



**Calallen ISD**

**Special Meeting**

**Monday, August 30, 2010 6:30 PM**

# 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 30, 2010, beginning at 6:30 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 listed below. Items do not have to be taken in the same order as 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. Consider approval of final budget amendment for 2009-2010 fiscal year 4  
Presenter: Mrs. George
  - B. Consider approval of employee pay raises for 2010-2011 school year 5  
Presenter: Mrs. George
  - C. Consider approval to adopt Calallen ISD budget for 2010-2011 school year 6  
Presenter: Mrs. George
  - D. Consider approval of TPUCP Interlocal agreement for unemployment compensation program 7  
Presenter: Mr. Monroe
  - E. Consider approval of MOU with Communities in Schools for Drop Out Recovery Grant 13  
Presenter: Dr. Danaher
  - F. Closed Session 17  
Presenter: Dr. Almendarez
  - G. Personnel - Consider approval of Resignations and Appointments 18  
Presenter: Mr. Romero
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 30, 2010

Subject: Consider approval of final budget amendment for 2009-2010 fiscal year

New Business

**Action**

**BACKGROUND INFORMATION**

In order to be in compliance with Texas Education Agency audit requirements and state law, the district must periodically review expenditures on the basis of designated functions.

**ITEM ADDRESSED**

Consider approval of final budget amendment for the 2009-2010 fiscal year.

**RECOMMENDED ACTION**

The administration will present its recommendation at the meeting.

BOARD OF EDUCATION  
CALALLEN INDEPENDENT SCHOOL DISTRICT  
CORPUS CHRISTI, TEXAS

Date : August 30, 2010

Subject: Consider approval of employee pay raises for 2010-2011 school year

New Business

**Action**

**BACKGROUND INFORMATION**

For 2009-2010, the district approved a required increase in teachers', counselors', librarians', district nurse's and speech pathologists' salaries of \$900 plus their required incremental steps tied to the state's teacher pay steps which averaged between \$600 and \$1,200 per year in addition to the \$900. The district provided other employees with an annual increase of \$250 over their 2008-2009 salaries.

For 2010-2011, the state requires that teachers, nurses, counselors, librarians and speech pathologists receive their required step increase over what they were paid in 2009-2010. The Attorney General has ruled that we must give the steps in 2010-2011, but we do not have to add another \$900 on top of the \$900 we gave last year.

**ITEM ADDRESSED**

Consider approval of employee pay raises for the 2010-2011 school year.

**RECOMMENDED ACTION**

The administration will make its recommendation at the meeting.

BOARD OF EDUCATION  
CALALLEN INDEPENDENT SCHOOL DISTRICT  
CORPUS CHRISTI, TEXAS

Date : August 30, 2010

Subject: Consider approval to adopt Calallen ISD Budget for 2010-2011 fiscal year

New Business

**Action**

**BACKGROUND INFORMATION**

The Board is required to adopt an expenditure budget for General Operations, Food Service and Debt Service funds.

**ITEM ADDRESSED**

Consider approval to adopt Calallen ISD Budget for 2010-2011 fiscal year.

**RECOMMENDED ACTION**

The administration will make its recommendation at the meeting.

BOARD OF EDUCATION  
CALALLEN INDEPENDENT SCHOOL DISTRICT  
CORPUS CHRISTI, TEXAS

Date : August 30, 2010

Subject: Consider approval for TPUCP Interlocal agreement for Unemployment Compensation program

New Business

Action

BACKGROUND INFORMATION

Calallen ISD has used the TASB Risk Management Fund to administer our unemployment compensation program since at least the year 2000.

**The renewal this year jumped from \$27,910.12 to \$36,515.24, a 31% increase.**

The District asked for a comparison quote from Jerry Bravenec, our current property insurance agent, and he responded with a **TPUCP quote of \$28,842.00 (see attached)**

The Public Unemployment Compensation Program (TPUCP) was created in 1996 to provide unemployment compensation services for educational entities.

Edwards Risk Management, Inc, who administers our property insurance claims, will administer the TPUCP program.

**An interlocal agreement is required to put this coverage into effect. (see attached)**

ITEM ADDRESSED

Consider approving the interlocal agreement with TPUCP for unemployment compensation coverage for the period October 1, 2010 through September 30, 2011, at a cost of \$28,842.00

RECOMMENDED ACTION

The Administration recommends the Board approve the interlocal agreement with TPUCP. This program will be will be paid for with General Budget funds.

