



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

DATE, TIME, LOCATION: MONDAY, AUGUST 8, 2011, 6:30 PM
REGULAR MEETING OF THE BOARD OF TRUSTEES
ADMINISTRATION BUILDING BOARD ROOM
4544 INTERSTATE 10, BAYTOWN, TEXAS

AGENDA

1. CALL TO ORDER/DECLARATION OF QUORUM
2. OPENING EXERCISES
3. PUBLIC HEARING - The Board will Hold a Public Hearing at 6:30p.m., on August 8, 2011 Regarding The Optional Flexible School Day Program (OFSDP) 3
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8. 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.

PUBLIC HEARING

The Optional Flexible School Day Program (OFSDP)

CITIZENS' PARTICIPATION

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

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

July 25, 2011

The Board of Trustees and the Administrative Staff of the Goose Creek Consolidated Independent School District met in a Regular Board Meeting on Monday, July 25, 2011, in the Board Room of the Administration Building, 4544 Interstate 10, 6:30 p.m., with the following Board members present:

PRESENT: Ms. Jenice Coffey, President; Mr. Daniel Blackford, Secretary;
Mr. Jimmy Smith, Assistant Secretary; Mr. Carl Burg;
Mr. Agustin Loreda; and Mr. Ken Martin

ABSENT: Mr. Howard Sampson, Vice President

OPENING EXERCISE

The Opening Exercise for the July 25, 2011, Board Meeting was given by Board Members. Board President Jenice Coffey asked for a moment of silence and gave the prayer. Board Member Carl Burg led the Pledges of Allegiance to the United States and Texas flags.

CITIZENS PARTICIPATION

Ms. Daryl James addressed the Board of Trustees regarding donating school supplies for teachers and staff of GCCISD.

DISPOSITION OF MINUTES

July 11, 2011, Regular Board Meeting

Mr. Martin moved and Mr. Burg seconded the motion **THAT THE BOARD APPROVE THE MINUTES FOR THE JULY 11, 2011, REGULAR BOARD MEETING AS PRESENTED.** The motion passed with Ms. Coffey, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loreda, and Mr. Martin voting for the motion.

DISCUSSION ITEMS

8310. DISCUSSION OF SUPERINTENDENT'S REPORTS

Goose Creek CISD 2011-2012 Budget and Tax Rate

Mr. Pete Pape, Chief Financial Officer, and Ms. Charlene Piggott, Director of Tax Services, presented the 2011-2012 Proposed Budget and Tax Rates.

Mr. Pape stated that his goal is to approve the budget and tax rates on August 22, 2011. He explained how by law the Board must adopt the budget by August 30, 2011 and by law districts must adopt tax rates within 60 days of receiving certified values from appraisal district.

Mr. Pape reviewed the presentation on the Budget and discussed the following topics:

- The Budget
- Tax Rates – 1. Maintenance & Operations
 2. Interest & Sinking
- 2008/09 – Current
- 4-Year Debt Service forecast
- 2005 Bond Funds as of 6/30/2011
- Average Residence Property Value
- Tax Rate options
- Estimated Annual Bond Payment Amounts

Goose Creek CISD Facilities Update

Deputy Superintendent Dr. Byron Terrier, Executive Director of Facilities Management David Fluker, Construction Project Manager Bruce Riggs, and Karen Smithson, Principal of Impact Early College High School at Lee College presented a facilities report consisted of oral and PowerPoint information on the following:

A preliminary design for the Early College High School has been completed for 25,000 SF, two story building to accommodate approximately 400 students and Includes:

- 14 classrooms and a book storage room
- Science lab for chemistry, biology and physics
- Cafetorium for 100 students
- Offices, work rooms and restrooms
- Parking lots and bus drop-off areas

Discussed three cost estimates based on different delivery systems:

- Barlett cocke “Site Build” using the CM@R method
- RamTech “Design Build” modular system
- Nortex “Modular building” system

Annual Review of Board Policies Regarding Child Abuse and Neglect

Ms. Suzanne Heinrich, Executive Director of Administrative Services, Dr. Patty Bing, Director of Student Services, and Ms. Janci Alexander-Alfaro, Director of Counseling gave the Board of Trustees an annual review of Board Policies regarding child abuse and neglect.

The following Board Policies regarding child abuse and neglect were reviewed:

- DH (Legal), DH (Local), and DH (Exhibit), Employee Standards of Conduct
- FFG (Legal) and (Exhibit), Student Welfare: Child Abuse and Neglect
- GRA (Legal), GRA (Local), and GRA (Exhibit), Relations with Governmental Entities: Local Governmental Authorities

ACTION ITEMS

8311. CONSIDERATION OF RESOLUTION COMMITTING FUND BALANCE IN ACCORDANCE WITH GASB 54 INCLUDING DESIGNATIONS THERETO

Mr. Loredo moved and Mr. Blackford seconded the motion **THAT THE BOARD APPROVE THE RESOLUTION COMMITTING FUND BALANCES IN ACCORDANCE WITH GASB 54 REGULATIONS AS ATTACHED.** The motion passed with Ms. Coffey, Mr. Blackford, Mr. Jimmy Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion.

GCCISD's financial goal is to have a sufficient balance in the operating fund with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The District shall strive to maintain a yearly fund balance in the general operating fund in which the total fund balance is 33 percent of the total operating expenditures and the unassigned fund balance is 25 percent of the total operating expenditures.

\$5,000,000 is committed for future construction expenditures

\$5,500,000 is committed for future disaster recovery

8312. CONSIDERATION OF CONSENT AGENDA

- 1. Second Reading of DNA (Local): Performance Appraisal Evaluation of Teachers**

- 2. Advancement Via Individual Determination (AVID) Program Contract**
- 3. Highpoint Alternative Education Program Memorandum of Understanding**
- 4. Juvenile Justice Alternative Education Program (JJAEP) Memorandum of Understanding**
- 5. Communities In Schools Baytown Memorandum of Agreement**
- 6. Expedited Waiver from Participating in the Teacher Data Portal of the Texas Assessment Management System**
- 7. Budget Amendments**

Mr. Loredo moved and Mr. Smith seconded the motion **THAT THE BOARD APPROVE ITEMS 1 THROUGH 7 OF THE CONSENT AGENDA AS PRESENTED IN THE BOARD PACKET.** The motion passed with Ms. Coffey, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion.

Second Reading of DNA (Local): Performance Appraisal Evaluation of Teachers

The Board approved the second reading for Board Policy DNA (Local) Professional Development and Appraisal System (PDAS) for the appraisal of teachers.

Advancement Via Individual Determination (AVID) Program Contract

The Board approved the contract and the payment of membership/license fees/training/materials for the Advancement Via Individual Determination (AVID) program at Goose Creek Memorial High School, Robert E. Lee High School, Ross s. Sterling High School, Impact ECHS and Horace Mann Junior School.

Highpoint Alternative Education Program Memorandum of Understanding

The Board of Trustees approved the District's participation in the Highpoint School Alternative Education Program.

Juvenile Justice Alternative Education Program (JJAEP) Memorandum of Understanding

The Board approved the District's participation in the Harris County Juvenile Justice Alternative Education program.

Communities In Schools Baytown Memorandum of Agreement

The Board approved the Communities In Schools-Baytown CISB/GCCISD Memorandum of Agreement for the 2011-2012.

Expedited Waiver from Participating in the Teacher Data Portal of the Texas Assessment Management System

The Board approved the expedited waiver allowing GCCISD to local teacher data portals rather than the one provided by TEA.

Budget Amendments

The Board approved Amendments No. 21 through 24 as stated in Section 23.47 of the Texas Education Code and reflect the amendments in the official minutes of the Board of Trustees.

Amendment No. 21

This amendment to redistribute appropriations between Functions, 11, Instructional, and 52, Security and Monitoring Services, was requested by Pete Pape, Chief Financial Officer, to purchase a replacement security vehicle.

Amendment No. 22

This amendment to increase estimated operating transfers in for the Debt Service Fund and operating transfers out for the Capital Projects Fund was requested by Pete Pape, Chief Financial Officer, to transfer \$2,900,000 to the Interest and Sinking Fund for the 2010-11 school year. Moving \$2,900,000 will allow the District to meet the August 2011 Bond Payment Schedule.

Amendment No. 23

This amendment to increase estimated revenues and appropriations of \$15,000 in a General Fund was requested by Pete Pape, Chief Financial Officer, to incorporate into the District's books and records funds to purchase supplies for the District's tax office. Additional supplies are needed to cover the costs associated with adding Crosby Independent School District as a tax service client

Amendment No. 24

This amendment to redistribute appropriations between Functions, 93, Member District Payments and 11, Instructional , was requested by Pete Pape, Chief Financial Officer, to renovate Special Education classrooms at Ross S. Sterling High School.

**8313. FUTURE BOARD AGENDA ITEMS
BOARD TRAINING
BOARD MEETINGS**

Future Board Agenda Items

- Transportation Update
- Insurance Contracts

Board Training

- Gulf Coast Area Association of School Boards meeting – August 31
- TASA/TASB Convention – September 30- October 2

Board Meetings/Workshops

- Board Goals Development – August 16, 2011

CLOSED MEETING

At approximately 8:22 p.m., President Jenice Coffey recessed the Regular Meeting into a Closed Meeting with the following statement:

“This Board will now recess into 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, Discussion personnel or to hear complaints against personnel. No action will be taken while the Board is in Closed Meeting.”

Board Reconvenes into Regular Session

At approximately 8:43 p.m., the Board reconvened into Regular Session with President Jenice Coffey presiding. No action was taken while in Closed Session.

8314. CONSIDERATION OF PERSONNEL

Personnel Action:

Mr. Burg moved and Mr. Smith seconded the motion **THAT THE BOARD APPROVE THE NINE ELECTIONS AND ACCEPT THE SIX RESIGNATIONS AS PRESENTED IN THE BOARD PACKET.** The motion passed with Ms. Coffey, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion.

Elections Approved:

1. **Randy Barnette**, teacher-coach, assigned to Robert E. Lee High School.
2. **Gary Cochran**, teacher, assigned to Ross S. Sterling High School.
3. **ALeandria Fordham**, teacher, assigned to Lamar Elementary School.
4. **Lyndsey Hartrick**, teacher, assigned to Gentry Junior School.

5. **Kyleigh Parker**, teacher, assigned to San Jacinto Elementary School.
6. **Teresa Rashall**, teacher, assigned to Ross S. Sterling High School.
7. **Ryan Saunders**, teacher, assigned to Gentry Junior School.
8. **Terry Sapp**, teacher-coach, assigned to Goose Creek Memorial High School.
9. **Amanda Wyatt**, teacher, assigned to Ashbel Smith Elementary School.

Resignations Accepted:

1. **Martha Doucette**, English teacher at Ross S. Sterling High School, resigned effective July 8, 2011. Ms. Doucette plans to stay home following maternity leave.
2. **Ponda Griggs**, math teacher at Ross S. Sterling High School, resigned effective July 7, 2011. Ms. Griggs accepted a position with another school district.
3. **Rich Lucero**, Spanish teacher and coach at Ross S. Sterling High School, resigned effective June 29, 2011. Mr. Lucero accepted a position at Katy ISD.
4. **Michael Manley**, Director of Operations and Grounds, is retiring effective July 31, 2011. Mr. Manley has been with the district 35 years.
5. **Charlotte Read**, special education teacher at Lamar Elementary School, resigned effective July 15, 2011. Ms. Read moved back to Arkansas to take care of her mother.
6. **Ruth Rios Valeen**, Title I teacher at Travis Elementary School, resigned effective July 7, 2011. Ms. Rios Valeen accepted a position with Fort Bend ISD.

Administrative Elections:

Mr. Smith moved and Mr. Burg seconded the motion **THAT THE BOARD APPROVE THE ELECTION OF ADRIANA ARCE, ELEMENTARY MATH INSTRUCTIONAL SPECIALIST**. The motion passed with Ms. Coffey, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loreda, and Mr. Martin voting for the motion.

CLOSED MEETING

At approximately 8:46 p.m., President Jenice Coffey recessed the Regular Meeting into a Closed Meeting with the following statement:

“This Board will now recess into 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, Discussion personnel or to hear complaints against personnel. No action will be taken while the Board is in Closed Meeting.”

Board Reconvenes into Regular Session

At approximately 9:38 p.m., the Board reconvened into Regular Session with President Jenice Coffey presiding. No action was taken while in Closed Session.

8315. CONSIDERATION OF ADMINISTRATIVE PERSONNEL

Mr. Smith moved and Mr. Blackford seconded the motion **THAT THE BOARD DENY THE LEVEL III GRIEVANCE WITH SUZANNA RAYMUNDO** . The motion passed with Ms. Coffey, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loreda, and Mr. Martin voting for the motion.

ADJOURNMENT

President Coffey adjourned the Board Meeting at approximately 9:41 p.m.

SUPERINTENDENT'S REPORTS

1. Goose Creek CISD 2011-2012 Budget and Tax Rate
2. Goose Creek CISD Transportation Update
3. Goose Creek CISD Insurance Update

Great news concerning school finance. Version 3 of the school finance template has been released and when compared to the version we've used up until this time the district's revenue increased \$4,000,000 due to the template adding \$120/WADA to the districts.

