors, employees and representatives, and any and all other persons, corporations and entities which might be in privity with any of them, whether specifically named herein or not, in their official and individual capacities ("DISTRICT'S Affiliates"), of and from any and all claims, complaints, suits, causes of action or demands whatsoever, known or unknown, at common law, statutory or otherwise relating to or arising in connection with the provision of educational services by the DISTRICT and/or the DISTRICT'S Affiliates for or to PETITIONER **DURING THE EFFECTIVE PERIOD OF THIS AGREEMENT.** This Release specifically includes, without limitation, any and all claims or causes of action arising under IDEA, Section 89.220 of Chapter 19 of the Texas Administrative Code, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C §794, the Americans with Disabilities Act, 42 U.S.C. §12.31, and the Federal Educational Rights and Privacy Act, 20 U.S.C. §1232g(b)(6).
3. **INDEMNIFICATION.** Parents, jointly and severally, agree to indemnify, defend and hold harmless the DISTRICT and the DISTRICT'S Affiliates from and against any and all claims, demands, causes or action, proceedings, liabilities, damages, deficiencies, penalties, losses, costs or expenses, including reasonable attorneys' fees and expenses, resulting from, attributable to, based on or arising in connection with any of the matters released in Section 2 hereof or from any lawsuit alleging that this Agreement is not in ALEX T.'s or ERIK T.'s interest or that Deborah Hall or Lloyd Taliaferro lack the legal authority to settle disputed claims on behalf of ALEX T. or ERIK T.
4. **NO CONFLICT OF INTEREST:** LLOYD TALIAFERRO AND DEBORAH HALL, INDIVIDUALLY AND AS NEXT FRIENDS OF ALEX T. AND ERIK T. INDIVIDUALLY, AND ALEX T. AND ERIK T. INDIVIDUALLY, BY NEXT FRIENDS LLOYD TALIAFERRO AND DEBORAH HALL, expressly warrant and represent that there is no conflict of interest between them, and that this agreement is in the best interests of ALEX T. and ERIK T. INDIVIDUALLY. LLOYD TALIAFERRO AND DEBORAH HALL, INDIVIDUALLY AND AS NEXT FRIENDS OF ALEX T. AND ERIK T. INDIVIDUALLY, AND ALEX T. AND ERIK T. INDIVIDUALLY, BY NEXT FRIENDS LLOYD TALIAFERRO AND DEBORAH HALL, are aware and acknowledge that CALALLEN ISD is relying upon this warranty and representation in entering into the Agreement and Release.
5. **NO ADMISSION OF LIABILITY.** It is expressly understood and agreed that the terms of this Agreement are contractual and are not merely recitals and that the agreements herein contained and the consideration transferred are to compromise doubtful and disputed claims. The DISTRICT, on behalf of itself and the DISTRICT'S Affiliates, in both individual and the official capacities, denies liability, and has not admitted and does not admit liability for any incidents, events, actions or omissions referred or alluded to herein. Nothing in this Agreement shall be construed as an admission of liability, all such liability being expressly denied.

6. GENERAL.

6.01 This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter hereof which are not fully expressed herein. This Agreement may not be modified or amended except by written agreement executed by the parties hereto.

6.02 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

6.03 EACH PARTY REPRESENTS AND WARRANTS THAT (i) IT HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS IT; (ii) IT HAS CONSULTED WITH ITS ATTORNEYS REGARDING THE MEANING AND EFFECT OF THIS AGREEMENT; (iii) IN ENTERING INTO THIS AGREEMENT IT IS RELYING ON ITS OWN KNOWLEDGE AND THE ADVICE OF ITS COUNSEL; AND (iv) IT HAS EXECUTED THIS AGREEMENT AS ITS FREE ACT AND DEED.

6.04 The provisions of this Agreement are severable and the invalidity or unenforceability of any provisions hereof shall not affect the validity or enforceability of any other provision. It is the intention of the parties that each provision hereof be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

6.05 The parties hereto further agree that the terms of this Agreement shall be treated as a confidential business matter, and will not be discussed with or disclosed to third parties except as such disclosures or discussions may be required by law or by any governmental, administrative or judicial authority.

6.06 This Agreement may be executed in multiple counterparts, each of which is fully effective as an original, but all of which together constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, which is effective upon the Authorization of the Calallen ISD Board of Trustees, on the \_\_\_\_\_ Day of August 2009 ("effective date").

PARENT:

DISTRICT:

CALALLEN INDEPENDENT SCHOOL  
DISTRICT

\_\_\_\_\_  
DEBORAH HALL, Individually,  
and as Next Friend of ALEX T. and ERIK T.

\_\_\_\_\_  
ARTURO ALMENDAREZ, Ph.D.  
Calallen ISD, Superintendent of Schools

\_\_\_\_\_  
LLOYD TALLIAFERRO, individually  
And as Next Friend of ALEX T. and ERIK T,

BOARD OF EDUCATION  
CALALLEN INDEPENDENT SCHOOL DISTRICT  
CORPUS CHRISTI, TEXAS

Date: August 3, 2009

Subject: Consider approval of resignations and new hires

New Business

**Action**

**BACKGROUND INFORMATION**

Calallen I.S.D. administration prepares of list of resignations and new hires since the previous Board meeting.

**ITEM ADDRESSED**

As per Personnel Lists presented to the Board.

**RECOMMENDED ACTION**

Administration recommends the Board approve resignations and appointments as presented.