



# GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**DATE, TIME, LOCATION: MONDAY, NOVEMBER 23, 2009, 6:30 PM  
REGULAR MEETING OF THE BOARD OF TRUSTEES  
ADMINISTRATION BUILDING BOARD ROOM  
4544 INTERSTATE 10, BAYTOWN, TEXAS**

## **AGENDA**

1. CALL TO ORDER/DECLARATION OF QUORUM
2. OPENING EXERCISES - Goose Creek Memorial High School 3
3. RECOGNITIONS AND ACKNOWLEDGEMENTS 4
  - A. 2009 Bluebonnet Girls State 5
  - B. 2009 American Legion Boys State 6
  - C. Natalie Whatley - Member, Chambers County Appraisal District Board of Directors 7
4. CITIZENS PARTICIPATION 9
5. APPROVAL OF MINUTES - November 9, 2009, Regular Meeting 10
6. ITEMS OF DISCUSSION/ACTION
  - A. Discussion of Goose Creek CISD Education Foundation Board of Directors 17
  - B. Consideration of Donation from T.J. Ford Foundation 27
  - C. Consideration of the Endorsement of the Establishment and Implementation of an Early College High School In Partnership with Lee College 30
  - D. Consideration of Consent Agenda
    1. Budget Amendments 31
    2. Purchase of Pearson Assessment Materials 35
    3. Interlocal Contract with Carlota G. Riojas 38
    4. Amended 2009-2010 Campus Improvement Plans 43
    5. Tax Refunds 44
  - E. Consideration of Superintendent's Reports-2005 Bond Monthly Report and GCCISD Facilities Update 46
  - F. Future Board Agenda Items, Board Training, Board Meetings 63
    1. Future Board Agenda Items
    2. Board Training
    3. Board Meetings/Workshops
  - G. Closed Meeting 64
    1. Discussion of Personnel
      - a. Resignation and Elections
      - b. Administrative Election
      - c. Superintendent's Evaluation

2.	Consultation with Attorney - Regarding Pending Litigation or a Settlement Offer on Matters or a Matter in Which the Duty of the Attorney of the Governmental Body Under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Conflicts with the Texas Open Meetings Act	
3.	Discussion of Purchase, Exchange, Lease, or Value of Real Property	
H.	Consideration of Software License Purchase Agreement with SPSS, Inc.	65
I.	Consideration of Personnel	73
1.	Elections	74
2.	Resignation	75

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 23, 2009

TO: DR. TOBY YORK

FROM: BYRON TERRIER

**SUBJECT: OPENING EXERCISES FOR NOVEMBER 23, 2009, BOARD MEETING**

The opening exercises for the November 23, 2009, Board Meeting will be given by the students of Goose Creek Memorial High School.

The pledges will be led by Jared Fontenot and Andrea Martinez.

Students will discuss how the Goose Creek Memorial Key Club has made an impact in our community. Students participating are: Tannya Singh, Lindsay Clark, and Ashley Almanza.

The students are under the direction of teacher Mrs. Sally Black and principal Mr. Al Richard.

/rn

**RECOGNITIONS  
AND  
ACKNOWLEDGEMENTS**



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

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

November 23, 2009

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

The following students have received recognition for their nomination to the 2009 session of Bluebonnet Girls State. Bluebonnet Girls State provides participants the opportunity to experience government at all levels. Females in their junior year of high school are nominated by their school faculty and then interviewed and selected by representatives of the American Legion Auxiliary.

**GOOSE CREEK MEMORIAL HIGH SCHOOL**

**Megan Adams      Amy Brewer**

**ROSS S. STERLING HIGH SCHOOL**

**Nicole Beck      Emily Hackney  
Amy Olsen      Shannon Sator**

**ROBERT E. LEE HIGH SCHOOL**

**Sherla Edmeade      Tara Kennedy  
Amie Magallon      Sarah Rosser**

The students are under the direction of American Legion Auxiliary representative and Goose Creek CISD teacher Glenda Sandifer.

/rn



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

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

November 23, 2009

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

The following students have received recognition for their nomination to the 2009 session of American Legion Boys State. American Legion Boys State provides participants the opportunity to experience government at all levels. Males in their junior year of high school are nominated by their school faculty and then interviewed and selected by representatives of the American Legion.

**GOOSE CREEK MEMORIAL HIGH SCHOOL**

**Jose Contreras Daniel Kennedy**

**ROSS S. STERLING HIGH SCHOOL**

**Julio Alanis Timothy Reilly Josh Villarreal**

**ROBERT E. LEE HIGH SCHOOL**

**Matthew Bradford William Groth David Harding**

The students are under the direction of American Legion Boys State coordinator Mr. Garland Huey.

/rn

**Natalie Whatley  
Member, Chambers County Appraisal District Board of Directors**

**At each meeting:**

Review minutes of previous meeting

Review/Approve expenditures and financials for previous month

Review any personnel issues

Review any movement in any legal proceedings

Hear any public comment

Chief Appraiser comments

Board comments

**Additional Items/Highlights from 2009 Meetings**

**March '09**

Chief Appraiser advised all ISDs were in compliance with external State audits of values

**April '09**

Reviewed 2008 external audit by Swaim, Hannagriff & Assoc. with auditors present

Began review and extensive update of CCAD Personnel Policy – potential revisions sent to attorneys for review and drafting of additional policies re: computer use and drug use/testing

Considered/Approved 2 yr. Mapping Software Contract

**May '09**

Considered/Approved Capitol Appraisal Group's Mineral & Industrial Contract – John Neely, President, Capitol Appraisal Group, Inc. present for questions

Further review of personnel policy changes as drafted by attorneys – minor changes made and final was adopted

Reviewed/Passed 2010 budget

**September '09**

Reviewed/Approved CCAD Investment Policy

Considered offering letter of extension of Depository Contract

**October '09**

Review CCAD Objectives for 2009 and 2010

**November '09**

Considered/Approved appointment to Ag Advisory Committee

Considered/Approved Resolution for Texas County & District Retirement System Plan

Completed Chief Appraiser's Evaluation

## **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

November 9, 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, November 9, 2009, in the Board Room of the Administration Building, 4544 Interstate 10, 6:31 p.m., with the following Board members present:

**PRESENT:** Mr. Agustin Loredo, 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 Jenice Coffey asked for a Moment of Silence and led the prayer.

The opening exercise was given by the students of Carver Elementary School. The pledges were led by Brayson Earnest and Alexis Ayala. The students performed the song, "Entrance of the Dragon Riders," by Teresa Jennings, on recorder, and gave a brief explanation of how the Recorder Karate Incentive Program works. Students participating were: Alexis Ayala, Kiani Coates, Adamia Coverson, Brayson Earnest, Jonathan Earnest, Victoria Jaramillo, Kayla Lindsey, Jazeel Mata, and Daniella Valverde.

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

**RECOGNITIONS**

The Board of Trustees recognized Ms. Tammy Davis, Child Care Center Director, Peter E. Hyland Learning Program. Ms. Davis was named Administrator-of-the-Year by the Texas Area Association for the Education of Young Children. The Board presented a Bell Award to Ms. Davis for achieving this honor.

**DISPOSITION OF MINUTES**

**October 26, 2009, Regular Meeting and FIRST Public Hearing**

Mr. Burg moved and Ms. Laughlin seconded the motion **THAT THE BOARD APPROVE THE OCTOBER 26, 2009, REGULAR BOARD MEETING AND FIRST PUBLIC HEARING MINUTES AS PRESENTED.** The motion passed with Mr. Loredo, Mr. Martin, Ms. Coffey, Ms. Laughlin, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

## ITEMS OF DISCUSSION

### 8083. CONSIDERATION OF DONATION FROM EXXONMOBIL

Superintendent York recognized ExxonMobil Representative Connie Tilton who was present regarding this agenda item.

Mr. Burg moved and Mr. Martin seconded the motion **THAT THE BOARD APPROVE THE DONATION OF \$26,800.00 FROM EXXONMOBIL.** The motion passed with Mr. Loredo, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

### 8084. CONSIDERATION OF CONSENT AGENDA

Ms. Laughlin moved and Ms. Coffey seconded the motion **THAT THE BOARD MOVE ITEM G, "CONSIDERATION OF CONSENT AGENDA," AS THE FIRST ITEM TO BE CONSIDERED BY THE BOARD.** The motion passed with Mr. Loredo, Mr. Martin, Ms. Coffey, Ms. Laughlin, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

Mr. Burg moved and Mr. Hoskins seconded the motion **THAT THE BOARD REMOVE ITEM G.1, "BUDGET AMENDMENTS," FROM THE CONSENT AGENDA, AND APPROVE ITEMS G.2 THROUGH G.6 OF THE CONSENT AGENDA 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.

2. **Construction Manager at Risk Method of Delivery System for the Renovations of the Security Offices Located in the Facilities Management Complex**  
The Board approved the Method of Delivery for renovations to the East Building located in the Facilities Management complex located on North Main Street in Baytown, Texas.
3. **Placement of Texas Historical Commission Marker by the Baytown Historical Preservation Association for Robert E. Lee High School**  
The Board approved the placement of the Texas Historical Commission Marker, at Robert E. Lee High School, by the Baytown Historical Preservation Association.
4. **Renewal of Competitive Sealed Proposal (CSP) #090607-32 for HVAC Parts, Supplies, and Equipment**  
The Board approved the renewal of the heating and air conditioning supplies and equipment contract with Baker Distributing Company. During the 2008-2009 school year, the District spent \$176,563.07 for HVAC supplies and equipment.
5. **Resolution Casting Ballot for Katherine Trumbull to Serve as a Member of the Board of Directors of the Harris County Appraisal District.**  
The Board adopted the resolution casting Goose Creek CISD ballot for Katherine (Toni) Trumbull to represent Goose Creek CISD as a member of the Board of Directors for the Harris County Appraisal District.
6. **Resolution Casting Ballots for Natalie Whatley and Ron Sexton to Serve as Members of the Board of Directors of the Chambers County Appraisal District**

The Board adopted the resolution casting Goose Creek CISD ballots for Natalie Whatley and Ron Sexton to represent GCCISD as members of the Board of Directors of the Chambers County Appraisal District.

Board Member Howard Sampson requested that the candidates for the Appraisal Districts visit with the Board of Trustees at the next Board meeting.

1. **Budget Amendment**

Mr. Martin moved and Ms. Laughlin seconded the motion **THAT THE BOARD APPROVE BUDGET AMENDMENT NO. 11 AS STATED IN SECTION 23.47 OF THE TEXAS EDUCATION CODE AND THIS AMENDMENT BE REFLECTED IN THE OFFICIAL MINUTES OF THE BOARD OF TRUSTEES.** The motion passed with Mr. Loreda, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

**8085. CONSIDERATION OF THE PURCHASE OF 23.93 ACRES OF REAL PROPERTY AT 2200 MARKET STREET**

Mr. Burg moved and Mr. Hoskins seconded the motion **THAT THE BOARD APPROVE THE PURCHASE OF 23.93 ACRES OF REAL PROPERTY AT 2200 MARKET STSREET FOR \$1,540,000.00.** The motion passed with Mr. Loreda, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

This property was the former Hasty Transfer site. This approval allows the District to move forward with its planned renovations of the warehouse facility at this site.

**8086. CONSIDERATION OF TEAL CONSTRUCTION COMPANY TO PERFORM RENOVATIONS AND IMPROVEMENTS TO THE HASTY WAREHOUSE AND TO THE GREEN CENTER**

Ms. Coffey moved and Mr. Martin seconded the motion **THAT THE BOARD APPROVE THE TEAL CONSTRUCTION COMPANY FOR THE RENOVATIONS AT HASTY WAREHOUSE AND GREEN CENTER AT A COST OF APPROXIMATELY \$2,440,000.00.** The motion passed with Mr. Loreda, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

The Green Center renovation will cost approximately \$297,637.00 (there is a possibility that monies for the Green Center could come from the 2005 bond). The Hasty Warehouse renovation will cost approximately \$2,142,363.00. (The Board requested a PDF file of the layout for the building.)

## CLOSED SESSION

Board President Agustin Loreda called for a Closed Session; however, after discussion, the Board agreed to delay the Closed Session until later.

