



# GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**DATE, TIME, LOCATION: MONDAY, APRIL 11, 2011, 6:30 PM**  
**REGULAR MEETING OF THE BOARD OF TRUSTEES**  
**ADMINISTRATION BUILDING BOARD ROOM**  
**4544 INTERSTATE 10, BAYTOWN, TEXAS**

## **AGENDA**

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    1. Future Board Agenda Items
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    1. Discussion of Personnel
      - a. Resignation
      - b. 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
  - F. Consideration of Personnel Action 71

1. Resignation

2. Superintendent's Evaluation

7. ADJOURNMENT

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

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



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**BYRON P. TERRIER, Ed.D.**

ASSISTANT SUPERINTENDENT  
ADMINISTRATIVE SERVICES

April 11, 2011

TO: DR. TOBY YORK

FROM: DR. BYRON P. TERRIER

**SUBJECT: OPENING EXERCISES FOR APRIL 11, 2011, BOARD MEETING**

The opening exercises for the April 11, 2011, Board Meeting will be given by the students of Lamar Elementary School.

The pledges will be led by Jaida Hubbard and Victoria Santos.

Lamar Elementary School students will recite the poem "The Lone Star State" and sing the song "The Yellow Rose of Texas" in celebration of Texas' San Jacinto Day. Students participating are: Ricky Aramburo, Pablo Barron, Heriverto Galaviz, Jaida Hubbard, Emma Licerio, Victoria Santos, and Amado Yznaga.

The students are under the direction of Ms. Rebecca Butler, Ms. Debbie Crow, Ms. Stacy Romeo, and Principal Ms. Rachelle Ysquierdo.

/rn

**RECOGNITIONS  
AND  
ACKNOWLEDGEMENTS**



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**BYRON P. TERRIER, Ed.D.**

ASSISTANT SUPERINTENDENT  
ADMINISTRATIVE SERVICES

April 11, 2011

TO: DR. TOBY YORK  
FROM: DR. BYRON P. TERRIER  
**SUBJECT: STUDENT RECOGNITIONS**

For the second year in a row, Goose Creek CISD hosted the MATHCOUNTS Chapter Competition. Each of our junior school campuses fielded a competition team consisting of four students, in addition to individual competitors. The team from Highlands Junior School placed second overall in the competition, and advanced to state competition in Austin, Texas, held on March 26, 2011.

**HIGHLANDS JUNIOR SCHOOL**

**Pooja Bhula                  Chinmayee Kulkarni                  Erika Padilla                  Kyrie Yong**

The students were under the direction on Highlands Junior School Teacher and MATHCOUNTS Coach Ms. Michelle Williams.

The MATHCOUNTS Program is under the direction of Goose Creek CISD Coordinator of Mathematics Ms. Jackie Shuman; Goose Creek CISD Instructional Specialist and District MATHCOUNTS Program Coordinator Ms. Brandy Woods; and Robert E. Lee High School Teacher and Assistant MATHCOUNTS Coordinator Mr. Robert Allen.

/rn



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**BYRON P. TERRIER, Ed.D.**

ASSISTANT SUPERINTENDENT  
ADMINISTRATIVE SERVICES

April 11, 2011

TO: DR. TOBY YORK

FROM: DR. BYRON P. TERRIER

SUBJECT: RECOGNITION OF EXXONMOBIL CONTRIBUTIONS

The District would like to acknowledge ExxonMobil for their contributions of \$20,000 and \$3000, respectively, toward the GCCISD AVID and MATHCOUNTS Programs. ExxonMobil's continuing support and commitment to GCCISD programs provides our students with academically challenging and rewarding experiences.

/rn



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

April 11, 2011

**TO:** DR. TOBY YORK  
**FROM:** DR. BYRON P. TERRIER  
**SUBJECT:** TASBO PERFORMANCE EXCELLENCE PROGRAM (PEP) AWARD  
RECOGNITION

On March 3, 2011, the Goose Creek CISD Technology Management Systems (TMS) Department received the TASBO (Texas Association for School Business Officials) PEP (Performance Excellence Program) Award. This is the first time this award has been given by TASBO, and the highest award level given. Representatives from the TMS department were recognized at the 2<sup>nd</sup> General Session of the 65<sup>th</sup> Annual Conference held in Austin. By winning the award, the TMS department distinguishes itself with an outstanding performance under the rigorous performance excellence criteria. TMS staff was recognized for doing a remarkable job in providing a level of an extraordinary level of service.

The TASBO PEP Award promotes an awareness of performance excellence as an increasingly important element in public education systems, and information sharing of successful performance strategies and the benefits derived from using these strategies. The PEP program uses the Baldrige National Quality Award as the basis for its quality excellence criteria and evaluation process. The criteria for performance excellence support the goals of delivering ever-improving value to customers and improving overall operational performance of the organization. The criteria embody Core Values and Concepts in the following seven categories—Leadership; Strategic Planning; Customer and Market Focus; Measurement, Analysis and Knowledge Management; Workforce Focus; Process Management; and Results.

## **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

March 28, 2011

**REGULAR MEETING**

The Board of Trustees and the Administrative Staff of the Goose Creek Consolidated Independent School District met in a Regular Board Meeting on Monday, March 28, 2011, in the Board Room of the Administration Building, 4544 Interstate 10, 6:30 p.m., with the following Board members present:

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

**ABSENT:** None

Mr. Hoskins arrived at approximately 7:01 p.m.

**OPENING EXERCISE**

The opening exercises for the March 28, 2011, Board Meeting were given by students of Highlands Junior School. Board Member Agustin Loredó gave the prayer. The pledges were led by Michaela Jones and Kiara Williams.

Highlands Junior School choir students performed pieces they had prepared for UIL competition. Students participating were: Ebony Alatorre, Marina Basquez, Cameron Burris, Kortlyn Carter, Jada Charles, Kendall Dorsey, Rachel Freeman, Rachel Galvan, Samantha Gonzales, Ashley Harp, Kaylee Hennigan, Taylor Hudson, Michaela Jones, Jesse King, Alisia Oregon, Erika Padilla, Cassandra Ramirez, Lorina Semien, and Kiara Williams.

The students were under the direction of Ms. Tonya Callahan and Principal Mr. Kevin Foxworth.

**CITIZENS PARTICIPATION**

No one registered to address the Board of Trustees.

**DISPOSITION OF MINUTES**

February 24, 2011, Rezoning Workshop

Mr. Burg moved and Ms. Laughlin seconded the motion **THAT THE BOARD APPROVE THE MINUTES FOR FEBRUARY 24, 2011, REZONING WORKSHOP AS PRESENTED.** The motion passed with Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Burg, and Mr. Loredó voting for the motion.

February 28, 2011, Regular Board Meeting

Ms. Coffey moved and Ms. Laughlin seconded the motion **THAT THE BOARD APPROVE THE MINUTES FOR FEBRUARY 28, 2011, REGULAR BOARD MEETING AS PRESENTED.**

The motion passed with Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Burg, and Mr. Loredó voting for the motion.

### ITEMS OF DISCUSSION/ACTION

#### **8262. CONSIDERATION OF STUDENT EXCEPTION (“GRANDFATHER”) TO ATTENDANCE ZONE REVISION – ELEMENTARY, JUNIOR, AND HIGH SCHOOLS, FALL 2011**

Ms. Coffey moved and Ms. Laughlin seconded the motion **THAT THE BOARD APPROVE OPTION 2, STUDENT EXCEPTION (“GRANDFATHER”), TO ATTENDANCE ZONE REVISION-ELEMENTARY, JUNIOR, AND HIGH SCHOOL, FALL 2011.** The motion passed with Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Burg, and Mr. Loredó voting for the motion.

#### **Student Exception (“Grandfather”) to Attendance Zone Revision (Option 2):**

##### **Elementary School**

*The following applies to those students who will be assigned to a different school for the 2011-12 school year. To make this transition easier, the Board of Trustees will offer current fourth graders the opportunity to remain at their present campus for their fifth-grade year upon parent request.*

*However, certain provisions have to be followed in order to accommodate families who wish to have their child remain at the current campus for the fifth grade next year:*

- *Siblings (brothers/sisters) of current fourth-grade students will be allowed to attend school with their siblings on a “continuous” basis. (“Continuous” basis is defined as having two or more siblings enrolled at the same time in the same elementary school.)*
- *Parents of the students involved will need to provide their child’s transportation.*

##### **Junior School**

*The following applies to those students who will be assigned to a different school for the 2011-12 school year. To make this transition easier, the Board of Trustees will offer eighth graders (2011-12) the opportunity to remain at their present campus for their eighth-grade year upon parent request.*

*However, certain provisions have to be followed in order to accommodate families who wish to have their child remain at the current campus for the eighth grade year:*

- *Siblings (brothers/sisters) of current seventh-grade students will be allowed to attend school with their siblings on a “continuous” basis. (“Continuous” basis defined as having two or more siblings enrolled at the same time in the same junior school.)*

- *Parents of the students involved will need to provide their child's transportation.*

### **High School**

*The following applies to those students who will be assigned to a different school for the 2011-12 school year. To make this transition easier, the Board of Trustees will offer current ninth, tenth, and eleventh graders (2010-11) the opportunity to remain at their present campus for their tenth-, eleventh- and twelfth-grade years respectively upon parent request.*

*However, certain provisions have to be followed in order to accommodate families who wish to have their child remain at the current campus.*

- *Siblings (brothers/sisters) of high school students will be allowed to attend school with their siblings on a "continuous" basis. ("Continuous" basis for siblings is defined as having two or more siblings enrolled at the same time in the same high school.)*
- *Parents of the students involved will need to provide their child's transportation.*
- *Applications for exception to the GCCISD Residency Policy must be filed within a designated 30-day period.*
- *Exceptions to GCCISD Residency Policy will not be granted after expiration date of the 30-day designated timeline.*

### **All Levels**

*A student residing in the same residence which has previously been rezoned twice (beginning with the 2007-08 school year) will be allowed to remain at their current school.*

*However, certain provisions have to be followed in order to accommodate families who wish to have their child remain at the current campus:*

- *Proof of residence for years previously rezoned must be provided, namely, electric or gas bill.*
- *Parents of the students involved will need to provide their child's transportation.*

### **8263. CONSIDERATION OF GOOSE CREEK CISD ELEMENTARY, JUNIOR, AND HIGH SCHOOL REZONING PROPOSALS [Under Separate Cover]**

Ms. Coffey moved and Mr. Loredo seconded the motion **THAT THE BOARD APPROVE OPTION 4H OF THE ELEMENTARY SCHOOLS REZONING PROPOSAL FOR THE 2011-2012.** The motion passed with Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Burg, and Mr. Loredo voting for the motion.

Ms. Coffey moved and Mr. Loredo seconded the motion **THAT THE BOARD APPROVE JUNIOR SCHOOL OPTION 5B1 AND HIGH SCHOOL OPTION Z1.** The motion failed with Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Burg, and Mr. Loredo voting against the motion.

Mr. Burg moved and Mr. Loredo seconded the motion **THAT THE BOARD APPROVE JUNIOR SCHOOL OPTION 5.1.** The motion passed with Mr. Martin, Ms. Laughlin, Mr. Sampson, Mr. Burg, and Mr. Loredo voted for the motion. Ms. Coffey voted against.

Mr. Hoskins arrived at approximately 7:01 p.m.

Mr. Sampson moved and Mr. Burg seconded the motion **THAT THE BOARD APPROVE LEAVING HIGH SCHOOL AS IS.** The motion passed with Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredo. Mr. Martin voted against.

