



# GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**DATE, TIME, LOCATION: MONDAY, NOVEMBER 9, 2009, 6:30 PM  
REGULAR MEETING OF THE BOARD OF TRUSTEES  
ADMINISTRATION BUILDING BOARD ROOM  
4544 INTERSTATE 10, BAYTOWN, TEXAS**

## **AGENDA**

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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**  
ASSISTANT SUPERINTENDENT  
ADMINISTRATIVE SERVICES

November 9, 2009

TO: DR. TOBY YORK  
FROM: BYRON TERRIER  
**SUBJECT: OPENING EXERCISES FOR NOVEMBER 9, 2009, BOARD MEETING**

The opening exercises for the November 9, 2009, Board Meeting will be given by the students of Carver Elementary School.

The pledges will be led by Brayson Earnest and Alexis Ayala.

The students will perform the song "Entrance of the Dragon Riders" by Teresa Jennings, on recorder, and give a brief explanation of how the Recorder Karate Incentive Program works. Students participating are: Alexis Ayala, Adamia Coverson, Brayson Earnest, Jonathan Earnest, Victoria Jaramillo, Kayla Lindsey, Jazeel Mata, and Daniella Valverde.

The students are under the direction of teacher Ms. Katherine McGrew-Almazan and principal Ms. Rachel de Leon.

/rn



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**BYRON P. TERRIER**  
ASSISTANT SUPERINTENDENT  
ADMINISTRATIVE SERVICES

October 26, 2009

TO: DR. TOBY YORK  
FROM: BYRON TERRIER  
SUBJECT: EMPLOYEE RECOGNITIONS

Tammy Davis, Child Care Center Director of the Peter E. Hyland Learning Program, has been named Administrator of the Year by the Texas Area Association for the Education of Young Children.

This award is given to an outstanding early childhood administrator who is committed to overseeing a high quality early childhood learning environment while serving as a role model for early childhood practitioners.

In May, Ms. Davis was named Administrator of the Year by the Houston Area Association for the Education of Young Children.

Ms. Davis has been the Child Care Director of the Peter E. Hyland Learning Program for the past four years, and has worked in the early childhood field for 20 years.

/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 26, 2009

**REGULAR MEETING**

The Board of Trustees and the Administrative Staff of the Goose Creek Consolidated Independent School District met in a Regular Meeting on Monday, October 26, 2009, in the Board Room of the Administration Building, 4544 Interstate 10, 6:29 p.m., with the following Board members present:

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

**ABSENT:** None

**OPENING EXERCISE**

Board Member Wilyne Laughlin asked for a Moment of Silence and led the prayer.

The opening exercise was given by the students of Ashbel Smith Elementary School. The pledges were led by Johana Chavez and Yaraaixa Torres. The students performed an autumn theme skit and song. Students participating were: Jessenia Aguilera, Hector Alvarez, Jennifer Huerta, Michael Curiel, Yaraaixa Torres, Ruth Patino, Elysia Ramirez, Catalyna Jimenez, and Joel Lopez.

The students were under the direction of teachers Ms. Katherine Stangle and Ms. Blair Purvis and principal Ms. Suzanne Raymundo.

**PUBLIC HEARING**  
**School Financial Integrity Rating System of Texas Report**  
**Fiscal Year 2007-2008**

At approximately 6:37 p.m., the Board of Trustees conducted a public hearing to discuss the School Financial Integrity Rating System of Texas (FIRST) Report for the Fiscal Year 2007-2008 from the Texas Education Agency. President Agustin Loreda asked if any one present wished to address the FIRST Report. No one registered to speak. Mr. Loreda adjourned the Public Hearing at approximately 6:48 p.m.

**RECOGNITIONS AND ACKNOWLEDGEMENTS**

Since 2006, Kim and Roger Elswick have recognized the efforts of Goose Creek CISD juniors and seniors who had perfect attendance over the preceding year. Students from the two high schools were entered in a drawing for a new car. This year, the Elswicks added a second drawing for a fee car for Goose Creek Memorial High School and Barbers Hill High School for seniors who had perfect attendance over the preceding year. The Board of Trustees honored Roger and Kim Elswick, owners of the Community Toyota/Community Kia dealerships for their support and generosity during the last four years.

## CITIZENS PARTICIPATION

Ms. Dyann Hyland, wife of the late Peter E. Hyland, addressed the Board regarding the renaming of the Peter E. Hyland Alternative Learning Program. Mrs. Hyland expressed her appreciation to the Board for considering naming this facility after Mr. Hyland.

## DISPOSITION OF MINUTES

### September 16, 2009, Board Workshop

Mr. Burg moved and Mr. Martin seconded the motion **THAT THE BOARD APPROVE THE SEPTEMBER 16, 2009, REGULAR BOARD MEETING MINUTES AS PRESENTED.** The motion passed with Mr. Loreda, Mr. Martin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion. Ms. Laughlin abstained.

### September 28, 2009, Board Meeting

Mr. Martin moved and Ms. Laughlin seconded the motion **THAT THE BOARD APPROVE THE SEPTEMBER 28, 2009, REGULAR BOARD MEETING MINUTES AS PRESENTED.** The motion passed with Mr. Loreda, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

## ITEMS OF DISCUSSION

### **8075. CONSIDERATION OF THE GUARANTEED MAXIMUM PRICE (GMP) AS SUBMITTED BY BARTLETT COCKE CONSTRUCTION (BCLP) FOR THE PETER E. HYLAND ALTERNATIVE LEARNING PROGRAM SITE**

Mr. Hoskins moved and Mr. Burg seconded the motion **THAT THE BOARD APPROVE THE GMP OF \$5,077,103, AS SUBMITTED BY BARTLETT COCKE, FOR THE CONSTRUCTION OF THE NEW ADDITION TO THE PETER E. HYLAND ALTERNATIVE PROGRAM SITE.** The motion passed with Mr. Loreda, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

### **8076. CONSIDERATION OF NAMING THE CURRENT SITE OF THE PETER E. HYLAND ALTERNATIVE LEARNING PROGRAM**

Mr. Burg moved and Mr. Hoskins seconded the motion **THAT THE BOARD APPROVE THE NAMING OF THE CURRENT SITE OF THE PETER E. HYLAND ALTERNATIVE LEARNING PROGRAM TO THE PETER E. HYLAND CENTER.** The motion passed with Mr. Loreda, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

### **8077. CONSIDERATION OF RENAMING THE PETER E. HYLAND ALTERNATIVE LEARNING PROGRAM**

Mr. Hoskins moved and Ms. Coffey seconded the motion **THAT THE BOARD APPROVE THE RENAMING OF THE PETER E. HYLAND ALTERNATIVE LEARNING PROGRAM TO THE PETER E. HYLAND LEARNING PROGRAM.** The motion passed

with Mr. Loredó, Mr. Martin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion. Ms. Laughlin voted against.

**8078. CONSIDERATION OF NAVIANCE SUCCEED TO BE USED AS A TOOL FOR STUDENTS AND COUNSELORS IN THE DEVELOPMENT OF STUDENT SIX-YEAR GRADUATION PLANS**

Mr. Hoskins moved and Ms. Coffey seconded the motion **THAT THE BOARD APPROVE THE PURCHASE OF NAVIANCE SUCCEED AS AN ONLINE TOOL AT A COST OF \$32,555.** The motion passed with Mr. Loredó, Mr. Martin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion. Ms. Laughlin voted against the motion.

This tool will be used to improve student course planning, career planning, and college planning. This program guides and monitors the personal progress of students as they prepare for career and/or college goals.

**8079. CONSIDERATION OF EMPLOYMENT AND RESIGNATION REPORT**

The Board received the annual Employment and Resignation Report on the employment and resignation of personnel.

**8080. CONSIDERATION OF CONSENT AGENDA**

Mr. Hoskins moved and Mr. Martin seconded the motion **THAT THE BOARD REMOVE ITEMS THREE AND TEN FROM THE CONSENT AGENDA AND APPROVE ITEMS ONE AND TWO, FOUR THROUGH NINE, AND ELEVEN THROUGH TWELVE AS PRESENTED.** The motion passed with Mr. Loredó, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

**1. Budget Amendments**

The Board approved Budget Amendment Nos. 6 through 10 as stated in Section 23.47 of the Texas Education Code.

Amendment No. 6

This amendment to increase appropriations \$121,200 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 for the installation costs for school-based clinic at San Jacinto Elementary School.

Amendment No. 7

This amendment to increase appropriations \$6,742,694 in the General Fund was requested by David Fluker, Executive Director of Facilities Construction and Management, to incorporate into the District's books and records funds to proceed with construction activities. These needs were created by the closure of the West Town facility.

Amendment No. 8

This amendment to redistribute appropriations of \$132,000 between Function 11, Instructional, and Function 52, Security and Monitoring Services, was requested by Pete Pape, Chief Financial Officer, to purchase vehicles and radios for the Security Department.

Amendment No. 9

This amendment to redistribute appropriations of \$148,000 between Function 11, Instructional, and Function 32, Social Work Services, was requested by Pete Pape, Chief Financial Officer, to fund after-school programs at Carver, San Jacinto, Harlem, and Ashbel Smith Elementary Schools.

Amendment No. 10

This amendment to increase appropriations of \$3,904,966 was requested by Pete Pape, Chief Financial Officer, to incorporate into the District's books and records the appropriations for outstanding purchase orders at August 31, 2009.

**2. Tax Refunds**

The Board approved the tax refunds for Commerce Land Title for overpayment of \$2,618.58 and Kathy Conder for overpayment of \$4,618.87 in accordance with Section 31.11 of the State Property Code with the provision that no taxes are owed by the referenced parties on any account.

**4. Literacy Consulting Contract with Deb Diller and Associates**

The Board approved the contract with Deb Diller and Associates in the amount of \$28,750. This will provide literacy services for San Jacinto Elementary.

**5. Strengthening Adolescents and Families Effectively (SAFE) Communities in Schools-Baytown Funding Grant for fall 2009 through spring 2010.**

The Board approved the Memorandum of Understanding between Communities in Schools (CISB) and Goose Creek Consolidated Independent School District to implement the Strengthening Adolescents and Families Effectively After-School Program in the amount of \$24,400.

**6. Purchase of Fountas & Pinnell Leveled Literacy Intervention Orange, Green, and Blue System**

The Board approved the purchase of Fountas & Pinnell Leveled Literacy Intervention System in the amount of \$75,089.04. This will pay for services for reading and writing intervention for struggling students in Grades K, 1, and 2.

**7. Purchase of Edusmart Science Multimedia Supplemental Resource**

The Board approved the purchase of Edusmart from Edumatics Corporation for thirteen elementary schools at a cost of \$3,950 each for a total cost of \$51,350 with an additional cost of \$995 per campus to cover multiyear updates. This is a grand total of \$64,285.

**8. Purchase of Supplementary Resources for English as a Second Language (ESL) Teachers**

The Board approved the purchase of *Tales for Teaching Math and Science* Literature Kits for Junior and High School ESL teachers at a cost of \$52,415.

**9. Purchase of Literacy Curricula for East Harris County Cooperative for Deaf Education Elementary Students**

The Board approved the purchase of literacy curricula for elementary students in the East Harris County Cooperative for Deaf Education (EHCCDE).

**11. Approve the Superintendent or Designee(s) to Commit to a Contract with a Retail Electrical Provider**

The Board approved 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.

**12. Donations**

The Board approved the donation from ExxonMobil in the amount of \$12,000 and the donation from ExxonMobil in the amount of \$38,000.

**13. Superintendent's Expenditures**

The Board approved the Superintendent's Expenditures in the amount of \$499.

**3. Interlocal Contract with David H. Schaumann**

Ms. Coffey moved and Mr. Martin seconded the motion **THAT THE BOARD APPROVE THE INTERLOCAL CONTRACT WITH DAVID H. SCHAUMANN FOR SERVICES RENDERED IN AN AMOUNT NOT TO EXCEED \$30,000 BETWEEN OCTOBER 27, 2009, AND JUNE 4, 2010.** The motion passed with Mr. Loreda, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

This will provide speech therapy services for the District.

**10. Competitive Sealed Proposal Method of Delivery System for the Construction of the Special Education Office Facility Located in the San Jacinto Mall**

Mr. Burg moved and Mr. Hoskins seconded the motion **THAT THE BOARD APPROVE THE METHOD OF DELIVERY FOR CONSTRUCTION SERVICES FOR THE SPECIAL EDUCATION OFFICE FACILITY PROJECT.** The motion passed with Mr. Loreda, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

**8081. CONSIDERATION OF SUPERINTENDENT’S REPORTS – Career and Technical Education Update**

Ms. Suzanne Heinrich, Executive Director of Administrative Services, Mr. Kevin Parker, Director of Career and Technical Education, and Monelle Rougeau, Career and Technical Education Coordinator, presented an oral and PowerPoint presentation regarding Career and Technical Education.

**8082. FUTURE BOARD AGENDA ITEMS  
BOARD TRAINING  
BOARD MEETINGS**

Future Board Agenda Items

Proposed road construction at North Main and Wallisville Road  
Education Foundation Membership  
Transportation Report  
Travel Reimbursement Policy for employees that attend conventions  
Proposed new graduation requirements (early December, late November)  
Grading policy revisions coming forth from TASB with Policy Update 86

Board Training

Legal Seminar Series 2009-10  
Texas Education Code Training—December 2, 2009  
2009 Winter Governance and Legal Seminar, February 11-13  
NSBA Convention in Chicago

Board Meetings

Consider canceling or rescheduling the following meeting dates:

December 28, 2009  
January 25, 2010  
March 22, 2010  
April 12, 2010

Future Board Visits

President Loredo reminded Board members of the Board visit on November 6. Board members will visit San Jacinto Elementary, Baytown Junior, and Travis Elementary.

**CLOSED SESSION**

At approximately 9:08 p.m., President Agustin Loredo recessed the Regular Meeting into a Closed Meeting with the following statement:

“The Board will now recess into Closed Session pursuant to the following sections of the Texas Open Meetings Act: 551.071, Private Consultation with the Board’s attorney, 551.072, Discussing purchase, exchange, lease, or value of real property, 551.073, Discussing negotiated contracts for prospective gifts or donations, and 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 9:53 p.m., the Board reconvened into Regular Session with President Loredo presiding. No action was taken while in Closed Session.

**8083. CONSIDERATION OF PERSONNEL**

Mr. Martin moved and Ms. Laughlin seconded the motion **THAT THE BOARD ACCEPT THE ONE RESIGNATION AND APPROVE THE ONE ELECTION AS PRESENTED.** The motion passed with Mr. Loredo, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

Resignation Accepted:

**Anneke Rakowitz**, special education teacher at Cedar Bayou Junior School, resigned effective September 21, 2009. Mrs. Rakowitz relocated out of the Baytown area.

Approved Election:

**Laura Stewart**, teacher, assigned to Ross S. Sterling High School.

**ADJOURNMENT**

President of the Board Agustin Loredo adjourned the Board meeting at approximately 9:53 p.m.

**SCHOOL BOARD AGENDA ITEM SUMMARY**

November 9, 2009

**SUBJECT: CONSIDERATION OF DONATION FROM EXXONMOBIL**

**RECOMMENDED ACTION:** Approve the donation from ExxonMobil in the amount of \$26,800.00. The funds will be used to support a new signature Math Program for Goose Creek CISD students entitled MATH COUNTS and to upgrade technology for math instruction at ExxonMobil partner schools.

**RATIONALE:** In accordance with Board Policy and Administrative Guidelines, the Board of Trustees approves all donations over \$4,999.99.

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

**RESOURCE PERSONNEL:** Dr. Toby York  
Ms. Diana Cox  
Ms. Jackie Shuman

**Exxon Mobil Corporation**  
5000 Bayway Drive  
Baytown, Texas 77520  
281 834 7340 Telephone  
281 834 2261 Facsimile

**Neely S. Nelson**  
Public Affairs Manager  
Baytown Area

**ExxonMobil**

October 22, 2009

Goose Creek Consolidated ISD  
Attn: Dr. Toby York Superintendent  
P O Box 30  
Baytown, Texas 77522

Dear Dr. York:

Enclosed is our check in the amount of Twenty-six Thousand Eight Hundred Dollars (\$26,800) for Goose Creek Consolidated Independent School District. We are pleased to be able to contribute in support of a new signature Math Program for Goose Creek CISD students entitled MATH COUNTS and to upgrade technology for math instruction at ExxonMobil partner schools.

This contribution is being made on behalf of the ExxonMobil sites in Baytown and Mont Belvieu. Any publicity related to this contribution should be in the name of ExxonMobil.