### Change in Agenda

#### **8087. CONSIDERATION OF INTERLOCAL AGREEMENT WITH HARRIS COUNTY HOSPITAL DISTRICT AND GOOSE CREEK CISD FOR SCHOOL-BASED CLINIC**

Mr. Burg moved and Mr. Martin seconded the motion **THAT THE BOARD MOVE THIS ITEM (ITEM D) UNTIL AFTER CLOSED SESSION AND JUST BEFORE ITEM K, “CONSIDERATION OF PERSONNEL.”** The motion passed with Mr. Loreda, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

Mr. Martin moved and Mr. Hoskins seconded the motion **THAT THE BOARD MOVE THIS ITEM BEFORE AGENDA ITEM D, “CONSIDERATION OF INTERLOCAL AGREEMENT WITH HARRIS COUNTY HOSPITAL DISTRICT AND GOOSE CREEK CISD SCHOOL-BASED CLINIC” AND TO COME BEFORE ITEM E, “CONSIDERATION OF DISCUSSION OF PROPOSED TRAFFIC IMPROVEMENT CONSTRUCTION AT NORTH MAIN AND WALLISVILLE ROAD.”** The motion passed with Mr. Loreda, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

#### **8088. SUPERINTENDENT’S REPORTS—SAT PREP PROGRAM**

The Board received oral and written overviews from teachers Mary Rohrbacher and Camille Burt on the new National Merit Program, “Making the Grade.” The Board also received information on National Merit Awards given at various popular area universities.

#### **8089. CONSIDERATION OF DISCUSSION OF PROPOSED TRAFFIC IMPROVEMENT CONSTRUCTION AT NORTH MAIN AND WALLISVILLE ROAD**

Assistant Superintendent Byron Terrier, Executive Directors Pete Cote and David Fluker presented an update on the proposed traffic improvement at North Main St. and Wallisville Road. Mr. Terrier gave Board members a time line regarding the visits District personnel had made with Harris County personnel. The Administration stated that advanced warning signage had been added and flashing school zone signs are in operation. Superintendent York informed Board members that a December 8 tentative meeting date has been considered to discuss this problem and will include the following:

- Commissioner Garcia
- CBAC Chairperson Gilbert Santana
- City Mayor Steve Don Carlos
- City Manager Garry Brumback

- Board President Agustin Loredo
- Board Member Carl Burg
- Superintendent Toby York

**8090. CONSIDERATION OF DISCUSSION OF SENATE BILL 9 FINGERPRINTING**

Director of Personnel Susan Moore-Fontenot and Assistant Superintendent Byron Terrier presented information on the Senate Bill 9 fingerprinting.

**8091. FUTURE BOARD AGENDA ITEMS, BOARD TRAINING, BOARD MEETINGS**

Future Board Agenda Items

- High school graduation requirements
- Education Foundation Committee—consider request from Committee for two Board members to serve on Board of Directors of the Foundation
- La Porte Education Foundation Celebration in the spring (tentatively March 25)
- Master plan on the budget and the future of the District
- Workshop session on the long-range fiscal scenarios concerning state and local funding (early February)
- Workshop session on a long-range facilities master plan

Board Training

Texas Education Code, Texas A and B rooms, December 2, 6:30 p.m.

Board Meetings

Consider canceling or rescheduling the following meeting dates:

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

**CLOSED SESSION**

At approximately 8:30 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 9:47 p.m., the Board reconvened into Regular Session with President Loredó presiding. No action was taken while in Closed Session.

#### **8092. CONSIDERATION OF AN INTERLOCAL AGREEMENT WITH HARRIS COUNTY HOSPITAL DISTRICT AND GOOSE CREEK CISD FOR SCHOOL-BASED CLINIC**

Mr. Hoskins moved and Mr. Martin seconded the motion **THAT THE BOARD SUSPEND, INDEFINITELY, ITEM 6.D UNTIL THE REGULAR BOARD MEETING ON DECEMBER 14, 2009.** The motion passed with Mr. Loredó, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

#### **8093. CONSIDERATION OF PERSONNEL**

Mr. Burg moved and Ms. Coffey seconded the motion **THAT THE BOARD APPROVE THE TWO ELECTIONS AND ACCEPT THE FOUR RESIGNATIONS 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.

#### Resignations Accepted:

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; however, he has nine years outside the District.

#### Elections Approved:

1. **Jennifer Diaz**, teacher, Baytown Junior School
2. **Warren Simpson**, teacher, Gentry Junior School

#### Administrative Personnel

Mr. Burg moved and Mr. Martin seconded the motion **THAT THE BOARD APPROVE THE ELECTION OF THOMAS KELCHNER AS DIRECTOR OF SPECIAL EDUCATION AS RECOMMENDED BY THE ADMINISTRATION.** The motion passed with Mr. Loredó, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

## **ADJOURNMENT**

President of the Board Agustin Loredo adjourned the Board meeting at approximately 9:49 p.m.

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

November 23, 2009

**SUBJECT: DISCUSSION OF GOOSE CREEK CISD EDUCATION FOUNDATION BOARD OF DIRECTORS**

**RECOMMENDED ACTION:** Discussion of the Goose Creek CISD Education Foundation Board of Directors.

**RATIONALE:** Two (2) Trustee Representatives of the Goose Creek Consolidated Independent School District Board of Trustees shall hold permanent official seats as Directors with vote and shall be selected by the Board of Directors of the Corporation from among the elected members of the Board of Trustees of the Goose Creek Consolidated Independent School District. Trustee Representative's appointments shall be limited to one term.

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

**RESOURCE PERSONNEL:** Dr. Toby York  
Mr. Pete Pape  
Mrs. Kathy Clausen

**Bylaws**  
**OF**  
**GOOSE CREEK CISD EDUCATION FOUNDATION**

**ARTICLE I – NAME, PURPOSE, OFFICES**

- Section 1. **Name.** The Goose Creek CISD Education Foundation (the “Corporation”) is a nonprofit Corporation organized under the Texas Nonprofit Corporation Law (hereinafter called the “Act”). The name of the Corporation, its corporate purpose, and the terms of its existence are set forth in the Articles of Incorporation (Certificate of Formation) filed with the Secretary of State of Texas.
- Section 2. **Purpose.** The Corporation is organized and will be operated exclusively for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. The purposes of the Corporation include the receipt, management and expenditure of funds received from donations. Within the scope of the foregoing purposes and not by way of limitation thereof, the Corporation is organized for educational and charitable purposes for the benefit of the Goose Creek Consolidated Independent School District.
- Section 3. **Registered Office.** The Corporation shall maintain in the State of Texas a registered office as required by the Act and the appropriate filings with the Secretary of State and Comptroller of Public Accounts shall be maintained. The registered office shall be 4544 Interstate 10 East, Baytown, Texas 77522. The Corporation may, by resolution of the Directors, change the location of its registered office to any other place within the boundaries of the Goose Creek Consolidated Independent School District.

**ARTICLE II – BOARD OF DIRECTORS**

- Section 1. **General Powers.** The business and affairs of the Corporation shall be managed and governed by its Board of Directors, who may exercise all such powers of the Corporation and do all such lawful acts as permitted by statute or by the Articles of Incorporation or by these Bylaws.
- Section 2. **Number, Term, and Qualifications.** The number of Directors constituting the Board of Directors shall be fixed from time to time by the Board of Directors; provided, however, the number of Directors shall be no less than nine and no more than thirty-three. Initially, Directors shall be those named in the Articles of Incorporation. Thereafter, all Directors shall be appointed by majority vote of the existing directors. All appointed Directors shall hold office until the annual meeting three (3) years following his or her election and until a successor is elected, or until his or her death, resignation or removal. The Superintendent of Schools of the Goose Creek Consolidated Independent School District shall hold a permanent official seat as an ex-officio member. Two (2) Trustee Representatives of the Goose Creek Consolidated Independent School District Board of Trustees shall hold permanent official seats as Directors with vote and shall be selected by the Board of Directors

of the Corporation from among the elected members of the Board of Trustees of the Goose Creek Consolidated Independent School District. Trustee Representative's appointments shall be limited to one term. All other appointed Director terms shall be staggered with approximately one-third of the appointed Director positions to expire each year. Initially, terms for Directors will be determined through a lottery system. Directors may be re-elected to successive terms.

- Section 3. **Members.** The Corporation shall have no members or shareholders. All Corporate actions shall be approved by the Board of Directors as provided in these Bylaws.
- Section 4. **Compensation.** The Board of Directors may not compensate Directors for their services as Directors. The Corporation may, by vote of the Board of Directors, reimburse Directors for actual expenses incurred related to legitimate Corporation business, including travel. The Corporation may also pay Directors for actual services rendered to the Corporation in the Director's usual occupation (ie, a Director may be paid for legal or accounting services actually rendered to the Corporation) if said Director is retained by vote of the Board of Directors. The Corporation may also pay to Directors a per diem rate in accordance with applicable provisions of the Internal Revenue Code and Internal Revenue Regulations for Directors when such Directors are traveling on Corporation business.
- Section 5. **Election of Officers and Directors.** Directors shall be elected by the vote of the Directors in office, and those persons who receive the highest number of votes at a meeting at which a quorum is present shall be deemed to have been elected. The Nominating Committee shall provide each Director with a list of recommended Officers and Directors prior to the annual meeting as provided for in Article V, Section 1 hereof. The slate of proposed Officers and Directors shall be presented for vote at the annual meeting. A vote of the Board of Directors shall be required to elect Officers and Directors, except as otherwise provided herein.
- Section 6. **Quorum.** A majority of the Directors of the Corporation shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Directors present by telephone or other electronic means may count toward the quorum. Each Director shall have one vote. The act of the majority of Directors present in person, by telephone, or by electronic transmission at which a quorum is present shall be deemed to be the act of the Board of Directors.
- Section 7. **Proxies.** Proxies shall not be allowed.
- Section 8. **Removal.** Any Director may be removed at any time with or without cause by the vote of a majority of the Directors present at a regular or special meeting at which quorum is present.
- Section 9. **Resignation.** Any Director may resign at any time by giving written notice of resignation to the Board of Directors, to the President, or to the Secretary of the Corporation. Any such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- Section 10. **Vacancies.** Any Director vacancy occurring may be filled by the affirmative vote of

a majority of the remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

### ARTICLE III - MEETINGS OF DIRECTORS

- Section 1. **Annual and Regular Meetings.** An annual meeting of the Board of Directors shall be held at such place and time as the Board of Directors may designate. Election of Officers and Directors as well as other usual business shall be considered. In addition, regular meetings shall be conducted as determined by the Board of Directors, but no less than six (6) times per year. All meetings shall be held within the boundaries of the Goose Creek Consolidated Independent School District, unless another location is approved by vote of the Board of Directors.
- Section 2. **Special Meetings.** Special meetings of the Board of Directors may be called by request of the President or any three (3) Directors.
- Section 3. **Notice of Meetings.** Whenever, under the provision of the statute or the Articles of Incorporation or these Bylaws, notice is required to be given to any Director and no provision is made as to how such notice shall be given; it shall not be construed to require personal notice; but any such notice may be given in writing by mail, postage prepaid, or by electronic transmission, or by facsimile transmission addressed to such Director at his or her address as it appears on the records of the Corporation. Any notice required or permitted to be given by mail shall be deemed to be delivered at the time when deposited in the United States mail in a sealed envelope; addressed with postage thereon prepaid. Such notice need not specify the purpose for which the meeting is called.
- Section 4. **Attendance.** Meeting attendance is required for Directors. In the event a Director misses three (3) or more consecutive meetings, or 50 (fifty) percent of the meetings in a calendar year, the Board of Directors may, if deemed appropriate, ask for the resignation of that Director. However, it shall also be the policy of the Corporation to attempt to accommodate the schedules of its Directors who demonstrate continuing interest in the affairs of the Corporation. In the event that a Director fails to attend six consecutive meetings, said Director may be removed by majority vote of the remaining Directors present at a meeting of the Board of Directors at which a quorum is present.
- Section 5. **Action of Board by Consent.** Any action required by the Act to be taken at a meeting of the Directors of the Corporation or any action that may be taken at a meeting of the Directors may be taken without a meeting if consent in writing, setting forth the action to be taken, is signed by a majority number of required Directors necessary to pass such action at a meeting of the Board of Directors as if all Directors were in attendance.

### ARTICLE IV – OFFICERS

- Section 1. **Officers of the Corporation.** The officers of the Corporation shall consist of a President, Vice President of Development, Vice President of Programs, Vice President of Finance/Governance, Vice President of Events/Marketing, Secretary, Superintendent of Schools and other officers as the Board of Directors may from

time to time elect. Any two or more offices may be held by the same person, except that of the President and the Secretary, but no officer may act in more than once capacity where action of two or more officers is required. All officers must be Directors of the Corporation.

