



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**DATE, TIME, LOCATION: MONDAY, NOVEMBER 8, 2010, 6:30 PM
REGULAR MEETING OF THE BOARD OF TRUSTEES
ADMINISTRATION BUILDING BOARD ROOM
4544 INTERSTATE 10, BAYTOWN, TEXAS**

AGENDA

1. CALL TO ORDER/DECLARATION OF QUORUM
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 3. Discussion of Purchase, Exchange, Lease, or Value of Real Property

E. Consideration of Personnel Action - Administrative Elections

- | | |
|--|----|
| 1. Principal at Gentry Junior School | 81 |
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7. 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.



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BYRON P. TERRIER, Ed.D.

ASSISTANT SUPERINTENDENT
ADMINISTRATIVE SERVICES

November 8, 2010

TO: DR. TOBY YORK

FROM: DR. BYRON TERRIER

SUBJECT: OPENING EXERCISES FOR NOVEMBER 8, 2010, BOARD MEETING

The opening exercises for the November 8, 2010, Board Meeting will be given by the students of Cedar Bayou Junior School.

The pledges will be led by Xavier Benevides and Savannah Colson.

Sixth grade Choir students will perform songs about autumn and the beauties of this season. The students participating are: Xavier Benevides, Savannah Colson, Conner Hamblin, Hope Hebert, Erika Inman, Reyna Jackson, Christian Lete, JaBrawn May, Justin Nichol, Tara Opelia, Nicole Rangel, Keaton Smith, Yulia Trujillo, Esmerelda Vega, and Mariah Vigier.

The students are under the direction of choir teacher Ms. Jolanta Hoffman and principal Mr. Greg Lynd.

/rn



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BYRON P. TERRIER, Ed.D.
ASSISTANT SUPERINTENDENT
ADMINISTRATIVE SERVICES

November 8, 2010

TO: DR. TOBY YORK
FROM: DR. BYRON TERRIER
SUBJECT: STUDENT RECOGNITION

The following students have received recognition for their nomination to the 2010 session of Bluebonnet Girls State. Bluebonnet Girls State provides participants the opportunity to experience government at all levels. Females in their junior year of high school are nominated by their school faculty, and then interviewed and selected by representatives of the American Legion Auxiliary.

GOOSE CREEK MEMORIAL HIGH SCHOOL

Keely Bertsch Taylor Cook
Lauren DeLuca Brelyn Donato

ROSS S. STERLING HIGH SCHOOL

Brittney Buffum Alyssa Gainer
Kaitlyn Gainer Lauren Gainer

ROBERT E. LEE HIGH SCHOOL

Carlie Arabie Jennifer Epperson
Sierrah Hofstetter Kendra Morrow

The students are under the direction of American Legion Auxiliary representative and retired Goose Creek CISD teacher Mrs. Laura Kellner.

/rn



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BYRON P. TERRIER, Ed.D.
ASSISTANT SUPERINTENDENT
ADMINISTRATIVE SERVICES

November 8, 2010

TO: DR. TOBY YORK
FROM: DR. BYRON TERRIER
SUBJECT: STUDENT RECOGNITION

The following students have received recognition for their nomination to the 2010 session of American Legion Boys State. American Legion Boys State provides participants the opportunity to experience government at all levels. Males in their junior year of high school are nominated by their school faculty and then interviewed and selected by representatives of the American Legion.

GOOSE CREEK MEMORIAL HIGH SCHOOL

Alexander Galvan Alexander Hunt

ROSS S. STERLING HIGH SCHOOL

Dylan Putt Tyler Stafford Cody Wagers

ROBERT E. LEE HIGH SCHOOL

Robert Bennett Malcolm Ruben James Voytek

The students are under the direction of American Legion Post 323 Mr. Garland Huey, Boys State Chairman.

/rn

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

October 25, 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, October 25, 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; Mr. Robert Hoskins;
Mr. Carl Burg; and Mr. Agustin Loreda

ABSENT: Mr. Ken Martin, President

OPENING EXERCISE

The opening exercises for the October 25, 2010, Board Meeting were given by the students of Robert E. Lee High School. The pledges were led by Sarah Cook and James Faucett. Board Secretary Jenice Coffey asked for a Moment of Silence and gave the prayer.

Choir students performed a popular song "Open Arms". The students participating were: Rebecca Banda, Sarah Cook, James Faucett, Vanessa Gracia, Abraham Irias, Kaitlen Lopez, Adam Mendieta, Morgan Riojas, Amie Vollman, and Andrew Young.

The students were under the direction of choir teacher Ms. Kymberly Reeves and principal Mr. Bruce Davis.

RECOGNITIONS AND ACKNOWLEDGEMENTS

STATE HISTORY FAIR RECOGNITION

The following Goose Creek Consolidated Independent School District students won first or second place at Regional History Day competition, and advanced to Texas History Day competition held in Austin, Texas, in May 2010.

BAYTOWN JUNIOR SCHOOL

Historical Paper- "Solar Cells"

Andrew Lord

Andrew was under the direction of Mr. Ovidio Hinojosa.

Individual Documentary- "Alternating Currents"

Meredith Gibson

Meredith was under the direction of Mr. Peter Cushman.

CEDAR BAYOU JUNIOR SCHOOL

Group Documentary- “The Peace Corps: An Army of Good Will”

Caroline Fess **Abby Gregorcyk** **Annie Jones**
Reagan Sharp **Elisabeth Villarreal**

The students were under the direction of Ms. Mary Snellings and Ms. Caren Miller.

Group Exhibit- “The Kevlar Vest: An Innovation in Safety”

David Barrett **Michael Lahowetz**

The students were under the direction of Ms. Lori Austin.

GENTRY JUNIOR SCHOOL

Individual Exhibit- “Travel Revolution – Fast Connection”

Ruchir Pipalia

Ruchir was under the direction of Ms. Toni Rosenbaum.

HORACE MANN JUNIOR SCHOOL

Historical Paper- “Wings Over Our Nation: The Innovation of Fighter Planes”

Jose Mendez

Jose was under the direction of Ms. Ami Leggett and Ms. Suzy Ferrell.

Interpretive Website- “Women’s Suffrage: A Fight for the Right to Vote”

Andrea Garcia

Andrea was under the direction of Ms. Connie Scantlen.

ROBERT E. LEE HIGH SCHOOL

Individual Performance- “Assisted Reproductive Technology”

Miroslava Zendejas

Miroslava was under the direction of Mr. C.A. Shields.

ROSS S. STERLING HIGH SCHOOL

Historical Paper- “Sit Back, Relax, and Enjoy the Show”

Kaitlyn Gainer

Kaitlyn was under the direction of Ms. Donna Britt.

Individual Documentary- “The Rise of the Printed World”

Rebecca Conejo

Rebecca was under the direction of Ms. Maggie Eubanks.

Individual Exhibit- “Frank Lloyd Wright: The Man-The Architect-The Innovator”

Daisy Galvez

Daisy was under the direction of Ms. Donna Britt.

STATE HISTORY FAIR RECOGNITION

The following Goose Creek Consolidated Independent School District students won first or second place at Regional History Day competition, then advanced and placed at Texas History Day competition held in Austin, Texas, in May 2010.

BAYTOWN JUNIOR SCHOOL

Caisey Arnold

Lauren Sparkes

The group received the Distinguished Achievement Award in the category of Group Documentary for “From the Basement of Rutgers to the Breaking of Medical Barriers.” The students were under the direction of Mr. David LaGrange.

CEDAR BAYOU JUNIOR SCHOOL

Allie Guy

Britainy Lovett

Sydney Tindol

Juliana Yolland

The group won third place in the category of Group Performance for “The Search for Truth: How Investigative Journalism Changed America.” The students were under the direction of Ms. Mary Snellings and Ms. Carrie Kinnaman.

GENTRY JUNIOR SCHOOL

Jovonne Ledet

Jovonne received the Oral History Award in the category of Individual Documentary for “Revolution of Handy Evidence.”

Jovonne was under the direction of Ms. Toni Rosenbaum.

HORACE MANN JUNIOR SCHOOL

Richard Echeverria

Richard received the Distinguished Achievement Award in the category of Individual Exhibit for “A Beam of Hope: Transcending Technology through Innovative Light.”

Richard was under the direction of Ms. Ami Leggett and Ms. Suzy Ferrell.

Garrett Barton

Armando Morfin

The group received the Distinguished Achievement Award in the category of Interpretive Website for “Refrigeration: Keeping It Cool.”

The students were under the direction of Ms. Ami Leggett and Ms. Suzy Ferrell.

ROBERT E. LEE HIGH SCHOOL

Iesha Bourne

Paulina Cantu

Serjio Hidalgo

Hillary Hopson

The group received the Distinguished Achievement Award in the category of Group Performance for “Morse Code.”

The students were under the direction of Ms. Rosemary Calico-Hopson.

James Voytek

James received the Distinguished Achievement/Oral History Award in the category of Individual Documentary for “The GI Bill: Preserving America’s Future and Freedom.”

James was under the direction of Mr. C.A. Shields.

ROSS S. STERLING HIGH SCHOOL

Brandon Christopher

Shawn Collins

Clay Matthews

Nygel Wallace

The group received an Honorable Mention in the category of Group Exhibit for “The Atomic Bomb: The Innovation That Caused a Chain Reaction in the World.”

The students were under the direction of Ms. Robin Richards.

Samiah Aulakh

Samiah received the Distinguished Achievement Award in the category of Interpretive Website for “We Stand United: Labor Unions Change the Modern Workplace.”

Samiah was under the direction of Ms. Amy Maddie.

Lindsey Fess

Kristin Murray

Kyle Murray

Alexis Stafford

The group received the Distinguished Achievement Award in the category of Group Performance for “Peace Corps.”

The students were under the direction of Ms. Maggie Eubanks.

Tyler Stafford

Tyler won third place in the category of Individual Performance for “Paul McCartney.”

Tyler was under the direction of Ms. Arlene Hastings-Hill.

ALL HIGH SCHOOLS

Jonathan Guajardo, Ross S. Sterling High School

Jairo Monasterio, Robert E. Lee High School

Jesus Zepeda, Goose Creek Memorial High School

Representing all three high schools, the group received the Distinguished Achievement Award in the category of Group Exhibit for “Public Education.”