Texas Public Unemployment Compensation Program  
2010/2011 Estimated Contribution Proposal

Calallen ISD

10/1/2010-9/30/2011 TPUCP	
	<u>Estimate</u>
(1) Number of Employees	
(2) Gross Wages	\$20,794,558
(3) Rate Multiplier	<b>0.001387</b>
<b>(4) Estimated Annual Contribution</b> (Line 2 x 3)	<b><u>\$28,842</u></b> <i>Contribution Due</i>

I, \_\_\_\_\_ here by accept the terms of this proposal and are authorized to bind coverage on behalf of \_\_\_\_\_ ISD.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
District Coordinator

# Texas Public Unemployment Compensation Program

## Interlocal Agreement

This Contract and Interlocal Participation Agreement (hereinafter "Agreement") is entered into by and between the Texas Public Unemployment Compensation Program (hereinafter referred to as "Program") and the undersigned local government of the State of Texas (hereinafter "Program Member").

### WITNESSETH

WHEREAS, Program members are authorized by the Interlocal Cooperation Act (Chapter 791, Title 7, Texas Government Code) (hereinafter "the Interlocal Act") to enter into cooperative agreements among themselves for the purpose of jointly acting to fulfill and accomplish "governmental functions and services," as defined by the Interlocal Act, including without limitation, the provision of unemployment compensation benefits to their eligible employees; and

WHEREAS, each Program Member is authorized by the Texas Unemployment Compensation Act, Title 4, Subtitle A, Texas Labor Code, (hereinafter "the Act") to adopt a plan of reimbursement to provide statutory unemployment compensation benefits; and

WHEREAS, the provision of unemployment compensation benefits to their eligible former employees is an essential and important public, administrative, and governmental function of each Program Member; and

WHEREAS, such efforts by Program Members are regulated by the Act in accordance with Texas Revised Civil Statutes Annotated article 715c (Vernon 1993); and

WHEREAS, this Agreement is entered into pursuant to the Interlocal Act for the purposes of permitting a Program Member to meet its statutory obligations to provide unemployment compensation benefits to its eligible former employees in an efficient and effective manner by acting cooperatively with other Program Members;

NOW, THEREFORE, the conditions of participation in the Program agreed upon by and between the parties are as follows:

1. Term. The duration of the Interlocal Agreement shall continue in existence for a period of 30 years expiring on August 31, 2026. The Program Member or the Program may terminate this Agreement upon 30 days written notice.
2. Contributions. The Program Member agrees to pay contributions based on a rating system approved by the Board of Directors of the Program (hereinafter "the Board"). The Program reserves the right to collect all contributions that are due the Program and to require a supplemental contribution from each Program Member in any Program year for which the initial contributions are inadequate to pay operating costs and claim reimbursements required of the Program during that year. Contributions are payable by September 15th of each year. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Chapter 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late charges are paid in full.

3. Non-Payment. In the event that the Program Member fails or refuses to make the payment of contribution as herein provided, the Program reserves the right to terminate the Program Member's participation the first day of the quarter in which the Program Member fails to make a contribution payment within the time provided for payment thereof. Any Program Member that is terminated hereunder shall not be entitled to any unpaid excess contribution refunds even if such refund has previously been declared by the Board.
4. Interlocal Nature. By entering into this Agreement, each of the participating Program Members agrees to pay into the Program proportionate parts due hereunder and for the Program, in accordance with the provisions hereof, to make the payments due to the Texas Workforce Commission (hereinafter "TWC") under the Act for the participating Program Member. It is recognized that this Agreement is between concurring political subdivisions, as authorized by the Interlocal Act to provide for their former employees the unemployment compensation benefits required by the Act.
5. Quarterly Payments. The Program agrees to assume responsibility for the quarterly claims payments to TWC for the quarter in which the Program Member commences participation in this Agreement and thereafter. Upon termination of this Agreement, the Program Member agrees to assume responsibility for the quarterly claim payments due to TWC for the quarter in which termination commences and thereafter.
6. Coordinator. The Program Member agrees to appoint an Unemployment Compensation Coordinator of department head rank or above and that the Program shall not be required to contact any other individual except this person. The Unemployment Compensation Coordinator shall be the responsible contact person for all Program business including, but not limited to quarterly wage reporting, claims administration, manual updates and billings. Any notice to or any agreements with the Unemployment Compensation Coordinator shall be binding upon the Program Member. The Program Member reserves the right to change the Unemployment Compensation Coordinator from time to time by giving written notice to the Program.
7. Power of Attorney. The Program Member agrees to execute a Power of Attorney to the Program permitting the Program to represent the Program Member in its relations with the Texas Workforce Commission.
8. Member Responsibilities. The Program Member agrees to comply with the provisions of the Act, its rules and procedures. The Program Member agrees to respond timely to TWC requirements. The Program Member agrees to submit all wage reports directly to the Program according to TWC requirements and timelines. The Program Member agrees to report total gross wages to the Program and to comply with all wage reporting instructions established by the Program. The Program member agrees to complete and submit necessary wage report corrections to the Program for submission to TWC.
9. Representation. The Program agrees to represent the Program Member at all levels of the TWC, assist in preparation of required TWC reports and represent the Program Member at TWC hearings when feasible, at the Program Member's request. The Program shall supply the Program Member with a quarterly claims summary.
10. Investment. The Program shall invest, in accordance with Board approved guidelines, any and all funds that are on deposit with the Program, and the investment earnings from these particular funds shall be used for the benefit of all Program Members until such time as the Board deems that it is financially prudent to declare excess contribution refunds.
11. Audit. The Program agrees that all Program transactions will be audited annually by a certified public accounting firm.