- Section 2. **Election and Term.** The officers of the Corporation shall be elected annually by the Board of Directors and each officer shall hold office for one (1) year or until a successor shall be qualified and elected. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term. Officers may be re-elected to their position.
- Section 3. **Removal.** Any officer or agent elected or appointed by the Board of Directors may be removed by the Board whenever in its judgment the best interests of the Corporation will be served thereby; but such removal shall be without prejudice to the contract rights, if any, of the person so removed.
- Section 4. **President.** There shall be a President of the Corporation, elected by the Board of Directors. The President shall serve as the chief executive officer for the Corporation, subject to the direction and supervision of the Board of Directors, and shall have general charge of the business affairs of the Corporation. The President shall, when present, preside at meetings of the Board of Directors and in general perform all duties and have all powers incidental to the office of the President, and shall perform such other duties and have such other powers as from time to time may be assigned. The President shall sign, with the Secretary, or any other proper officer of the Corporation thereunto authorized by the Board of Directors, contracts, or other instruments that the Board of Directors has authorized to be executed, unless the Board of Directors has authorized otherwise. In the absence of a President, the President-elect shall preside at all meetings of the Board of Directors and perform such other duties as may be directed by the Board of Directors.
- Section 6. **Vice President of Development.** The Vice President of Development shall chair the Development Committee and be charged with oversight of fundraising and campaign development. The Vice President of Development shall perform other duties and have such other powers as from time to time may be assigned by these Bylaws or by the Board or by the President. At the request of the President or in the event of the absence of the President, the Vice President of Development, unless otherwise determined by the Board of Directors, shall perform the duties of the President and preside at meetings of the Board of Directors and when so acting shall have all the powers and be subject to all the restrictions upon the President.
- Section 7. **Vice President of Programs.** The Vice President of Programs shall chair the Program Committee and be charged with oversight of program identification and implementation. The Vice President of Programs shall perform such other duties and have such other powers as from time to time may be assigned by these Bylaws

or by the Board or by the President.

- Section 8. **Secretary.** The Secretary of the Corporation shall (a) keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation (if applicable) and see that the seal of the Corporation is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized (if applicable); and (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.
- Section 9. **Vice President of Finance/Governance.** The Vice President of Finance/Governance shall chair the Finance and Governance Committee and shall: (a) have charge and oversight of compliance to the Bylaws and other Corporate documents; (b) have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such depositories as shall be selected; and (c) in general perform all of the duties incident to the office of Treasurer such as tax compliance, annual reporting, audit oversight and such other duties as from time to time may be assigned by the President or by the Board of Directors, by these Bylaws, or as required by the Act or other applicable law.
- Section 10. **Vice President of Events/Marketing.** The Vice President of Events/Marketing shall chair the Events and Marketing Committee and shall (a) disseminate to the public information concerning the activities, goals, growth and programs of the Corporation through publishing in the local media and other publications; and (b) coordinate event activities of the Corporation by collaborating with other committees of the Corporation or individuals.
- Section 11. **Superintendent of Schools.** The Superintendent of Schools shall serve as a member of the officers of the Corporation. The Superintendent shall serve to provide information to the Board of Directors regarding the District's vision and priorities and recommend projects and programs to the Board of Directors that need support.
- Section 12. **Other Officers.** The Corporation may have such other officers and agents as may be deemed necessary by the Board of Directors, who shall be appointed in such manner, have such duties and hold their offices for such terms as may be determined by resolution of the Board of Directors.

## ARTICLE V – COMMITTEES

- Section 1. **Standing and Special Committees.** The Board of Directors or President may establish one or more Ad Hoc committees, appoint committee chairs and members, and determine the purpose and authority thereof. Standing Committees shall be the Executive Committee and the Nominating Committee. Members of these two standing committees must be Directors of the Corporation with the composition for each detailed below. Additional standing committees include the Development

Committee, the Program Committee, the Events/Marketing Committee and the Finance/Governance Committee. Committee Chairs for the additional standing committees are detailed in Article IV, Sections 4-10 and must be Directors of the Corporation. Members of additional standing committees and Ad Hoc Committees do not need to be Directors.

The Executive Committee shall be charged with the duties of managing the Corporation in the ordinary course of business, the general handling of the affairs of the Corporation, and the carrying out of the purposes of such other duties as may be imposed upon it or authorized by the Board of Directors when not in session. The Executive Committee shall consist of the Officers of the Corporation, the Superintendent of Schools, and one (1) Director at large. The Director at Large on the Executive Committee shall be determined by a majority vote of the Board of Directors present at a meeting where a quorum is present.

The Nominating Committee shall be charged with providing nominations to the Board of Directors for elective offices and for vacancies in the Board of Directors. Such nominations shall not preclude the right of additional nominations being made at any meeting of the Board of Directors where an election of an officer or a Director is being considered. The Nominating Committee shall be composed of the Secretary, Superintendent of Schools, and at least three (3) Directors who shall be appointed by the President.

- Section 2. **Terms and Meeting.** Committee members shall serve one (1) year and may be re-elected. The President of ad hoc committees is to be appointed by the President. The President may call meetings of the committee as deemed appropriate.

## ARTICLE VI – FIDUCIARY RESPONSIBILITY

- Section 1. **Fiduciary Responsibility.** It shall be the policy of this Corporation that the Board of Directors shall assume and discharge fiduciary responsibility with respect to all funds and other assets held or administered by this Corporation.
- Section 2. **Contracts.** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.
- Section 3. **Loans.** No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.
- Section 4. **Checks and Drafts.** All checks, drafts, or other orders for the payment of moneys, issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such resolution, such instruments shall be signed by the Vice President of Finance and countersigned by the President.
- Section 5. **Deposits.** All funds of the Corporation shall be deposited to the credit of the

Corporation in such depositories as the Board of Directors may select.

- Section 6. **Gifts.** Gifts, devises and bequests may be made to the Corporation by naming or otherwise identifying the Corporation as the recipient and by a majority vote of the Board of Directors to receive said gifts, devises and bequests. Each contributor by making a gift, devise or bequest to the Corporation accepts and agrees to all terms of its Articles of Incorporation and these Bylaws. Gifts may be merged by the Corporation with any other gift(s) and used as a single fund, or if the Board of Directors deems best, a gift(s) may be designated and retain its (their) identity in a separate fund(s).
- Section 7. **Distributions.** Distributions shall fund programs and projects that are aligned with the mission, strategic plan and educational philosophy of the Goose Creek Consolidated Independent School District. It shall be the policy of this Corporation to make distributions annually for one or more of the educational purposes for which it is organized, including administrative expenses and amounts paid to acquire an asset in an amount determined by the Board of Directors. Distribution of funds shall be made without discrimination of the age, sex, color, religious affiliation, disability or national origin of the individuals or programs to be benefited thereby.
- Section 8. **No Self-Dealing.** It shall be the policy of this Corporation not to engage in any act which would constitute "self-dealing" as defined in Section 4941(d) of the Internal Revenue Code of 1986, as now enacted or as hereafter amended.

## ARTICLE VII - GENERAL PROVISIONS

- Section 1. **Indemnification and Insurance.** A Director's liability shall be limited to the full extent provided for in the Act. Any person who at any time serves or has served as a Director, officer, employee or agent of the Corporation, or in such capacity at the request of the Corporation for any other Corporation, partnership, joint venture, trust, other enterprise, shall have a right to be indemnified by the Corporation to the fullest extent permitted by law against (a) reasonable expenses, including attorneys' fees, court costs, expert witnesses, and other reasonable expenses, actually and necessarily incurred in connection with any threatened pending or completed action, suit, or proceedings, whether civil, criminal, administrative, or investigative, and whether or not brought by or on behalf of the Corporation, seeking to hold the Director liable by reason of the fact that he or she was acting in such capacity, and (b) reasonable payments made by him or her in satisfaction of any judgment, money decree, fine, penalty or settlement for which may have become liable in any such action, suit, or proceeding.

The Board of Directors of the Corporation shall take all such action as may be necessary and appropriate to authorize the Corporation to pay the indemnification required by these Bylaws, including without limitation, to the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due.

Any person who at any time after the adoption of these Bylaws serves or has

served in any of the aforesaid capacities for or on behalf of the Corporation shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive or any other rights to which such person may be entitled apart from the provision of these Bylaws.

In addition to the foregoing, the Board of Directors shall purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise against any liability asserted against the Director and incurred by him or her in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him or her against such liability.

- Section 2. **Fiscal Year.** The fiscal year of the Corporation shall be **September 1 to August 31**.
- Section 3. **Corporate Seal.** The Corporation may have a corporate seal of a design and form to be determined by the Board of Directors, but such a seal is not required.
- Section 4. **Books and Records.** The Corporation shall keep correct and complete books and records proceedings of the Board of Directors, which shall include minutes, financial statements, corporate documents and other items as deemed necessary in officiating the business of the Corporation. The books, records and papers of the Corporation shall be at all times, during reasonable business hours, subject to inspection by any Director. The Articles of Incorporation and the Bylaws of the Corporation, as amended, shall be available for inspection at the principal office of the Corporation.
- Section 5. **Audit and Annual Report.** The records and books of account of this Corporation are to be audited at least once in each fiscal year in such a manner as may be deemed necessary or appropriate by the Board of Directors. No later than six (6) months after the close of each fiscal year of this Corporation, the Board of Directors shall prepare an annual accounting of the Corporation's financial statements for its immediately preceding fiscal year. The Corporation Vice President of Finance/Governance shall be responsible for preparing and timely filing all necessary accounting reports required by the Internal Revenue Service to obtain and maintain the Corporation's tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.
- Section 6. **Dissolution.** In the event that the Corporation is dissolved, the Board of Directors shall, after paying or making provisions for the payment of all liabilities of the Corporation, transfer the assets of the Corporation to the Goose Creek Consolidated Independent School District.
- Section 7. **Conflict of Interest.** The Corporation's affirmative policy shall be to require that all actual or potential conflicts be discussed promptly and disclosed fully to the Board of Directors and all other necessary parties. Any Director having a conflict on any

matter shall neither participate in the deliberation nor vote on any such matter. The Board of Directors may from time to time, establish such rules and regulations in furtherance of this policy, as deemed appropriate.

- Section 8. **Governing Law.** The Bylaws of the Corporation shall be governed by and construed in accordance with the laws of the State of Texas.
- Section 9. **Diversification.** Goose Creek CISD Education Foundation strives to reflect and embrace racial, religious and gender diversification within all levels of its governing body, staffing, grant recipient allocation and selection process including vendor selections and corporate sponsors.
- Section 10. **Amendments.** Except as otherwise provided herein, these Bylaws or the Corporation's Articles of Incorporation may be amended or repealed and new Bylaws (or amended Articles of Incorporation) may be adopted by the affirmative vote of two thirds of the Directors then holding office at any regular or special meeting of the Board of Directors at which a quorum is present, provided that at least ten (10) days written notice is given of intention to alter, amend, repeal or adopt new Bylaws (or Articles of Incorporation) at such meeting.

The undersigned certifies that he/she is the Secretary of the Goose Creek CISD Education Foundation and that the foregoing Bylaws of the Corporation were duly adopted, at the duly called meeting of the Corporation held on the September 29, 2009.

**SCHOOL BOARD AGENDA ITEM SUMMARY**

November 23, 2009

**SUBJECT: CONSIDERATION OF DONATION FROM T.J. FORD  
FOUNDATION**

**RECOMMENDED ACTION:** Accept donation of the history of schools in  
GCCISD as presented by the T.J. Ford Foundation.

**RATIONALE:** Histories of each GCCISD school and the biographies of the  
individuals or communities that they are named for will be on the  
school district website.

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

**RESOURCE PERSONEL:** Dr. Toby York  
Mrs. Kathy Clausen

*T. J. Ford Foundation*  
**In conjunction with Mothers Making A Difference,  
A subsidiary of National Basketball Association Moms**

**DRAFT COPY**

October 22, 2009

Dr. Toby York  
Superintendent  
Goose Creek Consolidated Independent School District  
4544 Interstate 10 East  
Baytown, Texas 77522

Dear Dr. York,

We met with you on Friday, September 11, 2009, to discuss our thoughts and ideas on the history of the schools in Goose Creek Consolidated Independent School District.

Did you know that GCCISD used to have a school named Sam Houston, the first President of the Republic of Texas? Or that one of its earliest schools, the Wooster School, built in the late 1800s is still standing? Did you know that there once was a Baytown Elementary School?

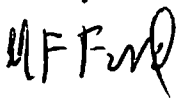
If you have ever wondered how a particular GCCISD campus got its name, then you will enjoy having the histories of each school and the biographies of the individuals or communities that they are named for on the school district website.

We have all of the information on each school ready to hand over to your web master. Please see the attached example of Ashbel Smith Elementary School history and the biography of Dr. Ashbel Smith, the person that it was named for.

Please consider it as our gift to the district. We would like to be on the agenda for the October 26, 2009 GCCISD School Board meeting to make the presentation to the district.