The students were under the direction of Ross S. Sterling High School teacher, Ms. Maggie Eubanks.

STATE AND NATIONAL HISTORY DAY RECOGNITION

The following Goose Creek Consolidated Independent School District students won first or second place at Regional History Day competition and advanced to Texas History Day competition held in Austin, Texas, in May 2010. Students winning first or second place at state level competition advanced to National History Day in College Park, Maryland.

GENTRY JUNIOR SCHOOL

Matthew Broussard

Matthew won first place at state in the category of Individual Performance for “Anesthesia: No Pain, Medical Gain.” Matthew advanced to National History Day.

Matthew was under the direction of Ms. Toni Rosenbaum.

HORACE MANN JUNIOR SCHOOL

Han Bui

Kimberly Estrada

Kursten Jaime

Betzianel Lagunas

The group won second place at state in the category of Group Performance for “I’m Lovin It...Fast Food Steals America’s Hearts.” The group advanced to National History Day.

The students were under the direction of Ms. Ami Liggett, Ms. Suzy Ferrell, and Mr. James Fischer.

ROSS S. STERLING HIGH SCHOOL

Caitlin May

Caitlin won first place at state in the category of Paper for “The Microscopic War.”

Caitlin advanced to National History Day.

Caitlin was under the direction on Ms. Maggie Eubanks.

The following Goose Creek Consolidated Independent School District student won second place at Regional History Day competition, and advanced to Texas History Day competition held in Austin, Texas, in May 2010.

ROSS S. STERLING HIGH SCHOOL

Interpretive Website- “The Panama Canal”

Cory Arnold

Cory was under the direction of Ms. Amy Maddie.

PUBLIC HEARINGS

The Board of Trustees held two Public Hearings:

- A. School FIRST (Financial Integrity Rating System of Texas) conducted by Chief Financial Officer Pete Pape, Staff Accountant Julie Lee, and Director of Accounting Stephanie Wright.
- B. Optional Flexible School Day Program (OFSDP) conducted by Executive Director of School Administration Suzanne Heinrich, Director of Student Services Patricia Bing, Chief Financial Officer Pete Pape, and Principal Michelle Verdun.

The public hearings adjourned at approximately 7:18 p.m., and immediately convened into the regular meeting.

CITIZENS PARTICIPATION

No one registered to address the Board of Trustees.

DISPOSITION OF MINUTES

October 12, 2010, Regular Board Meeting

Mr. Hoskins moved and Mr. Coffey seconded the motion **THAT THE BOARD APPROVE THE MINUTES FOR THE OCTOBER 12, 2010, REGULAR BOARD MEETING AS PRESENTED.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Burg, Mr. Hoskins, and Mr. Loredó voting for the motion. Ms. Laughlin abstained.

ITEMS OF DISCUSSION/ACTION

- 8216. CONSIDERATION OF SUPERINTENDENT’S REPORT – MAINTENANCE, OPERATIONS AND GROUNDS DEPARTMENTS UPDATE**

Assistant Superintendent of Administrative Services Byron Terrier, Executive Director of Facilities Management David Fluker, Director of Facilities Management Ron Loveless, Director of Operations Mike Manley, and Supervisor Craig Reitmeier gave the Board of Trustees an update on Goose Creek CISD Maintenance, Operations, and Ground Departments.

8217. CONSIDERATION OF EMPLOYMENT AND RESIGNATION REPORT

Susan Moore Fontenot and Dr. Cannariato discussed the Employment and Resignation Report with the Board of Trustees.

8218. CONSIDERATION OF OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM (OFSDP)

Ms. Coffey moved and Mr. Sampson seconded the motion **THAT THE BOARD APPROVE THE APPLICATION FOR AN OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM FOR THE PETER E. HYLAND LEARNING PROGRAM.** The motion passed with Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredo voting for the motion.

8219. CONSIDERATION OF CONSENT AGENDA

- 2. SECOND READING OF TASB LOCALIZED POLICY MANUAL UPDATE 88**
- 3. INTERLOCAL CONTRACT FOR SHILOH TREATMENT CENTER**
- 5. ADDITIONAL 2010-2011 APPRAISERS FOR THE TEACHER APPRAISAL SYSTEM**
- 6. DONATION FROM EXXONMOBIL**
- 7. TAX REFUND**
- 8. BUDGET AMENDMENTS**

The Board requested that Item 1, Project to Replace all Storefront Doors and Assemblies and to Replace Metal Exterior Door and Frames at Baytown Junior School and Item 4, Purchase of Two Plasma CNC Machines and Two Routers with Spindle CNC Machines be pulled from the consent agenda.

Mr. Burg moved and Mr. Loredo seconded the motion **THAT THE BOARD APPROVE CONSENT AGENDA ITEMS 2, 3, 5, 6, 7, AND 8.** The motion passed with Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredo voting for the motion.

- 2. SECOND READING OF TASB LOCALIZED POLICY MANUAL UPDATE 88**
The Board approved the second reading to add, revise, or delete (local) policies as recommended by TASB Policy Service and according to the Instruction Sheet for TASB Localized Policy Manual Update 88. CQ (Local), Electronic communication and Data Management, was revised as recommended.

- 3. INTERLOCAL CONTRACT FOR SHILOH TREATMENT CENTER**
The Board approved compensation for educational day treatment Services for four student slots rendered in an amount not to exceed \$90, 000.00 between November 1, 2010, and May 26, 2011.

5. ADDITIONAL 2010-2011 APPRAISERS FOR THE TEACHER APPRAISAL SYSTEM

The Board approved additional 2010-2011 Appraisers for the Teacher Appraisal System.

6. DONATION FROM EXXONMOBIL

The Board accepted the donation from ExxonMobil in the amount of \$12,000, on behalf of Goose Creek CISD. These donations represent contributions of \$2,000 each to Travis Elementary, Baytown Junior School, San Jacinto Elementary, Cedar Bayou Junior, Lee High School, and Victoria Walker Elementary from the Partner-In-Education Program.

7. TAX REFUND

The Board approved a tax refund to Homefront Tax Loans in the amount of \$15,217.50 in accordance with Section 31.11 State Property Code with provision that no taxes are owed by the referenced parties on any account.

8. BUDGET AMENDMENTS

The Board Approved Amendments No. 5 and 6 as stated in Section 23.47 of the Texas Education Code and will reflect the amendments in the official minutes of the Board of Trustees.

Amendment No. 5

This amendment to redistribute appropriations between Function, 11, Instructional, and 34, Student Transportation, was requested by Pete Pape, Chief Financial Officer, to purchase routing software and pay annual charges for phones and GPS on School Buses. Funds to cover annual charges for phones and GPS were inadvertently included with Special Projects requests by the Business Office.

Amendment No. 6

This amendment to increase appropriations of \$198,392 in the General Fund was requested by Pete Cote, Executive Director of Support Services and Special Projects, to incorporate into the District's books and records funds to replace two 1997 International school buses that were involved in an accident on September 7, 2010, with an automobile. The claims adjuster has totaled both buses and settled with the District for \$11, 239. This funding will allow us to replace the buses with seat belts and air conditioning.

1. PROJECT TO REPLACE ALL STOREFRONT DOORS AND ASSEMBLIES AND TO REPLACE METAL EXTERIOR DOOR AND FRAMES AT BAYTOWN JUNIOR SCHOOL

Mr. Loredo moved and Ms. Coffey seconded the motion **THAT THE BOARD APPROVE THE CONTRACTS WITH CHATHAM CONSTRUCTION AND FIRE TRON TO REMOVE EXISTING STOREFRONT DOORS AND REPLACE WITH NEW ONES AND TO APPROVE CHATHAM CONSTRUCTION TO REPLACE 12 EXTERIOR METAL DOORS AND FRAMES AT BAYTOWN JUNIOR SCHOOL AS PER THE 2005 BOND.** The motion passed with Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Sampson, Mr. Burg, and Mr. Loredo voting for the motion.

4. PURCHASE OF TWO PLASMA CNC MACHINES AND TWO ROUTERS WITH SPINDLE CNC MACHINES

Mr. Burg moved and Mr. Loredó seconded the motion **THAT THE BOARD APPROVE THE PURCHASE OF TWO PLASMA CNC MACHINES AND TWO ROUTERS WITH SPINDLE CNC MACHINES FROM SHOPSABRE.COM FOR A TOTAL COST INCLUDING SHIPPING OF \$87,270.** The motion failed with Ms. Coffey, Mr. Hoskins, and Mr. Burg voting for the motion. Ms. Laughlin, Mr. Sampson, and Mr. Loredó voted against.

**8220. FUTURE BOARD AGENDA ITEMS
BOARD TRAINING
BOARD MEETINGS**

Future Board Agenda Items

- Elementary Rezoning Plan and Timeline
- Update on Plasma Machines

Board Training

Team Building, November 3, 2010

CLOSED MEETING

At approximately 8:34 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 Openning 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 9:10 p.m., the Board reconvened into Regular Session with Vice President Wilyne Laughlin presiding. No action was taken while in Closed Session.

8221. CONSIDERATION OF INTERLOCAL CONTRACT WITH AVONDALE HOUSE FOR DAY SCHOOL PLACEMENT

Mr. Burg moved and Mr. Hoskins seconded the motion **THAT THE BOARD APPROVE \$168,000.00 FOR DAY SCHOOL PLACEMENT AND SPEECH THERAPY SERVICES FOR THREE SPECIAL EDUCATION STUDENT SLOTS.**

After further discussion the Board made the following motion.

Mr. Burg moved and Mr. Loredo seconded the motion **THAT THE BOARD POSTPONE INDEFINITELY THE INTERLOCAL CONTRACT WITH AVONDALE HOUSE FOR DAY SCHOOL PLACEMENT.** The motion passed with Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredo voting for the motion.

ADJOURNMENT

Vice President of the Board Wilyne Laughlin adjourned the Board meeting at approximately 9:22 p.m.

SUPERINTENDENT'S REPORTS

- 1. Goose Creek CISD Attendance Zone Revisions**
- 2. 2005 Bond Program Monthly Update**

GOOSE CREEK CISD REZONING 2011

November 8, 2010

REASONS TO ADDRESS REZONING

1: TO ENSURE EFFECTIVE/EFFICIENT USE OF SCHOOL FACILITIES.

