



# GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**DATE, TIME, LOCATION: MONDAY, AUGUST 9, 2010, 6:30 PM**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES**  
**ADMINISTRATION BUILDING BOARD ROOM**  
**4544 INTERSTATE 10, BAYTOWN, TEXAS**

## **AGENDA**

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## 6. ADJOURNMENT

**If, during the course of the meeting, any discussion of any item on the Agenda should be held in Closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapter D and E.**

*If you require special assistance or the provision of an auxiliary aid or device during this event, please contact Noemi Garcia in the Superintendent's Office at 281.420.4816 at least 48 hours prior to the event.*

## **CITIZENS' PARTICIPATION**

Citizens who have registered with the recording secretary may address the Board on matters other than the character of any student, staff, or Board member. The item addressed by the speaker may not have been posted in accordance with the Texas Open Meetings Law. Board members may only listen to the individual's statement and may not discuss the item with the patron or take action on any matter not on the agenda. Each individual heard shall be allotted no more than five minutes for the presentations; however, if more than six citizens register to address the Board, more time may be given by a majority vote of the Board.

Meeting of the Board of Trustees  
**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**  
Baytown, Texas

July 26, 2010

**REGULAR MEETING**

The Board of Trustees and the Administrative Staff of the Goose Creek Consolidated Independent School District met in a Regular Board Meeting on Monday, July 26, 2010, in the Board Room of the Administration Building, 4544 Interstate 10, 6:30 p.m., with the following Board members present:

**PRESENT:** Ms. Wilyne Laughlin, Vice President; Ms. Jenice Coffey, Secretary; Mr. Howard Sampson, Assistant Secretary; Robert Hoskins, Mr. Carl Burg; and Mr. Agustin Loreda

**ABSENT:** Mr. Ken Martin, President

**OPENING EXERCISE**

Board Assistant Secretary Howard Sampson asked for a Moment of Silence and gave the prayer. The pledges of allegiance to the United States and Texas flags were led by Mr. Robert Hoskins.

**RECOGNITIONS AND ACKNOWLEDGEMENTS**

Community Resource Credit Union and the Texas Credit Union League recognized the late Peter E. Hyland with a plaque and a resolution to be displayed on the Peter E. Hyland Center campus.

**CITIZENS PARTICIPATION**

No one registered to address the Board of Trustees.

**ITEMS OF DISCUSSION/ACTION**

**8169. CONSIDERATION OF NAMING GOOSE CREEK CISD EARLY COLLEGE HIGH SCHOOL AND APPROVING SCHOOL COLORS AND MASCOT**

Mr. Hoskins moved and Ms. Coffey seconded the motion **THAT THE BOARD APPROVE THE NAMING OF THE GOOSE CREEK EARLY COLLEGE HIGH SCHOOL TO IMPACT EARLY COLLEGE HIGH SCHOOL AT LEE COLLEGE.**

Mr. Hoskins moved and Ms. Coffey seconded the motion **THAT THE BOARD AMEND THE MOTION NAMING IMPACT EARLY COLLEGE HIGH SCHOOL AT LEE COLLEGE TO INCLUDE THE MASCOT TO BE THE SPARTANS AND THE COLORS TO BE PURPLE AND SILVER.** The motion passed with Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loreda voting for the motion.

Mr. Hoskins moved and Ms. Coffey seconded the motion **THAT THE BOARD APPROVE THE ORIGINAL MOTION TO ONLY THE NAMING OF THE EARLY COLLEGE HIGH SCHOOL TO IMPACT EARLY COLLEGE HIGH SCHOOL AT LEE COLLEGE AND NOT TAKE INTO ACCOUNT THE MASCOT AND COLORS.** The motion passed with Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredo voting for the motion.

**8170. CONSIDERATION OF SUPERINTENDENT’S REPORTS**

- 1. Auxiliary Incentive Plan**
- 2. Completion Rate Plan**
- 3. Monthly Construction Report**

**Auxiliary Incentive Plan**

Assistant Superintendent of Administrative Services Dr. Byron Terrier, Executive Director of Support Services & Special Projects Pete Cote, Executive Director of Facilities Management David Fluker, Director of Maintenance Ron Loveless, Director of Operations, Grounds, and Risk Management Mike Manley, Director of Food Service Rick Nunez, Director of Transportation Rick Walterscheid, and Chief of Security Lupe Garza presented a proposed incentive program for auxiliary service departments that is inclusive of the following elements:

**Award Program**

1. **Monthly Award for Outstanding Performance** – Award may be on an individual or group/team basis, for example “Clean School of the Month” or “Shining Star Program” for meritorious performance. The incentive awarded will be a gift card not to exceed \$25.00.
2. **Quarterly Attendance Awards** – All full-time employees may be eligible for this award if they have perfect attendance and no tardy days for the quarter. The incentive awarded will be a gift card not to exceed \$25.00 or twenty points for Transportation Department drivers to use for bidding on field trips.
3. **Annual Awards Banquet** – All employees will be invited to an annual awards banquet to reward them for excellent performance. The banquet itself shall not exceed \$9.00/employee served.
4. **Annual Employee Awards** – These awards will honor specific employees for outstanding performance for the year. Departments shall determine how employees are selected (nomination by campus, etc.). Departments will be limited to no more than five categories (individuals). The annual employee award could be a plaque, gift card, or merchandise not to exceed a total of \$100/award.
5. **Safe Actions Program** – A program to promote safety in the job place. Employees noted by their supervisor(s) for “safe actions” will be eligible for a monthly drawing for a \$25.00 gift card.

All departments are required to implement at least four of the five award programs identified; and they will be required to stay within the gift award range established in the program.

#### Budgeting

1. Each department will be required to budget, in separate awards account (6498), for their annual incentive needs. They will budget as follows:
  - Monthly Awards will be budgeted based upon an estimate of individual or group/team awards per month. (\$25/person or \$25/person on team x 12 = total).
  - Quarterly Attendance Awards will be budgeted upon the historical information of perfect attendance in that department: (\$25/person or 20 points/transportation driver x 3 quarters = total).
  - Annual Awards Banquet will be budgeted at \$9.00/employee.
  - Annual Employee Awards will be budgeted by the number of awards given (not to exceed five) at \$100/each.
  - Safe Action Program will have an annual budget of \$300.00 (\$25 gift card x 12).
2. Departments cannot use donations to supplement the incentive program and their awards budget.

#### Implementation Plan

1. Each department shall identify the incentive awards to be given (at least four out of the five). Each category should be given a distinctive name, such as: "Shining Star Program" or "Clean School of the Month".
2. Nomination and selection criteria shall be determined and this information communicated to the auxiliary staff members.
3. Supervisors should actively encourage staff to make efforts to be nominated and/or selected for awards.
4. Award programs should be executed for the 2010-2011 school year.

#### Tracking System

1. Each Department Head will be required to provide the appropriate Executive Director a monthly report on award winners.
2. Quarterly drawings will be announced at department meetings and winners given their awards. Executive Director(s) will be notified of awardees.
3. Annual Awards Banquet and award ceremonies will be documented in a separate report to Executive Directors.
4. Executive Director will check to ensure equal access for all employees is provided by these programs.

### **Completion Rate Plan**

Assistant Superintendent of Assessment and Accountability Rick Kirk, Executive Director of School Administration Suzanne Heinrich, and Director of Assessment & Accountability David Yannotta reviewed the completion rate with the Board. They explained and answered the following questions:

- Question 1: What is Completion rate and how is it Measured?
- Question 2: What is the difference between completion rate, dropout rate, and graduation rate?
- Question 3: How does GCCISD measure up on completion rate? (Three year comparison)
- Question 4: What are we doing how to impact and improve our completion rate?
- Question 5: What are our plans for continuous improvement of our completion rate?

### **Monthly Construction Report**

Dr. Byron Terrier and Mr. David Fluker gave an overview and presentation on the 2005 Bond Construction report.

#### **8171. CONSIDERATION OF CONSENT AGENDA**

- 1. End-of-Year Reports**
  - a. Employees Advisory Council (EAC)**
  - b. Instructional Leadership Council (ILC)**
- 2. Interlocal Agreement Between Goose Creek CISD and Harris County for Community Youth Services (CYS)**
- 3. Purchase of Curriculum for the Junior and High School New Arrival Centers**
- 4. Freese and Nichols, Inc. to Perform Traffic Impact and Circulation Analysis**
- 5. Appointments of Administrative Committee Members to the Money Purchase Pension Plan**
- 6. Budget Amendment**
- 7. Superintendent's Expenditures**

Ms. Coffey moved and Mr. Hoskins seconded the motion **THAT THE BOARD APPROVE THE CONSENT AGENDA AS LISTED**. The motion passed with Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredó voting for the motion.

#### **End-of-Year Reports**

- a. Employees Advisory Council (EAC)**
- b. Instructional Leadership Council (ILC)**

The Board accepted the Employees Advisory Council (EAC) and the Instructional Leadership Council's (ILC) End-of-Year Reports.

**Interlocal Agreement Between Goose Creek CISD and Harris County for Community Youth Services (CYS)**

The Board approved the Interlocal Agreement between Goose Creek and Harris County for Community Youth Services (CYS). This agreement allows Harris County to provide specialized services to children and families within the District by four CYS Specialists.

**Purchase of Curriculum for the Junior and High School New Arrival Centers**

The Board approved the purchase of Teachscape Materials and training for the Junior and High School New Arrival Centers.

**Freese and Nichols, Inc. to Perform Traffic Impact and Circulation Analysis**

The Board accepted and approved qualifications as submitted by Freese and Nichols, Inc. to perform future traffic impact analysis surveys as needed by the District.

**Appointments of Administrative Committee Members to the Money Purchase Pension Plan**

The Board approved the appointments of Stan Edmondson and Shirley Erwin to the Administrative Committee of the Money Purchase Pension Plan. Stan won the election to be the representative for the professional staff and Shirley won for the paraprofessional staff.

**Budget Amendment**

Budget Amendment No. 29 – this amendment to redistribute appropriations between Functions 11, Instructional, and 13, Curriculum Development, and Instructional Staff Development, was requested by Pete Pape, Chief Financial Officer, to move funds to the correct function for curriculum development and instructional staff development.

**Superintendent's Expenditures**

The Board approved the expenditures of the Superintendent as presented.

**8172. CONSIDERATION OF RESOLUTION AUTHORIZING THE SALE OF PUMPHREY ELEMENTARY AND WEST TOWN FACILITIES**

Mr. Burg moved and Mr. Loredo seconded the motion **THAT THE BOARD APPROVE THE RESOLUTION AUTHORIZING THE SALE OF SURPLUS PROPERTIES OF PUMPHREY ELEMENTARY AND WEST TOWN FACILITIES AS LISTED ON THE ATTACHED RESOLUTION AUTHORIZING SALE OF PROPERTY. THE DISTRICT HAS NO FUTURE PLANS FOR EITHER OF THESE SITES.** The motion passed with Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredo voting for the motion.

**8173. FUTURE BOARD AGENDA ITEMS  
BOARD TRAINING  
BOARD MEETINGS**

Future Board Agenda Items

- Proposed Tax Rate (Superintendent's Reports)

Board Training

- Gulf Coast Association of School Boards Meeting, August 25, 2010, at Region IV.
- TASA/TASB Convention, September 24-26, 2010

Board Meetings

- Set Date for Superintendent's Evaluation from the week of August 23.

**CLOSED MEETING**

At approximately 8:45 p.m., Vice President Wilyne Laughlin recessed the Regular Meeting into a Closed Meeting with the following statement:

“This Board will now recess into a Closed Session pursuant to the following sections of the Texas Open Meetings Act: 551.071, Private consultation with the Board's attorney; 551.072, Discussing purchase, exchange, lease, or value of real property; 551.074, Discussing personnel or to hear complaints against personnel. No action will be taken while the Board is in Closed Session.”

**Board Reconvenes into Regular Session**

At approximately 10:06 p.m., the Board reconvened into Regular Session with Vice President Laughlin presiding. No action was taken while in Closed Session.

**8174. CONSIDERATION OF PERSONNEL  
Elections and Resignations  
Administrative Election**

Mr. Hoskins moved and Mr. Loredó seconded the motion **THAT THE BOARD APPROVE THE EIGHTEEN ELECTIONS, ACCEPT THE EIGHT RESIGNATIONS AND ONE ADMINISTRATIVE ELECTION AS RECOMMENDED BY THE ADMINISTRATION.** The motion passed with Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredó voting for the motion.

**Elections Approved:**

1. **Kay Byford**, teacher, assigned to Bowie Elementary School.
2. **Tami Daniels**, teacher, assigned to Cedar Bayou Junior School.
3. **Alyssa Dodson**, teacher, assigned to Alamo Elementary School.
4. **Devin Dozier**, teacher-coach, assigned to Ross S. Sterling High School.
5. **Leeandria Fordham**, teacher, assigned to Lamar Elementary School.
6. **Michael Gallagher**, teacher, assigned to Travis Elementary School.
7. **Tavia Gumboa**, teacher, assigned to Gentry Junior School.
8. **Steven Horelica**, teacher, assigned to San Jacinto Elementary School.
9. **Haley Johnston**, teacher, assigned to Carver Elementary School.
10. **Keri Moyers**, teacher, assigned to Ashbel Smith Elementary School.
11. **Kimberly Nance**, teacher, assigned to Horace Mann Junior School.
12. **Ruth Priddy**, teacher, assigned to Cedar Bayou Junior School.

13. **Elizabeth Rodriguez**, teacher, assigned to De Zavala Elementary School.
14. **Karie Smart**, teacher, assigned to Ashbel Smith Elementary School.
15. **Trevor Smith**, teacher-coach, assigned to Highlands Junior School.
16. **Kyle Sumerlin**, teacher-coach, assigned to Goose Creek Memorial High School.
17. **Brittany Straub**, teacher, assigned to Carver Elementary School.
18. **Amy Van Natta**, teacher, assigned to Gentry Junior School.

**Resignations Accepted:**

1. **Jeff Adams**, social studies teacher and coach at Robert E. Lee High School, resigned effective July 6, 2010. Mr. Adams accepted a position with Fort Bend ISD.
2. **Jamie Blassingame**, fourth-grade teacher at De Zavala Elementary School, resigned effective July 7, 2010. Ms. Blassingame will be doing an internship as a licensed specialist in school psychology.
3. **Cindy Blaylock**, math teacher at Robert E. Lee High School, resigned effective July 8, 2010. Ms. Blaylock is moving to Central Texas to take care of her mother.
4. **Magdalena Cervantes**, fourth-grade bilingual teacher at Bowie Elementary School, resigned effective July 7, 2010. Mrs. Cervantes accepted a position with Barbers Hill ISD.
5. **Kimberly Edgar**, business teacher and coach at Ross S. Sterling High School, resigned effective July 8, 2010. Ms. Edgar accepted a position with Dickinson ISD.
6. **Kimberly Edwards**, fifth-grade teacher at San Jacinto Elementary School, resigned effective July 8, 2010. Ms. Edwards accepted a position with Galena Park ISD which is closer to her home.
7. **Edward Ortiz**, speech teacher and coach at Ross S. Sterling High School, resigned effective July 15, 2010. Mr. Ortiz accepted a head coaching position with another district.
8. **Zuri Kolver**, English teacher at Goose Creek Memorial High School, resigned effective June 30, 2010. Mr. Kolver left the teaching profession.

**Administrative Elections**

Hollice "Holli" Malloy as Director of Curriculum and Instruction.

**ADJOURNMENT**

Vice President of the Board Wilyne Laughlin adjourned the Board meeting at approximately 10:10 p.m.

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 9, 2010

**SUBJECT: CONSIDERATION OF 2010-2011 COMPENSATION PLAN**

**RECOMMENDED ACTION:** Approval of 2010-2011 employee pay increases for:

- Teachers, Nurses, and Librarians \$1,818,040
- Paraprofessionals and Manual Trades 502,246
- Administrative/Professional 386,263
- Total Cost \$2,706,549

**RATIONALE:** To approve employee pay increases for the 2010-2011 contract year.

**BUDGET PROVISIONS / ACTION REQUIRED:** 2009-10 and 2010-11 Budgets

**RESOURCE PERSONNEL:** Dr. Toby York  
Mr. Pete Pape

All District employees shall receive an increase in salary for the 2010-11 year as follows:

(a). For those certified employees eligible for a “step” increase, each such employee shall receive a “step” increase based on the new hire schedule for the 2008-2009 school year as if that schedule were in effect for the 2010-2011 school year, reflecting the incremental amount on that schedule equal to the difference between the salary for the person’s experience level in the 2009-2010 school year and the salary for the person’s experience level in the 2010-2011 school year, in accordance with Texas Education Code, Section 21.402(c-2).

(b). For those certified employees who receive a “step” increase based on the District’s new hire schedule for the 2008-2009 school year as if that schedule were in effect for the 2010-2011 school year, as described in subsection (a) above, those employees shall receive an additional amount equal to 2% of mid-point, less any amount received in accordance with subsection (a) above.

(c). All other employees other than those employees described in subsection (a) above, shall receive a salary increase equal to 2% of mid-point, with the exception of any employee who is at the maximum of their respective pay grade. Historically, these employees (which are few) receive a compensation increase of 50% of the general compensation increase percent.

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 9, 2010

**SUBJECT: CONSIDERATION OF ADOPTION OF RESOLUTION OF  
ACKNOWLEDGEMENT “MAKE EDUCATION A PRIORITY”**

**RECOMMENDED ACTION:** Adopt Resolution of Acknowledgment “Make  
Education a Priority.”

**RATIONALE:** Goose Creek CISD Board of Trustees respectfully acknowledge,  
join and applaud the priority efforts to protect the pursuit of quality  
education for all children.

**BUDGET PROVISIONS/ACTION REQUIRED:** Not applicable

**RESOURCE PERSONNEL:** Dr. Toby York  
Board of Trustees  
Mr. Richard Peebles

**Resolution of Acknowledgment**  
**“ Make Education a Priority”**

**Whereas,** *the current Texas public school finance system is negatively affecting an increasing number of public school districts; and*

**Whereas,** *past diligent legislative efforts to address the state’s method of adequately and equitably funding Texas schools has fallen short of broad measured success; and*

**Whereas,** *the legislative year of 2011 bears the attributes of repeating the 2009 legislative session’s lack of reliable funding improvements; it is therefore*

**Resolved,** *that a responsible community of educational leaders with a united awareness respectfully empower and support our respected legislative representatives to act; and be it*

**Resolved,** *that in light of our current Texas economic challenges and the complexity of financing public education; improvements in school funding be established with an attitude where education is found as the highest priority; and be it*

**Resolved,** *this attitude begins within the leadership of Texas school districts and together, we respectfully share one unified message to all involved: Make Education a Priority.*

*The Goose Creek Consolidated Independent School District Board of Trustees respectfully acknowledge, join and applaud the priority efforts to protect the pursuit of quality education for all children.*

*Goose Creek Consolidated ISD Board of Trustees*

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Assistant Secretary

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date Adopted

# **SUPERINTENDENT'S REPORT**

## **Tax Rate Update**

# 2010/11 I & S Tax Rate Scenarios

# I & S 2009/10

- ▣ August 31, 2009 transferred \$2,600,000 from Bond Unallocated Interest/Bond Reserve to I&S Fund.
- ▣ June 28, 2010 transferred \$3,000,000 from Bond Unallocated Interest/Bond Reserve to I&S Fund.
- ▣ Will recommend transfer of \$500,000 - \$1,000,000 on August 23, 2010.

# 2010/11 Budget Overview – I&S Fund

- ▣ Forecasted Property Values for 2010-11 school year are \$7,969,232,699. This is a decrease from the 2009/10 value of \$8,615,304,120 or a 7.5% decrease.
- 2010-11 Bond payments are \$26,794,390.
- I&S Tax Rate needed to make bond payments is \$0.34213. An increase of 10 cents.

# 5-Yr Debt Service Review & Forecast

	2009/10	2010/11	2011/12	2012/13	2013/14
TOTAL PAYMENTS	\$ 26,548,021	\$ 26,844,390	\$ 27,060,646	\$ 27,059,871	\$ 27,058,128
Property Value	\$ 8,615,304,120	\$ 7,959,232,699	\$ 7,959,232,699	\$ 8,048,925,026	\$ 8,129,414,276
Rate needed:	0.308	0.34213	0.345	0.3415	0.338
Actual Rate	.24213				

# Average Residence Property Value

	2008/09	2009/10	2010/11	Difference
Average Market Value	\$112,091	\$92,458	\$91,199	-18.6%
Average Taxable Value	\$85,026	\$68,846	\$68,016	-20.0%

	2008/09	2009/10	2010/11	Difference
GCCISD Taxes on Avg Tax Value	\$205.87	\$166.70	\$227.85	+\$21.98
I&S Tax Rate	.24213	.24213	.335	

2010/11 Tax Rate needed to equal 2008/09 taxes on Average Taxable Value Home: \$0.30268

# Remaining Bond Funds

Estimated Interest Earnings	\$19,309,000
Less: Arbitrage	(\$ 1,200,000)
Less: Allocated Interest Earnings	(\$13,660,000)
Estimated Interest Balance	\$ 4,449,000
Issue Costs	\$ 1,793,000
Bond Reserve	\$ 9,100,000
Estimated Interest & Bond Balance	\$ 15,342,000
Less: August 31, 2009 Transfer to I&S	(\$ 2,600,000)
Less: June 28, 2010 Transfer to I&S	(\$ 3,000,000)
Less: August 23, 2010 Transfer to I&S*	(\$ 500,000)
Estimated Interest & Bond Balance	\$ 9,242,000

# Tax Rate Options

## 0 – 10 cents

Tax Rate	0.24213	0.25213	0.26213	0.27213	0.28213	0.29213	0.30213	0.31213	0.32213	0.33213	0.34213
I&S Revenue	\$ 19,006,465	\$ 19,791,434	\$ 20,576,403	\$ 21,361,373	\$ 22,146,342	\$ 22,931,312	\$ 23,716,281	\$ 24,501,251	\$ 25,286,220	\$ 26,071,189	\$ 26,856,159
2010/11 Bond Payment	\$26,844,000	\$26,844,000	\$26,844,000	\$26,844,000	\$26,844,000	\$26,844,000	\$26,844,000	\$26,844,000	\$26,844,000	\$26,844,000	\$26,844,000
Surplus/ (Short)	\$ (7,837,535)	\$ (7,052,566)	\$ (6,267,597)	\$ (5,482,627)	\$ (4,697,658)	\$ (3,912,688)	\$ (3,127,719)	\$ (2,342,749)	\$ (1,557,780)	\$ (772,811)	\$ 12,159
Bond Balance	\$ 1,404,465	\$ 2,189,434	\$ 2,974,403	\$ 3,759,373	\$ 4,544,342	\$ 5,329,312	\$ 6,114,281	\$ 6,899,251	\$ 7,684,220	\$ 8,469,189	\$ 9,254,159

# Tax Rate Options

## 4 -10 cents

Tax Rate Increase	.04	.05	.06	.07	.08	.09	.10
Tax Rate	0.28213	0.29213	0.30213	0.31213	0.32213	0.33213	0.34213
I&S Revenue	\$ 22,146,342	\$ 22,931,312	\$ 23,716,281	\$ 24,501,251	\$ 25,286,220	\$ 26,071,189	\$ 26,856,159
2010/11 Bond Payment	\$26,844,000	\$26,844,000	\$26,844,000	\$26,844,000	\$26,844,000	\$26,844,000	\$26,844,000
Surplus/ (Short)	\$ (4,697,658)	\$ (3,912,688)	\$ (3,127,719)	\$ (2,342,749)	\$ (1,557,780)	\$ (772,811)	\$ 12,159
Bond Balance	\$ 4,544,342	\$ 5,329,312	\$ 6,114,281	\$ 6,899,251	\$ 7,684,220	\$ 8,469,189	\$ 9,254,159

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 9, 2010

**SUBJECT: CONSIDERATION OF 2010-2011 PROPOSED TAX RATE**

**RECOMMENDED ACTION:** Approve the proposed tax rate for 2010-2011 to be used in the publication of “Notice of Public Meeting to Discuss Budget and Proposed Tax Rate”.