2011 / 12 Budget Update

August 8, 2011

By Pete D. Pape, CPA
Chief Financial Officer

Scheduling & Staffing

- ▶ Central & Campus Admin 350,973 \$
- ▶ Teaching positions \$4,565,000
- ▶ Para-professionals 160,000 \$
- ▶ Special Education 411,550 \$
- ▶ Operations 717,907 \$

Total Budget Reductions

▶ 15% Department Reduction	\$ 3,296,000
▶ Facilities & Transportation	\$ 400,000
▶ Instructional (Non-Salaries)	\$ 427,000
▶ Scheduling & Staffing	\$ 6,205,430
▶ OT/Sign-on Bonuses/Ed. stipends	\$ 600,000
▶ Contracted Services	\$ 560,000
▶ Transferred to Food Service	\$ 300,000
▶ Total 2011/12 Budget Reductions	\$11,788,430

2011/12 M&O Budget

M&O Revenue (Version 3)

Description	2010/11	2011/12	2012/13
SB-1 (11/12 & 12/13)	170,000,000	165,170,000	160,700,000
Student Growth		1,000,000	1,000,000
Total Revenue:	170,000,000	166,170,000	161,700,000
Total Expenses*:	170,000,000	159,311,570	159,311,570

2011/12: Edu-Jobs \$3,520,000
 2011/12: Due From TEA \$9,000,000
 2011/12: Chambers County PSF \$1,300,000

*Includes \$1,100,000 loss in state grants

Proposed Compensation Plan

Compensation Plan for 2011/12

- ▶ **Adopt hiring payscale:**
 - ▶ Roll 2010/11 hiring scale
- ▶ **One-time salary enhancement to all employees:**
 - ▶ Fixed amount
 - ▶ Paid in fall of 2011 (possibly in check prior to Winter break)

- ▶ Per TASB; assuming district provided both the state-mandated raise and increase in 2009/10 and 2010/11 corresponding to additional years of experience, then district has fulfilled its obligation to give pay increases. State law does not require similar increases for 2011/12.

Health Insurance Premiums

2011/12 Health Insurance Premiums

Plan	Employee Count	Annual Increase	Per Payroll Increase (%)
HDAC-1 EE Only	48	\$300	68%
HDAC-1 EE/Spouse	7	\$732	15%
HDAC-1 EE/Child(ren)	21	\$468	21%
HDAC-1 EE/Family	1	\$960	13%
Total HDAC-1:	77		
AC-1 EE Only	447	\$336	39%
AC-1 EE/Spouse	69	\$768	14%
AC-1 EE/Child(ren)	76	\$540	18%
AC-1 EE/Family	74	\$852	14%
Total AC-1:	666		

2011/12 Health Insurance Premiums

Plan	Employee Count	Annual Increase	Per Payroll Increase (%)
AC-2 EE Only	662	\$456	22%
AC-2 EE/Spouse	56	\$1,032	13%
AC-2 EE/Child(ren)	166	\$720	15%
AC-2 EE/Family	98	\$1,128	12%
Total AC-2:	982		
AC-3 EE/Only	47	\$612	17%
AC-3 EE/Spouse	7	\$1,380	15%
AC-3 EE/Child(ren)	8	\$972	13%
AC-3 EE/Family	4	\$1,524	14%
Total AC-3:	66		
Total All Plans:	1,791		

Proposed M&O and I&S Tax Rates

Proposed Tax Rates

- ▶ Proposed Tax Rate Notice
- ▶ Maintenance & Operations (M&O) \$1.04 (same)
- ▶ Interest & Sinking (I&S) \$0.30213
(+.04)

- ▶ Admin's Recommendation to be Adopted on Aug 22, 2011
 - ▶ M&O \$1.04 (same)
 - ▶ I&S \$0.29213 (+.03)

▶ Questions/Comments

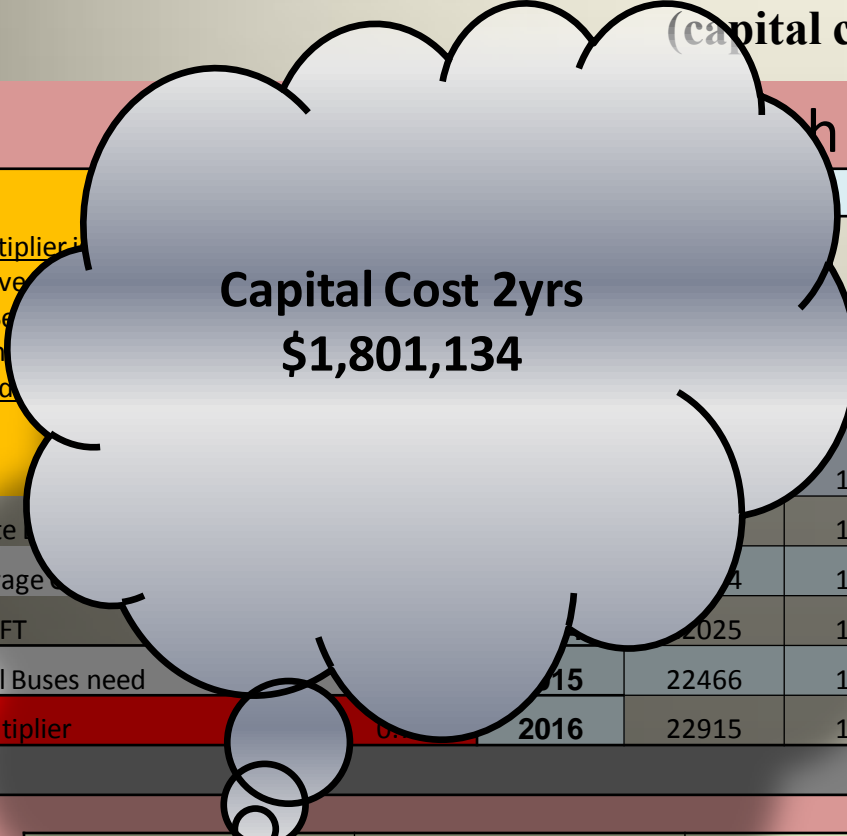
2011-2012 Student Walk Zone Presentation

Why the need now?

- In October 2010, District department leaders participated in Process and Performance Management Training with a nationally know team from the American Productivity & Quality Center, in preparation for state funding cuts and for a projected 15% budget reduction.
- During a comprehensive evaluation of the Transportation Department, it became evident the District did not have adequate resources to effectively meet the needs of both daily routes and other campus needs. Additionally, over \$1.8 million dollars would be needed for new buses for student growth and replacement over the next two years.
- With the cost of new and replacement buses, the increased cost of fuel annually (\$350,000), budget reductions, and the addition of routes for ECHS student population growth (100), it was determined the District could no longer afford to continue to implement standards abandoned by most districts long ago.
- Shortly after the approval of new campus attendance zones, the development of new, more efficient routes began through the use of our new routing program, Transfinder. Additionally, the selection of a walk zone criteria that paired existing walk zones with the newly added or expanded walk zones was completed.

Cost of Poor Quality (COPQ)

Based on current bell schedule and walk zones below, figures show current and future spending for growth at current inefficiencies (capital costs only)



Calculations

				108 Routes				Cost Per Bus	Cost Per Year
Multiplier	at given	Se	en	Students Reported	Total Buses Needed	Total in Fleet	Buses Needed for Growth		
				13761	145	134	11	\$99,236	\$1,091,596.00
Route				13761	148	145	3	\$104,198	\$312,594.00
Average				14036	151	148	3	\$109,408	\$328,224.00
EC / FT				14316	154	151	3	\$114,878	\$344,634.00
Total Buses need	15		22466	14603	157	154	3	\$120,622	\$361,866.00
Multiplier	2016		22915	14895	160	157	3	\$126,653	\$379,959.00

Total Replacement Cost By Years 2010-2016	2011 -2012	\$396,944.00
	2012 -2013	\$1,875,560.40
	2013 -2014	\$328,223.07
	2014 -2015	\$1,033,902.67
	2015 -2016	\$1,206,219.78
	2016 -2017	\$3,419,633.08
Total Cost 5 Yrs		\$8,260,483.01

Total Growth Cost By Year	2011 -2012	\$1,091,596.00
	2012 -2013	\$312,594.00
	2013 -2014	\$328,224.00
	2014 -2015	\$344,634.00
	2015 -2016	\$361,866.00
	2016 -2017	\$379,959.00

Total Cost 6 Yrs \$2,818,873.00

Cost Avoidance

Total Cost Avoidance
\$2,137,134

Current Budget Savings \$336,000
11-13 Capitol Savings \$1,801,134

	Buses Needed	Total in Fleet	Buses Needed for Growth	Cost Per Bus	Cost Per Year
Multi	133	134	-3	\$99,236	(\$297,708.00)
at	133	134	-1	\$104,198	(\$104,198.00)
	136	134	3	\$109,408	\$328,224.00
	139	135	3	\$114,878	\$344,634.00
Total Buses need	142	138	3	\$120,622	\$361,866.00
Multiplier	144	141	3	\$126,653	\$379,959.00

Total Replacement Cost By Years 2010-2016	2011 -2012	(\$396,944.00)
	2012 -2013	\$1,875,560.40
	2013 -2014	\$328,223.07
	2014 -2015	\$1,033,902.67
	2015 -2016	\$1,206,219.78
	2016 -2017	\$3,419,633.08
Total Cost 5 Yrs		\$7,863,539

Total Growth Cost By Year	2011 -2012	(\$297,708.00)
	2012 -2013	(\$104,198.00)
	2013 -2014	\$328,224.00
	2014 -2015	\$344,634.00
	2015 -2016	\$361,866.00
	2016 -2017	\$379,959.00

Total Cost 5 Yrs \$1,012,777.00

2006 Walk Zone Criteria

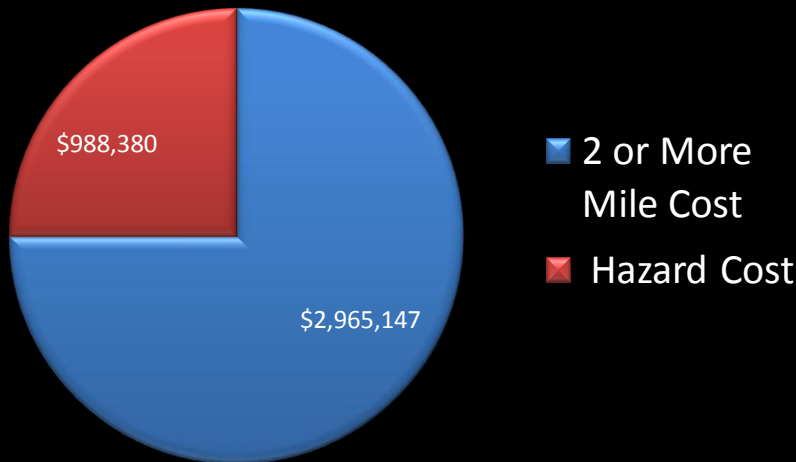
- Criteria for those students living closer than 2 miles has not been updated or reevaluated for changes in the area since 2006.
- Guidelines for GCCISD recognize student eligibility for transportation at the 2 mile threshold.
- The criteria which defined appropriate hazards was vague and not equally applied to all areas due to changes in area conditions, such as new roads, crosswalks, walkways and cross guard scenarios.
- Prior criteria did not take into consideration age for walking students, only distance.

What is the 2 mile rule ?

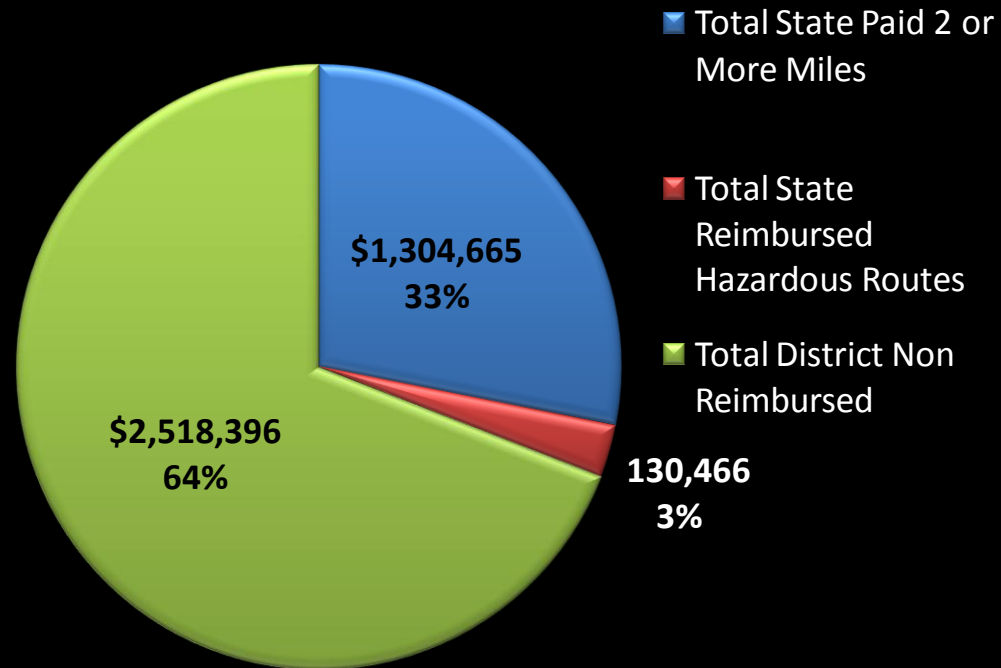
The District may apply to the Commissioner of Education for an additional amount of up to ten percent of its regular transportation allotment to be used for the transportation of students living within two miles of the school they attend who would be subject to hazardous traffic conditions if they walked to school.