Sincerely yours,

Mary Ford




Reggie Browne



Ray Wilson



Warren Singleton



# HISTORY OF ASHBEL SMITH ELEMENTARY SCHOOL

403 E. James Street

Ashbel Smith Elementary School was built in 1927. The school was named for Dr. Ashbel Smith. It was first located at 603 N. Ashbel Street. After the communities of Goose Creek, Pelly and Baytown consolidated in 1948, the address was changed to 403 E. James Street.

Dr. Ashbel Smith was named President of the newly-established University of Texas Board of Regents in 1881. He also helped to establish the U T medical branch in Galveston. Ashbel Smith Elementary was moved to the West Town Complex in 1990-91, because of an asbestos problem. Fifteen different United States presidents have served in the White House since it first opened. A new school was built on the first location in 1996.

## Renovations

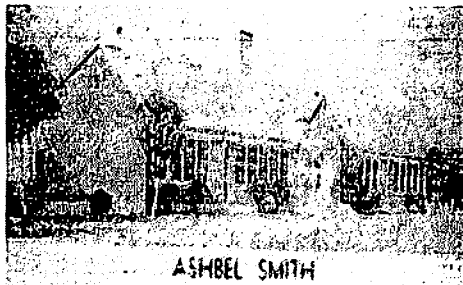
- 1941 -
- 1949 -
- 1963 -
- 1967 -

## Notable and Famous Alumni

XXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXX



Dr. Ashbel Smith, 1805-1886



Ashbel Smith Elementary School, 1948



Ashbel Smith Elementary School, 2009

## ASHBEL SMITH

Dr. Ashbel Smith (August 13, 1805-January 21, 1886) was a physician diplomat and official of the Republic of Texas. He was born in Hartford, Connecticut. He graduated from Yale University at age 19 and then graduated from Yale medical school in 1828. Smith moved to Texas in 1837 and quickly became friends with Republic of Texas President Sam Houston. Sam Houston appointed him as the Surgeon General of the Republic of Texas Army. In 1839, he purchased land and built his plantation, Evergreen, in what is now Baytown, Texas. In Houston's second term (1841-1844), Dr. Smith was named Plenipotentiary Minister (Ambassador) to the Great Britain, Ireland and France.

Texas President Anson Jones appointed him Secretary of State in 1845. Smith served as a surgeon in the Mexican-American War (1846-48). He also worked at the U. S. Military Academy in 1848. In the early 1850s, he worked with Gail Borden to develop a dried beef biscuit. In 1855, he was elected to the Texas House of Representatives. Smith served as a captain in the Confederate Army and was designated as a commissioner to negotiate peace terms for Texas with Union officials in New Orleans.

The Texas Historical Society was organized in 1870 with Smith as its president. He led the drive for public education for blacks and women. Governor Richard Coke appointed him as a commissioner, which led to the establishment of Prairie View A & M University in 1878.

Smith was again elected to a two-year term to the Texas House of Representatives in 1878 and his main goal was to establish a public university with a medical school. He was named President of the newly-established University of Texas Board of Regents in 1881. He also helped to establish the U T medical branch in Galveston. He never married and died on January 21, 1886, at his Evergreen Plantation in Baytown, Texas. He is buried in the Texas State Cemetery in Austin, Texas.

**SCHOOL BOARD AGENDA ITEM SUMMARY**

November 23, 2009

**SUBJECT: CONSIDERATION OF THE ENDORSEMENT OF THE ESTABLISHMENT AND IMPLEMENTATION OF AN EARLY COLLEGE HIGH SCHOOL IN PARTNERSHIP WITH LEE COLLEGE**

**RECOMMENDED ACTION:** Endorsement of the establishment and implementation of an Early College High School in partnership with Lee College.

**RATIONALE:** Early College High Schools are small, non-traditional high schools that allow students who are least likely to attend college an opportunity to earn a high school diploma and two years of college credit at no cost to the students.

**BUDGET PROVISIONS/ACTION REQUIRED:** None

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

**SCHOOL BOARD AGENDA ITEM SUMMARY**

November 23, 2009

**SUBJECT: CONSIDERATION OF BUDGET AMENDMENTS**

**RECOMMENDED ACTION:** Approve Amendments No. 12 and 13 as stated in Section 23.47 of the Texas Education Code and reflect the amendments in the official minutes of the Board of Trustees.

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

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

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

**Goose Creek Consolidated Independent School District  
 Estimated Total General Fund Balance  
 As of November 23, 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>
<b>Adjusted Unaudited Unreserved General Fund Balance as of September 1, 2009</b>	<b><u>58,000,000</u></b>
<b><u>Fund Balance Budget Amendments</u></b>	
09/14/09 #1 Building Improvements - MOTS Parking	(490,573)
09/14/09 #2 Security Deposit and Rent for New Warehouse Facility	(105,000)
09/14/09 #4 West Town/Pumphrey Relocation	(1,780,578)
09/28/09 #5 Demolition of Lindberg Warehouse	(200,000)
10/26/09 #6 School-Based Clinic Installation	(121,200)
10/26/09 #7 Construction Activities Due To West Town Closing	(6,742,694)
11/09/09 #11 Land Acquisition - Former Hasty Storage Facility	(1,540,000)
<b>Total Change in Fund Balance</b>	<b><u>(\$10,980,045)</u></b>
<b>Current Estimated General Fund Balance</b>	<b><u>\$47,019,955</u></b>

BUDGET AMENDMENT

Amendment No. 12  
General Fund  
Fund No. 199  
Local Maintenance Fund

APPROPRIATIONS (DECREASE)

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-00-5749-00-000-0-99-000	Other Local Revenue - Donation	<u>\$ -</u>	<u>\$ 1,000</u>	<u>\$ 1,000</u>

APPROPRIATIONS INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-12-6396-00-108-0-99-000	Instructional Resources Technology	<u>\$ -</u>	<u>\$ 1,000</u>	<u>\$ 1,000</u>

This amendment to increase estimated revenue and appropriations in the General Fund is requested by Judy Duncan, Principal at Highlands Elementary, to incorporate into the district's books and records a donation from ExxonMobil. Funds will be used to purchase a laptop for the library.

Pete Pope for Judy Duncan  
Signature

BUDGET AMENDMENT

Amendment No. 13  
Capital Projects and Debt Service  
Fund Nos. 617, 621 and 516  
Capital Project Funds and Debt Service Fund

OPERATING TRANSFERS OUT INCREASE

Operating Transfer Out:

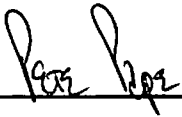
BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
617-00-8911-00-000-0-99-000	Operating Transfer Out - Capital Projects Fund	\$ -	\$ 3,545	\$ 3,545
621-00-8911-00-000-0-99-000	Operating Transfer Out - Capital Projects Fund	-	107,238	107,238
		<u>\$ -</u>	<u>\$ 110,783</u>	<u>\$110,783</u>

OPERATING TRANSFERS IN INCREASE

Operating Transfer In:

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
516-00-7915-00-000-0-99-000	Operating Transfer In - Debt Service Fund	\$ -	\$ 110,783	\$110,783

This amendment to increase estimated operating transfers out for the Capital Projects Fund and operating transfers in for the Debt Service Fund is requested by Pete Pape, Chief Financial Officer. This budget amendment sets up the necessary transfer in/out accounts from the Capital Projects Fund and Debt Service Fund to close out the 1994 and 1999 remaining bond balances.



Signature

**SCHOOL BOARD AGENDA ITEM SUMMARY**

November 23, 2009

**SUBJECT: CONSIDERATION OF PURCHASE OF PEARSON ASSESSMENT MATERIALS**

**RECOMMENDED ACTION:** Approve the Purchase of Pearson Assessment Materials.

**RATIONALE:** To provide assessment materials for the Special Education Department diagnosticians to test students. Cost for materials is \$38,967.01.

**BUDGET PROVISIONS/ACTION REQUIRED:** Federal "ARRA" Stimulus Funds

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

Date: 11/12/2009  
 Time: 08:24:54 AM

## Purchase Requisition

**Institution: GOOSE CREEK CISD Fiscal Year: 2010**

**REQUISITION INFORMATION**

**Requested By:** SUSAN MCQUEEN  
**Req. No.:** 823167  
**PO No.:**  
**Status:** Return  
**Description:** ASESSMENT MATERIALS  
**Req. Date:** 11/11/2009  
**Date Needed:** 12/11/2009  
**Ship To:** CENTRAL RECEIVING  
**Campus/Bldg JRoom:** 116-  
**Marked For** TRICIA TIMES  
**PO Dispatch Method:** Print / Mail  
**BID No.:** 159783  
**Ref. No.:**

**VENDOR INFORMATION**

**Vendor ID:** 93533  
**Attention To:**  
**Name:** PEARSON ASSESSMENTS  
**Address:** P O BOX 599700  
**City:** SAN ANTONIO  
**State:** Texas  
**Country:** UNITED STATES  
**ZIP:** 78259-9700  
**Phone No.:** (800)211-8378  
**Fax No.:** (800)232-1223  
**Email:**

**Ext:**

**GROUP NO.: 1**

Account No.	Description	Amount
283-31-6339-00-877-0-23-000	SUPPLIES	38,967.01

Qty.	UOM	PCode	Description	Unit Cost	Ext Cost
1.0000	EA		31039 VINELAND II TEACHER FORM ASST.	267.0000	267.00
2.0000	EA		31031 VINELAND II TEACH RTG FORM MAN	85.5000	171.00
1.0000	EA		32200 KTEA-II COMB FORM A & B KIT	632.0000	632.00
1.0000	EA		32210 KTEA II COMP FORM A KIT	351.5000	351.50
1.0000	EA		32247 KTEA II TRAINING VIDEO (DVD)	132.0000	132.00
1.0000	EA		30004A BASC-2 TRAINING VIDEO - DVD	133.0000	133.00
5.0000	EA		31231 KEYMATH 3 DA FORM A KIT W ASSIST	540.0000	2,700.00
1.0000	EA		31236 KEYMATH3 DA FORM B KIT W ASSIST	540.0000	540.00
3.0000	EA		11445 GORT-4 GRAY ORAL RDNG TEST	245.0000	735.00
2.0000	EA		19130 TORC-4 COMPLETE KIT	239.0000	478.00
1.0000	EA		0154661740 PAL-II READ/WRITE RECORD FORM	3.1600	3.16
1.0000	EA		0154661759 PAL-II READ/WRITE RESP BOOKLET	2.9600	2.96
3.0000	EA		0158661710 PAL-II READING/WRITING KIT	468.0000	1,404.00
3.0000	EA		0970333714 NEUROPSYCHOLOGY OF WRITTN LANG	40.0000	120.00
3.0000	EA		0970333706 NEUROPSYCHOLOGY OF READING	35.0000	105.00
3.0000	EA		0970333722 NEUROPSYCHOLOGY OF MATH	51.9500	155.85
2.0000	EA		9780470225202 ESSENTIALS OF DAS-II ASSESSMENT	46.9500	93.90
2.0000	EA		0158234324 NEPSY-II SA-CD	210.0000	420.00
1.0000	EA		0158234278 NEPSY-II KIT	899.0000	899.00
1.0000	EA		0158895800 WMS-IV BASIC KIT	675.0000	675.00
1.0000	EA		0158038142 CMS SCORING ASST CD	219.0000	219.00
1.0000	EA		0158038002 CHILDRENS MEMORY SCALE COMP KIT	560.0000	560.00
3.0000	EA		0158659430 PLS-4 RECORD FORMS ENG -15	53.0000	159.00
2.0000	EA		0158659503 PLS-4 RECORD FORMS SPAN -15	53.0000	106.00
2.0000	EA		0154038334 CELF-4 SP LVL 3 RF	2.6400	5.28
2.0000	EA		0154038342 CELF-4 SP LVL 2 RF	2.6400	5.28
2.0000	EA		015803760X CELF-4 REC FORMS AGES 5-8-25	66.0000	132.00