Rationale

A goal of Goose Creek CISD is to continually analyze facility utilization in an effort to develop a cost efficiency plan for the district that will address the constraints of current state financing. Rezoning to align the number of students (enrollment) with campus capacity and the new schools/additional classrooms will enhance effective/efficient use of school facilities.

2: TO REDUCE OVERCROWDING OF SPECIFIC CAMPUSES.

Rationale

Student population growth and shifts in population have led to overcrowding of specific campuses in GCCISD. Rezoning will reduce overcrowding of specific campuses and align the number of students with campus capacity.

3: TO ACCOMMODATE PROJECTED GROWTH PATTERNS.

Rationale

Current demographic data has been compiled, which will enable GCCISD to make long-range projections based upon student population and facility needs.

PURPOSE OF A REZONING COMMITTEE

The purpose of the Elementary, Junior, and High School Rezoning Committees is to:

- Study the impact of various attendance boundary scenarios.
- Gather input from constituents regarding campus, district, parent and community expectations.
- Prepare and present a recommendation to the Board of Trustees for their consideration regarding the attendance boundaries for GCCISD elementary, junior, and high schools.

COMMITTEE MEMBERS

- Elementary and Junior School committee members will be selected from the 2006-2007 GCCISD Rezoning Committee Membership and campus input. Selected GCCISD Central Administration will compose the High School Rezoning Committee Membership. A listing of committee members will be provided at the first meeting.

RATIONALE FOR COMMITTEE STUDY

- Current overcrowding in various GCCISD schools and student enrollment projections necessitates the need to address current elementary, junior, and high school attendance boundaries.

EXPECTATIONS

- Committee members are interested in the education of all students in GCCISD.
- Committee members will make every attempt to attend regularly scheduled meetings.
- Committee members will share information with the community.
- Committee members will participate actively.

COMMITTEE RESPONSIBILITIES

- The elementary, junior, and high school committee's recommendation(s) must adhere to Board approved Goose Creek CISD Rezoning Objectives/Criteria.
- The committee will make recommendation(s) to the Board of Trustees. The Board of Trustees will make the final decision.

COMMITTEE OPERATION

- Recommendations will be reached through the use of consensus.
- Voting scenarios may be used when consensus cannot be achieved.
- Subcommittees may be formed to best complete tasks.
- Individual or subcommittee research will be reported to the whole committee.

COMMITTEE ACTIVITIES

- Study demographic data.
- Formulate criteria to aid in the development of attendance zone options.
- Research and design rezoning recommendation(s).
- Attend public forums.
- Present subcommittee recommendation(s) to full committee.
- Present recommendation(s) to the Board of Trustees

ELEMENTARY SCHOOL REZONING OBJECTIVES/CRITERIA

- General
- To draw attendance zones in a way that supports an efficient/effective use of school facilities.
- To reduce overcrowding of campuses.
- To plan for future growth.
- To draw zones to be contiguous, as much as possible.
- To involve the community in public forums.
- To always keep in mind doing what is in the best interest of students.

ELEMENTARY SCHOOL REZONING OBJECTIVES/CRITERIA

- Specific
- To keep the concept of neighborhood schools at the elementary level.
- To consider students' proximity to a campus, being mindful of traffic patterns that allow for the safest routes available.
- To align the number of students (enrollment) with campus capacity.
- * To maintain feeder school patterns from the elementary to the junior school level, as much as possible.

JUNIOR SCHOOL REZONING OBJECTIVES/CRITERIA

- General
- To draw attendance zones in a way that supports an efficient/effective use of school facilities.
- To reduce overcrowding of campuses.
- To plan for future growth.
- To draw zones to be contiguous, as much as possible.
- To involve the community in public forums.
- To always keep in mind doing what is in the best interest of students

JUNIOR SCHOOL REZONING OBJECTIVES/CRITERIA

- Specific
- To consider students' proximity to a campus, being mindful of traffic patterns that allow for the safest routes available.
- To establish feeder school patterns at the secondary level, as much as possible.
- To align the number of students (enrollment) with campus capacity.
- To draw zones which reflect the diversity of the district, as much as possible.

HIGH SCHOOL REZONING OBJECTIVES/CRITERIA

- General
- To draw attendance zones in a way that supports an efficient/effective use of school facilities.
- To reduce overcrowding of campuses.
- To plan for future growth.
- To draw zones to be contiguous, as much as possible.
- To involve the community in public forums.
- To always keep in mind doing what is in the best interest of students.

HIGH SCHOOL REZONING OBJECTIVES/CRITERIA

- Specific
- 1A. To draw zones that support three, grade 9-12 high schools.
- 1B. To align the number of students (enrollment) with campus capacity.
- 2. To consider students' proximity to a campus, being mindful of traffic patterns that allow for the safest routes available.
- To establish feeder school patterns at the secondary level, as much as possible.
- To draw zones which reflect the diversity of the district, as much as possible.



Goose Creek Consolidated Independent School District 2005 BOND PROGRAM



Robert E. Lee High School

Goose Creek Memorial High School



Ross S. Sterling High School



September 2010

Executive Summary



Monthly Status Report: The data is current through 09/30/10

<u>Original Bond Budget</u>	<u>Current Bond Budget</u>	<u>Interest Balance</u>	<u>Total Interest Earned to Date</u>
\$ 240,932,518	\$ 242,187,130.00	\$ 58,106.12	\$ 19,318,352.12
<u>Board Approved Committed</u>	<u>Interest Transferred</u>		
\$13,660,246	\$ 5,600,000.00		

Program Description: The 2005 Bond Program includes new construction, replacements and/or renovations of thirty-four (34) projects: 14 Elementary Schools, 5 Middle Schools, 3 High Schools, 2 Other Schools, 8 Support Facilities, Technology Infrastructure, and Technology Instructional.

*For the 2005 Bond Program, the total estimated interest earnings is approximately \$19,427,279.19.

*The Designated Fund Balance of \$6,000,000 has been returned to Undesignated Fund Balance.

*As of March 31, 2010, the arbitrage rebate liability is approximately \$1,100,000.00.

*Projects funded by Bond Interest but completed under revised budget returned funds to Bond Interest.

Budget Variance:

- On October 24, 2005, the Board of Trustees approved the purchase of land for Elementary 15 from the 2005 Bond Program at an estimated cost of \$464,459. Since this purchase was not scheduled in the bond until the Spring of 2009, the Board elected to purchase the land with general operating funds combined with a reimbursement resolution which would allow the Board to repay the general funds for the purchase at a later date. Reimbursement deadline is October 24, 2008.
- On September 25, 2006, Board of Trustees designated \$6,000,000 of Fund Balance as Contingency for Capital Projects.
- On March 5, 2007, the Board of Trustees approved Budget Amendment No. 49 appropriating \$6,114,471 of Bond Interest Earned to the Capital Projects Fund. This adjustment financed projects over budget including: Bowie Replacement \$177,085, Victoria Walker Elementary \$185,445, Alamo Improvements \$900,468, Crockett Improvements \$1,142,740, Hopper Primary Improvements \$1,367,043 and Highlands Replacement \$2,341,690.
- On March 5, 2007, the Board of Trustees approved Budget Amendment No. 50 appropriating \$490,000 of Bond Interest Earned to the Capital Projects Fund. This adjustment financed the Construction Department District salaries and Program Manager expenditures.
- On September 10, 2007, the Board of Trustees approved Budget Amendment No. 01 appropriating \$2,055,587 of Bond Interest Earned to the Capital Projects Fund. This adjustment financed the overage on H. Mann Improvements.
- On November 19, 2007, the Board of Trustees approved Budget Amendment No. 18 appropriating \$4,027,578 of Bond Interest Earned to the Capital Projects Fund. This adjustment financed projects over budget including: Stallworth Stadium \$1,527,418 and Facilities Management Complex \$2,500,160.
- Bond Fees has a budget of \$1,793,542. To date, all bond fees have been paid from premium. With all bonds issued, the District Administration does not anticipate additional bond fees thus reflects a savings of \$1,793,542.
- Program Budget Forecast was presented in a separate report. As of February 21, 2008, additional funding from Designated Fund Balance was not anticipated.
- On April 14, 2008, the Board of Trustees approved Budget Amendment No. 68 appropriating \$972,611 of Bond Interest Earned to the Capital Projects Fund. This adjustment financed the overage on Highlands Replacement.
- On January 12, 2009, the Board of Trustees approved Budget Amendment No. 33 to reimburse General Funds for the land purchase of Elementary 15.
- On August 31, 2009, the Board of Trustees approved Budget Amendment No. 123 moving \$2,600,000 to the Interest and Sinking Fund account.
- On June 28, 2010, the Board of Trustees approved Budget Amendment No. 27 moving \$3,000,000 to the Interest and Sinking Fund account.

The following projects have been completed under budget:

Bowie, Austin, DeZavala, Harlem, Highlands, Gentry, Baytown, Cedar Bayou, Stallworth Turf, Existing Transportation

Executive Summary



Key Issues & Concerns:

- Peter E. Hyland Learning Center; Bartlette Cocks has advertised for proposals from subcontractor's in order to develop their guaranteed maximum price.
- Robert E. Lee High School; District personnel are working on the lighting retrofit. Expect to be completed by summer 2010.
- Ross S. Sterling High School; District personnel are installing carpet in the nurses office and orchestra room.

Program Status: The following is a list of projects that are currently in the phases of Not Started, Design, Procure/Award, Construction/Renovations, Substantially Complete, Final Completion or Delayed.