**RATIONALE:** Set date for the public meeting to discuss the budget and proposed tax rate for 2010-2011.

**BUDGET PROVISIONS / ACTION REQUIRED:** 2010-2011 Budget

**RESOURCE PERSONNEL:** Dr. Toby York  
Mr. Pete Pape  
Ms. Charlene Piggott

## SCHOOL BOARD AGENDA ITEM SUMMARY

August 9, 2010

**SUBJECT:** CONSIDERATION OF SUPPLEMENTAL REQUEST FOR PROPOSAL (RFP)  
#062110-10 FOR GENERAL WALK-IN TRADE FOR FOOD, SUPPLIES AND/OR  
SERVICES

**RECOMMENDED ACTION:** Approve to add the vendors listed in Attachment "A" to the approved vendor listing for General Walk-in Trade for Food, Supplies and/or Services.

**RATIONALE:** To establish pricing and provide additional sources for district facilities to obtain necessary supplies and services.

**BUDGET PROVISIONS/ACTION REQUIRED:** 2009 – 2010 Budget

**RESOURCE PERSONNEL:** Dr. Toby York  
Mr. Pete Pape  
Ms. Trudy Masters

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
DIRECTOR OF PURCHASING  
BAYTOWN, TEXAS 77521

ATTACHEMENT "A"

Request for Proposals for General Walk-in Trade for Food, Supplies and/or Services were received and opened by the Director of Purchasing on June 21, 2010 at the district's Administration Building from the following vendors:

Alklean Industries, Inc.  
All American T-Shirts & Graphics  
Arby's (Garth Road location)  
Bayshore Chrysler, Jeep, Dodge  
Baytown Ford  
GBS Ventures dba Beehive Florist  
Celebrity Events Inc.  
Ceramic Store of Houston, LLC  
Coastal Teacher Supply  
D & D Grocery & Bakery, Inc.  
DS Waters of America, Inc.  
Donut Wheel  
El T-Garth, Inc. (El Toro)  
Farouk Systems, Inc.  
Fishburn Violin Shop  
Grand Prize Barbecue, Inc.  
Hancock Fabrics #1728  
Kings BBQ  
Lee College Book Store  
Murphy's Deli  
Party Boy Costumes & Supplies dba Phoenix Paper  
Sam's Club  
Sue Bruce Corp. (Subway – 6608 Garth Road, Baytown)  
Texas Fire Control, Inc.  
Village Pizza & Seafood

Proposals were submitted by twenty-four (24) vendors for consideration. All proposing vendors are being recommended for approval. This was advertised as required by law. We find that the proposal process provides the best value to the district and recommend that those vendors meeting district specifications for General Walk-in Trade for Food, Supplies and/or Services be selected as approved vendors.

This recommendation is made by Dr. Byron Terrier, Assistant Superintendent of Administrative Services; Pete Pape, Chief Financial Officer; and Trudy Masters, Director of Purchasing.

Trudy E. Masters  
Director of Purchasing

GENERAL WALK-IN TRADE FOR FOOD, SUPPLIES AND/OR SERVICES (Supplemental)  
RFP #062110-10

VENDOR NAME	Discount From Unit Price		Discount for Quantity Purchases		Add'l Discounts off sale items		Comments			
Alklean Industries, Inc.		5%		10%		No				
All American T-Shirts & Graphics		*		*		*				
Arby's		10%		15%		Yes				
Bayshore Chrysler, Jeep, Dodge		20%		30%		No				
Baytown Ford		20%		*		No				
Beehive Florist		0%		0%		No				
Celebrity Events, Inc.		*		5%		*	Order 50 Servings or more.			
Ceramic Store of Houston, LLC		25%-List		40%		No	25% off list price in catalog & on website 40% off clay, bulk prices shown in catalog & on website			
Coastal Teacher Supply		15%		15%		No	15% for quantity purchase is negotiable.			
D & D Grocery & Bakery, Inc.		10%		*		No				
DS Waters of America, Inc.		0%		0%		No				
Donut Wheel		0%		0%		No				
El T-Garth, Inc. (El Toro)		0%		0%		Yes	No Delivery Charge (savings of \$30) on orders of 10 or more.			
Farouk Systems, Inc.		50%		30%		Yes	50% off Back Bar and Service Items & kits 30% off Retail tools(Discounts are per Salon Cost Dist.			
Fishburn Violin Shop		5%		5%		No				
Grand Prize Barbeque, Inc.		0%		2%-4%		No	2% if over \$2000.00 - 4% if over \$4000.00 No service charge for catered banquet service.			
Hancock Fabrics #1728		10%		10%		No				
King's BBQ		*		10%		Possible	10% Discount for Catering			
Lee College Book Store		Cost +10%		*		*	Books - Cost + 10%. All others shelf price.			
Murphy's Deli		5%		5%		N/A	5% discount for over \$200 single order.			
Party Boy Costumes & Supplies		0%		0%		No				
Sam's Club		0%		0%		No				
Sue Bruce Corp. (Subway)		5%		10%		Yes	Call for best pricing and current specials telephone - 281.515.1756			
Texas Fire Control, Inc.		10%		10%		No				
Village Pizza & Seafood		0%		0%		No				
* None specified										

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

August 9, 2010

**SUBJECT: CONSIDERATION OF SUPPLEMENTAL REQUEST FOR PROPOSAL (RFP)  
#061710-9 FOR MAINTENANCE & BUILDING SUPPLIES AND MATERIALS**

**RECOMMENDED ACTION:** Approve to add the vendors listed on Attachment "A" to the approved vendor listing for Maintenance & Building Supplies and Materials.

**RATIONALE:** To establish pricing and provide additional sources for Maintenance, Operations and other district facilities to obtain necessary supplies and services.

**BUDGET PROVISIONS/ACTION REQUIRED:** 2009 – 2010 Budget

**RESOURCE PERSONNEL:** Dr. Toby York  
Dr. Byron Terrier  
Mr. Pete Pape  
Ms. Trudy Masters

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
DIRECTOR OF PURCHASING  
BAYTOWN, TEXAS 77521

ATTACHMENT "A"

Request for Proposals for Maintenance & Building Supplies and Materials were received and opened by the Director of Purchasing on June 17, 2010 at the district's Administration Building from the following vendors:

All American Poly  
Bindery Specialists of Texas  
Circle Saw Builders Supply, Inc.  
Clearwater Chemicals, Inc.  
Crouse Kimzey Company  
Elevator Technical Service  
Graybar  
Heritage Food Service Equipment, Inc.  
Hilti, Inc.  
Jamail's Auto & Truck Service  
Joey's Glass Co., Inc.  
Kele, Inc.  
M-B Electronics AV Inc.  
Montroy Sheet Metal, Inc.  
Rideaus Lawn Sprinkler  
Sammy's Towing  
Skyline Equipment  
South Texas Graphic Specialties, Inc.  
Specialty Products & Insulation  
Texas Laundry Service Co., Inc.  
Traka USA LLC  
Univar USA  
Verdant Farms LLC  
The Villa Drywall & Paint  
Wallboard Stockers, Inc.  
Washing Equipment of Texas  
WOWCO Equipment Co.  
Zee Medical

Proposals were submitted by twenty-eight (28) vendors for consideration. All proposing vendors are being recommended for approval. This was advertised as required by law. We find that the proposal process provides the best value to the district and recommend that those vendors meeting district specifications for Maintenance & Building Supplies and Materials be selected as approved vendors.

This recommendation is made by Dr. Byron Terrier, Assistant Superintendent of Administrative Services; Pete Pape, Chief Financial Officer; and Trudy Masters, Director of Purchasing.

Trudy E. Masters  
Director of Purchasing

MAINTENANCE BUILDING SUPPLIES AND MATERIALS

RFP #061710-9

VENDOR NAME	Discount from unit cost.	Discount for Quantity Purchase	Add'l discounts off sale items	Comments
All American Poly	1%	0%	*	
Bindery Specialists of Texas	0%	0%	No	
Circle Saw Builders Supply Inc.	0%	0%	No	
Clearwater Chemicals, Inc.	*	*	*	
Crouse Kimzey Co.	15%	15%	Yes	
Elevator Technical Service	0%	0%	*	Sell No products only services.
Graybar	Varies	Varies	Yes	
Heritage Food Serv. Equip.	Varies	Varies	N/A	Discounts vary from 5.5% - 38.5%
Hilti, Inc.	2.1 to 87.1%	varies	Yes	
Jamail's Auto & Truck Service	0%	0%	No	
Joey's Glass Co., Inc.	*	*	*	
Kele Inc.	*	*	*	
M-B Electronics AV Inc.	25%-45%	25%-45%	No	
Montroy Sheet Metal, Inc.	0%	0%	No	
Rideaus Lawn Sprinkler	*	*	*	
Sammy's Towing	10%	10%	No	
Skyline Equipment	30%	TBD	No	30% off Suggested Retail Price (Equipment Only.)
So. Texas Graphic Specialites	*	*	No	
Specialty Products & Insulation	5%	5%	No	40,00 sf direct ship
Texas Laundry Service Co., Inc.	25%	0%	Yes	
Traka USA LLC	28%	*	No	
Univar USA	10%	5%	Yes	
The Villa Drywall & Paint	Varies	Varies	No	
Wallboard Stockers, Inc.	1%	1%	No	
Washing Equipment of Texas	10%	Yes	Yes	10% discount on cleaning supplies.
WOWCO Equipment Co.	TBD	TBD	Yes	Discount will be determined at time of sale.
ZEE Medical	20%	30%	Yes	
* None specified				

## SCHOOL BOARD AGENDA ITEM SUMMARY

August 9, 2010

**SUBJECT: CONSIDERATION OF SUPPLEMENTAL REQUEST FOR PROPOSAL (RFP)  
#072210-11 FOR SPIRIT WEAR FOR VARIOUS DEPARTMENTS**

**RECOMMENDED ACTION:** Approve to add the vendors listed in Attachment "A" to the approved vendor listing for Spirit Wear for Various Departments.

**RATIONALE:** To establish pricing and provide additional sources for district facilities to obtain necessary supplies and services.

**BUDGET PROVISIONS/ACTION REQUIRED:** 2009 – 2010 Budget  
and  
Proposed 2010 – 2011 Budget

**RESOURCE PERSONNEL:** Dr. Toby York  
Mr. Pete Pape  
Ms. Trudy Masters

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
DIRECTOR OF PURCHASING  
BAYTOWN, TEXAS 77521

ATTACHMENT "A"

Request for Proposals for Spirit Wear for Various Departments were received and opened by the Director of Purchasing on July 22, 2010 at the district's Administration Building from the following vendors:

ABC & More  
Blue Moose Tees  
DBS Texas – Houston  
Eagle Group Sportswear  
Houston Graduation Center, Inc.  
J. A. Davis Advertising  
Patricia's Spirit Wear LLC  
Spectator Blanket, LLC

Proposals were submitted by eight (8) vendors for consideration. All proposing vendors are being recommended for approval. This was advertised as required by law. We find that the proposal process provides the best value to the district and recommend that those vendors meeting district specifications for Spirit Wear for Various Departments be selected as approved vendors.

This recommendation is made by Mr. Pete Pape, Chief Finance Officer and Trudy Masters, Director of Purchasing.

Trudy E. Masters  
Director of Purchasing

SPIRIT WEAR FOR VARIOUS DEPARTMENTS

RFP #072210-11

VENDOR NAME	Discount From Unit Price	Discount for Quantity Purchases	Add'l Discounts off sale items	Comments
ABC & More	10% - 20%	10% - 20%	Yes	
Blue Moose Tees	*	*	No	
DBS Texas - Houston	12%	12%	Yes	
Eagle Group Sportswear	40%	40%	Yes	
Houston Graduation Center Inc	*	*	No	
J. A. Davis Advertising	*	*	*	
Patricia's Spirit Wear LLC	*	\$1.00 Off per Shirt - See Comment	No	\$1.00 Off per embroidered shirt having the same logo when order is for 72 or more.
Spectator Blanket, LLC	5%	See Comment	No	Orders greater than \$400 will receive more of a discount.
*No amount or response indicated				

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 9, 2010

**SUBJECT: CONSIDERATION OF COMPETITIVE SEALED PROPOSAL (CSP) #070110-11 FOR THE RELOCATION OF PORTABLE BUILDINGS**

**RECOMMENDED ACTION:** Approve to award the contract for relocation of portable buildings to Cherry House Moving as primary vendor, Cowboy's Mobile Homes Inc. as secondary vendor and A-Bargain, Inc. as tertiary vendor.

**RATIONALE:** To provide the district with a qualified vendor to move both single-wide and/or double-wide portable buildings from one location in the district to another location where the building would be better utilized.

**BUDGET PROVISIONS/ACTION REQUIRED:** 2010– 2011 Budget

**RESOURCE PERSONNEL:** Dr. Toby York  
Dr. Byron Terrier  
Mr. Pete Pape  
Ms. Trudy E. Masters  
Mr. Ron Loveless

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
DIRECTOR OF PURCHASING

BAYTOWN, TEXAS 77521

Competitive sealed proposals were received and opened by the Director of Purchasing on Thursday, July 1, 2010, at the District's Administration Building for the Relocation of Portable Buildings from the following vendors:

A-Bargain, Inc., Magnolia, Texas  
Cherry House Moving Company, Houston, Texas  
Cowboy's Mobile Homes, Inc., Wallisville, Texas  
Larry's Mobile Home Service, Vidor, Texas  
Satellite Shelters, Inc., Houston, Texas

Proposals were mailed to eleven (11) vendors with five (5) vendors responding for consideration. This was advertised as required by law. We find that the competitive proposal process provides the best value to the district and recommend that the vendor meeting district specifications for Relocation of Portable Buildings be awarded this contract.

This recommendation is made by Byron Terrier, Assistant Superintendent of Administrative Services; Pete Pape, Chief Financial Officer; Trudy E. Masters, Director of Purchasing; and Ron Loveless, Director of Maintenance.

Trudy E. Masters  
Director of Purchasing

RELOCATION OF PORTABLE BUILDINGS  
CSP #070110-11

JOB PRICING		VENDORS									
		A-BARGAIN, INC.	CHERRY HOUSE MOVING	COWBOY'S MOBILE HOMES, INC.	LARRY'S MOBILE HOME SERVICE	SATELLITE SHELTERS, INC.					
Move or relocate 24X32 Bldg.		\$3,450.00	\$2,995.00	\$3,900.00	\$4,250.00	\$7,290.00					
Move or relocate 24X64 Bldg.		\$5,175.00	\$3,495.00	\$4,900.00	\$7,250.00	\$9,000.00					
Equipment mobilization fee		\$500.00	\$500.00	\$600.00	N/C	\$1,200.00					
Remove and replace tie downs		\$63.25 ea.	\$45.00	\$10/\$25	Included	\$80.00 ea.					
Remove and replace skirting		\$5.75	\$10.00 plf.	\$1.50 ft./ \$10.50 ft.	\$1,000	\$20.00 plf.					
Blocks		\$3.45	\$3.00 ea.	\$2.50 ea.	Included	\$9.45 ea.					
Pads		\$4.60	\$4.00 ea.	\$4.50 ea.	Included	\$4.75 ea.					
Shims		\$1.15	\$2.00 ea.	\$65 bldg.	Included	\$.32 ea.					
Double load		\$575.00	\$150.00 hr.	1/2 of 1st price	Included	? - N/A					
Cross load		\$345.00	\$150.00 hr.	\$1,000.00	Included	? - N/A					

Notes: COWBOY'S MH, INC. - \$10 to remove tie downs and \$25 ea. to reinstall;

SATELLITE SHELTERS, INC. - Blocks - (1 - 16X16X4, 1- 2X8X16, 2 - 8X8X16) - Not familiar with double and cross load.

## SCHOOL BOARD AGENDA ITEM SUMMARY

August 9, 2010

**SUBJECT:** CONSIDERATION OF COMPETITIVE SEALED PROPOSAL (CSP) #070110-10  
FOR PAINTING CONTRACTOR

**RECOMMENDED ACTION:** Approve to award proposals for painting contractor to Superior Painting and Wallcoverings as primary vendor and TAD 3 Enterprises as secondary vendor.

**RATIONALE:** This will provide an established pricing for those materials/services necessary to supplement painting work orders for the maintenance of district properties.

**BUDGET PROVISIONS/ACTION REQUIRED:** 2010 – 2011 Budget

**RESOURCE PERSONNEL:** Dr. Toby York  
Dr. Byron Terrier  
Mr. Pete Pape  
Ms. Trudy Masters  
Mr. Ron Loveless

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
DIRECTOR OF PURCHASING  
BAYTOWN, TEXAS 77521

Competitive sealed proposals for Painting Contractor were received and opened by the Director of Purchasing on Thursday, July 1, 2010 at the District's Administration Building from the following companies:

Superior Painting & Wallcoverings  
TAD 3 Enterprises, Inc.

Proposal notification letters were sent to eight (8) vendors with only two (2) vendors responding for consideration. The proposal document was also available on the district web site. This was advertised as required by law. We find that the competitive proposal process provides the best value to the district and recommend that those vendors meeting district specifications for painting contractor be awarded as an approved vendors.

This recommendation is made by Byron Terrier, Assistant Superintendent for Administrative Services; Pete Pape, Chief Financial Officer; Trudy E. Masters, Director of Purchasing; and Ron Loveless, Director of Maintenance.

Trudy E. Masters  
Director of Purchasing

PAINTING CONTRACTOR  
CSP #070110-10

Vendor			Cost per hour (outside painting)			Cost per hour (inside painting)		
Superior Painting & Wallcoverings				\$23.75			\$24.75	
TAD 3 Enterprises, Inc.				\$24.50			\$ 19.95	

## SCHOOL BOARD AGENDA ITEM SUMMARY

August 9, 2010

**SUBJECT: CONSIDERATION OF MEMORANDUM OF AGREEMENT  
BETWEEN GOOSE CREEK CISD AND BAY AREA COUNCIL ON  
DRUGS AND ALCOHOL (BACODA)**

**RECOMMENDED ACTION:** Approve the Memorandum of Agreement between Goose Creek CISD and Bay Area Council on Drugs and Alcohol for counseling services provided in drug and alcohol awareness, prevention, and intervention.

**RATIONALE:** This agreement allows BACODA to provide the following prevention services at Carver Elementary and Peter E. Hyland Center:

- Prevention Education/Skills Training (“Positive Action”) to students in Grades 1<sup>st</sup> – 5<sup>th</sup>
- Provide in-service training for staff (Educational Presentations concerning alcohol, tobacco, and other drugs)
- Drug and alcohol intervention counseling services also will be provided for secondary students.

**BUDGET PROVISIONS/ACTION REQUIRED:** Not applicable

**RESOURCE PERSONNEL:** Dr. Toby York  
Ms. Suzanne Heinrich  
Ms. Janci Alexander  
Mr. Rick Peebles

# Memorandum of Agreement

between

## BACODA

(Bay Area Council on Drugs & Alcohol, Inc.)

and

## Goose Creek Consolidated Independent School District

The goal of this memorandum is to facilitate the most comprehensive services available to youth, adults and their families. Our mutual collaborative efforts will serve to provide optimal outcomes for all of our service recipients in Youthworks' Universal (YPU) and (YPI) programs. All services are dependent upon current funding for the Bay Area Council on Drugs & Alcohol, Inc. If funding increases or decreases, program services or intensity may be affected.

BACODA (Bay Area Council on Drugs & Alcohol) Youthworks agrees to provide the following services:

### Youth Prevention Indicated (YPI) – Prevention Specialist

BACODA staff will provide case management and prevention/intervention services at The Peter Hyland Center. The BACODA staff member's caseload entails the following components:

- Prevention Education and Skills Training ("Positive Action")
- Participate in staffing of students
- Indicated Prevention Screening
- Indicated Prevention Assessment
- Indicated Prevention Counseling
- Crisis Intervention
- Problem Identification and Referral
- Participate in exit interview

BACODA staff will also provide in-service training for staff (Educational presentations concerning alcohol, tobacco and other drugs).

### Youth Prevention Universal (YPU) – Prevention Specialist

BACODA staff will provide the following prevention services at Carver Elementary school provided on list:

- Prevention Education/Skills Training ("Positive Action") to students in grades 1<sup>st</sup> - 5<sup>th</sup>
- Provide in-service training for staff (Educational presentations concerning alcohol, tobacco and other drugs)

Goose Creek Independent School District agrees to provide:

- ◇ Safe, confidential setting for BACODA staff to conduct YPU and YPI services
- ◇ Office space to house BACODA staff (including a computer with internet capability that includes access to BACODA's website, printer, phone, fax machine and copy machine)
- ◇ Access to non-identifying demographic and statistical information and conduct follow ups for the purpose of program evaluation and reporting
- ◇ Two-way communication between BACODA staff and agency liaison (such as school counselor, teacher, or principal) to ensure BACODA services are implemented in a timely, professional and mutually beneficial manner

# Memorandum of Agreement

between

**BACODA**

*(Bay Area Council on Drugs & Alcohol, Inc.)*

and

**Goose Creek Consolidated Independent School District**

All BACODA employees assigned to designate school campus site will revise direct supervision from the BACODA Youthworks supervisor. In the event that BACODA staff is not able to report to their assigned campus, the following will be notified:

- 1) Principal and/or Lead Counselor at The Peter Hyland Center; and 2) Principal at Carver Elementary

To ensure safety, rights and quality of services for the participant, both parties shall agree to the following requirements for a cooperative service delivery system:

1. Each will operate under applicable Federal, State and local laws and ordinances; is duly licensed or certified, as appropriate
2. Each will conduct all services under this Agreement in compliance with Policies of their individual Policies and Procedures; Title VI of the Civil Rights Act of 1964, as amended, ensuring that no person on the basis of race, color, national origin, religion, sex, age, disability or political affiliation, will be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the policies of the Age Discrimination Act; the Americans with Disabilities Act (ADA) of 1990; the INS regulations that require all providers of service to be authorized to work in the United States; and all other Federal rules and regulations, State laws and executive orders as applicable
3. Each agrees: (1) that the confidentiality of records, health information in accordance with HIPAA and the identity of persons served by the organizations will be maintained in accordance with Federal and State laws and regulations; and (2) that the human and legal rights of persons by the organization will not be abridged.
4. In accordance with the rules outlined by our funding agent, Department of State Health Services (DSHS), BACODA is required to adhere to the following guidelines:

#### **§448.210. Confidentiality.**

The provider shall protect the privacy of individuals served and shall not disclose confidential information without express written consent, except as permitted by law. The provider shall remain knowledgeable of, and obey, all State and Federal laws and regulations relating to confidentiality of records relating to the provision of services. The provider shall not discuss or divulge information obtained in clinical or consulting relationships except in appropriate settings and for professional purposes that demonstrably relate to the case. Confidential information acquired during delivery of services shall be safeguarded from illegal or inappropriate use, access and disclosure or from loss, destruction or tampering. These safeguards shall protect against verbal disclosure, prevent unsecured maintenance of records, or recording of an activity or presentation without appropriate releases.