**8264. CONSIDERATION OF ONE-TIME PAYMENT TO EARLY NOTICE RESIGNATION OR RETIREMENT TO ANY FULL TIME EMPLOYEE**

Mr. Loredo moved and Mr. Burg seconded the motion **THAT THE BOARD APPROVE A ONE-TIME PAYMENT OF \$500 TO ANY FULL-TIME EMPLOYEE WHO IS NOT PLANNING TO RETURN FOR THE FOLLOWING YEAR IF HE/SHE WILL SUBMIT A LETTER OF RESIGNATION OR RETIREMENT BEFORE APRIL 15, 2011. COMPLETION OF THE 2010-2011 SCHOOL YEAR AND/OR EFFECTIVE CONTRACT DATE IS REQUIRED FOR ELIGIBILITY OF THE ONE-TIME PAYMENT.** The motion passed with Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredo voting for the motion.

**8265. CONSIDERATION OF MEMORANDUM OF UNDERSTANDING FOR EARLY COLLEGE HIGH SCHOOL**

Ms. Coffey moved and Mr. Sampson seconded the motion **THAT THE BOARD APPROVE THE EARLY COLLEGE HIGH SCHOOL MEMORANDUM OF UNDERSTANDING AS PRESENTED BY THE ADMINISTRATION AND AS REVIEWED BY THE SCHOOL DISTRICT'S ATTORNEY.**

This motion failed because there was no vote.

Mr. Loredo moved and Mr. Burg seconded the motion **THAT THE BOARD POSTPONE TAKING ACTION ON THE ECHS MOU UNTILL APRIL 11.** The motion passed with Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredo voting for the motion.

**8266. CONSIDERATION OF PDAS TEACHER APPRAISAL**

Mr. Hoskins moved and Mr. Burg seconded the motion **THAT THE BOARD APPROVE THE REQUEST TO USE THE PROFESSIONAL DEVELOPMENT AND APPRAISAL SYSTEM (PDAS) AS SOLE GCCISD TEACHER APPRAISAL INSTRUMENT EFFECTIVE FOR THE 2011-2012 SCHOOL YEAR.** The motion passed with Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredo voting for the motion.

**8267. CONSIDERATION OF CONSENT AGENDA**

- 1. Tax Refunds**
- 2. Donation**
- 3. Renewal of Competitive Sealed Proposal (CSP) for Maintenance and Repair of Gymnasium and Other Wood Floors**
- 4. Supplemental Request for Proposals (RFPs)**
  - a. General Walk-In Trade For Food, Supplies and/or Services**
  - b. Spirit Wear for Various Departments**
  - c. Maintenance & Building Supplies and Materials**
  - d. Uniform Rental Services**
- 5. Superintendent’s Expenditures**
- 6. Budget Amendments**

Mr. Burg moved and Mr. Hoskins seconded the motion **THAT THE BOARD APPROVE CONSENT AGENDA ITEMS 1 THROUGH 6 AS LISTED IN THE BOARD PACKET**. The motion passed with Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Hoskins, Mr. Loreda, and Mr. Burg voting for the motion.

**1. Tax Refunds**

The Board approved a tax refund in accordance with Section 31.11 State Property Code with provision that no taxes are owed by the referenced parties on any account.

Tax Refunds:

Great American Title Company	\$ 6,546.25
Wells Fargo	<u>\$10,769.34</u>
	\$17,315.59

**2. Donation**

The Board accepted the donation from Ross S. Sterling Football Booster Club in the amount of \$6,100.00, on behalf of the RSS athletic program as recommended by the Administration.

**3. Renewal of Competitive Sealed Proposal (CSP) for Maintenance and Repair of Gymnasium and Other Wood Floors**

The Board approved the renewal of the contract with Jones Hardwood Floors for the maintenance and repair of gymnasium and other wood floors.

**4. Supplemental Request for Proposals (RFPs)**

**a. General Walk-In Trade For Food, Supplies, and/or Services**

The Board approved to add the vendors listed in attachment “A” to the approved vendor listing for general Walk-in trade for Food, Supplies, and/or Services.

**b. Spirit Wear for Various Departments**

The Board approved to add the vendors listed in Attachment “A” to the approved vendor listing for spirit wear for Various Departments.

**c. Maintenance & Building Supplies and Materials**

The Board approved to add the vendors listed on Attachment “A” to the approved the vendor listing for maintenance and building supplies and materials.

**d. Uniform Rental Services**

The Board approved the renewal of the contract with ARAMARK Uniform Services for uniform rental services.

**5. Superintendent’s Expenditures**

The Board approved the expenditures of the Superintendent as presented.

**6. Budget Amendments**

Budget Amendment No. 10

This amendment to redistribute appropriations between functions was requested by Julie Lee, Coordinator – Special Revenue. Due to a decrease in Federal Funding, part-time childcare workers for the pregnancy resource services need to be funded from local funds dedicated to the pregnancy resource services need to be funded from local funds dedicated to the pregnancy resource services for the remainder of the year.

Budget Amendment No. 11

This amendment to increase appropriations of \$2,528,226 in the General Fund was requested by David Fluker, Executive Director of Facilities Management, to incorporate into the District’s books and records funds for various critical projects as identified in the 2010 Facilities Condition Assessment (FCA) report. The Board of Trustees approved the projects at the February 28, 2010, Board meeting.

**8268. CONSIDERATION OF ORDER CANCELING ELECTION AND DECLARING ELECTION OF TRUSTEE IN SINGLE MEMBER DISTRICT THREE (3) AND SIX (6)**

Mr. Loredo moved and Mr. Hoskins seconded the motion **THAT THE BOARD APPROVE THE ORDER DECLARING THE CANCELLATION OF A BOARD ELECTION FOR DISTRICTS 3 AND 6, AS RECOMMENDED BY THE SCHOOL DISTRICT’S ATTORNEY.** The motion passed with Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Hoskins, Mr. Loredo, and Mr. Burg voting for the motion.

**8269. FUTURE BOARD AGENDA ITEMS  
BOARD TRAINING  
BOARD MEETINGS**

Future Board Agenda Items

- Update on Early Resignation/Retirement Notice
- Memorandum of Understanding (MOU) ECHS, bring back April 11
- Superintendent’s Evaluation, April 11

Board Training

- Board Goals
- Review Operating Procedures, this summer

**CLOSED MEETING**

At approximately 7:49 p.m., President Ken Martin recessed the Regular Meeting into a Closed Meeting with the following statement:

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

**Board Reconvenes into Regular Session**

At approximately 8:46 p.m., the Board reconvened into Regular Session with President Ken Martin presiding. No action was taken while in Closed Session.

**8270. CONSIDERATION OF PERSONNEL ACTION**

**Personnel Action:**

Mr. Burg moved and Mr. Hoskins seconded the motion **THAT THE BOARD APPROVE TWO ELECTIONS AND ACCEPT TWENTY FOUR RESIGNATIONS AS LISTED IN THE BOARD PACKET.** The motion passed with Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Loreda, Mr. Hoskins, and Mr. Burg, voting for the motion.

**Elections:**

1. **Eric Poston**, teacher-coach, assigned to Ross S. Sterling High School.
2. **David Suggs**, teacher-coach, assigned to Robert E. Lee High School.

**Resignations:**

1. **Domingo Aguilar**, social studies teacher at Baytown Junior School, is resigning effective June 3, 2011. Mr. Aguilar is resigning for personal reasons.
2. **Martha Aiken**, dyslexia teacher at De Zavala Elementary School, is retiring effective June 3, 2011. Ms. Aiken has been with the District five years, but has 24 years outside the district.
3. **Nettie Autry**, Odyssey lab teacher at School Community Guidance Center, is retiring effective June 3, 2011. Ms. Autry has been with the District 23 years.
4. **Rebecca Armstrong**, second-grade teacher at Lamar Elementary School, is retiring effective June 3, 2011. Ms. Armstrong has been with the District 19 years.

5. **Brenda Bomar**, reading peer facilitator at Carver Elementary School, is retiring effective June 3, 2011. Ms. Bomar has been with the District seven years, but has 23 years outside the district.
6. **Mary Boul**, social studies teacher at Goose Creek Memorial High School, is retiring effective June 3, 2011. Ms. Boul has been with the District 10 years.
7. **Shelley Carter**, sixth-grade science teacher at Highlands Junior School, is retiring effective June 3, 2011. Ms. Carter has been with the District 20 years.
8. **Tami Daniels**, ARRA science teacher at Cedar Bayou Junior School, is resigning effective June 3, 2011. Ms. Daniels is resigning due to the loss of stimulus funds.
9. **Frances Garner**, dyslexia teacher at Ross S. Sterling High School, is retiring effective June 3, 2011. Ms. Garner has been with the District 13 years.
10. **Alicia Jones**, math teacher at Goose Creek Memorial High School, is resigning effective June 3, 2011. Ms. Jones has been accepted into a doctoral program.
11. **Elsa Kleiman**, sixth-grade math teacher at Horace Mann Junior School, is retiring effective June 3, 2011. Ms. Kleiman has been with the District 33 years.
12. **Shari Hale**, second-grade English language arts teacher at Victoria Walker Elementary School, is resigning effective June 3, 2011. Ms. Hale's husband is being transferred to China.
13. **Rebekah Hernandez**, deaf education speech pathologist, is resigning effective June 3, 2011. Ms. Hernandez plans to stay at home with her family.
14. **Carolyn Johnson**, seventh-grade science teacher at Highlands Junior School, is retiring effective June 3, 2011. Ms. Johnson has been with the District 26 years.
15. **Joseph Maire**, math teacher at Robert E. Lee High School, is resigning effective June 3, 2011. Mr. Maire is going back to teaching at the college level.
16. **Tawnya Mitchell**, science teacher at Robert E. Lee High School, is resigning effective June 3, 2011. Ms. Mitchell plans to stay home with her family.
17. **Emilee Morales**, ARRA seventh-grade math teacher at Baytown Junior School, is resigning effective June 3, 2011. Ms. Morales is resigning due to the loss of stimulus funds.
18. **Janis Novosad**, dyslexia teacher at Crockett Elementary School, is retiring effective June 3, 2011. Ms. Novosad has been with the District 22 years.

19. **Cheryl Omtvedt**, second-grade teacher at Alamo Elementary School, is retiring effective June 3, 2011. Ms. Omtvedt has been with the District 21 years.
20. **Jennifer Keyes-Polasek**, physical education teacher at Lamar Elementary School, is resigning effective June 3, 2011. Ms. Keyes-Polasek is seeking employment closer to her home in Humble.
21. **Mary Snellings**, history teacher at Cedar Bayou Junior School, is retiring effective June 3, 2011. Ms. Snellings has been with the District 21 years.
22. **Laura Stewart**, Spanish teacher at Ross S. Sterling High School, is resigning effective June 3, 2011. Ms. Stewart is moving out of the Baytown area to be closer to her family.
23. **Brittany Straub**, ARRA first-grade teacher at Carver Elementary School, is resigning effective June 3, 2011. Ms. Straub is resigning due to the loss of stimulus funds.
24. **Cheryl Sturrock**, science teacher at Goose Creek Memorial High School, is retiring effective June 3, 2011. Ms. Sturrock has been with the District 14 years.

#### **Instructional Contracts:**

Mr. Hoskins moved and Ms. Coffey seconded the motion **THAT THE BOARD APPROVE THE INSTRUCTIONAL PERSONNEL WITH THREE OR MORE YEARS OF SERVICE FOR CONTINUING CONTRACTS; APPROVE INSTRUCTIONAL PERSONNEL WITH PROBATIONARY ONE-YEAR CONTRACTS; APPROVE NURSES, LIBRARIANS, AND SPEECH PATHOLOGISTS ON TERM CONTRACT AS PRESENTED IN THE BOARD PACKET.** The motion passed with Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Loredó, and Mr. Hoskins voting for the motion. Mr. Burg voted against.

#### **Administrator Term Contracts:**

Ms. Coffey moved and Mr. Hoskins seconded the motion **THAT THE BOARD APPROVE THE EXTENSION AND/OR NONEXTENSION OF ADMINISTRATIVE PERSONNEL AND NONCERTIFIED PROFESSIONALS AS RECOMMENDED BY THE ADMINISTRATION AND AS PRESENTED IN THE BOARD PACKET.** The motion passed with Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Burg, Mr. Loredó, and Mr. Hoskins voting for the motion.