APECSNet

1.0000 EA	19135 TORC-4 STUDENT QUESTION BKLET	75.0000	7500
1.0000 EA	19136 TORC-4 STUDENT ANSWER BOOKLET	52.0000	52.00
3.0000 EA	21000A KABC-II COMPLETE KIT 0158989414	850.0000	2,550.00
1.0000 EA	WPPSI-III BLOCK DESIGN SET 30034 KASC-2	79.0000	79.00
4.0000 EA	PRS-C CE ENG (25)	28.8500	115.40
2.0000 EA	30038 BASC-2 SRP-A CE ENG (25)	28.8500	57.70
6.0000 EA	30031 BASC-2 TRS-C ENG (25)	28.8500	173.10
4.0000 EA	30032 BASC-2 TRS-A CE ENG (25) 0158984188	28.8500	115.40
1.0000 EA	D-KEFS SA-CD 0158091108 D-KEFS BASIC KIT	249.0000	249.00
1.0000 EA	0158044797 CDI QUIKSCORE FORM PKG-25	615.0000	615.00
2.0000 EA	30081 BASC-2 ASSIST PLUS WIN/MAC	59.0000	118.00
1.0000 EA	018984609 WIAT-III BASIC KIT WITH SA	530.0000	530.00
10.0000 EA	0158979354 WISC-IV SFTKT+WISC-IV WRTR	625.0000	6,250.00
2.0000 EA	0158002792 WISC-IV CLIN USE AND INTERP	1379.0000	2,758.00
5.0000 EA	0158339274 WISC-IV ADV CLIN INTERP	74.0000	370.00
5.0000 EA	9780123736260 WISC-IV CLIN ASSMNT/INTERP 2 ED	59.0000	295.00
5.0000 EA	0158979443 WISC-IV TRAINING CD	59.9500	299.75
1.0000 EA	0158979079 WISC-IV RECORD FORMS 25	69.0000	69.00
4.0000 EA	0158980824 WAIS-IV SOFT CASE KIT	112.0000	448.00
4.0000 EA	0158980948 WAIS-IV SA	1139.0000	4,556.00
4.0000 EA	0158659708 PLS-4 SCREENER KIT	235.0000	940.00
14.0000 EA	015803841X CELF-4 SPANISH KIT	139.0000	1,946.00
1.0000 EA	0158045945 CELF PRESCHOOL-2 COMPLETE KIT	495.0000	495.00
2.0000 EA	30791 PPVD^J EVT-2 COMB KIT (FORM A)	345.0000	690.00
1.0000 EA	0158036727 CELF-PRESCHOOL-2 SPANISH KIT	4050000	405.00
1.0000 EA	30065 BASC-2 SDH HAND SCORE ENG (25)	379.0000	379.00
2.0000 EA	SHIPPING AND HANDLING	44.5000	89.00
1.0000	0158978846 WISC-IV IV SPANISH BASIC KIT	1498.7300	1,498.73
1.0000 EA	0158979109 WISC-IV SA-CD	989.0000	989.00
1.0000 ea		235.0000	235.00

Discount: 0.00

Shipping: 0.00

**Tax: 0.00**

**Group Total: 38.967.01**

**RAND TOTAL: 38.967.01**

NOTES

**Notes (internal):** SOLE SOURCE LETTER AND PRELIMINARY PROPOSAL/PROFORMA INVOICE WILL BE ATTACHED.  
**Notes to Vendor:** IF YOU HAVE ANY QUESTIONS CONCERNING THIS ORDER, PLEASE CALL KAY MCQUEEN 281-425-3024

CENTRAL RECEIVING  
 4026 DECKER DRIVE  
 BAYTOWNTX 77521

**SCHOOL BOARD AGENDA ITEM SUMMARY**

November 23, 2009

**SUBJECT: CONSIDERATION OF INTERLOCAL CONTRACT WITH CARLOTA G. RIOJAS**

**RECOMMENDED ACTION:** Approve compensation for services rendered in an amount not to exceed \$26,775.00 between November 09, 2009, and June 04, 2010.

**RATIONALE:** To pay for services to provide speech therapy services for the district.

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

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

**CONTRACT BETWEEN THE  
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
SPECIAL EDUCATION DEPARTMENT  
AND  
CARLOTA G. RIOJAS**

**I.  
Term**

This Agreement shall be for the period beginning **November 9, 2009** and ending **June 04, 2010**.

**II.**

Carlota G. Riojas (“Vendor”) agrees to provide:

Speech language evaluations and consultations, speech therapy services, supervision of SLP-Assistants, Response to Intervention, staff development, ARD preparation and management, and other services to support the speech therapy program and speech pathologists and speech assistants in Goose Creek CISD for identified students and also agrees to provide the GCCISD Special Education Department with documentation, certification, resume, and/or other information verifying **Carlota G. Riojas** is qualified to provide those services listed above for **Goose Creek Consolidated Independent School District (“buyer”)** at the rate of \$315.00 per day for a maximum of 85 days. The total contract amount not to exceed **\$26,775.00** for services rendered between **November 9, 2009** and **June 04, 2010**.

In the event the regular professional is absent, Vendor will seek to provide a substitute professional to provide the services contracted for.

Vendor will bill for extra-duty work, such as faculty meetings, as approved by Buyer.

**III.  
Indemnity**

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

**IV.  
Relationship**

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

**V.  
Termination**

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

**VI.  
Authorization**

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

**VII.  
Notice**

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

CARLOTA G. RIOJAS  
17419 Rolling Creek Dr.  
Houston, Texas 77090

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

**VIII.  
Governing Law**

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

**IX.  
Confidentiality**

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

**X.  
Entire Agreement**

This Agreement and all exhibits or memorandum attached hereto represent the entire and exclusive agreement between the parties thereto and replace in their entirety any previous agreement, written or oral.

**XI.  
Severability**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XII.  
Venue**

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Harris County, Texas.

**XIII.  
Amendment**

This Agreement may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Agreement.

**XIV.  
Assignment**

Neither this Agreement nor any duties or obligations under it shall be assignable by Vendor without the prior written acknowledgment and authorization of Buyer.

Copies of this Contract shall be given to:

CARLOTA G. RIOJAS  
17419 ROLLING CREEK DR.  
HOUSTON, TEXAS 77090

Special Education Department  
ATTENTION: Director  
GCCISD Special Education Department  
3930 Decker Drive  
Baytown, Texas 77522

281-841-9793 (cell)  
carlariojas@sbcglobal.net(email)

281- 420-4520

This Contract shall commence on November 9, 2009, and end on or before June 4, 2010. Payments will be made monthly up to and including 30 days from the date of the invoice.

---

CARLOTA G. RIOJAS

---

Toby York, Ph.D.  
Superintendent of Schools

---

Date

---

Date

---

Social Security # or ID#

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

November 23, 2009

**SUBJECT: CONSIDERATION OF APPROVAL OF AMENDED 2009-2010  
CAMPUS IMPROVEMENT PLANS**

**RECOMMENDED ACTION:** Approve the 2009-2010 Campus Improvement Plans which have been amended to correlate to current 2009-2010 Board Goals.

**RATIONALE:** The Campus Improvement Plans have been amended by each campus to identify correlations to the current 2009-2010 GCCISD Board Goals. These correlations are reflected in the header of the Action Plan documents for each campus goal. There are no substantial changes to these plans since they were approved by the Board of Trustees earlier this school year. The amended 2009-2010 Campus Improvement Plans are available upon request.

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

**RESOURCE PERSONNEL:** Dr. Toby York  
Mr. Rick Kirk  
Mrs. Diana Cox  
Ms. Suzanne Heinrich

**SCHOOL BOARD AGENDA ITEM SUMMARY**  
**November 23, 2009**

**SUBJECT: CONSIDERATION OF TAX REFUNDS**

**RECOMMENDED ACTION:** Approve tax refunds in accordance with section 31.11 of the State Property Code with provision that no taxes are owed by the referenced parties on any account.

**RATIONALE:** The Property Tax Code requires the governing body of a political subdivision to approve all refunds over \$ 2,500.00 made under Section 31.11 of Tax Code.

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

**RESOURCE PERSONNEL:** Toby York  
Charlene Piggott

dvh

**SECTION 31.11 REFUNDS**

**November 23, 2009**

<i>Name</i>	<i>Account#</i>	<i>Reason</i>	<i>Amount_</i>
<i>Coca Cola Enterprises</i>	<i>0886501</i>	<i>Overpayment</i>	<i>\$7,316.71</i>
<i>First American RETS</i>	<i>1280570010003</i>	<i>Overpayment</i>	<i>\$2,529.43</i>
		<i>Total</i>	<i>\$9,846.14</i>

**NO TAX OWED BY THE ABOVE REFERENCED PARTIES ON ANY ACCOUNT**

# **SUPERINTENDENT'S REPORTS**

## **2005 Bond Monthly Report and GCCISD Facilities Update**

# Facilities Management Monthly Report

Charles T. York, Ed.D.  
Superintendent

David K. Fluker, CTSBS  
Executive Director  
Facilities Management

Byron Terrier,  
Assistant Superintendent  
Administrative Services

Bruce R. Riggs,  
Project Manager

Board Report  
November 23, 2009

# Lee Facility Upgrades

## Non-Bond Upgrades



- ❖ All building exterior walls painted to match.
- ❖ New sidewalk pavers installed from Market Street curb to the front entry.
- ❖ Front entry steps, landing, lights and railings repaired.

# SCGC Facility (Jones Rd.)

Additional Staff parking installed and striped for use.



# Peter E. Hyland Learning Center

- ❖ The security fencing is complete at north, east and south sides of site.
- ❖ Security lighting installation at perimeter and walkways are complete.
- ❖ Security cameras are installed and working.



# Peter E. Hyland Learning Center, New Classroom & Day Care Facility

- Contractor 's job trailer in place. Construction to commence immediately following issuance of building permit by City of Baytown.



# Memorial Sports Complex @ Lee High School

Punch list nearing completion as landscaping and graphics are finalized.



# Ashbel Smith Upgrades

Interior painting of thirty classrooms completed. New carpeting installed throughout school.



# Lindberg Facility

Demolition commencing upon issuance of building permit.



# San Jacinto Elementary HVAC Upgrades

- Foundation placed for new equipment.
- Setting of chiller scheduled next week.



# Market Street Warehouse Renovations

Contract review and negotiations proceeding with commencement of work to follow.



# HJS Tennis Courts Renovations

Renovations completed with new court topping, striping, netting and windscreens installed.



# Consolidated Independent School District 2005 BOND PROGRAM



San Jacinto Elementary  
Chiller Pad

Peter E. Hyland Learning Center



Highlands Jr. Tennis Court



October 2009

## Executive Summary



**Monthly Status Report:** The data is current through 10/31/2009

<u>Original Bond Budget</u>	<u>Current Bond Budget</u>	<u>Designated Fund Balance</u>	<u>Total Interest Earned to Date</u>
\$ 240,932,518	\$ 256,229,353.75	\$6,000,000	\$ 19,401,676.75
<u>Board Approved Committed</u>	<u>Interest Transferred</u>	<u>Interest Balance</u>	
\$13,660,246	\$ 2,600,000.00	\$ 3,141,430.75	

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

\*For the 2005 Bond Program, the total estimated interest earnings is approximately \$19,309,137.

\*The Designated Fund Balance of \$6,000,000 is not anticipated to fund Capital Projects over budget.

\*As of August 31, 2008, the arbitrage rebate liability is approximately \$1,935,275.

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

### **Budget Variance:**

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

The following projects have been completed under budget:

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

**GCCISD 2005 Bond Program**  
**Executive Director: Dave Fluker**  
**Phone: 281-425-3254**  
**Fax: 281-420-5140**

## Executive Summary



### Key Issues & Concerns:

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

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

<b>Design :</b>	Elementary 15	Alternative Learning Program (Out for CM@R proposal) MOTS (Interior Renovations)
<b>Construction:</b>	San Jacinto Improvements	
<b>Substantially Complete:</b>	MOTS Parking Lot	
<b>Final Completion:</b>	Bowie Replacement Victoria Walker Elementary Elementary 15 (Site Acquisition Only) Alamo Improvements Austin Improvements Crockett Improvements DeZavala Improvements Harlem Improvements Hopper Primary Improvements Highlands Elementary Improvements Gentry Addition-Improvements Sterling HVAC Lamar Improvements Lee Improvements*	Baytown Improvements Cedar Bayou Improvements H. Mann Improvements H. Mann Auditorium Sterling Parking Lot Sterling Field House/ Fine Arts Existing Transportation Stallworth Turf Stallworth Stadium Improvements Ag Science Goose Creek Memorial Ashbel Smith Improvements Stuart Career Improvements Highlands Replacement
<b>Delayed/Suspended:</b>	Pumphrey Improvements (Cancelled) Green Center Improvements	West Town Improvements (Cancelled)