If the District chooses to implement hazardous routes, only 10% of the entire 2 or more mile reimbursement amount will be given to the District for running them no matter what it costs the District.

Current District Transportation Cost



State Reimbursements



2011-2012 Walk Zone Criteria

- Guidelines for GCCISD continue to recognize student eligibility for transportation at the 2 mile threshold.
- Criteria for those students living closer than 2 miles is based on best practice formula widely used throughout the state.
- The criteria which defined appropriate hazards was documented and equally applied to all areas.
- Criteria takes into consideration
 - age for walking students
 - description of the area
 - types of streets to be crossed
 - distance
 - traffic density
 - available traffic controls
 - speed limits.
- This criteria also allows for the flexibility to areas of concern (grey areas) to be still within a hazard route.
- Utilizing this criteria removes personal influences in determining walk zones and bases difficult decisions on fact.

Districts evaluating current walk zones and reducing routes due to budget restraints include:

Houston	Humble	North Side
Clear Creek	Alief	Fort Worth
El Campo	Bay City	Frisco
Conroe	Judson	Brownsville
Fort Bend	Round Rock	North West
Aldine	Hays	Keller
Spring	Hutto	Burleson

Districts evaluating walk zones using our criteria include:

Spring	Dripping Springs	North Side
Conroe	Alief	CyFair
Fort Bend	Mesquite	Sheldon
Humble	Judson	
McKinney	Friendswood	
Lake Travis	Round Rock	
Austin	Hutto	

**Route / Stop
Evaluation Form**

SCHOOL:

AREA:

This evaluation form should be used when evaluating stops / routes, but is not meant to be the final authority, professional judgment must be used when evaluating the overall safety of a stop.

Weight must also be given to accessibility for the bus, road conditions, and other conditions outside the parameters of this evaluation form.

Place the appropriate score in the space provided to the left of the factors affecting the child's route to stop.

Description of Area

	Points	
Industrial/Commercial area with no walkways	10	_____
Apartment complex on major streets without walkways	8	_____
Residential area with no walkways to school	6	_____
Rural area with no walkways	4	_____
Residential/rural/apartment area with walkways	2	_____

Description of Streets and Highways to be Crossed or Traveled

Overpass/Underpass across an expressway	10	_____
Access road along an expressway	9	_____
Railroad crossing	9	_____
Narrow, winding, isolated streets without walkways	8	_____
Narrow, winding, isolated streets with walkways	7	_____
Four lane highway/major artery without walkways	7	_____
Four lane highway/major artery with walkways	6	_____
Two lane road carrying heavy traffic	5	_____
Two lane road carrying light traffic	4	_____
Low water crossing	3	_____
Residential area without walkways	2	_____
Residential area with walkways	1	_____

Distance - Home to stop / school - based on nearest hazardous condition

1.00 - 1.24 miles	7	_____
.75 - .99 miles	6	_____
.50 - .74 miles	5	_____
.25 - .49 miles	3	_____
.00 - .24 miles	2	_____

Traffic Controls Located Between Home and Stop Which Assist the Student

None provided	10	_____
Pedestrian crossing of major street with no assistance	8	_____
Neighborhood streets with no controls	6	_____
Neighborhood streets with controls	4	_____
School crossing zones provided	3	_____
Neighborhood streets with crossing guard	1	_____

Traffic Density of Major Roads or Arteries

Heavy traffic at all times	10	_____
Heavy rush hour traffic - normal at other times	9	_____
Medium density at all times	7	_____
Medium rush hour traffic - normal at other times	5	_____
Low density traffic at all times	4	_____

Speed Limits of Major Roads to be Crossed

45 m.p.h. +	10	_____
35 - 44 m.p.h.	7	_____
25 - 34 m.p.h.	5	_____
10 - 24 m.p.h.	2	_____

Number of Major Intersections to be Crossed

Six or more	10	_____
Five	9	_____
Four	8	_____
Three	7	_____
Two	6	_____
One	5	_____
none	0	_____

Streets that carry neighborhood traffic to major streets/arteries to be crossed

Six or more	10	_____
Five	9	_____
Four	8	_____
Three	7	_____
Two	6	_____
One	5	_____
none	0	_____

Apply Scores from Evaluation of Hazardous Area Transportation

The total points shall be multiplied by 1.00 for elementary school students;
.8 for middle school students;
and .6 for high school students.

< 50 points	Not Hazardous
51 - 57 points	Gray Area - Determination on case by case basis
58 + points	Hazardous

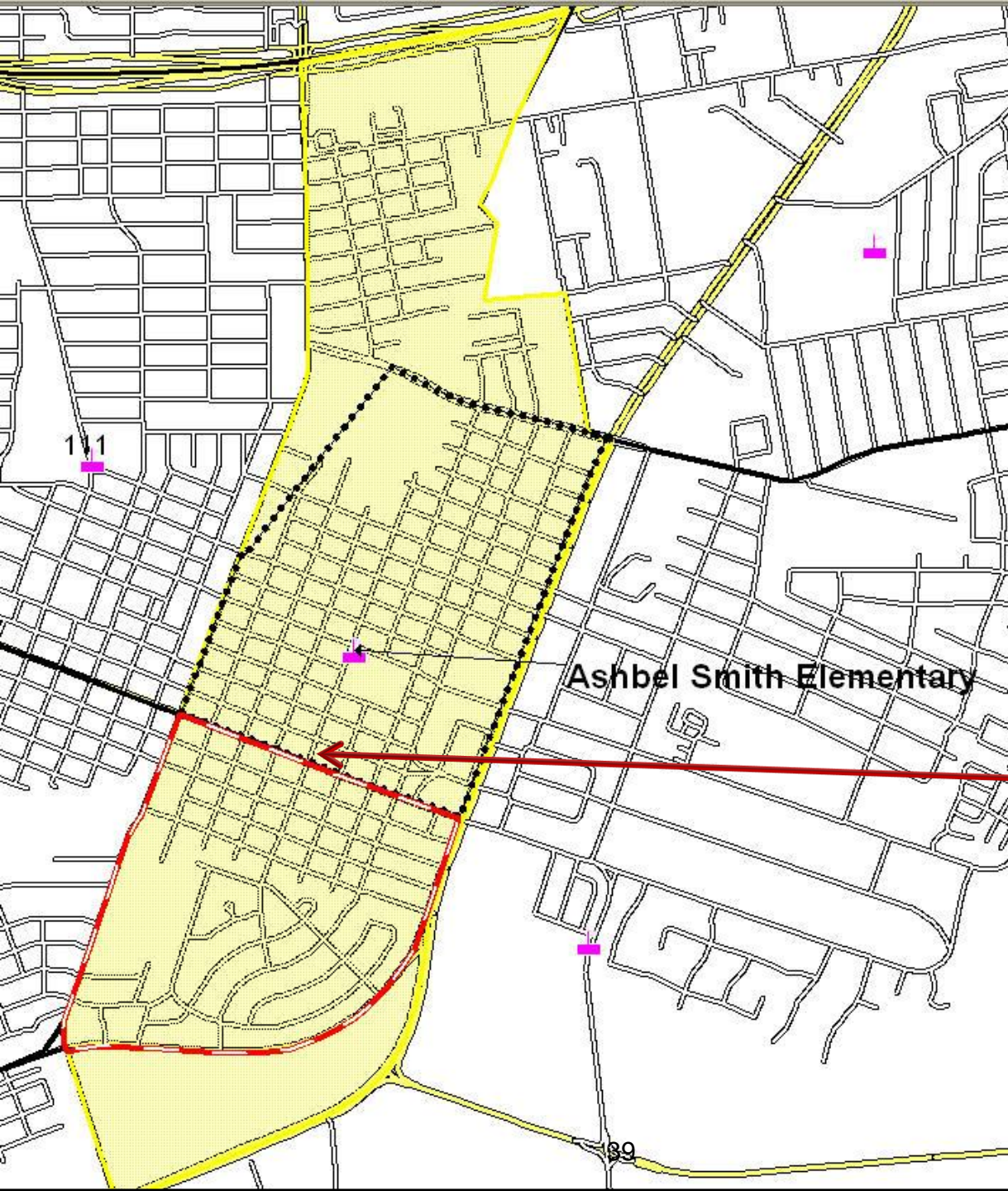
Total points if students are elementary _____
Total points if students are middle _____
Total points if students are senior high _____

Driver comments

Recommendation:

Evaluator's signature

Date



Ashbel Smith Elementary

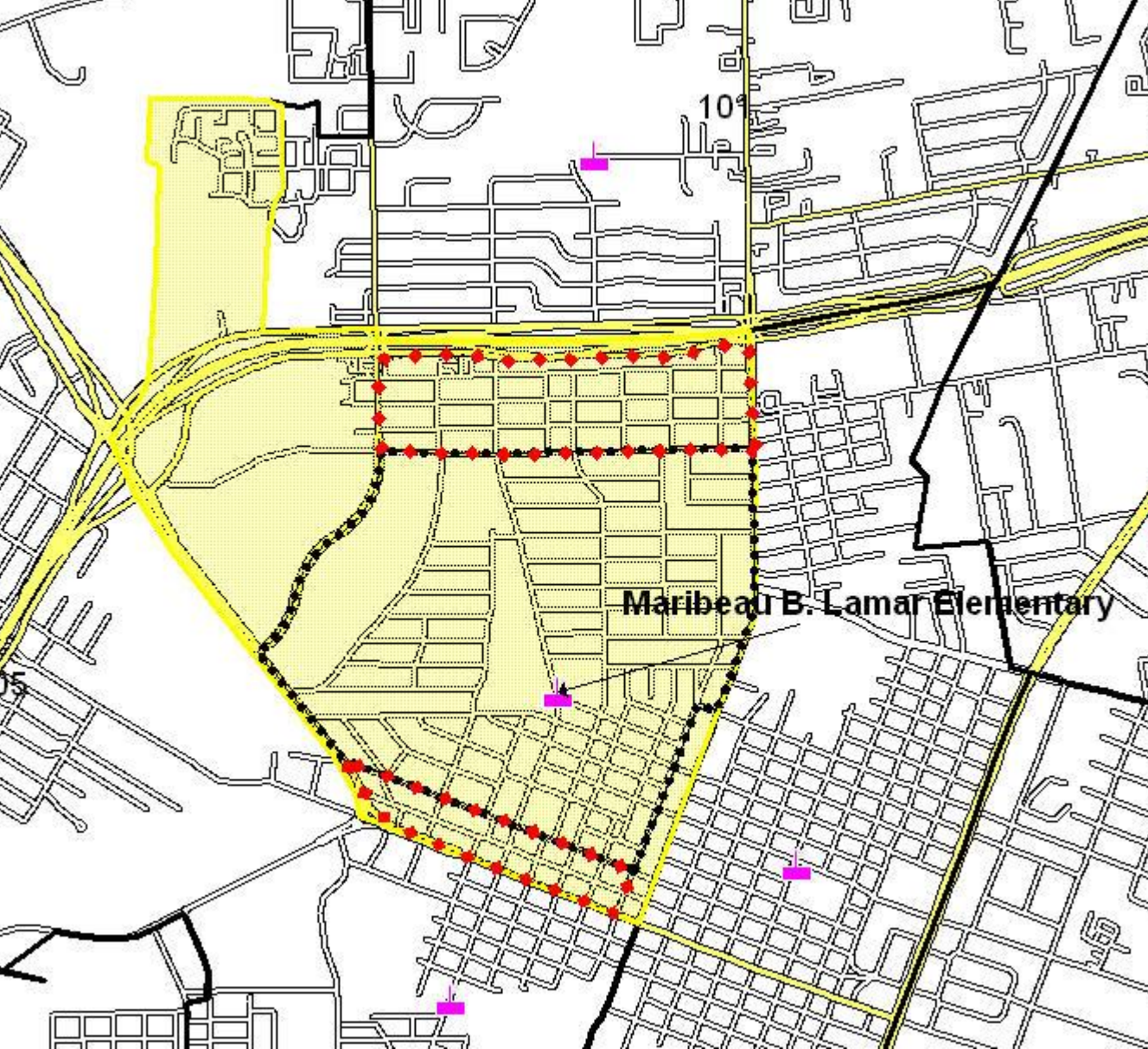
Black Area = Current Walk Zone

Red Area = New Area

Cross Guard @ 4th and Texas

Ridership = 153 students

Reduction of 3 buses at this campus



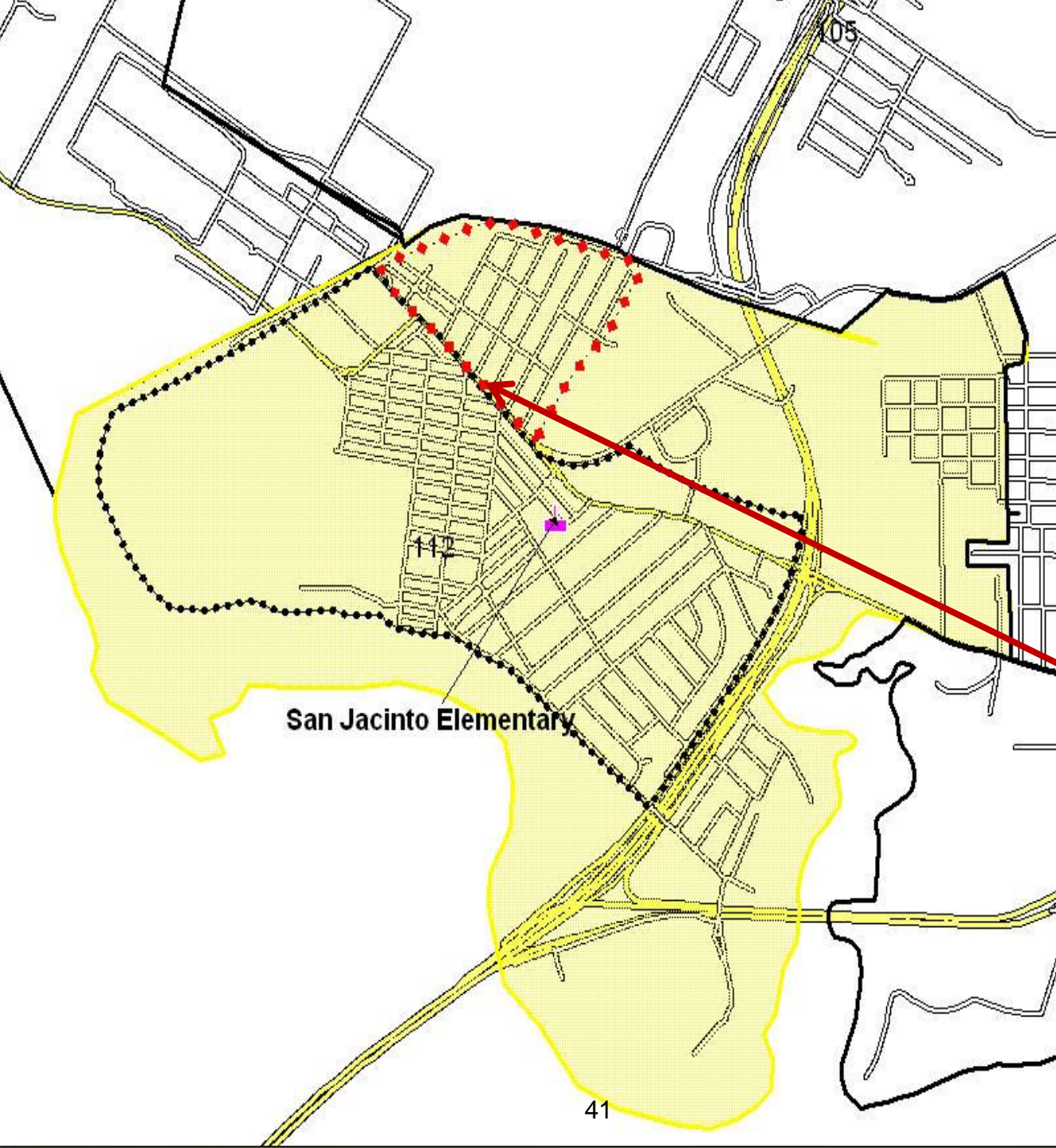
Lamar Elementary

Black Area = Current Walk Zone

Red Area = New Area

Ridership = 93 students

Reduction of 2 buses at this campus



San Jacinto Elementary

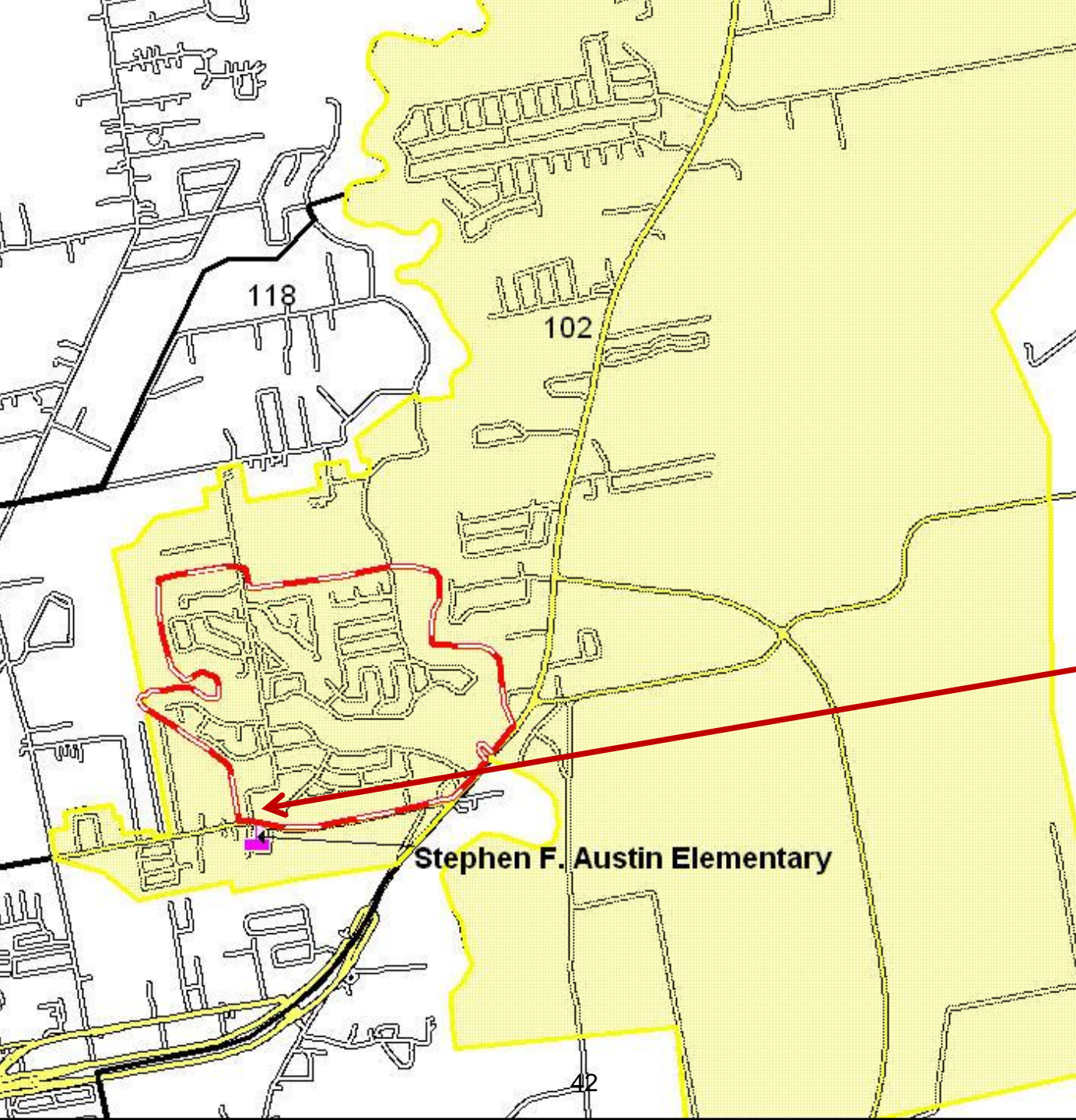
Black Area = Current Walk Zone

Red Area = New Area

Cross Guard @ Market and Magnolia

Ridership = 51 students

Reduction of 1 buses at this campus



Austin Elementary

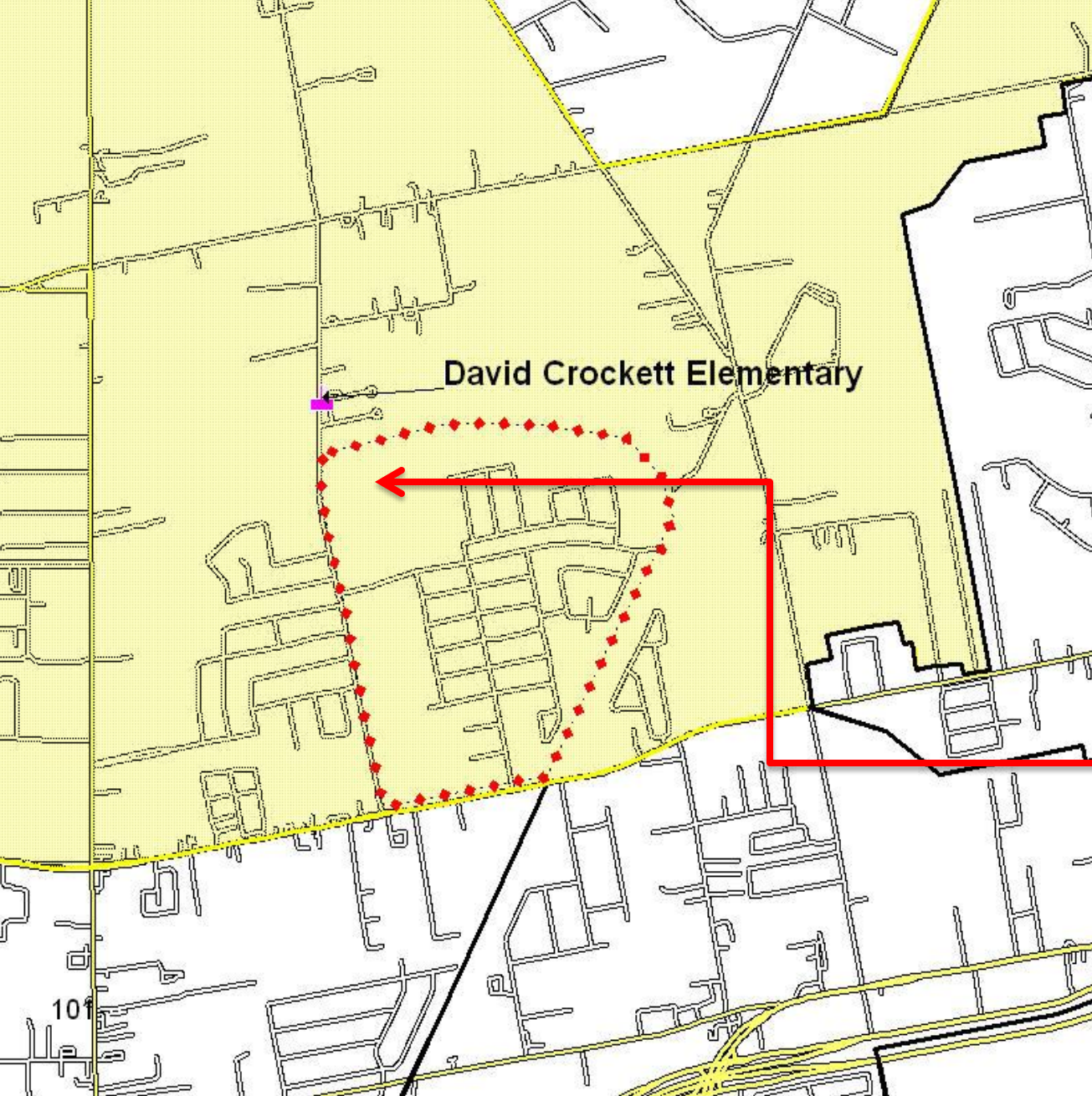
All areas = Current Transportation

Red Area = New area no transportation

Cross Guard @
Massey Tompkins
and Raccoon

Ridership = 127
students

Reduction of 3 buses
at this campus



Crockett Elementary

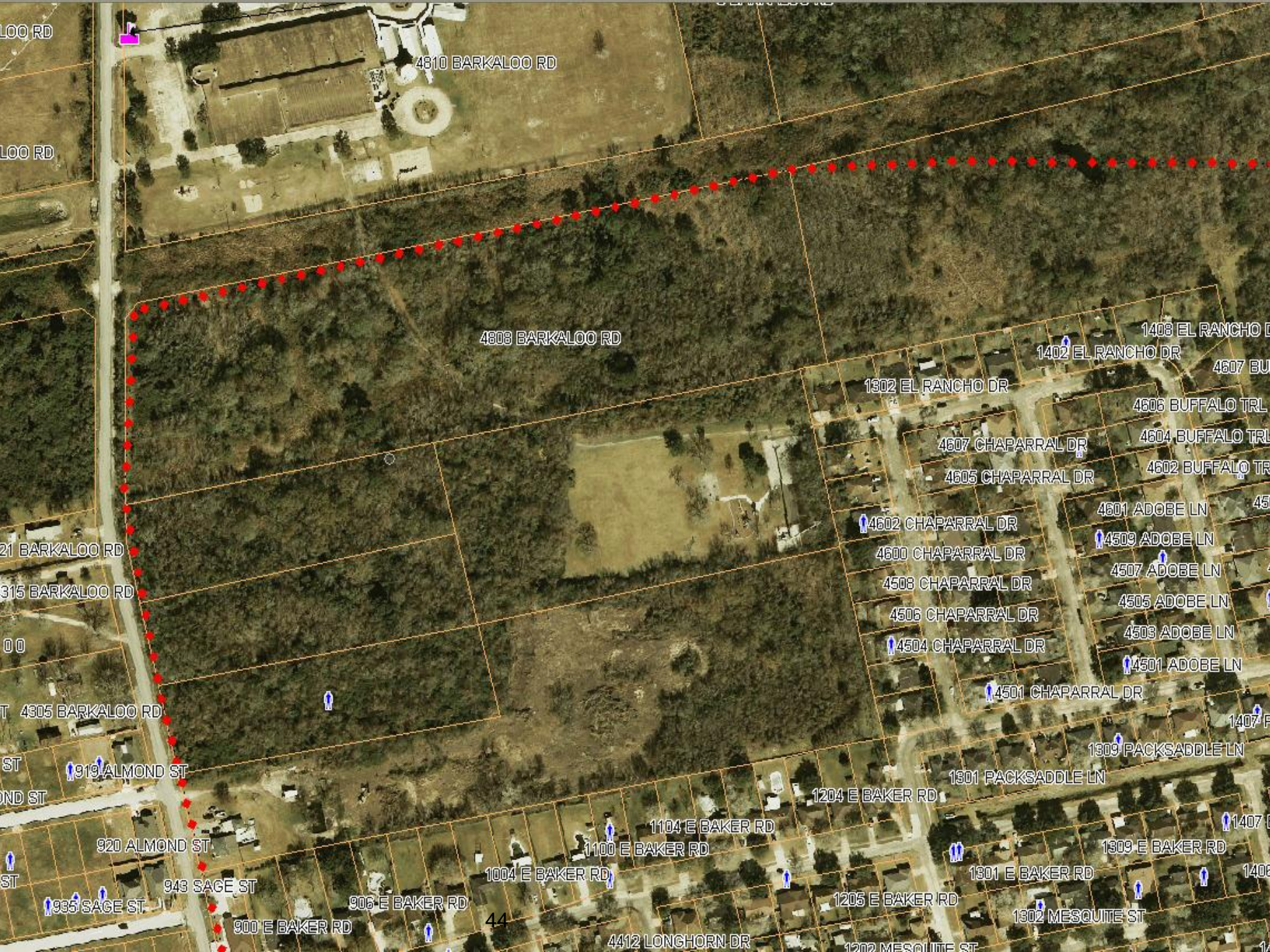
All areas = Current Transportation

Red Area = New area no transportation

Campus access thru park / Cross Guard provided

Ridership = 87 students

Reduction of 2 buses at this campus



4810 BARKALOO RD

4808 BARKALOO RD

1302 EL RANCHO DR

1402 EL RANCHO DR

1408 EL RANCHO D

4607 BU

4605 BUFFALO TRL

4604 BUFFALO TRL

4602 BUFFALO TR

4607 CHAPARRAL DR

4605 CHAPARRAL DR

4601 ADOBE LN

4509 ADOBE LN

4507 ADOBE LN

4505 ADOBE LN

4503 ADOBE LN

4501 ADOBE LN

4602 CHAPARRAL DR

4600 CHAPARRAL DR

4508 CHAPARRAL DR

4506 CHAPARRAL DR

4504 CHAPARRAL DR

4501 CHAPARRAL DR

1309 PACKSADDLE LN

1301 PACKSADDLE LN

1407 F

1204 E BAKER RD

1104 E BAKER RD

1100 E BAKER RD

1004 E BAKER RD

1407

920 ALMOND ST

943 SAGE ST

906 E BAKER RD

44

4412 LONGHORN DR

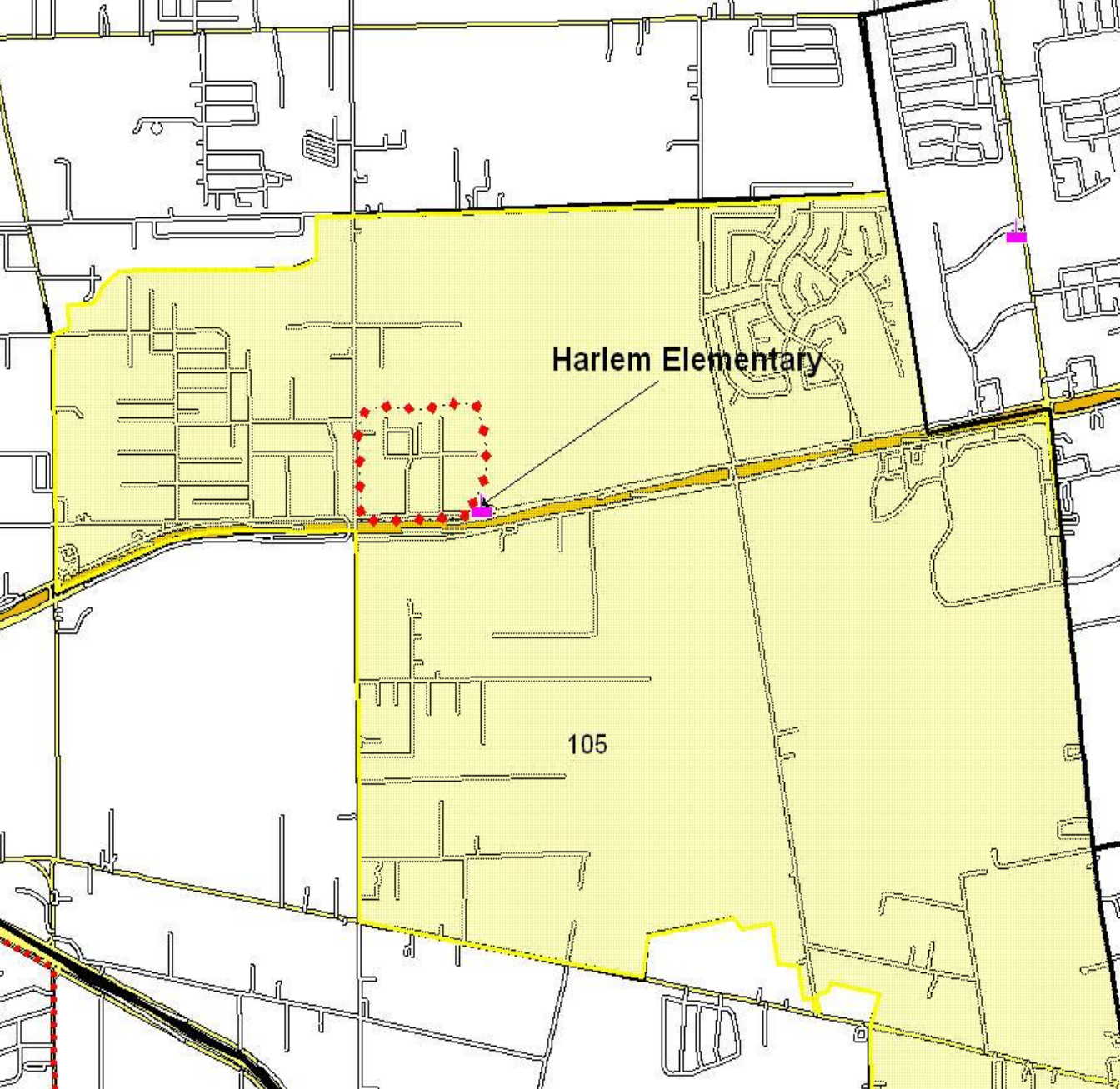
1205 E BAKER RD

1301 E BAKER RD

1309 E BAKER RD

1302 MESQUITE ST

1202 MESQUITE ST



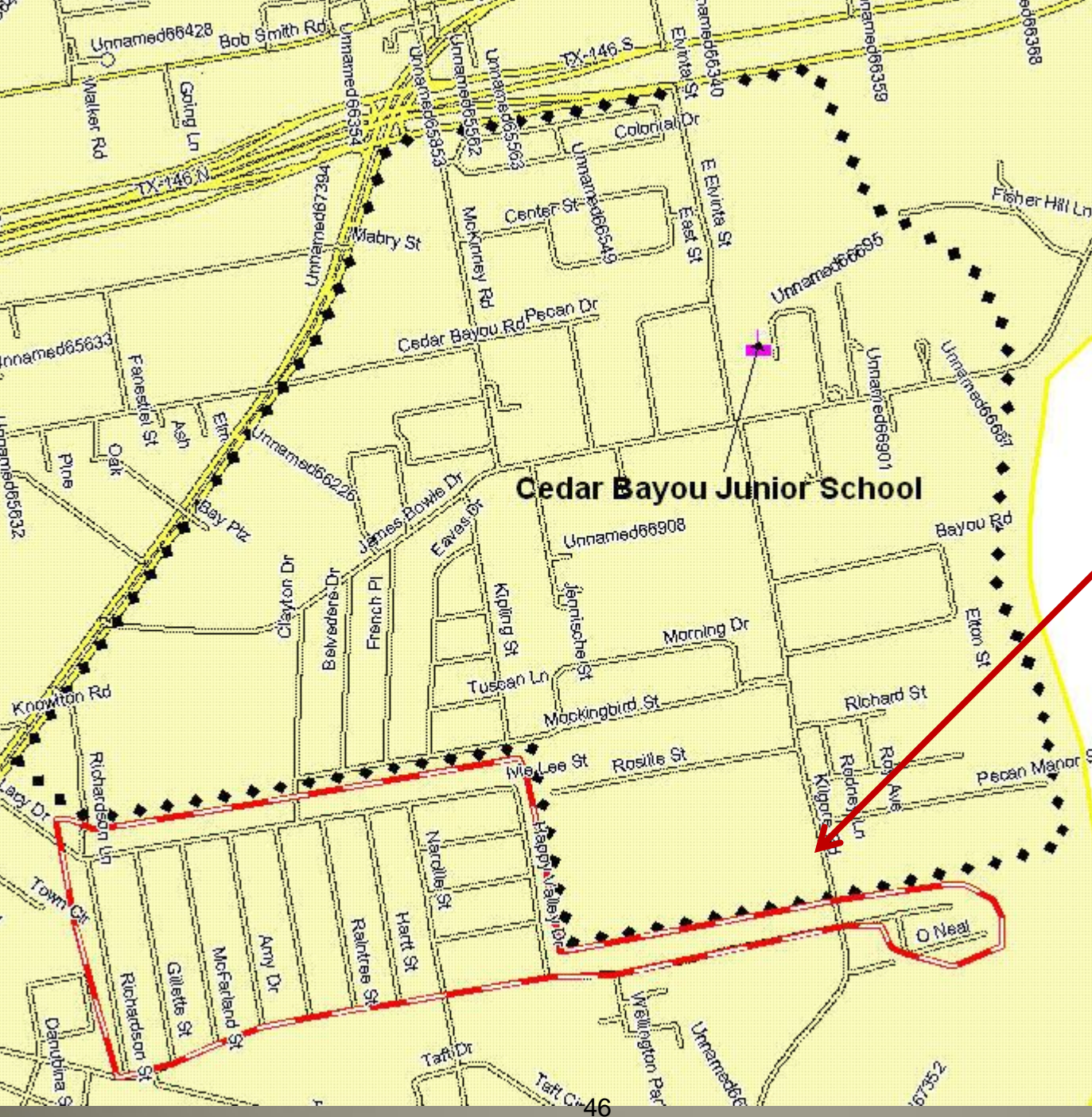
Harlem Elementary

All areas = Current Transportation

Red Area = New area no transportation

Ridership = 30 students

Reduction of 1/2 buses at this campus



Cedar Bayou JH

Black areas = Current Walk Zone

Red Area = New area no transportation

New sidewalk along Kilgore

Ridership = 48 students

Reduction of 2 buses at this campus

26 students live in apartments along Kilgore Rd with new sidewalk to campus

Horace Mann Elementary

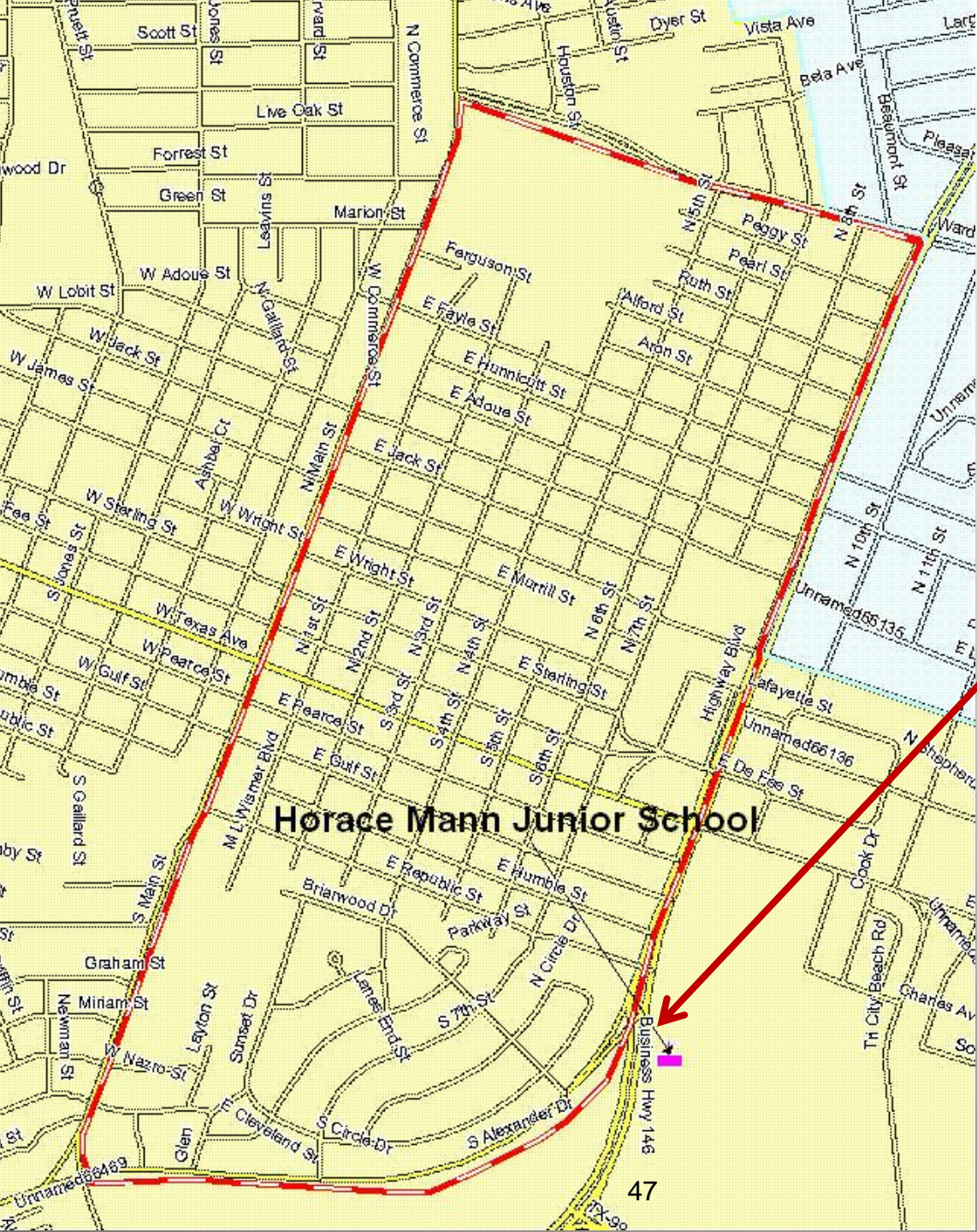
All areas = Current Transportation

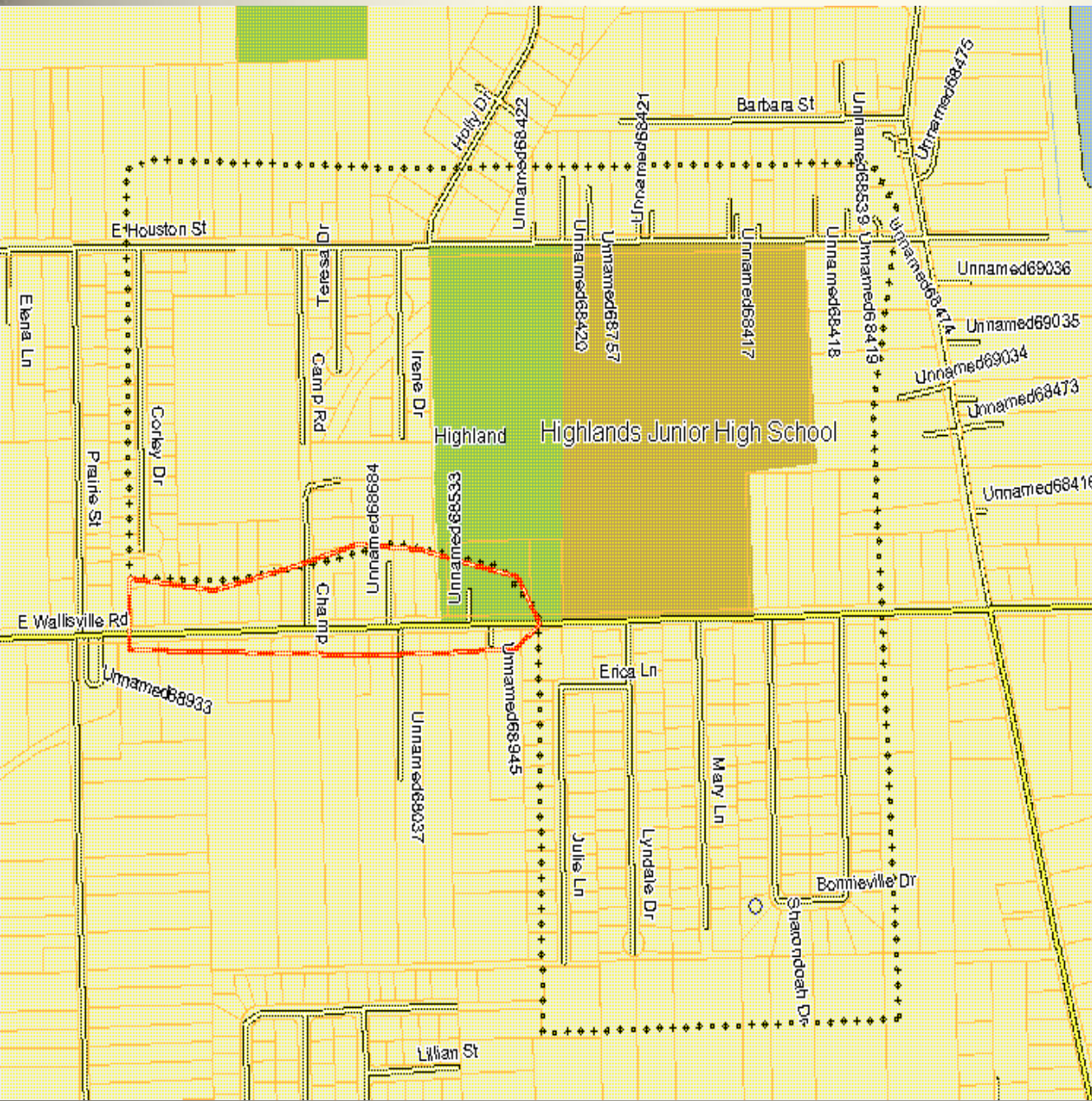
Red Area = New area no transportation

2 Cross Guards and School Zone

Ridership = 152 students

Reduction of 2 buses at this campus





Highlands JH

Black areas = Current Walk Zone

Red Area = New area no transportation

Ridership = 2 students

2011-2012 Property & Casualty Insurance Overview

Property & Casualty Insurance Changes from 2010-2011 to 2011-2012

Coverage Item	Expiring Coverage Cost	Renewal Cost	Changes to Coverage	Difference	Miscellaneous	
Property/Windstorm/Boiler and Machinery	\$1,144,843.00	\$1,248,429.00	Named storm limit reduced to \$25 million from \$50 million and deductible increased from 2% to 5% per location	\$103,586.00	9%	Assets have increased \$25.2 million or 5%
General Liability	\$29,490.00	\$30,285.00	No change	\$795.00	2.70%	
Business Auto Liability	\$144,256.00	\$155,070.00	Reduced liability deductible from \$1,000 each accident to zero	\$10,814.00	7.50%	Increased units by 6.6%
Business Auto Physical Damage	\$31,685.00	\$42,731.00	No change	\$11,046.00	35%	Increased value by 12%; market driven, catastrophic year in natural disasters
Inland Marine (Mobile Equipment)	\$3,453.00	\$3,900.00	Decreased wind/hail deductible from \$25,000 to \$1,000	\$447.00	13%	
Educators Legal Liability (Professional Liability)	\$39,798.00	\$42,919.00	No change	\$3,121.00	7.80%	District has three open claims under this policy
Workers' Compensation	\$137,693.00	\$78,266.00	Slight reduction in WC rates and decreased maximum liability	(\$59,427.00)	-43%	District continues to reduce WC claims cost

SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

SUBJECT: CONSIDERATION OF 2010-2011 PROPOSED TAX RATE

RECOMMENDED ACTION: Approve the proposed tax rate for 2011-2012 to be used in the publication of “Notice of Public Meeting to Discuss Budget and Proposed Tax Rate”.

RATIONALE: Set date for the public meeting to discuss the budget and proposed tax rate for 2011-2012.

BUDGET PROVISIONS / ACTION REQUIRED: 2011-2012 Budget

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

BOARD OF TRUSTEES

SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