Regards,



Connie Tilton  
*Baytown Area Public and Government Affairs Advisor*

Enclosure

EXXON MOBIL CORPORATION  
OR AN AFFILIATED COMPANY  
P O BOX 2519  
HOUSTON, TX 77252-2519

PAGE 1 OF 1

CHECK # 2500447470  
CHECK DATE: 10/14/2009

2100094 01 SD T 3198 S403

GOOSE CREEK CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT  
PO BOX 30  
BAYTOWN TX 77522

CODE	OUR REFERENCE	DATE	YOUR REFERENCE	NET AMOUNT
PAY4	1900024389	10/07/2009	79583	\$26,800.00
Payment made per agreement with ExxonMobil contracting entity. Refer inquiries to 1-800-833-1510 or check payment status at www.payment-advice.com				

* INCLUDE WITH EACH INQUIRY	PAYEE ID NUMBER	CHECK #	CHECK DATE	CHECK AMOUNT
	0006318222	2500447470	10/14/2009	*****\$26,800.00



DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK # 2500447470 ATTACHED BELOW

EXXON MOBIL CORPORATION  
OR AN AFFILIATED COMPANY  
P O BOX 2519  
HOUSTON, TX 77252-2519

CHECK #: 2500447470

62-20  
311

CHECK DATE: 10/14/2009

Twenty-six Thousand Eight Hundred and 00/100 Dollars

PAY TO THE ORDER OF: GOOSE CREEK CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT  
PO BOX 30  
BAYTOWN TX 77522

\*\*\*\*\*\$26,800.00

VOID AFTER SIX MONTHS

*Evan M Van Kirk*  
AUTHORIZED SIGNATURE

CITIBANK, N.A.  
ONE PENN'S WAY, NEW CASTLE, DE 19720

PAYEE ID NUMBER  
0006318222

⑈ 2500447470⑈ ⑆ 031100209⑆ 38695979⑈  
14

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

November 9, 2009

**SUBJECT: CONSIDERATION OF THE PURCHASE OF 23.93 ACRES OF REAL PROPERTY AT 2200 MARKET STREET**

**RECOMMENDED ACTION:** Approve the purchase of 23.93 acres of real property at 2200 Market St. for \$1,540,000.00. This property was the former Hasty Transfer site.

**RATIONALE:** Approval of the purchase of the property allows the Goose Creek CISD to move forward with its planned renovations of the warehouse facility at this site.

**BUDGET PROVISIONS/ACTION REQUIRED:** Fund Balance

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



TEXAS ASSOCIATION OF REALTORS®  
**COMMERCIAL CONTRACT - IMPROVED PROPERTY**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED  
 ©Texas Association of REALTORS®, Inc. 2005

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: RSSJ HOLDINGS LLC  
 Address: 11104 Sheppard Ave. East, Scarborough ON M1B  
 Phone: (905) 428-0956 Fax: (905) 428-9833  
 E-mail: richard@electro-meters.com

Buyer: GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
 Address: 4544 INTERSTATE 10 EAST, BAYTOWN, TX 77521  
 Phone: (281) 420-4819 Fax: (281) 420-4815  
 E-mail: rpcote@gccisd.net

2. **PROPERTY:**

A. "Property" means that real property situated in HARRIS County, Texas at  
2200 MARKET ST.  
 (address) and that is legally described on the attached Exhibit "A & B" or as follows:  
N/A

- B. Seller will sell and convey the Property together with:
- (1) all buildings, improvements, and fixtures;
  - (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
  - (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
  - (4) Seller's interest in all licenses and permits related to the Property;
  - (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
  - (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
  - (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: NO EXCEPTIONS

*(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)  
 (If the Property is a condominium, attach condominium addendum.)*

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing ..... \$ 1,540,000.00  
 B. Sum of all financing described in Paragraph 4 ..... \$ \_\_\_\_\_  
 C. Sales price (sum of 3A and 3B) ..... \$ 1,540,000.00

(TAR-1801) 10-18-05 Initialed for Identification by Buyer \_\_\_\_\_, \_\_\_\_\_ and Seller \_\_\_\_\_, \_\_\_\_\_ Page 1 of 13

**4. FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- A. **Third Party Financing:** One or more third party loans in the total amount of \$ N/A. This contract:
  - (1) is not contingent upon Buyer obtaining third party financing.
  - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum.
- B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum, Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ N/A.
- C. **Seller Financing:** The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum in the amount of \$ N/A.

**5. EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ 10,000.00 as earnest money with AMERIPOINT TITLE ERWIN WILBANKS, ATTY. (escrow agent) at ONE RIVERWAY, STE 1700, HOUSTON, TX 77056 (address). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract by providing written notice to Buyer before Buyer deposits the earnest money and may exercise Seller's remedies under Paragraph 15.
- B. Buyer will deposit an additional amount of \$ N/A with the escrow agent to be made part of the earnest money on or before:
  - (i) N/A days after Buyer's right to terminate under Paragraph 7B expires; or
  - (ii) N/A.
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the escrow agent to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

**6. TITLE POLICY, SURVEY, AND UCC SEARCH:**

- A. **Title Policy:**
  - (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by AMERIPOINT TITLE (title company) in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
    - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
    - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
  - (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
    - (a) will not be amended or deleted from the title policy.
    - (b) will be amended to read "shortages in areas" at the expense of  Buyer  Seller.
  - (3) Buyer may object to any restrictive covenants on the Property within the time required under Paragraph 6D.
  - (4) Within 14 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 5 days after the effective date:

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's existing survey of the Property dated N/A along with an affidavit required by the title company for approval of the survey. If the survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a survey acceptable to the title company and deliver the acceptable survey to the buyer and the title company within 15 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 15 days if necessary for Seller to deliver an acceptable survey within the time required.

C. UCC Search:

- (1) Within N/A days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within 16 days after Buyer receives the commitment, copies of the documents evidencing title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. **PROPERTY CONDITION:**

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: NO EXCEPTIONS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Feasibility Period: Buyer may terminate this contract for any reason within 60 days after the effective date (feasibility period) by providing Seller written notice of termination. (*Check only one box.*)

- (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 300.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the escrow agent. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to timely deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.
- (2) Not later than 3 days after the effective date, Buyer must pay Seller \$ N/A as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to timely pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.
- (3) Buyer must:
- employ only trained and qualified inspectors and assessors;
  - notify Seller, in advance, of when the inspectors or assessors will be on the Property;
  - abide by any reasonable entry rules or requirements of Seller;
  - not interfere with existing operations or occupants of the Property; and
  - restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (4) ~~Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.~~

D. Property Information:

- (1) Delivery of Property Information: Within 16 days after the effective date, Seller will deliver to Buyer:
- (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- (b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;

- (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (e) copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- (g) copies of all current warranties and guaranties relating to all or part of the Property;
- (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- (i) copies of all leasing or commission agreements that currently relate to all or part of the Property;
- (j) a copy of the "as-built" plans and specifications and plat of the Property;
- (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- (l) a copy of Seller's income and expense statement for the Property from \_\_\_\_\_ N/A \_\_\_\_\_ to \_\_\_\_\_ N/A \_\_\_\_\_;
- (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (n) real & personal property tax statements for the Property for the previous 2 calendar years; and
- (o) Copies of any and all oil, gas and all other mineral leases pertaining to the property in any way.

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer and all copies that Buyer made of those items; and (b) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed. This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

## 8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any non-occupancy of the leased premises by a tenant;
- (4) any advance sums paid by a tenant under any lease;
- (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within \_\_\_\_\_ N/A \_\_\_\_\_ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than \_\_\_\_\_ N/A \_\_\_\_\_ by each tenant that leases space in the Property. The estoppel certificates must state:

- (1) that no default exists under the lease by the landlord or tenant as of the date the estoppel certificate is signed;
- (2) the amount of the scheduled rents to be paid through the end of the lease and any rental payments that have been paid in advance;
- (3) the amount of any security deposit;
- (4) the amount of any offsets tenant is entitled against rent;
- (5) the expiration date of the lease;
- (6) a description of any renewal options; and
- (7) N/A

**9. BROKERS:**

A. The brokers to this sale are:

<u>N/A</u> Cooperating Broker	<u>N/A</u> License No.	<u>CLAIRE SINCLAIR PROPERTIES</u> Principal Broker	<u>0210251</u> License No.
<u>N/A</u> Address		<u>2901 W. BAKER RD.</u> Address	
<u>N/A</u>		<u>BAYTOWN, TX 77521</u>	
<u>(NA)</u> Phone	<u>(NA)</u> Fax	<u>(281) 424-0333</u> Phone	<u>(281) 838-1100</u> Fax
E-mail: <u>N/A</u>		E-mail: <u>claire@clairesinclair.com</u>	

Cooperating Broker represents buyer.

Principal Broker: *(Check only one box)*  
 represents Seller only.  
 represents Buyer only.  
 is an intermediary between Seller and Buyer.

B. Fees: *(Check only one box.)*

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

(2) At the closing of this sale, Seller will pay:

Cooperating Broker a total cash fee of:	Principal Broker a total cash fee of:
<input type="checkbox"/> <u>N/A</u> % of the sales price.	<input checked="" type="checkbox"/> <u>5.000</u> % of the sales price.
<input type="checkbox"/> <u>N/A</u>	<input type="checkbox"/> <u>N/A</u>

The cash fees will be paid in HARRIS County, Texas. Seller authorizes escrow agent to pay the brokers from the Seller's proceeds at closing.

*NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.*

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

**10. CLOSING:**

A. The closing of the sale will be on or before November 25, 2009 or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (the closing date).

- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a  general  special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
  - (2) without any assumed loans in default; and
  - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
  - (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
  - (3) an assignment of all leases to or on the Property;
  - (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
    - (a) licenses and permits;
    - (b) maintenance, management, and other contracts; and
    - (c) warranties and guaranties;
  - (5) a rent roll current on the day of the closing certified by Seller as true and correct;
  - (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
  - (7) an affidavit acceptable to the escrow agent stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the escrow agent to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
  - (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the escrow agent;
  - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
  - (3) sign and send to each tenant in the Property a written statement that:
    - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
    - (b) specifies the exact dollar amount of the security deposit;
  - (4) sign an assumption of all leases then in effect; and
  - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.
- 11. POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

**12. SPECIAL PROVISIONS:** *(Identify exhibit if special provisions are contained in an attachment.)*

N/A

**13. SALES EXPENSES:****A. Seller's Expenses:** Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed and any bill of sale;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

**B. Buyer's Expenses:** Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation fees of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee; and
- (6) other expenses that Buyer will pay under other provisions of this contract.

**14. PRORATIONS:****A. Prorations:**

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other

charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

- B. **Rollback Taxes:** If Seller changes the use of the Property before closing or if a denial of a special valuation on the Property claimed by Seller results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. **Rent and Security Deposits:** At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

#### 15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller may:
- (1) terminate this contract and receive the earnest money as liquidated damages, thereby releasing the parties from this contract; or
  - (2) ~~enforce specific performance, or seek other relief as may be provided by law, or both.~~
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as the sole remedy; or
  - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages, thereby releasing the parties from this contract; or
  - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

#### 16. CASUALTY LOSS AND CONDEMNATION:

- A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date. Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:
- (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
  - (2) extend the time for performance up to 15 days and closing will be extended as necessary; or
  - (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.
- B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
- (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
  - (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

**17. ATTORNEY'S FEES:** If Buyer, Seller, any broker, or any escrow agent is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

**18. ESCROW:**

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer.
- B. If both parties make written demand for the earnest money, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties.
- C. If one party makes written demand for the earnest money, escrow agent will give notice of the demand by providing to the other party a copy of the demand. If escrow agent does not receive written objection to the demand from the other party within 15 days after the date escrow agent sent the demand to the other party, escrow agent may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors.
- D. Escrow agent will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- E. If escrow agent complies with this Paragraph 18, each party hereby releases escrow agent from all claims related to the disbursement of the earnest money.
- F. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to escrow agent are effective upon receipt by escrow agent.

**19. MATERIAL FACTS:** To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Property Condition Statement.
- B. Except as otherwise provided in this contract, Seller is not aware of:
  - (1) any subsurface: structures, pits, waste, springs, or improvements;
  - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
  - (3) any environmental hazards or conditions that materially affect the Property;
  - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
  - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
  - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
  - (7) any threatened or endangered species or their habitat on the Property;
  - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
  - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
  - (10) any material physical defects in the improvements on the Property; or
  - (11) any condition on the Property that violates any law or ordinance.

*(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)*

20. **NOTICES:** All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. **DISPUTE RESOLUTION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to ~~arbitration or~~ litigation and will equally share the costs of mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**22. AGREEMENT OF THE PARTIES:**

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns.
- B. This contract is to be construed in accordance with the laws of the State of Texas.
- C. This contract contains the entire agreement of the parties and may not be changed except in writing.
- D. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

*WITH EXCLUSIVE VENUE IN HARRIS Co. TEXAS.*

- E. Addenda which are part of this contract are: *(Check all that apply.)*
  - (1) Property Description Exhibit identified in Paragraph 2;
  - (2) Commercial Contract Condominium Addendum;
  - (3) Commercial Contract Financing Addendum;
  - (4) Commercial Property Condition Statement;
  - (5) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards;
  - (6) Notice to Purchaser of Real Property in a Water District (MUD);
  - (7) Addendum for Coastal Area Property;
  - (8) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway; and
  - (9) N/A

*(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)*

F. Buyer  may  may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. **TIME:** Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. **EFFECTIVE DATE:** The effective date of this contract for the purpose of performance of all obligations is the date the escrow agent receipts this contract after all parties execute this contract.

**25. ADDITIONAL NOTICES:**

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract.
- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers.

**26. CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on November 16, 2009 the offer will lapse and become null and void.

**READ THIS CONTRACT CAREFULLY.** The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT your attorney BEFORE signing.**

Buyer: GOOSE CREEK CONSOLIDATED INDEP Seller: RSSJ HOLDINGS LLC

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

Printed Name: TOBY YORK Printed Name: RICHARD KRUG

Title: SUPERINTENDENT Title: PRESIDENT

Buyer: \_\_\_\_\_ Seller: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**AGREEMENT BETWEEN BROKERS**

Principal Broker agrees to pay \_\_\_\_\_ N/A (Cooperating Broker) a fee of \$ N/A or \_\_\_\_\_ N/A % of the sales price when the Principal Broker's fee is received. Escrow agent is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

N/A \_\_\_\_\_ N/A \_\_\_\_\_  
Cooperating Broker Principal Broker

By: N/A \_\_\_\_\_ By: N/A \_\_\_\_\_

**ATTORNEYS**

Buyer's attorney is: \_\_\_\_\_ Seller's attorney is: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone & Fax: \_\_\_\_\_ Phone & Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.
- the title company sends to Seller.
- Buyer sends to Seller.

**ESCROW RECEIPT**

Escrow agent acknowledges receipt of:  
 A. the contract on this day \_\_\_\_\_ (effective date);  
 B. earnest money in the amount of \$ \_\_\_\_\_ in the form of \_\_\_\_\_ on \_\_\_\_\_.

Escrow Agent: AMERIPOINT TITLE Address: ONE RIVERWAY, STE 1700  
HOUSTON, TX 77056

Phone & Fax: \_\_\_\_\_

By: ERWIN WILBANKS, ATTY. E-mail: \_\_\_\_\_



**TEXAS ASSOCIATION OF REALTORS®  
COMMERCIAL PROPERTY CONDITION STATEMENT**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
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CONCERNING THE PROPERTY AT: 2200 MARKET ST., BAYTOWN, TX 77520

THIS IS A DISCLOSURE OF THE SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED. IT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES A BUYER OR TENANT MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

**PART I - Complete if Property is Improved or Unimproved**

Are you (Seller) aware of:	<u>Aware</u>	<u>Not Aware</u>
(1) any of the following environmental conditions on or affecting the Property:		
(a) radon gas? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) asbestos components:		
(i) friable components? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(ii) non-friable components? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) urea-formaldehyde insulation? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) endangered species of their habitat? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) wetlands? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) underground storage tanks? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) leaks in any storage tanks (underground or above-ground)? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) lead-based paint? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) hazardous materials or toxic waste? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(j) open or closed landfills on or under the surface of the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(k) external conditions materially and adversely affecting the Property such as nearby landfills, smelting plants, burners, storage facilities of toxic or hazardous materials, refiners, utility transmission lines, mills, feed lots, and the like? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(l) any activity relating to drilling or excavation sites for oil, gas, or other minerals? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) previous environmental contamination that was on or that materially and adversely affected the Property, including but not limited to previous environmental conditions listed in Paragraph 1(a)-(l)? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) any part of the Property lying in a special flood hazard area (A or V Zone)? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) any improper drainage onto or away from the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) any fault line or near the Property that materially and adversely affects the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) outstanding mineral rights, exceptions, or reservations of the Property held by others? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) air space restrictions or easements on or affecting the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) unrecorded or unplatted agreements for easements, utilities, or access on or to the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(TAR-1408) 10-18-05      Initialed by Buyer or Tenant: \_\_\_\_\_ and Seller: RK      Page 1 of 4

CLAIRE SINCLAIR PROPERTIES 3406 N MAIN BAYTOWN TX 77521      2200 MARKET ST  
 Phone 2814200333      Fax \_\_\_\_\_      Harel \_\_\_\_\_

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- |  | <u>Aware</u>             | <u>Not<br/>Aware</u>                |
|--|--------------------------|-------------------------------------|
| (9) special districts in which the Property lies (for example, historical districts, development districts, extraterritorial jurisdictions, or others)?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (10) pending changes in zoning, restrictions, or in physical use of the Property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (11) your receipt of any notice concerning any likely condemnation, planned streets, highways, railroads, or developments that would materially and adversely affect the Property (including access or visibility)?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (12) lawsuits affecting title to or use or enjoyment of the Property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (13) your receipt of any written notices of violations of zoning, deed restrictions, or government regulations from EPA, OSHA, TCEQ, or other government agencies?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (14) common areas of facilities affiliated with the Property co-owned with others?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (15) an owners' or tenants' association or maintenance fee or assessment affecting the Property?<br>If aware, name of association: _____<br>Name of manager: _____<br>Amount of fee or assessment: \$ _____ per _____<br>Are fees current through the date of this notice? <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> unknown | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (16) subsurface structures, hydraulic lifts, or pits on the Property?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (17) intermittent or weather springs that affect the Property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (18) any material defect in any irrigation system, fences, or signs on the Property?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (19) conditions on or affecting the Property that materially affect the health or safety of an ordinary individual?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
- If you are aware of any of the conditions listed above, explain. *(Attach additional information if needed.)* \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PART 2 – Complete only if Property is Improved**