#### **Consideration of Termination of Probationary Contract for Leeandria Fordham:**

Mr. Hoskins moved and Ms. Coffey seconded the motion **THAT THE BOARD APPROVE THE TERMINATION OF PROBATIONARY CONTRACT FOR LEEANDRIA FORDHAM.** The motion passed with Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Burg, Mr. Loredó, and Mr. Hoskins voting for the motion.

**Consideration of Termination of Probationary Contract for Cheryl Olivierre:**

Mr. Hoskins moved and Ms. Coffey seconded the motion **THAT THE BOARD APPROVE THE TERMINATION OF PROBATIONARY CONTRACT FOR CHERYL OLLIVIERRE.** The motion passed with Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Sampson, Mr. Burg, Mr. Loreda, and Mr. Hoskins voting for the motion.

**ADJOURNMENT**

President of the Board Ken Martin adjourned the Board meeting at approximately 8:49 p.m.

# **SUPERINTENDENT'S REPORTS**

**Legislative Update [No Insert]**

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

April 11, 2011

**SUBJECT: CONSIDERATION OF MEMORANDUM OF UNDERSTANDING  
EARLY COLLEGE HIGH SCHOOL**

**RECOMMENDED ACTION:** Approve the Early College High School Memorandum of Understanding as presented by the Administration and as reviewed by the School District's attorney. This item was tabled at the March 28, 2011 Board Meeting.

**RATIONALE:** Goose Creek CISD received a grant from the Texas Education Agency in the amount of \$455,000 for the creation and implementation of an Early College High School for Goose Creek CISD students. The 2011-2012 school year will be the second year of operation for Impact Early College High School.

**BUDGET PROVISIONS/ACTION REQUIRED:** TEA Grant

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

Memorandum of Understanding between  
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
And  
LEE COLLEGE  
For Operation of Early College High School

LEE COLLEGE and GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (GCCISD), enter the following contract for the creation of the Early College High School (ECHS) as of April 1, 2010, and for the terms of which WITNESS THE FOLLOWING:

WHEREAS the purpose of this agreement is to outline the collaboration of the parties, as listed above, in creating an ECHS serving grades 9-12 that will provide concurrent enrollment for academic dual credit college courses to traditionally underserved high school students for whom a smooth transition into postsecondary education is now problematic, including low-income or economically disadvantaged students, students at-risk of not graduating, first time college goers, English language-learners, and students for whom the cost of college is prohibitive.

WHEREAS Early College High Schools are schools where students have the opportunity to earn a high school diploma and complete up to 60 credit hours towards an Associate's degree and/or Baccalaureate degree at no cost to the student, the school will add a cohort of approximately 100 students per grade annually until serving at least grades 9-12.

WHEREAS Early College High Schools prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work, during their attendance at ECHS, students will develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other arenas.

All of the students graduating from ECHS will enter post-secondary education and/or training with significant advanced standing.

NOW THEREFORE, the parties of the Memorandum of Understanding mutually agree as follows:

**PURPOSE**

**The purpose of this agreement** is to allow GCCISD ECHS to use designated areas of the LEE COLLEGE campus for conducting classes for ECHS students and for office space to be utilized by faculty and administrators.

**PRINCIPLES FOR PARTNERSHIP**

1. Establishment of a full and equal agreement between LEE COLLEGE and GCCISD that allows a flexible and creative response to the organizational, mission, and fiscal needs of both institutions.

2. Collaboration in planning, implementation, and continuous improvement of Early College High School programs, including the provision for faculty, staff, and administration; curriculum development; training; and student services.
3. Provision of college readiness, dual credit, Tech-Prep, and early college credit courses.
4. Inclusion of personal/civic development programs that provide service learning and other external learning experiences for all students.
5. Financial collaboration that addresses costs of both parties and assists each in obtaining necessary funds from local, state, federal, and private/foundation sources to operate the program successfully.
6. Shared use of facilities, including classrooms, labs, offices, and libraries that reduces the operating costs and promotes collaboration of students, faculty, staff, and community members in program success.
7. Selection of students will target at-risk students and reflect the diversity of the Baytown/Highlands community.

### **DUTIES OF COLLEGE**

LEE COLLEGE agrees to:

1. Collaborate with GCCISD and ECHS officials in the design and execution of challenging and innovative instructional programs including early college, dual credit, and developmental education classes; scheduling of classes; recruitment of eligible students; program evaluation; and marketing the program.
2. Waive all tuition and fees for ECHS students in LEE COLLEGE early college, dual credit, and development education classes.
3. Collaborate with GCCISD and ECHS officials to fulfill grant expectations and seek additional grant dollars in support of the program.
4. Collaborate with GCCISD and ECHS officials to fulfill all Texas Education Agency requirements.
5. Collaborate with GCCISD on the build-out plans and funding arrangements for the agreed upon shared space by ECHS and LEE COLLEGE.
6. Provide routine and normal maintenance to the areas occupied by students, faculty and staff of ECHS including, but not limited to locks, HVAC, plumbing and custodial services.
7. Include the ECHS Principal in LEE COLLEGE instructional council meetings, as appropriate.
8. Provide ECHS faculty, staff, and students with college catalogs, schedules, and ID cards at no charge.
9. Allow all ECHS students the same access to services and facilities as LEE COLLEGE students, including but not limited to the use of the parking, library, computer labs, study rooms, science labs, bookstore, and food or lounge areas.
10. Schedule to lock or unlock buildings and rooms so that ECHS personnel have appropriate access to campus facilities.
11. Provide the same level of security service for the ECHS students and staff as LEE COLLEGE students and staff.
12. Collaborate with GCCISD and ECHS officials on all matters pertaining to student responsibilities, rights, discipline, and insurance.

### **DUTIES OF HIGH SCHOOL**

GCCISD agrees to:

1. Collaborate with LEE COLLEGE officials in the design and execution of challenging and innovative instructional programs (including early college, dual credit, and developmental education classes); scheduling of classes; recruitment of eligible students; program evaluation; and marketing of the program.

2. Collaborate with LEE COLLEGE to fulfill all Agreement guidelines in the offering of Early College, Dual Credit, and Developmental classes.
3. Collaborate with LEE COLLEGE to fulfill all Southern Association of Colleges and Schools (SACS) and Texas Higher Education Coordinating Board requirements.
4. Collaborate with LEE COLLEGE officials to fulfill grant expectations and seek additional grant dollars in support of the program.
5. Collaborate with LEE COLLEGE on the build out plans and funding arrangements for the agreed upon shared space by ECHS and LEE COLLEGE.
6. Pay all costs associated with the set up of telephone, telephone fees, electronic mail and other telecommunication equipment and services for use of the ECHS facility.
7. Provide its own computer equipment, network and software needs for ECHS use.
8. Allow ECHS principal to participate in LEE COLLEGE instructional council meetings, as appropriate.
9. Abide by LEE COLLEGE rules and regulations regarding building use, security, and students' rights and responsibilities.
10. Collaborate with LEE COLLEGE officials on all matters pertaining to insurance, student responsibilities, rights, and discipline.
11. Provide food services for GCCISD ECHS students.

#### **TERM, RENEWAL, TERMINATION**

The terms of this agreement shall commence on April 1, 2010 and will terminate on June 1, 2012 unless renewed or extended by the partners. This MOU may be amended by mutual written agreement of both parties. The MOU will be in force for one year following signing and is renewable based on the consent of the signatory parties. LEE COLLEGE and GCCISD reserve the right to terminate the MOU with or without cause upon service of 90 day written notice to the other party. In this event, the date of termination will be the last day of the current semester or year of ECHS school term, unless otherwise agreed to by the parties. **While in the process of discontinuing, ECHS may not enroll any additional students.**

#### **GOVERNANCE**

The ECHS established under this agreement will be governed by the GCCISD and Lee College Policies and subject to State of Texas, and federal policies, and requirements and laws. The principal of the ECHS will report to the Executive Director of School Administration and Executive Director of Curriculum and Instruction.

#### **ECHS Advisory Committee**

An Advisory Committee comprising of representatives of Lee College and GCCISD will meet monthly (or as needed) during the Planning Phase and at least quarterly (or as needed) during the Implementation Phase in order to facilitate communication, to evaluate instructional activities and programs, to identify issues and challenges, make recommendations, and to enhance collaboration. Specifically, the advisory committee will meet in order to:

- Develop and implement academic and professional policies;
- Develop and implement budgets and a financial plan;
- Supervise annual evaluation of the program;
- Insure adherence to state and federal regulations;
- Review the MOU and/or articulation agreements and to suggest revisions, annually.

Members of the Advisory Committee will include:

1. LEE COLLEGE Representatives: Associate Dean of Student Affairs, Dean of Academic Instruction, Dean of Technical Instruction, and Dual Enrollment Coordinator
2. GCCISD Representatives: ECHS principal, Executive Director of School Administration, Director of Guidance and Counseling, Higher Education Transition Liaison, and ECHS parent representative

The parent representative to this council will be elected following the first parent meeting of the year through onsite nomination/election process. The term of office for the parent representative will be one year.

### **ECHS Operational Council**

An Operational Council, chaired by the ECHS Principal, will meet once every six weeks (or as needed) in order to discuss implementation issues within the school and make recommendations to the ECHS Principal regarding policies, practices, and procedures at the Early College High School.

Members of the Operational Council will include:

1. LEE COLLEGE Representatives: Associate Dean of Student Affairs, counselor, and two college instructors
2. GCCISD ECHS Representatives: Principal, counselor, two faculty members, two parent representatives, and two student representatives

Parent and student representatives to this council will be elected following the first parent-student meeting of the year through an onsite nomination/election process. The term of office for the parent representative will be one year. The term of office for the student representative will be for one year.

### **CURRICULUM AND PROVISION OF COURSES**

LEE COLLEGE and GCCISD will collaborate to ensure that the Early College High School (ECHS) provides a course of study that enables ECHS students to earn a high school diploma and to earn an associate's degree and/or to complete up to 60 college credit hours within four to five years of entering high school.

LEE COLLEGE will give college credit for all approved dual enrollment courses for which articulation agreements have been approved. GCCISD will give high school credit for these approved dual enrollment courses.

The P-16 (P-16 is the shorthand term for a student-focused, comprehensive and integrated system that links all education levels from preschool [P] through post-secondary [16].) council, including GCCISD and LEE COLLEGE staff, will collaborate to develop a general course of study that will ensure that ECHS students are able to meet all TEKS and high school graduation requirements while also earning college credit.

Based on students' interest, a customized education plan shall be established by the ECHS and LEE COLLEGE to meet the academic needs of the student.

### **COURSE COMPLIANCE**

LEE COLLEGE and GCCISD will seek designation as an Early College High School from Texas Education Agency and the Texas Higher Education Coordinating Board.

LEE COLLEGE and GCCISD will ensure that ECHS students are able to meet all TEKS and high school graduation requirements while also earning college credit.

LEE COLLEGE is responsible for ensuring that course goals and standards are understood, and that the same standards of expectation and assessment are applied where LEE COLLEGE courses are offered. LEE COLLEGE will designate staff personnel to monitor the quality of instruction in order to assure compliance with the Course Articulation Agreement and the standards established by the State, the Southern Association of College and Schools, LEE COLLEGE, and GCCISD.

### **ENROLLMENT**

All ECHS students will take the required college placement exams and meet the minimum score requirements as determined by LEE COLLEGE in order to enroll in college courses.

Upon mutual agreement, LEE COLLEGE will assist with enrollment activities for all qualified students wishing to enroll in academic dual credit courses.

College transcripts for ECHS students are the sole ownership of Lee College. High school transcripts for ECHS students are the sole ownership of GCCISD. GCCISD ECHS students will receive weighted grade points to determine their weighted grade point average and class rank, in accordance with the GCCISD Course Description Guide. Grade point average on high school transcripts will be based on a four point, non-weighted scale, per state requirements.