# GCCISD 2005 Bond Program

## Program Cost - October 2009

Project	Original Bond Budget	Current Bond Budget	YTD 2006	YTD 2007	YTD 2008	YTD 2009	YTD 2010	LTD Grand Total	Balance
<b>Elementary Schools</b>									
Bowie Replacement	\$14,565,341	\$ 14,269,518.00	\$ 1,491,787.72	\$ 9,402,536.62	\$ 3,316,316.64	\$ 54,953.80	\$ -	\$ 14,265,594.78	\$ 23,923.22
Victoria Walker Elementary	\$14,692,497	\$ 14,813,040.00	\$ 1,918,320.25	\$ 11,149,339.04	\$ 1,715,400.29	\$ 8,435.45	\$ -	\$ 14,791,495.03	\$ 21,544.97
Elem 15 Design, Site Acquisition	\$1,120,557	\$ 885,557.00	\$ 7,700.00	\$ -	\$ -	\$ 9,850.00	\$ -	\$ 17,550.00	\$ 668,007.00
Alamo Improvements	\$3,049,371	\$ 3,559,721.00	\$ 350,484.00	\$ 2,851,485.45	\$ 351,614.85	\$ 3,579.19	\$ -	\$ 3,557,163.49	\$ 2,557.51
Austin Improvements	\$184,098	\$ 79,535.00	\$ 75,568.47	\$ 3,967.00	\$ -	\$ -	\$ -	\$ 79,535.47	\$ (0.47)
Crockett Improvements	\$1,838,180	\$ 2,733,074.00	\$ 134,620.44	\$ 2,341,851.58	\$ 256,801.99	\$ -	\$ -	\$ 2,733,074.01	\$ (0.01)
DeZavala Improvements	\$2,109,750	\$ 1,520,138.00	\$ 1,302,580.01	\$ 61,805.13	\$ 155,394.77	\$ -	\$ -	\$ 1,519,779.91	\$ 358.09
Harlem Improvements	\$2,264,318	\$ 1,461,405.00	\$ 920,862.02	\$ 416,982.66	\$ 1,499.75	\$ 111,947.50	\$ 4,882.50	\$ 1,456,174.43	\$ 5,230.57
Hopper Primary Improvements	\$3,472,502	\$ 4,539,545.00	\$ 1,786,814.39	\$ 2,314,910.87	\$ 187,319.53	\$ 5,837.00	\$ -	\$ 4,304,881.79	\$ 234,663.21
Highlands Elem. Improvements	\$2,361,895	\$ 1,422,125.00	\$ 908,884.20	\$ 485,115.29	\$ 18,125.79	\$ -	\$ -	\$ 1,422,125.28	\$ (0.28)
Lamar Improvements	\$440,208	\$ 440,208.00	\$ -	\$ -	\$ -	\$ 310,557.50	\$ 7,600.00	\$ 318,157.50	\$ 122,050.50
Pumphrey Improvements	\$3,999,512	\$ 1,347,892.00	\$ 424,757.41	\$ 109,355.24	\$ 750,861.21	\$ 33,944.50	\$ -	\$ 1,318,918.36	\$ 28,773.64
San Jacinto Improvements	\$1,958,307	\$ 1,956,307.00	\$ -	\$ 239,765.08	\$ 63,768.65	\$ 227,390.72	\$ 186,678.69	\$ 717,603.14	\$ 1,238,703.86
Ashbel Smith Improvements	\$549,248	\$ 549,248.00	\$ -	\$ -	\$ -	\$ 278,267.25	\$ 7,125.00	\$ 285,392.25	\$ 263,855.75
<b>Junior Schools</b>									
Highlands Replacement	\$25,797,804	\$ 29,122,291.00	\$ 3,689,904.86	\$ 15,335,525.24	\$ 8,153,365.03	\$ 1,463,768.21	\$ -	\$ 28,642,563.34	\$ 479,727.66
Gentry Addition, Improvement	\$5,082,448	\$ 5,095,889.00	\$ 518,088.93	\$ 3,301,866.13	\$ 284,829.85	\$ 5,886.50	\$ -	\$ 4,110,471.41	\$ 985,417.59
Baytown Improvement	\$5,230,882	\$ 2,928,124.00	\$ 319,763.13	\$ 30,125.19	\$ 2,093,695.92	\$ 264,649.18	\$ -	\$ 2,708,233.42	\$ 219,890.58
Cedar Bayou Improvement	\$309,003	\$ 226,882.00	\$ 219,747.29	\$ -	\$ 6,935.00	\$ -	\$ -	\$ 226,882.29	\$ (0.29)
H. Mann Improvement	\$5,623,729	\$ 7,656,386.00	\$ 2,114,829.63	\$ 1,586,846.81	\$ 3,687,646.28	\$ 267,064.04	\$ -	\$ 7,656,386.76	\$ (0.76)
<b>High Schools</b>									
High Sch 3 Phase 1	\$71,165,136	\$ 71,179,056.00	\$ 3,518,669.67	\$ 26,653,123.01	\$ 32,994,968.39	\$ 5,418,015.40	\$ 53,099.41	\$ 68,637,875.88	\$ 2,541,180.12
Lee Improvements	\$9,490,093	\$ 9,490,093.00	\$ 197,225.36	\$ 196,109.36	\$ 474,234.43	\$ 7,285,743.53	\$ 11,487.66	\$ 8,164,800.34	\$ 1,325,292.66
Sterling Improvements	\$16,118,389	\$ 15,685,924.00	\$ 13,976.58	\$ 3,372,153.19	\$ 9,290,835.95	\$ 2,457,787.61	\$ -	\$ 15,124,753.33	\$ 561,170.67
<b>Other Schools, Temp Bldgs.</b>									
Alternative Learning Program	\$2,852,164	\$ 2,678,646.00	\$ 57,498.18	\$ -	\$ -	\$ 191,875.68	\$ 18,017.00	\$ 267,390.84	\$ 2,411,255.16
Stuart Career Improvements	\$2,068,535	\$ 2,068,535.00	\$ -	\$ 119,726.62	\$ 1,724,963.35	\$ 191,822.96	\$ 25,110.35	\$ 2,061,423.28	\$ 7,111.72
<b>Support Facilities</b>									
Green Center Improvements	\$1,557,499	\$ 1,557,499.00	\$ 116,730.43	\$ 202,139.15	\$ 82,598.37	\$ 18,444.75	\$ -	\$ 419,912.70	\$ 1,137,586.30
West Town Improvements	\$699,881	\$ 36,700.00	\$ -	\$ -	\$ 36,700.00	\$ -	\$ -	\$ 36,700.00	\$ -
MOTS	\$2,753,193	\$ 5,239,568.00	\$ 756,358.61	\$ 124,622.29	\$ 2,373,864.99	\$ 816,158.87	\$ 19,402.00	\$ 4,090,406.76	\$ 1,149,161.24
Existing Transportation	\$366,613	\$ 260,856.00	\$ 57,942.35	\$ 202,308.68	\$ 605.25	\$ -	\$ -	\$ 260,856.28	\$ (0.28)
Stallworth Stadium Improvements	\$1,732,949	\$ 3,135,959.00	\$ 873,554.23	\$ 21,240.00	\$ 2,105,790.45	\$ 149,247.30	\$ -	\$ 3,149,831.98	\$ (13,973.98)
Ag Science	\$747,392	\$ 871,071.00	\$ 13,230.51	\$ 29,814.68	\$ 621,826.78	\$ 183,852.25	\$ -	\$ 848,524.22	\$ 22,546.78
Buses- Replacements, New	\$5,480,935	\$ 5,480,935.00	\$ 3,897,931.07	\$ 1,336,635.40	\$ 396,063.00	\$ -	\$ -	\$ 5,430,629.47	\$ 50,305.53
<b>Technology</b>									
Infrastructure	\$12,866,507	\$ 12,579,779.00	\$ 2,495,823.65	\$ 4,622,062.07	\$ 1,707,034.18	\$ 1,357,013.34	\$ 98,421.00	\$ 10,280,354.24	\$ 2,299,424.76
Instruction	\$10,182,629	\$ 10,182,629.00	\$ 1,722,152.90	\$ 2,986,747.63	\$ 3,645,815.88	\$ 76,595.00	\$ -	\$ 8,411,311.41	\$ 1,771,316.59
<b>Program Mgm</b>									
Program Management	\$6,809,614	\$ 7,313,497.00	\$ 1,385,926.10	\$ 1,853,058.57	\$ 1,978,119.32	\$ 1,683,398.52	\$ 3,663.00	\$ 6,904,165.51	\$ 409,331.49
<b>Other Costs</b>									
Bond Fees	\$1,793,542	\$ 1,793,542.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Interest		\$ 3,141,430.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bond Reserve		\$ 9,107,251.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals:</b>	<b>\$240,932,518</b>	<b>\$ 266,229,353.75</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 224,220,718.90</b>	<b>\$ 17,966,411.10</b>

*See You Next Month With More!*



**THE END**

**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 23, 2009

**SUBJECT: CONSIDERATION OF SOFTWARE LICENSE PURCHASE AGREEMENT WITH SPSS, INC.**

**RECOMMENDED ACTION:** Approve the attached Academic Perpetual Software License Agreement to purchase the PASW Statistics Base, PASW Decision Trees, and PASW Custom Tables statistical process software from SPSS, Inc.

**RATIONALE:** SPSS software is one of the most widely used statistical processing software packages in the nation (see attached list of Texas school districts). Using this statistical and data mining software, we will be able to generate more precise and accurate decision-making information from our schools' and district's data. We can better evaluate and present our student performance and other data with tabular and graphical output currently not available and can share our findings with others using a variety of reporting methods.

**BUDGET PROVISIONS/ACTION REQUIRED:** \$11, 035.00 (4 licenses)

**RESOURCE PERSONNEL:** Dr. Toby York  
Mr. Rick Kirk



This Agreement ("AGREEMENT") is entered into by and between SPSS Inc. ("SPSS") and the licensee identified below ("LICENSEE") agree as follows:

**1. Grant, Order Form and Definitions**

1.1 Subject to the provisions contained herein and in the order forms executed by the parties and attached hereto ("ORDER FORM(s)"), SPSS grants, and LICENSEE accepts, the non-exclusive, non transferable, perpetual right to use the copyrighted computer software products in object code form as specified in the ORDER FORM(s) ("SOFTWARE") and the related user manuals that SPSS makes generally available for the subject SOFTWARE ("DOCUMENTATION"). LICENSEE is an ACADEMIC INSTITUTION and the SOFTWARE and DOCUMENTATION may be used at the SITE by LICENSEE'S AUTHORIZED END-USERS for ACADEMIC USE and LICENSEE'S internal business purposes in relation to LICENSEE'S internal administrative needs all in accordance with the restrictions set forth herein.

1.2 For the purposes of this AGREEMENT the following terms shall have the meanings set forth below:

- (a) "ACADEMIC INSTITUTION" as used herein means a K-12 institution of education that graduates its students for completion of studies.
- (b) "ACADEMIC USE" shall mean an action or task directly related to the course material of the ACADEMIC INSTITUTION including research and teaching.
- (c) "AUTHORIZED END USERS" shall mean a person who is associated with the LICENSEE, either as a full time or part time: (i) enrolled student; (ii) faculty member; or (iii) employee.
- (d) "SITE(s)" shall mean LICENSEE'S campus specified in the ORDER FORM.

1.3 LICENSEE may acquire rights to use additional SOFTWARE through additional ORDER FORMS executed by the parties which reference this AGREEMENT. Each ORDER FORM, which is made a part hereof, is made with the same effect as if each and every provision thereof were set forth in full herein and provides further details of any other conditions related to the specific SOFTWARE license granted and any other matters relevant to the ORDER FORM that may be in addition to or different from those set forth in this AGREEMENT.

1.4 SPSS will ship, FOB shipping point, one (1) master copy of the SOFTWARE and DOCUMENTATION to LICENSEE within fifteen (15) days of the date last written below in the signature block ("EFFECTIVE DATE").

1.5 SPSS grants LICENSEE a non-transferable, non-exclusive license to make not more than two (2) copies of the SOFTWARE solely for archival and backup purposes. If additional copies are expressly indicated in the applicable ORDER FORM, LICENSEE may make such copies which shall not exceed the number so indicated. LICENSEE may make a reasonable number of copies of the DOCUMENTATION which is recorded on the same electronic media on which the SOFTWARE is recorded. No permission is given to reproduce the printed DOCUMENTATION. Additional copies of the printed DOCUMENTATION may be purchased by LICENSEE from SPSS or its authorized distributor. All copies of SOFTWARE and DOCUMENTATION shall be for LICENSEE'S own internal use only and remain subject to all terms of this AGREEMENT. Any copies shall reproduce and shall not remove or alter any and all copyright notice(s) and any other marks and notices set forth on the master media. LICENSEE shall maintain accurate records of all copies of the

SOFTWARE and DOCUMENTATION which shall indicate the location of the same.

1.6 SPSS reserves all rights not expressly granted in this AGREEMENT whether by implication, estoppel or otherwise and retains all title and ownership rights to the SOFTWARE and the DOCUMENTATION, including all copies thereof.

**2. Maintenance**

2.1 For so long as SPSS generally maintains and supports the subject SOFTWARE and LICENSEE pays the annual maintenance fees due therefor, SPSS will provide LICENSEE with the following (together "MAINTENANCE"):

- (a) reasonable efforts to correct errors in the SOFTWARE and the provision of upgrades, improvements, new versions or releases of the subject SOFTWARE when and if made generally available ("ERROR CORRECTION AND UPGRADES"); and,
- (b) reasonable technical support to LICENSEE'S one (1) designated support representative via telephone, email or other means ("TECHNICAL SUPPORT").