SUBJECT: CONSIDERATION OF FIRST READING OF REVISED BOARD POLICY DEC (LOCAL)

RECOMMENDED ACTION: Approve first reading of revisions to Board Policy DEC (Local)

RATIONALE: To provide a benefit to GCCISD employees regarding requirements for the Catastrophic Sick Leave Bank.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier
Dr. Bernie Cannariato

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DEFINITIONS

For the purposes of state sick leave accrued before May 30, 1995, and local sick leave, the term “immediate family” shall include:

FAMILY

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, sibling-in-law.
5. Grandparent and grandchild.
6. Any person who may be residing in the employee’s household at the time of illness or death.

For purposes of the Family and Medical Leave Act, the definition of “family” shall include only items 1, 2, and 6 on the above list, but shall exclude son- or daughter-in-law, and parent-in-law.

FAMILY
EMERGENCY

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

WORKDAY

A “workday” for purposes of accumulation, use, or recording shall mean the number of hours per day equivalent to the employee’s usual work assignment, whether full-time or part-time.

STATE PERSONAL
LEAVE — RATE OF
ACCRUAL

Each employee shall earn state personal leave, in equivalent workdays, at the rate of one-half a workday for each 18 workdays of employment, up to the statutory maximum of five workdays annually.

TYPES OF STATE
PERSONAL LEAVE

Under authority of Education Code 22.003 and to preserve the employee’s leave entitlement while minimizing disruption to the instructional program, the Board requires employees to differentiate between uses of personal leave:

DISCRETIONARY

1. To be taken at the individual employee’s discretion, subject to limitations set out below.

NON-
DISCRETIONARY

2. To be used for the same reasons and in the same manner as state sick leave accumulated prior to May 30, 1995. [See DEC(LEGAL)]

USE OF
DISCRETIONARY
LEAVE

A notice of request for discretionary personal leave shall be submitted to the immediate supervisor three workdays in advance of the anticipated absence. In emergency situations, the supervisor may

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waive the three-day notice requirement but may require documentation to support the failure to meet that requirement.

DURATION OF
LEAVE

Discretionary personal leave may not be taken for more than two consecutive days. Use of personal leave on any specific day is subject to approval of the supervisor.

SCHEDULE
LIMITATIONS

Discretionary leave shall not be allowed in these circumstances:

1. The day before a school holiday, applicable to all employees.
2. The day after a school holiday, applicable to all employees.
3. Days scheduled for end-of-semester or end-of-year exams, applicable to instructional employees only.
4. Days scheduled for administration of state-mandated assessments, applicable to instructional employees only.
5. Professional or staff development days, applicable to instructional employees only.

If warranted by extenuating circumstances, i.e., unavailability of a substitute, a supervisor may deny discretionary leave requests.

Employees shall not be required to submit the reasons for which they are requesting personal leave unless the employees request to use personal leave on specific days listed under SCHEDULE LIMITATIONS, above. Exceptions to the above SCHEDULE LIMITATIONS may be granted by the Superintendent based on instructional needs.

Up to five days may be used for personal leave during each semester.

ADDITIONAL LOCAL
LEAVE

All employees shall earn additional equivalent workdays of local sick leave based on the number of months of service each year at a rate concurrent with state leave.

Twelve-month employees shall earn six local sick leave days. Eleven-month employees shall earn five and one-half local sick leave days. Ten-month employees shall earn five local sick leave days, regardless of the number of days in a contract year.

Employees who are hired after the beginning of the school year shall earn a prorated number of sick leave days.

Local sick leave shall accumulate without limit and shall be taken with no loss of pay.

USE AND RECORDING

For purposes of personal illness, illness in the immediate family, family emergency, or death in the immediate family, available leave shall be used in the following order:

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1. Local sick leave.
2. State sick leave accumulated prior to the 1995–96 school year.