### **INSTRUCTORS, FACULTY AND ADMINISTRATION**

All ECHS instructors must meet state certification requirements in their subject area to teach in the State of Texas. ECHS faculty will be selected based upon their previous experience and success in teaching.

ECHS faculty who meet the requirements necessary to teach courses for LEE COLLEGE will be granted "Adjunct Instructor" faculty status by the College during their period of employment at the ECHS, and will enjoy the benefits thereof.

ECHS faculty will be evaluated annually by GCCISD and by LEE COLLEGE, if also serving as an adjunct instructor.

LEE COLLEGE will pay the salary of instructors who teach college courses. GCCISD will pay the salary of the instructors employed by the ECHS.

### **HIGH SCHOOL ORGANIZATION AND FACILITIES**

The ECHS will be located in a dedicated space or dedicated spaces provided in collaboration with LEE COLLEGE and GCCISD. The space will include classrooms, administrative offices and student support areas. As the ECHS grows, additional space will be designated to meet these needs. It is preferred that all core ECHS classes be located in a dedicated space as the learning communities grow.

### **TUITION AND FEES**

LEE COLLEGE will waive tuition and fees for all ECHS students enrolled in college credit courses.

### **BOOKS AND SUPPLEMENTAL MATERIALS**

All textbooks and supplemental materials required for college classes, as determined by the Course Articulation Agreement, will be the responsibility of **GCCISD**. College textbooks purchased by **GCCISD** may be used for **multiple semesters** from the date of purchase. College textbooks will be issued to students for temporary use through the duration of the course or semester.

### **TRANSPORTATION**

GCCISD will provide transportation for students to and from Early College High School in accordance with GCCISD Transportation Guidelines.

### **INSTRUCTIONAL SCHEDULE AND CALENDAR**

The ECHS will follow a hybrid schedule of that will allow access LEE COLLEGE courses and meet the needs of high school curriculum.

For college credit courses taken for high school credit in the ECHS, the instructional calendar to be used is that of GCCISD. For college credit courses taken for credit at LEE COLLEGE, the instructional calendar to be used is that of LEE COLLEGE.

High school credit courses will meet time requirements established by the Texas Education Code. College credit courses will meet time requirements established by the Texas Higher Education Coordinating Board.

### **STUDENT RECRUITMENT AND SELECTION**

To secure the broadest applicant pool possible, the ECHS will recruit qualified eighth grade students at all of GCCISD's junior schools each year. A recruitment team comprised of the ECHS principal, ECHS counselor, and staff from the GCCISD Administration office will spearhead this effort. This process will include the following activities:

1. Create timeline of recruitment and admission activities
2. Create ECHS website that provides recruitment and admission information
3. Conduct meetings with junior school counselors to introduce and explain the concept of ECHS
4. Conduct eighth grade assemblies and distribute recruitment information to junior school students in the school district
5. Conduct student and parent meetings at all junior school campuses and selected community locations explaining the opportunities and commitment required of ECHS students (Bilingual translation will be made available at all parent presentations)
6. Distribute recruitment/admission information packets to junior school students in the school district

Admission to the ECHS will be limited to students served by GCCISD. The ECHS will identify and target underserved students. GCCISD will accept applications from all GCCISD eighth grade students. Applications will be scored based on a standard rubric that targets students that are at-risk and underrepresented in postsecondary education. Based upon the standard rubric, students with the top 100 scores will be selected for admission to the ECHS.

### **CONDUCT**

ECHS students are required to adhere to rules and regulations outlined in the LEE COLLEGE catalog and GCCISD ECHS handbook. The GCCISD ECHS handbook will include a student code of conduct. Students in violation of these standards will be subject to appropriate disciplinary action.

### **SAFETY**

If an ECHS student, instructor, or administrator should experience an accident or sudden illness on the premises of LEE COLLEGE, the response to such incidents will be based on the operating college regulations, guidelines and procedures.

### **PERFORMANCE**

LEE COLLEGE and GCCISD will evaluate the effectiveness of the program each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will include but not limited to P-16 (P-16 is the shorthand term for a student-focused, comprehensive and integrated system program planning, AEIS/School Report Card, ECHS portfolio, course completion data, student and parent surveys, as well as other forms of college and local community input.

LEE COLLEGE and GCCISD will collaborate to implement a longitudinal tracking process to follow students after they exit the ECHS program and enter college.

### **ADMINISTRATION OF STATEWIDE INSTRUMENTS**

GCCISD will administer all statewide assessment instruments in accordance with TEC Subchapter B, Chapter 39. College instructors will be notified at least 2 days in advance of the assessment as is policy in the dual credit partnership agreement.

### **COURSES OF STUDY**

Students enrolled in Early College High School will complete a course of study that meets the Texas Education Agencies' Distinguished Academic Plan and provides students the opportunity, based on college entrance exam scores, to complete an associate degree.

### **ATTENDANCE AND ENROLLMENT**

GCCISD will keep attendance in accordance with TEC Chapter 25 Subchapter C. LEE COLLEGE agrees to take attendance and provide the information to GCCISD at the District's request as is policy in the dual credit partnership agreement.

First-time students will apply to LEE COLLEGE; turn in completed Release Form and meet testing requirements in accordance with LEE COLLEGE policy. Students will be co-enrolled in GCCISD and LEE COLLEGE each semester that they are in ECHS.

### **COLLECTING AND SHARING DATA**

GCCISD and LEE COLLEGE will share student data as is necessary. All requests for data will be made through the LEE COLLEGE liaison and the ECHS principal.

### **GRADING PERIODS AND POLICIES**

GCCISD will report high school grades to students utilizing the district developed grade reporting calendar. LEE COLLEGE agrees to provide grades no later than at mid semester and the end of the college semester as is policy in the dual credit partnership agreement. GCCISD will issue a report card for students and parents at mid semester for LEE COLLEGE courses.

**FISCAL AGENT**

GCCISD will serve as the fiscal agent for the purposes of this Memorandum of Understanding. Under this arrangement, GCCISD will be the recipient of the ECHS funds from Texas Education Agency.

**BUDGET**

A budget will be developed in collaboration with LEE COLLEGE and GCCISD staff.

LEE COLLEGE will house the ECHS including the ECHS Principal and support staff.

LEE COLLEGE will waive tuition and fees for all ECHS students enrolled in college credit courses.

LEE COLLEGE will support day-to-day operational cost for facilities, college staff and student support services.

GCCISD will support the ECHS' day-to-day high school instructional costs, including administrative and staff salaries, transportation, and other school related expenditures.

GCCISD will assume responsibility for providing college-level textbooks to the ECHS students; however, LEE COLLEGE instructors may be on a multiple semester cycle for usage of textbooks, when applicable.

**SUSTAINABILITY**

LEE COLLEGE and GCCISD have planned and budgeted for sustainability beyond the expenditure of start-up funds. The School District will provide local funds for high school instruction, administration, and professional development beyond the expenditure of startup funds. LEE COLLEGE will provide funds for college instruction and support services, as well as tuition and fee waivers beyond the expenditure of start-up funds.

**RESPONSIBILITIES OF THE PARTIES**

**Regulatory requirements**

All members of the ECHS faculty and administration, as well as any other party connected to the program, must comply with regulations regarding the report of alleged child abuse, school-related crimes, and sexual molestation.

**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.

**Relationship**

It is understood and agreed that Parties are independent contractors. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties or as agent of Parties. The Agreement does not create a joint venture or business partnership under Texas law. Each Party 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 their employees, agents, volunteers, and representatives. They agree that either Party has no responsibility for any conduct of the other Party's employee, agent, volunteer, or representative.

**No Waiver of Immunity**

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

**MODIFICATION OF THE AGREEMENT**

This Memorandum of Understanding may be modified and amended only by mutual agreement of the parties in writing, and any such modification or amendments shall be attached and become a part of this collaboration as if set forth herein.

Should LEE COLLEGE or GCCISD terminate their application for the ECHS the parties agree to return any unspent funds and provide a complete accounting for all expenditures to the date of termination.

IN WITNESS WHEREOF, the parties have duly approved this AGREEMENT EXECUTED IN TWO original counterparts on this \_\_\_\_\_date of \_\_\_\_\_.

\_\_\_\_\_  
LEE COLLEGE

By: \_\_\_\_\_  
LEE COLLEGE President

\_\_\_\_\_  
Goose Creek Consolidated Independent School District

By: \_\_\_\_\_  
GCCISD Superintendent

Revised April 15, 2011

**SCHOOL BOARD AGENDA ITEM SUMMARY**

April 11, 2011

**SUBJECT: CONSIDERATION OF DONATION FROM EXXONMOBIL**

**RECOMMENDED ACTION:** Approve the donation from ExxonMobil in the amount of \$20,000. The funds will be used to provide scholarships for AVID students and fund the 2011 AVID Spring Banquets.

**RATIONALE:** In accordance with Board Policy and Administrative Guidelines, the Board of Trustees approves all donations over \$4999.99.

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

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



**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

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

April 11, 2011

TO: Dr. Toby York  
FROM: Suzanne Heinrich  
SUBJECT: ExxonMobil Donation

For the past four years, ExxonMobil Baytown has provided excellent support of the Advanced via Individual Determination (AVID) program in Goose Creek Consolidated Independent School District. They have provided guest speakers, mentors, financial support of the campus AVID banquets, and scholarships for AVID students.

This year, ExxonMobil is donating \$20,000 to sponsor the campus banquets and additional scholarships for AVID students.

I recommend that the Board of Trustees accept this donation from ExxonMobil.

## SCHOOL BOARD AGENDA ITEM SUMMARY

April 11, 2011

### **SUBJECT: CONSIDERATION OF TEXTBOOK ADOPTION**

**RECOMMENDED ACTION:** Approve the titles selected by the Textbook Selection Committees under Proclamation 2011 being recommended for adoption and use. All instructional materials selected in 2010-11 are on the States of Conforming List and all fall within the allowable state maximum cost. Subjects falling under Proclamation 2011 are as follow: Prekindergarten Systems, Languages Arts Grades 2-8, English I-IV, English as a Secondary Language Grades K-8, Spelling Grades 1-6, Handwriting Grades 1-3, Speech Grades 6-8.

**RATIONALE:** The Board of Trustees adopts textbooks [Board Policies EFA (Legal), Local)].

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

**RESOURCE PERSONNEL:** Dr. Toby York  
Mr. Rick Kirk  
Ms. Diana Cox  
Mrs. Holli Malloy  
Mr. David Yannotta  
Mrs. Jessica Tracey  
Mrs. Karen Coffey  
Mrs. Norma Picacio-Jones



**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**DAVID YANNOTTA, DIRECTOR  
ASSESSMENT AND ACCOUNTABILITY**

**March 28, 2011**

**TO: Rick Kirk**  
**FROM: David Yannotta**  
**SUBJECT: 2010-2011 Textbook Adoption**

The district's 2010-2011 textbook selection process is complete. Instructional materials under Proclamation 2011 were reviewed by district committees and are being recommended for adoption and use. All instructional materials selected in 2010-2011 are on the States Conforming List and all fall within the allowable State Maximum Cost.

I am attaching the following:

- Summary Chart of all committee selections titled **"Textbook Adoption: Proclamation 2011"**
- The Textbook Recommendation Forms used by committees to make their official selections

Subjects falling under Proclamation 2011 are as follows:

- Prekindergarten Systems
- Language Arts, Grades 2-8
- English I-IV
- English as a Second Language, Grades K-8
- Spelling, Grades 1-6
- Handwriting, Grades 1-3
- Speech, Grades 6-8 (Publishers did not offer materials for Speech, Grades 6-8)

Jessica Tracy and Norma Picacio-Jones were the subject area coordinators leading this year's textbook adoption committees. Both coordinators as well as all committee volunteers are to be commended for their hard work and dedication to the district.