Design : Elementary 15
Green Center Improvements

Bid:

Construction: Peter E. Hyland Learning Center

Substantially Complete:

Final Completion:	Bowie Replacement Victoria Walker Elementary Elementary 15 (Site Acquisition Only) Alamo Improvements Austin Improvements Crockett Improvements DeZavala Improvements Harlem Improvements Hopper Primary Improvements Highlands Elementary Improvements Gentry Addition-Improvements Sterling HVAC Lamar Improvements Lee Improvements FMC-East Building (Security Offices)	Baytown Improvements Cedar Bayou Improvements H. Mann Improvements H. Mann Auditorium Sterling Parking Lot Sterling Field House/ Fine Arts Existing Transportation Stallworth Turf Stallworth Stadium Improvements Ag Science Goose Creek Memorial Ashbel Smith Improvements Stuart Career Improvements Highlands Replacement San Jacinto Improvements
Delayed/Suspended:	Pumphrey Improvements (Cancelled) FMC-West Building (Interior Renovations)	West Town Improvements (Cancelled)

2005 Bond Project Balance as of October 28, 2010

Facility	Current Balance	Remaining From Original Budget	Remaining From Transferred Interest				
		Current Projects					
FMC	\$ 564,984	\$ -	\$ 564,984				
Green Center	\$ 863,294	\$ 863,294					
Total:	\$ 1,428,277	\$ 863,294	\$ 564,984				
		Final Audit To Be Completed					
Alamo	\$ 388,301	\$ -	\$ 388,301				
Crockett	\$ 783,097	\$ 783,097					
DeZavala	\$ 357	\$ 357					
Hyland	\$ -	\$ -					
Lamar	\$ 6,866	\$ 6,866					
Lee	\$ 221,635	\$ 221,635					
San Jacinto	\$ 877,745	\$ 877,745					
Smith	\$ 147,792	\$ 147,792					
Sterling	\$ 379,061	\$ 379,061					
Total:	\$ 2,804,853	\$ 2,416,553	\$ 388,301				

The above projects remain to be closed out and all FCA items are to be verified.

See You Next Month With More!



THE END

BOARD OF TRUSTEES

SCHOOL BOARD AGENDA ITEM SUMMARY

November 8, 2010

SUBJECT: CONSIDERATION OF RENEWAL OF COMPETITIVE SEALED PROPOSAL (CSP) #082608-10 FOR TERMITE CONTROL SERVICES

RECOMMENDATION: Approve the renewal of contract with Bevis Pest Control for Termite Control Services.

RATIONALE: To provide the district with a source for the treatment and control of Formosan termites throughout the district.

BUDGET PROVISIONS/ACTION REQUIRED: 2010 – 2011 Budget

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier
Mr. Pete Pape
Mr. David Fluker
Ms. Trudy Masters
Mr. Mike Manley

From: Bevis Pest Control [bevis@bevispestcontrol.com]
Sent: Monday, October 25, 2010 9:44 AM
To: Reed, Donna J
Subject: Ref:CSP#082608-10

Importance: High

I am in receipt of your recent letter regarding the renewal of the Termite Control Service contract with the Goose Creek School District. We would certainly like to continue the service now and in the future.

Thank you for the opportunity to serve the district as it has been our pleasure to work with you.

Bryan Springer
Owner, Bevis Pest Control

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BOARD OF TRUSTEES
SCHOOL BOARD AGENDA ITEM SUMMARY

November 8, 2010

**SUBJECT: CONSIDERATION OF RENEWAL OF REQUEST FOR PROPOSAL (RFP) #051209-8
FOR MAINTENANCE & BUILDING SUPPLIES AND MATERIALS**

RECOMMENDED ACTION: Approve to continue with the contracts as submitted by all responding vendors as outlined on "Schedule A" attached.

RATIONALE: To provide Maintenance, Operations and Grounds continuous sources for supplies and materials needed to maintain district facilities.

BUDGET PROVISIONS/ACTION REQUIRED: 2010 – 2011 Budget

PERSONNEL RESOURCES: Dr. Toby York
Dr. Byron Terrier
Mr. Pete Pape
Ms. Trudy Masters
Mr. Ron Loveless
Mr. Mike Manley

MAINTENANCE & BUILDING SUPPLIES AND MATERIALS
RFP #051209-8

SCHEDULE "A"

VENDOR LISTING FOR APPROVAL

AC Plumbing Supply Inc.	Baytown, Texas
ACME Architectural Hardware	Houston, Texas
ACR Supply	Baytown, Texas
Advance Graphics	Katy, Texas
AirGas	Houston, Texas
BayTex Glass	Baytown, Texas
Baytown Bolt & Supply Inc.	Baytown, Texas
Baytown Lock Service	Baytown, Texas
C&B Acoustical & Drywall Material Inc.	Channelview, Texas
Channel Door 1, LP	La Porte, Texas
Clark's Hardwood Lumber Co.	Houston, Texas
Coastal Welding Supply	Beaumont, Texas
Deer Park Lumber	Deer Park, Texas
Eastham's Home Center	Baytown, Texas
Ecolab	St. Paul, Minnesota
Fairway Supply Inc.	Houston, Texas
Ferguson Enterprises	Spring, Texas
Hill Lumber Company	Mont Belvieu, Texas
J & B Pipeline	Baytown, Texas
L & M Rentals & Welding	Baytown, Texas
Lowe's	Baytown, Texas
McCauley Lumber Company	Houston, Texas
McCoy's Building Supply	Baytown, Texas
North Main Rental	Baytown, Texas
Lowe's Home Improvement	Baytown, Texas
Sherwin Williams	Baytown, Texas
Stanley Security Solutions Inc.	Houston, Texas
Tractor Supply	Baytown, Texas
Triple S Steel	Houston, Texas

SCHOOL BOARD AGENDA ITEM SUMMARY

November 8, 2010

SUBJECT: CONSIDERATION OF RENEWAL OF REQUEST FOR PROPOSAL (RFP) #102909-3 TO PURCHASE AUTO/BUS PARTS

RECOMMENDED ACTION: Approve to continue with the contracts as submitted by all responding vendors, Beta Technology, Certified Laboratories, Clear Glass Mobile, International Trucks of Houston, Cummins Southern Plains, LLC, O'Reilly Auto Parts, Parts Supply Co., Strong Source, LLC, Texas Alternator, Winzer, and XL Parts to provide automobile and bus parts for the district.

RATIONALE: To provide continuous established pricing for those parts necessary to maintain district vehicles in a safe and efficient mechanical condition.

BUDGET PROVISIONS/ACTION REQUIRED: 2010 – 2011 Budget

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier
Mr. Pete Côté
Mr. Pete Pape
Mr. David Fluker
Ms. Trudy Masters
Mr. Ron Loveless
Mr. Mike Manley
Mr. Rick Walterscheid

SCHOOL BOARD AGENDA ITEM SUMMARY

November 8, 2010

SUBJECT: **CONSIDERATION OF INTERLOCAL CONTRACT WITH
AVONDALE HOUSE FOR DAY SCHOOL PLACEMENT**

RECOMMENDED ACTION: Approve \$168,000.00 for day school placement and
speech therapy services for three special education
student slots.

RATIONALE: The approval of this contract will provide services for students
based on individual educational plans as determined by Admission,
Review, and Dismissal committees.

BUDGET PROVISIONS/ACTION REQUIRED: 2010-2011 IDEA-B
Formula Federal Fund 224
and 226 Tuition

RESOURCE PERSONNEL: Dr. Toby York
Ms. Suzanne Heinrich
Dr. Tom Kelchner
Mr. Rick Peebles



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**Thomas R. Kelchner, Ed.D.
DIRECTOR OF SPECIAL EDUCATION**

TO: Suzanne Heinrich
FROM: Tom Kelchner
SUBJECT: Contract with Avondale House
DATE: November 1, 2010

Attached is a copy of the contract between the Goose Creek Consolidated Independent School District and Avondale House for the provision of day school and speech therapy services for three (3) special education student slots. Avondale House will be paid a total not to exceed \$168,000.00 for these services. The term of the contract is November 9, 2010 through August 31, 2011. These services will be paid from the Federal Funds Contracted Services budget.

Please note this contract is submitted **with the indemnity clause** recommended by Mr. Peebles. In a telephone conference with Mr. Peebles and me, Ms. Boyett from Avondale House accepted that language in the contract.

Please review and forward to the superintendent's office for Board approval. I have **amended the date of the contract term to begin on November 9, 2010 with the hope that we may have this item included on the November 8, 2010 Board agenda.** Please call me if you have any questions.

C: Rick Peebles
Noemi Garcia

**AGREEMENT
BETWEEN
AVONDALE HOUSE
AND
GOOSE CREEK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

**I.
Term**

This Agreement shall be for the period beginning November 9, 2010 and ending August 31, 2011.

**II.
Services**

II.(A) During the term of this Agreement, Avondale House, hereinafter referred to as (AH) will provide to Students, at the request of GCCISD District, hereinafter referred to as (District) educational and/or remedial services as specified on the Student's IEP.

II.(B) AH is fully qualified to provide the educational and training services described above, and will utilize from its staff such qualified teachers, aides, administrators, teaching parents, and specialists as may be required to, in its best judgment, develop and implement a program intended to best provide such services. AH shall, with the permission of District or Student's parents or guardian, utilize such outside consultants, therapists, psychologists, and other professionals as may be required from time to time in order to effectuate the best results. AH is approved by the Texas Education Agency and will during the term of this Agreement, provide the services described above in accordance with the rules and regulations of the Texas Education Agency, as well as in accordance with all applicable laws of the State of Texas and the United States of America.

II.(C) AH will use its best efforts to provide the services described above. No representation of any nature as to results is made, however, and neither is any guaranty of results made with respect to the services to be provided in accordance with this Agreement. In this regard, it is recognized that the nature of the Student's disability is such as to be likely resistant to treatment and training and the attainment of desired objectives. AH represents, warrants, and guarantees that it will perform its best efforts in the providing of services under this Agreement.

II.(D) It is understood and agreed that prior to the commencement of any of the services described in Article I above, Student must be evaluated by the Intake Committee of AH. The purpose of the intake evaluation is to assess Student's disability, determine if the services provided by AH can be of assistance to Student, and to prescribe in conjunction with AH staff, a program of education and training.

II.(E) If Student is recommended for admission into an AH program by the Intake Committee. An individualized education plan (IEP) will be prepared by AH staff in cooperation and conjunction with District and Student's parents or guardian and such other professionals AH may be required to assist in the preparation of the IEP. The IEP will provide the basic outline of the proposed program of training and education as well as the services described in Article II above, which will be provided by AH to Student during the term of this Agreement. The IEP will be prepared and implemented in accordance with the guidelines, rules, and regulations promulgated by the Texas Education Agency from time to time during the term of this Agreement.

II.(F) From time to time during the term of this Agreement, but in no event less often than every six (6) weeks. AH shall furnish to District and to such other persons or agencies, as the District may authorize in writing, a report as to Student's status, progress and the prognosis for future results.