3. State personal leave.

Local sick leave shall be used under the terms and conditions applicable to state sick leave accumulated prior to the 1995–96 school year, except as otherwise provided by this policy.

Local sick leave may also be used for first-year care following the birth or adoption of an employee’s son or daughter or the placement of a child with the employee for foster care.

Employees shall be charged leave as used even if a substitute is not employed.

Leave shall be recorded in whole workdays and half workdays only, except in accordance with provisions for intermittent leave in the Family and Medical Leave Act.

AVAILABILITY

Leave shall not be approved for more workdays than have been accumulated in prior years plus those to be earned during the current year. Leave for the current year shall be available for use at the beginning of the school year. When an employee who has used more leave than he or she had accumulated ceases to be employed by the District, the cost of the unearned leave days shall be deducted from the employee’s paycheck.

OTHER ABSENCES

Any other leaves granted or days of absence shall result in a deduction of the daily rate of pay for each day of absence, unless otherwise provided. [See DMD(LOCAL)]

UNAUTHORIZED LEAVE

Employees who are absent without prior approval or who obtained approval under false pretenses are subject to disciplinary action including dismissal.

MEDICAL CERTIFICATION

An employee absent more than three consecutive workdays because of personal illness shall submit, upon return to work, a medical certification of illness and of his or her fitness to return to work. An employee absent more than three consecutive workdays because of illness in the immediate family shall present, upon return to work, medical certification of the family member’s illness.

HEALTH CARE PROVIDER

For leave other than that taken under the federal Family and Medical Leave Act, medical certification shall be made by a doctor who is registered and licensed under the Medical Practice Act of Texas, a licensed doctor of dentistry, a licensed chiropractor, or a licensed podiatrist. An employee may have his or her illness certified by a

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	Christian Science practitioner listed with the First Church of Christ, Scientist in Boston.
	For leave taken under the Family and Medical Leave Act, medical certification shall be as described in federal regulations [see DEC (LEGAL)] and on the form provided by the District.
BEREAVEMENT (FUNERAL) LEAVE	Approved leave for death in the immediate family shall not be for more than five workdays for each occurrence, subject to the approval of the supervisor/principal, and shall not be deducted from state leave or local sick days.
FAMILY AND MEDICAL LEAVE	The 12-month period within which employees shall be eligible for 12 weeks of family and medical leave shall be defined as the 12-month period beginning on the first duty day of the school year.
CONCURRENT USE OF LEAVE	The District shall require employees to use family and medical leave concurrently with paid leave and with temporary disability leave if applicable.
COMBINED LEAVE FOR SPOUSES	If both spouses are employed by the District, combined family and medical leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition may be limited to a combined total of 12 weeks as determined by the needs of the District.
INTERMITTENT LEAVE	Intermittent leave shall not be permitted for the birth of the employee's child or the adoption or placement of a child with the employee.
CERTIFICATION OF ILLNESS	Upon request for family and medical leave for the employee's serious health condition or that of a spouse, parent, or child, and at 30-day intervals thereafter, the employee shall provide medical certification of the illness or disability.
MEDICAL RELEASE	The employee's request for reinstatement shall be accompanied by medical certification of the employee's ability to perform essential job functions.
TEACHER REINSTATEMENT	A teacher desiring to return to work at or near the conclusion of a semester shall be reinstated in accordance with the END-OF-TERM LEAVE section in DEC(LEGAL).
TEMPORARY DISABILITY LEAVE	The maximum length of temporary disability leave for educators shall be 180 calendar days.
CIVIC DUTY LEAVE	An employee shall be granted leave with pay and without loss of accumulated leave for compliance with a valid subpoena in a civil, criminal, legislative, or administrative proceeding.