#### **§448.214. Duty to Report.**

# Memorandum of Agreement

between

## BACODA

(Bay Area Council on Drugs and Alcohol)

and

## Goose Creek Consolidated Independent School District

by the TEX. FAM. CODE ANN. §261.101 (Vernon 2002 & Supp. 2004). The provider shall report allegations of abuse, neglect or exploitation of elderly or disabled individuals to the Texas Department of Protective and Regulatory Services as required by the TEX. HUM. RES. CODE ANN. §48.051 (Vernon 2001 & Supp. 2004). If the allegation involves sexual exploitation, the service provider shall comply with reporting requirements listed in the TEX. CIV. PRAC. & REM. CODE ANN. §81.006 (Vernon 1997 & Supp. 2004).

- 5. BACODA supports the ethical standards of the addiction counseling field. All staff will follow the most recent ethical standards of the Department of State Health Services (DSHS) whether or not they are licensed by DSHS. All staff will follow the ethical standards of their individual licensing or certification boards.

Through the combined efforts of the organizations signing this agreement, it is envisioned that quality care services will be provided for our participants and their families.

This agreement is in effect from September 1st, 2010 through August 31<sup>st</sup>, 2011 and is in effect unless revised or terminated by either one or both parties.

Karen Van Home, MA, LPC, CPS  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

Chief Executive Officer  
*Title*

\_\_\_\_\_  
*Title*

Karen Van Home  
*Signature*

\_\_\_\_\_  
*Signature*

07/06/2010  
*Date*

\_\_\_\_\_  
*Date*

**BACODA- (Bay Area Council on Drugs & Alcohol, Inc.)**  
281.212.2900 Office  
1300A Bay Area Blvd. Suite 102  
Houston, TX 77058-2505

**Goose Creek Consolidated Independent School District**  
4544 Interstate 10 East  
P O Box 30  
Baytown, TX 77522

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 9, 2010

**SUBJECT: CONSIDERATION OF MEMORANDUM OF UNDERSTANDING (MOU) WITH GOOSE CREEK CISD EDUCATION FOUNDATION**

**RECOMMENDED ACTION:** Approve the Memorandum of Understanding (MOU) with Goose Creek CISD Education Foundation.

**RATIONALE:** The purpose of the MOU is to formalize the relationships between GCCISD and the Goose Creek Education Foundation. See details in MOU.

**BUDGET PROVISIONS / ACTION REQUIRED:** Not applicable

**RESOURCE PERSONNEL:** Dr. Toby York  
Mr. Pete Pape  
Ms. Kathy Clausen  
Mr. Richard Peebles

# MEMORANDUM OF UNDERSTANDING

## Between Goose Creek CISD Education Foundation and Goose Creek CISD School District

This Memorandum of Understanding is entered into by and between the Goose Creek Consolidated Independent School District School Board ("School Board") of Goose Creek Consolidated Independent School District ("the District") and the Goose Creek Consolidated Independent School District Education Foundation Board of Directors ("Foundation Board") of the Goose Creek Consolidated Independent School District Education Foundation (the "Foundation"), desiring to memorialize the nature of their relationship, ratify and approve past activities and mutually acknowledge, for the future, the respective obligations and rights of the parties.

Whereas, the District is a public school system located in *Texas*; and

Whereas, the Foundation is an independent nonprofit corporation organized under the Texas Non-Profit Corporation Act, and exempt from taxation pursuant to the Internal Revenue Code 501(c)(3); and

Whereas, the District has the authority to enter into contracts as are necessary for the efficient management of the District, and

Whereas, the Foundation is organized and operated exclusively for educational purposes and to receive and disburse funds, property and gifts of any kind exclusively for the benefit of the District, and

Whereas, the parties desire to formalize their relationship to achieve an efficient coordination between them to advance the District's public purposes and to foster the educational and cultural programs and services of the District;

Now therefore, in consideration of the mutual covenants, promises and conditions herein contained, the District and the Foundation agree as follows:

- A. Public Purposes: The School Board has identified the following educational public purposes for district's support of the Foundation:
1. Because of the uncertainty and restrictions inherent to the public school finance system, the District must seek alternative sources of

revenue in order to continue and/or enhance its quality education programs.

2. Strong community support to assist the District in maximizing alternative revenue sources requires reciprocal commitment and support from the District.
  3. Continuation of the momentum achieved in maximizing alternative revenue sources through the Foundation requires a continual commitment from the District.
  4. Community involvement in raising money for educational programs achieves a concurrent psychological and philosophical investment in the District.
  5. The Foundation is a nonprofit education corporation organized in Harris County for educational and charitable purposes. The Foundation invests time and resources to generate and improve community support for creating alternative revenue sources that benefit the District and its students.
  6. The community's legitimate expectation is that the District supports the Foundation through the Foundation's limited use of facilities, equipment and personnel. The community realizes a convenience in having the District allow use of its facilities by the Foundation.
  7. Solicitations of additional revenue by Foundation directors and personnel relieves the fund-raising burden of the Superintendent, administrators, teachers and staff, leaving them free to focus on the District's educational mission.
  8. Revenues obtained by the Foundation will be provided for the betterment of the District's educational programs.
  9. The District has realized gains from its assistance to the Foundation.
- B. Commitment: The School Board agrees to provide the following to the Foundation, provided that the public purposes continue to be met and the

controls continue to be implemented, and subject to the School Board's continuing right to refuse to appropriate the necessary funds in any budget year. All contribution amounts shall be within the sole discretion of the School Board, which contribution shall be monitored by the School Board and recorded in the District's accounting records as donations to the Foundation.

1. The District shall share annually with the Foundation its strategic plan, institutional priorities and projects, and resource requirements, so that the Foundation may represent the direction and needs the District to donor prospects and align its programs and campaigns consistent with the strategic objectives of the District.
2. The District shall promptly alert the Foundation to prospective gifts, so that each opportunity for enhancing gift potential and donor relations is fully utilized.
3. Office space facilities and utilities for the employees of the District serving the Foundation.
4. All or a portion of the equipment used by the employees of the District serving the Foundation.
5. All or a portion of the salary and benefits for the employees of the District supporting the Foundation.
6. The Executive Director and any support personnel providing services to the Foundation shall be employees of the District, under the direct supervision and control of the District Superintendent. The employees who provide services to the Foundation shall be subject to all rights and responsibilities of other District employees.

C. Responsibilities of Foundation:

1. The Foundation agrees that, during the term of this Memorandum of Understanding, the Foundation will use its best efforts to solicit, collect, invest and administer funds for the Foundation, which shall be used to enrich the educational environment of the District.

2. The Foundation agrees that, in each of the Foundation's fiscal years, the Foundation shall contribute more to the District than the value of the District's contribution to the Foundation or funding may, in the School Board's discretion, either cease or be decreased for the coming fiscal year. For purposes of this Agreement, amounts contributed to the District in any fiscal year shall include all grants to teachers, educational programs, and all payments to an endowment fund made in that fiscal year, but shall not include monies deposited into retained earnings until those retained earnings are spent for the benefit of the District through a teacher grant, educational program or endowment payment.
  3. The Foundation agrees that it will require its personnel and the District personnel providing services to the Foundation to follow all policies and procedures of the District when representing the District or the Foundation in any capacity.
  4. The Foundation agrees that it will continue to recognize the District as the sole beneficiary of its solicitation program.
  5. The Foundation has fiduciary responsibility for the operation of the Foundation and the authorization of the expenditures of funds.
  6. The Foundation shall collect and authorize such funds to be used for educational projects in alignment with the District's strategic plan and institutional priorities.
  7. The Foundation shall conduct its activities in such a manner to maintain its status as a tax exempt, charitable organization under state and federal laws.
  8. The Foundation shall consult with the District before accepting any gift for the benefit of the District that contains restrictive terms or conditions.
- D. Controls: The School Board and the Foundation Board agree on the following controls, to ensure that a proper public educational purpose is served by this arrangement:

1. The Foundation shall provide the School Board with an annual report, which shall be presented to the School Board at a public School Board meeting. The Foundation shall provide a cost-benefit evaluation to the District regarding the District's investment in the Foundation and the Foundation's use of this investment for educational or public purposes.
2. The Foundation shall provide an IRS Form 990 annually to the School Board, which shall reflect the District's contributions to the Foundation and which shall be reviewed against the District's accounting records to ensure accuracy.
3. The Foundation shall abide by all policies and procedures of the District related to facility and equipment use, personnel, public information, and all other applicable policies.
4. The District shall determine each year, at the time of development of the District's budget, whether adequate consideration has been received from the Foundation in the previous fiscal year and will likely be received in the following fiscal year, to assist the Foundation Board in determining funding for the coming fiscal year.
5. The Foundation understands that, as a result of the District's investment in the Foundation, the documents of the Foundation are possibly subject to the Public Information Act, if applicable, absent any specific exemption.
6. The Executive Director and any support personnel serving the Foundation shall be employees of the District, under the direct supervision and control of the Superintendent of Schools or designee. The Foundation may consult with the Superintendent regarding the Executive Director's and support personnel's job performance.

AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

SCHOOL BOARD

EDUCATION FOUNDATION

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President

ATTEST:

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Secretary

President

ATTEST:

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Secretary

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 9, 2010

**SUBJECT: CONSIDERATION OF MEMORANDUM OF UNDERSTANDING (MOU) REGARDING THE HIGHPOINT ALTERNATIVE EDUCATION PROGRAM**

**RECOMMENDED ACTION:** Approve District's participation in the Highpoint Alternative Education Program.

**RATIONALE:** To provide a facility to handle students expelled for serious or persistent misbehavior.

**BUDGET PROVISIONS/ACTION REQUIRED:** 2009-2010, 2010-2011 Budgets

**RESOURCE PERSONNEL:** Dr. Toby York  
Ms. Suzanne Heinrich  
Dr. Patty Bing

**COPY**



**2010-2011 HIGHPOINT ANNUAL CONTRACT (HARRIS COUNTY)**

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

1. For the period beginning August 23, 2010, and ending June 2, 2011, HCDE agrees to provide services described herein for **Eighteen (18)** units to eligible student(s) requiring a discipline alternative education placement (referred to herein as "student(s)") who are residents of GCCISD.
2. HCDE agrees to provide specialized facilities and properly certified/licensed personnel necessary to appropriately educate and provide instructional and counseling services to the student(s) in accordance with applicable law. During the period of this Contract, if HCDE fails to provide the necessary specialized facilities and certified personnel, GCCISD may terminate services until such time as HCDE can provide the necessary specialized services contracted herein. HCDE will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.
3. HCDE agrees to furnish the GCCISD with a weekly statement of student(s) attendance.
4. HCDE agrees to maintain necessary records and accounts in order to assure that funds received from GCCISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by GCCISD.
5. GCCISD is responsible for providing transportation to and from Highpoint. Location of pick-up and drop-off points and time of service will be determined by representatives of GCCISD and HCDE.
6. GCCISD will provide copies of all pertinent school records pertaining to the student(s). GCCISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be obtained by GCCISD during the term of this Contract. Records must include, but are not limited to, (a) a recommendation letter from the school or district stating explicitly why the student is being referred to Highpoint; (b) the student's Middle School Plan (for students in grades 6-8); or (c) the student's Graduation Plan (for students in grades 9-12); (d) the student's current transcript, including all achievement test records; (e) for special education students, the student's current IEP, in accordance to Article 8 of this contract; (f) withdrawal form, which shall indicate the list of current courses in which the student is enrolled, the grade earned and the textbook and other instructional resources being used with that subject; and (g) the student's current year's attendance records.

*John E. Sawyer, Ed D Superintendent*

6303 Irvington Boulevard • Houston, Texas 77022 • Tel: 713 694 6300 • www.ncde-texas.org

7. Special Education student(s) served under this Contract have been classified by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within GCCISD, and recommended for services as described herein. The ARD Committee of GCCISD has affirmed the classification and approved the recommendation of such contracted services. An HCDE representative must participate in the ARD Committee meeting considering Highpoint placement.
8. With referred Special Education student(s), HCDE is responsible for providing the educational and support services that are provided to non-disabled students. Additional services required by a disabled student(s) to implement the student's Individualized Education Plan (IEP) and/or 504 plan are to be provided by GCCISD. GCCISD may make such services available in conjunction with Highpoint or at a separate time and location, at the discretion of GCCISD and the ARD Committee. If GCCISD chooses to make such services available in conjunction with Highpoint, GCCISD will cooperate with Highpoint to minimize disruption at Highpoint. If GCCISD requires the student(s) to leave during the school day, the IEP must include transportation as a related service.
9. HCDE will update GCCISD on the progress of the referred student(s) at least once per semester. A member of the GCCISD administrative staff will monitor, assess and evaluate student's progress as established by this Contract, including at least one (1) on-site visit annually.
10. In consideration of the services provided herein, GCCISD agrees to pay HCDE the sum of \$171,000.00 for the purchase of 18 units for the sum of \$9,500.00 per unit, and additional fees in the following manner:
  - \$50.00 times the number of enrollment days for Special Education student(s).
  - \$90.00 times the number of enrollment days for student(s) in attendance over the number of units purchased.

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

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

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

GCCISD  
 Attention:  
 Dr. Toby York, Superintendent  
 P.O. Box 30  
 Baytown, Texas 77522-0030

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

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

\_\_\_\_\_  
 Goose Creek Consolidated ISD Superintendent

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 County School Superintendent

\_\_\_\_\_  
 Date

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 9, 2010

**SUBJECT: CONSIDERATION OF MEMORANDUM OF UNDERSTANDING (MOU) REGARDING THE JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (JJAEP)**

**RECOMMENDED ACTION:** Approve District's participation in the Harris County Juvenile Justice Alternative Education Program.

**RATIONALE:** Senate Bill One requires school districts in counties of more than 125,000 populations to participate in a county juvenile justice alternative education program.

**BUDGET PROVISIONS/ACTION REQUIRED:** 2009-2010, 2010-2011 Budgets

**RESOURCE PERSONNEL:** Dr. Toby York  
Ms. Suzanne Heinrich  
Dr. Patty Bing

**MEMORANDUM OF UNDERSTANDING REGARDING  
THE HARRIS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM  
FOR THE 2010-2011 SCHOOL YEAR**

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

**I. Background and Purpose**

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

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

**II. Goals**

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

**III. Student Eligibility**

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

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

- C. Category C students, with the written consent of the school district, may be placed in the JJAEP by a juvenile court as described in Chapter 54 of the Texas Family Code, after the student has been charged with an offense defined as a misdemeanor and/or felony by the Texas Penal Code and adjudicated as delinquent by a juvenile court. HCJB and the school district agree that, although the school district may consent to the placement of a Category C student into the JJAEP, the actual placement of the student into the JJAEP and related terms of the placement are made by the appropriate juvenile court and not by the school district. HCJB and the school district agree that school district consent documentation for individual Category C JJAEP placements shall be distributed to the courts prior to placement. JJAEP funding for Category C students is provided pursuant to the terms of Attachment B. If a Category C student is placed by court order in the JJAEP, however, without the written consent of the school district ("Category E"), the school district will not be responsible for funding regarding that student. **HCJB does not expect any Category C students for the 2010-2011 school year.**
- D. Category D students, who have been released from a residential adjudication facility administered by or under contract with the Harris County Juvenile Probation Department during the regular school year, may be placed by the school district in the JJAEP for the remainder of the semester in which the student is released.

3.2 Students expelled for Category A offenses during the school year shall attend the JJAEP for the remainder of their expulsion period.

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

#### IV. Special Education Services

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

##### 4.2 Placement Services:

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

##### 4.3 Evaluation and Child Find Services:

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

- (4) The JJAEP shall complete necessary referral documentation prior to notifying the school district that a student may be in need of evaluation under IDEA;
  - (5) Upon the Core Team's recommendation that a JJAEP student may be in need of special education services, the school district must complete a FIIE within timelines established by applicable laws and regulations; and
  - (6) The school district and JJAEP shall work together to determine which organization's staff shall complete the FIIE within timelines established by applicable laws and regulations.
- b. Full and Individual Evaluations (FIE):
- (1) The JJAEP shall notify the school district of all students for whom a Full and Individual Evaluation (FIE) is required or overdue;
  - (2) Upon notification by the JJAEP that an identified student with a disability requires a FIE, the school district and JJAEP shall work together to complete the FIE within timelines established by applicable laws and regulations;
  - (3) Upon written request by the school district, the JJAEP staff may conduct the FIE on the district's behalf; and
  - (4) The student's parent or guardian (or adult student) must provide informed consent prior to any evaluation taking place. The school district may, but is not required to, pursue due process procedures under federal law to override the refusal to grant such request. In the event the student who is evaluated actually qualifies as a student with a disability, the parent or guardian (or adult student) must provide informed consent before special education or related services can be provided. If such consent is refused, the district may not use the due process procedures of the IDEA. The District, however, will have no further obligation to provide the student with a free, appropriate public education, convene an ARD meeting or develop an IEP.
- 4.4 Transfer Services:
- a. Upon transition from the JJAEP to the school district, the JJAEP shall provide the school district with information necessary for it to convene an ARD committee meeting, including, but not limited to, copies of the cumulative folder contents, Individual Education Plans, evaluations, parental consents, withdrawal forms, attendance reports, and report cards;
  - b. The JJAEP will provide five days notice to the school district prior to the return of the student to the school district; and
  - c. The JJAEP may, upon district request, assign a representative to attend the ARD committee meeting changing the student's placement from the JJAEP.
- 4.5 Special Education and Related Services:
- a. Special Education Services:
    - (1) Notwithstanding the school district's obligation as the Local Education Agency (LEA) as described under the IDEA, the JJAEP will, upon the school district's behalf, provide all special education instructional services required to implement the student's Individual Education Plan (IEP), in accordance with this Memorandum of Understanding;
    - (2) The school district remains responsible for IDEA compliance; and
    - (3) The JJAEP is under no obligation to provide special education instructional or related services to students not enrolled in the JJAEP.
  - b. Related Services:
    - (1) For purposes of this Memorandum of Understanding, speech therapy shall be considered a related service;
    - (2) The JJAEP will provide the following related services necessary to implement the student's IEP: counseling, and speech therapy; and
    - (3) The school district shall remain responsible for providing any special transportation services. In addition, the school district shall remain responsible for providing any and all other special education related services necessary to implement the student's IEP. The school district may make such services available in conjunction with the JJAEP or at a separate time and location, at the discretion of the school district. If the school district chooses to make such services available in conjunction with the JJAEP, the school district shall cooperate with the JJAEP to minimize disruption of the JJAEP. If the school district requires the student to leave the JJAEP for special education related services during the school day, the school district must provide necessary transportation.

The school district in which the JJAEP is located is not responsible for providing special education and related services under the IDEA to any non-resident student. This exception does not apply if such responsibilities are set forth under separate contract between the HCJB, the district in which the student resides and the district in which the JJAEP is located. The student's district of residence shall always be responsible for IDEA compliance.

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

4.7 Funding for special education instructional and related services shall be provided in accordance with Paragraph 8.2 of this Memorandum of Understanding.

#### **V. Responsibilities of the HCJB**

5.1 The HCJB shall establish and operate the JJAEP as required by Section 37.011 and in accordance with applicable state and federal law. The JJAEP will provide regular transportation services for students attending the JJAEP but will not provide any special transportation services. Transportation will be provided to and from pre-determined locations within each district. Each school district will work with the JJAEP to determine the number and location of these transportation locations prior to the beginning of the school year. The JJAEP shall also be responsible for assisting the school district in identifying the following students who are enrolled at the JJAEP:

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

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

#### **VI. Terms and Conditions of Entrance and Exit**

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

- A. For students in middle school, the student's Middle School Plan;
- B. For students in grades 9-12, the student's Graduation Plan;
- C. The student's current transcript, including all achievement test records;
- D. Withdrawal form, which shall indicate the student's list of current courses in which he or she is enrolled, the earned grade and the textbook and other instructional resources being used with that subject;
- E. The student's Texas Assessment of Knowledge and Skills (TAKS) summary sheets, if applicable;
- F. The student's previous year's attendance record;
- G. The student's current year's attendance record; and
- H. The student's IEP in accordance with section IV of this Memorandum of Understanding.

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

**VII. Length of Student Placement**

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

7.2 Category B students shall attend the JJAEP for the period of the individual student's expulsion or placement, and shall adhere to a **minimum length of stay of 45 seat days**. If a school district has adopted its student code of conduct prior to the execution of this MOU with terms of placement that are inconsistent with the minimum lengths of stay, then the school district's student code of conduct will govern lengths of placement.

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

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

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

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

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

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

7.8 If the student achieves 90% attendance and has satisfactory behavior, the school district shall have the option to reduce the student's placement term after 45 days.

### **VIII. Funding**

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

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

### **IX. Administration of Statewide Student Assessments**

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

- A. The school district shall be responsible for securing, coding and delivering to the Director of the JJAEP or his designee all student answer sheets at least one week, if possible, but not less than two days before the day on which the statewide student assessment is to be administered.
- B. The school district shall be responsible for acquiring all test booklets, which shall be made available to students enrolled at the JJAEP at least one week, if possible, but not less than two days before the day on which the statewide student assessment is to be administered.
- C. The JJAEP shall be responsible for administering the examinations to those students enrolled at the JJAEP.
- D. The school district shall be responsible for making necessary arrangements to retrieve all completed student answer sheets and testing materials attributed to the district's students that are enrolled in the JJAEP.
- E. The JJAEP shall be responsible for returning all test booklets to the appropriate TEA contracted agent.

### **X. Expedited Processing**

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

### **XI. Juvenile Probation**

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

### **XII. Records Release**

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

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

**XIII. Miscellaneous**

13.1 This Memorandum of Understanding is effective August 1, 2010 through July 31, 2011.

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

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

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

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**HARRIS COUNTY JUVENILE BOARD**

By:   
Ed Emmett  
Chairman

**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ (date)  
Title:

APPROVED AS TO FORM:

ATTEST:

VINCE RYAN  
Harris County Attorney

  
By: \_\_\_\_\_  
Clyde Leuchtag  
Assistant County Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_ (date)  
Title:

**Attachment A**  
**2010-2011 Harris County JJAEP MOU**  
**Independent School District**

The number of 2010-2011 Category B, C & E MOU Spaces available per District will be determined by % of total Harris County felony juvenile referrals during 2009.