12. Reporting Changes. The Program Member agrees to notify the Program before making a change from manual wage reporting to magnetic tape wage reporting or vice versa. When reporting wages on magnetic tape, the Program Member agrees to submit the tape to the Program according to specifications established by the Program.
13. Cost Control. The Program Member agrees that it will cooperate in instituting any and all reasonable cost control recommendations for the purpose of eliminating or minimizing conditions that would contribute to unemployment compensation losses, including, but not limited to, the issuance of notices of reasonable assurance. In the event that the recommendations submitted by the Program seem unreasonable, the Program Member has a right to appeal to the Board, and the decision of the Board shall then be final.
14. Member Reporting. The Program Member agrees to provide all necessary information, including claims information, to the Program or its designee as may be needed or required for the administration of the Program.
15. Bylaws. The Program Member agrees to abide by the Bylaws of the Program and any and all reasonable policies and procedures established by the Program, as may be amended during the term of this Agreement.
16. Political Subdivision. The Program Member is a political subdivision of the State of Texas and shall be bound by the provisions of the Interlocal Act as such act may be amended during the term of this Agreement.
17. Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.
18. Board Appeal. The Program Member shall have the right to appeal any decision or recommendation to the Board, whose determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.
19. Self-Insurance. Any reference at any time in this Agreement to an insurance term not ordinarily part of self-insurance terminology shall be deemed to apply to self-insurance and is not to be construed as being contrary to the self-insurance concept.
20. Current Revenue. The Program Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Program Member.
21. Defense and Prosecution of Claims. The Program Member authorizes the Board to regulate the commencement, defense, or other appearance of the Program and/or any past or current Program Member in any litigation, claim or dispute, and to engage counsel and appropriate experts for the Program, and for and on behalf of all Program Member(s), in respect of such litigation.
22. Notices. Time shall be of the essence in the performance of any duties, payment of any monies, or delivery of any written notice to the Program which shall be made by first class mail, postage prepaid, and delivered to the Texas Public Unemployment Compensation Program, 1205 Lakeshore Drive, Marble Falls, Texas 78654.
23. Merger. This Agreement, together with the Bylaws of the Program, represents the complete understanding of the Program, participating Program Members, and the Program Member identified below.

IN WITNESS WHEREOF, the undersigned, shall become Program Members to the Interlocal Agreement.

\_\_\_\_\_

By: \_\_\_\_\_

Its Duly Authorized: \_\_\_\_\_

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

**Texas Public Unemployment Compensation Program**

By: \_\_\_\_\_

Chairman  
Texas Public Unemployment Compensation Program

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

BOARD OF EDUCATION  
CALALLEN INDEPENDENT SCHOOL DISTRICT  
CORPUS CHRISTI, TEXAS

Date : August 30, 2010

Subject: Consider approval for MOU with Communities in Schools for Drop Out  
Recovery Grant

New Business

Action

BACKGROUND INFORMATION

Calallen will be the fiscal agent for Calallen ISD, Odem-Edroy ISD and Taft ISD, with regard to a drop out recovery grant. Communities in Schools will provide a case worker and mentor for the program.

ITEM ADDRESSED

Consider approving the MOU with Communities in Schools.

RECOMMENDED ACTION

The Administration recommends the Board approve the MOU with Communities in Schools.

# CALLEN INDEPENDENT SCHOOL DISTRICT

## INTERLOCAL AGREEMENT BETWEEN THE CALLEN INDEPENDENT SCHOOL DISTRICT AND COMMUNITIES IN SCHOOLS, CORPUS CHRISTI, INC.

### COMMUNITIES IN SCHOOLS, CORPUS CHRISTI, INC.

THIS INTERLOCAL AGREEMENT hereinafter referred to as "the Agreement". is made by and between the Calallen Independent School District (hereinafter referred to by name or as "C.I.S.D."), and Communities In Schools, Corpus Christi, Inc., pursuant to Chapter 791 of the Texas Government Code.