Feel free to contact me if you have questions.



**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**DAVID YANNOTTA, DIRECTOR**  
**STUDENT ASSESSMENTS AND ACCOUNTABILITY**

**TEXTBOOK ADOPTION: PROCLAMATION 2011**  
**(2010-2011 School Year)**  
**LANGUAGE ARTS 2-8, ENGLISH I-IV, ESL K-8, HANDWRITING 1-3,**  
**SPELLING 1-6, PRE-KINDERGARTEN**

The district's 2010-2011 textbook selection committees are recommending the adoption and use of the following textbooks/instructional materials as well as all coordinating ancillary materials. All selections are on the State's Conforming List and all fall within the allowable State Maximum Cost.

<b>SUBJECT</b>	<b>PUBLISHER</b>	<b>TITLE</b>	<b>STATUS</b>	<b>PRICE OF BOOK</b>	<b>STATE MAXIMUM COST</b>
Language Arts Gr. 2	Great Source (Houghton Mifflin Harcourt)	Texas Write Source	Conforming	\$37.18	\$41.31
Language Arts Gr. 2 Spanish	Great Source (Houghton Mifflin Harcourt)	Texas Write Source Spanish	Conforming	\$39.88	\$44.31
Language Arts Gr. 3	Great Source (Houghton Mifflin Harcourt)	Texas Write Source	Conforming	\$44.89	\$49.88
Language Arts Gr. 3 Spanish	Great Source (Houghton Mifflin Harcourt)	Texas Write Source Spanish	Conforming	\$46.90	\$52.11
Language Arts Gr. 4	Great Source (Houghton Mifflin Harcourt)	Texas Write Source	Conforming	\$44.89	\$49.88
Language Arts Gr. 4 Spanish	Great Source (Houghton Mifflin Harcourt)	Texas Write Source Spanish	Conforming	\$47.18	\$52.42
Language Arts Gr. 5	Great Source (Houghton Mifflin Harcourt)	Texas Write Source	Conforming	\$47.67	\$52.97
Language Arts Gr. 5 Spanish	Great Source (Houghton Mifflin Harcourt)	Texas Write Source Spanish	Conforming	\$50.88	\$56.53
Language Arts Gr. 6	School Education Group (McGraw-Hill Companies)	Texas Writer's Workspace Gr. 6 (Online Version)	Conforming	\$36.99	\$55.10
Language Arts Gr. 7	School Education Group (McGraw-Hill Companies)	Texas Writer's Workspace Gr. 7 (Online Version)	Conforming	\$36.99	\$55.67
Language Arts Gr. 8	School Education Group (McGraw-Hill Companies)	Texas Writer's Workspace Gr. 8 (Online Version)	Conforming	\$36.99	\$55.67

**Proclamation 2011 (Cont.)**

<b>SUBJECT</b>	<b>PUBLISHER</b>	<b>TITLE</b>	<b>STATUS</b>	<b>PRICE OF BOOK</b>	<b>STATE MAXIMUM COST</b>
English I	Great Source (Houghton Mifflin Harcourt)	Texas Write Source	Conforming	\$63.97	\$63.97
English II	Great Source (Houghton Mifflin Harcourt)	Texas Write Source	Conforming	\$69.41	\$69.41
English III	Great Source (Houghton Mifflin Harcourt)	Texas Write Source	Conforming	\$67.86	\$67.86
English IV	Great Source (Houghton Mifflin Harcourt)	Texas Write Source	Conforming	\$67.86	\$67.86
ESL Gr. K	Rigby (Houghton Mifflin Harcourt Publishers)	Texas On Our Way to English Gr. K	Conforming	\$66.15	\$66.15
ESL Gr. 1	Rigby (Houghton Mifflin Harcourt Publishers)	Texas On Our Way to English Gr. 1	Conforming	\$48.26	\$48.26
ESL Gr. 2	Rigby (Houghton Mifflin Harcourt Publishers)	Texas On Our Way to English Gr. 2	Conforming	\$47.93	\$47.93
ESL Gr. 3	Rigby (Houghton Mifflin Harcourt Publishers)	Texas On Our Way to English Gr. 3	Conforming	\$47.93	\$47.93
ESL Gr. 4	Rigby (Houghton Mifflin Harcourt Publishers)	Texas On Our Way to English Gr. 4	Conforming	\$50.70	\$50.70
ESL Gr. 5	Rigby (Houghton Mifflin Harcourt Publishers)	Texas On Our Way to English Gr. 5	Conforming	\$50.70	\$50.70
ESL Gr. 6	National Geographic/ Hampton Brown	Inside	Conforming	\$50.02	\$52.65
ESL Gr. 7	National Geographic/ Hampton Brown	Inside	Conforming	\$50.02	\$72.21
ESL Gr. 8	National Geographic/ Hampton Brown	Inside	Conforming	\$50.02	\$78.75
ESL Gr. K TE	Rigby (Houghton Mifflin Harcourt Publishers)	Texas On Our Way to English Gr. K	Conforming	\$972.92	\$972.92
ESL Gr. 1 TE	Rigby (Houghton Mifflin Harcourt Publishers)	Texas On Our Way to English Gr. 1	Conforming	\$582.00	\$582.00
ESL Gr. 2 TE	Rigby (Houghton Mifflin Harcourt Publishers)	Texas On Our Way to English Gr. 2	Conforming	\$582.00	\$582.00
ESL Gr. 3 TE	Rigby (Houghton Mifflin Harcourt Publishers)	Texas On Our Way to English Gr. 3	Conforming	\$419.85	\$419.85
ESL Gr. 4 TE	Rigby (Houghton Mifflin Harcourt Publishers)	Texas On Our Way to English Gr. 4	Conforming	\$419.85	\$419.85

**Proclamation 2011 (Cont.)**

<b>SUBJECT</b>	<b>PUBLISHER</b>	<b>TITLE</b>	<b>STATUS</b>	<b>PRICE OF BOOK</b>	<b>STATE MAXIMUM COST</b>
ESL Gr. 5 TE	Rigby (Houghton Mifflin Harcourt Publishers)	Texas On Our Way to English Gr.5	Conforming	\$419.85	\$419.85
ESL Gr. 6 TE	National Geographic/Hampton Brown	Inside	Conforming	\$679.74	\$679.74
ESL Gr. 7 TE	National Geographic/Hampton Brown	Inside	Conforming	\$679.74	\$679.74
ESL Gr. 8 TE	National Geographic/Hampton Brown	Inside	Conforming	\$679.74	\$679.74
Spelling Gr. 1	Zaner-Bloser, Inc.	Spelling Connections	Conforming	\$18.37	\$18.37
Spelling Gr. 2	Zaner-Bloser, Inc.	Spelling Connections	Conforming	\$18.61	\$18.61
Spelling Gr. 3	Zaner-Bloser, Inc.	Spelling Connections	Conforming	\$30.82	\$30.82
Spelling Gr. 4	Zaner-Bloser, Inc.	Spelling Connections	Conforming	\$30.82	\$30.82
Spelling Gr. 5	Zaner-Bloser, Inc.	Spelling Connections	Conforming	\$30.82	\$30.82
Spelling Gr. 6	Zaner-Bloser, Inc.	Spelling Connections	Conforming	\$30.82	\$30.82
Handwriting Gr. 1	Zaner-Bloser, Inc.	Zaner-Bloser Handwriting	Conforming	\$ 9.01	\$9.01
Handwriting Gr. 2	Zaner-Bloser, Inc.	Zaner-Bloser Handwriting	Conforming	\$ 9.01	\$9.01
Handwriting Gr. 3	Zaner-Bloser, Inc.	Zaner-Bloser Handwriting	Conforming	\$ 9.01	\$9.01
Prekindergarten Systems	School Education Group (McGraw-Hill Companies)	The Texas DLM Early Childhood Express	Conforming	\$3612.47	\$3612.47

**SCHOOL BOARD AGENDA ITEM SUMMARY**

April 11, 2011

**SUBJECT: CONSIDERATION OF THE TRI-COUNTY EAST REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SHARED SERVICES ARRANGEMENT**

**RECOMMENDED ACTION:** Approve new Shared Services Arrangement for the provision of services to students with hearing impairments in seventeen (17) member districts.

**RATIONALE:** Provide services to students with hearing impairments in seventeen (17) member districts.

**BUDGET PROVISIONS/ACTION REQUIRED:** FEDERAL AND STATE DEAF EDUCATION BUDGET

**RESOURCE PERSONNEL:** Dr. Toby York  
Ms. Suzanne Heinrich  
Dr. Tom Kelchner  
Mr. David Hodgins



**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

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

**TO:** Suzanne Heinrich  
**FROM:** Tom Kelchner  
**SUBJECT:** Shared Services Arrangement for Tri-County  
East Regional Day School Program for the Deaf  
**DATE:** April 1, 2011

Please find attached a copy of the Shared Services Arrangement for Tri-County East Regional Day School Program for the Deaf. Goose Creek Consolidated Independent School District serves as the fiscal agent for the Tri-County East Regional Day School Program for the Deaf. This agreement replaces the current Shared Services Arrangement in place for the East Harris County Cooperative for Deaf Education-Regional Day School Program for the Deaf.

The new agreement includes the existing ten (10) member districts as well as seven (7) new member districts. The Shared Services Arrangement has been reviewed and certified by attorney David Hodgins of Thompson & Horton.

Please review and forward to the superintendent for approval and inclusion on the April 11, 2011 Board of Trustees meeting agenda. Please call me if you have any questions.

**C:** David Hodgins  
Noemi Garcia

April 1, 2011

Via Regular Mail and/or Electronic Mail

Division of Special Education  
Texas Education Agency  
1701 North Congress  
Austin, Texas 78701

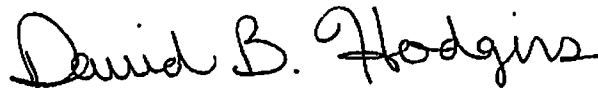
TO WHOM IT MAY CONCERN:

I have reviewed the contents of the Shared Services Arrangement contract of the Tri-County East Regional Day School Program for the Deaf comprised of the following independent school districts: Goose Creek Consolidated, Anahuac, Barbers Hill, Channelview, Crosby, Dayton, Deer Park, Devers, Galena Park, Hardin, Hull-Daisetta, La Porte, Pasadena, Sheldon, and Tarkington.

I certify that this contract meets the requirements set forth in the Texas Education Agency's *Regional Day School Program for the Deaf (RDSPD) Shared Services Arrangement (SSA) Procedures*. I also certify that any additional provisions contained in the contract in no way conflict with the above-referenced procedures or with any applicable federal and/or state legal requirements.

Very truly yours,

Thompson & Horton LLP



David B. Hodgins

DBH

cc: Dr. Thomas Kelchner  
Director of Special Education  
Goose Creek Consolidated Independent School District  
3930 Decker Drive  
Baytown, Texas 77522-0030

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

**TRI-COUNTY EAST**  
**REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF**

**SHARED SERVICES ARRANGEMENT**

WHEREAS, the Goose Creek Consolidated Independent School District (“GCCISD”), Anahuac Independent School District (“AISD”), Barbers Hill Independent School District (“BHISD”), Channelview Independent School District (“CISD”), Cleveland Independent School District (“CISD”), Crosby Independent School District (“CISD”), Dayton Independent School District (“DISD”), Deer Park Independent School District (“DPISD”), Devers Independent School District (“DISD”), Galena Park Independent School District (“GPISD”), Hardin Independent School District (“HISD”), Hull-Daisetta Independent School District (“HDISD”), La Porte Independent School District (“LPISD”), Liberty Independent School District (“LISD”), Pasadena Independent School District (“PISD”), Sheldon Independent School District (“SISD”), and Tarkington Independent School District (“TISD”) hereinafter called “school districts” are authorized to execute this contract pursuant to the provisions of Texas Education Code § 29.007; and

WHEREAS, the school districts desire to enter an agreement creating the “Tri-County East Regional Day School Program for the Deaf” and setting out the purpose, terms, rights, objectives, duties and responsibilities of the parties hereto; NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, that the Goose Creek Consolidated Independent School District (“GCCISD”), Anahuac Independent School District (“AISD”), Barbers Hill Independent School District (“BHISD”),

Channelview Independent School District (“CISD”), Cleveland Independent School District (“CISD”), Crosby Independent School District (“CISD”), Dayton Independent School District (“DISD”), Deer Park Independent School District (“DPISD”), Devers Independent School District (“DISD”), Galena Park Independent School District (“GPISD”), Hardin Independent School District (“HISD”), Hull-Daisetta Independent School District (“HDISD”), La Porte Independent School District (“LPISD”), Liberty Independent School District (“LISD”), Pasadena Independent School District (“PISD”), Sheldon Independent School District (“SISD”), and Tarkington Independent School District (“TISD”), acting by and through their duly authorized officers, do hereby covenant and agree as follows:

**I.**

**NAME AND HEADQUARTERS**

1.1 Name.

The name shall be: “Tri-County East Regional Day School Program for the Deaf” (herein after referred to as “Cooperative”).