- A. Are you (Seller) aware of any material defects in any of the following on the Property?
- |  | <u>Aware</u>             | <u>Not<br/>Aware</u>                | <u>Not<br/>Appl.</u>     |
|--|--------------------------|-------------------------------------|--------------------------|
| (1) <u>Structural Items:</u>   |                          |                                     |                          |
| (a) foundation systems (slabs, columns, trusses, bracing, crawl spaces, piers, beams, footings, retaining walls, basement, grading)?             | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) exterior walls?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) fireplaces and chimneys?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) roof, roof structure, or attic (covering, flashing, skylights, insulation, roof penetrations, ventilation, gutters and downspouts, decking)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (e) windows, doors, plate glass, or canopies?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

	<u>Aware</u>	<u>Not Aware</u>	<u>Not Appl.</u>
(2) <u>Plumbing Systems:</u>			
(a) water heaters or water softeners? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) supply or drain lines? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) faucets, fixtures, or commodes? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) private sewage systems? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) pools or spas and equipments? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) sprinkler systems? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) water coolers? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) private water wells? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(i) pumps or sump pumps? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) <u>HVAC Systems:</u> any cooling, heating, or ventilation systems? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) <u>Electrical Systems:</u> service drops, wiring, connections, conductors, plugs, grounds, power, polarity, switches, light fixtures, or junction boxes? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(5) <u>Other Systems or Items:</u>			
(a) security or fire detection systems? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) porches or decks? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) gas lines? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) garage doors and door operators? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) loading doors or docks? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) rails or overhead cranes? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) elevators or escalators? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) parking areas, drives, steps, walkways? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(i) appliances or built-in kitchen equipment? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If you are aware of material defects in any of the items listed under Paragraph A, explain. (Attach additional information if needed.) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B. Are you (Seller) aware of:**

	<u>Aware</u>	<u>Not Aware</u>
(1) any of the following water or drainage conditions materially and adversely affecting the Property:		
(a) ground water? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) water penetration? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) previous flooding or water drainage? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) soil erosion or water ponding? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- |   | <u>Aware</u>             | <u>Not<br/>Aware</u>                |
|---|--------------------------|-------------------------------------|
| (2) previous structural repair to the foundation systems on the Property? . . . . .   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (3) settling or soil movement materially and adversely affecting the Property? . . . . .  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (4) pest infestation from rodents, insects, or other organisms on the Property? . . . . .   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (5) termite or wood rot damage on the Property needing repair? . . . . .  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (6) mold to the extent that it materially and adversely affects the Property? . . . . .   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (7) mold remediation certificate issued for the Property in the previous 5 years? . . . . .<br>if yes, attach a copy of the mold remediation certificate.                     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (8) previous termite treatment on the Property? . . . . .   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (9) previous fires that materially affected the Property? . . . . .   | <input type="checkbox"/> | <input type="checkbox"/>            |
| (10) modifications made to the Property without necessary permits or not in compliance<br>with building codes in effect at the time? . . . . .                                | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (11) any part, system, or component in or on the Property not in compliance with<br>the Americans with Disabilities Act or the Texas Architectural Barrier Statute? . . . . . | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you are aware of any conditions described under Paragraph B, explain. (Attach additional information, if needed.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Seller:  Date: SEPT 25 2008

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

The undersigned acknowledges receipt of the foregoing statement.

Buyer or Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer or Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTICE TO BUYER OR TENANT: The broker representing Seller and the broker representing you advise you that this statement was completed by Seller, as of the date signed. The brokers have relied on this statement as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.**

Approved by the Texas Real Estate Commission for Voluntary Use

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords:

### Information About Brokerage Services

**B**efore working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

**IF THE BROKER REPRESENTS THE OWNER:**

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

**IF THE BROKER REPRESENTS THE BUYER:**

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

**IF THE BROKER ACTS AS AN INTERMEDIARY:**

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License

Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in writing to do so by the buyer, and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records

*[Signature]*  
Buyer, Seller, Landlord or Tenant

SEPT 25, 2008  
Date

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188 or 512 465-3900



01A TREC No. OP-K  
Page 1 of 1

(TAR-2501) 1/1/96  
CLAIRE SINCTAIR PROPERTIES 3406 N MAIN, DAYTOWN TX, 77521  
Phone: 2814200131 Fax: \_\_\_\_\_ Email: \_\_\_\_\_

2200 MARKET ST

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## **SCHOOL BOARD AGENDA ITEM SUMMARY**

November 9, 2009

**SUBJECT: CONSIDERATION OF TEAL CONSTRUCTION COMPANY TO PERFORM RENOVATIONS AND IMPROVEMENTS TO THE HASTY WAREHOUSE AND TO THE GREEN CENTER**

**RECOMMENDED ACTION:** Approve Teal Construction Company as the best qualified proposer for the Hasty Warehouse and Green Center renovation projects.

**RATIONALE:** Although Teal Construction Company did not submit the lowest price; they scored the highest on the evaluation worksheets. Teal submitted a cost of \$2,440,000 and scored 108 on the evaluation. Qualifications are based on the standard evaluation criteria as published in the project manual at the time of advertising for proposals.

**BUDGET PROVISIONS/ACTION REQUIRED:** Fund Balance

**RESOURCE PERSONEL:** Dr. Toby York  
Mr. Byron Terrier  
Mr. David Fluker  
Mr. Bruce Riggs



## **GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**David K. Fluker**  
Executive Director of Facilities Management

"Creating & Maintaining Quality Learning and Teaching Environments with Leadership, Partnerships and Strategic Planning"

November 9, 2009

**To: Toby York, Ed. D.**  
**Byron Terrier**

**From: David K. Fluker**

**Subject: Approval of Teal Construction Company to perform renovations and improvements to the Hasty Warehouse located at 2200 Market Street and to the Green Center located on Baker Drive in Baytown, Texas.**

**It is recommended that the Board of Trustees approve a contract with Teal Construction Company to perform renovations and improvements to the Hasty Warehouse and to the Green Center for the amount of \$2,440,000.**

### **RATIONALE:**

- ✚ These projects were advertised and evaluated in accordance with the Texas School Law Bulletin section 44.031, sub-sections (a), (b), and (b-1) and (g). Section 44.039 (selection of CSP contractor), sub-sections (a) through (g).
- ✚ The evaluation team consists of members of the architectural firm, district purchasing personnel and members of the district's facility management group.
- ✚ Although Teal did not submit the lowest price, they scored the highest on the evaluation worksheet which is attached to this request.
- ✚ Sixteen firms' submitted price and qualification proposals, however, only four submitted the required sub-contractor qualification documents as listed in the qualification instructions.
- ✚ One proposal was substantially lower than all others and it was deemed by the team to be unreliable and would most likely generate an excessive number of change orders. Also, this firm did not submit all of the required documents.

- # The required construction time for this project is estimated to be 241 calendar days. If we receive approval on November 9, and the contractor mobilizes by December 1, the estimated completion date will be in August 2010. Traditionally December is not a good month for construction due to holidays and high absentee rates.
- # The narrow spread between the prices from the #2 lowest to the #12 lowest is an indication of well written specifications and plans. These are unusually close numbers.

**PROJECT:** Hasty Warehouse  
**(RFCSP)**  
**DATE:** 10/23/09  
**EVALUATOR:** GCCISD Construction Department

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
EVALUATOR'S WORKSHEET**

**CONTRACTORS**

	<b>Teal</b>	<b>Bartlett</b>	<b>Prime</b>	<b>Saterfield</b>	
--	-------------	-----------------	--------------	-------------------	--

**A. Relevant Experience (5) (24 Pts.)**

<b>1 Years in business</b>						
a. Less than 5 years	1					
b. >5 to 8 years	2					
c. >9 to 12 years	4					
d. >13 or more years	6	6	6	6	6	
<b>2 Projects at or above 5,000 ft2 - (substantially complete)</b>						
a. 0	0					
b. 1 to 2	2					
c. 3 to 4	4					
d. 5 to 6	6					
e. 7 to 8	8					
f. 9+	9	9	9	9	9	
<b>3 School Projects at or above \$ 800,000 (Substantially Complete)</b>						
a. 0	0					
b. 1 to 2	2					
c. 3 to 4	4					
d. 5 to 6	6					
e. 7 to 8	8					
f. 9+	9	9	9	9	9	
<b>TOTAL</b>		<b>24</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>0</b>

**B. Project Management Ability (3),(4) (24+pts.)**

<b>1 Schedule</b>						
a. Days for Completion	2	2	2	2		
<b>2 Compliance Statement</b>						
a. Bonding & Insurance Certification	2	2	2	2	2	0
<b>3 Organizational Structure</b>						
<b>a. Project Super's Total Experience</b>						
Less than 5 years	1					
>5 to 9	2					
>9 to 15	3					
>15 to 19	4					
>19	5	5	5	5	5	
<b>b. Project Super's Relevant* Experience</b>						
Less than 5 years	1					
>5 to 9	2					
>9 to 15	3					
>15 to 19	4				4	
>19	5	5	5	5		
<b>c. Project Manager's Total Experience</b>						
Less than 5 years	1					
>5 to 9	2					
>9 to 15	3					
>15 to 19	4		4		4	
>19	5	5		5		
<b>d. Project Manager's Relevant* Experience</b>						
Less than 5 years	1					
>5 to 9	2				2	

**PROJECT:** Hasty Warehouse  
**(RFCSP)**  
**DATE:** 10/23/09  
**EVALUATOR:** GCCISD Construction Department

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
EVALUATOR'S WORKSHEET**

**CONTRACTORS**

		<b>Teal</b>	<b>Bartlett</b>	<b>Prime</b>	<b>Saterfield</b>	
>9 to 15	3		3			
>15 to 19	4					
>19	5	5		5		
<b>e.. Local Subs (Baytown)**</b>						
<1	0					
>1	x2					
*Relevant = Size and Cost	<b>TOTAL</b>	<b>24</b>	<b>21</b>	<b>24</b>	<b>17</b>	<b>0</b>
** Points foreach sub						

B 1. Days for completion: over schedule = 0, schedule = 1, Less than schedule =2  
B 3. Add together multiple PM's up to 2 total and Super's up to 2 total (on site only)

**C. Past Performance (2),(3),(4),(5) (15 Pts.)**

1 Adherence to Schedule	2	2	2	1	0	
2 Timely Completion	2	2	2	2	0	
3 Cooperation with Owner & Staff	2	2	2	2	0	
4 Coordination of Trades	2	2	2	1	0	
5 Punch List Length & Completion	1	1	1	2	0	
6 Quality of Workmanship	2	2	2	2	0	
7 Minimum Warranty Calls	2	2	2	2	1	
8 Warranty Responsiveness	2	2	2	2	0	
	<b>TOTAL</b>	<b>15</b>	<b>15</b>	<b>14</b>	<b>1</b>	

Based on 3 verifiable references of school district personnel

**D. Price Proposal-Based on Total Bid (1),(7) (45 Pts.)**

		<b>45.0</b>	<b>43.2</b>	<b>37.1</b>	<b>9.0</b>	
>0 to 1% above low bid	42 to 44	45.0	43.2	0.0	0.0	
>1 to 2% above low bid	39 to 41	0.0	0.0	0.0	0.0	
>2 to 3% above low bid	36 to 38	0.0	0.0	37.1	0.0	
>3 to 5% above low bid	30 to 35	0.0	0.0	0.0	0.0	
Each added 5%-Deduct 5 points	25 to 29	0.0	0.0	0.0	0.0	
>10% above low bid		0.0	0.0	0.0	9.0	

**SUBTOTAL (A,B,& D)**

(WITHOUT C. Past Performance)

**GRAND TOTAL**

<b>93.0</b>	<b>88.2</b>	<b>85.1</b>	<b>50.0</b>	<b>0.0</b>
<b>108.0</b>	<b>103.2</b>	<b>99.1</b>	<b>51.0</b>	<b>0.0</b>



In compliance with Texas Purchasing Code 44.031 (2008), GCCISD evaluation criteria shall include the following:

- (1) Purchase price;
- (2) Reputation of the vendor and of the vendor's goods or services;
- (3) Quality of the vendor's goods or services;
- (4) Extent to which the goods or services meet the district's needs;
- (5) Vendor's past relationship with the district;
- (6) Impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
- (7) Total long-term cost to the district to acquire the vendor's goods and services; and
- (8) Any other relevant factor specifically listed in the competitive sealed proposal

The above evaluation criteria are referenced in the attached Evaluation Worksheet in parenthesis ( )

Hasty Warehouse Cost Worksheet

<u>Item:</u>	<u>Cost</u>	
Hard Cost:	\$ 2,440,000	GC cost
A&E Fees:	\$ 183,000	Architect and Engineers Fees
Permit:	\$ 20,000	City of Baytown
Material Testing:	\$ 19,520	
Commissioning:	\$ 15,000	
Test & Balance:	\$ 18,300	
<u>Contengency:</u>	<u>\$ 195,200</u>	Unknown conditions
Total:	\$ 2,891,020	

<u>Proposer</u>	<u>Price</u>	<u>Below Low Proposal</u>	<u>Evaluation Score</u>	<u>Rank</u>	<u>Sub List</u>
Holiday Builders	\$ 2,229,000	\$ -			No
Teal Construction	\$ 2,440,000	\$ 211,000	108	1	Yes
Bartlett Cocke	\$ 2,450,000	\$ 221,000	103	2	Yes
Brothers	\$ 2,475,000	\$ 246,000			No
Gamma	\$ 2,498,000	\$ 269,000			No
Prime	\$ 2,500,000	\$ 271,000	99.1	3	Yes
State	\$ 2,519,000	\$ 290,000			No
Comex	\$ 2,558,000	\$ 329,000			No
Dyad	\$ 2,576,000	\$ 347,000			No
Frost	\$ 2,578,000	\$ 349,000			No
Stewart	\$ 2,600,000	\$ 371,000			No
Sterling	\$ 2,627,000	\$ 398,000			No
Southwest	\$ 2,670,000	\$ 441,000			No
Miner Dederick	\$ 2,737,000	\$ 508,000			No
Scott	\$ 2,797,000	\$ 568,000			No
Satterfield	\$ 3,051,000	\$ 822,000	51	4	Yes

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

November 9, 2009

**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/ACTION REQUIRED:** 2009-2010 Budget

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



**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**PETE CÔTÉ  
EXECUTIVE DIRECTOR  
SUPPORT SERVICES**

**DATE:** OCTOBER 19, 2009  
**TO:** DR. TOBY YORK  
**FROM:** PETE CÔTÉ  
**SUBJECT:** INTERLOCAL AGREEMENT WITH HARRIS COUNTY HOSPITAL DISTRICT FOR SCHOOL-BASED CLINIC

We are requesting the Board of Trustees approve the enclosed interlocal agreement with Harris County Hospital District for the operation of a school-based clinic at 2704 and 2708 Kentucky St. adjacent to San Jacinto Elementary. I have attached our original memo to Dr. Sultis on the Harris County Hospital District School-Based Clinic program, a flyer on the HCHD program, a brief history of the school-based clinics, a map showing the location of the clinic, and a site plan and building layout of the clinic.

Please contact me if you have any questions.

cc: Byron Terrier  
Suzanne Heinrich  
Tanis Fink

att

**AGREEMENT BETWEEN  
HARRIS COUNTY HOSPITAL DISTRICT  
AND  
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
09/01/2009 – 08/31/10**

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 and Corresponding Feeder Schools. 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 advise 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, dental services, 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 which includes 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 and dental 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 San Jacinto Elementary and Corresponding Feeder Schools 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 requirement 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, 2009, and continue through August 31, 2010, 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
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To GOOSE CREEK CISD	Goose Creek Consolidated ISD 4544 Interstate I 10 East Baytown, Texas 77522 Attn.: Superintendent of Schools
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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 purpose of the Committee is to review the terms and conditions of this Agreement, identify problems and offer suggestions for change. Therefore, neither the Committee or individual members of the Committee take any actions or implement any rules that have not been mutually approved by GOOSE CREEK CISD and HCDH. The parties may, but are not limited to:

- (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 San Jacinto Elementary and Corresponding Feeder Schools.
- (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 of both parties.

Members may include parents, 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 Federal and 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 San Jacinto Elementary and Corresponding Feeder Schools 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"). GOOSE CREEK CISD further 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").

Notwithstanding the foregoing, in the event that GOOSE CREEK CISD is required to furnish information or Records, pursuant to the Act or the Privacy and Security Requirements, 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 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.

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.