POPULATION		Aldine	Allen	Channelview	Clear Creek	Crosby	Cy-Fair	Deer Park	Galena Park	Goose Crk.	Houston	Huffman	Humble	Katy	Klein	La Porte	N. Forest	Pasadena	Sheldon	Spring	Spr. Branch	Tomball	Waller	TOTAL
JJAEP Category B & C Placements	2005-2006	0	120	24	17	0	9	31	0	2	240	1	11	13	36	0	2	79	1	5	13	2	11	617
	2006-2007	2	86	27	9	0	25	21	2	3	204	4	13	15	23	1	2	52	25	1	7	3	10	535
	2007-2008	1	53	32	9	0	18	3	1	3	106	2	2	24	35	0	3	41	0	2	9	3	4	351
	2008-2009	1	67	32	5	0	11	3	1	2	72	0	0	14	16	0	3	66	3	2	3	6	6	313
	2009-2010	1	71	26	5	0	5	0	0	2	81	1	0	12	21	2	9	79	2	2	4	10	9	342
Juvenile Offender Activity 2009	Felonies	218	189	40	32	13	239	27	132	65	826	11	89	47	92	10	43	144	20	122	70	16	8	2453
% of Total Felony Offenders by ISD:		9%	8%	2%	1%	1%	10%	1%	5%	3%	34%	0%	4%	2%	4%	0%	2%	6%	1%	5%	3%	1%	0%	100%
# of JJAEP Reserved Slots Available by ISD:		11	10	2	2	1	13	1	7	3	44	1	5	2	5	1	2	7	1	6	4	1	1	130

130 =Total Category B, C & E Slots Available at \$99/day  
\* -Huffman, LaPorte, and Waller ISDs will be allocated one space.

**Attachment B**

**Goose Creek Consolidated Independent School District  
Reservation of Student Spaces and Schedule of Payments  
for JJAEP School Year 2010-2011**

Based on the Goose Creek Consolidated Independent School District's ("school district") proportion of Harris County felony offenders who resided in the school district in 2009, the school district is allotted the maximum number of spaces described in Attachment A, Line 25 for the 2010-2011 school year. These spaces, in combination, may be used to purchase Category B, Category C, and Category D discretionary spaces at a rate of \$99.00/day. To be eligible for these spaces the school district must complete the following steps no later than August 31, 2010:

- 1) Completely fill in all columns, as provided on the chart below. "Yes" entries in the second column indicate that these students will be placed in the JJAEP. "No" entries in the second column indicate that these students will not be placed in the JJAEP, therefore the JJAEP is not responsible for the education of students in this category;
- 2) Secure approval of the MOU, including Attachment B, by the school district's Board of Trustees; and
- 3) Return by August 31, 2010 two original copies of the approved and signed MOU, including Attachment B to:

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

All pro-rata spaces left unfunded by August 31, 2010 will be made available to other school districts who desire more spaces at the \$99.00/day rate. These spaces shall be allocated to school districts in direct proportion to the number of additional spaces requested in excess of those spaces allocated in Attachment A, line 25, of this MOU. School districts shall express their intent to purchase additional spaces by completing the fourth column on the chart below.

After August 31, 2010, with the prior approval of the JJAEP, the school district may enroll additional Category B and Category C students in the JJAEP in excess of the number of reserved student spaces at a rate of \$119.00/day for each student placed in excess of reserved student spaces.

Category of Students	Placement of Students in Optional Categories (Yes/No)	Number of Pro Rata Student Spaces Reserved at \$99.00/day (Up to the total pro-rata share on Attachment A, Line 25)	Number of Additional Student Spaces Needed (these spaces may be reserved at \$99.00/day after August 31, 2010, depending upon availability)
Category A Students			
Category B Students -Section 37.007(b), (c), or (f)	yes	1	
Category B Students -Section 37.0081 ("Title 5, Penal Code Felony Offenders")	yes	0	
Category B -Sections 37.304 - 37.308 ("Registered Sex Offenders")	no		
<b>TOTAL FOR CATEGORY B</b>			
Category C MOU Paragraph 3.1 C	no		
Category D MOU Paragraph 7.6	N		

**Payment and Refunds for Category A Students**

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

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

For Category B, Category C and Category D students, funding is provided by the school district. If "Yes" is selected, the district must indicate the specific number of student spaces the district chooses to reserve for the 2010-2011 school year. For spaces reserved, the district agrees to pay the HCJB a rate of \$99.00 for each space reserved up to and including the total number of pro rata spaces allocated in Attachment A, Line 28, multiplied by 210 days. Payments shall be made to the HCJB in two equal installments, due on or before September 30, 2010 and December 31, 2010.

The school district shall pay the actual direct cost in excess of \$99.00 per day, if any, of providing JJAEP services to Category B students placed under Section 37.0081 ("Title 5, Penal Code Felony Offenders"). This fee shall be assessed by the Harris County Auditor's Office, based on HCLB's annual JJAEP financial audit for the 2010-2011 school year, and will be invoiced to the district.

Payment under this Agreement will be considered overdue if the district mails or electronically transmits payment after September 30, 2010 for the first installment and after December, 31, 2010 for the second installment, pursuant to Texas Government Code §2251.021. In accordance with Texas Government Code §2251.025, late payments by the district will

begin to accrue interest (on an annual percentage rate "APR" basis) on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment for the 2010-2011 school year will be the rate defined in §2251.025, which is one percent plus the prime rate as published in the Wall Street Journal on July 1, 2010. Interest on an overdue payment stops accruing on the date the district mails or electronically transmits the payment.

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

The JJAEP shall refund to the school district all funds paid to reserve student spaces that were not fully used by the district at a rate of \$95.00 for each school day that the space was not used. A refund shall be made to the district on or before September 30, 2011. Refunds under this Agreement will be considered overdue if the JJAEP mails or electronically transmits the refund after September 30, 2011, pursuant to Texas Government Code §2251.021. In accordance with Texas Government Code §2251.025, late refund payments by the JJAEP will begin to accrue interest (on an annual percentage rate "APR" basis) on the date the refund payment becomes overdue. The rate of interest that accrues on an overdue refund payment for the 2010-2011 school year will be the rate defined in §2251.025, which is one percent plus the prime rate as published in the Wall Street Journal on July 1, 2011. Interest on an overdue refund payment stops accruing on the date the JJAEP mails or electronically transmits the refund payment.

Any funds received by the HCJB pursuant to a Contract for Education of Non-Resident Students entered into by and between the HCJB, Deer Park Independent School District and any other Texas school district or between the HCJB, La Porte Independent School District and any other Texas school district shall be used to support the operation of the JJAEP and to reduce the cost of placement of Category B, Category C and Category D students in the JJAEP. Any such funds received under a 2010-2011 school year contract shall be allocated by the HCJB or its designee in the following order: (1) funds will first be allocated to reduce the annual per student operating cost of the JJAEP to \$99.00/day; and (2) any remaining funds will be allocated to reduce the cost of placement of all categories of students in the JJAEP for the 2010-2011 school year based on the pro rata share of total JJAEP attendance days. Any funds allocated back to a school district under this section will be pursuant to review and authorization from the Harris County Auditor's Office.

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

With the prior approval of the JJAEP, the school district may enroll additional Category B and Category C students in the JJAEP in excess of the number of those student spaces reserved at a rate of \$119 per day for each student placed in excess of spaces reserved.

In the event the JJAEP program secures funding for a 2011 summer school program from the Texas Juvenile Probation Commission or other federal, state, or local sources, districts will be reimbursed the balance of funds allocated for student spaces during summer school.

In the event the JJAEP program or the school district's participation in the program is terminated prior to July 31, 2011, the JJAEP shall refund to the school district funds paid for the unused portion of the district's reserved student spaces.

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

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 9, 2010

**SUBJECT: APPROVAL OF DELINQUENT AD VALOREM TAX COLLECTION CONTRACT**

**RECOMMENDED ACTION:** Approve the renewal of the delinquent ad valorem tax collection contract.

**RATIONALE:** This contract will renew the contracted services for the collection of the delinquent ad valorem taxes for the District. The renewal of this contract will not change in the monetary value of the service fees of previous contract.

**BUDGET PROVISIONS/ACTION REQUIRED:** Not applicable.

**RESOURCE PERSONNEL:** Dr. Toby York  
Mr. Pete Pape  
Ms. Charlene Piggott  
Mr. Rick Peebles

**AGREEMENT  
FOR  
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**STATE OF TEXAS  
COUNTIES OF HARRIS and CHAMBERS**

**THIS AGREEMENT** is made the 9th day of August, 2010, by and between **RICHARD A. PEEBLES, P.C.**, Attorney at Law, and **REID, STRICKLAND and GILLETTE, L.L.P.**, hereinafter called "**ATTORNEY**", and **GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter called "**CLIENT**".

**WITNESSETH**

**WHEREAS**, Attorney is licensed practicing attorney in the State of Texas; and  
**WHEREAS**, Attorney is engaged in the legal practice of collecting delinquent taxes; and  
**WHEREAS**, Client desires to employ the services of Attorney for the purpose of collecting delinquent ad valorem taxes, upon the terms and conditions hereinafter set forth.

**NOW THEREFORE**, for and in consideration of the mutual agreements herein contained, and the mutual benefits to be gained by the performance hereof; the parties hereto agree as follows:

1. Attorney agrees to send mailings to delinquent taxpayers as directed by Client. Attorney is to be furnished all necessary tax statements needed in the mailouts and in connections with lawsuits and judgments filed and rendered on behalf of Client.
2. At the instructions of Client, individual letters will be sent to those delinquent taxpayers prior to the filing of a delinquent tax suit, advising them that a tax suit will be filed if the taxes are not paid.
3. Attorney shall call to the attention of the Tax Collector, any errors, double assessments or other discrepancies coming to Attorney's attention during the program of the work and will notify Client of any such changes.

4. Attorney will intervene or file as Co-Plaintiff on behalf of Client in all tax suits filed by any other taxing authorities on property located within its school district boundaries.
5. Attorney agrees to file delinquent tax suits for both real and personal property taxes on those tax accounts selected by Client. The Tax Collector will be notified immediately as to when the tax suits are filed and it shall be informed as to the cause numbers and date of filing.
6. A monthly status report will be prepared by Attorney and sent to Client detailing Client all legal activities relating to tax litigation.
7. Attorney agrees to write monthly follow-up letters on installment payment agreement tax accounts that have executed an Installment Payment Agreement with Client, when requested by Client.
8. Attorney further agrees to give legal opinions on the State Property Tax Code and on other matters that might arise in the Tax Office without additional charge to Client.
9. Attorney will process both real and personal property tax suits or tax warrants on personal property tax accounts at the discretion of Client. Subject to the approval of Client, all delinquent tax suits will be followed through to judgment and Sheriff's sale of the subject property in real property tax suits to satisfy delinquent taxes to Client.
10. Attorney will initiate tax suits on unknown parcels of property within the jurisdiction of Client by publication and will follow this through to Sheriff's sale.
11. Attorney agrees to advise Client of all cases in which the taxpayer has financial hardship, if made known to the Attorney during the collection process.
12. Client shall provide inquiry access into its tax collection computer system at Attorney's expense and shall provide Attorney access to all records reasonably necessary to perform their duties hereunder.
13. Client notes that Attorney's collection efforts will be enhanced if the Client has appropriate, state of the art collection technology. It is further noted that the Client incurs a cost for operations and assistance provided to Attorney by Client staff. In

order to defray these incurred costs, Attorney will reimburse Client within thirty (30) days of receiving an invoice from Client for such costs, up to a maximum of Five Thousand (\$5,000). All expenses incurred by Attorney connected with the foregoing delinquent tax program, employees hired by Attorney, legal forms, envelopes, letters and postage will be paid by Attorney. Title research fees, filing fees, will be advanced by Attorney and reimbursed by Taxpayer upon collection of delinquent taxes.

14. Client agrees to pay to Attorney as compensation for the services provided herein, a fee of twenty percent (20%) of the amount collected from all delinquent taxes, penalty and interest actually collected; however, that for the current year taxes that become delinquent, Attorney shall not be entitled to any fees on said delinquent tax collections until after July 1 of that year unless active litigation is in process in connection with a prior year. Client shall pay Attorney said compensation monthly as it is collected.
15. This agreement shall be for a period of two (2) years beginning on the first day of September, 2010. Thereafter, it shall be on a month-to-month basis and may be canceled upon the giving of sixty (60) days' written notice. If this agreement is canceled for any reason, Attorney shall have the election to either surrender all files in its possession to Client within sixty (60) days or reduce to judgment all suits which have been filed within sixty (60) days or reduce to judgment all suits which have been filed within six (6) months after written notice of cancellation.

This agreement is executed on behalf of Client and its Superintendent who is authorized To execute this instrument by order heretofore passed and duly recorded in its minutes.

WITNESS the signature of all parties hereto in duplicate originals this the 9<sup>th</sup> day of August, 2010.

**GOOSE CREEK CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT**

---

Superintendent Dr. Toby York  
Goose Creek CISD

---

Ken Martin, Board of Trustees President  
Goose Creek CISD

**RICHARD A. PEBBLES, P.C.**

By: \_\_\_\_\_  
Richard A. Peebles

**REID, STRICKLAND & GILLETTE, L.L.P.**

By: \_\_\_\_\_  
Stephen Don Carlos

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 9, 2010

**SUBJECT: CONSIDERATION OF APPOINTMENT OF DELEGATE AND ALTERNATE TO THE TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) DELEGATE ASSEMBLY**

**RECOMMENDED ACTION:** Approve the selection of the President and Vice President to serve as Delegate and Alternate, respectively, to the TASB Delegate Assembly, Saturday, September 25, 2010, George R. Brown Convention Center.

**RATIONALE:** The Board of Trustees is always a participant in the Delegate Assembly for the TASB Convention.

**BUDGET PROVISIONS/ACTION REQUIRED:** Not applicable

**RESOURCE PERSONNEL:** Dr. Toby York  
Board of Trustees

# Official Delegate Designation

**Please note:**

- Only board members of TASB Active Members (public schools and ESCs) may serve as delegates or alternates.
- TASB Directors are delegates by virtue of their position. If one of your board members is also a TASB Director, do not designate this member; he or she will already be participating as a voting delegate in the Assembly.
- If you are designating an individual newly elected to your board, be sure you have submitted your membership update information to Anisa Pope at TASB.

Delegate Ken Martin

Board Title President E-mail ngarcia@gccisd.net

Send Delegate Assembly materials to the delegate at this address:

PO Box 30 Baytown, TX 77522

Alternate Wilyne Laughlin

Board Title Vice President E-mail ngarcia@gccisd.net

Send Delegate Assembly materials to the alternate at this address:

PO Box 30 Baytown, TX 77522

Name of school district Goose Creek CISD

County-district number 101-911 TASB (ESC) region number Reg IV

I hereby certify that the above persons were chosen by our board as our official voting delegate and alternate to the 2010 TASB Delegate Assembly in Houston, Texas, on September 25, 2010 (as provided by the TASB Bylaws).

Board president's signature \_\_\_\_\_

Date \_\_\_\_\_

Please return your board's designations by September 10, 2010, to the following address:

**Credentials Committee**  
c/o Anisa Pope  
Texas Association of School Boards  
P.O. Box 400  
Austin, Texas 78767-0400

or fax this completed form to:  
Anisa Pope  
512-467-3554



... > [About TASB](#) > [Governance](#) > [Delegate Assembly](#) > About Delegate Assembly

## About Delegate Assembly

### Education is at a crossroads...

And we need your district's active representation at the 2010 TASB Delegate Assembly meeting September 25 in Houston.

The Assembly, held annually in conjunction with the TASA/TASB Convention, is the foundation of the Association's governance structure and provides critical direction as the Association represents members' interests before state and national policy makers.

The representation of your district at the Delegate Assembly is of the utmost importance to both your board and to TASB. It is vital that your representative understand the processes and the issues that come before the Assembly for action. Please carefully select your district's delegate and alternate from among the more experienced members of your board. The decisions made by the Assembly will set the course for the TASB organization for the coming year.

Delegates and alternates in each region will meet with TASB Directors over lunch to discuss the issues coming before the Assembly and to clarify Delegate Assembly processes. Caucuses and lunch for delegates and alternates will begin at 12:30 p.m. and end just before the opening of the Assembly at 1:45 p.m.

### The Delegate Assembly charts TASB's future in three significant ways:

1. Elects TASB's leadership—officers and members of the TASB Board of Directors
2. Amends TASB Bylaws to ensure a responsive and effective Association
3. Formally adopts TASB's Advocacy Agenda, the legislative "roadmap" for issues critical to public education for the foreseeable future

We look forward to hearing your district's voice at the 2010 Delegate Assembly!

Sarah Winkler  
TASB President

James B. Crow  
TASB Executive Director

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

August 9, 2010

**SUBJECT: CONSIDERATION OF GENERAL LIABILITY, AUTO LIABILITY, AUTO PHYSICAL DAMAGE, CATASTROPHIC AUTO PHYSICAL DAMAGE, AND MOBILE EQUIPMENT INSURANCE COVERAGE**

**RECOMMENDED ACTION:** Approve the renewal from St. Paul/Travelers Insurance Company for a general/auto liability, auto physical and catastrophic physical damage, and mobile equipment insurance coverage as recommended by McGriff, Seibels & Williams, Region IV Risk Management Services consultant. The annual premium for these coverages is \$208,884.00.

**RATIONALE:** To provide required insurance coverage for district liabilities. Our present insurance coverage will expire August 31, 2010. The rates we are recommending represent a 28.8% decrease from last year.

**BUDGET PROVISIONS/ACTION REQUIRED:** 2010-2011 Budget

**RESOURCE PERSONNEL:** Dr. Toby York  
Dr. Byron Terrier  
Mr. Pete Cote  
Mr. Wally Vosloh  
Ms. Trudy Masters



July 28, 2010

Mr. Pete Cote, Exec. Director for Business Services  
Goose Creek C.I.S.D.  
4544 Interstate 10 East  
Baytown, Texas 77521

**RE: General Liability/Automobile Liability & Automobile Physical Damage Insurance  
Renewal Recommendation  
September 1, 2010 to September 1, 2011**

Dear Mr. Cote:

In accord with the Region 4/TCPN Risk Management Services program, we have secured and reviewed the renewal terms offered for General Liability, Automobile Liability, Automobile Physical Damage and Catastrophic Auto Physical Damage Insurance. Consistent with that mission, we wish to provide the following explanatory summary and recommendations.

The District's Automobile/General Liability Insurance carrier prior to 2007 was TASB. In 2007, TASB's renewal offer for General/Auto Liability and Auto Physical Damage was \$321,688 (excluding coverage for windstorm damage). TASB's additional premium for Vehicle Windstorm coverage was in excess of \$300,000, bringing the total premium to somewhere between \$521,688 and \$720,087 (depending on which deductible was selected). A Request for Proposals process revealed that Travelers Insurance Company offered a far more competitive program, which was approved by the Board of Trustees in August 2007.

We have recently concluded our annual survey of the insurance market, which confirms that the Travelers renewal terms continue to represent the best "over-all value" to the District. The attached exhibit compares the expiring program with the renewal terms offered by Travelers and other carriers. Based on the renewal schedules, the overall power unit count (excluding trailers) has decreased by 3 units during the past twelve-months. Due to the District's loss history and loss prevention efforts, the renewal premiums have decreased significantly. The following outlines several key points:

- Premium Reduction: \$208,884 vs. \$293,617
- Travelers includes coverage for vehicle damage arising from windstorm (\$5,000,000 per occurrence loss limit).
- Travelers has increased the aggregate limit for "Sexual Misconduct" to \$2,000,000 within the General Liability coverage.

Please contact us with any questions you may have. We look forward to continuing our service to the District.

Best regards,

Joseph Blasi, ARM, LRM, CPCU  
Region IV Risk Management Services

# General Liability

## Policy Period:

September 1, 2010 to September 1, 2011

LIMITS	Travelers (Expiring)	Travelers (Renewal)	ACE	Texas Association of Public Schools
Per Occurrence Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$3,000,000 <sup>(3)</sup>
Personal Injury / Advertising Injury	\$1,000,000	\$1,000,000	Included	\$3,000,000 <sup>(3)</sup>
General Aggregate	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000 <sup>(3)</sup>
Products/Completed Operations Aggregate	\$3,000,000	\$3,000,000	Included	\$3,000,000 <sup>(3)</sup>
Employee Benefit Liability – Each Employee	\$1,000,000	\$1,000,000	Included in SBL/EPL	\$3,000,000 <sup>(3)</sup>
Employee Benefit Liability – Aggregate	\$3,000,000	\$3,000,000		
Premises Damage Liability / Fire Legal Liability	\$50,000	\$100,000		\$500,000
Medical Payments	Excluded	Excluded	Excluded	\$5,000 / \$50,000
Abuse or Molestation – Each Employee	\$1,000,000	\$1,000,000	\$1,000,000	Included
Abuse or Molestation – Aggregate	\$1,000,000	\$2,000,000	\$1,000,000	
Terrorism	TBD	TBD	TBD	TBD
<b>DEDUCTIBLES / RETAINED LIMITS:</b>	Nil Except \$1,000 for EBL	Nil Except \$1,000 for EBL	<b>\$50,000</b>	\$500
<b>ESTIMATED ANNUAL PREMIUM:</b>	\$76,752 <sup>(1)</sup>	\$29,490 <sup>(1) (2)</sup>	\$48,511	\$25,874 <sup>(3)</sup>
<b>CARRIER:</b>	Travelers	Travelers	Illinois Union	Texas Association of
<b>A.M. BEST RATING:</b>	A+ XV	A+ XV	(ACE) (Non-Admitted) A+ XV	Public Schools Not Rated

- (1) Travelers: “Corporal Punishment” are included
- (2) Option for a \$10,000 deductible - Bodily Injury and Property Damage Liability - \$26,370.
- (3) TAPS quote includes \$2,000,000 x \$1,000,000 Excess Limit (GL and ELL combined) - \$16,960 premium for increased limits.

THIS SUMMARY OF COVERAGES IS TO BE USED ONLY AS AN OVERVIEW OF EACH QUOTATION AND IN NO WAY SHOULD IT BE USED, NOR IS INTENDED TO BE USED, AS A SUBSTITUTE FOR THE ORIGINAL POLICY PROVISIONS. IT HAS BEEN PREPARED AS A GUIDELINE FOR YOUR REFERENCE ONLY.