1.2 Headquarters.

The place of business shall be located at the administrative offices of the member school district designated as Fiscal Agent pursuant to Section 9.1 of this agreement, namely:

Goose Creek Independent School District  
4544 Interstate 10 East  
Baytown, Texas 77522

## II.

### MEMBERSHIP

Membership in the Cooperative is limited to “school districts” which is defined to mean duly constituted public independent school districts and open-enrollment charter schools.

Anahuac ISD  
804 Mikhael Ricks Dr.  
Anahuac, Texas 77514

Dayton ISD  
P.O. Box 457  
Dayton, Texas 77535

Hull-Daisetta ISD  
P.O. Box 477  
Daisetta, Texas 77533

Barbers Hill ISD  
P.O. Box 1108  
9600 Eagle Drive  
Mont Belvieu, Texas 77580

Deer Park ISD  
203 Ivy Street  
Deer Park, Texas 77536

La Porte ISD  
1002 San Jacinto Street  
La Porte, Texas 77571

Channelview ISD  
1403 Sheldon Road  
Channelview, Texas 77530

Devers ISD  
P.O. Box 488  
Devers, Texas 77538

Liberty ISD  
1600 Grand Avenue  
Liberty, Texas 77575

Cleveland ISD  
316 East Dallas Street  
Cleveland, Texas 77327

Galena Park ISD  
14705 Woodforest Blvd.  
Houston, Texas 77015

Pasadena ISD  
1515 Cherrybrook  
Pasadena, Texas 77502

Crosby ISD  
706 Runneburg Road  
P.O. Box 2009  
Crosby, Texas 77532

Goose Creek CISD  
4544 Interstate 10 East  
Baytown, Texas 77522

Sheldon ISD  
11411 C. E. King Parkway  
Houston, Texas 77044

Hardin ISD  
290 County Road 2003 North  
Hardin, Texas 77561

Tarkington ISD  
2770 FM 163 Cleveland,  
Texas 77327

## III.

### PURPOSE

The purpose of the Cooperative is to provide a system of direct and supportive special education services to eligible students with auditory impairments, but each member district is responsible for providing transportation to eligible students receiving services from the Cooperative.

**IV.**  
**DEFINITIONS**

4.1 Coordinator of the Cooperative.

That person hired to function as coordinator for all cooperative personnel and support staff.

4.2 Cooperative Program.

That program of comprehensive special education for students with auditory impairments being served by the Cooperative.

4.3 Site Campus Personnel.

Personnel who serve only within a member school district (i.e., teachers and interpreters assigned to a site campus housing a Cooperative classroom, or interpreters assigned to a campus other than a campus with the fiscal agent district).

4.4 Cooperative Personnel.

All Cooperative personnel including site campus personnel and itinerant personnel.

4.5 Fiscal Year.

The fiscal year shall be September 1<sup>st</sup> through August 31<sup>st</sup>.

**V.**  
**MANAGEMENT BOARD**

5.1 Composition.

The management board shall be composed of representatives designated by the superintendent from each member district or in the case of open-enrollment charter school member, by the chief operating officer of the charter school. Each superintendent designee or charter school designee shall serve as representatives of their respective boards of trustees or other governing body.

## 5.2 Compensation.

No member of the board shall receive compensation for his or her services. Board members shall, however, be entitled to reimbursement for any necessary and proper expenses incurred by them in the performance of their duties on behalf of the Cooperative as determined by the management board.

## 5.3 Powers and Duties.

The management board shall have the following powers and duties:

- (a) To elect officers as provided in Section 6.1.
- (b) To recommend employment of a Coordinator of the Cooperative to the fiscal agent and to establish the duties to be performed by such person. However, in accordance with the provisions of Paragraph 9.1, the fiscal agent shall have final authority and responsibility for all personnel action.
- (c) To designate site locations for Cooperative classrooms, offices, and materials which meet state and federal requirements.
- (d) To allocate Cooperative personnel among member districts and determine unit usage, and to allocate other funds based on student needs of the Cooperative as a whole.
- (e) To acquire, hold, and sell real and/or personal property.
- (f) To receive bequests, donations, or other monies or property.
- (g) To appoint a member school district as fiscal agent. The fiscal agent shall designate a depository for Cooperative funds.
- (h) To approve, by a majority vote, the admission of additional member school districts into the Cooperative.
- (i) To contract from time to time for the professional services required for the administration and operation of the Cooperative.
- (j) To defend the Cooperative, any member of the management board or any Cooperative personnel in connection with any legal action brought as a consequence of activities performed in the course and scope of service to or employment by the Cooperative. The fiscal agent shall be authorized to purchase professional liability coverage for the Cooperative and

Cooperative personnel. Each member school district shall be responsible for providing professional liability coverage for its representative on the management board, or for claims brought against it by Cooperative personnel, students, or third parties arising from or related to the operation of the Cooperative.

- (k) To authorize the preparation of an annual budget, to adopt and amend the annual budget, to authorize preparation of periodic (not less than quarterly) reports of receipts and disbursements.
- (l) To determine annually the pro rated share of operating funds to be contributed by each member school district to the fiscal agent for the necessary administration and operation of the Cooperative and to effectuate the flow of federal and state funds to the fiscal agent district to be incorporated into the Cooperative budget. All students receiving Cooperative services shall be counted in the student count taken on the official annual Fall PEIMS snapshot.
- (m) To order an audit by the fiscal agent's auditor of the accounts of the Cooperative annually following the close of each fiscal year, charging the cost of the audit to the Cooperative.
- (n) To establish policies and issue directives governing the programs and business of the Cooperative in accordance with state and federal requirements.
- (o) To determine and designate ownership of assets of the Cooperative.
- (p) To take such other action as may be necessary in connection with the administration and operation of the Cooperative.

## **VI.**

### **CHAIRMAN OF THE MANAGEMENT BOARD**

#### **6.1 Selection and Term of Office.**

The chairman of the management board shall be the board representative designated by the superintendent of the fiscal agent school district. The chairman shall serve in such capacity until the member school district he/she represents no longer serves as fiscal agent for the Cooperative.

6.2 Chairman.

The chairman shall perform the following duties:

- (a) In coordination with the Coordinator of the Cooperative, establish and issue a schedule of regular board meetings for the year.
- (b) Develop meeting agendas in cooperation with the Coordinator of the Cooperative and chair all meetings of the management board.
- (c) Represent the Cooperative, or designate a representative, where representation is deemed advisable or necessary in the best interest of the Cooperative and its programs.
- (d) Call special meetings of the boards as provided in Section 7.1(b).
- (e) Perform other duties as may be assigned by the management board.
- (f) Authorize necessary applications for funds, and amendments of such applications.
- (g) Appoint individual(s) to maintain official meeting minutes

6.3 Vacancies.

In the event of the resignation, removal, disability, or death of the chairman, the vacancy thus caused shall be filled by the board from the remaining members of the Management Board until a new fiscal agent is selected or the fiscal agent school district hires a new superintendent.

**VII.**

**CONDUCTING BOARD BUSINESS**

7.1 Meetings.

The management board shall meet at least three (3) times each year at such times and places as may be determined by the chairman.

- (a) Additional meetings of the management board shall be held at a time, place, and date determined the chairman.
- (b) Special meetings of the management board may be called by the chairman or any other member.

7.2 Quorum.

Nine (9) members of the management board present at any meeting which has been called consistent with the terms of this agreement shall constitute a quorum for the transaction of business. Proxies shall be authorized by additional designee of the respective member.

7.3 Voting Procedure.

A quorum being present, any matter brought before a meeting of the management board shall be decided by majority vote. Vote by proxy shall be allowed by letter, email, or additional designee of the respective member. *Robert's Rules of Order* shall prevail at all meetings.

## VIII.

### PERSONNEL

8.1 Authority of Fiscal Agent.

The fiscal agent shall have final authority and responsibility for all personnel actions concerning Cooperative personnel and site campus personnel. All Cooperative employees, including Cooperative personnel and site campus personnel, shall be employed by and subject to the personnel policies and procedures of the fiscal agent district. The fiscal agent may consider any recommendation made by the management board of the Cooperative in connection with the employment of any individual, but is not bound by such recommendation. Each member school district will cooperate with the fiscal agent district in all personnel actions to the extent necessary to effectuate the purposes of this agreement and to protect the interests of all Cooperative members with regards to personnel actions.

8.2 Coordinator of Cooperative.

The Coordinator of the Cooperative must meet state certification requirements for the position and shall be employed by the fiscal agent Board of Trustees. The Coordinator of the Cooperative shall be employed by the fiscal

agent and shall be subject to the personnel policies of the fiscal agent Board of Trustees.

### 8.3 Personnel Management.

- (a) *Cooperative Personnel.* All Cooperative personnel and site campus personnel shall be employed by the fiscal agent and subject to its personnel policies. All personnel must meet state certification requirements for their position as well as requirements outlined by No Child Left Behind (NCLB).

The salary schedule and benefits package for all personnel shall be determined by the salary schedule of the fiscal agent. Accumulation of years of experience with the Cooperative and local and state sick leave shall be transferred without loss to employees in the event of a change of fiscal agent. Requirements for professional growth shall be determined by the fiscal agent school district.

- (b) *Site Campus Personnel.* Site campus personnel shall be subject to the policies and procedures of the district or open-enrollment charter in which they are assigned, including policies and procedures related to duties, work schedule, dress code, in-service/staff development, and any other requirements imposed by the member school district and any campus to which the employee is assigned, provided, in the event of a conflict, the policies and procedures of the fiscal agent shall prevail unless prohibited by law. The Coordinator of the Cooperative shall attempt to resolve any conflicts between the policies and procedures of the campus or member school district to which the employee is assigned and the policies and procedures of the fiscal agent district. In the event that the Coordinator is unable to resolve any conflict, the superintendent of the fiscal agent shall do so. The decision of the fiscal agent superintendent shall be final.
- (c) *Grievance Procedure.* The fiscal agent school district grievance policy and procedures shall apply to any and all employee grievances. The

Coordinator of the Cooperative or the Coordinator of the Cooperative's designee shall serve as the "Level One" Hearing Officer. As appropriate, the principal or principal's designee may participate in presenting information in the Level One hearing and/or subsequent hearings on behalf of the campus administration. Level Two and Level Three grievance appeals shall be subject to the grievance policy and procedures of the fiscal agent. All members of the Cooperative agree to work together and cooperate with each other in connection with any employee grievance.