### **XIV. DESIGNATION AS A BUSINESS ASSOCIATE**

Under the terms of this Agreement, no school nurses nor other representatives of GOOSE CREEK CISD will have direct or indirect access to protected health information ("PHI") or electronic protected health information ("EPHI"), as those terms are defined at 45 C.F.R. § 160.103. However, only to the extent GOOSE CREEK CISD, its school nurses or other representatives have access to PHI

or EPHI, then upon such occurrence GOOSE CREEK CISD becomes a Business Associate of HCHD and agrees to comply with the Privacy and Security Requirements, including the following:

- (a) GOOSE CREEK CISD is prohibited from further using or disclosing PHI and/or EPHI, within the meaning of the Privacy and Security Requirements, for any purpose other than the educational training purpose stated in this Agreement and any amendments thereto.
- (b) GOOSE CREEK CISD is prohibited from further using or disclosing PHI and/or EPHI in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by HCHD, or if either GOOSE CREEK CISD or HCHD is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
- (c) GOOSE CREEK CISD agrees to use appropriate safeguards to prevent use or disclosure of PHI and EPHI other than as provided for by this Agreement or as required by State or Federal law, regulation, or rule.
- (d) GOOSE CREEK CISD agrees to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of HCHD. These safeguards shall include the following:
  - i) Encryption of EPHI that GOOSE CREEK CISD stores and transmits;
  - ii) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
  - iii) Use of updated antivirus software;
  - iv) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and
  - v) Conduct of periodic security training.
- (e) GOOSE CREEK CISD agrees to report to HCHD any Security Incident **immediately** upon becoming aware of such. "**Security Incident**" shall mean the unauthorized access, use, disclosure, modification, or destruction of confidential information including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing confidential information including, but not limited to, PHI and EPHI. GOOSE CREEK CISD further agrees to provide HCHD with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident: (1) a brief description of what happened, including the dates the Security Incident occurred and was discovered; (2) a reproduction of the PHI or EPHI involved in the Security Incident; and (3) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or

EPHI prior to disposal. If GOOSE CREEK CISD determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, GOOSE CREEK CISD agrees to notify HCHD in writing of the conditions that make reproduction infeasible and any information GOOSE CREEK CISD has regarding the PHI or EPHI involved.

GOOSE CREEK CISD agrees to cooperate in a timely fashion with HCHD regarding all Security Incidents reported to HCHD.

GOOSE CREEK CISD agrees that HCHD will review all Security Incidents reported by GOOSE CREEK CISD and HCHD, in its sole discretion, will take the following steps in response, to the extent necessary or required by law including, but not limited to, (1) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on HCHD's website, or through a combination of those methods, of the Security Incident; (2) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by HCHD, at no cost to the individual(s); and (3) providing notice of the Security Incident, as required by law, to the Secretary of the United States Department of Health and Human Services ("HHS").

GOOSE CREEK CISD agrees to reimburse HCHD for all expenses incurred as a result of GOOSE CREEK CISD's Security Incidents, including, but not limited to, expenses related to the activities described above. GOOSE CREEK CISD agrees that HCHD will select the vendors and negotiate the contracts related to said expenses.

- (f) GOOSE CREEK CISD shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI. Further, GOOSE CREEK CISD agrees to give HCHD at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.
- (g) GOOSE CREEK CISD shall require any subcontractor or agent to whom GOOSE CREEK CISD provides PHI or EPHI received from or on behalf of HCHD or created, compiled, or used by GOOSE CREEK CISD pursuant to this Agreement, to agree to the same restrictions and conditions that apply to GOOSE CREEK CISD with respect to such PHI and EPHI.
- (h) GOOSE CREEK CISD agrees to mitigate, to the extent practicable, any harmful effect that is known to GOOSE CREEK CISD of a use or disclosure of PHI or EPHI by GOOSE CREEK CISD, or by a subcontractor or agent of GOOSE CREEK CISD, resulting from a violation of this Agreement, including violations of the Privacy and Security Requirements stated herein. GOOSE CREEK CISD also agrees to inform HCHD in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
- (i) GOOSE CREEK CISD agrees to notify HCHD in writing within three (3) business days of GOOSE CREEK CISD becoming aware of any material alteration of an individual's PHI or EPHI provided to GOOSE CREEK CISD by HCHD or held by or collected by GOOSE CREEK CISD for HCHD. GOOSE CREEK CISD also agrees to provide to HCHD within three (3) business days, at no charge to HCHD, a copy of the altered

health information, an explanation of such alteration, and the reason for the alteration. HCHD will make such alteration and explanatory documents a part of the individual's PHI or EPHI. If GOOSE CREEK CISD holds such individual's PHI or EPHI, GOOSE CREEK CISD will make such alteration and explanatory documents a part of the individual's PHI.

- (j) GOOSE CREEK CISD agrees to notify HCHD in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact HCHD to obtain access to the individual's PHI.
- (k) GOOSE CREEK CISD agrees to notify HCHD in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to HCHD to request an amendment of the individual's PHI or EPHI. GOOSE CREEK CISD agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by HCHD in accordance with 45 C.F.R. § 164.526.
- (l) Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, GOOSE CREEK CISD agrees to notify HCHD in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to HCHD for an accounting of the disclosures of the individual's PHI or EPHI. GOOSE CREEK CISD agrees to make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.
- (m) Upon written request, GOOSE CREEK CISD agrees to make available to HHS or its designee, GOOSE CREEK CISD's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, HCHD in a time or manner designated by HHS for purposes of HHS determining HCHD's compliance with the Privacy and Security Requirements.
- (n) Upon written request, GOOSE CREEK CISD agrees to make available to HCHD and its duly authorized representatives during normal business hours GOOSE CREEK CISD's internal practices, books, records, and documents relating to the use and disclosure of confidential information including, but not limited to, PHI and EPHI received from, or created or received on behalf of, HCHD in a time and manner designated by HCHD for the purposes of HCHD determining compliance with the Privacy and Security Requirements. GOOSE CREEK CISD agrees to allow such access until the expiration of four (4) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. GOOSE CREEK CISD agrees to allow similar access to books, records, and documents related to contracts between GOOSE CREEK CISD and organizations related to or subcontracted by GOOSE CREEK CISD to whom GOOSE CREEK CISD provides confidential information including, but not limited to, PHI and EPHI received from, or created or received on behalf of, HCHD.

- (o) GOOSE CREEK CISD agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by HCHD pursuant to this Agreement when notified by HCHD that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
- (p) GOOSE CREEK CISD agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for HCHD to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
- (q) Upon termination of this Agreement for any reason, GOOSE CREEK CISD agrees to deliver all PHI or EPHI received from HCHD or created, compiled, or used by GOOSE CREEK CISD pursuant to this Agreement within thirty (30) days from the date of termination, or, if specially requested to do so by HCHD in writing, to destroy all PHI or EPHI within the time frame determined by HCHD, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when GOOSE CREEK CISD has access to PHI or EPHI from HCHD in any form. If GOOSE CREEK CISD determines that transferring or destroying the PHI or EPHI is infeasible, GOOSE CREEK CISD agrees:
  - i) to notify HCHD of the conditions that make transfer or destruction infeasible;
  - ii) to extend the protections of this Agreement to such PHI or EPHI; and
  - iii) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to HCHD, or destruction infeasible.
- (r) GOOSE CREEK CISD shall not be authorized to hold or maintain PHI or EPHI for HCHD under this Agreement.
- (s) Upon written notice to GOOSE CREEK CISD, HCHD may terminate any portion of this Agreement under which GOOSE CREEK CISD maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to GOOSE CREEK CISD, HCHD may terminate this entire Agreement if HCHD determines, at its sole discretion, that GOOSE CREEK CISD has repeatedly violated a Privacy or Security Requirement.
- (t) Survival of Privacy Provisions. GOOSE CREEK CISD's obligations with regard to PHI and EPHI shall survive termination of this Agreement.
- (u) Amendment Related to Privacy and Security Requirements. The parties agree to take such action as is necessary to amend this Agreement if HCHD, in its reasonable discretion, determines that amendment is necessary for HCHD to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this Agreement shall be resolved to permit HCHD to comply with 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 Names: \_\_\_\_\_  
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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Attorney for GOOSE CREEK CISD

09hsp1011 (10/29/09)



**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**PETE CÔTÉ  
EXECUTIVE DIRECTOR  
SUPPORT SERVICES**

**DATE:** OCTOBER 19, 2009  
**TO:** DR. TOBY YORK  
**FROM:** PETE CÔTÉ  
**SUBJECT:** INTERLOCAL AGREEMENT WITH HARRIS COUNTY HOSPITAL DISTRICT FOR SCHOOL-BASED CLINIC

We are requesting the Board of Trustees approve the enclosed interlocal agreement with Harris County Hospital District for the operation of a school-based clinic at 2704 and 2708 Kentucky St. adjacent to San Jacinto Elementary. I have attached our original memo to Dr. Sultis on the Harris County Hospital District School-Based Clinic program, a flyer on the HCHD program, a brief history of the school-based clinics, a map showing the location of the clinic, and a site plan and building layout of the clinic.

Please contact me if you have any questions.

cc: Byron Terrier  
Suzanne Heinrich  
Tanis Fink

att



## **GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

August 26, 2008

**TO: DR. BARBARA SULTIS**

**FROM: PETE COTE  
DIANA COX**

**SUBJECT: SCHOOL-BASED CLINIC**

As you know, Harris County Hospital District School-Based Clinics program is scheduled to open two new clinics in 2008-2009. Harris County Commissioner Sylvia Garcia, is proposing to designate one clinic to operate in Goose Creek CISD in conjunction with the Harris County Hospital District.

We met with the director of the program, Christina Mitner, on May 12, 2008, to discuss school-based clinics in general and their proposal. Other district staff in attendance were: Tanis Fink, Health/P.E./Nurse Coordinator, Amy Shaw, DeZavala Elementary school nurse, and Cynthia Scribner, ALP school nurse. The five of us also visited the Southside Clinic in Galena Park CISD on May 27, 2008, and observed the program first-hand. We have attached a flyer that describes what school-based clinics provide and have also attached an overview and history of the program, as well as a proposed school-based clinic floor plan.

The district will be responsible for building out the clinic (two portable buildings), paying for utilities, maintaining the physical structure of the clinic, daily cleaning, supplying custodial supplies, and an alarm system. Harris County Hospital District provides all furniture, staff, equipment, pick up of biohazard waste, and daily transportation of staff to and from the clinic. We estimate the build out of the clinic to be \$225,000.

Based upon the parameters established by the Harris County Hospital District for locating school-based clinics (at least 80% economically disadvantaged students and within walking distance of the identified community), we have selected San Jacinto Elementary as the proposed site for the clinic.

If you have any question please let us know. We would like to submit this to the Board on September 8, 2008.

/kl

### **Attachments**

**xc: Dr. Toby York  
Rick Kirk  
Tanis Fink**

dc8908

## WHAT IS A NURSE PRACTITIONER?

A nurse practitioner is a registered nurse with advanced education and medical training.

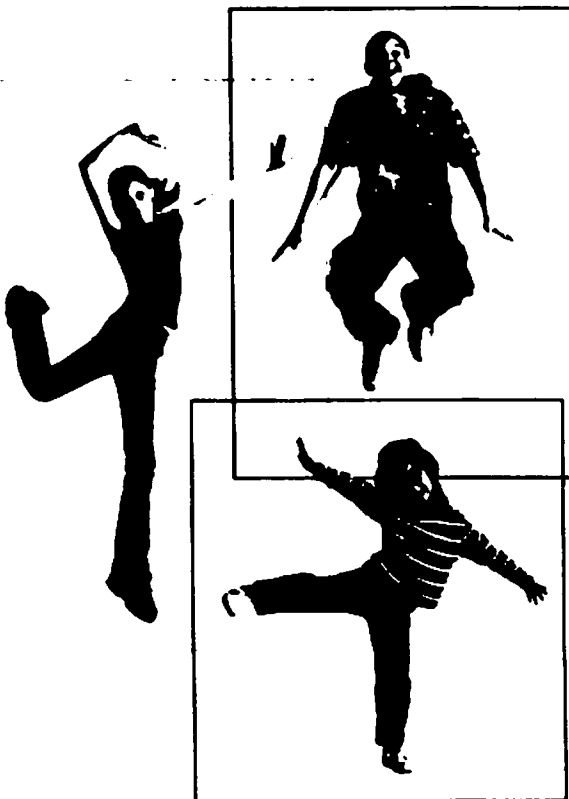
Our nurse practitioners serve as primary healthcare providers for infants, children, and adolescents during health and illness. Their goal is to help children of all ages stay healthy.

Nurse practitioners can refer to a specialist when a more complex evaluation is necessary.



## VISIT COSTS

The cost of a visit varies. However, if you are uninsured or have limited income, you may qualify for public assistance. Depending on your income level, all or part of your visit costs may be covered by CHIP, Medicaid, Title V, or the HCHD financial assistance program. Simply ask the clinic staff for application information.



## AFTER HOURS CARE



Feeling sick? Before you make a costly trip to the emergency room, remember to *Ask Your Nurse!* It's a free service that can help you avoid a big hospital bill.

You can speak with expert nurses who listen to you and can help you decide if you need to be seen by an emergency doctor.

Call 713-633-CALL and *Ask Your Nurse!* That's 713-633-2255.



# School-Based Clinics

## WHY CHOOSE AN HCHD SCHOOL-BASED CLINIC?

HCHD's school-based clinics are conveniently located in schools throughout greater Houston. There is a clinic close to your home.

Our clinics can care for all your child's healthcare needs, including:

- acute and chronic diseases
- well-child care
- immunizations
- laboratory procedures
- sports physicals

In addition, our school-based clinic nurse practitioners can:

- perform complete health risk evaluations
- provide health education
- prescribe medication
- coordinate other necessary healthcare services



## APPOINTMENTS

To make an appointment, call your local school-based clinic or call the HCHD Appointment Center at 713-526-4243.

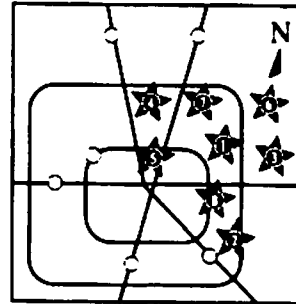
1. Almatha Clark Taylor Clinic  
Cloverleaf Elementary  
14002 Bandera  
Houston, TX 77015  
713-330-8904

2. Deepwater Clinic  
Deepwater Elementary  
305 Glenmore Drive  
Pasadena, TX 77503  
832-668-8380

3. Jerry Neal Clinic  
Channelview High  
828 1/2 Sheldon Rd.  
Channelview, TX 77530  
281-457-6350

4. Patrick Henry Clinic  
Patrick Henry Middle  
10702 East Hardy  
Houston, TX 77093  
713-696-2731

5. Robert Carrasco Clinic  
Marshall Middle  
1115 Noble  
Houston, TX 77009  
713-226-2632



6. Sheldon Health Clinic  
Sheldon Elementary  
17203 1/2 Hall Shepperd  
Houston, TX 77049  
281-456-5201

7. Smiley Clinic  
Smiley High School  
10726 Mesa Road  
Houston, TX 77078  
713-636-8185

8. Southside Clinic  
Galena Park Community  
Resource and Training Center  
1721 16th Street  
Galena Park, TX 77547  
713-671-2461

PROVIDING PEDIATRIC HEALTH CARE  
CLOSE TO HOME



## **Harris County Hospital District School Based Clinics and Mobile Health Program A Brief History**

The first HCHD School Based Clinic was established at Jackson Middle School in 1994 with the help of a grant from the Texas Department of Health. In 1995, the Harris County Hospital District Board of Managers approved a District-wide health promotion program called the "Make a Difference Program". This program would bring preventative and early detection services closer to those who would utilize them. The School Based Clinics were recognized as an integral part of this project for improving the health status of our community's children.

Today, HCHD continues to operate eight permanent School Based Clinics in conjunction with six independent school districts: Houston ISD, Channelview ISD, Galena Park ISD, North Forest ISD, Deer Park ISD, and Sheldon ISD. The clinics include:

- Robert Carrasco Health Clinic at Marshall Middle School (opened 1995 at Sherman Elementary, but relocated to Marshall in March 2006); Houston ISD
- Smiley Health Clinic (opened 1995); North Forest ISD
- Patrick Henry Health Clinic (formerly opened in 1996 at Scarborough Elementary, but relocated to Patrick Henry Middle School in July 2003); Houston ISD
- Jerry Neal Health Clinic at Channelview Annex Campus (opened 1997); Channelview ISD
- Almatha Clark Taylor Clinic at Cloverleaf Elementary School (opened 1998); Galena Park ISD
- Southside School Based Health Clinic (formerly known as Nuestra Clinica, it was located at Jackson Middle School but closed in August 2003 and relocated in March 2004); Galena Park ISD
- Deepwater Clinic (opened February 2005); Deer Park ISD
- Sheldon Clinic (opened October 2006); Sheldon ISD

Two new clinics are scheduled to open in 2008/2009.