# Automobile Liability and Physical Damage

**Policy Period:** September 1, 2010 to September 1, 2011

LIMITS	Travelers (Expiring)	Travelers (Renewal)	ACE	Texas Association of Public Schools
Liability (Symbol 1 - Any Auto)	\$500,000 CSL	\$500,000 CSL	\$1,000,000 CSL	\$500,000 CSL
Hired & Non-Owned Liability	Included	Included	Included	Included
Fleet Automatic Coverage	Yes	Yes	Yes	Yes
Personal Injury Protection / Medical Payments	Rejected	Rejected	Rejected	Rejected
Uninsured / Underinsured Motorists	Rejected	Rejected	Rejected	Rejected
Statutory Cap Limits of Coverage Endorsement				
Texas Bodily Injury Each Person Statutory Cap Limit	\$100,000	\$100,000	\$100,000	\$100,000
Texas Bodily Injury Statutory Cap Total Limit	\$300,000	\$300,000	\$300,000	\$300,000
Texas Property Damage or Pollution Cost or Expense Statutory Cap Limit	\$100,000	\$100,000	\$100,000	\$100,000
Physical Damage – Collision and Comprehensive- Private Passenger, Buses, Trucks, Trailers, Vans (Symbol 2 – Owned Autos Only)	Actual Cash Value or Cost of Repair, Whichever is Less	Actual Cash Value or Cost of Repair, Whichever is Less	<b>No Coverage</b>	Actual Cash Value or Cost of Repair, Whichever is Less
Automobile Physical Damage – Loss Limit for any one Event. Includes Mobile Equipment, Inland Marine, etc.	\$5,000,000	\$5,000,000	<b>No Coverage</b>	Included
Hired Car Physical Damage	\$50,000	\$50,000	<b>No Coverage</b>	\$50,000
Physical Damage – Total Values	\$13,255,618	\$12,845,387	N/A	\$12,845,387
Garagekeepers Legal Liability	N/A	N/A	N/A	\$50,000
Defense Costs	Outside the Limits	Outside the Limits	<b>Inside Limits &amp; Retentions</b>	Outside the Limits
Vehicle Count	316 Power Units 39 Trailers	313 Power Units 48 Trailers	313 Power Units 48 Trailers	313 Power Units 48 Trailers

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LIMITS	Travelers (Expiring)	Travelers (Renewal)	ACE	Texas Association of Public Schools
<b>DEDUCTIBLES / RETAINED LIMITS:</b>				
Liability	\$1,000 Each Accident	\$1,000 Each Accident	<b>\$50,000 Each Accident</b>	\$1,000 Each Accident
Physical Damage Comprehensive	\$2,000 Per Vehicle	\$2,000 Per Vehicle	N/A	\$2,000 Per Vehicle
Physical Damage Collision	\$2,000 Per Vehicle	\$2,000 Per Vehicle	N/A	\$2,000 Per Vehicle
<b>Physical Damage – Named Storm</b>	\$25,000	\$2,000 Per Vehicle	N/A	2% of ACV of more than 5 damaged vehicles at one location – Named Storm Only
<b>Flood (other than Named Storm)</b>	Included in Above	<b>Included in Above</b>	N/A	\$100,000 Each Occurrence at a Member's Premises
<b>ESTIMATED ANNUAL PREMIUM:</b>				
Liability	\$174,235	\$144,256	\$120,000	\$115,493 <sup>(1)</sup>
Physical Damage	\$39,637	\$31,685	No Quote	\$57,319 <sup>(2)</sup>
<b>RATES:</b>				
Liability	\$551.00 Per Vehicle	\$461.00 Per Vehicle	Composite Rated	Composite Rated
Physical Damage	.2997% of Vehicle Cost	.243% of Vehicle Cost		
<b>TOTAL:</b>	\$213,872	\$175,941	\$120,000	\$172,812
<b>CARRIER:</b>			Illinois Union (ACE)	Texas Association of
<b>A.M. BEST RATING:</b>	Travelers A+ XV	Travelers A+ XV	(Non-Admitted) A+ XV	Public Schools Not Rated

**TAPS Options:**

- (1) \$96,244 Liability Premium at \$100,000 / \$300,000 / \$100,000 Limits
- (2) \$58,036 Physical Damage Premium to reduce Physical Damage deductible on trailers to \$1,000

THIS SUMMARY OF COVERAGES IS TO BE USED ONLY AS AN OVERVIEW OF EACH QUOTATION AND IN NO WAY SHOULD IT BE USED, NOR IS INTENDED TO BE USED, AS A SUBSTITUTE FOR THE ORIGINAL POLICY PROVISIONS. IT HAS BEEN PREPARED AS A GUIDELINE FOR YOUR REFERENCE ONLY.



# Inland Marine

**Policy Period:** September 1, 2010 to September 1, 2011

LIMITS	Travelers (Expiring)	Travelers (Renewal)	ACE	Texas Association of Public Schools
Contractors Equipment Maximum Payment	\$724,524	\$792,664*	No Quote	\$833,913
Scheduled Property		\$41,249	No Quote	Included
Newly Acquired Contractors Equipment	\$250,000	\$250,000	No Quote	TBD
Replacement Items – Loss to Any One Item	\$10,000	\$10,000		
Rental Cost	\$5,000	\$5,000	No Quote	TBD
Flood – Aggregate	Included in Limits	Included in Limits	No Quote	TBD
Earthquake – Aggregate	Included in Limits	Included in Limits	No Quote	TBD
<b>DEDUCTIBLES:</b>				
Basic	\$1,000	\$1,000		\$2,500
Flood	\$1,000	\$1,000		\$2,500
Earthquake	\$1,000	\$1,000		\$2,500
Windstorm / Hail	\$25,000	\$25,000	No Quote	Included
<b>PREMIUM:</b>	\$2,993	\$3,453	No Quote	\$2,652

\*Policy subject to a maximum \$5,000,000 Loss Limit.

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## **SCHOOL BOARD AGENDA ITEM SUMMARY**

**August 9, 2010**

**SUBJECT: CONSIDERATION OF RENEWAL FOR SCHOOL LEADERS  
ERRORS AND OMISSIONS (PROFESSIONAL LIABILITY)  
INSURANCE**

**RECOMMENDED ACTION:** Approve the renewal of professional liability insurance coverage with Illinois National Insurance Company of Chicago, IL, (Chartis) as recommended by McGriff, Seibels and Williams, consultant for Region IV and the administration, with an annual premium of \$39,798. The effective date of the new policy will be September 1, 2010 through September 1, 2011.

**RATIONALE:** To provide errors and omissions/professional liability/employment practices liability insurance coverage for district school leaders and professionals. The rate we are recommending represents a 3% reduction in the premium from last year.

**BUDGET PROVISIONS:** 2010 – 2011 Budget

**RESOURCE PERSONNEL:** Dr. Toby York  
Dr. Byron Terrier  
Mr. Pete Côté  
Mr. Wallace Vosloh  
Ms. Trudy Masters



July 27, 2010

Mr. Pete Cote, Exec. Director for Business Services  
Goose Creek C.I.S.D.  
4544 Interstate 10 East  
Baytown, Texas 77521

**RE: School Leaders E&O Risk Protector Insurance Renewal**  
September 1, 2010 to September 1, 2011

**RECOMMENDATION**

We recommend that the Board of Trustees renew the expiring School Board Legal Liability Insurance coverage with Illinois National Insurance Company (Chartis) for the September 1, 2010 to September 1, 2011 term. The carrier's A.M. Best rating is A XV ("Excellent"). The Policy Limits of Liability remain \$3,000,000 in the "aggregate" for a renewal premium of \$39,798. This represents a 5% premium decrease below the expiring premium. The coverage limits remain the same as carried on the expiring policy.

**JUSTIFICATION FOR RECOMMENDATION**

The District can maintain coverage terms by renewing coverage with Illinois National Insurance Company (Chartis) for the 2010-2011 term. Because this coverage is written on a "Claims Made" basis, we recommend continuity with the existing carrier to mitigate potential coverage gaps.

The analysis of *School Board Errors & Omissions/Professional Liability/Employment Practices Liability* insurance coverage is very complex. Each carrier/pool offering this coverage uses a proprietary coverage/policy document. The Texas Department of Insurance allows "policy writing" freedom, which allows carriers great flexibility in designing a "carrier-friendly" policy document. Each policy form contains unique coverage exclusions and restrictions. A detailed coverage summary of the recommended program is attached herein along with a summary comparison of the expiring policy form and the renewal policy form.

We look forward

Best regards,

Joseph Blasi, ARM, LRM, CPCU  
Region 4/TCPN Risk Management Services

Cc: Mr. Wallace Vosloh – GCCISD

# Educators Legal Liability

## Policy Period:

September 1, 2009 to September 1, 2010

LIMITS	Illinois National (Expiring)	Illinois National (Renewal)	ACE	Texas Association of Public Schools
Each Occurrence/Annual Aggregate	\$3,000,000 for Damages	\$3,000,000 for Damages	\$3,000,000	\$3,000,000 <sup>(1)</sup>
IEP Hearing Aggregate	\$100,000 for Claim Expense	\$100,000 for Claim Expense		
Desegregation	\$100,000 for Claim Expense	\$100,000 for Claim Expense		Note Sub-limits per Policy Form
Breach of Contract	\$100,000 for Claim Expense	\$100,000 for Claim Expense		
Breach of Fiduciary Duty	\$25,000 for Claim Expense	\$25,000 for Claim Expense		
*Sub-limits for Limited Sexual Misconduct Claim Coverage	Excluded *Defense Costs Only – Separate Sub-limits:	Excluded *Defense Costs Only – Separate Sub-limits	\$1,000,000 Defense Only	Note definitions of “Loss”, “Wrongful Act” and Exclusion (i) – dishonest, fraudulent or criminal wrongful acct of a member.
<b>TERMS &amp; CONDITIONS:</b>				
Proposed coverage provides protection for elected officials, appointed board members, administrators, teachers, substitute teachers, student teachers and all other employees (including volunteers) who were, are, or shall be employed by the district.	Yes	Yes	Yes	Yes
Claims Made Form	Yes	Yes	Yes	Yes
Full Prior Acts Coverage	Yes	Yes	Yes	Yes
Pay on Behalf	Yes	Yes	Yes	Yes
Duty to Defend	Yes	Yes	Yes	Yes

(1) TAPS quote includes a \$2,000,000 x \$1,000,000 excess limit outlined in General Liability section. This is a combined excess limit for the GL and ELL.

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LIMITS	Illinois National (Expiring)	Illinois National (Renewal)	ACE	Texas Association of Public Schools
The company shall defend all claims arising from civil suits against the Insured alleging a wrongful Act including but not limited to civil rights, Section 1983, discrimination, sexual abuse, sexual harassment and sexual molestation, Failure to Educate, IDEA and ADA claims.	See Policy Terms & Conditions	See Policy Terms & Conditions	See Policy Terms & Conditions	See Policy Terms & Conditions
A claim shall include demand received by the Insured for money, services or non-pecuniary relief. This shall include the service of suit or institution of arbitration proceedings against the Insured.	Yes	Yes	Yes	Yes – Non-Pecuniary Defense only with sub-limit of \$10,000 Per Occurrence \$25,000 Annual Aggregate
Claims expenses shall include attorney fees and all other fees, costs and expenses arising from defense of any claim.	Yes	Yes	Yes	Yes, but subject to Fund Approval
The company will pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of the policy	Yes	Yes	Yes	Yes
The company will defend and pay claims arising out of corporal punishment or student discipline	As Per Policy Form	As Per Policy Form	Yes - \$250,000	Yes, unless BI then covered under GL

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LIMITS	Illinois National (Expiring)	Illinois National (Renewal)	ACE	Texas Association of Public Schools
Limits of coverage will not be reduced by the payment of defense costs (defense in addition to limits)	Yes	Yes	No	Yes
Non-Monetary Suite Defense Cost	Yes	Yes	Yes - \$1,000,000	Yes
Extended Discovery Period Option Offered	Yes	Yes	Yes	Yes
Intellectual Property Extension	Excluded	Excluded	Yes	Excluded
Consultants & Independent Contractors Extension	Excluded	Excluded	Yes	Excluded
Bodily Injury, Libel, Slander, Defamation, Assault and Battery	Included in GL except in EPLI	Included in GL except in EPLI	Included in GL except In EPLI	No but if included for Employment Related Claims
Coverage for Punitive Damages	Excluded	Excluded	Yes	Excluded in definition of "Loss"
Outside Directorship Extension	Excluded	Excluded	Yes	Excluded
Discrimination, Hiring, Termination & Promotion Extensions (EPL coverages)	Yes	Yes	Yes	Yes
<b>DEDUCTIBLES:</b>	\$50,000 Each Wrongful Act \$50,000 Each EPL Violation \$10,000 Each IEP Hearing	\$50,000 Each Wrongful Act \$50,000 Each EPL Violation \$10,000 Each IEP Hearing	\$50,000	\$50,000 <sup>(2)</sup>
<b>ESTIMATED ANNUAL PREMIUM:</b>	\$41,085	\$39,798 <sup>(3)</sup>	\$59,479	\$50,355 <sup>(2)</sup>
<b>CARRIER:</b> <b>A.M. BEST RATING:</b>	Illinois National (Chartis) A XV	Illinois National (Chartis) A XV	Illinois Union (ACE) (Non-Admitted) A+XV	Texas Association of Public Schools Not Rated

**ADDITIONAL LIMITS OF LIABILITY AVAILABLE UPON REQUEST.**

- (2) \$10,000 deductible option - \$68,207 Annual Premium  
\$25,000 deductible option - \$58,436 Annual Premium
- (3) To Add Privacy and Security / Event Management / Crisis Fund Coverage Endorsement - \$48,298 Annual Premium

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## **SCHOOL BOARD AGENDA ITEM SUMMARY**

August 9, 2010

**SUBJECT: CONSIDERATION OF RENEWAL OF COMMERCIAL PROPERTY/WINDSTORM/MECHANICAL BREAKDOWN INSURANCE COVERAGE**

**RECOMMENDED ACTION:** Approve the recommendation for the renewal of the commercial property/windstorm/mechanical breakdown insurance coverage with the Lexington Insurance Company (Chartis) as recommended by McGriff, Seibels and Williams, consultant for Region IV. The new annual premium will be \$1,053,543.99.

**RATIONALE:** To provide insurance coverage for district property assets. The present insurance coverage will expire on August 31, 2010. The rates we have received represent a 21% decrease. We have recommended additional excess coverage to bring our windstorm limit from \$25 million back to \$50 million for named storms. This coverage costs \$224,507.40 and is included in the annual premium.

**BUDGET PROVISIONS:** 2010 – 2011 Budget

**RESOURCE PERSONNEL:** Dr. Toby York  
Mr. Byron Terrier  
Mr. Pete Côté  
Mr. Wally Vosloh  
Ms. Trudy Masters



July 27, 2010

Mr. Pete Cote, Exec. Director for Business Services  
Goose Creek C.I.S.D.  
4544 Interstate 10 East  
Baytown, Texas 77521

**RE: Property & Windstorm Insurance Package Renewal Recommendation**  
September 1, 2010 to September 1, 2011

Dear Mr. Cote:

We are pleased to enclose the *Review & Recommendation for Property, Windstorm & Mechanical Breakdown Insurance* for your consideration. The carrier offering the most competitive terms is Lexington Insurance Company (Chartis).

As you are well aware, the Windstorm Insurance market for coastal building owners has become "consumer-unfriendly" during the past several years. Nonetheless, Goose Creek CISD retains one of the most competitively-priced Property Insurance programs among its coastal school districts. Lexington continues to offer most competitive terms for the District's Property insurance program. Their renewal offer represents several improvements, as noted within the following highlights:

- **Premium Reduction of \$278,340:** As noted in the comparison summary, the renewal premium has been reduced by 21%.
- **Named-Storm Wind/Hail Sub-Limit:** Remains \$50M, however, \$25M of this limit can be eroded by "Flood" damage following a Hurricane. Higher limits are available for an additional premium.
- **Flood Sub-Limit:** Remains \$25M. Higher limits are available for an additional premium. For example, a \$35M limit would cost an additional \$84,000. A \$50M Limit would cost \$205,000.
- **Non-Named Storm Wind/Hail Limit:** Remains \$250M per occurrence limit.
- **Extra Expense Limit:** Remains \$5M per occurrence.
- **Miscellaneous Unscheduled Property Limit:** Remains \$5M

Looking ahead, please note the following points:

- **Building Appraisals:** In late 2009, CBIZ Valuation Service completed an extensive building appraisal at several District locations. CBIZ calculated the total "replacement cost new" values of \$498,510,600 (Buildings, Personal Property and Electronic Data Processing Equipment). We encourage the District to conduct regular review of these scheduled items and to keep insurance underwriters informed of changes.
- **National Flood Insurance Policies:** GCCISD currently maintains several NFIP policies for various buildings. We recommend that the District continue to maintain maximum coverage limits available from the NFIP to address the "per building" Flood deductible included in the Property Insurance policy.

We will attend the Board Meeting on August 9<sup>th</sup> should questions arise.

Best regards,

Joseph Blasi, ARM, LRM, CPCU  
TCPN/Region IV Risk Management Services



### SUMMARY OF PROPERTY AND EQUIPMENT BREAKDOWN OPTIONS

	Lexington - Explring	Lexington - Renewal	Travelers - Option	Ironshore/AWAC - Option	AmRisc/Axis - Option
Insuring Carrier(s):	Lexington Insurance Company	Lexington Insurance Company	Travelers Excess and Surplus Lines Company	Ironshore Specialty Insurance Company (60%) Allied World Assurance Co (U.S.) Inc. (40%)	AmRisc using 4 carriers (50%) Axis Surplus Insurance (35%) Arch Specialty Insurance Company (15%)
Policy Term:	8/31/2009 to 9/1/2010	9/1/2010 to 9/1/2011	9/1/2010 to 9/1/2011	9/1/2010 to 9/1/2011	9/1/2010 to 9/1/2011
Coverage:	All Risk including Flood, Earthquake and Equipment Breakdown	All Risk including Flood, Earthquake and Equipment Breakdown	All Risk including Flood, Earthquake and Equipment Breakdown	All Risk including Flood and Earthquake, excluding Equipment Breakdown	All Risk including Flood and Earthquake, excluding Equipment Breakdown
Policy Limit:	\$250,000,000	\$250,000,000	\$25,000,000	\$25,000,000	\$50,000,000
	<i>Per occurrence limit unless otherwise noted below under sublimits summarized below</i>	<i>Per occurrence limit unless otherwise noted below under sublimits summarized below</i>	<i>Per occurrence limit unless otherwise noted below under sublimits summarized below</i>	<i>Per occurrence limit unless otherwise noted below under sublimits summarized below</i>	<i>Per occurrence limit unless otherwise noted below under sublimits summarized below</i>
Total Insurable Values:	\$494,310,600	\$498,510,600	\$498,510,600	\$498,510,600	\$498,210,600
Premium:	\$1,005,549.00	\$862,262.00	\$1,500,000.00	\$890,000.00	\$1,520,000.00
Terrorism	Rejected	Excluded for this calculation	Excluded for this calculation	Excluded for this calculation	Excluded for this calculation
Wholesaler Fee	\$12,500.00	\$15,000.00	\$5,000.00	\$5,000.00	\$13,500.00
State Tax (4.85%):	\$49,375.38	\$42,547.21	\$72,992.50	\$43,407.50	\$74,374.75
Stamping Fee (.06%):	\$610.83	\$526.36	\$903.00	\$537.00	\$920.10
Total Cost:	\$1,068,035.21	\$920,335.56	\$1,578,895.50	\$938,944.50	\$1,608,794.85
Return Premium from Lexington on Decreased Values (includes tax and stamping fee)		-\$91,298.97			
Net Total		* \$829,036.59			
OPTIONAL - TRIA COVERAGE	Not Purchased	\$ 85,000.00	\$ 112,500.00	\$ 89,000.00	\$ 114,000.00
Additional Taxes/Stamping Fees	\$0.00	\$ 4,173.50	\$ 5,523.75	\$ 4,369.90	\$ 5,597.40
Total Additional Charge for TRIA	Not Purchased	\$ 89,173.50	\$ 118,023.75	\$ 93,369.90	\$ 119,597.40

\* Award Recommendation



DEDUCTIBLES	Note: All deductibles noted in this section would be applied on a Per Occurrence basis.				
	Lexington - Expiring	Lexington - Renewal	Travelers - Option	Ironshore/AWAC - Option	AmFisc/Axis - Option
All Perils unless otherwise noted	\$25,000	\$25,000	\$100,000	\$25,000	\$25,000
Wind & Hail other than Named Storm	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Named Storm	2% of TIV Per Location, Subject to a \$250,000 Minimum Per Occurrence	2% of TIV Per Location, Subject to a \$250,000 Minimum Per Occurrence	2% of TIV Per Location, Subject to a \$250,000 Minimum Per Occurrence	5% of TIV Per Location, Subject to a \$250,000 Minimum Per Occurrence	2% of TIV Per Location, Subject to a \$100,000 Minimum Per Occurrence
Earth Movement	\$25,000	\$25,000	\$100,000	2% of TIV Per Location, Subject to a \$100,000 Minimum Per Occurrence	\$25,000
Flood	5% of TIV Per Location, Subject to a \$25,000 Minimum and a \$100,000 Maximum Per Occurrence	5% of TIV Per Location, Subject to a \$25,000 Minimum and a \$100,000 Maximum Per Occurrence	\$250,000	5% of TIV Per Location, Subject to a \$100,000 Minimum Per Occurrence	\$100,000
SFHA Flood	5% of TIV Per Location, Subject to a \$1,000,000 Minimum Per Occurrence	5% of TIV Per Location, Subject to a \$1,000,000 Minimum Per Occurrence	\$1,000,000	5% of TIV Per Location, Subject to a \$1,000,000 Minimum Per Occurrence	Excess of Maximum NFIP Limits (whether purchased or not), plus \$100,000 for items not covered by NFIP
Equipment Breakdown	\$25,000	\$25,000	\$100,000	Not Covered	Not Covered

SUBLIMITS	Notes: 1) Sublimits are Per Occurrence unless otherwise noted. 2) Sublimits provided are part of the policy's limit of liability, not in addition to.				
	Lexington - Expiring	Lexington - Renewal	Travelers - Option	Ironshore/AWAC - Option	AmFisc/Axis - Option
Earth Movement	\$25,000,000 Per Occurrence/Annual Aggregate	\$25,000,000 Per Occurrence/Annual Aggregate	\$10,000,000 Per Occurrence/Annual Aggregate	\$25,000,000 Per Occurrence/Annual Aggregate	\$25,000,000 Per Occurrence/Annual Aggregate
Flood (Total Limit for all Flood)	\$25,000,000 Per Occurrence/Annual Aggregate	\$25,000,000 Per Occurrence/Annual Aggregate	\$10,000,000 Per Occurrence/Annual Aggregate	\$25,000,000 Per Occurrence/Annual Aggregate	\$25,000,000 Per Occurrence/Annual Aggregate
Including SFHA Flood	\$10,000,000 Per Occurrence/Annual Aggregate	\$10,000,000 Per Occurrence/Annual Aggregate	\$2,500,000 Per Occurrence/Annual Aggregate	\$10,000,000 Per Occurrence/Annual Aggregate	\$10,000,000 Per Occurrence/Annual Aggregate
Named Storm	\$25,000,000	\$25,000,000	\$25,000,000	\$25,000,000	\$50,000,000
Debris Removal	25% of the loss or \$5,000,000, whichever is less	25% of the loss or \$5,000,000, whichever is less	25% of the loss or \$5,000,000, whichever is less	\$5,000,000	25% of the loss, not to exceed \$5,000,000
Accounts Receivable	\$500,000	\$500,000	\$1,000,000	\$500,000	\$500,000
Civil or Military Authority	30 Days up to \$1,000,000	30 Days up to \$1,000,000	30 Days up to \$1,000,000	30 Days up to \$1,000,000	30 Days up to \$1,000,000
Demolition Coverage A	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$250,000
Demolition Coverage B	Included in Coverage A	Included in Coverage A	Included in Coverage A	Included in Coverage A	Included in Coverage A
Demolition Coverage C	Included in Coverage A	Included in Coverage A	Included in Coverage A	Included in Coverage A	Included in Coverage A
Electronic Data and Media	Included in Policy Limit	Included in Policy Limit	Included in Policy Limit	\$5,000,000	250,000
Equipment Breakdown	\$100,000,000	\$100,000,000	\$25,000,000	Not Covered	Not Covered
Spillage	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered
Errors and Omissions	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$100,000
Extra Expense	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$2,500,000
Fine Arts	\$250,000	\$250,000	\$100,000	\$250,000	\$250,000, only if scheduled
Ingress/Egress	30 Days up to \$1,000,000	30 Days up to \$1,000,000	30 Days up to \$1,000,000	30 Days up to \$1,000,000	30 Days up to \$1,000,000
Limited Pollution	\$100,000 Per Occurrence/Annual Aggregate	\$100,000 Per Occurrence/Annual Aggregate	\$100,000 Per Occurrence/Annual Aggregate	\$100,000 Per Occurrence/Annual Aggregate	\$100,000 Per Occurrence/Annual Aggregate
Miscellaneous Unnamed Locations	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	Not Covered
Newly Acquired Property	\$5,000,000 (90 Days Reporting)	\$5,000,000 (90 Days Reporting)	\$5,000,000 (90 Days Reporting)	\$5,000,000 (90 Days Reporting)	\$5,000,000 (90 Days Reporting)