Additionally, from time to time during the term of this Agreement, but in no event less often than every ninety (90) days, AH, acting by and through appropriate members of its staff: shall meet with or offer to meet with District and/or Student's parents or guardian for the purpose of discussion and consultation with respect to Student's status, progress, and prospects for future training and/or education by AH

II.(G) Upon the termination of this Agreement, whether such termination occurs by lapse of time or otherwise, AH shall issue or cause to be issued a final report concerning the progress and development of Student, the achievement of goals specified in the IEP, AH's evaluation of the services provided, and recommendations for future course of training and education for Student.

II.(H) The term of this Agreement shall commence of the 9th day of November 2010 and shall terminate upon the expiration of the 31st day of August 2011, unless sooner terminated as hereinafter provided.

II.(I) If in the best judgment of AH, at any time during the term of this Agreement, AH shall determine that a Student is not obtaining benefit from the services provided by AH, or that a Student is not suited to the services provided by AH, or that AH cannot provide suitable services to a Student, then this Agreement may be terminated for that Student by AH by giving to District a Notice of Intention to Terminate at least ten (10) days prior to the date such termination shall be deemed to be effective. Upon the expiration of such ten (10) day notice period, Student shall be discharged and this Agreement shall be of no further force and effect for that student.

II.(J) If at any time during the term of this Agreement, District shall, in its sole discretion, determine that it no longer wishes to have a Student participate in the AH program, then this Agreement may be terminated for that Student by District giving to AH a thirty (30) day written notice of such intention to terminate, upon the expiration of such thirty (30) day notice period, this Agreement shall be deemed to be terminated for that Student and the Student shall be discharged and this Agreement shall be deemed to be of no further force and effect for that Student. Nothing herein contained shall be deemed to prohibit or in any manner restrict District from removing Student from the program at any time with or without notice, provided, however that this Agreement shall not be deemed to be terminated with respect to the financial and other obligations of District to AH

until a Notice of Termination has been given in accordance with the provisions of this Section, and all financial and other obligations of District have been met through the intended termination date.

II.(K) As consideration to AH for the performance of this Agreement, District agrees and promises to pay to AH the amounts hereinafter specified for the services hereinafter specified and in the manner set forth below:

1. For review and evaluation by the AH Intake Committee \$75.00 which amount shall be due and payable upon the execution of this Agreement by AH and District, for any newly enrolled Student.

2. For each month embraced within the term of this Agreement, including partial months, the sum not to exceed \$3,500 per month per student or not to exceed \$168,000 for the term of the agreement, which amount shall be deemed to be the basic compensation to AH for the services provided pursuant to this Agreement and which shall be exclusive of all other incidental charges more particularly specified below. This amount shall be billed monthly to District by AH together with incidental charges, and shall be due and payable in full without demand and without grace on or before the expiration often (10) days from the date of the invoice or statement.

II.(L) All amounts required to be paid by District pursuant to this Agreement shall be due and payable as specified herein. All past due amounts shall bear interest at the highest lawful rate allowed by law.

II.(M) Failure to pay any amounts due to AH by District pursuant to this Agreement shall be grounds for immediate termination of services by AH to Student

II.(N) AH has, in cooperation and conjunction with the Department of Aging and Disability Services, the Texas Education Agency, and other agencies and entities concerned with AH, and the various rules and regulations formulated, promulgated and enforced by the several agencies of the State of Texas and the United States of America governing the operation of AH, formulated certain policies and procedures related to the education and training programs offered by AH. These policies and procedures deal with such matters as clothing required to be furnished for each Student by parents or guardian, times of visitation by parents or guardian, transportation of Student to and from AH facilities, holidays, dispensing of medication, information required to be furnished by parents or guardian from time to time, hours of operation, and such other matters of policy and procedure necessary and incidental to the operation of AH and its several

programs. A copy of policies and procedures of AH relevant to the applicable program shall be provided prior to enrollment/admission to that program upon request. With the written consent of the District, AH reserves the right to amend, supplement, or modify these policies and procedures from time to time, during the term of this Agreement as may be required by circumstances or by law, rule, or regulation. In the event of such amendment, supplement, or modification, AH shall furnish a copy of the revised policies and procedures to District and parents or guardian, and such amended, supplemented, or modified policies and procedures shall be deemed to be effective when delivered to District, and agreed to in writing by the District, parents or guardian by AH.

III. Indemnity

AVONDALE HOUSE "Contractor" SHALL INDEMNIFY AND HOLD HARMLESS GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, ITS BOARD OF TRUSTEES, OFFICERS, ADMINISTRATORS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF AVONDALE HOUSE OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

IV. Record Retention

Contractor agrees to retain all financial records, supporting documents, statistical records and any documents pertinent to this Contract until five (5) years after: 1) District discharge from the program; 2) termination of this annual Contract, or; 3) until any audits in progress at the end of five (5) year period are complete, whichever is later.

V.
Compliance

Contractor agrees to comply with the following:

- All applicable agency policies, local, state, and federal laws, rules, and regulations now in effect or that become effective during the term of this Contract, including but not limited to:
- the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973;
- the Age Discrimination in Employment Act, Immigration Reform and Control Act of 1986;
- Americans with Disabilities Act of 1994; and
- all State and Federal laws relating to student and employee disclosure of records and information prohibitions.

VI.
Permits, Licenses, Certifications

Contractor agrees to maintain as current and in good standing, any permits, licenses, or certifications required by law to provide services pursuant to this Contract.

VII.
Reporting Emergencies and Abuse and Neglect

Contractor agrees to report any allegations of abuse and neglect in compliance with federal and state laws, rules, and regulations applicable.

VIII.
Discrimination Prohibited

Contractor agrees it will not exclude any person from participation in, or deny any benefits of the services provided under this Contract or subject any person to discrimination on the grounds of race, color, national origin, religion, sex, age, handicap, or political affiliation.

IX.
Relationship

It is understood and agreed that Contractor is an independent contractor. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and District or agent of District. The Agreement does not create a joint venture or business partnership under Texas law. Contractor is solely responsible for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), insurance, worker's compensation, and disability benefits and like requirements and obligations of Contractor's employees, agents, volunteers, and representatives. Contractor agrees that District has no responsibility for any conduct of any Contractor employee, agent, volunteer, or representative.

X.
Termination

This Agreement may be terminated by either party without cause with thirty (30) days advance written notice. District may by written notice at any time terminate this Agreement if the Contractor fails to comply with any provision of this Agreement.

XI.
Authorization

Each party acknowledges that this Agreement has been authorized by the governing body of each party to the Agreement.

**XII.
Notice**

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be transmitted by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

AVONDALE HOUSE (AH)
3737 O'Meara Drive
Houston, Texas 77025

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
(District)
Attn: Dr. Toby York, Superintendent
P.O. Box 30
Baytown, Texas 77522

**XIII.
Governing Law**

This Agreement shall be construed under and in accordance with the policies of the District, federal laws and state laws of the State of Texas.

**XIV.
Confidentiality**

Contractor agrees to respect the confidentiality of all records to which it has access while performing the services under the Agreement.

**XV.
Severability**

In the event that any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

SCHOOL BOARD AGENDA ITEM SUMMARY

November 8, 2010

SUBJECT: CONSIDERATION OF APPROVING THE SUPERINTENDENT OR DESIGNEE(S) TO COMMIT TO A CONTRACT WITH A RETAIL ELECTRICAL PROVIDER FOR THE DISTRICT'S NEW METERS

RECOMMENDED ACTION: Approve the Superintendent or his designee(s) to commit to a contract with a retail electrical provider that will provide the best value to the district for the district's new meters that have come, or will come, online. The Superintendent or designee(s) will either accept or reject the proposals submitted by the identified retail electrical providers to the consulting firm of AEG Affiliated Energy Group. Recommended designee(s) are Dr. Toby York, Dr. Byron Terrier, Pete Pape and Pete Côté.

RATIONALE: Due to the limited time constraint of accepting or rejecting the offers of the retail electrical providers, the administration requests the authority to approve the electrical services contract for the district's electrical needs. This action is to secure pricing for services and meters not currently under contract while rates are at historically low levels, as further explained in the attached memorandum. The Board of Trustees has given the administrator this authority on the last three retail electrical provider contracts.

BUDGET PROVISIONS/ACTION REQUIRED: Proposed Budget 2010 - 2011
2011 - 2012
2012 - 2013
2013 - 2014

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



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**PETE CÔTÉ
EXECUTIVE DIRECTOR
SUPPORT SERVICES**

DATE: OCTOBER 25, 2010
TO: DR. TOBY YORK
FROM: PETE CÔTÉ/TRUDY MASTERS
SUBJECT: EXTENSION/PROCUREMENT OF ELECTRICITY FOR NEW METERS

The district is in the process of requesting proposals (RFP) from Retail Energy Providers (REPs) to extend or procure new electric services for a small group of GCCISD's new meters.

The district is utilizing a consulting firm, AEG Affiliated Energy Group (AEG), to assist us in the acquisition of these retail electric services. The total annual load of these new meters is equal to only about 2.5% of GCCISD's total load and is thus a relatively small group of meters. However, AEG has found a way to add such meters to a new contract at a rate lower than GCCISD's fixed price agreement with TXU, which imposes a rate of 7.92 cents per KWh.

Employment of this strategy, which would yield a price for such meters at a rate substantially below such rate of 7.92 cents/kwh, would generate savings for the district of close to two cents per KWh relative to the TXU contract. Accordingly, while the meters are fairly small in terms of electricity consumption, the savings (on a percentage basis) is sufficiently large such that this strategy looks to yield savings exceeding over \$100,000 over the next four years based on present market rates.

Fixing prices for such meters in this manner will also allow GCCISD to take advantage of present market conditions by locking in low prices while prices and market conditions are favorable, thereby allowing GCCISD to reduce future electricity costs while also freeing up funds to address other budgeting constraints.

Because of the volatility of the gas and electric markets, REPs typically quote firm fixed price quotations on a daily basis subject to expiration upon closing of the natural gas markets each business day. This results in a very small window of opportunity (sometimes only hours) to sign and close a new electricity contract. Therefore, at our November 8th meeting, we will request that the Board designate several administrators with authority to execute a proposed REP contract for the district for a term up to sixty months long in duration, so long as the price complies with an established benchmark. Such benchmark will be 10% below the 7.92¢ per KWh rate imposed by the TXU contract, inclusive of all charges except taxes and transmission and distribution charges.