- (d) *Personnel Qualifications.* The fiscal agent shall be responsible for obtaining emergency or other professional or paraprofessional certificates for Cooperative personnel, including site campus personnel.
- (e) *Appraisal of Cooperative Personnel.* All PDAS procedures, or other appraisal instrument procedures of the fiscal agent, shall be followed. For site campus personnel, who are assigned to work in a member school district, the campus principal or campus principal's designee shall be designated as the teacher supervisor. The Coordinator of the Cooperative or the Coordinator of the Cooperative's designee, however, shall be the main appraiser. There shall be cooperation and collaboration between the principal or principal's designee and the Coordinator of the Cooperative or designee in the overall evaluation of staff and any related employment actions. The campus principal or campus principal's designee in the member school district where site campus personnel are assigned shall provide direct input and information to the appraisal process including, but not limited to, classroom observations, and participation in summative conferences.

For itinerant teachers and support staff assigned to the Cooperative office, the Coordinator of the Cooperative or designee shall be designated as the teacher supervisor and main appraiser. As necessary, the fiscal agent

district will assign any other additional appraiser for itinerant and support personnel.

## **IX. FISCAL AGENT**

### 9.1 Designation.

- (a) The fiscal agent of the Cooperative shall be a member school district which must be accredited and must operate a K-12 system. The Board of Trustees of the fiscal agent shall agree to the assumption of fiscal agent responsibilities. The Goose Creek Independent School District is hereby designated by the management board as fiscal agent for the Tri-County East Regional Day School Program for the Deaf for the term of this agreement, subject to annual renewal by the parties hereto effective October 1<sup>st</sup> of each year.

### 9.2 Duties and responsibilities.

The fiscal agent shall perform the following duties and responsibilities:

- (a) Apply for, receive, safeguard, expend, distribute, and account for all federal, state, and local operating funds as the management board may by policy or directive provide and in accordance with the annual budget and all federal and state requirements.
- (b) Prepare and submit any and all applications, reports and accounting for the Cooperative as required by federal and state authorities.
- (c) Maintain personnel records for all Cooperative personnel employed by the fiscal agent district and administer payroll, federal withholding, state retirement contributions, workers' compensation, unemployment insurance, sick, vacation, and personal leave, group insurance, and all other usual and necessary personnel accounting functions for all Cooperative personnel. Member school districts shall provide such information required by the fiscal agent to fulfill this duty.

(d) In accordance with the policies and directives of the management board, purchase inventory, safeguard, maintain, distribute, dispose of, and account for all real and personal property of the Cooperative.

9.3 Administrative Costs.

Annual administrative costs incurred by the fiscal agent in connection with its duties under this agreement shall be borne by the Cooperative, not to exceed five (5%) of the annual cooperative budget unless such amount is increased by the direct approval of a majority of the management board.

9.4 Cooperative Fiscal Agent Operating Guidelines.

Consistent with state and federal requirements, the management board shall authorize the development of operating guidelines for the Cooperative covering at least the following subjects—allocation of special education units, applications for federal and state funds, reports, personnel accounting, contracts for special education and related services, purchasing, inventory, property management, student services, and staff development. In the absence of any other approved written guidelines or a specific relevant paragraph of this Agreement, the budget process, allocation and accounting of funds, and all other financial matters for the Cooperative shall be conducted in a manner that complies with and is consistent with the state and federal requirements and the relevant local board policies of the fiscal agent school district, Goose Creek ISD.

9.5 Change of Fiscal Agent.

The management board may change fiscal agents by majority vote at a duly called meeting approving a resolution designating the new fiscal agent and specifying the effective date of change. It shall be the responsibility of the incumbent fiscal agent to take all actions necessary to transfer to the new fiscal agent all funds, accounts, records, and property of the Cooperative no later than the effective date specified by the management board.

9.6 Additional Costs or Expenses and Litigations Expenses.

Any additional or uncontrollable costs or expenses not budgeted will be borne by the member school districts on the same pro rata basis as other Cooperative's expenses are shared. To the extent not covered by insurance,

except as limited below, any costs or expenses associated with any complaint, grievance, administrative hearings or litigation against the Cooperative arising from or related to Cooperative operations, including, but not limited to costs of defense and/or the amount of any judgment or settlement, will be borne by the member school districts on the same pro rata basis as other Cooperative's expenses. Each member school district shall maintain its own liability insurance coverage. In the event litigation is brought against the Cooperative itself, the fiscal agent shall be responsible for defending such action. All costs (including attorneys' fees and/or the amount of any judgment or settlement) of such defense shall be considered a Cooperative expense.

Notwithstanding anything to the contrary herein, the member district in which the student is enrolled is responsible for legal costs (including any judgment or settlement), court costs and attorney's fees, resulting from litigation directly involving that student. If the Cooperative is a named party in a legal action, the member district where the student is enrolled remains responsible for legal costs, court costs, and attorney's fees, resulting from litigation directly involving such student, including reimbursement to the Cooperative for any legal costs incurred by the Cooperative. Except as otherwise provided herein, each member district shall also be responsible for legal fees and costs incurred due to complaints, grievances or litigation arising from its own employees or those employees with whom, the member district has an employment relationship.

All member districts agree to reasonably cooperate with each other in the defense of legal actions involving the Cooperative and/or member districts related to Cooperative operations or the students served by the Cooperative.

## **X.**

### **MEMBER SCHOOL DISTRICT RESPONSIBILITIES**

#### **10.1 Program.**

It shall remain the ultimate responsibility of each member school district to provide or cause to be provided a free and appropriate public education, including residential placement, if necessary, to all eligible students with

disabilities residing in such member's district. In regard to direct and support services provided by the Cooperative and other contracting agencies, the resident member school district retains the ultimate responsibility of developing and monitoring the implementation of the student's individualized education plan and reevaluating the appropriateness of the plan as required by law.

All member school districts agree to cooperate with one another in the provision of services so that all children served by the Cooperative may receive a free appropriate public education. Member school districts providing services will follow ARD Committee recommendations concerning the education of each child served by the Cooperative.

#### 10.2 Operational Expenses.

Each member school district shall annually contribute to the Cooperative an amount determined by the management board pursuant to Section 5.3(l) above as the school district's share of the approved budget for operational expenses. Based on the total Cooperative budget, after state and federal funds have been utilized, any budget shortfall shall be pro-rated among the member school districts on a per-pupil basis, based on the official annual Fall PEIMS snapshot student count of the previous school year.

Any member school district that reports zero (0) RDSPD students in the official annual Fall PEIMS snapshot shall pay a placeholder fee for the respective fiscal year as determined by the management board. The placeholder fee will be reviewed annually and determined by the management board by January 31<sup>st</sup> of each year.

Any pro rata contributions from member school district that are unexpended by the Cooperative at the end of a budget year will be rolled forward by the fiscal agent school district to be utilized by the Cooperative for the next budget year.

Any school district that becomes a new member after March 7, 2011 shall pay a one-time membership fee as determined by the management board. The

membership fee will be reviewed annually and determined by the management board by January 31<sup>st</sup> of each year.

### 10.3 PEIMS.

PEIMS reporting for students enrolled in Cooperative programs shall be in accordance with state (TEA) guidelines for Regional Day School Program for the Deaf (RDSPD) Shared Services Arrangement (SSA) procedures. The member school districts which house site campuses, shall report PEIMS student data to TEA for all RDSPD students attending site campuses in the respective districts. Member LEA's shall report PEIMS student data to TEA for all other RDSPD students receiving services from Cooperative personnel at their respective school districts.

Average Daily Attendance will be reported in accordance with state (TEA) guidelines as defined in the Student Attendance Accounting Handbook. The school district where the student is enrolled will report ADA and receive any relevant funding for that student.

### 10.4 Audit Exceptions.

The management board shall investigate and determine the cause of all audit exceptions.

- (a) Any repayment or refund of monies required by any audit exception resulting from any violation of state or federal requirements which is attributed by the management board to a member school district shall be the responsibility of the member school district or districts committing the violation, and the amount of money formally determined by the Texas Education Agency or federal authorities as owing shall be paid to the fiscal agent at the time the Texas Education Agency or federal audit adjustment is charged.
- (b) The management board shall have the authority to resolve all other audit exceptions as may be just and appropriate in the circumstances.

10.5 Administrative Costs.

Each member school district shall be responsible for all administrative costs incurred by it in connection with the performance of any of its duties under this agreement.

(a) Transportation.

Each member school district will provide transportation to eligible students receiving services from the Cooperative;

(b) Interpreting Services.

Each member school district shall be responsible for any and all costs of the provision of interpreting services from the Cooperative for eligible students' participation in extracurricular activities

(c) Assistive Technology (AT) Services, Vision (VI) Services, Occupational Therapy (OT) , Physical Therapy (PT) Services and Other Related Services

Each member school district shall be responsible for the provision of AT, VI, OT, PT, and any other related service for eligible students within the Cooperative

10.6 School District Service Implementation for RDSPD Students.

Upon approval of fiscal agent via a written agreement, personnel from a member district shall be authorized to provide instructional services on behalf of the cooperative. In this circumstance, personnel will be employed by the member district, not by the fiscal agent. All appraisal procedures of that member district will be followed, and personnel performance monitored by the member district.

10.7 Services for Non-RDSPD Students.

A list of support services will be made available for any student with an auditory impairment who is not receiving direct RDSPD instructional services. These support services will be provided at an additional cost to the member district. A fee schedule will be developed and approved annually by the management board. Support services will include: audiometry, FM loaners, hearing aid service or programming, earmolds, staff training, and other services as approved by the management board.

**XI.**

**ADDITION OF MEMBER SCHOOL DISTRICT/PARTICIPATION OF NON-MEMBER SCHOOL DISTRICT OR OPEN-ENROLLMENT CHARTER SCHOOL**

11.1 Any school district or open-enrollment charter school wishing to join the Cooperative may make application by submitting a written request to the chairman of the management board. This request must be approved by the applicant school district's governing body and signed by the President of the governing body and the Superintendent or chief operating officer of the applicant school district prior to submission to the chairman of the management board. The chairman of the management board will present such request to the management board for a vote at the next regularly scheduled board meeting or may call a special meeting for this purpose. If the management board approves the addition of this member by a majority vote, the fiscal agent will request approval by submitting a revised contract to the special education division of the Texas Education Agency. Membership will be deemed effective on the date of approval by TEA or such other date as the Management Board may designate.

11.2 Other non-member school districts or open-enrollment charter schools, having a student with an auditory impairment may request services from the Cooperative. The request for services including any request for placement of a student into the

Cooperative shall be made in writing and forwarded to the Coordinator of the Cooperative. The Coordinator shall request and the non-member requestor shall timely provide the respective student's relevant assessment, ARD Committee documents, and any and all other relevant data/student records related to the student's educational needs. The Coordinator shall notify the Management Board of the request for services as well as, at a minimum, provide the Management Board with a general summary of the student's pertinent educational data. A vote of the Management Board shall be timely held regarding the request for services. For purposes of this section, a vote of the Management Board may be held in person or electronically. The non-member request shall be granted upon the simple majority of the Management Board present and voting. If appropriate and at the request of the Management Board, the requesting district or charter school may be present at a Management Board meeting to present information and clarification of information regarding the specific needs of the student being considered for Cooperative services. As a condition of any approval to receive Cooperative services, the requesting district or charter school shall agree in writing to pay to the Cooperative an amount approved by the fiscal agent based on the type of services required in order to be provide to the student a free and appropriate education. The placement of a non-member student may be reviewed and altered at any time as appropriate.

## **XII.**

### **WITHDRAWAL OF MEMBER SCHOOL DISTRICT OR OPEN-ENROLLEMENT CHARTER SCHOOL**

#### **12.1 Withdrawal Procedure.**

Any member school district or open-enrollment charter school may withdraw from the Cooperative at the end of any fiscal year (September 1<sup>st</sup> - August 31<sup>st</sup> ) by giving prior written notice thereof no later than December 31<sup>st</sup> of the current school year in which notice is given, to the chairman of the

management board and the other member school districts. On the service of such notice:

(a) The withdrawal will automatically become effective at the end of the fiscal year in which notice is given and shall be deemed to carry the approval of the management board unless with thirty (30) days after receiving such notice, the remaining member school district elect to dissolve the Cooperative as provided in Article XIV below and serve written notice thereof on the withdrawing member school district, in which case the notice of withdrawal shall be of no force or effect.