Professional Fees	\$100,000	\$100,000	\$25,000	\$100,000	Not Covered
Service Interruption	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Transit	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Trees, Shrubs, Plants	\$100,000 (Max \$250 Per Item)	\$100,000 (Max \$250 Per Item)	\$100,000 (Max \$1,000 Per Item)	\$100,000 (Max \$250 Per Item)	\$10,000 (Max \$250 Per Item)
Valuable Papers and Records	\$500,000	\$500,000	\$1,000,000	\$500,000	\$500,000
Band/Musical Equipment	\$1,000,000	\$1,000,000	Included as Contents	Included as Contents	Included as Contents
Buildings in Course of Construction	\$5,000,000	\$5,000,000	Not Covered	Not Covered	Not Covered

**OTHER TERMS** *Note: Summary of key terms, other terms would apply per the policy wording and mandatory carrier endorsements.*

	<u>Lexington - Expiring</u>	<u>Lexington - Renewal</u>	<u>Travelers - Option</u>	<u>Ironshore/AWAC - Option</u>	<u>AmRisc/Axis - Option</u>
	Lexington Manuscript Policy wording with mandatory endorsements/exclusions	Lexington Manuscript Policy wording with mandatory endorsements/exclusions	Travelers Manuscript Policy form plus mandatory endorsements/exclusions	Ironshore Manuscript Policy form plus carriers' mandatory endorsements/exclusions	ISO based forms plus carriers' mandatory endorsements and exclusions
	30 Days Notice of Cancellation, except 10 Days for nonpayment of premium	30 Days Notice of Cancellation, except 10 Days for nonpayment of premium	60 Days Notice of Cancellation, except 10 Days for nonpayment of premium	60 Days Notice of Cancellation, except 10 Days for nonpayment of premium	30 Days Notice of Cancellation, except 10 Days for nonpayment of premium
	Mold/Fungus Exclusion	Mold/Fungus Exclusion	Occurrence Limit of Liability Endorsement	Occurrence Limit of Liability Endorsement	Occurrence Limit of Liability Endorsement
	Occurrence Limit of Liability Endorsement	Occurrence Limit of Liability Endorsement	Fungus, Wet Rot, Dry Rot Exclusion	Mold/Fungus Exclusion	Ordinance or Law Coverage Amendment
	Defined Peril Millenium Endorsement	Defined Peril Millenium Endorsement	Exclusion for Certain Computer Losses	Data Computation Exclusion	Abandoned/Condemned Property Clause
	Data Computation Exclusion	Data Computation Exclusion	Nuclear Hazard War Military Action Electronic Virus and Pathogenic Exclusion	Pollution, Contamination, Debris Removal Exclusion Endorsement	AmRisc Earned Premium Provision
	Pollution, Contamination, Debris Removal Exclusion Endorsement	Pollution, Contamination, Debris Removal Exclusion Endorsement	Exclusion for Virus or Bacteria	Defined Peril Millenium Endorsement	Biological or Chemical Materials Exclusion
	Terrorism Exclusion	Terrorism Exclusion	Terrorism Exclusion	Terrorism Exclusion	Terrorism Exclusion
	25% Minimum Earned Premium	25% Minimum Earned Premium	35% Minimum Earned Premium	Special Catastrophe Earned Premium Provision	Asbestos Exclusion
	Largest single deductible to apply in an occurrence	Largest single deductible to apply in an occurrence	Largest single deductible to apply in an occurrence	35% Minimum Earned Premium, subject to carriers' Hurricane Minimum Earned Premium wording	Electronic Data Exclusion
	Hot Testing is excluded for buildings in the course of construction	Mobile Equipment is included as Business Personal Property		Largest single deductible to apply in an occurrence	Seepage, Pollution, Contamination Exclusion
		Hot Testing is excluded for buildings in the course of construction			Fungus, Wet Rot, Dry Rot Exclusion and Limited Additional Coverage
					Exclusion Due to Virus or Bacteria
					Below Grade Property Exclusion
					35% Minimum Earned Premium, subject to carriers' Hurricane Minimum Earned Premium wording



**SUMMARY OF EXCESS OPTIONS**

	<u>\$25M x/o \$25M - Expiring</u>	<u>\$25M x/o \$25M - Renewal</u>	<u>\$25M x/o \$50M - Option</u>	<u>\$10M x/o \$25M - Option for Excess Flood</u>	<u>\$25M x/o \$25M - Option for Excess Flood</u>
Insuring Carrier(s):	Landmark American Insurance Company (40%)	Landmark American Insurance Company (40%)	Scottsdale Insurance Company (100%)	Essex Insurance Company (50%)	Essex Insurance Company (20%)
	Continental Casualty Company (30%)	Aspen Specialty Insurance Company (40%)		Endurance American Specialty Insurance Company (50%)	Endurance American Specialty Insurance Company (30%)
	Aspen Specialty Insurance Company (20%)	Max Specialty Insurance Company (20%)			Landmark American Insurance Company (20%)
	Max Specialty Insurance Company (10%)				Axis Specialty Insurance Company (30%)
Policy Term:	8/31/2009 to 9/1/2010	9/1/2010 to 9/1/2011	9/1/2010 to 9/1/2011	9/1/2010 to 9/1/2011	9/1/2010 to 9/1/2011
Coverage:	Excess Named Storm over Lexington's \$25M sublimit for Named Storm, Flood and Earthquake are excluded in this layer	Excess over any of the \$25M primary options, All Risk or Named Storm, Flood and Earthquake are excluded in this layer	All Risk excluding Flood and Earthquake (cannot write monoline coverage)	Flood Only	Flood Only
Policy Limit:	\$25,000,000	\$25,000,000	\$25,000,000	\$10,000,000	\$25,000,000
	<i>Per occurrence limit</i>	<i>Per occurrence limit</i>	<i>Per occurrence limit</i>	<i>Per occurrence and Annual Aggregate limit</i>	<i>Per occurrence and Annual Aggregate limit</i>
In Excess of:	\$25,000,000 and underlying deductibles	\$25,000,000 and underlying deductibles	\$25,000,000 and underlying deductibles	\$25,000,000 and underlying deductibles	\$25,000,000 and underlying deductibles
Premium:	\$250,000.00	\$212,500.00	\$130,000.00	\$80,000.00	\$200,000.00
TRIA:	Rejected	Excluded for this calculation	Excluded for this calculation	Excluded for this calculation	Excluded for this calculation
Fees:	\$1,500.00	\$1,500.00	\$500.00	\$1,000.00	\$2,000.00
State Tax:	\$12,197.75	\$10,379.00	\$6,329.25	\$3,928.50	\$9,797.00
Stamping Fee:	\$150.90	\$128.40	\$78.30	\$48.60	\$121.20
Total Cost:	\$263,848.65	* \$224,507.40	\$136,907.55	\$84,977.10	\$211,918.20
OPTIONAL - TRIA COVERAGE	Not Purchased	\$ 12,750.00	\$ 6,500.00	\$ 8,000.00	\$ 20,000.00
Additional Taxes/Stamping Fees	\$0.00	\$ 626.03	\$ 319.15	\$ 392.80	\$ 982.00
Total Additional Charge for TRIA	Not Purchased	\$ 13,376.03	\$ 6,819.15	\$ 8,392.80	\$ 20,982.00

\* Award Recommendation

## Market Summary / RFP Respondents

Carrier	Response
ACE / Westchester	Options indicated, \$10M primary for \$1M in premium, \$10M p/o \$25M x/o \$25M for a layer price of \$500,000, \$10M p/o \$25M x/o \$50M for a layer price of \$250,000 - Pricing too high, not viable options / In regards to the General Liability, Auto and School Leaders Errors and Omission small premium reduction offered with a \$50k SIR
Affiliated FM	Declined - not writing 1st or 2nd tier school districts
Allianz	Declined - not writing any school districts with CAT wind exposures
AmRisc	Offered options as follows: 50% of primary \$25M for \$1,170,000 layer price, 50% of primary \$50M for \$1,520,000 premium - both at 2% named storm wind/hail, could offer 10% reduction to either option for a 3% named storm wind/hail deductible - Pricing is too high, not viable options
Arch	Offered several options; can only offer capacity in one layer; 1) 10% of a primary \$50M, following AmRisc's terms; 2) 20% of \$25M x/o \$25M for a layer price of \$250,000; 3) 20% of \$25M x/o \$25M for a layer price of \$190,000 - Pricing too high, not viable options
Aspen	Incumbent on Excess Named Windstorm - offered increased participation in \$25M x/o \$25M to \$10M, agreed to 15% reduction in the layer price
AWAC	Offered 40% of a primary \$25M following Ironshore's lead for a layer price of \$890,000 at a 5% named storm wind/hail deductible - not a viable option
Axis	Offered indication for 35% of a primary \$50M, following AmRisc's terms/pricing
Beazley / First State	Declined to offer capacity - risk is too large for current appetite
Chubb Custom	Declined - currently not a market for school districts
CNA	Incumbent, requires minimum of a 20% attachment which is \$99M, not a viable option on renewal unless the insured requires named storm limits in excess of \$100M
Endurance	Offered indication for 20% of \$25M x/o \$25M at a layer price of \$300,000; offered indication for 50% of \$25M x/o \$50M for \$200,000 layer price
Essex	Offered indication for 40% of \$25M x/o \$50M for a layer price of \$250,000
Fireman's Fund	Declined due to coastal exposures.

THIS SUMMARY OF COVERAGES IT TO BE USED ONLY AS AN OVERVIEW OF EACH QUOTATION AND IN NO WAY SHOULD IT BE USED, NOR IS INTENDED TO BE USED, AS A SUBSTITUTE FOR THE ORIGINAL POLICY PROVISIONS. IT HAS BEEN PREPARED AS A GUIDELINE FOR YOUR REFERENCE ONLY.



Carrier	Response
Great American	Declined due to wind exposures
Chartis (fka AIG)	Quoted on the School Leaders Errors and Omissions with a 3% reduction. The Auto and General Liability pricing was too high.
Commonwealth	Declined – could not include wind/hail or flood on cat exposed risks
CV Starr	Declined - not writing risks that are 100% CAT exposed
ICAT	Declined to quote as RDS and accumulations in Harris county to make their pricing uncompetitive
IRI	Offered indication for primary \$10M at \$1M in premium with a 3% named storm wind/hail deductible - Pricing too high, not a viable option
Ironshore	Offered indication for 60% of a primary \$25M for a layer price of \$890,000 at a 5% named storm wind/hail deductible - pricing too high and terms unacceptable
James River	Offered indication for 40% of \$25M x/o \$50M for a layer price of \$250,000
Lexington	Incumbent; offered renewal terms at a 4% rate reduction
Maxum	Declined to quote - 100% CAT exposed and pricing needed to compete.
Max Specialty	Incumbent on Excess Named Windstorm - offered increased participation in \$25M x/o \$25M to \$5M, agreed to 15% reduction in the layer price
One Beacon	Declined, changed position on 1st and 2nd tier school districts after 7/1 and can only offer capacity on this placement attaching at \$125M - not viable unless the school district requires increased named storm limits
RLI	Declined, not writing schools at this time
Rockhill	Offered indication for \$10M p/o \$25M x/o \$50M for a layer price of \$400,000 - not viable, pricing too high
RSUI	Incumbent on Excess Named Windstorm - offered \$10M p/o \$25M x/o \$25M for a layer price of \$212,500, can also offer excess AOP limits if required
Scottsdale	Offered 100% of \$25M x/o \$50M for \$130,000 layer price

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Carrier	Response
Steadfast (Zurich E&S)	Declined, cannot write schedules that include locations within 5,000 ft of coastal waters, their model shows at least 12 locations on the schedule (about \$70M of TIV) are too close to the coast
TAPS	Quoted on the School Leaders Errors and Omissions, Auto and General Liability.
TASB	Quoted Workers' Compensation renewal as proposed.
Torus	Declined to quote, cannot support requested terms or pricing
Travelers	Offered indication for a \$25M primary with a 2% named storm wind deductible for \$1,500,000 in premium; pricing is too high, not viable. Quoted renewal terms as proposed on General Liability, Automobile Liability and Inland Marine.
United National	Declined to quote, cannot support requested terms or pricing
THB	Support from Open Market Lloyd's and/or Bermuda is not required for this placement, London Broker indicated that underwriters would require at least a 3% deductible for named storm wind/hail

THIS SUMMARY OF COVERAGES IT TO BE USED ONLY AS AN OVERVIEW OF EACH QUOTATION AND IN NO WAY SHOULD IT BE USED, NOR IS INTENDED TO BE USED, AS A SUBSTITUTE FOR THE ORIGINAL POLICY PROVISIONS. IT HAS BEEN PREPARED AS A GUIDELINE FOR YOUR REFERENCE ONLY.



## **SCHOOL BOARD AGENDA ITEM SUMMARY**

August 9, 2010

**SUBJECT:**                   **CONSIDERATION OF THE RENEWAL OF THE  
AGGREGATE DEDUCTIBLE PLAN FOR WORKERS'  
COMPENSATION INSURANCE COVERAGE**

**RECOMMENDED ACTION:**    Approve the renewal of the Aggregate Deductible Plan for Workers' Compensation Insurance with Texas Association of School Boards (TASB), as recommended by Region IV Risk Management Services, for an effective date of September 1, 2010 through August 31, 2011.

**RATIONALE:**               This will provide workers' compensation insurance for District employees. The proposed plan will offer the District the opportunity for savings, or recoveries, from improved claims experience.

The recommended renewal provides for administrative services and stop loss insurance at a cost of \$137,693, which is a 7.55% reduction from last year, and aggregate claims retention of \$772,172, which is a 24.97% reduction over the previous year. TASB has offered the District a \$7,596 credit toward our renewal if we execute the renewal agreement.

**BUDGET PROVISIONS/ACTION REQUIRED:**    2010 – 2011 Budget

**RESOURCE PERSONNEL:**           Dr. Toby York  
  Dr. Byron Terrier  
  Mr. Pete Côté  
  Mr. Wallace Vosloh



July 26, 2010

Mr. Pete Cote, Exec. Director for Business Services  
Goose Creek C.I.S.D.  
4544 Interstate 10 East  
Baytown, Texas 77521

**RE: Workers Compensation Insurance Recommendation  
Region IV Risk Management Services (RMS)**

Dear Mr. Cote:

As the District's Risk Management partner, we are pleased to present the following "Review and Recommendation" for the District's Workers Compensation Insurance program. We recommend the *Aggregate Deductible* plan offered by the Texas Association of School Boards self insurance pool (TASB) for the September 1, 2010/2011 policy term. TASB has offered a continuation of the Self Insured program originally bound September 1, 2001 with the following highlights:

- Initial Renewal Contribution: **\$137,693**
- Aggregate Claims Retention: **\$772,172**
- Figures based upon **\$123,087,139** in estimated annual payroll.

We have included a summary of the expiring and renewal program components for your further review. You will note that the TASB net contribution rate and the claims liability rate/factor have remained flat. In addition, TASB has agreed to pay a **\$7,596** Membership Experience Renewal Reward if the District agrees to execute the renewal agreement.

Assuming the above payroll estimates, these cost factors yield the following potential costs:

- Minimum Cost (@ \$0 in Annual Claims Cost): \$ 137,693
- Probable Cost (@ \$500,000 in Annual Claims Cost): \$ 637,693
- Potential Maximum Cost (Claims Cost > \$772,172): \$ 909,865

We recognize this plan as the best value in the current marketplace and recommend the District accept Aggregate Deductible as proposed by TASB for the 2010/2011 program term. This recommendation assumes the District will maintain the following programs:



- A formal Employee Safety Training Program and an Employee Safety Training Manual endorsed and supported by the Board of Trustees. Region IV RMS will continue to assist the District in with these efforts.
- A formal "Light Duty/Transitional Duty *Return To Work* Program" for injured employees. Region IV RMS will assist the District in this effort.
- GCCISD Administration and Board of Trustees commit to an aggressive Employee Injury Prevention Program. This commitment will be communicated to the entire GCCISD employee base on a frequent basis.
- Loss Control Recommendations made by either the pool (TASB) or Region IV RMS will be strongly considered and acted upon.

On a positive note, the District continues to make progress in reducing Workers Compensation claims costs. Such analysis underscores the importance of monitoring the District's claims administrator (TASB) to ensure that highly aggressive and proactive claims management and cost containment services are provided. Region IV RMS will continue to monitor these functions by performing claim file audits and conducting loss trend analysis.

We look forward to discussing your thoughts about our recommendation.

Best regards,

Joseph Blasi, ARM, LRM, CPCU  
Consultant to Region IV

CC: Mr. Mike Manley, GCCISD  
Mr. Wally Vosloh, GCCISD

### SUMMARY OF TASB WORKERS' COMPENSATION INSURANCE - SEPTEMBER 1, 2010/2011

Code	Classification	2009-2010 Estimated Payroll	2009-2010 WC Rates	2009-2010 Estimated Contribution	2010-2011 Estimated Payroll	2010-2011 WC Rates	2010-2011 Estimated Contribution	Payroll Change	Annual Rate Reduction
7380	Bus Drivers	\$ 2,193,255	\$ 0.001210	\$ 2,654	\$ 2,247,570	\$ 0.003997	\$ 8,984		
8868	Professional/Administrative	\$ 101,815,077	\$ 0.001210	\$ 123,196	\$ 91,669,089	\$ 0.000369	\$ 33,826		
8810	Clerical	\$ -	\$ 0.001210	\$ -	\$ 10,982,387	\$ 0.000369	\$ 4,053		
9101	All Other Employees	\$ 26,756,797	\$ 0.001210	\$ 32,376	\$ 18,188,093	\$ 0.004994	\$ 90,831		
	<b>Minimum Contribution</b>	<b>\$ 130,765,129</b>	<b>\$ 0.001210</b>	<b>\$ 158,226</b>	<b>\$ 123,087,139</b>	<b>\$ 0.001119</b>	<b>\$ 137,693</b>	<b>-5.87%</b>	<b>-7.55%</b>
	<b>Claims Liability Caclulation</b>	<b>\$ 130,765,129</b>	<b>\$ 0.008361457</b>	<b>\$ 1,093,387</b>	<b>\$ 123,087,139</b>	<b>\$ 0.006273378</b>	<b>\$ 772,172</b>	<b>-5.87%</b>	<b>-24.97%</b>
	<b>Potential Maximum Cost</b>			<b>\$ 1,251,613</b>			<b>\$ 909,865</b>		

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

August 9, 2010

**SUBJECT:        CONSIDERATION OF COOPERATIVE MANAGEMENT FEES  
                 AS REQUIRED BY HOUSE BILL (HB) 273**

**RECOMMENDED ACTION:**        Approve the Purchasing Departments report of costs for management fees for participation in Cooperatives and Inter-local Agreements as required by HB 273.

**RATIONALE:**    Approving the report of management fees and contract related fees for participation in cooperative and inter-local agreements meeting the requirements of HB 273.

**BUDGET PROVISIONS/ACTION REQUIRED:**    2010 – 2011 Budget

**RESOURCE PERSONNEL:**        Dr. Toby York  
   Mr. Pete Pape  
   Ms. Trudy Masters



**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**TRUDY E. MASTERS, CPA, CTSBS**  
Director of Purchasing

TO: DR. TOBY YORK  
FROM: TRUDY MASTERS  
DATE: AUGUST 5, 2010  
SUBJECT: HOUSE BILL (HB) 273

House Bill 273 requires that school districts disclose the amounts spent on purchasing cooperative fees on an annual basis. Specifically, it states:

Sec. 44.0331. MANAGEMENT FEES UNDER CERTAIN COOPERATIVE PURCHASING CONTRACTS.

(a) A school district that enters into a purchasing contract valued at \$25,000 or more under Section 44.031(a)(5), under Subchapter F, Chapter 271, Local Government Code, or under any other cooperative purchasing program authorized for school districts by law shall document any contract-related fee, including any management fee, and the purpose of each fee under the contract.

(b) The amount, purpose, and disposition of any fee described by Subsection (a) must be presented in a written report and submitted annually in an open meeting of the board of trustees of the school district. The written report must appear as an agenda item.

The fees paid by Goose Creek CISD to purchasing cooperatives for FY 2010-2011 are:

Texas Association of School Boards (TASB) (BuyBoard) – There is no membership fee. They have a rebate program through which we received \$4,603.64 for the 2008-2009 school year.

Texas Facilities Commission formerly/Texas Building and Procurement Commission (TBPC) – There is an annual fee of \$100 for administrative costs.

Texas Purchasing Consortium – There is an annual \$50.00 consulting fee.

Houston-Galveston Area Council (HGAC) – Although there is no membership fee, they do charge a \$600 processing fee for each purchase order for a vehicle. We have not purchased vehicles from HGAC.

City of Baytown – No administrative or membership fee.



**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**TRUDY E. MASTERS, CPA, CTSBS**  
Director of Purchasing

DATE: AUGUST 5, 2010  
SUBJECT: HOUSE BILL (HB) 273 (Continued)  
PAGE 2 of 2

Harris County Department of Education Cooperative (HCDE) – No administrative or membership fee.

The Cooperative Purchasing Network (TCPN) and Texas Inter-local Purchasing System (TIPS) – TCPN is through Region IV Service Center and TIPS is through the Region VIII Service Center with no administrative or membership fees.

Region 5 Education Service Center - This cooperative requires a membership fee of \$500 yearly.

Purchasing Solutions Alliance (PSA) – This inter-local purchasing agreement is with Brazos Valley Council of Governments and requires no membership fees.

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 9, 2010

**SUBJECT: CONSIDERATION OF CONSULTING SERVICES AGREEMENT – ORGANIZATIONAL HEALTH: DIAGNOSTIC AND DEVELOPMENT CORPORATION**

**RECOMMENDED ACTION:** Approve the consulting service agreement with Organizational Health: Diagnostic and Development Corporation

**RATIONALE:** To provide data collection and analysis that will be utilized to improve the organizational health and effectiveness of administrative units.