Please contact me if you have any questions or need additional information.

cc: Dr. Byron Terrier
Mr. Pete Pape
Mr. Dave Fluker
Mr. Ron Loveless
Mr. Tracy Moser

**P. O. BOX 30 * BAYTOWN, TEXAS 77522 * (281) 420-4840 * FAX: (281) 421-3274
RPCote@gccisd.net**

SCHOOL BOARD AGENDA ITEM SUMMARY

November 8, 2010

SUBJECT: CONSIDERATION OF THE PURCHASE OF THE READ RIGHT PROJECT

RECOMMENDED ACTION: Approve the purchase of the Read Right Intervention Project for G. W. Carver Elementary School at a cost not to exceed \$63,400.

RATIONALE: This program will provide G. W. Carver Elementary School teachers with intensive training in the Read Right methodology of guided reading and provide the campus with an effective Tier 2 and Tier 3 reading intervention program. Books, recordings, technology and support materials are included in the cost of the program. This program will be purchased with American Recovery and Reinvestment Act (ARRA) funds.

BUDGET PROVISIONS/ACTION REQUIRED: ARRA Funds

RESOURCE PERSONNEL: Dr. Toby York
Ms. Suzanne Heinrich
Mrs. Diana Cox
Mrs. Rachel de Leon

A PROPOSAL TO ESTABLISH A READ RIGHT® PROJECT

Carver Elementary

3/1/2010

www.readright.com

(360) 427-9440
(360) 427-0177 Fax

Read Right Systems
310 West Birch Street
Shelton, WA 98584

OVERVIEW

Read Right Systems, Inc. proposes to establish a project for Carver Elementary, in which up to four staff members (teachers or paraprofessionals) will be trained to implement the Read Right® tutoring methodology and to manage the Read Right project. The trainees will be available to tutor full-time in the Read Right project, and they will be available at the same site for training purposes all day every day plus one hour after the students leave for the entire time our consultants are on site throughout Tutor Training.*

The project can be extended to train a trainer as soon as Tutor Training is complete. One of the Read Right Certified tutors from the Tutor Training will be designated to be trained as a Read Right trainer. Typically by the end of Trainer Training the trainer will have demonstrated competencies required to be awarded Read Right Trainer Certification. She will then be prepared to assume responsibility for quality assurance activities and to train new tutors— to replace tutors lost to staff turnover, to expand the program at existing schools, or to implement new projects in other district schools. The trainer typically also maintains a level of tutoring responsibilities commensurate with time constraints imposed by quality assurance and training responsibilities. The District Trainer is the key liaison between the District and Read Right Systems for issues of quality assurance.

Read Right Systems provides everything required for a successful program: all the books and materials needed for tutoring; staff training in the theoretical constructs upon which our program is based; intensive hands-on training in the Read Right methodology, in performing individual student assessments, and in using the project management and student management systems, assessment kit, graduation kit, training materials, implementation manuals, reporting systems, and quality assurance systems. The Read Right MP3 System includes the MP3 players all the hardware and software required to access the digital audio portion of the library (used in the Excellent Reading Component) and to manage each tutoring session and continuously collect data required for the monthly reporting system.

The client school is responsible to provide a dedicated space for the tutoring furnished with tables, chairs and a three-drawer filing cabinet; identify the staff members to be trained and the students to be served (5 per tutor per period); and schedule the students.

EXPECTED OUTCOMES

1. SIGNIFICANTLY IMPROVED READING ABILITIES OF PARTICIPATING STUDENTS

Participating students will significantly improve their reading abilities—in many cases totally eliminating any reading problems, making it possible for them to read with ease and comfort anything they have sufficient prior knowledge to understand.

Measuring the Results

A standardized, norm-referenced reading test will be given to participating students as pre- and post-measures. If the school has a standardized test they would like to use, the students will need to be tested twice. (Note: Our clients frequently report that the largest gains in test scores happen a year after the student's reading was significantly improved through Read Right tutoring.)

The measure of functionality is a month-by-month measure of a student's ability to read increasingly complex text. When the student first enters the program, the symptoms that emerge during oral reading are noted. The nature, severity, and frequency of these symptoms determine the grade-level of text initially used during his tutoring session. As the student's reading problem is diminished, the symptoms decrease, and he is able to read more complex text. This advancement to more difficult text is tracked and reported on a monthly basis as grade levels of gain.

*If the trainees are not assigned to tutor full-time, they must be available full time when our consultants are on site for training visits, and they must tutor at least 4 periods per day when our consultants are not on site. If they are not assigned to tutor full time on a daily basis, there is increased probability that they will not be able to demonstrate sufficient competency to earn Read Right Tutor Certification by the end of Tutor Training.

2. IMPROVED CRITICAL THINKING ABILITIES OF PARTICIPATING STUDENTS

Critical thinking abilities are a set of skills which allow students to effectively analyze information, make inferences, synthesize information, draw conclusions, and define criteria and make evaluations. Once the students have become comfortable with their role in the other aspects of Read Right® tutoring, the Critical Thinking component will be added to their tutoring schedules.

Measuring the Results

Standardized, norm-referenced reading tests measure critical thinking skills as well as reading abilities. Correctly answering the test items often requires making an inference, synthesizing information, evaluating, analyzing, or drawing conclusions.

3. IMPROVED SELF-ESTEEM OF PARTICIPATING STUDENTS

Because the Read Right methodology works quickly, students become aware of their own progress and become enthusiastic and proud of their accomplishments. As their reading problems diminish in severity, they are able to succeed in their regular classes, which also enhances their self-esteem and self-confidence. Finally, the Read Right methodology requires the student to internalize his or her role in the tutoring process and to assume responsibility and accountability for performing that role. Taking control of one's own destiny is a very empowering action, and has a direct and highly positive effect on self-esteem.

Measuring the Results

Enhancement in self-esteem and self-confidence is frequently manifested by changes in social behaviors (the student interacts more freely and more frequently with peers and adults). Improved self-esteem is also frequently reflected in changes in body carriage (student stands and sits straighter, looks people in the eye while talking, quits using clothing or hair to "hide" the face). An improvement in academic work and increased participation in class activities can also be expected.

4. STAFF WHO ARE EMPOWERED TO HELP AT-RISK STUDENTS ELIMINATE READING PROBLEMS

Staff members will be trained to have the capabilities of assessing each student's reading in order to determine the symptom-set profile and the appropriate entry level as well as to provide the periodic progress evaluations. In addition, the tutoring staff will be sufficiently trained to manage the Read Right project and to work collaboratively to enhance their own understanding of the methodology and the theory that drives it. Read Right Systems will work closely with project personnel during the entire life of the project to insure the integrity of the program and the on-going quality of the project and to provide continuing learning opportunities for the staff. Tutors who demonstrate sufficient competency will be certified as Read Right tutors.

Measuring the Results

Read Right Tutor Certification is awarded based on competency demonstrations. Trainees must demonstrate competency in effectively tutoring a wide range of students, performing assessments required to make proper placement decisions, knowing when it is time to advance a student to more complex text, and correctly determining when it is time to promote or graduate a student. In addition, the conferring of Read Right Tutor Certification indicates that the individual is able to manage the students as well as the project and to work effectively with school personnel to keep the tutoring slots filled. Read Right Tutor Certification is normally earned at the end of Tutor Training.*

*If the trainees cannot demonstrate the requisite competencies to earn Read Right Tutor Certification by the end of the Tutor Training, their training will continue into Trainer Training at the same time the trainer is being trained. Carver Elementary will be advised if trainees are not "on target" as Tutor Training proceeds.

Read Right®

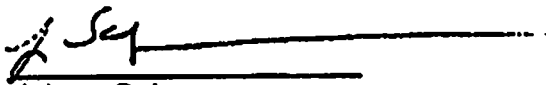
Empowering the mind

SOLE SOURCE AFFIDAVIT

Read Right Systems, Inc. is the sole source of the following products: Read Right Systems Tutor and Trainer Training and Certifications & Audio Book Recordings.

Competition in providing the above named products is precluded by the existence of a patent.

There are no other like products available for purchase that would serve the same purpose or function.



**Jolene Salazar
Accounting
Read Right Systems, Inc.**

ARRA (Stimulus) Allotment Request for Funding Form IDEA B

Name of department requesting: G. W. Carver Elementary

Person responsible for budget implementation: Rachel de Leon

Project to be funded: READ RIGHT® Intervention Project

- All books (850+), recordings, equipment, and support materials needed for tutoring.
- 21 MP3 players with hubs and cables for downloading digitized books from the READ RIGHT MP3 System server recorded specifically for use with the Excellent Reading Component of the Read Right methodology
- 21 head sets for use with the MP3 players
- Seven weeks of intensive, hands on training of our staff in the READ RIGHT methodology, in performing individual student assessments, and in using the project management and student management systems, training materials, implementation manuals, reporting systems and quality assurance systems. The training is generally spread over an 18 week period of time.
- Off-site support when READ RIGHT consultants are not at your school training. This includes telephone and email contact for on-going quality assurance.

Intervention Program intended for: RtI Tiers 2 and 3

Cost for program implementation:

Tutor training, library and support materials:	\$ 61,900.00
Annual lease fee for READ RIGHT®MP3 System:	\$ 1,500.00
Total allocation requested:	\$ 63,400.00

SCHOOL BOARD AGENDA ITEM SUMMARY

November 8, 2010

SUBJECT: CONSIDERATION OF NOMINEES FOR THE GCCISD HEALTH EDUCATION ADVISORY COUNCIL (HEAC)

RECOMMENDED ACTION: Approve names of nominees for GCCISD Health Education Advisory Council as listed below

Candace Ochoa*	Co-Chair
Tanis Fink	Co-Chair
Cindy Brill	Nurse
Paula Ellis	Community Member
Patricia Conejo*	Nurse/Parent
Kelley Skarda*	Parent
Gail Kenny	Hospital Administrator
Adrienne Schoppe*	GCCISD Advisor
Sarah Baldwin*	GCCISD Advisor
Josh Painter*	GCCISD Advisor
Susan Hotchkiss	Parent
Wendy Phillips	Parent
Carolina Avila	Parent
Samantha Cook	Parent

* GCCISD Employee

RATIONALE: In accordance with Senate Bill 283 and Board Policy, members of the GCCISD Health Education Advisory Council must be approved by the Board of Trustees.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable.