2.2 The provision of MAINTENANCE does not include (a) issues with hardware, operating system, network or third party software or any issues which arise from use of the SOFTWARE within an operating environment where any part of that operating environment is not then supported by SPSS; and, (b) extensive assistance that would typically be provided through SPSS public training classes, onsite training sessions or consulting services. Any time spent by SPSS in relation to such items indicated immediately above, will, with prior notice to LICENSEE, be considered consulting services and shall be paid by LICENSEE.

2.3 ERROR CORRECTION AND UPGRADES will be provided only for SPSS' latest release of the SOFTWARE but reasonable TECHNICAL SUPPORT will be available for the immediately preceding version of the SOFTWARE. MAINTENANCE may, but need not be, provided if LICENSEE has modified the SOFTWARE or if LICENSEE is in default of this AGREEMENT.

**3. Payments**

3.1 LICENSEE agrees to pay SPSS the fees due hereunder, (including but not limited to, amounts due for license MAINTENANCE fees) within thirty (30) days from the date set forth on the SPSS invoice. All amounts are non-refundable except where otherwise indicated in this AGREEMENT.

3.2 LICENSEE agrees to pay SPSS a non-refundable yearly fee for MAINTENANCE in accordance with the then current SPSS MAINTENANCE rates. MAINTENANCE shall automatically renew upon the anniversary date of the shipment of SOFTWARE to LICENSEE, unless written notice of non-renewal of MAINTENANCE is provided by either party (which in the case of SPSS, will only be because the subject SOFTWARE is no longer generally maintained) at least forty-five (45) days prior to the next renewal date. Since MAINTENANCE fees are subject to change, SPSS may publish current price lists from time to time and will make reasonable efforts to send notice of the approaching anniversary date and the applicable MAINTENANCE fee approximately sixty (60) days in advance. If LICENSEE elects to resume MAINTENANCE for SOFTWARE following LICENSEE'S non-renewal, LICENSEE shall, at SPSS' option, pay in advance a reinstatement fee equal to the MAINTENANCE fee due for the next twelve (12) months plus the greater of (i) one (1) year of MAINTENANCE fees or (ii) the MAINTENANCE fees which would have been payable between date of cancellation and renewal.

3.3. All fees or charges stated are exclusive of any tariffs, duties or taxes(including state or local sales, use or value added tax) which may be

levied by any government or governmental agency. LICENSEE shall be liable for payment of all such taxes. However, LICENSEE shall not be liable for payment of such taxes in the event LICENSEE represents that it holds a valid tax exempt status and furnishes SPSS a copy of the same concurrently with execution of this AGREEMENT. In the event LICENSEE no longer maintains a current tax exempt status, LICENSEE shall be responsible for the payment of such taxes.

3.4. Any payment required hereunder that is made late (including unpaid portions if incomplete payment) shall bear interest at the rate of one and a half percent (1.5%) per month or the maximum rate permitted by law

#### 4. Restricted Use

4.1 LICENSEE and its AUTHORIZED END-USERS shall only use the SOFTWARE: (a) at the SITE on computers which are owned or leased by LICENSEE and controlled by LICENSEE; (b) on the home computers of those AUTHORIZED END-USERS that are LICENSEE'S faculty and staff; and, (c) LICENSEE agrees that the following use is expressly prohibited irrespective of ownership or control of the computers on which the SOFTWARE is installed: (i) use in any hospital, clinic or other like facility; or, (ii) use on any student home computer or any student laptop.

4.2 LICENSEE shall not use the SOFTWARE for the benefit of any other party, including but not limited to timesharing, rental or otherwise process data of any other party. LICENSEE shall not permit use of the SOFTWARE by any other party or for software development.

4.3 LICENSEE agrees that it shall not and shall not permit other parties to: (a) create or attempt to create source code from the SOFTWARE (b) reverse engineer or decompile the SOFTWARE.

4.4 The SOFTWARE and DOCUMENTATION are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software Regulations. Contractor/manufacturer is SPSS Inc/ 233 S. Wacker Drive/ Chicago, Il 60606.

4.5 LICENSEE acknowledges that the SOFTWARE and DOCUMENTATION, technical information and related materials are subject to export controls under the U. S. Exports Administration Regulations. LICENSEE shall (a) strictly comply with all legal requirements established under these controls (b) cooperate fully with SPSS in any official or unofficial audit or inspection that relates to these controls, and (c) not export, re-export, divert or transfer, directly or indirectly any such item to any country that is embargoed by Executive Order. LICENSEE shall: (i) obtain any import/export licenses or other permissions to transfer the SOFTWARE or DOCUMENTATION from one country to another; (ii) comply with any and all established legal requirements or foreign laws related to export or import of the SOFTWARE and DOCUMENTATION, including but not limited to U.S. regulations prohibiting the export, re-export, diversion or transfer directly or indirectly to a country that is embargoed by U.S. Executive Order, and, (iii) pay any and all duties, fees and or taxes, however designated, arising from the transfer of the SOFTWARE and DOCUMENTATION from one country to another. Nothing in this Section shall be construed to grant any rights to LICENSEE that are contrary or in addition to rights expressly set forth herein.

#### 5. Term And Termination

5.1 Licensee may terminate this AGREEMENT or any ORDER FORM, without right to refund, by notifying SPSS of such termination. SPSS may terminate this AGREEMENT or any ORDER FORM if LICENSEE or an AUTHORIZED END-USER violates any of the provisions of this AGREEMENT or ORDER FORM. In such event, SPSS shall be free to pursue any legal or equitable recourse which it deems appropriate, including without limitation, injunctive relief, claims for damages, or suit for termination of the license granted hereby.

5.2 Upon termination for any reason: (a) all LICENSEE rights shall immediately cease, (b) there shall be no refund of any payments; (c) LICENSEE shall promptly pay any fees which may be due; and, (d) LICENSEE shall promptly destroy the SOFTWARE and DOCUMENTATION including all copies and portions thereof and certify in writing to SPSS that such action has been taken. This paragraph shall survive the termination of this AGREEMENT.

#### 6. Warranties

6.1 Each party represents and warrants that they have all necessary right and authority to enter into this AGREEMENT and to grant and assume the rights and obligations herein; and as such, LICENSEE represents and certifies that it is an ACADEMIC INSTITUTION.

6.2 SPSS warrants that the SOFTWARE will, for a period of sixty (60) days from the date of initial shipment by SPSS, operate substantially in accordance with the functionality specified in the applicable DOCUMENTATION, provided that the SOFTWARE is installed and operated in accordance with such DOCUMENTATION. In the event of a breach of the foregoing warranty, LICENSEE shall promptly report such breach to SPSS and SPSS will replace the subject SOFTWARE or if SPSS is unable to deliver such replacement within a commercially reasonable period of time, SPSS will refund the license fees paid for the subject SOFTWARE.

6.3 The remedies set forth in Sections 6.2 shall be SPSS' sole responsibility and LICENSEE'S sole and exclusive remedy for such warranty.

6.4 LICENSEE and LICENSEE alone is responsible for determining which SOFTWARE meets its particular needs and the results obtained. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE SOFTWARE IS LICENSED "AS IS" WITHOUT WARRANTY AS TO ITS PERFORMANCE AND SPSS MAKES NO WARRANTY WITH RESPECT TO THE RESULTS OBTAINED THEREFROM; AND, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. EXCEPT AS REQUIRED BY APPLICABLE LAW, IN NO EVENT SHALL SPSS OR ITS LICENSORS BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, EVEN IF SPSS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SPSS' AND ITS LICENSORS' LIABILITY ARISING OUT OF THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE INITIAL LICENSE FEE PAYMENT FOR THE SOFTWARE IN RESPECT TO WHICH THE CLAIM AROSE.

6.5 SPSS agrees to defend, or settle at its option any action against LICENSEE arising from a claim that the SOFTWARE infringes any United States patent or property right provided that: (a) SPSS is promptly notified of any threatened or actual action and is given control over the defense or settlement thereof; (b) the SOFTWARE has not been modified by LICENSEE; (c) LICENSEE does not do or permit anything to be done which prejudices the defense or settlement of such claim; and, (d) the charge of infringement has not arisen from the use of the SOFTWARE in combination with other hardware or software components in contravention with the applicable DOCUMENTATION where it is the combination which is charged to infringe. SPSS shall, at its option and expense, secure for LICENSEE the right to continue using the SOFTWARE, or replace or modify the SOFTWARE so that it becomes non-infringing or grant LICENSEE a credit minus a reasonable depreciation for the use of the SOFTWARE but in no event shall such credit be greater than the license fee paid for the SOFTWARE from which the claim arose.

#### 7. General Provisions

7.1 LICENSEE agrees that this AGREEMENT may not be assigned and that SOFTWARE may not be transferred or sublicensed by LICENSEE without the prior written consent of SPSS in its sole discretion. SPSS shall have a right to assign or transfer this AGREEMENT to International Business machines corporation ("IBM") or an IBM subsidiary without the consent of LICENSEE.

7.2 LICENSEE grants SPSS the right to conduct an audit to verify that LICENSEE is using the SOFTWARE in compliance with the provisions of this AGREEMENT. LICENSEE agrees to allow SPSS to inspect LICENSEE'S premises physically and to cooperate fully in the conducting of such an audit, including but not limited to providing SPSS with periodic reports supplied by the SOFTWARE, if any. SPSS may copy any items to document any violation of this AGREEMENT.

7.3 This AGREEMENT together with the ORDER FORM(s) supersedes all prior agreements, proposals, representations and communications between the parties relating to the subject matter herein.

7.4 SPSS shall not be liable for delays or nonperformance of this AGREEMENT occasioned by strikes, fires, accidents or other causes beyond the control of SPSS.

7.5 LICENSEE hereby consents to the use of LICENSEE'S name and details of the SOFTWARE licensed provided for legal, accounting or regulatory requirements. SPSS will obtain LICENSEE'S prior approval for any other use of LICENSEE'S name.

7.6 LICENSEE and SPSS agree that this AGREEMENT, the SOFTWARE and the DOCUMENTATION and all information related to the SOFTWARE that is disclosed to LICENSEE that is not in the public domain ("CONFIDENTIAL INFORMATION"), (a) constitutes the proprietary and confidential information of SPSS; (b) shall be used by LICENSEE only as required to exercise the license granted under this AGREEMENT; and (c) shall be held in confidence and shall not be made available in any form to any person or entity other than LICENSEE, without the express written consent of SPSS. SPSS agrees that LICENSEE shall be permitted to disclose relevant aspects of the SOFTWARE and CONFIDENTIAL INFORMATION to its employees and its agents, but solely to the extent that such disclosure is directly related to LICENSEE'S

use of the SOFTWARE, and provided that LICENSEE shall take all reasonable steps to ensure that SOFTWARE is not disclosed or duplicated in contravention of this AGREEMENT. The provisions of this Section 8.6 shall survive termination of this AGREEMENT. Notwithstanding anything to the contrary, the terms of this Agreement may be subject to disclosure pursuant to an applicable public information disclosure law.

7.7 If a part of this AGREEMENT is held unenforceable or invalid or prohibited under law, it shall be struck from this AGREEMENT and shall not affect the enforceability of the other parts of this AGREEMENT.

7.8. In the event of any conflict between the terms and conditions of this AGREEMENT, any ORDER FORM(s) that reference this AGREEMENT, the terms and conditions of the AGREEMENT shall prevail ORDER FORM. In the event of any conflict between the terms and conditions of a purchase order and this AGREEMENT including its attachments, the terms of the AGREEMENT and its attachments shall prevail without addition.

7.9 This AGREEMENT shall be interpreted under the laws of the State of Illinois of the United States of America.

## ORDER FORM

LICENSEE and SPSS agree that the use of the SOFTWARE listed in this ORDER FORM shall be subject to the terms and conditions of the Academic Perpetual Software License Agreement to which this ORDER FORM is attached.

1.1 Without prejudice to the LICENSEE'S right to make back up copies of the SOFTWARE as permitted by the AGREEMENT, unless expressly authorized below, the SOFTWARE is licensed for use in a production environment only and any installation or use in a test, development or pre-production environment (or similar) is not authorized. However, the foregoing does not prohibit LICENSEE'S reasonable limited testing of a new release in a test environment prior to utilization in LICENSEE'S production environment.

1.2 The number of users of the SOFTWARE shall not exceed the total number of named users or concurrent users of SOFTWARE specified in this ORDER FORM for any reason and irrespective of the version of the SOFTWARE. In the event a Site License (Named User(s)) includes installations in LICENSEE'S computer lab, the Named User will be considered to be and include each computer on which the SOFTWARE is installed.