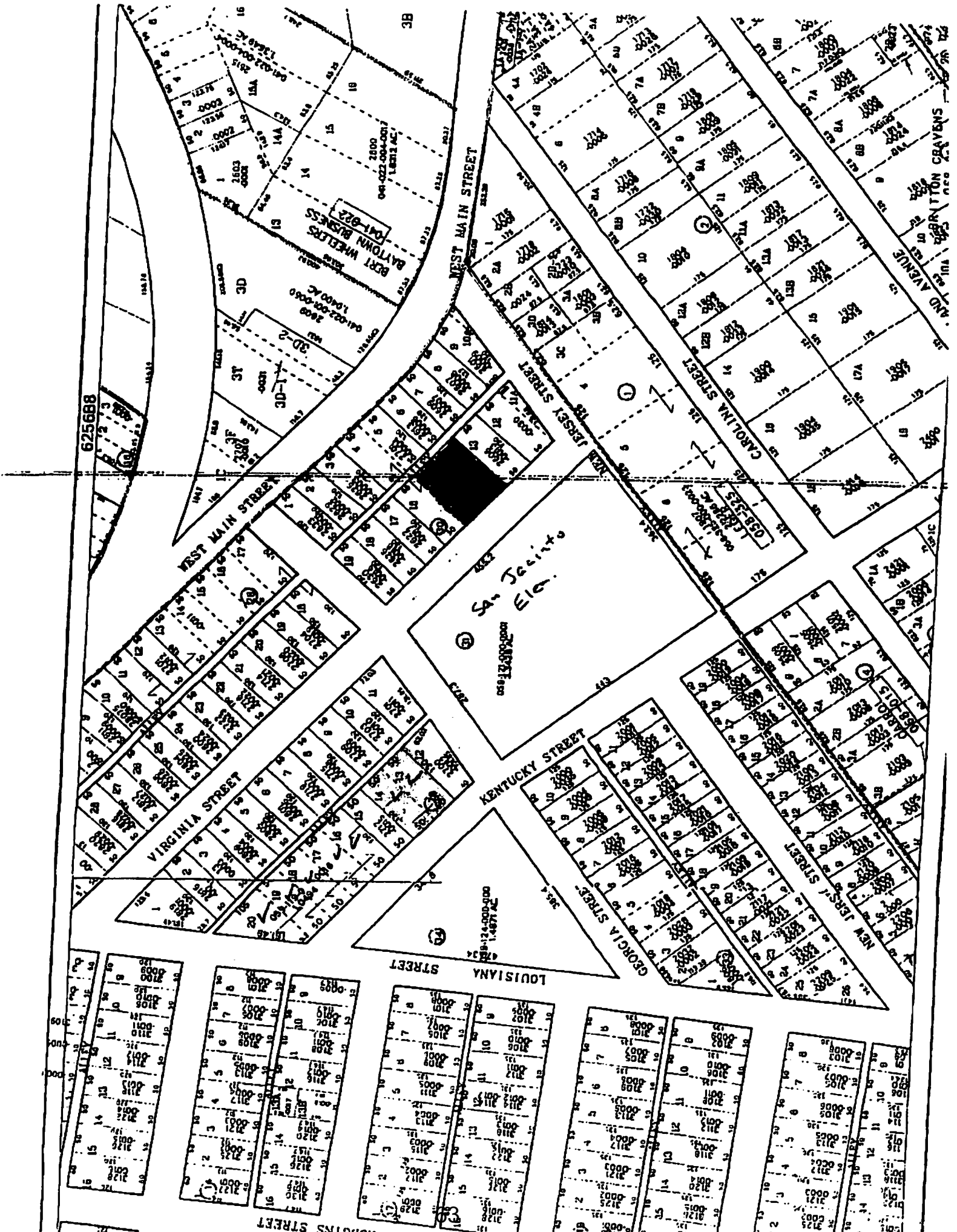
Each School Based Clinic is linked with a HCHD Community Health Center and is staffed with an Advanced Practice Nurse, a Licensed Vocational Nurse, and a Clinical Clerical Specialist. A specially trained Registered Nurse provides well child evaluations at Almatha Clark Taylor, Southside, and Patrick Henry Health Clinics. Community Outreach Eligibility workers go to each Clinic on a once weekly or twice monthly schedule in order to screen and provide Harris County Hospital District Gold Cards to patients and their qualified immediate families. The program is overseen by a faculty pediatrician of the Baylor Family and Community Medicine Department.

Services provided by the School Based Clinics include Texas Health Steps Well Child Exams, family education, evaluation and treatment of minor acute and chronic health problems, referrals to secondary and tertiary treatment centers, basic laboratory procedures, vision/hearing screening, appropriate referral for outside services, and immunizations. Each School Based Clinic has a Class D pharmacy, which allows for the provision of medications.

In March 2003, the HCHD Mobile Health Program was combined with the School Based Clinics Program. The HCHD Mobile Health unit provides vaccinations to children in most Harris County Independent School Districts.

The Program expanded services in November 2005 to include behavioral health care at Southside Health Clinic. A behavioral health specialist is on site 5 days a week and a psychiatrist one day a week. Services at the clinic include evaluation and assessment, psychiatric therapy, individual and group counseling, family counseling, treatment for alcohol and drug abuse, and referrals for more intensive treatment, as needed. An InSight specialist rotates between two school-based clinics, providing free alcohol, drug, and tobacco screening and brief intervention to adolescents. Mental health services were added to Patrick Henry School Based Clinic in the summer of 2006.

Clinic services are available to the pediatric population of Harris County. The School Based Clinic Program operates Monday thru Friday, during daytime hours, and are open year round, thus providing a medical home for the community's children.



St. James  
50

BRT WHEELERS  
BAYTON BUSINESS  
04-023

625688

LOUISIANA STREET

WEST MAIN STREET

WEST MAIN STREET

VIRGINIA STREET

KENTUCKY STREET

GEORGIA STREET

NEW JERSEY STREET

NEW JERSEY STREET

NEW JERSEY STREET

CAROLINA STREET

AND AVENUE  
MARTIN CRAVENS

2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120
10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30

2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120
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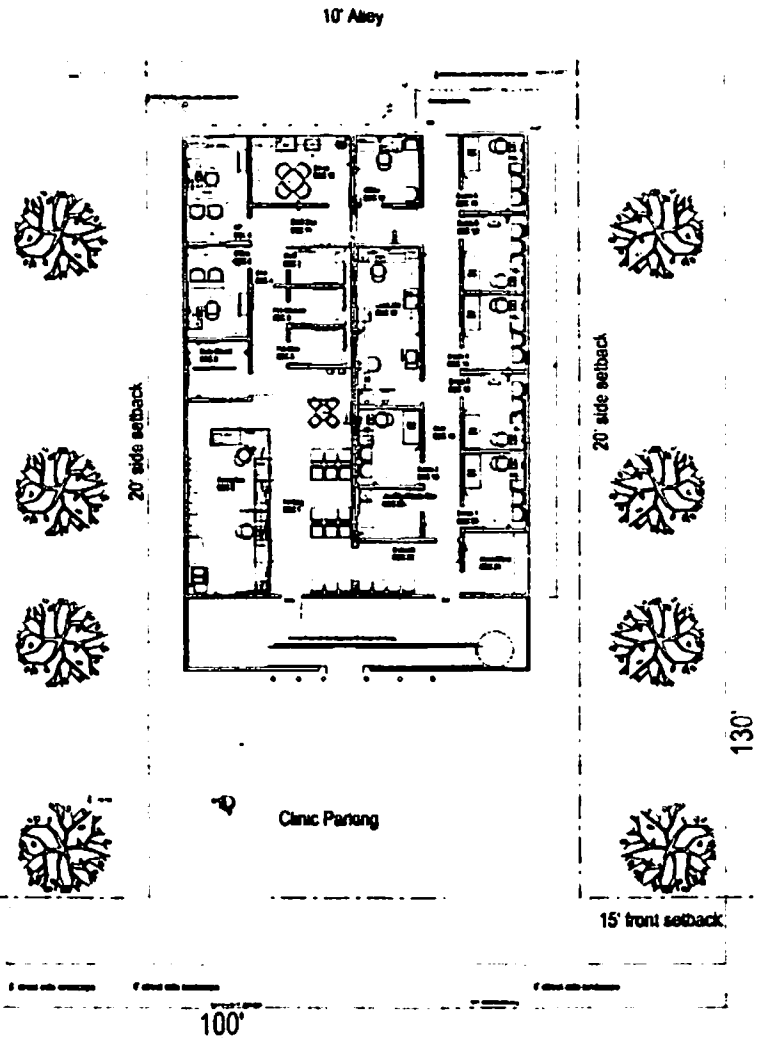
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10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30

HUDGINS STREET

Church

Church/Clinic Parking



HARRIS COUNTY  
HOSPITAL DISTRICT



Facility  
**SBC**  
 School Based Clinic  
 San Jacinto Elementary School  
 2750(?) Kentucky Street  
 Baytown, Texas 77522

Facilities Planning & Development

2525 rocky hill Suite 206  
 Houston, Texas 77064  
 Phone (713) 566-6590  
 Fax (713) 566-6581

Drawn by: [illegible]

Date: July 14, 2009

Pages: [illegible]

Health Clinic  
 Goose Creek CISD  
**Site-Floor Plan 2b**

**A 2**

20' side setback

20' side setback

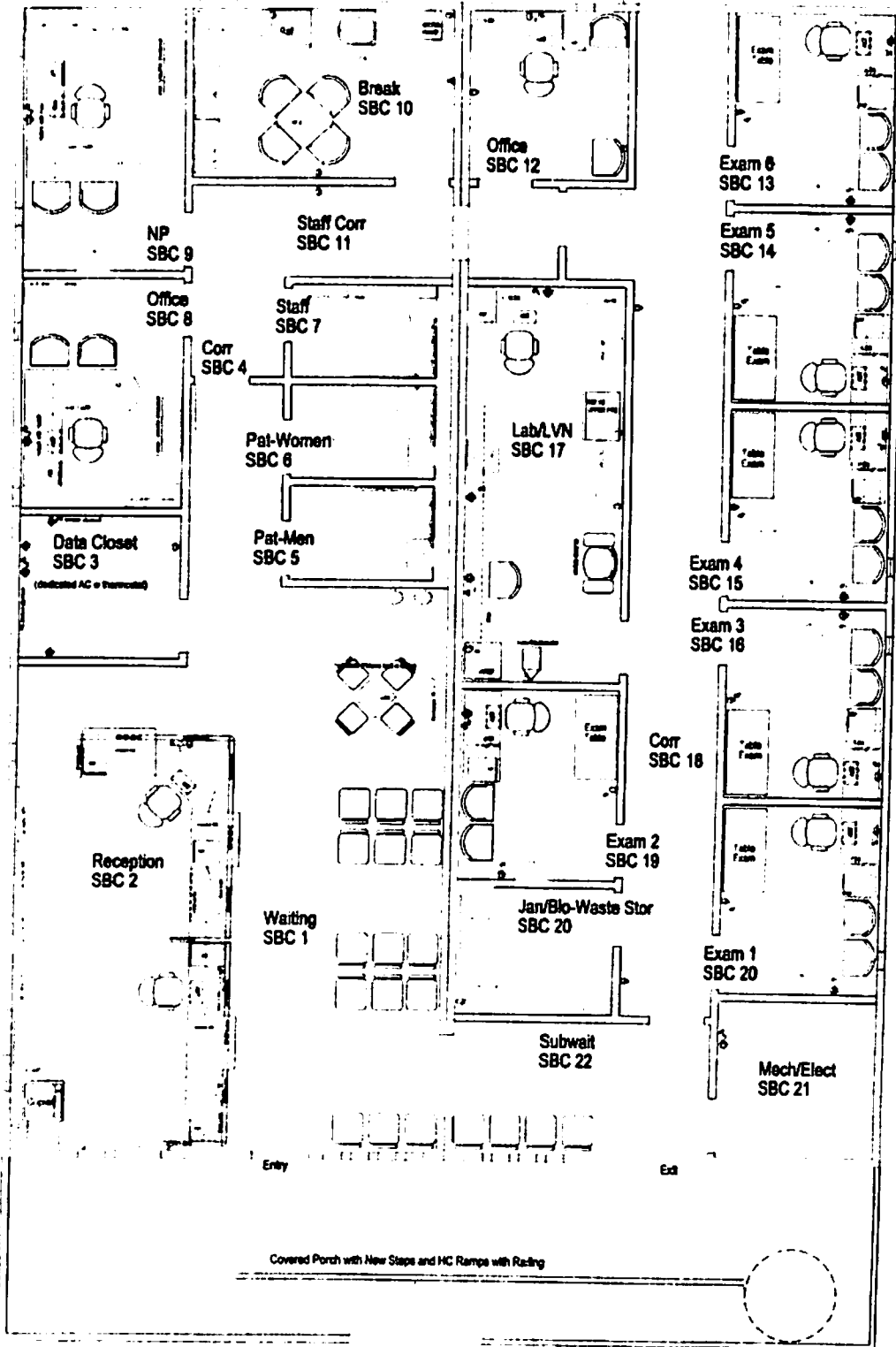


HCID Service parking only others will be towed

HCID Service parking only others will be towed

Exit Steps with Railing

Exit



Covered Porch with New Steps and HC Ramps with Railing

**SCHOOL BOARD AGENDA ITEM SUMMARY**

November 9, 2009

**SUBJECT: CONSIDERATION OF DISCUSSION OF PROPOSED TRAFFIC IMPROVEMENT CONSTRUCTION AT NORTH MAIN AND WALLISVILLE ROAD**

**RECOMMENDED ACTION:** Discussion of proposed traffic improvement at North Main and Wallisville Road.

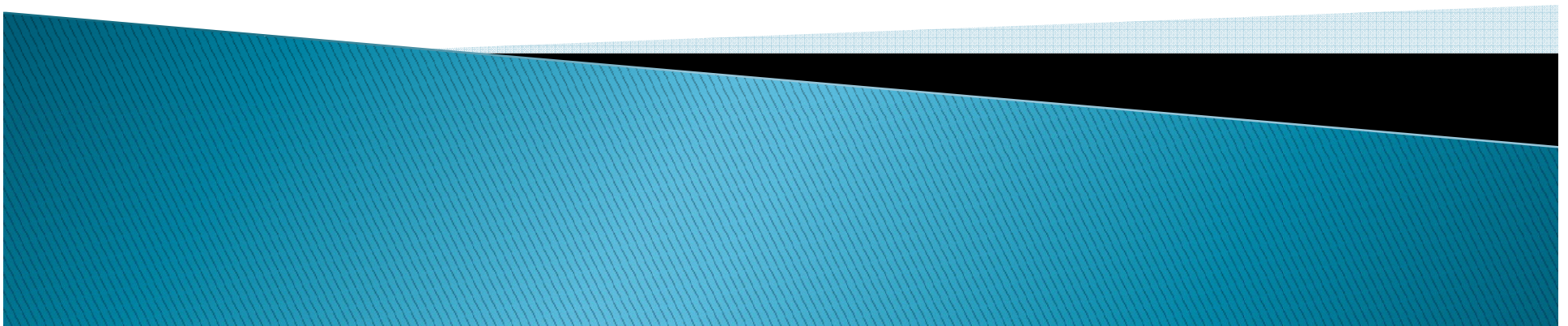
**RATIONALE:** Provide GCCISD Board of Trustees an update on proposed traffic improvement construction at North Main and Wallisville Road.

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

**RESOURCE PERSONNEL:** Dr. Toby York  
Mr. Byron Terrier  
Mr. David Fluker  
Mr. Pete Cote

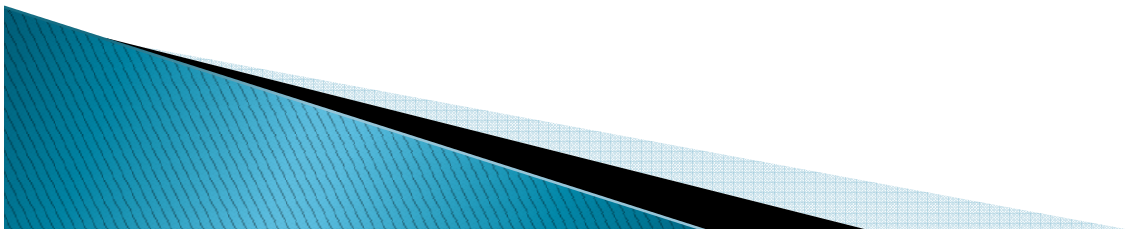
# Goose Creek Memorial High School

North Main and Wallisville Road  
Proposed Improvements



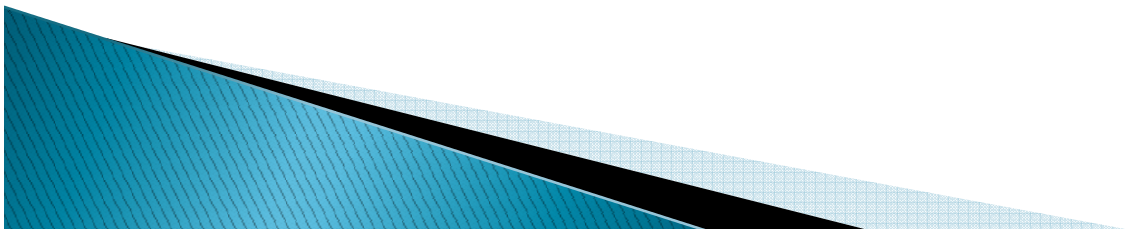
# Chronological List of Events

- ▶ On October 27, 2003, GCCISD purchased the 60 acre site for Goose Creek Memorial High School.
- ▶ In the fall of 2004, the District Facility Assessment Committee met to discuss the construction of the new high school at Wallisville and North Main. Kim Yancy from Commissioner Garcia's office was an ex-officio member of the committee.