**BUDGET PROVISIONS/ACTION REQUIRED:** 2010-2011 Budget

**RESOURCE PERSONNEL:** Dr. Toby York  
Dr. Byron Terrier  
Ms. Suzanne Heinrich



**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**BYRON P. TERRIER, Ed.D.**  
ASSISTANT SUPERINTENDENT  
ADMINISTRATIVE SERVICES

AUGUST 5, 2005

TO: DR. TOBY YORK  
FROM: DR. BYRON TERRIER  
SUBJECT: ORGANIZATIONAL HEALTH INVENTORY

Goals of the Organizational Health Inventory (OHI) are:

- To provide new conceptual tools for leaders and teams.
- To increase application of new and/or existing leadership knowledge.
- To improve leadership effectiveness within and beyond teams.

OHI is an inside out process that is both diagnostic and developmental. The leadership profile generated from OHI provides objective and reliable feedback from work unit members. These data allow you to contrast your district's health with other districts. The district's health and effectiveness can be improved by:

- Changing leader behavior.
- Changing the behavior of work unit members.
- Changing structures within the organization.
- Informing individuals of the "whys" behind management decisions.

We are confident that the OHI will assist Goose Creek CISD improve the overall leadership effectiveness of our administration which will directly impact student achievement.

The approximate cost for the OHI is \$98,818.25 during the 2010-2011 school year.

# GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

## CONSULTING SERVICES CONTRACT

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**THIS CONSULTING SERVICES AGREEMENT** (this "Agreement") is entered into this 6<sup>th</sup> day of August, 2010 by and between Goose Creek CISD, 4544 Interstate 10 East, P.O. Box 30, Baytown, Texas 77522, hereinafter referred to as "District" and Organizational Health: Diagnostic and Development Corporation, P.O. Box 270505, Flower Mound, TX 75027-0505.

**WHEREAS**, Goose Creek CISD desires to hire Organizational Health: Diagnostic and Development Corporation as an independent consultant and Organizational Health: Diagnostic and Development Corporation is agreeable to provide these consultant services;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

**1. Term.**

The term of this agreement shall be from August 6, 2010 until June 30, 2011, unless terminated earlier in accordance with Paragraph 4 of this document.

**2. Services.** (Describe Services to be performed)

To provide diagnostic and development activities for all schools and key central office units. It will include:

- a. Preparing Organizational Health profiles for these administrative units,
- b. Providing an Overview of the data and preparing a report for the superintendent and supervisors,
- c. Conducting Interpretation Conferences for these leaders,
- d. Providing assistance to supervisors in conducting Resource Team Conferences,
- e. Conducting Enhancing Leadership Effectiveness Workshops for principals and six key faculty,
- f. Conducting specialized workshops to meet unique needs of the district,
- g. Modeling specialized interventions in campuses that need special assistance, and
- h. Providing assistance and support for the Superintendent and his staff.

**3. Compensation.** In consideration of the satisfactory performance of the services to be rendered by Organizational Health: Diagnostic and Development Corporation, District agrees to pay upon receipt of invoices for services delivered and to not exceed \$98,818.25.

**4. Termination.** Either party may terminate this Agreement, without cause, upon written notice to the other party. Compensation shall be adjusted and prorated in accordance with the actual terms of this agreement.

**5. Independent Contractor Status.**

Organizational Health: Diagnostic and Development Corporation shall be an independent contractor in all matters related to this Agreement and is not an agent or employee of the District. Organizational Health: Diagnostic and Development Corporation agrees that the District shall have no liability for paying health insurance, life insurance, retirement benefits, social security, employment taxes, unemployment insurance, worker's compensation or any other type of benefit as a result of the services rendered to the District in accordance with this Agreement.

**6. Entire Agreement.**

This agreement constitutes the entire agreement and understanding between the parties with respect to the matters contained in this Agreement, and supersedes all other agreements between and representations by the parties with respect to such matters.

**7. Governing Law.**

This agreement and any performance under this agreement shall be construed and enforced in accordance with, and governed by, the law of the State of Texas.

**IN WITNESS WHEREOF**, the parties have executed and delivered this agreement on the day and year first above written.

"President"

  
\_\_\_\_\_  
Marvin Fairman

"Superintendent"

\_\_\_\_\_  
Toby York

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 9, 2010

**SUBJECT: CONSIDERATION OF ACCEPTANCE OF GRANT FUNDS FOR,  
“PREPARING TO DREAM” FROM HOUSTON A+ CHALLENGE**

**RECOMMENDED ACTION:** Accept grant funds in the amount of \$75,000 from  
Houston A+ Challenge

**RATIONALE:** This grant will cover expenses for public and parent engagement  
related to the “Preparing to Dream” project. This project is an  
initiative to increase post secondary access for underrepresented  
GCCISD students.

**BUDGET PROVISIONS/ACTION REQUIRED:** Budget Amendment

**RESOURCE PERSONNEL:** Dr. Toby York  
Ms. Suzanne Heinrich



**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Suzanne G. Heinrich  
EXECUTIVE DIRECTOR OF SCHOOL ADMINISTRATION**

August 9, 2010

TO: Dr. Toby York  
FROM: Suzanne Heinrich  
SUBJECT: Grant Funds

Houston A+ Challenge has donated \$75,000 to the Goose Creek Consolidated Independent School District for the "Preparing to Dream" project. This is the third year that Goose Creek CISD has participated in this three year grant. These funds will cover expenses for public and parent engagement related to the project. The "Prepare to Dream" project is an initiative to increase post secondary access for underrepresented GCCISD students. I recommend that the Board of Trustees accept this donation from Houston A+ Challenge.

HOUSTON ENDOWMENT INC.  
A PHILANTHROPY ENDOWED BY MR. AND MRS. JESSE H. JONES

RT

ANNA B. LEAL  
Vice President and Grant Director

July 20, 2010

Toby York, Ed.D.  
Superintendent of Schools  
Goose Creek Consolidated Independent School District  
Post Office Box 30  
Baytown, TX 77522

Dear Dr. York:

In accordance with our grant agreement dated August 11, 2008, and your acceptance thereof, enclosed is a check for \$75,000.

As you make use of the grant funds toward implementation of *Preparing to Dream*, an initiative to increase the college-going rate at Goose Creek Consolidated Independent School District, please bear in mind the terms and conditions that apply to this grant. In particular, please note that, pursuant to the grant agreement, a written report on the use of these funds will be due July 31, 2011. If you have any questions, please contact George V. Grainger, Senior Grant Officer, 713-238-8155.

Sincerely,



Anna B. Leal

ABL:hg  
Enclosure

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 9, 2010

**SUBJECT: CONSIDERATION OF BUDGET AMENDMENTS**

**RECOMMENDED ACTION:** Approve Amendments No. 30 and 31 as stated in Section 23.47 of the Texas Education Code and reflect the amendments in the official minutes of the Board of Trustees.

**RATIONALE:** Detailed information and account numbers are reflected in the following pages.

**BUDGET PROVISIONS / ACTION REQUIRED:** Amend the 2009-2010 Budget

**RESOURCE PERSONNEL:** Dr. Toby York  
Mr. Pete Pape

**Goose Creek Consolidated Independent School District  
Estimated Total General Fund Balance  
As of August 9, 2010**

<b>Audited General Fund Balance as of August 31, 2009 (net of inventory and prepaid items)</b>	<b>\$64,607,044</b>
General Fund Balance Designations at August 31, 2009:	
Disaster Recovery	<u>(\$5,500,000)</u> <u>(\$5,500,000)</u>
<b>Adjusted Audited Unreserved General Fund Balance as of September 1, 2009</b>	<b><u>59,107,044</u></b>
<b><u>Fund Balance Budget Amendments</u></b>	
09/14/09 #1 Building Improvements - MOTS Parking	(490,573)
09/14/09 #2 Security Deposit and Rent for New Warehouse Facility	(105,000)
09/14/09 #4 West Town/Pumphrey Relocation	(1,780,578)
09/28/09 #5 Demolition of Lindberg Warehouse	(200,000)
10/26/09 #6 School-Based Clinic Installation	(121,200)
10/26/09 #7 Construction Activities Due To West Town Closing	(6,742,694)
10/26/09 #10 Roll-forward Purchase Orders from 2008-2009	(1,998,885)
11/09/09 #11 Land Acquisition - Former Hasty Storage Facility	(1,540,000)
12/14/09 #15 Land Acquisition - 4.82 Acres on Bayway Drive	(500,000)
01/11/10 #16 Rental of Property for School Community Guidance Center	(74,600)
03/29/10 #21 Operating Transfer In from Self-Funded Health Insurance	770,438
05/24/10 #26 Facilities Condition Assessment and Pre-Bond Planning	(655,046)
<b>Total Change in Fund Balance</b>	<b><u>(\$13,438,138)</u></b>
<b>Current Estimated General Fund Balance</b>	<b><u>\$45,668,906</u></b>

BUDGET AMENDMENT

Amendment No. 30  
General Fund  
Fund No. 199  
Local Maintenance Fund

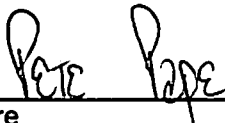
REVENUE INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-00-5748-00-000-0-99-000	Revenue - Sale of Equipment	<u>\$ 21,410</u>	<u>\$ 7,154</u>	<u>\$ 28,564</u>

APPROPRIATIONS INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-51-6639-00-913-0-99-670	Equipment > \$5k per Item	<u>\$ 17,941</u>	<u>\$ 7,154</u>	<u>\$ 25,095</u>

This amendment to increase estimated revenues and appropriations \$7,154 in a General Fund is requested by Pete Pape, Chief Financial Officer, to incorporate into the district's books and records auction proceeds.



\_\_\_\_\_  
Signature

**BUDGET AMENDMENT**

Amendment No. 31  
General Fund  
Fund No. 199  
Local Maintenance Fund

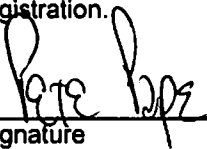
REVENUE INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-00-5736-00-699-0-99-000	Revenue - Summer School	<u>\$ 40,000</u>	<u>\$ 50,000</u>	<u>\$ 90,000</u>

APPROPRIATIONS INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-11-6117-00-699-0-25-000	Professional Pay - Bilingual Teachers	\$ 60,000	\$ 35,859	\$ 95,859
199-11-6117-00-699-0-30-369	Professional Pay - High School Teachers	120,000	14,141	134,141
	TOTAL	<u>\$180,000</u>	<u>\$ 50,000</u>	<u>\$230,000</u>

This amendment to increase estimated revenues and appropriations \$50,000 in a General Fund is requested by Pete Pape, Chief Financial Officer, to incorporate into the district's books and records funds collected for summer school registration.

  
\_\_\_\_\_  
Signature

**FUTURE BOARD AGENDA ITEMS,  
BOARD TRAINING,  
BOARD MEETINGS**

**C L O S E D   M E E T I N G**

**INSTRUCTIONS FOR BOARD PRESIDENT  
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
Baytown, Texas**

**Recess into Closed Meeting**

**Board President:**     This Board will now recess into a Closed Session pursuant to the following sections of the Texas Open Meetings Act:

Texas Government Code Section:

- 551.071     Private consultation with the Board's attorney.**
- 551.072     Discussing purchase, exchange, lease, or value of real property.**
- 551.073     Discussing negotiated contracts for prospective gifts or donations.**
- 551.074     Discussing personnel or to hear complaints against personnel.**
- 551.075     To confer with employees of the school district to receive information or to ask questions.
- 551.076     Considering the deployment, specific occasions for, or implementation of, security personnel or devices.
- 551.082     Considering the discipline of a public school child, or complaints or charges against personnel.
- 551.083     Considering the standards, guidelines, terms, or conditions the Board will follow, or will instruct its representatives to follow, in consultation with representatives of employee groups.
- 551.084     Excluding witnesses from a hearing.

**NO ACTION WILL BE TAKEN WHILE THE BOARD IS IN CLOSED MEETING.**

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 9, 2010

**SUBJECT: CONSIDERATION OF CONTRACT FOR THE ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) PROGRAM**

**RECOMMENDED ACTION:** Approve the contract and the payment of membership/license fees/training/materials for the Advancement Via Individual Determination (AVID) program at Goose Creek Memorial High School, Robert E. Lee High School, Ross S. Sterling High School, Impact ECHS at Lee College and Horace Mann Junior School.

**RATIONALE:** This program will provide participants with skills to insure their success in college preparatory courses.

**BUDGET PROVISIONS/ACTION REQUIRED:** Special Revenue Fund  
High School Allotment

**RESOURCE PERSONNEL:** Dr. Toby York  
Ms. Suzanne Heinrich  
Mrs. LeRonda Lockhart



**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Suzanne G. Heinrich  
EXECUTIVE DIRECTOR OF SCHOOL ADMINISTRATION**

August 9, 2010

TO: Dr. Toby York  
FROM: Suzanne G. Heinrich  
SUBJECT: AVID Contracts

I am recommending the approval of the Advancement via Individual Determination (AVID) contract renewals for Goose Creek Memorial High School, Robert E. Lee High School, Ross S. Sterling High School, Impact ECHS and Horace Mann Junior. The AVID program has been highly successful at promoting a college going culture for students from traditionally underrepresented families.

The licenses are \$3200 per campus for at total of \$16,000.

Goose Creek Consolidated Independent School District must send campus site teams to summer training at a cost of \$2680 for each team. The district will also cover substance and transportation cost for the training participants.

/ck

# AVID® IMPLEMENTATION AGREEMENT

This AVID Implementation Agreement ("Agreement") for AVID membership, materials, and training is entered into by and between the AVID Center, a California non-profit corporation ("AVID Center") and the public school system named in Attachment A ("School System").

## **Article I. AVID Membership Benefits**

### 1.1 AVID Mission and Purpose:

AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society.

AVID Center is a non-profit corporation formed to strengthen and support the AVID community through: a focus on the implementation of the AVID Eleven Essentials to assure quality; national leadership in education; innovation through current research; and service to schools nationally and internationally with quality and depth.

In articulating AVID districtwide, School System develops and incorporates a multi-year plan to support, expand and maintain quality AVID programs at all levels—elementary, middle, high if applicable.

### 1.2 AVID Membership:

AVID members are School Systems who sign this Agreement and their school sites listed in Attachment A as implementing the AVID program. Annual membership runs concurrently with the Term of this Agreement. AVID membership is considered honorary and not statutory per non-profit law.

### 1.3 AVID Program and Materials:

Membership entitles School System to implement the AVID program only at the school sites listed in Attachment A and to use the licensed AVID trademarks, libraries and student materials for the School System's AVID program pursuant to the provisions of this Agreement.

1.4 AVID Center Support:

AVID Center agrees to provide support to School System through AVID Center's national and/or division offices. Support from AVID Center's national and/or divisional offices includes:

- training for the AVID site team(s) and AVID elective teacher(s) through Summer Institute,
- training for the District Director through the two-year AVID District Leadership Training (ADL) program,
- training the District Director in the ADL sessions, divisional/state meetings and at Summer Institute to review the quality of implementation at each AVID site through the Certification process,
- AVID Center technical assistance for the District Director,
- coordination with School System's District Director to collect, report, and analyze data from AVID schools,
- ongoing AVID program development through various divisional workshops,
- permission to use the AVID Trademarks in certain circumstances beyond the scope of the limited licensed uses described in Section 4.2 below,
- electronic newsletters and access, to the resources available through the password-protected MyAVID area of AVID Center's website,
- an AVID yearbook and ACCESS academic journals for School System and each school site listed in Attachment A, and
- assistance in disseminating information about the AVID program to potential new AVID middle school and high school sites within School System.

1.5 AVID Reports:

AVID Center agrees to provide School System with reports on AVID program data collected in School System and internationally.

1.6 AVID Summer Institute:

Only a member School System and its listed AVID sites may attend Implementation strands at AVID Summer Institutes. Planning districts and sites may attend all other strands.

1.7 Licensing Benefits:

Membership includes a license to use the AVID Trademarks to promote School System's implementation of the AVID program, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials at the school sites listed as implementing in Attachment A for educational purposes relating to the AVID program, all pursuant to the provisions of this Agreement. Licensing runs concurrently with the Term of this Agreement.

1.8 Annual Membership/License Fee:

School System agrees to pay AVID Center an annual membership/license fee according to the pricing schedule set forth in Attachment A.

**Article II. School System Responsibilities**

2.1 AVID Methods:

School System agrees to implement the AVID program according to the program guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks and program materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. School System will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. School System will not materially deviate from the AVID Methodologies without the prior written consent of AVID Center Executive Director.

2.2 Student Selection:

School System agrees to select students for the AVID program in accordance with the selection criteria established in the AVID Eleven Essentials, as the same may be modified and/or updated by AVID from time to time at AVID's sole discretion.

2.3 Qualified Staff:

School System agrees to maintain, at its expense, at least one AVID District Director. The District Director will enroll in and complete or have previously received the two year AVID District Leadership (ADL) training. School System also agrees to pay the ADL training, materials and support cost ("AVID District Professional Service Fee") set forth in Attachment A for its District Director(s). AVID District Director responsibilities are listed in Article III below. School System will ensure that its District Director(s) comply with all of the provisions of Article III below.

2.4 Staff Training:

School System agrees to provide, at its expense, ongoing training for AVID school site coordinators and AVID site teams. School System agrees to conduct AVID staff development for AVID schools in the School System based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for staff development sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agenda provided in the AVID District Leadership training materials, and on the content areas related to educational reform initiatives in public schools in School System's state.

In addition, School System agrees to ensure that each site in their initial year of implementing the AVID program and listed as "(new)" on Attachment A send a team of eight (8) members to an AVID Center sanctioned Summer Institute. AVID Center strongly recommends second year sites send teams of at least five (5) members and encourages schools to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of the AVID program at their sites. School System is also responsible for each of its AVID school sites' compliance with this Agreement.

2.5 Data Collection:

On at least an annual basis, according to the timeline established by AVID Center, School System shall collect the program data pertaining to student demographics, course enrollment, program characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. School System shall also submit such individual student academic and disciplinary data concerning AVID program participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by School System as "privileged" or "confidential" before School System delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for program reporting purposes. School System reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Paragraph 2.5 in a manner that would violate, or cause School System to violate, any applicable provision of FERPA.

2.6 AVID Libraries:

School System agrees to purchase at least one (1) complete AVID Curriculum Library for each high school and middle school listed as "(new)" in Attachment A prior to each site's initial implementation of AVID. AVID Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use those AVID libraries only at one of the specific school sites listed in Attachment A for which the materials were originally purchased. AVID libraries are non-transferable. School System and its individual AVID school sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

2.6a AVID Curriculum Shipment(s):

AVID Center will ship curriculum libraries and/or packages once materials have been produced and in accordance with the delivery date requested by School System as indicated on Attachment A as the "Requested Delivery Date". The School System confirms that this date reflects the best time for receipt of shipment. School System should allow a week on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement. The Requested Delivery Date is provided for School System's convenience only. AVID Center's collection and School System's provision of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. School System agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials.

**Article III. AVID District Director**

3.1 Role of the AVID District Director:

In order to disseminate the AVID program effectively and to build strong District AVID programs, AVID Center coordinates training and networking of district leaders known as AVID District Directors. The primary role of the AVID District Director is to coordinate support for AVID programs. These individuals accept responsibility for ensuring the implementation of AVID program components according to the AVID Methodologies and for facilitating the development of site conditions that ensure effective AVID program implementation. AVID District Directors attend four (4) sequential AVID District Leadership trainings (ADL) in various locations to be announced throughout a two-year period. Included in ADL Sessions 1-4 are site visits to AVID schools and curriculum which develop district and regional capacity to deepen existing programs, build new programs, and provide ongoing support and staff development to AVID programs and coordinators.

3.2 Time Allocation for the AVID District Director:

The ability of the District Director to plan and conduct AVID activities is impacted by what proportion of the Director's job responsibilities is designated for the AVID program. For school systems with five (5) or more AVID school sites, AVID Center recommends that a substantial portion of the District Director's time be allocated to AVID oversight. AVID Center recommends that full-time allocation or multiple District Directors be considered for rural districts with ten (10) or more AVID school sites, and for urban or suburban districts with twenty (20) or more AVID school sites.

3.3 Staff Development:

The District Director coordinates workshops for AVID coordinators, training for AVID tutors, site team conference(s) for AVID site teams, and site team participation in the AVID sanctioned Summer Institute(s).

3.4 Technical Support to Sites:

The District Director periodically visits each AVID school site at minimum, once per academic quarter. A site visit includes AVID classroom observation and coaching of the AVID coordinator, observation of subject area teachers who have participated in AVID staff development, meeting with the AVID site team to facilitate progress towards goals identified in the Site Team Plan, and meeting with the principal to promote administrative support for and institutionalization of the AVID program.

3.5 Data Collection and Research:

The District Director coordinates the collection of data as requested by the national AVID Center, and uses resources within the School System or region, as available, in order to monitor progress and success of regional AVID programs.

3.6 Building a Structure of Support:

The District Director coordinates the establishment of an AVID District team or advisory group that is made up of top level district administration, site-level representation and representatives from local post-secondary institutions. The AVID District team or advisory group ensures the implementation and fidelity of the AVID system and collaborates on issues regarding student access to and success in rigorous college preparatory courses.

3.7 Outreach:

The District Director responds to inquiries from his or her community regarding AVID program dissemination by providing information sessions and program publicity.

3.8 Partnerships with Postsecondary Institutions:

The District Director works with college and university staff to coordinate student outreach, tutor employment, AVID summer bridge programs, and support for AVID students enrolling at the postsecondary institutions.

3.9 Special Events:

The District Director facilitates AVID events (e.g., AVID student writing contest, AVID student conference, AVID family conference).

3.10 Partnership with AVID Center:

The District Director coordinates communication with AVID Center regarding contracts for consultant services, technical assistance for district or regional planning, and the AVID certification process. The District Director also maintains open communication and collaboration with AVID Center by mailing information about regional AVID program activities, by participating in AVID conferences, by networking via phone/ FAX/ e-mail, by contributing to the AVID international academic journal, etc.

3.11 AVID District Leadership Training:

Four (4) ADL Sessions are designed to prepare and support the AVID District Director. The four sessions are taken in sequential order over a two year period at various facilities throughout the country. Upon completion of all four (4) sessions, AVID District Directors become certified by AVID as District Directors and continue their training by attending ongoing national, divisional, or state AVID Center meetings.

**Article IV. Licenses and Proprietary Rights**

4.1 Copyright License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable, license, without the right to sublicense, to use the AVID Materials and the AVID Methodologies solely to implement the AVID program at the specific school sites listed in Attachment A, and for no other purpose. School System and its individual school sites will not photocopy, reproduce or otherwise duplicate all or any part of the AVID Materials or AVID methodologies without AVID Center's prior written consent, except as required to implement the AVID program at the individual school sites listed on Attachment A or except as required to otherwise perform School System's obligations under this Agreement. School System and its individual school sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. School System also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement the AVID program under the provisions of this Agreement. School System will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than a specific school site for which such materials were originally licensed. In addition, School System and its individual school sites agree not to sell, sublicense, transfer, lease, give away, disclose, distribute or otherwise dispose of any of the AVID Materials or AVID Methodologies to any third person or entity at any time.