RESOURCE PERSONNEL: Dr. Toby York
Mrs. Diana Cox
Mrs. Candace Ochoa

SCHOOL BOARD AGENDA ITEM SUMMARY

November 8, 2010

SUBJECT: CONSIDERATION OF BUDGET AMENDMENT

RECOMMENDED ACTION: Approve Amendment No. 7 as stated in Section 23.47 of the Texas Education Code and reflect the amendment 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 2010-2011 Budget

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Pape

**Goose Creek Consolidated Independent School District
 Estimated Total General Fund Balance
 As of November 8, 2010**

Unaudited General Fund Balance as of August 31, 2010 (net of inventory and prepaid items)	\$51,168,906
General Fund Balance Designations at August 31, 2010:	
Disaster Recovery	<u>(\$5,500,000)</u> <u>(\$5,500,000)</u>
Unadjusted Unaudited Unreserved General Fund Balance as of September 1, 2010	<u>45,668,906</u>
<u>Fund Balance Budget Amendments</u>	
9/27/10 #2 Purchase Order Roll-forward	(1,882,866)
10/11/10 #4 Construction Activities Due To West Town/Pumphrey Closing	(943,596)
10/25/10 #6 Replace Buses Involved in Wreck	(198,392)
Total Change in Fund Balance	<u>(\$3,024,854)</u>
Current Estimated General Fund Balance	<u><u>\$42,644,052</u></u>

BUDGET AMENDMENT

Amendment No. 7
General Fund
Fund No. 199
Local Maintenance Fund

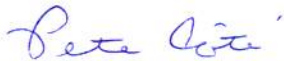
REVENUE INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-00-5749-00-000-1-99-532	E-Rate Funding Revenue	<u>\$ -</u>	<u>\$ 135,595</u>	<u>\$ 135,595</u>

APPROPRIATIONS INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-81-6629-00-732-1-99-000	Building Improvements	<u>\$ -</u>	<u>\$ 135,595</u>	<u>\$ 135,595</u>

This amendment to increase estimated revenues and appropriations \$135,595 in the General Fund is requested by Pete Cote, Executive Director of Support Services and Special Projects, to incorporate into the district's books and records funds to pay the engineering services and connection fee for the District to Sprint Solutions for the buildout of our Sprint/Nextel network, which the Board of Trustees approved February 8, 2010.



Signature

SCHOOL BOARD AGENDA ITEM SUMMARY

November 8, 2010

SUBJECT: CONSIDERATION OF AN INTERLOCAL AGREEMENT WITH HARRIS COUNTY HOSPITAL DISTRICT AND GOOSE CREEK CISD FOR SCHOOL-BASED CLINIC

RECOMMENDED ACTION: The Administration recommends approval of the attached interlocal agreement for the operation of a Harris County Hospital District School-Based Clinic at the San Jacinto Elementary location.

RATIONALE: Entering into this interlocal agreement with Harris County Hospital District will bring preventative and early detection services closer to those who would utilize them.

BUDGET PROVISIONS: 2010-2011 Budget

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Côté
Mr. Rick Peebles

**AGREEMENT BETWEEN
HARRIS COUNTY HOSPITAL DISTRICT
AND
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

This Agreement for Services is entered into by the GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, (GOOSE CREEK CISD), 4544 Interstate I 10 East, Baytown, Texas 77522, and Harris County Hospital District (HCHD), a political subdivision of the State of Texas, Post Office Box 66769, Houston, Texas 77260.

WHEREAS, GOOSE CREEK CISD desires to promote good health for children and families and assist in assuring adequate health services for students; and

WHEREAS, GOOSE CREEK CISD desires to provide adequate health resource information and assistance for students; and

WHEREAS, HCHD as a healthcare provider and political subdivision of the State of Texas may contract with a school district included in the hospital district to provide nursing services and assistance pursuant to TEX. HEALTH & SAFETY CODE ANN. §281.0465, *as amended*; and

WHEREAS, it is the desire of both parties and it is for the benefit of the residents of Harris County to have access to health services and health information.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.
PROGRAM

HCHD will furnish the services of an Advanced Practice Nurse to provide Texas Health Steps (THS) services, immunizations, nursing care for minor acute illness, management of chronic illness, health education, referral follow-up and case management primarily for age-eligible persons residing in GOOSE CREEK CISD. An "Advanced Practice Nurse" (APN) is a registered nurse, currently licensed in the State of Texas, who is prepared for advanced nursing practice by virtue of knowledge and skills obtained in an advanced educational program of study acceptable to the Board of Nurse Examiners for the State of Texas. The clinic will be located at San Jacinto Elementary, 2615 Virginia St., Baytown, TX 77520. School nurses, employed by GOOSE CREEK CISD, will work with HCHD staff to assure appropriately managed referrals to the clinic and provide follow-up when indicated. A Management and Advisory Committee may be formed to offer advice to the clinic(s). The clinic will operate Monday through Friday during hours agreed upon by HCHD and GOOSE CREEK CISD. The clinic will close for HCHD recognized holidays and other days as determined necessary by HCHD.

II.
SCOPE OF SERVICES

HCHD

HCHD agrees to furnish an APN who will provide care in accordance with minimum standards of acceptable professional nursing practice, standing orders, standing delegation orders, and written Protocols, Policies, and Practice Guidelines agreed upon and signed by the APN and a physician on the

medical staff of HCHD. HCHD will also provide other services and personnel reasonably necessary, as determined by HCHD, to perform its obligations during the term of this Agreement as listed below:

- a. Hire, pay, supervise, and train, all nursing staff, project coordinator and clerical support staff providing services pursuant to this Agreement.
- b. Review and record health history.
- c. Obtain the consent of the parent, guardian, managing conservator or other appropriate individual in accordance with applicable laws for health examinations, laboratory tests, medical treatment, referrals, and immunizations.
- d. Determine Title V Grant eligibility, and assist parents, guardians, and managing conservators in applying for benefits under the Children's Health Insurance Program ("CHIP"), the Texas Medical Assistance Program ("Medicaid") and establishing eligibility for HCHD services.
- e. Maintain a schedule of all GOOSE CREEK CISD students requiring services at the clinic.
- f. Maintain and safeguard clinic medical records created, maintained, received, and used by HCHD personnel and physicians on HCHD's medical staff that contain protected health information and electronic health information ("Records") in a safe, secure place with restricted access. "Protected health information" or "electronic health information" is information, including demographic information collected from an individual, that is created, received, transmitted, or maintained by a health care provider in any form or medium; and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care; or the past, present, or future payment for the provision of health care to the individual; and that identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. (45 C.F.R. § 160.103). Release and/or disclosure of the Records in accordance with applicable state and federal laws. The Records will be stored separately from any education records maintained by GOOSE CREEK CISD for its students as defined by the Family Educational Rights and Privacy Act, 20 USC 1232g(a)(4), as amended.
- g. Obtain and review health history, growth measurements and blood pressure as indicated.
- h. Perform physical and mental development checkups. Assess alterations in normal health processes such as developmental delays and mental or behavioral problems. Identify possible referral sources for treatment and follow-up.
- i. Perform THS examinations to include reviewing the results of the hearing and vision tests.
- j. Treat minor acute illnesses.
- k. Refer to HCHD and other medical service providers for treatment as needed.

- l. Provide immunizations as indicated in accordance with state laws.
- m. Request lab tests, review results, and recommend appropriate and timely follow-up of all abnormal results.
- n. Provide clinical medical forms.
- o. Provide available medical supplies and pharmaceuticals as prescribed.
- p. Provide eligibility workers to assist parents, guardians, managing conservators, and eligible Harris County residents with the application and registration process for HCHD services.
- q. Collect data and generate reports as required by HCHD and GOOSE CREEK CISD.
- r. Appropriately dispose of bio-hazardous waste in the clinic area, created by HCHD personnel.
- s. Serve on advisory and management committees as requested or required.
- t. Manage billing and collection procedures.

GOOSE CREEK CISD

GOOSE CREEK CISD shall provide suitable space within its Annex Campus or such other suitable space hereinafter referred to as “the Premises” as determined by GOOSE CREEK CISD. The Premises shall consist of the physical plant/facility and the contiguous land or property under GOOSE CREEK CISD’s management and control, and it shall be in compliance with all applicable State and local building codes and any other requirements for the jurisdiction in which it is located. GOOSE CREEK CISD is not hereby granting nor is HCHD hereby receiving a leasehold interest in the Premises. GOOSE CREEK CISD has no expectation of and makes no demand for compensation from HCHD or the patients and clients served under this Agreement. GOOSE CREEK CISD represents and warrants that it has legal authority to provide the Premises to HCHD and that HCHD may use the Premises subject to the terms and conditions of this Agreement.

GOOSE CREEK CISD agrees to provide the following services, in addition to any Premises and other services reasonably necessary to perform its obligations during the term of the Agreement:

- a. Provide coordination with GOOSE CREEK CISD Health and Medical Services and school nurses.
- b. At no cost to HCHD, provide secured space within its GOOSE CREEK CISD facility suitable to house HCHD’s School-based clinic along with access lines for voice and data.
- c. Perform vision, hearing, speech, and scoliosis screenings and review immunization information as required by GOOSE CREEK CISD and the State of Texas.
- d. Provide case management services when indicated.
- e. Assure confidentiality of protected health care information in its possession and control.

- f. Collect data and generate reports required by GOOSE CREEK CISD.
- g. Serve on advisory and management committees as required or requested.

III.
BILLING AND COLLECTION OF PAYMENTS FOR SERVICES

HCHD and GOOSE CREEK CISD shall remain separate and distinct legal entities under separate identity, ownership, and financial and administrative control. HCHD has not created or acquired any right or interest in the GOOSE CREEK CISD for the purpose of furnishing health care services.

HCHD and its staff may, in accordance with applicable HCHD policies and procedures, collect payment(s) from patients or other responsible parties for services rendered.

HCHD staff will be solely responsible for collection, storage, and transporting any payment(s) received from patients and third parties on behalf of the patient. This responsibility cannot be delegated to GOOSE CREEK CISD staff. All collection activity will be performed under the sole supervision, management, direction and control of HCHD.