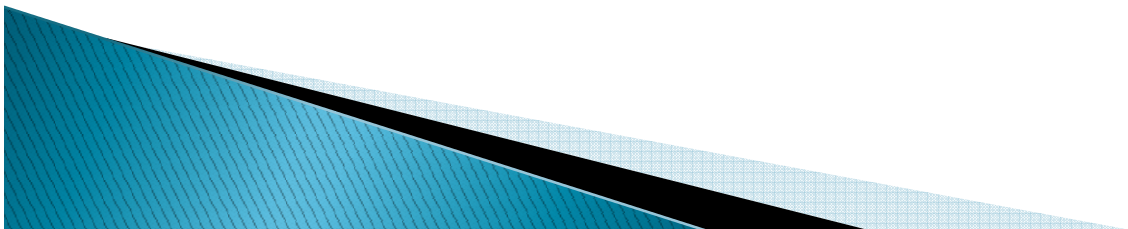
# Chronological List of Events (cont)

- ▶ In early spring of 2006, SHW Architects designed the building. Their civil engineer (Brooks & Sparks) in conjunction with Harris County, performed a utility and road needs assessment based on the County's plans for a four-lane North Main and improvements to Wallisville Road.
- ▶ In late spring 2006, SHW Architects, Jacobs, and GCCISD personnel met with County engineers on-site to discuss the elevation of utility lines and entrance drives to the new high school. The County engineers recommended the District designate \$400,000 to assist with the funding of turn and acceleration lanes.



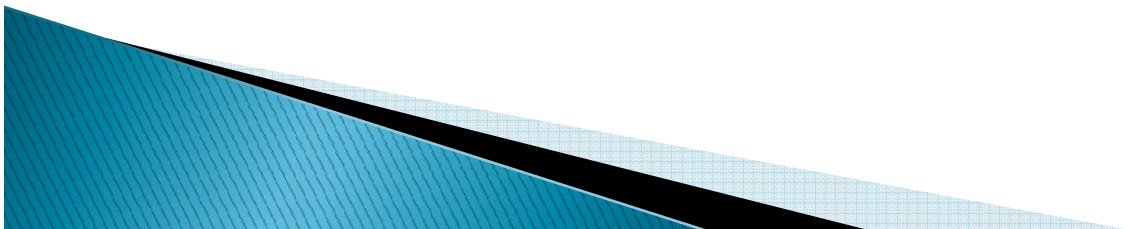
# Chronological List of Events (cont)

- ▶ Later in spring 2006, SHW determined that GCCISD should allocate \$600,000 for traffic improvements. This was an internal decision and was not relayed to the County.
- ▶ In February of 2007, GCCISD personnel met with County representatives at Fontenot Annex to explain the construction of Goose Creek Memorial High School. Also discussed was the requirement for Harris County to make identified improvements at the Goose Creek Memorial (GCM) location.



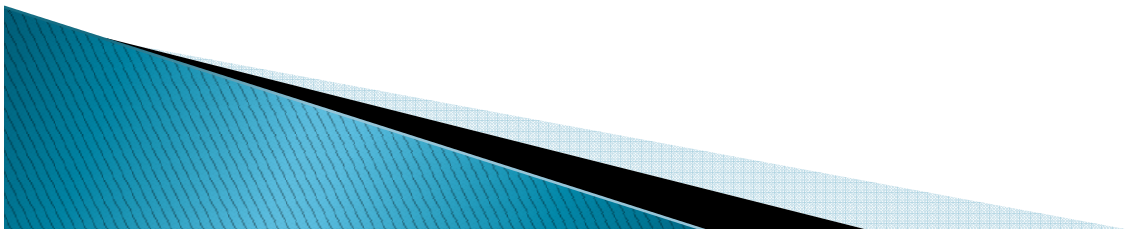
# Chronological List of Events (cont)

- ▶ On February 4, 2008, GCCISD personnel accompanied the Mayor, City Manager, and Deputy City Manager to a meeting at Commissioner Garcia's Houston office. During the meeting, Commissioner Garcia expressed that county bond funds were not available for the North Main project as planned. She did have funds to repave the existing two lanes of North Main from I-10 to GCM. Mr. Fluker met with county engineers to discuss plans addressing the highway needs at Wallisville and North Main.



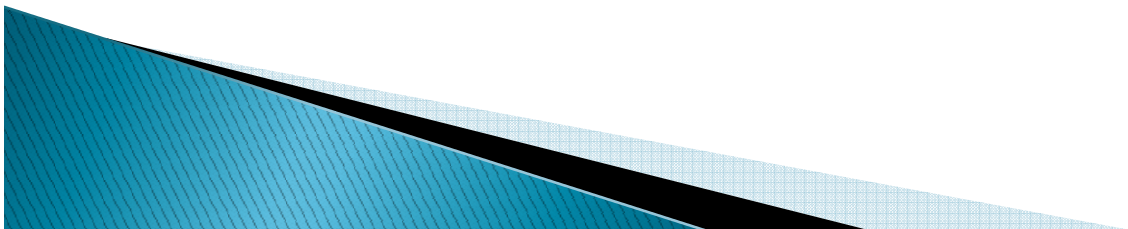
# Chronological List of Events (cont)

- ▶ In April 2009, David Fluker met with the County about this project. The County informed him that they did not have funds for the project and that GCCISD would need \$2.1 million to complete the project. Later, the County revised their plans and cost estimates from \$2.1 million to \$1.6 million.
- ▶ On August 21, 2009, Mr. Fluker and Mr. Cote met with City and County officials to discuss the funding plan. The County was asked by GCCISD personnel to consider changes to the plan and revise cost estimates again.

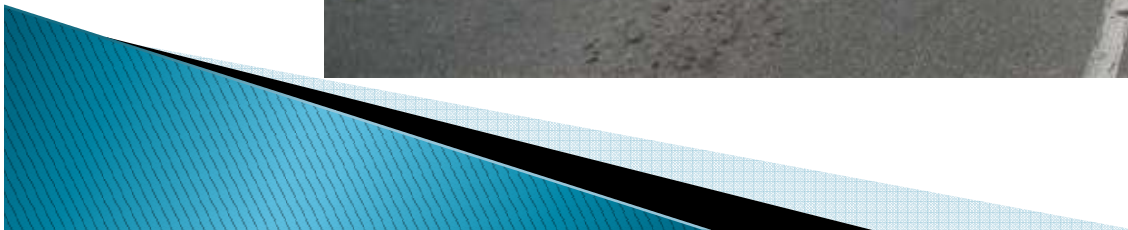


# Chronological List of Events (cont)

- ▶ On October 6, 2009, Mr. Fluker, Bob Leiper, (Deputy City Manager), and Pete Cote met with County engineers to review the changes and funding options. At this time, the GCCISD portion was reduced from \$1.6 million to \$1.1 million. GCCISD requested a copy of the site plan and scope of work.



# Main Looking North Past Wallisville



# Wallisville Eastbound

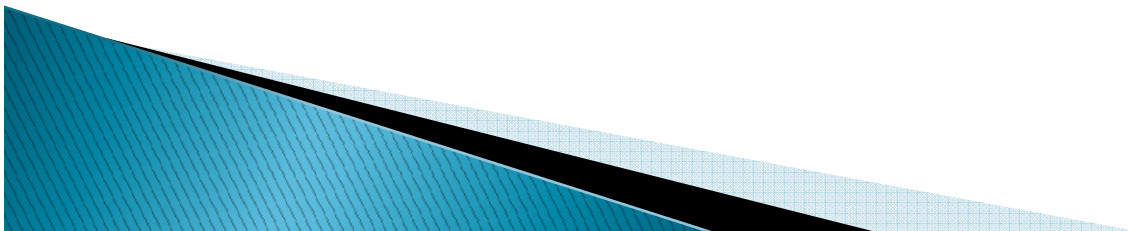


# Wallisville Westbound



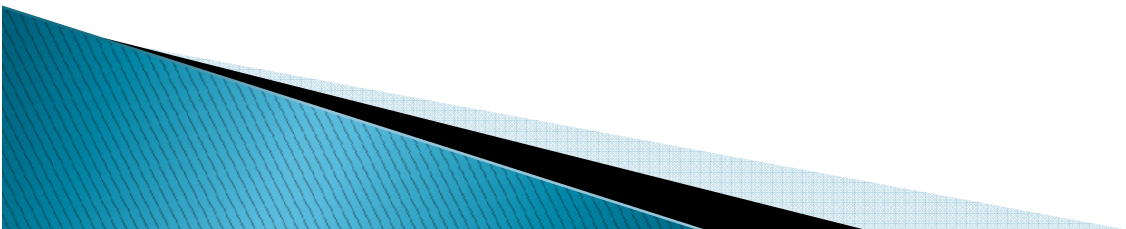
# Scope of Work

- ▶ The scope of work including \$1.1 million from GCCISD includes drainage culverts that reduce the depth of ditches from four foot to two foot. Also included are turning lanes at the intersection of Main and Wallisville and at each of the GCM entrances.



# Additional Notes

- ▶ According to our understanding, the county is proposing a five lane highway for both Wallisville and Main as a future bond project that will include traffic signals.



**SCHOOL BOARD AGENDA ITEM**

November 9, 2009

**SUBJECT: CONSIDERATION OF DISCUSSION OF SENATE BILL 9 FINGERPRINTING**

**RECOMMENDED ACTION:** Discussion of Senate Bill 9 Fingerprinting.

**RATIONALE:** Senate Bill 9, known as the “fingerprinting bill” requires that all certified educators (including instructional paraprofessional and part-time employees) and substitute teachers who are actively employed, undergo a national criminal history record information review by the Texas Education Agency no later than September 1, 2010.

**BUDGET PROVISIONS/ACTION REQUIRED:** Local funds 2009-2010

**RESOURCE PERSONNEL:** Dr. Toby York  
Mr. Byron Terrier  
Ms. Susan Moore-Fontenot  
Dr. Bernard Cannariato  
Mr. Pete Pape

# Senate Bill 9 Fingerprinting/ National Criminal History Check



## The GC “Blitz”

District Contact:

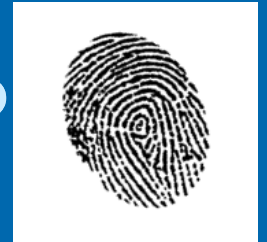
Susan Moore-Fontenot

[smoorefontenot@gccisd.net](mailto:smoorefontenot@gccisd.net)

# Senate Bill 9 Fingerprinting

- In 2007, the Texas Legislature passed a law requiring fingerprint-based criminal background reviews for certain school employees.
- The legislation was enacted to ensure the safety of all children, teachers and staff in Texas public schools.
- GCCISD's "blitz" will be 2/11-3/30/2010.

# Who WILL be fingerprinted?



- All certified employees of the district that have not previously been fingerprinted by SBEC (including certified educational aides)
- All professionals not required to hold an SBEC certificate (i.e. nurses, LSSP, etc.)
- ALL classroom substitutes, including substitute teachers and teacher's aides, whether certified or not

# Who is NOT required to be fingerprinted during the “blitz”?

- Anyone who has **previously** been fingerprinted by SBEC
  - as an applicant for certification or
  - in a non-certified role hired since 1/1/08
- Non-certified employees of the district hired prior to 1/1/08

# What MUST Educators Do to Comply?

1. Update their profile information at the SBEC website by 12/15/2009



2. Report any prior arrest record as required by Board Policy DH Local by 1/11/2010 (if applicable)



3. Print out FAST pass by 2/10/2010



4. Provide campus contact with documents: profile, photo ID, and FAST Pass by 2/10/2010



5. Complete fingerprinting by 3/30/2010



# Funding SB 9

Group	Who Pays	Description
A	State	Listed on 2006-2007 PEIMS Report
B	Employee first District reimburses	Anyone certified and required but not on PEIMS report
C	District	Employees required by local policy to print
D	Substitutes	Substitute teachers and paraprofessionals required by SB 9

**Estimated Cost to District: 60K-80K  
(Unfunded Mandate)**

# Failure to Print in 80 Days



Education Code 21.0031

(Failure to Obtain Certification, Contract Void)

*(a) An employee's probationary, continuing, or term contract under this chapter is void if the employee:*

*(1) does not hold a certificate or permit issued by the State Board for Educator Certification*



# Failure to Print in 80 Days

## GCCISD Contract, Section 6

*“This contract is conditioned upon employees satisfactory providing the certification, service records, teaching credentials and other records and information required by laws, the Texas Education Agency, the State Board for Educator Certification, the State Board of Education or the district. **Failure of employee to maintain certification** in a position(s) assigned may be grounds for dismissal. False statements, misrepresentations, omissions of requested information , or fraud by employee in/or concerning any required records or an employment application may be grounds for dismissal. Employee hereby represents that he/she has made **written disclosure to the district of any conviction for a felony or an offense involving moral turpitude.**”*

# TEA Standards for Discharge

## TEC 22.085

- Felony offense under **Title 5**, Penal Code
- Offense on conviction of which a defendant is required to **register** as a **sex offender**
- Offense under laws of **another state** equivalent to above offenses

# District Standards for Discharge

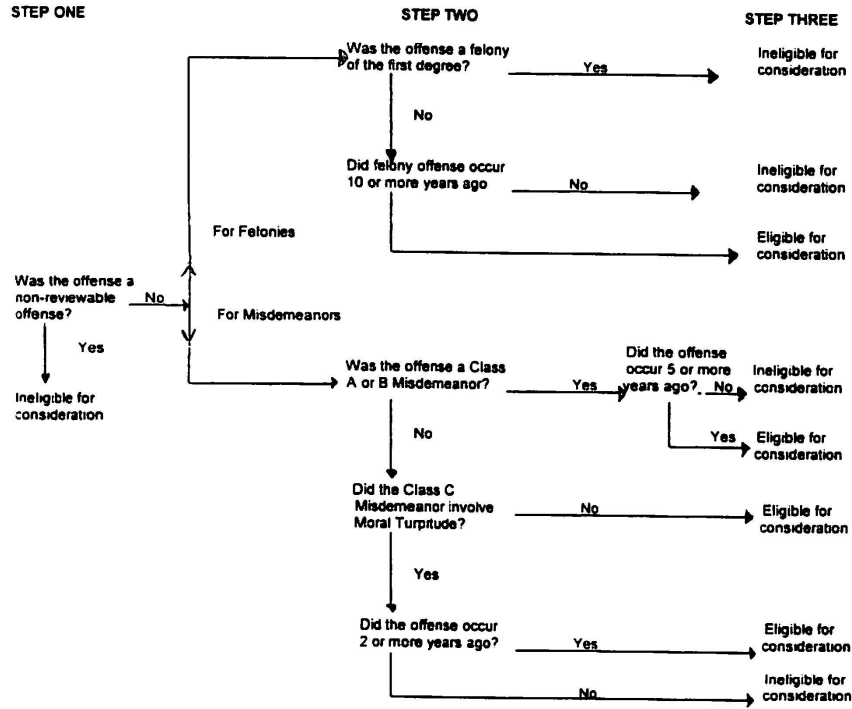
## Administrative Guideline 4.13

“Guideline for Treatment of Applicants/  
Employees Who Have Been Adversely  
Adjudicated for the Commission  
of a Crime”

**CODE AG: 4.13**  
**SUBJECT: Criminal History Checks—Guide for Treatment of Applicants/Employees Who Have Been Adversely Adjudicated for the Commission of a Crime**  
**PAGE: 13 of 16**  
**REVISED: January 2002**

**GUIDE FOR TREATMENT OF APPLICANTS/EMPLOYEES WHO HAVE BEEN ADVERSELY ADJUDICATED FOR THE COMMISSION OF A CRIME**

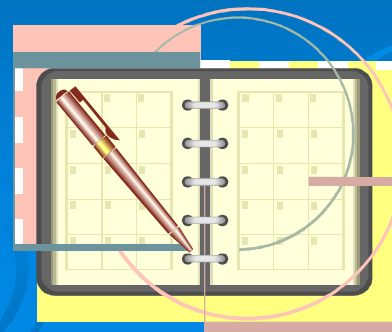
A misrepresentation or willful omission of act on an employment application relative to adverse adjudication of a criminal offense will be sufficient cause to terminate the employee. The termination will be automatic if the disposition occurred less than two years from the date of the application. Otherwise, the employee's status will be evaluated using the following guide for applicants. Adverse adjudication means the person was charged with a criminal offense and the matter was adjudicated in an adverse manner, either by conviction or deferred adjudication. Conviction is the adjudication of guilt or the assessment of probation or community supervision for a violation of the Penal Code. Deferred adjudication is the deferral of further proceedings and adjudication of guilt by the court after receiving a plea of guilty or no contendere by the defendant.



\*Offenses involving moral turpitude are those with elements of dishonesty, fraud, deceit, misrepresentation, deliberate violence, or contrary to good morals.