(b) Should the remaining member school districts elect not to dissolve the Cooperative, the Cooperative books shall be closed at the end of the fiscal year in the usual manner. The withdrawing school district shall return all items of Cooperative property in its possession or control to the fiscal agent no later than the end of the fiscal year. Following the close of the fiscal year, the withdrawing school district shall be paid any unexpected amounts shown in its accounts for operating expenses, decreased by encumbrances or other fiscal obligations chargeable to the withdrawing school district. If the outstanding fiscal obligations of the withdrawing school district exceed the amounts in its revenue accounts, the fiscal agent shall give the withdrawing school district written notice of the amount of the difference, which shall be due and payable to the fiscal agent within thirty (30) days after such notice.

### **XIII.**

#### **DISSOLUTION**

##### **13.1 Recommendation of Management Board.**

Upon receiving notice of the withdrawal of a member school district, or on its own motion, a majority of members of the management board may adopt a resolution recommending that the Cooperative be dissolved and directing that the question of such dissolution to be submitted to a vote at a specified regular or special meeting of the management board to be held at least thirty (30) days thereafter. Written notice of the date, time, and purpose of such meeting,

together with a copy of the resolution recommending dissolution, shall immediately be transmitted to the Superintendent or chief operating officer and the President of the governing body of each member school district.

### 13.2 Action by Member School Districts.

At the meeting called for the purpose of considering dissolution of the cooperative, a vote of the management board shall be taken on a resolution to dissolve the Cooperative, which shall be adopted upon receiving the affirmative vote of at least two-thirds (2/3rds) of the entire board membership. Written notice of the resolution to dissolve shall immediately be served upon the Superintendent or chief operating officer and the governing body of each member school district. However, dissolution shall not be effective unless approved by the Commissioner of Education of the State of Texas or designee.

### 13.3 Liquidation.

Upon approval of the dissolution by the Management Board:

- (a) The Cooperative shall cease to carry on its business, except insofar as may be necessary for the appropriate conclusion thereof
- (b) The management board shall cause written notice of the intention of the Cooperative to dissolve to be mailed to each known creditor of and claimant against the Cooperative.
- (c) As directed by the management board, the fiscal agent shall proceed to collect the assets of the Cooperative, convey and dispose of such of its properties as are not to be distributed in kind to member school districts, pay, satisfy, or discharge its liabilities and obligations or make adequate provision for payment and discharge thereof, distribute copies of all student, personnel, and fiscal records to the appropriate member school districts, and do all other acts required to liquidate the business and affairs of the Cooperative. After paying or discharging all the obligations of the Cooperative, or making adequate provision for payment and discharge thereof, the fiscal agent shall then return the remainder of the assets of the Cooperative, either in cash or in

kind, to the member school districts in relation to their pro rata contribution to the Cooperative for the preceding fiscal year.

13.4 Termination.

Upon completion of the liquidation, the fiscal agent shall so report in writing to the management board.

**XIV.**

**RENEWAL**

This agreement shall renew automatically each year unless the Cooperative is dissolved sooner in accordance with its terms. Any amendments must be considered prior to July 1 of each year unless the deadline is waived by a majority vote of the management board.

**XV.**

**MISCELLANEOUS**

The member school districts, by this agreement, have not created any legal entity separate and apart from the member school districts.

EXECUTED this day for an effective date of APRIL 1, 2011.

**ANAHUAC ISD**

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

By: \_\_\_\_\_  
Board President

**BARBERS HILL ISD**

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

By: \_\_\_\_\_  
Board President

**CHANNELVIEW ISD**

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

By: \_\_\_\_\_  
Board President

**DEER PARK ISD**

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

By: \_\_\_\_\_  
Board President

**DEVERS ISD**

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

By: \_\_\_\_\_  
Board President

**CLEVELAND ISD**

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

By: \_\_\_\_\_  
Board President

**CROSBY ISD**

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

By: \_\_\_\_\_  
Board President

**DAYTON ISD**

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

By: \_\_\_\_\_  
Board President

**LA PORTE ISD**

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

By: \_\_\_\_\_  
Board President

**LIBERTY ISD**

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

By: \_\_\_\_\_  
Board President

**GALENA PARK ISD**

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

By: \_\_\_\_\_  
Board President

**GOOSE CREEK CISD**

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

By: \_\_\_\_\_  
Board President

**HARDIN ISD**

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

By: \_\_\_\_\_  
Board President

**HULL-DAISETTA ISD**

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

By: \_\_\_\_\_  
Board President

**PASADENA ISD**

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

By: \_\_\_\_\_  
Board President

**SHELDON ISD**

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

By: \_\_\_\_\_  
Board President

**TARKINGTON ISD**

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

By: \_\_\_\_\_  
Board President

**Revised April 1, 2011**

**SCHOOL BOARD AGENDA ITEM SUMMARY**

April 11, 2011

**SUBJECT: CONSIDERATION OF THE PURCHASE OF ODYSSEYWARE SOFTWARE ON-LINE LICENSE RENEWAL**

**RECOMMENDED ACTION:** Approve the purchase of OdysseyWare On-Line license renewal for 85 licenses at Lee High School, Sterling High School, Goose Creek Memorial High School and Peter Hyland Learning Program (April 2011 – March 2012) for \$51,000.

**RATIONALE:** This will provide a web-based tool to facilitate student recovery of lost high school credits.

**BUDGET PROVISIONS/ACTION REQUIRED:** High School Allotment

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



**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

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

April 11, 2011

TO: Dr. Toby York  
FROM: Suzanne G. Heinrich  
SUBJECT: OdysseyWare Renewal

I am recommending the renewal of the OdysseyWare license for the current Goose Creek CISD high schools and the Peter Hyland Learning Center. This Internet based program has been used successfully for high school students needing to recover credit. The program is used throughout the school day and after school hours. This renewal includes 75 licenses at the high schools and 10 licenses at the Hyland Learning Center. Additionally, we have ten licenses at SCGC.

This purchase will exceed \$25,000; therefore, I will request approval from the Board of Trustees.

**SCHOOL BOARD AGENDA ITEM SUMMARY**

April 11, 2011

**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 2010-2011 Budget

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

**Goose Creek Consolidated Independent School District  
 Estimated Total General Fund Balance  
 As of April 11, 2011**

<b>Audited General Fund Balance as of August 31, 2010 (net of inventory and prepaid items)</b>	<b>\$60,545,365</b>
General Fund Balance Designations at August 31, 2010:	
Disaster Recovery	<u>(\$5,500,000)</u>
General Fund Balance Designations 2010-2011:	
Construction	<u>(\$5,000,000)</u>
	<u>(\$10,500,000)</u>
<b>Audited General Fund Balance less General Fund Designations as of February 28, 2011</b>	<b><u>50,045,365</u></b>
<b><u>Fund Balance Budget Amendments</u></b>	
9/27/10 #2 Purchase Order Roll-forward	(1,882,866)
10/11/10 #4 Construction Activities Due To West Town/Pumphrey Closing	(943,596)
10/25/10 #6 Replace Buses Involved in Wreck	(198,392)
11/22/10 #8 Construction Activities Due To Temporary Transportation Relocation	(256,681)
03/28/11 #11 Various Critical Projects - 2010 Facilities Condition Assessment Report	(2,528,226)
<b>Total Change in Fund Balance</b>	<b><u>(\$5,809,761)</u></b>
<b>Current Estimated General Fund Balance</b>	<b><u>\$44,235,604</u></b>

**BUDGET AMENDMENT**

Amendment No. 12  
Capital Projects Fund and Debt Service Fund  
Fund Nos. 630 and 516

Revenue Decrease:

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
516-00-5711-00-000-1-99-000	Revenue - Taxes Current I/S	<u>\$23,400,000</u>	<u>\$(3,600,000)</u>	<u>\$19,800,000</u>

Operating Transfer Out:

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
630-00-8911-00-000-9-99-000	Operating Transfer Out - Capital Projects Fund	<u>\$ 2,724,500</u>	<u>\$ 3,600,000</u>	<u>\$ 6,324,500</u>

Operating Transfer In:

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
516-00-7915-00-000-1-99-000	Operating Transfer Out - Debt Service Fund	<u>\$ 2,724,500</u>	<u>\$ 3,600,000</u>	<u>\$ 6,324,500</u>

The board adopted the Interest & Sinking Fund (516) based on an increase of the I&S tax rate of six cents. However, the adopted I&S tax rate was an increase of two cents and this amendment reduces the local tax revenue for the I&S fund by \$3,600,000 and increases the Operating Transfer In - Debt Service Fund and the Capital Projects Fund amounts by \$3,600,000.



Signature

**BUDGET AMENDMENT**

Amendment No. 13  
 General Fund  
 Fund No. 199  
 Local Maintenance Fund

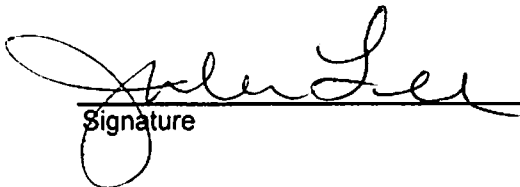
**APPROPRIATIONS (DECREASE)**

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-31-6119-00-876-1-23-000	Professional Salary - Counselor	\$ 64,025	\$ (64,025)	\$ -
199-31-6141-00-876-1-23-000	Social Security	928	(928)	-
199-31-6142-00-876-1-23-000	Health Insurance	2,700	(2,700)	-
199-31-6142-00-876-1-23-227	EAP - Life Insurance	336	(336)	-
199-31-6143-00-876-1-23-000	Workers Compensation	576	(576)	-
199-31-6146-00-876-1-23-000	TRS	371	(371)	-
199-31-6148-00-876-1-23-000	Long Term Disability	224	(224)	-
	<b>TOTAL</b>	<u>\$ 69,160</u>	<u>\$ (69,160)</u>	<u>\$ -</u>

**APPROPRIATIONS INCREASE**

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-21-6129-00-876-1-23-000	Clerical Support Staff Salaries	\$ -	\$ 53,860	\$ 53,860
199-21-6141-00-876-1-23-000	Social Security	1,065	750	1,815
199-21-6142-00-876-1-23-000	Health Insurance	2,700	5,500	8,200
199-21-6143-00-876-1-23-000	Workers Compensation	661	550	1,211
199-21-6149-00-876-1-23-000	Pension	-	6,500	6,500
199-21-6411-00-876-1-23-000	Travel and Subsistence	-	2,000	2,000
	<b>TOTAL</b>	<u>\$ 4,426</u>	<u>\$ 69,160</u>	<u>\$ 73,586</u>

This amendment to redistribute appropriations between functions 31 guidance, counseling and evaluating services and 21 instructional leadership is requested by Dr. Kelchner, Director of Special Education, to reallocate funds dedicated to the Deaf Education counselor position since this position is now being paid from State Deaf grant funds. This will ensure we do not go over budget in function 21 until the State Deaf grant reimburses the district for these positions at the end of this fiscal year.

  
 \_\_\_\_\_  
 Signature

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

**C L O S E D   M E E T I N G**

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

**Recess into Closed Meeting**

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

Texas Government Code Section:

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

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

**SCHOOL BOARD AGENDA ITEM SUMMARY**

April 11, 2010

**SUBJECT: CONSIDERATION OF PERSONNEL ACTION**

**RECOMMENDED ACTION:** Accept one (1) resignation.

**RATIONALE:** Accommodate employee's request to resign.

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

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

/jr

**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

Office of the Superintendent  
Baytown, Texas

April 11, 2011

**RESIGNATION**

1. **Karen Dyer**, physical education teacher at Travis Elementary School, is retiring effective June 3, 2011. Ms. Dyer has been with the district 11 years but has a total of 31 years experience.