GOOSE CREEK CISD will not be liable for any expenses or costs of any kind incurred by HCHD incidental to the collection, storage, transportation and accounting of any payments received.

This contract does not obligate HCHD or its staff to provide non-emergent medical treatment to GOOSE CREEK CISD employees, officers, licensees, invitees or any other third parties.

IV.
TERM OF AGREEMENT

This Agreement shall commence on September 1, 2010 and continue through August 31, 2011, unless terminated sooner by either party. This Agreement may be terminated by either party as provided in the termination section of this Agreement.

V.
NO FINANCIAL OBLIGATION

Both parties are aware and understand that no funds are to be paid by either party pursuant to this Agreement, notwithstanding any other provisions that may be contained within this Agreement. Such understanding is of the essence of this Agreement and GOOSE CREEK CISD and HCHD both understand that neither party to this Agreement shall be liable to pay the other party any funds whatsoever pursuant to this Agreement.

VI.
LIABILITY

The parties' liability for the wrongful acts, omissions, or negligence of their employees is governed by the Texas Tort Claims Act, TEX. CIV. PRAC. & REM. CODE ANN. §§ 101.001 *et seq.*, as amended. The parties agree that no provision of the Agreement extends liability to HCHD or GOOSE CREEK CISD beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Further, the parties understand and agree that they shall not indemnify for any loss, liability or expense whatsoever arising out of or in relation to this Agreement.

VII.
REPORTS

HCHD agrees to furnish all information, documentation, and reports requested by GOOSE CREEK CISD pertaining to the services performed incident to this Agreement to the extent such request for information does not violate any state or federal laws. GOOSE CREEK CISD reserves the right to perform an evaluation of these services in order to determine the benefits conferred upon GOOSE CREEK CISD. GOOSE CREEK CISD shall provide HCHD with all data necessary to conduct the services specified in this Agreement and all data necessary for evaluation of the services and for planning future related services.

VIII.
RELATIONSHIP OF PARTIES

It is understood and agreed that HCHD is an independent contractor and that neither HCHD nor any employee or agent contracted by HCHD shall be deemed for any purpose to be an employee or agent of GOOSE CREEK CISD. This Agreement does not create a joint venture or business partnership under Texas law. HCHD assumes responsibility, within the limitations set forth in this Agreement, for the actions of its personnel while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security taxes), workers' compensation, disability benefits and like requirements and obligations.

IX.
TERMINATION OF AGREEMENT

Either party shall have the right to terminate this Agreement, with or without cause, upon the provision of fifteen (15) days prior written notice to the other party. Neither party shall incur liability for termination of this Agreement in compliance with this provision. Upon termination, HCHD will remove or arrange for removal or disposal of any protected health information regardless of its form or medium, any bio-medical waste created by HCHD personnel, and any HCHD owned furnishings, supplies, equipment, and records and peaceably surrender the school-base clinic space to GOOSE CREEK CISD, reasonable wear and tear excepted. Termination of this Agreement will not relieve either party of any obligation that continues or extends beyond the Privacy and Security Requirements as defined in this Agreement.

X.
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To HCHD

Harris County Hospital District
Post Office Box 66769
Houston, Texas 77266
Attn.: President & CEO

To GOOSE CREEK CISD Goose Creek Consolidated ISD
4544 Interstate I 10 East
Baytown, Texas 77522
Attn.: Superintendent of Schools

Any party may designate a different address by giving the other party ten calendar days written notice in the manner provided above.

XI.
MANAGEMENT AND ADVISORY COMMITTEE

The parties may form a Management and Advisory Committee ("the Committee"). The overall purpose of the Committee is to review the terms and conditions of this Agreement, identify problems and offer suggestions for change. Therefore, the Committee or individual members of the Committee may not take any actions or implement any rules that have not been mutually approved by GOOSE CREEK CISD and HCHD. The parties may, but are not limited to the following:

- (a) Review and establish procedures necessary to implement this Agreement;
- (b) Resolve any problems that may arise incident to the implementation of this Agreement; and
- (c) Determine the duties provided by each party involved in the performance of this Agreement.
- (d) Determine its effectiveness in meeting the needs of the Annex Campus.
- (e) Determine the composition of the Committee with a goal to obtain a representative sample of the community. Committee members will not receive compensation for his or her participation and will not be considered an employee or agent or either GOOSE CREEK CISD or HCHD.

Members may include parents, guardians, teachers, representatives of GOOSE CREEK CISD, and HCHD representatives, as well as other community representatives deemed appropriate by GOOSE CREEK CISD and HCHD.

Each Member of the Committee shall maintain all information and Records confidential unless disclosure is mandated by applicable Federal or State laws and regulations. The Committee members may be required to sign a Confidentiality Agreement or some similar document. The Committee will convene as often as necessary to accomplish the goals of this Agreement, meet the needs of the Annex Campus, and offer suggestions to GOOSE CREEK CISD as deemed appropriate.

XII.
FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The parties understand and agree that neither HCHD nor the school-based clinic program is an educational agency or institution to which federal funds have been made available under a program administered by the Secretary of the U.S. Department of Education or his or her designee pursuant to 34

C.F.R. § 99.1, as amended. The parties further understand and agree that neither HCHD nor the school-based clinic maintains any education records on behalf of GOOSE CREEK CISD. To the extent that HCHD comes into possession of student records incidental to this Agreement, HCHD agrees to comply with all requirements of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. §1232g) as amended.

The parties agree that protected health information created, maintained, or used by the HCHD nurses and other personnel assigned to provide medical and nursing services as part of the school-based clinic is maintained separately from any health information created by school nurses employed by GOOSE CREEK CISD. All identifiable health information created, maintained and used by HCHD and its assigned staff shall be treated as confidential and may be released or disclosed only in accordance with all applicable federal, state, and licensing authorities' laws, rules and regulations.

XIII.
TEXAS PUBLIC INFORMATION ACT

Both HCHD and GOOSE CREEK CISD shall hold all documents and Records relevant to this Agreement as confidential, *except* to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV'T CODE § 552.001 *et seq.*, as amended. the "Act"). Notwithstanding the foregoing, in the event that GOOSE CREEK CISD is required to furnish information or Records, pursuant to the Act, HCHD shall furnish to GOOSE CREEK CISD all such information and Records in its possession that is responsive to the required release, provided, however state and federal laws concerning the use, disclosure, confidentiality, and maintenance of Records as set forth in Article XIV will not be violated.

GOOSE CREEK CISD shall have the right to release such information and Records in accordance with the Act. The parties mutually agree that either party may seek the advice of the Attorney for the State of Texas regarding the disclosure of Records and either party may rely on such advice. GOOSE CREEK CISD shall pay to HCHD any fees and charges associated with producing the Records as permitted by the Act.

XIV.
CONFIDENTIALITY OF RECORDS

GOOSE CREEK CISD agrees to comply with all applicable Federal, State, and licensing authorities' laws, rules, and regulations regarding records and governmental records, including the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended, (collectively referred to herein as the "Privacy and Security Requirements").

GOOSE CREEK CISD will ensure that its school nurses and other representatives employed by GOOSE CREEK CISD receive training in order to comply with the requirements of any and all applicable federal and state laws concerning patients and their protected health information and electronic health information, including, but not limited to, the Privacy and Security Requirements.

XV.
SECTION HEADINGS

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

XVI.
NO WAIVER OF IMMUNITY

Neither party relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein.

XVII.
NO WAIVER OF BREACH

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of a breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

XVIII.
GOVERNING LAW

This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of Texas. The parties consent to the jurisdiction and venue of the courts of Harris County, Texas, for any action under this Agreement.

XIX.
TRIPPLICATE ORIGINALS

This Agreement is executed in three originals, each of which shall be of equal full force and effect.

XX.
NO ASSIGNMENT

No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part without prior written consent of the other party.

XXI.
CONTRACT CONSTRUCTION

This Agreement shall not be construed against the party that prepared it but shall be constructed as though prepared by both parties. This Agreement shall be construed, interpreted, and governed by the laws of the State of Texas.

XXII.
AUTHORIZATION OF AGREEMENT

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

XXIII.
COMPLETE UNDERSTANDING

This Agreement shall constitute the complete understanding of HCHD and GOOSE CREEK CISD and may not be modified in any manner without the express written consent of both parties.

XXIV.
NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto.

IN WITNESS THEREOF, this Agreement has been executed by Harris County Hospital District and GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT by duly authorized representatives in triplicate originals of equal force and effect:

HARRIS COUNTY HOSPITAL DISTRICT

**GOOSE CREEK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: _____
David Lopez
President & CEO
Date Signed: _____

By: _____
Printed Name: _____
President, Board of Education
Date Signed: _____

ATTEST/SEAL

By: _____
Printed Name: _____
Secretary, Board of Education
Date Signed: _____

APPROVED AS TO LEGAL FORM ONLY:
VINCE RYAN
County Attorney

APPROVED AS TO LEGAL FORM ONLY:

By: _____
Lorna Jones
Assistant County Attorney
10hsp1022

By: _____
Printed Name: _____
Attorney for GOOSE CREEK CISD

**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

November 8, 2010

SUBJECT: **CONSIDERATION OF ADMINISTRATIVE PERSONNEL**

RECOMMENDED ACTION: Approve Principal at Gentry Junior School.

RATIONALE: Board approval is required to fill administrative vacancies.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
 Dr. Byron Terrier

/jr

SCHOOL BOARD AGENDA ITEM SUMMARY

November 8, 2010

SUBJECT: **CONSIDERATION OF ADMINISTRATIVE PERSONNEL**

RECOMMENDED ACTION: Approve Counselor at Goose Creek Memorial High School.

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

November 8, 2010

ELECTION

Vicky Woods, as Counselor at Goose Creek Memorial High School.

- | | |
|----------------------|---|
| A. Degrees Conferred | Bachelor of Science, University of Texas
Master of Education, Sam Houston State University |
| B. Certification | Provisional Social Studies Composite
Standard Counselor |
| C. Experience | 6 years – Teacher, Goose Creek CISD |
| D. Interviewers | Dr. Byron Terrier, Janci Alexander, Matt Bolinger,
Al Richard, Tiffany Upshaw |