# More information coming soon...

- A complete list of employees required to be fingerprinted will be sent to the designated campus contact person after 2/2/2010
- Dates and times for campus fingerprinting will also be sent to the campus contact person to develop a campus schedule



# For More Information:



- Texas Education Agency:
  - Jeannie Tomasek: 512-463-0587
  
- Goose Creek CISD:
  - Susan Moore-Fontenot: 281-420-4859

**SCHOOL BOARD AGENDA ITEM SUMMARY**

November 9, 2009

**SUBJECT: CONSIDERATION OF BUDGET AMENDMENT**

**RECOMMENDED ACTION:** Approve Amendment No. 11 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 2009-2010 Budget

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

**Goose Creek Consolidated Independent School District  
Estimated Total General Fund Balance  
As of November 9, 2009**

<b>Unaudited General Fund Balance as of August 31, 2009 (net of inventory and prepaid items)</b>	<b>\$69,500,000</b>
General Fund Balance Designations at August 31, 2009:	
Bond Contingency	(\$6,000,000)
Disaster Recovery	<u>(\$5,500,000)</u>
	<u>(\$11,500,000)</u>
Adjusted Unaudited Unreserved General Fund Balance as of September 1, 2009	<u><b>58,000,000</b></u>
<b><u>Fund Balance Budget Amendments</u></b>	
09/14/09 #1 Building Improvements - MOTS Parking	(490,573)
09/14/09 #2 Security Deposit and Rent for New Warehouse Facility	(105,000)
09/14/09 #4 West Town/Pumphrey Relocation	(1,780,578)
09/28/09 #5 Demolition of Lindberg Warehouse	(200,000)
10/26/09 #6 School-Based Clinic Installation	(121,200)
10/26/09 #7 Construction Activities Due To West Town Closing	(6,742,694)
11/09/09 #11 Land Acquisition - Former Hasty Storage Facility	(pending) (1,540,000)
<b>Total Change in Fund Balance</b>	<u><b>(\$10,980,045)</b></u>
<b>Current Estimated General Fund Balance</b>	<u><u><b>\$47,019,955</b></u></u>

BUDGET AMENDMENT

Amendment No. 11  
 General Fund  
 Fund No. 199  
 Local Maintenance Fund

APPROPRIATIONS INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-00-3600-00-000-0-99-000	Fund Balance	\$ -	\$ (1,540,000)	\$ (1,540,000)
199-81-6619-00-732-0-99-000	Land Acquisition		1,540,000	1,540,000
	TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

This amendment to increase appropriations \$1,540,000 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 for the purchase of former Hasty Storage facility (23 acres).

\_\_\_\_\_  
 Signature

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

November 9, 2009

**SUBJECT: CONSIDERATION OF THE CONSTRUCTION MANAGER AT RISK METHOD OF DELIVERY SYSTEM FOR THE RENOVATIONS OF THE SECURITY OFFICES LOCATED IN THE FACILITIES MANAGEMENT COMPLEX**

**RECOMMENDED ACTION:** Approve the method of delivery for renovations to the East Building located in the Facilities Management Complex located on North Main Street in Baytown, Texas.

**RATIONALE:** As part of the 2005 Bond, the Security Department has been relocated from the West Building to the East Building to make room for the Transportation Department to relocate to the North Main Street location.

**BUDGET PROVISIONS/ACTION REQUIRED:** 2005 Bond

**RESOURCE PERSONEL:** Dr. Toby York  
Mr. Byron Terrier  
Mr. David Fluker  
Mr. Bruce Riggs



## **GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**David K. Fluker**  
Executive Director of Facilities Management

"Creating & Maintaining Quality Learning and Teaching Environments with Leadership, Partnerships and Strategic Planning"

October 29, 2009

**To: Toby York, Ed. D.**

**From: David K. Fluker**

**Subject: Delivery method of construction for the Security Facilities located in the Facilities Management Complex East Building on North Main Street in Baytown, Texas**

**It is recommended that the Board of Trustees approve the Construction Manager at Risk (CM@R) delivery method for the renovations to the main building located at 3401 N. Main Street.**

### **RATIONALE:**

- ✚ The renovations to this facility have been ongoing for several years in various phases.
- ✚ CM@R is the best method for this type of phased construction. Earlier phases were performed via the JOC method and had substantial cost overruns.
- ✚ Some of the less extensive renovations were performed in house using maintenance personnel and sub-contractors.
- ✚ In August of 2009, the Security Department personnel were moved into the East Building from the West Building to make room for the Transportation Department to be located there.
- ✚ Currently the security personnel are located on one side of the Sunshine Room.
- ✚ This room is a large open area with no interior walls. The Chief, Assistant Chief and patrol personnel have desk located in open areas with no privacy while they are conducting business. Sensitive documents are difficult to control in this environment.

- ✚ One more phase of construction for this facility is in the early design stages. The final phase will consist of transportation offices, vehicle repair shops, storage and a meeting/training room.
- ✚ This is a 2005 Bond project.
- ✚ This recommendation is in compliance with sections 44.031(a) and 44.035 to the Texas School Law Bulletin, 2008 edition.

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

November 9, 2009

**SUBJECT: CONSIDERATION OF PLACEMENT OF TEXAS HISTORICAL COMMISSION MARKER BY THE BAYTOWN HISTORICAL PRESERVATION ASSOCIATION FOR ROBERT E. LEE HIGH SCHOOL**

**RECOMMENDED ACTION:** Approve placement of Texas Historical Commission Marker by the Baytown Historical Preservation Association for Robert E. Lee High School.

**RATIONALE:** The Baytown Historical Preservation Association (“BHPA”) is requesting District permission to seek an Official Texas Historical Marker with landmark designation from the Texas Historical Commission for Robert E. Lee High School.

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

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

# Baytown Historical Preservation Association

*"Collecting Yesterday For Tomorrow"*

## BOARD OF DIRECTORS

Wybra Holland, President  
Andy Spears, Vice President  
Nina Barbee, Secretary  
Nisha Jones, Treasurer  
Ellen Johnson, Historian  
Patsy Lock  
Jean McLeod  
Rose Marie Thomson  
Virginia Wingate

October 6, 2009

Toby York, Ph.D.  
Superintendent of Goose Creek  
Consolidated Independent School District  
P.O. Box 30  
Baytown, Texas 77522-0030

Dear Dr. York:

The Baytown Historical Preservation Association ("BHPA") is requesting district permission to seek an Official Texas Historical Marker with landmark designation from the Texas Historical Commission for Robert E. Lee High School ("Lee"). Because of its age, unique architectural facade, and its importance to the Baytown community, BHPA believes that Lee is eligible for this designation and deserves to be recognized. Granting permission for the process will cost the Goose Creek Consolidated Independent School District ("GCCISD") no money, will require no work by GCCISD employees, and will in no way diminish GCCISD's control of the property to utilize it as the trustees and citizens wish. In the event you grant permission and the Texas Historical Commission approves our request, the Commission will place an historical marker on the property in front of the building, and Robert E. Lee High School will be placed on the registry of state historical sites.

Robert E. Lee High School has a rich history. For over 80 years, it has served the students of our community and prepared them for life's many challenges. But Lee has been more than just a school. It was the heart and soul of the communities within the Goose Creek district for decades as Baytown's only high school. The history of Lee is inextricably intertwined with the history of Baytown. The rival communities of Goose Creek, Baytown, Wooster, Pelly, and Highlands shared the same high school. Therefore, Lee has served not only to educate the students who attended there, but it also helped bring the communities together as Ganders.

The Spanish mission style architecture was the predominant style of all Goose Creek schools in the early years of the District. Today, Robert E. Lee High School is the only remaining school of the early era. Its original facade is unique among Baytown schools today, and it is easily recognizable to many current and former Baytonians.

Robert E. Lee High School is the oldest Goose Creek school facility still in use as a school in this district. It opened in its present location in the fall of 1928 to replace Goose Creek High School. Lee was so important to the Baytown community that when a massive fire almost destroyed it in 1987, Baytonians united in a successful effort to ensure that the school be rebuilt in the same place with the original structure and facade intact. Therefore, although the interior of the school has changed, the exterior remains unchanged.

Robert E. Lee High School has been synonymous with Baytown. The water tower boasted "Baytown—Home of the Robert E. Lee Fighting Ganders." The radio station bore the call letters KREL. Throughout its history, Lee has been a source of pride and recognition for our communities.

Lee, from its beginning, served as the center of the community's cultural life. Many organizations used the Lee auditorium for local programs as well as a place to showcase celebrity performers of regional and national renown.

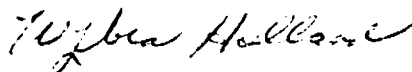
Robert E. Lee High School is a primary reason that Baytown and GCCISD are known so widely throughout the state as well as the nation. Its athletic, academic, and music programs have long been recognized for their outstanding quality and achievements.

For more than 80 years, Robert E. Lee High School has served the Baytown community as an outstanding educational facility and a center of community activity. It has exemplified the pride Baytonians have in their community and schools and the tradition of excellence established by Lee students.

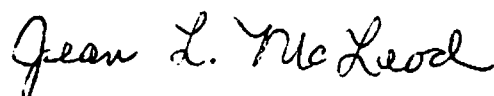
We fervently hope that you will grant the Baytown Historical Preservation Association your permission to apply for this historical designation and accompanying state marker to be placed on the Lee site. Our organization hopes to be able to initiate this process as soon as possible. If you need additional information regarding this request, please feel free to write Jean McLeod, Chairman of the Lee Marker Committee, at 2106 Pinemont Place, Baytown, Texas 77520, or to call her at 281.422.9957.

Thank you for your consideration of this request.

Yours truly,



Wybra Holland, President



Jean McLeod, Lee Marker Committee Chair

cc: Members of the Board of Trustees

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

November 9, 2009

**SUBJECT: CONSIDERATION OF RENEWAL OF COMPETITIVE SEALED PROPOSAL (CSP) #090607-32 FOR HVAC PARTS, SUPPLIES AND EQUIPMENT**

**RECOMMENDATION:** Approve the renewal of the heating and air conditioning supplies and equipment contract with Baker Distributing Company.

**RATIONALE:** To provide the Maintenance Department with vendors for securing supplies to repair, replace and maintain heating and air conditioning services throughout the District. These contracted services will exceed \$25,000. During the 08-09 school year the District spent \$176,563.07 for HVAC supplies and equipment.

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

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



**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

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

August 25, 2009

Baker Distributing Company  
Attn: Gordon Smith  
4101 Allenbrook  
Baytown, Texas 77521

Dear Mr. Smith:

Goose Creek Consolidated Independent School District would like to renew Competitive Sealed Proposal (CSP) #090607-32 for HVAC Parts, Supplies and Equipment with Baker Distributing. If your company is interested in continuing this association under the same terms and conditions, please let it be known by means of written correspondence.

We look forward to a continued good working relationship with Baker Distributing. If you have any questions or concerns, please feel free to contact me.

Sincerely,

Trudy Masters  
Director of Purchasing

ldr Yes, we would like to renew our proposal for another year. Please list me as the point of contact of the account.

Charlie Shaw  
Chad Shaw  
Baker Distributing

P. O. Box 30 • Baytown, Texas 77522 • Telephone 281-420-4579 • Fax 281-421-3392  
www.gccisd.net

**SCHOOL BOARD AGENDA ITEM SUMMARY**

November 9, 2009

**SUBJECT: CONSIDERATION OF RESOLUTION CASTING BALLOT FOR KATHERINE TRUMBULL TO SERVE AS A MEMBER OF THE BOARD OF DIRECTORS OF THE HARRIS COUNTY APPRAISAL DISTRICT**

**RECOMMENDED ACTION:** Adopt the resolution casting Goose Creek Consolidated Independent School District ballot for Katherine (Toni) Trumbull to represent Goose Creek Consolidated Independent School District as a member of the Board of Directors of the Harris County Appraisal District.

**RATIONALE:** Mrs. Trumbull is our incumbent board representative on the Board of Directors, Harris County Appraisal District Board. This ballot will place Mrs. Trumbull as our representative on the Board of Directors, Harris County Appraisal District, for the next 2 year term beginning January 1, 2010.

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

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

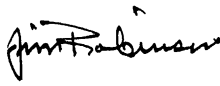


Harris County Appraisal District  
Interoffice Memorandum

OFFICE OF THE CHIEF APPRAISER

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TO: Presiding Officers of Taxing Units  
Served by the Harris County Appraisal District

FROM: Jim Robinson, Chief Appraiser 

SUBJECT: Election of Board of Directors of the  
Harris County Appraisal District

DATE: October 15, 2009

The nomination period for board candidates representing the small cities, school districts, and conservation & reclamation districts closed October 14, 2009. The names of all candidates officially nominated to me on or before that date are reflected on the enclosed "Certification of Ballot" forms.

Candidates for contested positions are listed alphabetically on the ballots in the manner required by the Texas Tax Code.

Katherine (Toni) Trumbull was the only person nominated for the position representing school districts other than Houston ISD, and Howard Martin, Jr. and Glenn E. Peters are nominees for the position representing the conservation and reclamation districts.

Nominated for the board position representing cities other than the City of Houston were Ed Heathcott, and Chris Presley.

To assist you in the election procedure, I have enclosed a Certification of Ballot and a suggested form of resolution for casting your vote for the candidate representing your type of taxing unit. ***Ballot forms for all three types of units are enclosed to make you aware of all nominees, even though only taxing units of a particular type may vote in the election applicable to that type of unit.*** The governing body of each taxing unit is entitled to one vote for the candidate of its choice from the names appearing on the appropriate Certification of Ballot.

Presiding Officers of Taxing Units

October 15, 2009

Page 2

No later than ***Monday, December 14, 2009***, each governing body must cast its vote for one of the nominees, formally adopt a resolution naming the person for whom it votes, and submit a certified copy to the chief appraiser. ***The vote must be by resolution.*** The resolution, or a certified copy thereof, together with the completed Certification of Ballot, must be delivered to Jim Robinson, Chief Appraiser, 13013 Northwest Freeway, Houston, Texas 77040, or mailed to P. O. Box 920975, Houston, Texas 77292-0975 ***to arrive before 5:00 p.m. Monday, December 14, 2009.*** The outside of the envelope should be marked "Ballot for Board of Directors."

On Tuesday, December 15, 2009, the chief appraiser will count the votes, declare the results, and notify the winners, the nominees, and the presiding officers of each taxing unit. A tie vote will be resolved by a method of chance chosen by the chief appraiser.

These procedures do not apply to Harris County, the City of Houston, or the Houston Independent School District. Those units will select their board member by adopting a resolution appointing such member by December 14, 2009, and delivering an original or certified copy to the Office of the Chief Appraiser.

If you have questions about the board selection process, please call me at 713/957-5291.

Attachments

c:     HCAD Board Members  
       Tax Assessors  
       Attorneys

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
CASTING ITS BALLOT FOR THE ELECTION OF A PERSON  
TO THE BOARD OF DIRECTORS OF THE  
HARRIS COUNTY APPRAISAL DISTRICT**

**WHEREAS**, the Chief Appraiser of the Harris County Appraisal District, Harris County, Texas, has delivered to the Superintendent of this school district the names of those persons duly nominated as candidates to serve in that position on the Board of Directors of the Harris County Appraisal District, representing and to be filled by the school districts other than the Houston Independent School District participating in said appraisal district; and

**WHEREAS**, this school district deems it appropriate and in the public interest to cast its vote for the candidate of its choice to fill such position; now, therefore

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:**

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the Goose Creek Consolidated Independent School District cast its vote, and it does hereby cast its vote, for

KATHERINE TRUMBULL to fill the position on the Board of Directors of the Harris County Appraisal District, representing and to be filled by the school districts, other than the Houston Independent School District, participating in the appraisal district.

Section 3. That the Superintendent be, and she is hereby, authorized and directed to deliver or cause to be delivered an executed or certified copy of this resolution to the Chief Appraiser of the Harris County Appraisal District before December 14, 2009.

**PASSED AND APPROVED** this the 9<sup>th</sup> day of November, 2009.

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

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees

**CERTIFICATION OF BALLOT  
FOR BOARD OF DIRECTORS  
HARRIS COUNTY APPRAISAL DISTRICT**

I, Agustin Loredo, III, certify that on the 9<sup>th</sup> day of November, 2009, the Board of Trustees of Goose Creek Consolidated Independent School District did by resolution cast its ballot for the following nominee to serve as a member of the Board of Directors of the Harris County Appraisal District.

Katherine (Toni) Trumbull            [   ]

I further certify that a true and correct copy of the resolution casting such ballot is attached hereto.

**WITNESS MY HAND** this 9<sup>th</sup> day of November, 2009.

\_\_\_\_\_  
Agustin Loredo, III  
President Board of Trustees

ATTEST:

\_\_\_\_\_  
Wilyne Laughlin  
Secretary Board of Trustees

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

November 9, 2009

**SUBJECT: CONSIDERATION OF RESOLUTION CASTING BALLOTS FOR NATALIE WHATLEY AND RON SEXTON TO SERVE AS MEMBERS OF THE BOARD OF DIRECTORS OF THE CHAMBERS COUNTY APPRAISAL DISTRICT**

**RECOMMENDED ACTION:** Adopt the resolution casting Goose Creek Consolidated Independent School District ballot for Natalie Whatley and Ron Sexton to represent Goose Creek Consolidated Independent School District as members of the Board of Directors of the Chambers County Appraisal District.

**RATIONALE:** Mrs. Whatley has been our incumbent board representative and Ron Sexton will be a first term member on the Board of Directors, Chambers County Appraisal District Board. This ballot will place Mrs. Whatley and Mr. Sexton as our representatives on the Board of Directors, Chambers County Appraisal District, for the next 2 year term beginning January 1, 2010.

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

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

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
CASTING ITS BALLOT FOR THE ELECTION OF PERSONS  
TO THE BOARD OF DIRECTORS OF THE  
CHAMBERS COUNTY APPRAISAL DISTRICT**

**WHEREAS**, the Chief Appraiser of the Chambers County Appraisal District, Chambers County, Texas, has delivered to the Superintendent of this school district the names of those persons duly nominated as candidates to serve in that position on the Board of Directors of the Chambers County Appraisal District, representing and to be filled by the tax entities participating in said appraisal district; and

**WHEREAS**, this school district deems it appropriate and in the public interest to cast its vote for the candidate of its choice to fill such positions; now, therefore

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:**

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the Goose Creek Consolidated Independent School District cast its vote, and it does hereby cast its vote, for

NATALIE WHATLEY AND RON SEXTON to fill positions on the Board of Directors of the Chambers County Appraisal District, representing Goose Creek Consolidated Independent School District.