4.2 Trademark License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID® and AVID®™ trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by School System or the individual school sites listed in Attachment A in order to promote and implement the AVID program at the specific school sites listed in Attachment A. School System agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. School System agrees that it or its individual school sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. School System further acknowledges and agrees that it and its individual school sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. School System cannot use the AVID Trademarks for any educational or other program other than to implement the AVID program at the school sites listed in Attachment A consistent with the above license. School System and its individual school sites will always use the proprietary symbols ® or ™ immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If School System or its individual school sites desire to use or place the AVID Trademarks on any products, things or other merchandising items in order to promote the AVID program, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article IV.

4.3 Rights Reserved:

Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to School System shall be reserved and remain always with AVID Center.

4.4 Property Rights:

The parties agree that except to the limited extent expressly set forth in Paragraphs 4.1 and 4.2 above, AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto (“Intellectual Property Rights”). School System shall not challenge, contest or otherwise impair AVID Center’s ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center’s applications or registrations thereof, or the validity or enforceability of AVID Center’s Intellectual Property Rights related thereto. School System also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

4.5 Enforcement:

The parties agree that except to the limited extent expressly set forth in Paragraphs 4.1 and 4.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event School System breaches any material provision of Article IV. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against School System, in addition to any other remedies available to AVID Center, for School System’s breach of any provision of this Agreement.

4.6 Proprietary Notices:

School System agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

4.7 Infringement:

School System agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center’s rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. School System agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

4.8 Compliance with Laws:

School System agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over School System and its educational programs.

**Article V. Quality Control Procedures**

5.1 Quality Standards:

To ensure the successful implementation of the AVID program, School System agrees to comply with the quality standards described in the AVID Materials and in the AVID training sessions or otherwise established by AVID Center from time to time (collectively "AVID Quality Standards").

5.2 Annual Certification:

School System agrees to participate in AVID Center's annual program certification process whereby each AVID school site completes a self-study that is certified by School System's AVID District Director. AVID Center will train School System's AVID District Director in the certification process and will provide consultation and review. School System will forward the results of this annual certification to AVID Center in a timely fashion. AVID Center will make the final determination of each school site's certification status.

5.3 AVID Quality Assurances:

AVID Center has the right in its sole discretion to review School System's compliance with the AVID Quality Standards, including without limitation the annual certification process described above. The Certification process provides a two-year timeline to encourage program improvement, if necessary, in individual schools. If as part of the Annual Certification process or otherwise AVID Center suggests certain changes be made to School System's AVID program, School System agrees to implement such changes. As per Certification guidelines, AVID school sites that do not meet the AVID Quality Standards or do not implement AVID Center's suggested changes may be designated "affiliate" schools. AVID school sites and/or school districts which do not meet the AVID Quality Standards or do not implement AVID Center's suggested changes for multiple years may be asked to discontinue the AVID program at the end of a school year.

**Article VI. Period of Agreement**

6.1 Term:

The Term of this Agreement shall be as set forth in Attachment A unless earlier terminated as provided herein ("Term").

6.2 Cessation of AVID Program:

AVID Center requests that if School System determines that it will permanently cease using or implementing the AVID program in the School System at the end of the school year, the School System must notify AVID Center in writing by May 31 of that year. AVID Center retains the right to verify that any School System which conducted the AVID program in prior years but has indicated it is discontinuing or has discontinued the AVID program has: (a) ceased to offer the AVID elective class at the subject school site(s), (b) ceased any further use of the AVID Materials and AVID Methodologies, and (c) ceased any further use or display of the AVID Trademarks.

**Article VII. Compensation**

7.1 Payment Schedule:

School System agrees to pay AVID Center for membership/license fees, AVID Materials, training and other services according to the fee schedule detailed in Attachment A. AVID Center will invoice School System, and payments are due within 30 days from receipt of invoice.

**Article VIII. Status of Parties**

8.1 Independent Contractors:

AVID Center and School System are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

**Article IX. Authority**

9.1 AVID Center Warranty:

AVID Center warrants that the person signing this Agreement is authorized per AVID Center bylaws to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement. AVID Center warrants that it is a 501(c)(3) non-profit educational corporation and the developer and sole source distributor of the AVID program.

9.2 School System Warranty:

School System warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of School System warrants that he or she has the authority to enter into this Agreement on behalf of School System and to bind School System to perform all of its obligations under this Agreement.

**Article X. Termination**

10.1 Termination for Cause:

Subject to the last sentence of this Paragraph 10.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement (including, but not limited to, School System being materially out of compliance with the intellectual property licenses and related provisions of this Agreement, or with the AVID Quality Standards) and (i) fails to cure that breach within thirty (30) days (or ten (10) days in the case of a breach involving the nonpayment of fees) of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by School System that is not cured as described above, AVID Center shall have the right to terminate School System's right to conduct all or part of the AVID program at one or more specific school sites, by giving written notice to School System of the sites and programs so terminated, without terminating this Agreement with respect to the other programs and school site(s) subject to this Agreement. Any termination under this Paragraph 10.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any breach by School System of any of the provisions of Article IV shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon the breach by School System of its obligations under Article IV.

10.2 Other Terminations:

Notwithstanding Paragraph 10.1 above, either party may terminate this Agreement: (a) immediately upon the bankruptcy, dissolution, or insolvency of the other party, or (b) upon thirty (30) days prior written notice to the other party.

10.3 Cessation of Use:

Upon termination or expiration of this Agreement: (a) the licenses in Article IV shall automatically terminate and revert to AVID Center, (b) School System shall thereafter immediately discontinue the AVID program in all of its school sites, and cease using the AVID Materials, AVID Methodologies or the AVID Trademarks in any way, and (c) School System shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

10.4 Cumulative Remedies:

All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 4.3, 4.4, 4.5, 4.6, 7.1 and all of the provisions of Articles X and XI shall survive the termination or expiration of this Agreement.

**Article XI. General Provisions**

11.1 Governing Law and Venue: Term intentionally deleted by mutual consent of School System and AVID Center.

11.2 Entire Agreement:

All Attachments to this Agreement are fully incorporated herein. This Agreement, including Attachments, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

11.3 Limitation of Liability: Term intentionally deleted by mutual consent of School System and AVID Center.

11.4 Severability:

If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

11.5 Attorney's Fees:

In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, in addition to other relief to which it is entitled.

11.6 Assignment:

Neither party shall have right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof.

11.7 Notice:

All notices, requests or other communications under this Agreement shall be in writing, and shall be sent to the designated representatives of the parties at the addresses set forth below their signatures on this Agreement or in Attachment A, and shall be deemed to have been duly given on the date of service if sent by facsimile (provided a hard copy is sent in one of the manners specified herein), or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.

11.8 Counterparts:

This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

11.9 Waiver:

The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

11.10 Facsimile and Electronic Signatures:

The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the original signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates opposite their signatures, but such dates shall not alter the Term of this Agreement as specified in Attachment A

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

Goose Creek Consolidated Independent  
School District  
TX

\_\_\_\_\_  
Signature: AVID Center Authorized

\_\_\_\_\_  
Signature: Superintendent or Designee

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title of Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AVID Center  
9246 Lightwave Avenue, Suite 200  
San Diego, CA 92123  
Employer ID # 33-0522594



Attachment A

AVID Site Membership, Materials and Fee Schedule:

**1. School System:**

Legal Name of Entity: Goose Creek Consolidated Independent School District  
Federal Employer ID #: 74-6000251  
District NCES #: 4821150

**2. Term of Agreement:** July 1, 2010 to June 30, 2011

**3. Agreement Processing and Billing Procedures:**

AVID Center will invoice per this Agreement upon the execution date. The AVID membership/license fee, AVID Curriculum Libraries and AVID District Leadership Training (ADL) are non-refundable and not subject to pro-rating.

Contact for Contracts: LeRonda Lockhart  
Title: District Director  
District Name: Goose Creek Consolidated Independent School District  
Business Address: 300 YMCA Drive  
City, State, Zip Code, Country: Baytown, TX, 77521, USA  
Telephone: 281-420-3082  
Facsimile: 281-420-4553  
E-Mail: leronda.lockhart@gccisd.net

**4. District Director:**

AVID District Director (DD): LeRonda Lockhart  
Title: District Director  
District Name: Goose Creek Consolidated Independent School District  
Business Address: 300 YMCA Drive  
City, State, Zip Code, Country: Baytown, TX, 77521, USA  
Telephone: 281-420-3082  
Facsimile: 281-420-4553  
E-mail: leronda.lockhart@gccisd.net

**5. AVID Member Schools:**

School System will offer the AVID program in five (5) total school(s) during the 2010 - 2011 school year.

<b>School Name</b>	<b>Grades AVID Program Implemented</b>	<b>Program Name</b>	<b>Site Status</b>
Early College High School	9, 10, 11, 12	Secondary	New
Goose Creek Memorial High School	9, 10, 11	Secondary	Existing
Horace Mann Junior High School	8	Secondary	Existing
Robert E. Lee High School	9, 10, 11, 12	Secondary	Existing
Ross S. Sterling High School	9, 10, 11, 12	Secondary	Existing

**Subtotal Schools**

Secondary	5
Total Schools:	5

**6. AVID Membership:**

School System agrees to pay an annual membership/license fee to AVID Center according to the following international schedule based on the total number of schools in School System's AVID Program. AVID Center reserves the right to escalate Membership fees in future years by national cost of living or consumer price indices.

<b># of Schools</b>	<b>AVID Secondary Membership/License Fee per School Site</b>
1 to 9	\$3,100.00
10 to 19	\$2,830.00
20 to 29	\$2,575.00
30 to 39	\$1,950.00
40 to 59	\$1,820.00
60 to 79	\$1,820.00
80 to 99	\$1,690.00
100 to 119	\$1,690.00
120 to 159	\$1,405.00
above 159	\$1,205.00

Five (5) Secondary school(s) x \$3,100.00 =

\$15,500.00

**7. AVID Curriculum Libraries:**

The AVID site coordinator, subject area teachers, and students at each new AVID site benefit from the classroom strategies and activities provided in the AVID Curriculum Library. The AVID Curriculum Library consists of a full set of high school or middle school AVID publications, including student workbooks and CDs.

One (1) High School Library(ies) X \$4,820 =	\$4,820.00
Shipping @ 9.00% (UPS Ground) =	\$433.80
Total Cost	\$5,253.80

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

**Shipping Address:**


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Requested Delivery Date:	August 02, 2010
Attn:	Karen Smithson
Location (school or district):	Early College High School
Address:	200 Lee Drive
City, State, Zip Code, Country:	Baytown, TX, 77520, USA
Telephone:	281-420-4800
Curriculum Requesting:	High (1)

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**8. Summer Institute:**

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

The cost for Summer Institute regular registration is \$745.00 per participant. In exchange for School System signing and returning this Agreement on or before May 3, 2010, AVID Center will honor the discounted early bird registration fee of \$670.00 per participant. If School System signs and returns this Agreement after May 3, 2010, but before the respective Late Fee Start Date, the regular registration rate will apply. If School System has not signed and returned this Agreement on or before the respective Late Fee Start Date, the fee will increase from the regular cost of \$745.00 and an additional late fee of \$100.00 will be applied to all participants who attend the Summer Institute(s). School System understands that travel, lodging, and per diem costs are not included in the price of the registration fee.

For Summer Institute attendance arranged through this Agreement, AVID Center will invoice after July 1, 2010, unless earlier billing is requested in writing by School System and School System provides a separate purchase order. AVID Center will offer an incentive of one complimentary registration for all secondary sites listed as "existing" in the AVID Member Schools section of Attachment A that sends a full site team of five (5) participants to the 5-day strands at the Summer Institute. Secondary sites listed as "new" in the AVID Member Schools section of Attachment A are not eligible for an incentive.

**Summer Institute Schedule:**

<b>Date of SI</b>	<b>Late Fee Start Date</b>	<b>Institute Location</b>
June 21-25, 2010	May 31, 2010	Dallas 1 Summer Institute - TX
June 28-July 2, 2010	June 7, 2010	Dallas 2 Summer Institute – TX
July 12-16, 2010	June 21, 2010	Sacramento Summer Institute – CA
July 12-16, 2010	June 21, 2010	Atlanta Summer Institute – GA
July 18-22, 2010	June 28, 2010	Orlando Summer Institute - FL
July 26-30, 2010	July 6, 2010	Chicago Summer Institute - IL
July 26-30, 2010	July 6, 2010	San Diego 1 Summer Institute - CA
August 2-6, 2010	July 12, 2010	San Diego 2 Summer Institute - CA

**2010 Summer Institute Fee Schedule:**

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**Regular Registration**

Early College High School: 1 Secondary site team X 8 member(s) x \$745 =	\$5,960.00
Total Cost if signed between May 4 and late fee start date =	\$5,960.00

**9. AVID District Professional Service Fee:**

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

1. AVID National Office & Divisional Support - AVID Center will provide support from our national office, divisional offices, state offices and independent consultants. This support will consist of phone calls, e-mails, and district visits at the discretion of AVID Center. Additional consultant support may be purchased separately at the request of the School System.
2. Summer Institute - District Directors who assist their sites with AVID site team facilitation at the AVID Summer Institute will attend and receive Summer Institute training on a complimentary basis.
3. AVID District Leadership Training – ADL training is for one district level person and takes place over two years. ADL includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the District Director, and learning about our online resources, data collection, certification, and continued professional development.

**District Director(s)**

LeRonda Lockhart :

**ADL Training Status**

Completed ADL Training

**ADL Training Schedule:**

	<b>Training Level</b>	<b>Time</b>
<b>Year 1:</b>	Summer Institute	1 week, summer
	Session 1	3 1/2 days, fall
	Session 2	2 1/2 days, spring
<b>Year 2:</b>	Summer Institute	1 week, summer
	Session 3	3 1/2 days, fall
	Session 4	2 1/2 days, spring
	Summer Institute	1 week, summer

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

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

LeRonda Lockhart:

No Charge

**TOTAL 2010-2011 IMPLEMENTATION COST**

**\$26,713.80**

## SCHOOL BOARD AGENDA ITEM SUMMARY

August 9, 2010

**SUBJECT: CONSIDERATION OF PERSONNEL ACTION**

**RECOMMENDED ACTION:** Approve ten (10) elections subject to assignment and place on teacher hiring placement scale; approve five (5) resignations.

**RATIONALE:** Fill vacancies for the 2010-2011 school year and accommodate employees' request to resign.

**BUDGET PROVISIONS/ACTION REQUIRED:** Not applicable

**RESOURCE PERSONNEL:** Dr. Toby York  
Dr. Byron Terrier

/jr

# GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Office of the Superintendent

Baytown, Texas

August 9, 2010

## ELECTIONS

1. **Jamie Baccus**, teacher, assigned to Ross S. Sterling High School.

A. High School Attended	Ross S. Sterling High School
B. Degrees Conferred	BA – Southwestern University MA – University of Phoenix
C. Hours in Teaching Areas	Spanish – 56; Elementary – 24
D. Grades	Excellent
E. Experience	None
F. Certification	Standard Spanish 6-12, Generalist 4-8
G. Interviewers	Dr. B. Cannariato, D. Beck

2. **Jeffery Ceasar**, teacher-coach, assigned to Robert E. Lee High School.

A. High School Attended	Lake Charles-Boston High School, LA
B. Degree Conferred	BS – Grambling State University
C. Hours in Teaching Areas	Special Education – 56
D. Grades	Good
E. Experience	12 years
F. Certification	Standard Special Ed EC-12
G. Interviewers	Dr. B. Cannariato, B. Davis

3. **Scott DeMarco**, teacher-coach, assigned to Robert E. Lee High School.

A. High School Attended	Sweeny High School
B. Degree Conferred	BS – SHSU
C. Hours in Teaching Areas	Social Studies – 59
D. Grades	Good
E. Experience	10 years
F. Certification	Standard Social Studies Composite 6-12
G. Interviewers	Dr. B. Cannariato, B. Davis

4. **Ellen Lachney**, teacher, assigned to Ross S. Sterling High School.

A. High School Attended	South Cobb High School, GA
B. Degrees Conferred	BS – Auburn University, MS – UHCL
C. Hours in Teaching Areas	Math – 56
D. Grades	Good
E. Experience	8 years
F. Certification	Standard Math 6-12
G. Interviewers	Dr. B. Cannariato, D. Beck

5. **Kimberly Loner**, teacher, assigned to Austin Elementary School School.

A. High School Attended	Clear Lake High School
B. Degree Conferred	BS – UHCL
C. Hours in Teaching Areas	Elementary – 68; Special Ed – 24
D. Grades	Good
E. Experience	2 years
F. Certification	Standard Generalist 4-8, EC-4, Special Ed EC-12
G. Interviewers	S. Moore-Fontenot, L. Smith

6. **Thelma Massengale**, teacher, assigned to Highlands Junior School.

A. High School Attended	Ross S. Sterling High School
B. Degree Conferred	BS – Lamar University
C. Hours in Teaching Areas	Special Education – 24; Technology – 18 Elementary – 24
D. Grades	Good
E. Experience	None
F. Certification	Standard Special Ed EC-12, Generalist 4-8 Technology Applications EC-12
G. Interviewers	S. Moore-Fontenot, K. Foxworth

7. **Rebecca Nations**, teacher, assigned to Harlem Elementary School.

A. High School Attended	Ross S. Sterling High School
B. Degree Conferred	BS – Park University
C. Hours in Teaching Areas	Elementary – 56
D. Grades	Excellent
E. Experience	None
F. Certification	Standard Generalist 4-8
G. Honors	Cum Laude
H. Interviewers	S. Moore-Fontenot, M. Warford

8. **Daniel Ragsdale**, teacher-coach, assigned to Ross S. Sterling High School.

A. High School Attended	Jacksonville High School
B. Degree Conferred	BS – Wiley College
C. Hours in Teaching Areas	Social Studies – 56; Special Education – 24
D. Grades	Good
E. Experience	9 years
F. Certification	Standard Social Studies Composite 6-12 Special Ed EC-12
G. Interviewers	Dr. B. Cannariato, D. Beck

9. **Janie Santos**, teacher, assigned to Bowie Elementary School.

- |                            |  |
|----------------------------|--|
| A. High School Attended    | Ross S. Sterling High School               |
| B. Degree Conferred        | BS – UHCL                                  |
| C. Hours in Teaching Areas | Elementary – 36; Bilingual – 24            |
| D. Grades                  | Excellent                                  |
| E. Experience              | None                                       |
| F. Certification           | Standard Bilingual Generalist-Spanish EC-4 |
| G. Interviewers            | S. Moore-Fontenot, G. McKay                |

10. **Shelby Slay**, teacher-coach, assigned to Ross S. Sterling High School.

- |                            |                               |
|----------------------------|-------------------------------|
| A. High School Attended    | Ross S. Sterling High School  |
| B. Degree Conferred        | BS – Arizona State University |
| C. Hours in Teaching Areas | Speech – 56                   |
| D. Grades                  | Good                          |
| E. Experience              | None                          |
| F. Certification           | Standard Speech 8-12          |
| G. Interviewers            | Dr. B. Cannariato, D. Beck    |

**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

Office of the Superintendent  
Baytown, Texas

August 9, 2010

**RESIGNATIONS**

1. **Carol Hagen**, English teacher at Robert E. Lee High School, resigned July 26, 2010. Ms. Hagen accepted a position with the United Arab Emirates.
2. **Randall Haney**, social studies teacher at Ross S. Sterling High School, resigned effective July 21, 2010. Mr. Haney accepted a position with the United Arab Emirates.
3. **Manuel Noguez**, Spanish teacher at Ross S. Sterling High School, resigned effective July 21, 2010. Mr. Noguez resigned for personal reasons.
4. **Beverly Valentino**, music teacher at Travis Elementary School, retired effective August 2, 2010. Mrs. Valentino had been with the district 30 years.
5. **Matthew Wolfford**, history teacher and coach at Robert E. Lee High School, resigned effective July 22, 2010. Mr. Wolfford accepted a varsity coaching position at Humble ISD.

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 9, 2010

**SUBJECT:**           **CONSIDERATION OF ADMINISTRATIVE PERSONNEL**

**RECOMMENDED ACTION:**    Approve Diagnosticians.

**RATIONALE:**            Board approval is required to fill administrative vacancies.

**BUDGET PROVISIONS/ACTION REQUIRED:**        Not applicable

**RESOURCE PERSONNEL:**        Dr. Toby York  
  Dr. Byron Terrier

/jr

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
Office of the Superintendent  
Baytown, Texas

August 9, 2010

**ELECTIONS**

**Danyelle Junot**, as Diagnostician.

- A. Degrees Conferred                      Bachelor of Science and Master of Education  
Lamar University
- B. Certification                              Provisional Elementary  
Provisional Elementary Reading  
Standard Diagnostician
- C. Experience                                3 years – Teacher, Lumberton ISD  
1 year – Diagnostician, Port Arthur ISD  
1 year – Teacher, Port Neches-Groves ISD  
1 year – Teacher, Beaumont ISD  
1 year – Diagnostician Beaumont ISD  
4 years – Diagnostician, Bridge City ISD
- D. Interviewers                              Dr. Byron Terrier, Carmen Figueroa, Lyn Walker

**Angela Raithe**, as Diagnostician.

- A. Degrees Conferred                      Bachelor of Science and Master of Education  
Lamar University
- B. Certification                              Standard Elementary  
Standard Elementary Reading  
Standard Diagnostician
- C. Experience                                6 years – Teacher, Port Arthur ISD  
3 years – Diagnostician, Beaumont ISD
- D. Interviewers                              Dr. Byron Terrier, Carmen Figueroa, Lyn Walker

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 9, 2010

**SUBJECT:**           **CONSIDERATION OF ADMINISTRATIVE PERSONNEL**

**RECOMMENDED ACTION:**    Approve Special Education Coordinator for Campus  
Special Education Services.

**RATIONALE:**           Board approval is required to fill administrative vacancies.

**BUDGET PROVISIONS/ACTION REQUIRED:**       Not applicable

**RESOURCE PERSONNEL:**       Dr. Toby York  
Dr. Byron Terrier

/jr

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
Office of the Superintendent  
Baytown, Texas

August 9, 2010

**ELECTION**

**Tricia Times**, as Special Education Coordinator for Campus Special Education Services.

- |                      |  |
|----------------------|--|
| A. Degrees Conferred | Bachelor of Science and Master of Education<br>Lamar University  |
| B. Certification     | Standard Generic Special Education<br>Standard Diagnostician   |
| C. Experience        | 4 years – Teacher, Port Arthur ISD<br>3 years – Diagnostician, Port Arthur ISD<br>3 years – Diagnostician, Goose Creek CISD<br>1 year – Lead Diagnostician, Goose Creek CISD |
| D. Interviewers      | Dr. Byron Terrier, Dr. Thomas Kelchner,<br>Carmen Figueroa, Norma Picacio-Jones, Laura Smith,<br>Jessica Tracy, Precious Reimonenq   |