1.3 If LICENSEE is licensing a "Server" product as indicated in this ORDER FORM, then SPSS grants LICENSEE the right to install SOFTWARE on server(s) up to the number of CPUs specified in this ORDER FORM for use by any user as set forth in the Agreement. LICENSEE shall contact SPSS before changing the computer network, server or processor or if LICENSEE is adding additional CPUs to the network, server or processor where the SOFTWARE is installed. SPSS shall provide LICENSEE with details of the additional licensing fees, if any, associated with such changes.

1.4 If this license is a single-user license of the SOFTWARE as indicated in this ORDER FORM (SC), then SPSS grants LICENSEE a non exclusive right for one (1) designated individual to use the SOFTWARE on a home, work or portable computer as long as this individual is the only person using the SOFTWARE

*\* The additional license terms below are only applicable if the SOFTWARE to which they refer is indicated as a licensed product in the table below.*

### 2. Additional License Grant Terms Regarding SPSS Text Analysis for Surveys

2.1 Notwithstanding the number of copies of the SOFTWARE licensed to LICENSEE under this ORDER FORM or any subsequent ORDER FORM, LICENSEE'S use of the SOFTWARE is limited to coding not more than 550,000 survey responses each year. Should LICENSEE exceed that number or wish to use the SOFTWARE to code a higher number of survey responses per annum then a non-refundable additional annual coded response volume fee is payable. Details of such annual fees are available from SPSS upon request.

2.2 LICENSEE agrees to provide SPSS with written notice of its intentions regarding the number of survey responses it wishes to process using the SOFTWARE, at least forty-five (45) days prior to each annual anniversary of the date of this ORDER FORM. SPSS shall then invoice LICENSEE for the non-refundable annual renewal coded response volume fee at SPSS' then current rates. All amounts invoiced by SPSS are payable within thirty (30) days of the date set forth on the SPSS invoice.

<b>LICENSEE'S Name and Address</b>		<b>Primary Coordinator</b>	
		<b>Title</b>	
		<b>Email Address</b>	
		<b>Contact #</b>	
<b>Invoice Address (if different)</b>		<b>Ship To: (if different)</b>	
		<b>Shipping Contact Name &amp; Phone:</b>	

<b>Site Address 1:</b>		<b>Site Address 2:</b>	
<b>Site 1 Coordinator Name &amp; Contact Information</b>		<b>Site 2 Coordinator Name &amp; Contact Information</b>	

<b>Operating System(s)</b> <i>(unless otherwise indicated, deemed to be Windows)</i>	<b>Use</b> <i>(For other than production use)</i>	<b># Servers:</b> <i>(Unless otherwise indicated, deemed to be one)</i>
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**Existing Licenses.** Any reference below to Existing License shall mean that LICENSEE previously acquired such rights under an earlier SCHEDULE to the AGREEMENT. These licenses are reiterated here solely to demonstrate the total number of such licenses.

SOFTWARE	Server		# Named Users		# Concurrent Users		Initial Maintenance Term	Initial Maintenance Fee	License Fees
	# CPUs	Total # Cores	(SC=Single Copy Only)		# New	# Existing Licenses	(unless otherwise specified, 12 months from shipment date)		
			# New	# Existing Licenses					
PASW Statistics Base			4					\$671	\$3,365
PASW Statistics Base Server									
PASW Statistics Professional									
PASW Statistics Professional Server									
PASW Advanced Statistics									
PASW Advanced Statistics Server									
PASW Bootstrapping									
PASW Bootstrapping Server									
PASW Categories									
PASW Categories Server									
PASW Decision Trees			4					\$593	\$2,964
PASW Decision Trees Server									
PASW Complex Samples									
PASW Complex Samples Server									
PASW Conjoint									
PASW Conjoint Server									
PASW Data Preparation									
PASW Data Preparation Server									
PASW Exact Tests									
PASW Exact Tests Server									
PASW Neural Networks									
PASW Neural Networks Server									
PASW Missing Values									
PASW Missing Values Server									
PASW Regression									
PASW Regression Server									
PASW Direct Marketing									
PASW Direct Marketing Server									
PASW Custom Tables			4					\$575	\$2,876
PASW Custom Tables Server									
PASW Forecasting									
PASW Forecasting Server									
PASW Text Analysis for Surveys Language: English									
# of annual unique coded survey responses (if more than 550,000)									
PASW Viz Designer									
PASW Statistics Developer									
SPSS Statistical Services for									

SOFTWARE	Server		# Named Users		# Concurrent Users		Initial Maintenance Term	Initial Maintenance Fee	License Fees
			(SC=Single Copy Only)						
	# CPUs	Total # Cores	# New	# Existing Licenses	# New	# Existing Licenses	(unless otherwise specified, 12 months from shipment date)		
Microsoft SQL Server 2005 Enterprise Edition									
SPSS Advantage for Excel 2007									
Amos									
Sample Power									
AnswerTree									
PASW Modeler									
PASW Modeler Server									
PASW Modeler Professional									
PASW Modeler Professional Server									
PASW Classification									
PASW Classification Server									
PASW Segmentation									
PASW Segmentation Server									
PASW Association									
PASW Association Server									
PASW Text Analytics									
PASW Modeler Web Mining									
PASW Text Analytics Server									
PASW Modeler Web Mining Server									
PASW Modeler Application Templates									
PASW Modeler Solution Publisher									
PASW Collaboration and Deployment Services									
Collaboration for PASW Statistics									
PASW Collaboration and Deployment Services - Automation Service									
PASW Collaboration and Deployment Services - Real Time Scoring Service									
PASW Collaboration and Deployment Services - Scores									
PASW Collaboration and Deployment Services - Deployment Manager User									
PASW Collaboration and Deployment Services - Deployment Portal User									
Collaboration for PASW Modeler									
PASW Collaboration and Deployment Services - Modeler Server Adapter									
PASW Collaboration and Deployment Services - Modeler Client Adaptor									
PASW Collaboration and Deployment Services - Statistics Server Adapter									
PASW Collaboration and Deployment Services - Statistics Client Adaptor									
PASW Collaboration and Deployment Services - BIRT Reports Server Adapter									
PASW Collaboration and									

SOFTWARE	Server		# Named Users		# Concurrent Users		Initial Maintenance Term	Initial Maintenance Fee	License Fees
			(SC=Single Copy Only)						
	# CPUs	Total # Cores	# New	# Existing Licenses	# New	# Existing Licenses	(unless otherwise specified, 12 months from shipment date)		
Deployment Services - BIRT Reports Client Adaptor									
PASW Collaboration and Deployment Services - SAS Server Adaptor									
PASW Collaboration and Deployment Services - SAS Client Adaptor									
PASW Collaboration and Deployment Services - ShowCase Server Adaptor									
PASW Collaboration and Deployment Services - ShowCase Client Adaptor									
PASW Collaboration and Deployment Services - Data Collection Server Adaptor									
<b>Maintenance Fee Sub Total:</b>								\$1,839	
<b>License Fee Sub Total:</b>								\$9,196	
<input type="checkbox"/> Media Fee <input type="checkbox"/> Administration Fee								\$N/A	
<b>Total Fees Due (excluding shipping &amp; taxes):</b>								\$11,035	

Each of the signatories below represents that he/she has the right and authority execute this AGREEMENT and ORDER FORM on behalf of LICENSEE and SPSS, respectively, and agrees to be bound by the same.

Licensee: Goose Creek Consolidated Independent School District			SPSS Inc.		
By: _____ Authorized Signature			By: _____ Authorized Signature		
Printed Name:			Printed Name:		
Title:		Date:	Title:		Date:

ALIEF INDEPENDENT SCHOOL DISTRICT  
AMARILLO SCHOOL DISTRICT  
ARANSAS PASS INDEPENDENT SCHOOL DISTRICT  
ARLINGTON INDEPENDENT SCHOOL DISTRICT  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AVANCE - DALLAS  
BEAUMONT INDEPENDENT SCHOOL DISTRICT  
BELTON INDEPENDENT SCHOOL DISTRICT  
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT  
CANUTILLO INDEPENDENT SCHOOL DISTRICT  
CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT  
CLEAR CREEK INDEPENDENT SCHOOL DISTRICT  
COLLEGE STATION INDEPENDENT SCHOOL DISTRICT  
COMMUNITY EDUCATION PARTNERS  
CORPUS CHRISTI ISD  
CYPRESS-FAIRBANKS ISD  
DALLAS INDEPENDENT SCHOOL DISTRICT  
DE SOTO INDEPENDENT SCHOOL DISTRICT  
DEER PARK INDEPENDENT SCHOOL DISTRICT  
DONNA INDEPENDENT SCHOOL DISTRICT  
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT  
EDGEWOOD INDEPENDENT SCHOOL DISTRICT  
EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
EDUCATION SERVICE CENTER REG 12  
EDUCATION SERVICE CENTER REG 20  
EDUCATION SERVICE CENTER REGION XI  
EDUCATION SERVICE CENTER REGION XIII  
EL PASO ACADEMY EAST  
FORT BEND ISD  
FORT WORTH INDEPENDENT SCHOOL DISTRICT  
FRISCO ISD  
GALENA PARK INDEPENDENT SCHOOL DISTRICT  
GALVESTON INDEPENDENT SCHOOL DISTRICT  
GARLAND INDEPENDENT SCHOOL DISTRICT  
GRAPE CREEK ISD  
HARRIS COUNTY DEPARTMENT OF EDUCATION  
HOUSTON INDEPENDENT SCHOOL DISTRICT  
HOWARD COUNTY BOARD OF EDUCATION  
HUMBLE INDEPENDENT SCHOOL DISTRICT  
IRVING INDEPENDENT SCHOOL DISTRICT  
JERIK JONSSON COMMUNITY SCHOOL  
JUNE SHELTON SCHOOL & EVALUATION CENTER  
KELLER ISD  
KILLEEN INDEPENDENCE SCHOOL DISTRICT  
KLEIN ISD  
LA MARQUE ISD  
LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT  
LAREDO INDEPENDENT SCHOOL DISTRICT  
NORTH EAST ISD  
NORTHSIDE INDEPENDENT SCHOOL DISTRICT  
PASADENA INDEPENDENT SCHOOL DISTRICT  
PLANO INDEPENDENT SCHOOL DISTRICT  
PRESBYTERIAN PAN AMERICAN SCHOOL  
REGION IV EDUCATION SERVICE CENTER  
REGION VI EDUCATION SERVICE CENTER  
Richard Milburn High School  
RICHARDSON INDEPENDENT SCHOOL DISTRICT  
SAN ANTONIO ISD  
SOCORRO INDEPENDENT SCHOOL DISTRICT  
SOUTHWEST EDUCATIONAL DEVELOPMENT LABORATORY  
SPRING BRANCH ISD  
SPRING INDEPENDENT SCHOOL DISTRICT  
ST THOMAS AQUINAS  
TEXAS ASSOCIATION OF SCHOOL BOARDS  
WINDHAM SCHOOL DISTRICT  
WYLIE INDEPENDENT SCHOOL DISTRICT  
YSIETA INDEPENDENT SCHOOL DISTRICT

**SCHOOL BOARD AGENDA ITEM SUMMARY**

November 23, 2009

**SUBJECT: CONSIDERATION OF PERSONNEL ACTION**

**RECOMMENDED ACTION:** Approve two (2) elections subject to assignment and place on teacher hiring placement scale; approve one (1) resignation.

**RATIONALE:** Fill vacancies for the 2009-10 school year and accommodate employee's request to resign.

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

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

/jr

**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

Office of the Superintendent  
Baytown, Texas

November 23, 2009

**ELECTIONS**

1. **Kyndle Lucas**, teacher, assigned to Ross S. Sterling High School.

A. High School Attended	Robert E. Lee High School
B. Degree Conferred	BS – Texas A&M University
C. Hours in Teaching Areas	Science – 56
D. Grades	Good
E. Experience	None
F. Certification	Standard Science 8-12
G. Interviewers	Dr. B. Cannariato, D. Beck

2. **Samuel Johnson, Jr.**, teacher, assigned to Ross S. Sterling High School.

A. High School Attended	Monsignor Kelly High School
B. Degree Conferred	BS – Lamar University
C. Hours in Teaching Areas	Science – 56
D. Grades	Good
E. Experience	None
F. Certification	Standard Science 8-12
G. Interviewers	Dr. B. Cannariato, D. Beck

**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

Office of the Superintendent  
Baytown, Texas

November 23, 2009

**RESIGNATION**

1. **Gabriel Morin**, fifth-grade bilingual teacher at Ashbel Smith Elementary School, is resigning effective December 18, 2009. Mr. Morin is resigning so he can be closer to his family.