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COURT
APPEARANCES

Absences for court appearances related to an employee's personal business shall be deducted from the employee's personal leave or shall be taken by the employee as leave without pay.

WORKERS'
COMPENSATION

An employee absent because of a job-related injury or illness shall be assigned to family and medical leave, if applicable.

An employee eligible for workers' compensation wage benefits, and not on assault leave, shall indicate whether he or she chooses to:

1. Receive workers' compensation wage benefits; or
2. Use available paid leave. Workers' compensation wage benefits shall begin when:
 - a. Paid leave is exhausted;
 - b. The employee elects to discontinue use of paid leave; or
 - c. Leave payments are less than the employee's pre-injury average weekly wage.

LEAVE OF ABSENCE

Upon request in writing to the personnel department, leaves of absence without pay may be granted for good cause within the terms of the contract.

A leave of absence shall be for a specific length of time and shall be limited to no longer than one year. A written request to return to duty shall be made to the personnel department at least 60 days prior to the date in which the employee wishes to resume employment. A failure to submit such request shall automatically terminate the employee's contract. The employee shall be permitted to return to a job of equal status or rank, but not necessarily the same job or on the same campus. The employee shall return subject to assignment.

Should there be no vacancy or position of equal status for which the employee can qualify at the time reemployment is desired, the employee shall be entitled to reinstatement of employment as soon as a vacancy occurs for which the employee qualifies.

Until such vacancy occurs the employee, at his or her option, shall be entitled to fill any vacancy of lesser status.

CATASTROPHIC SICK
LEAVE BANK

The catastrophic sick leave bank (CSLB) is a pool of local sick leave days established on a voluntary basis by full-time District staff members and those employed specifically for half-time positions to be used by any member of the CSLB who suffers a catastrophic personal illness that extends beyond his or her own accumulated state and local leave.

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DEFINITIONS

Catastrophic illness definitions are as follows:

1. A catastrophic illness is a health condition that severely affects an individual's physical, social, economic, or mental abilities and requires very extensive treatment. The criteria shall include but not be limited to:
 - a. Any permanent loss of function of limbs.
 - b. Any permanent loss of vision.
 - c. Any permanent loss of speech.
 - d. A malignancy that requires extensive surgery, ongoing radiation, and/or chemotherapy.
 - e. Hospitalization for extended periods of time (as per 1993 Federal Registry List of Diagnosis Related Groups that rates an Outlier Threshold of 29 or greater).
 - f. Severe head injury.
 - g. Severe accident.
 - h. Any severe condition that involves multiple systems.
 - i. Conditions that require extensive surgeries.
2. Catastrophic sick leave bank benefits are not available in the following circumstances: injuries resulting from or while the employee is intoxicated or under the influence of any controlled substance unless it has been administered on the advice of a physician and/or prescription of a physician and has not been voluntarily misused or abused.

ADMINISTRATION

The catastrophic sick leave bank shall be administered as follows:

1. The catastrophic sick leave bank shall be administered by a catastrophic sick leave bank committee (CSLBC) representing teachers, administrators, paraprofessionals, and classified staff members.
2. The CSLBC shall have the responsibility of approving membership, receiving requests for use of the bank, verifying validity of requests, recommending approval or denial of the requests, and communicating its decision to the member and to the payroll department.
3. The CSLBC members shall be elected from the various divisions and/or departments. Teachers serving on the CSLBC shall be elected by the Employees' Advisory Council. The

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representatives for the paraprofessionals shall be elected from the membership of the Baytown Education Support Association. The remaining members shall be elected by their department from among bank members.

- 4. The catastrophic sick leave bank committee shall be comprised of bank member representatives from the following groups:

Administrative staff	1
Payroll department	1
Food service staff	1
Maintenance/operations staff	1
Transportation staff	1
Paraprofessional staff	1
Nurses	1
Elementary teachers	2
Secondary teachers	2
	11

- 5. Members shall serve two-year staggered terms, with five members being elected on alternate years. The CSLBC shall elect the initial chairperson from its membership. Subsequent chairpersons shall be elected from the second-year members. The term of each chairperson shall be one year.
- 6. In order for the CSLBC to make a decision on a request for sick leave days, a quorum of six members shall be present.
- 7. A simple majority vote shall be required for a request to be approved by the CSLBC. Four members of the quorum of six will need to vote "yes" to grant days.
- 8. A designated personnel services administrator shall be a non-voting member of the CSLBC, whose role will be to provide continuity to the program.

CONTRIBUTING TO
THE BANK

Contributions to the catastrophic sick leave bank shall be made according to the following provisions:

- 1. All full-time and half-time employees of the District who have sick leave benefits are eligible for initial membership in the CSLB, which begins September 1 of each school year.
- 2. To be a member of the CSLB for one school year, an employee shall contribute a minimum of two days of local sick leave on initial enrollment. Membership in the CSLB is car-

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ried forward from one year to the next. In subsequent years, members shall be required to make a one-day contribution at the beginning of each October in order to continue their membership in the CSLB. New employees may join the CSLB within 30 days of employment.

- 3. Sick leave days contributed to the CSLB not used in a school year shall be carried over from one school year to the next.
- 4. No CSLB member shall be required, for purposes of maintaining status in the CSLB, to contribute more sick leave days than other members. However, the CSLBC shall have the authority to request additional days from current members if needed. If a current member does not donate to the emergency request, his or her ability to use the CSLB shall not be affected.
- 5. An eligible employee, returning from official leave of absence after the open enrollment period, shall make the two-day contribution by the second Monday after returning to work provided the employee meets the other eligibility criteria. A CSLB member returning from official leave of absence after the open enrollment period shall make the one-day contribution by the second Monday after returning to work provided other required eligibility is met.
- 6. Eligible employees who do not elect to join the CSLB at the first opportunity afforded to them in a school year will ~~not~~ be permitted to join the CSLB ~~until the~~ before the subsequent annual open enrollment period of September 1.

EXCEPTION

- 7. A CSLB member who is separating from employment may donate accrued local sick leave at the time of separation. Terminating CSLB members may contribute additional days to days they have already contributed in the current fiscal year.

USING THE CSLB

Use of the catastrophic sick leave bank is according to the following provisions:

- 1. The use of the CSLB shall be limited to the number of days in the bank or the number of days added to the bank following an emergency request to the committee.
- 2. CSLB members must use all of their available state leave and local sick leave and vacation before receiving leave from the CSLB.
- 3. The number of days granted in any one school year will not exceed the remaining number of duty days a CSLB member is scheduled to work in that school year according to the District calendar for his or her position.

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4. In no case will granting of leave from the CSLB cause a CSLB member to receive more than his or her annual salary.
5. Leave grants from the CSLB shall be in units of not more than 30 consecutive working days. At the end of 30 days, the CSLB member may apply for an extension by submitting an updated statement from the physician on the appropriate form. Maximum number of sick leave days is 60 per plan year. Those employed prior to the 1993–94 school year with extenuating circumstances or extended hardship may be granted additional days beyond the 60-day limit upon approval of the committee.
6. If a CSLB member does not use all of the days granted from the CSLB, upon return to work the unused days will be returned to the bank.
7. A CSLB member may be granted up to 15 days for catastrophic illness or injury involving a spouse or children. Bank members may request additional days for catastrophic illness or injury involving a spouse or children. Consideration and granting of additional days shall be contingent on the number of days available to the bank from employees leaving the District. Additional days granted may not exceed 45 days.
8. Normal pregnancy is not considered to be a catastrophic illness covered under the CSLB. However, an exception was made for those who were working in the District during the 1992–93 school year and who submitted a physician's certification that pregnancy occurred before September 15, 1993.
9. Anyone, except those employed in the 1992–93 school year, who joins the CSLB with a pre-existing diagnosed condition or illness for which they have received treatment within the last 90 days, shall not be allowed to utilize the CSLB for illness resulting from or related to that specific condition until the member has remained treatment free for 90 days or has been a member for one full year (365 days) in the CSLB. For the purpose of this section, "treatment" shall mean any period of hospitalization, doctor's treatment, clinic treatment, surgery, diagnosed procedure, or prescription.
10. The CSLBC shall review and forward to the payroll department its decision on all requests to draw on the bank within ten working days after a request is received by the chairperson of the CSLBC.
11. All forms of application for participation in the CSLB, notice of cancellation, and withdrawal of sick leave days shall be available in the principal's/department head's office and the per-

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sonnel department. Forms and designated confidential envelopes shall be sent from the personnel department upon request.

12. An employee (or his or her representative) who has been denied a request for sick leave from the CSLB and believes there are extenuating circumstances and new information not considered in the decision may request a meeting with the CSLB committee to review the decision.
13. No decision may be in conflict with any applicable law or Board policy.

APPLICATION FOR
CSLB DAYS

Filing an application for catastrophic sick leave bank days shall be according to the following provisions:

1. Applications for use of the CSLB shall be made on the required form and submitted to the CSLBC through the personnel department **before September 1 of each school year.**
2. All requests to draw upon the CSLB must be accompanied by the physician's statement on the form provided by the CSLBC confirming the cause of illness or confinement and certifying the existence of a disability that prevents the employee from performing assigned duties. The form must be personally signed by the physician, must be legible, and in lay language. The CSLBC will not honor any physician's statement unless it is on the official attending physician's statement provided by the CSLBC.
3. An applicant may be required to undergo medical review by a second opinion physician of the committee's choice at the expense of the employee. The physician's statement shall be sent directly to the chairperson of the CSLBC before the committee may act upon the application for a grant from the bank.
4. Each separate application for a grant from the CSLB must include a new physician's statement on the appropriate form.
5. In case a CSLB member's illness prevents him or her from personally applying for a grant, an application may be submitted to the CSLBC by an authorized agent or member of his or her family on his or her behalf.
6. An applicant may submit a request for an extension of a CSLB leave grant before the original grant expires by using the regular catastrophic sick leave bank request form accompanied by the newly signed physician's statement.
7. Copies of all sick leave bank membership, membership cancellation, and sick leave request forms shall be marked for

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approval or denial by the approval committee. Following such action, the committee shall disperse copies of the forms to the applicant, the payroll department, and the chairperson of the approval committee. Denial due to insufficient information shall be specific as to information needed in order to make a decision.

TERMINATING
MEMBERSHIP IN CSLB

A member of the CSLB shall lose the right to use the benefits of the CSLB by:

1. Termination of employment with the District.
2. Being suspended without pay.
3. Cancellation of membership. Cancellation on the proper form may be affected at any time. The CSLB member shall not be eligible to use the CSLB as of the effective cancellation date. Sick leave properly authorized for contribution to the CSLB shall not be returned if the CSLB member cancels membership.
4. Written authorization by the member to discontinue annual contribution of sick leave day(s), as of the date the contribution becomes due.
5. Any abuse or misuse of the rules of the CSLB.
6. Change in status from full-time to part-time (less than half-time) staff member.

RECORDKEEPING

Maintaining catastrophic sick leave bank records shall be according to the following provisions:

1. Copies of all CSLB donations, sick leave grant requests, or catastrophic sick leave bank membership/cancellation forms shall be marked for approval or denial by the CSLBC. Following such action, the committee shall disperse copies of the forms to the CSLB member and to the payroll department.
2. The payroll department shall retain all records regarding operation of the CSLB.
3. The payroll department shall report the status of the CSLB at any time upon request of the CSLBC chairperson.
4. The payroll department shall provide information to the CSLBC upon its request for any data maintained in the payroll files with regard to an applicant's use of or investment in the CSLB.

CATASTROPHIC SICK LEAVE BANK COMMITTEE

The Catastrophic Sick Leave Bank (CSLB) Committee administers voluntarily-contributed sick days to employees.

The following served on the 2010-2011 CSLB Committee:

EAC Representatives:

Melanie Christensen – Elementary
Robbie Adams – Elementary
Loretta Salazar – Elementary
Connie Piotrowski – Secondary
Rhonda Dianne Smith – Food Service

Other Members:

Candy Ochoa – Administrative staff
Ed Scates/Adela Pasillas – Maintenance/Operations
Patti Lannou/Renee Napier – Paraprofessional staff
Diana Witzel – Nurse
Charlotte Pogue - Payroll

SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

SUBJECT: CONSIDERATION OF ROAD EASEMENT DEDICATION TO HARRIS COUNTY

RECOMMENDED ACTION: Approve our recommendation to dedicate the attached road easement to Harris County for the expansion of the intersection of Wallisville Rd. and N. Main St. at Goose Creek Memorial High School.

RATIONALE: The dedication of this road easement will provide the County needed right-of-way to expand Wallisville Rd. to four lanes and add turn lanes at this intersection.