Section 3. That the Superintendent be, and he is hereby, authorized and directed to deliver or cause to be delivered an executed or certified copy of this resolution to the Chief Appraiser of the Chambers County Appraisal District before December 14, 2009.

**PASSED AND APPROVED** this the 9<sup>th</sup> day of November, 2009.

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

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees



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# APPRAISAL DISTRICT FOR CHAMBERS COUNTY

---

## BALLOT

### CHAMBERS COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS

1. BRAZIL, JOE \_\_\_\_\_
2. CRUMPLER, JOE \_\_\_\_\_
3. DEERING, BILL \_\_\_\_\_
4. MURRELL, DAVID \_\_\_\_\_
5. PROTHRO, CLINT \_\_\_\_\_
6. SEXTON, RON \_\_\_\_\_ 442
7. WHATLEY, NATALIE \_\_\_\_\_ 833

ATTACH RESOLUTION TO BALLOT AND RETURN BY  
DECEMBER 14, 2009.

## **RONALD M. SEXTON**

Ron Sexton graduated with a Chemical Engineering degree from Lamar University in 1980. Since that time he has continued his computer science and network training. Ron has been employed by Bayer Corporation since 1987 and currently holds the position of Senior Systems Analyst with network and telecommunications responsibilities for the entire Texas Region. He is also a member of the North American Telecommunications group and has direct management responsibilities for employees of two contract support companies housed on the Bayer Baytown campus. Ron has received numerous leadership and service awards for various projects and initiatives performed at operation sites throughout the United States. Ron was the industry coordinator and Bayer liaison for the Texas Scholar program at Barbers Hill ISD. He continued work in this role until this program became the statewide educational standard. In preparation for Hurricane Ike, Ron was appointed to the Harris County Homeland Security and Emergency Management team and continues in this capacity today.

Ron has served on the Chambers County Appraisal Review Board beginning in 1999 for a six-year term. He began his second service term in 2006 and has served as President for this Board for the past two years.

Ron and his family have resided in Mont Belvieu since 1994. Since 1998, Ron has served as a deacon at First Baptist Church, Mont Belvieu. He enjoys fishing, reading, and as an Eagle Scout he participates in induction services in Chambers and Liberty counties.

# *Natalie Whatley*

9611 EL Chaco  
Baytown, Texas 77521  
Phone: (281) 383-7367  
Email: ndwhatley@verizon.net

## **QUALIFICATIONS**

*Strong verbal and written communication skills, highly organized, and motivated to obtain set goals*

## **EDUCATION**

1992 *Southwestern Paralegal Institute, Certified Legal Assistant*  
1989-1991 *Lee College*  
1989 *Ross S. Sterling High School, Graduate with Honors*

## **EMPLOYMENT**

2004-2005 *Assistant Director, Cedar Bayou Methodist Church, Children's Day Out  
Assisted Director in daily operations of preschool program*

1994-1998 *Legal Assistant, Coats, Rose, Yale, Holm, Ryman & Lee  
Civil defense, construction, MUD administration and collections*

1991-1993 *Accounts Payable, Burrow Real Estate Development/Guardian Savings & Loan  
Maintained payable accounts for 16 apartment complexes*

1986-1991 *Staffing Assistant, Kroger Corporation  
Interviewed prospective employees, processed appropriate documentation for new-hires, trained new employees*

## **VOLUNTEER WORK**

1998-present *Stephen F. Austin Elementary-various capacities, classroom and PTO*

2006-present *Boy Scouts of America, Pack 93*

2007 *Baytown Concerned Citizens Crime Initiative*

2007 *GCCISD rezoning matters concerning Chambers County*

2005 *Junior Achievement Instructor, Stephen F. Austin Elementary*

2003-2005 *Board Member, CBUMC Day School for Little People Council*

1994-1996 *Sterling Municipal Library, Adult Literacy Volunteer*

# **SUPERINTENDENT'S REPORTS**

## **SAT Prep Program**

# Are you ready for the PSAT?



Get ready with

**MAKING THE GRADE**



# Welcome

- **Introductions-**

- **Instructors: Camille Burt, Mary Rohrbacher**
- **Contact: LeRonda Lockhart- Higher Education Transition Liaison**

- **Why are you here?**

- **Top 50 incoming Juniors**
- **Test of Logic and Reasoning/ not like a classroom test**
- **Potential National Merit Scholars**





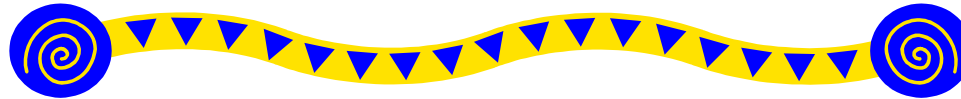
## **National Merit Scholar**

**- 50,000 students per state with the highest  
PSAT/SAT**

**Selection Index scores (critical reading +  
mathematics + writing skills scores) qualify for  
recognition in the National Merit Scholarship  
Program**

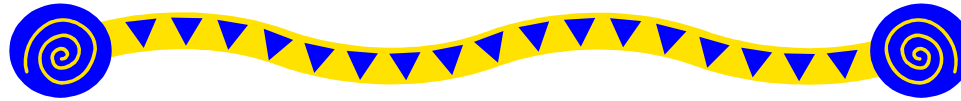
**- Commended vs. Semifinalist**

# Commended



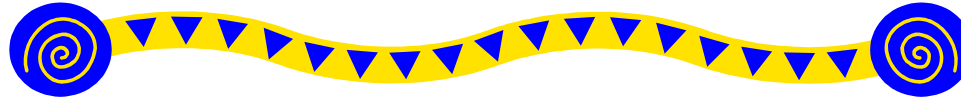
- In late September, more than two-thirds or about 34,000 of the approximately 50,000 high scorers on the *PSAT/NMSQT* receive Letters of Commendation in recognition of their outstanding academic promise. Commended Students are named on the basis of a nationally applied Selection Index score that may vary from year to year and is below the level required for participants to be named Semifinalists in their respective states. Although Commended Students do not continue in the competition for National Merit Scholarships, some of these students do become candidates for Special Scholarships sponsored by corporations and businesses

# Semifinalists



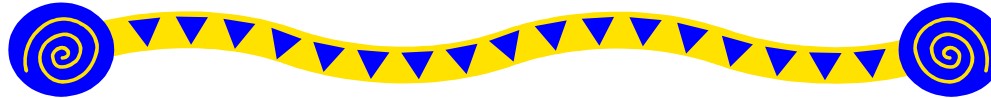
- **In early September, about 16,000 students, or approximately one-third of the 50,000 high scorers, are notified that they have qualified as Semifinalists. To ensure that academically able young people from all parts of the United States are included in this talent pool, Semifinalists are designated on a state representational basis. They are the highest scoring entrants in each state. NMSC provides scholarship application materials to Semifinalists through their high schools. To be considered for a National Merit Scholarship, Semifinalists must advance to Finalist standing in the competition by meeting high academic standards and all other requirements explained in the materials provided to each Semifinalist.**

# Finalists



- In February, some 15,000 Semifinalists are notified by mail at their home addresses that they have advanced to Finalist standing. High school principals are notified and provided with a certificate to present to each Finalist.

# Winner Selection



- All winners of Merit Scholarship awards (Merit Scholar designees) are chosen from the Finalist group, based on their abilities, skills, and accomplishments—without regard to gender, race, ethnic origin, or religious preference. A variety of information is available for NMSC selectors to evaluate—the Finalist's academic record, information about the school's curricula and grading system, two sets of test scores, school official's written recommendation, information about the student's activities and leadership, and the Finalist's own essay.

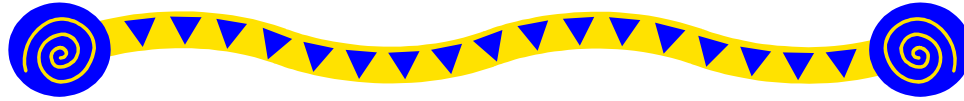


# Benefits



- College Financial Opportunities  
(Please refer to handout.)
- Admittance into a college of your choice
- Admittance into special programs

# Course Details



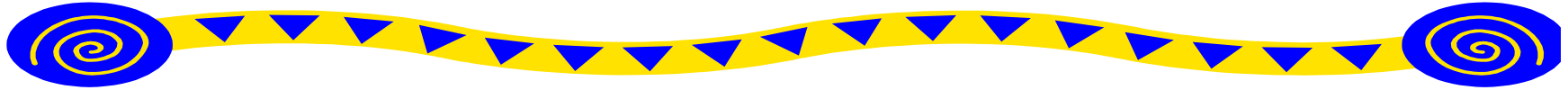
- Free (vs. preparation courses like the Princeton Review)
- One semester local elective credit
- 4 night PSAT workshop prior to taking the PSAT on October 14. Workshop seminars will meet Sept. 14, 21, 28 and culminate with a practice test on Oct. 13. The test will be scored before leaving that evening.

- The workshop will focus on how the PSAT is scored, what score you really need, how to increase the odds of getting the correct answer, the best verbal and math tactics to use, how to maximize the PSAT score, how the test is structured, and how to relax and reduce test anxiety.
- Stuart Career center: YMCA Drive, 6-9 PM
- Starting Monday, Jan. 11, 2010, students will be required to attend a 3 ½ hour class, once per week for 16 weeks.
- Class will meet Mon. 5:30-9:00 PM.

- Students who attend the 4 night PSAT class will automatically be registered for the spring class.
- Commitment to the entire program is required.
- Students who pass the class with 80% or above will not have to pay to take the SAT in the spring.



# Course Will Include...



- Online as well as paper and pencil practice
- Textbook / SAT preparation guide
- Periodic practice tests
- Content remediation as needed

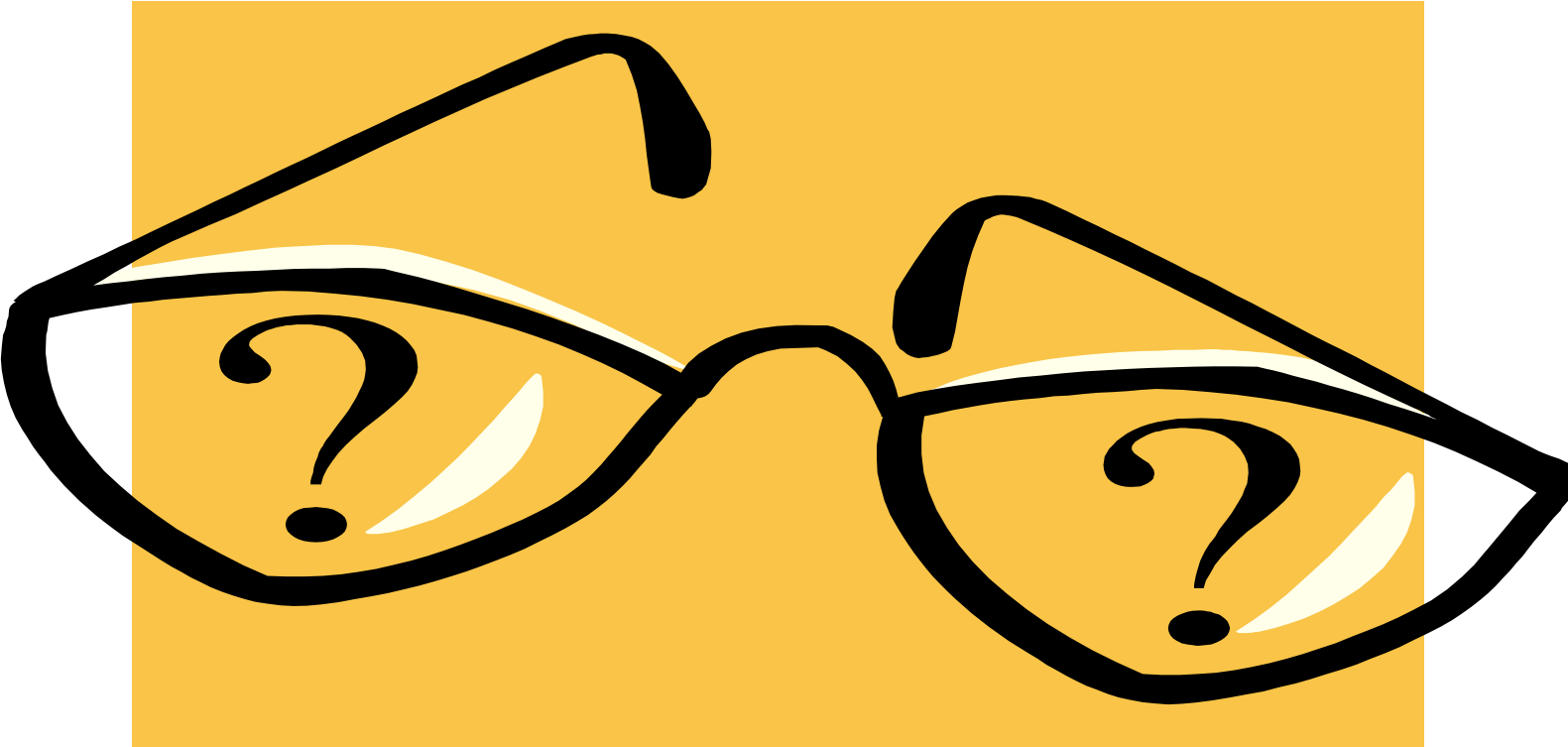
# To Register...

- Contact LeRonda Lockhart, Higher Education Transition Liaison, at 281-420-3082,
- Email: [leronda.lockhart@gccisd.net](mailto:leronda.lockhart@gccisd.net),

or...

- Fill out the registration slip and turn it in tonight.

# Questions





**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 9, 2009

**SUBJECT: CONSIDERATION OF PERSONNEL ACTION**

**RECOMMENDED ACTION:** Approve two (2) elections subject to assignment and place on teacher hiring placement scale; approve four (4) resignations.

**RATIONALE:** Fill vacancies for the 2009-10 school year; accommodate employees' request to resign.

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

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

/jr

**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

Office of the Superintendent  
Baytown, Texas

November 9, 2009

**RESIGNATIONS**

1. **Cheri Annese Jones**, student teacher coordinator and tech specialist at Carver Elementary School, is retiring effective December 18, 2009. Mrs. Jones has been with the district 30 years.
2. **Michael Knight**, math teacher at Gentry Junior School, is resigning effective December 18, 2009. Mr. Knight is going into the United States Army.
3. **Hector Machorro**, Director of Transportation for Goose Creek CISD, is retiring effective December 18, 2009. Mr. Machorro has been with the district five years.
4. **Michael Maglitto**, social studies teacher at Ross S. Sterling High School, is retiring effective December 18, 2009. Mr. Maglitto has been with the district 18 years.
5. **Kevin Parker**, Director of Career and Technology Education for Goose Creek CISD, is retiring effective January 27, 2010. Mr. Parker has been with the district for 24 years, but has nine years outside the district.

**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

Office of the Superintendent  
Baytown, Texas

November 9, 2009

**ELECTIONS**

1. **Jennifer Diaz**, teacher, assigned to Baytown Junior School.

A. High School Attended	Baker High School, AL
B. Degree Conferred	BS – Montreat College
C. Hours in Teaching Areas	Science – 56
D. Grades	Excellent
E. Experience	None
F. Certification	Standard Science 4-8
G. Honors	Graduated Cum Laude
H. Interviewers	S. Moore-Fontenot, S. Koester

2. **Warren Simpson**, teacher, assigned to Gentry Junior School.

A. High School Attended	Flower Mound High School
B. Degree Conferred	BS – Baylor University
C. Hours in Teaching Areas	Math – 56
D. Grades	Good
E. Experience	None
F. Certification	Standard Math 4-8
G. Interviewers	S. Moore-Fontenot, T. Edwards

**SCHOOL BOARD AGENDA ITEM SUMMARY**

November 9, 2009

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

**RECOMMENDED ACTION:**    Approve Director of Special Education.

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

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

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

/jr

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

November 9, 2009

**ELECTION**

**Thomas Kelchner**, as Director of Special Education.

- A. Degrees Conferred                      Bachelor of Science, Texas Christian University  
Master of Science, University of Texas  
Doctorate of Education, University of North Texas
- B. Certification                              Provisional All Level Physical Education  
Provisional Secondary Health and Physical Education  
Provisional Secondary Psychology  
Provisional Seriously Emotionally Disturbed and Autistic  
Provisional Generic Special Education  
Standard Secondary Social Studies Composite  
Professional Mid-Management Administrator  
Standard Superintendent
- C. Experience                                5 years – Teacher, Dallas ISD  
1 year – Teacher, Forth Worth ISD  
1 year – Assistant Principal, Dallas ISD  
2 years – Dean of Instruction, Dallas ISD  
8 years – Principal, Dallas ISD  
3 years – Coordinator, Dallas ISD  
3 years – Director, Dallas ISD  
2 years – Executive Director, Dallas ISD
- D. Interviewers                              Byron Terrier, Suzanne Heinrich, Diana Cox,  
David Yannotta, Ruth Perrin, Michael Coopersmith,  
Karen Smithson, Nova Stippel, Faith Smith-Chew,  
Debbie Anderson