**WHEREAS**, Communities In Schools, Corpus Christi, Inc. (hereinafter referred to by name or as "C.I.S.") is a non-profit organization administered by the Texas Education Agency; and

**WHEREAS**, the Calallen Independent School District, Odem-Edroy ISD and Taft ISD desire to engage Communities In Schools, Corpus Christi, Inc. to provide support for CISD as fiscal agent for the State of Texas Grant : Drop out recovery (# 1010454771 10002), date 06/01/2010 to 08/31/2011, or a period of 15 months. and

**WHEREAS**, Communities In Schools, Corpus Christi, Inc. desires to perform said services;

**NOW THEREFORE**, the parties enter into the following agreement:

#### **ARTICLE 1. – CONTRACT TERM**

This agreement for services is entered into effective the 1<sup>st</sup> day of June, 2010, and shall continue through August 31, 2011.

#### **ARTICLE 2. – SCOPE OF SERVICES**

C.I.S. will provide to C.I.S.D. during the term hereof the following projects and services:

- 1) One full time case manager to oversee the grant on behalf of the three districts. The current CIS employee is Fernando Araujo. The case manager is to receive his regular salary plus additional stipend. Prevention services to address drug and alcohol education, presentations and tobacco information for students and parents.
- 2) One mentor to the case manager. The current CIS employee is Rosario Voorhees. Amount to be paid for the 15 months is \$10,000.00
- 3) Cell phones for the case manager and the mentor for the 15 months. For each month that Calallen ISD provides cell phones to the manager and/or mentor, the district will deduct the cost of the cell phones from the monthly \$2,900.00

### **ARTICLE 3. – COMPENSATION AND METHOD OF PAYMENT**

For and in the consideration of the services to be performed by C.I.S. pursuant to this Agreement, C.I.S.D. shall pay to C.I.S. \$43,500, as follows; \$2,900.00 per month for 15 months. C.I.S.D. will pay this amount as fiscal agent on behalf of Calallen ISD, Odem-Edroy ISD and Taft ISD.

### **ARTICLE 4. - TERMINATION**

This Agreement may be terminated by any of the following occurrences:

- A. By mutual agreement and consent in writing by both parties;
- B. By either party upon thirty (30) days written notice to the other party;
- C. By either party upon the failure of the other party to fulfill its obligations as set forth in this Agreement.

### **ARTICLE 5. – AMENDMENTS**

Any and all changes to this Agreement may be enacted by written amendment or addendum properly executed by the appropriate representatives of each party.

### **ARTICLE 6. – NOTICES**

All notices from either party to the other required under this Agreement shall be personally delivered or mailed to such party at the following address:

For C.I.S.                      Gloria Taylor, Interim Director  
650 Osage Street  
Corpus Christi, TX 78405  
Telephone: (361) 696-4030  
Mobile :   (361) 438-5971

For C.I.S.D.                 Dr. Arturo Almendarez, Superintendent  
4205 Wildcat Drive  
Corpus Christi, TX. 78410  
Telephone: (361) 242-5600

### **ARTICLE 7. – APPROPRIATION OF FUNDS**

C.I.S. and C.I.S.D. agree that the performance of each is subject to the ability of the parties to provide or pay for the services required under this Agreement. C.I.S. and C.I.S.D. acknowledges that this Agreement between them is entered into in accordance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code. In accordance with said Act, the parties hereto acknowledge that any payments made pursuant to the terms of this Agreement shall be made from current revenues available to the paying party, and any future payments are subject to appropriations.

**WHEREAS**, Communities In Schools, Corpus Christi, Inc. and the Calallen Independent School District agree to the terms as set forth above, this Agreement shall be effective upon full execution of the Agreement by the proper authorities of each entity, after approval by the governing bodies of such entities.

**AGREED TO BY:**

**COMMUNITIES IN SCHOOLS,  
CORPUS CHRISTI, INC.**

**CALALLEN I.S.D.**

By: \_\_\_\_\_

Ms. Gloria Taylor  
Interim Director

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

By: \_\_\_\_\_

Dr. Arturo Almendarez  
Superintendent

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

## **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 accordance 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.

BOARD OF EDUCATION  
CALALLEN INDEPENDENT SCHOOL DISTRICT  
CORPUS CHRISTI, TEXAS

Date: August 30, 2010

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.