BUDGET PROVISIONS: None

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

DEDICATION OF ROAD EASEMENT

THE STATE OF TEXAS §
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:

That, the **GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, acting through the school board of the Goose Creek Consolidated Independent School District has **DEDICATED** and by these presents does **DEDICATE** to the public forever, an easement for road and street purposes, in, along, over, upon and across that certain 0.007 acre tract of land situated in the George Ellis Survey, Abstract 21, Harris County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto.

This dedication is subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements of record in Harris County, Texas, including building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental entities applicable to and enforceable against the Goose Creek Consolidated Independent School District.

EXECUTED, this the _____ day of _____, 2011.

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____

By: _____
Print or type name and title

Exhibit A

Exhibit A

May 26, 2011
Parcel No. 14
Page 1 of 2

Exhibit _____

PROPERTY DESCRIPTION FOR PARCEL No.14

Being a 313 square feet (0.007 acre) parcel of land out of that 60.0513 acre tract of land conveyed to Goose Creek Consolidated Independent School District on November 10, 2003, by BEVERLY SANSOM and husband DENNIS SANSOM, BEVERLY SANSOM as Custodian for STEPHEN ANDREW SANSOM under the Texas Uniform Transfer to Minors Act, BEVERLY SANSOM as Custodian for JONATHAN DAVID SANSOM under the Texas Uniform Transfer to Minors Act, ROYAL D. BURNSIDE, III, and wife, LOIS GINGER BURNSIDE, ROYAL D. BURNSIDE, III, as Custodian for HALEY BETH BURNSIDE under the Texas Uniform Transfer to Minors Act, and ROYAL D. BURNSIDE, III as Custodian for BEN EDWARD BURNSIDE under the Texas Uniform Transfer to Minors Act, recorded under Clerk's File No. X179591, Harris County Official Records of Real Property (H.C.O.P.R.R.P.), same being situated in the George Ellis Survey, A-21, Baytown, Harris County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod (capped "2634") (Grid: N=13,869,146.88, E=3,246,421.23) set to mark the southwesterly corner of the herein described tract, same being in the northerly line of 20 foot widening tract of land dedicated by plat of G.C.C.I.S.D. New High School recorded under Film Code No. 627111, Harris County Map Records and same being in the northerly line of Wallisville Road (100 feet wide, said 100 feet being comprised from north to south of a 20 foot strip dedicated by plat under Film Code No. 627111, Harris County Map Records, a 30 foot strip conveyed from Nicholas A. Johnson to Harris County, Texas on August 1, 1913 per Volume 307, Page 329, H.C.D.R., an apparent unrecorded Harris County right-of-way, 30 feet wide, and a 20 foot strip being 0.2123 acre conveyed from Legna II, Ltd. to Harris County, Texas by deed dated December 10, 2002, recorded under Clerk's File No. W277637, H.C.O.P.R.R.P.);

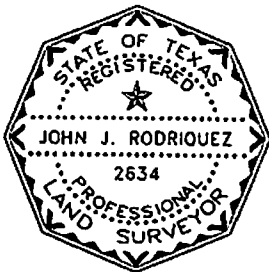
- 1) **THENCE, NORTH 32°45'04" EAST, 35.32 feet** along the northwesterly line of the herein described tract to a 5/8 inch iron rod (capped "2634") set for the northeasterly corner of the herein described tract, same being in the westerly line of said 20 foot widening tract and same being in the westerly line of North Main Street (80 feet wide, said 80 feet being comprised from east to west of said 20 foot strip dedicated by plat under Film Code No. 627111, Harris County Map Records and an unrecorded apparent Harris County right-of-way, 60 feet wide);
- 2) **THENCE, SOUTH 12°18'17" EAST, 25.00 feet** along the easterly line of the herein described tract and, same being along the westerly line of said 20 foot widening tract and the westerly line of said North Main Street to a 5/8 inch iron rod (capped "2634") set for the southeasterly corner of the herein described tract, same being the intersecting corner of the westerly line of said North Main Street (80 feet wide) and the northerly line of said Wallisville Road (100 feet wide);
- 3) **THENCE, SOUTH 77°48'26" WEST, 25.00 feet** along the southerly line of the herein described tract, same being along the northerly line of said Wallisville Road to the **POINT OF BEGINNING.**

Exhibit _____

Note: All bearings are based on the Texas Coordinate System, South Central Zone, North American 1983 Datum. All coordinates herein are grid and may be converted to surface by dividing by the Combined Scale Factor of 0.99990194082. All distances are surface.

A survey plat of even date accompanies this document.

I, John J. Rodriguez, a Registered Professional Land Surveyor, hereby certify that the property description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.



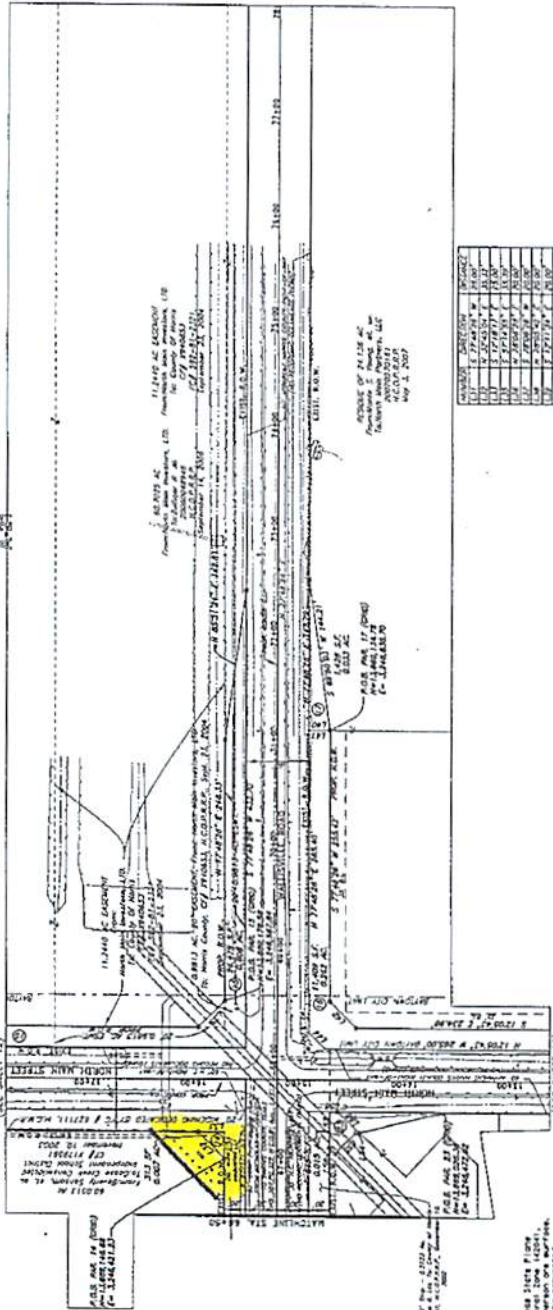


John J. Rodriguez, R.P.L.S.
Texas Registration 2634

May 18, 2011
Date



GEORGE ELLIS SURVEY
A-24



John A. Robinson, a registered public surveyor in the State of Virginia, hereby certifies that this survey was made on the 14th day of August, 2014, and that the survey was made in accordance with the laws and regulations of the State of Virginia, and that the survey was made in accordance with the standards and practices of the Surveying Profession in Virginia.

John A. Robinson
John A. Robinson, P.S.

PROJECT NO.	14-00000000
DATE	08/14/2014
SCALE	AS SHOWN
DATE	08/14/2014
BY	JAR
CHECKED BY	JAR
DATE	08/14/2014
PROJECT NO.	14-00000000
DATE	08/14/2014
SCALE	AS SHOWN
DATE	08/14/2014
BY	JAR
CHECKED BY	JAR
DATE	08/14/2014



HARRIS COUNTY
PUBLIC INFRASTRUCTURE DEPARTMENT
ARCHITECTURE & ENGINEERING DIVISION

LOT NO.	AREA (SQ. FT.)	PERCENTAGE
1	1,774,724.00	1.00%
2	1,774,724.00	1.00%
3	1,774,724.00	1.00%
4	1,774,724.00	1.00%
5	1,774,724.00	1.00%
6	1,774,724.00	1.00%
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TRACT	AREA (SQ. FT.)	PERCENTAGE
1	1,774,724.00	1.00%
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LEGEND

- 1. POWER LINE MARK
- 2. PROPERTY LINE
- 3. EASEMENT
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- 100. EASEMENT

- 1) Bearings are based on the 1983 State Plane Coordinate System, South Central Zone (NAD83). Computations are based on the datum of 1983 and may be converted to datum of 1911 (NAD27) by multiplying by 0.9999999999999999.
- 2) This survey was prepared without the benefit of a current title commitment. These properties which are shown in this survey, however, are shown as shown on the title commitment.
- 3) All boundary corners shown herein, as well as all other corners shown herein, are shown as shown on the title commitment.
- 4) All boundary corners shown as found or set on this alignment map are intended to be in good condition unless otherwise noted.
- 5) This project is a subdivision of land owned by the Harris County Public Infrastructure Department.
- 6) This project is a subdivision of land owned by the Harris County Public Infrastructure Department.
- 7) Harris & Burns Associates, Inc. is the engineer of record for this project.

SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

SUBJECT: CONSIDERATION OF FIRST READING OF TASB LOCALIZED POLICY MANUAL UPDATE 90 [Previously Distributed]

RECOMMENDED ACTION: Approve on First Reading to add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the Instruction Sheet for *TASB Localized Policy Manual Update 90* with the exception of FMH (Local): Student Activities Commencement.

RATIONALE: The Board of Trustees reviews all revisions, additions, and deletions to legal and local Board policies.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier
Mr. Rick Kirk
Ms. Diana Cox
Ms. Suzanne Heinrich
Mr. Pete Pape
Mr. Pete Cote
Ms. Kathy Clausen
Mr. Richard Peebles

Instruction Sheet

TASB Localized Policy Manual Update 90

District Goose Creek CISD

Code	Action To Be Taken	Note
B (LEGAL)	Replace table of contents	Revised table of contents
BBD (LEGAL)	Replace policy	Revised policy
BBD (LOCAL)	Replace policy	Revised policy
BBE (LEGAL)	Replace policy	Revised policy
BBI (LOCAL)	ADD policy	See explanatory note
BED (LEGAL)	Replace policy	Revised policy
BR (LEGAL)	Replace policy	Revised policy
BRB (LEGAL)	DELETE policy	See explanatory note
C (LEGAL)	Replace table of contents	Revised table of contents
CDB (LEGAL)	Replace policy	Revised policy
CFA (LEGAL)	Replace policy	Revised policy
CFC (LEGAL)	Replace policy	Revised policy
CMD (LEGAL)	Replace policy	Revised policy
CNC (LEGAL)	Replace policy	Revised policy
CQ (LEGAL)	Replace policy	Revised policy
CQ (LOCAL)	Replace policy	Revised policy
CQA (LEGAL)	ADD policy	See explanatory note
CRB (LEGAL)	Replace policy	Revised policy
CS (LEGAL)	Replace policy	Revised policy
CY (LEGAL)	ADD policy	See explanatory note
CY (LOCAL)	ADD policy	See explanatory note
D (LEGAL)	Replace table of contents	Revised table of contents
DF (LEGAL)	Replace policy	Revised policy
DFE (LEGAL)	Replace policy	Revised policy
DH (LEGAL)	Replace policy	Revised policy
DH (EXHIBIT)	Replace exhibit	Revised exhibit
DMD (LEGAL)	DELETE policy	See explanatory note
E (LEGAL)	Replace table of contents	Revised table of contents
EF (LEGAL)	Replace policy	Revised policy
EFAA (LEGAL)	Replace policy	Revised policy
EFE (LEGAL)	DELETE policy	See explanatory note
EFE (LOCAL)	DELETE policy	See explanatory note

Instruction Sheet

TASB Localized Policy Manual Update 90

EHAC (LEGAL)	Replace policy	Revised policy
EHAD (LEGAL)	Replace policy	Revised policy
EHBAB (LEGAL)	Replace policy	Revised policy
EHBAD (LEGAL)	Replace policy	Revised policy
EHBC (LEGAL)	Replace policy	Revised policy
EHBE (LEGAL)	Replace policy	Revised policy
EI (LEGAL)	Replace policy	Revised policy
EI (LOCAL)	Replace policy	Revised policy
EIA (LEGAL)	Replace policy	Revised policy
EIA (LOCAL)	No policy enclosed	See explanatory note
EIC (LOCAL)	No policy enclosed	See explanatory note
EIE (LOCAL)	No policy enclosed	See explanatory note
EIF (LEGAL)	Replace policy	Revised policy
EKB (LEGAL)	Replace policy	Revised policy
F (LEGAL)	Replace table of contents	Revised table of contents
FB (LEGAL)	Replace policy	Revised policy
FBA (LEGAL)	ADD policy	See explanatory note
FFAA (LEGAL)	Replace policy	Revised policy
FL (LEGAL)	Replace policy	Revised policy
FMH (LOCAL)	Replace policy	Revised policy
FNC (LOCAL)	Replace policy	Revised policy
FNCE (LEGAL)	Replace policy	Revised policy
FNCE (LOCAL)	Replace policy	Revised policy
FNF (LEGAL)	Replace policy	Revised policy
GBAA (LEGAL)	Replace policy	Revised policy
GKB (LEGAL)	Replace policy	Revised policy
GRA (LEGAL)	Replace policy	Revised policy

SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

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

RECOMMENDED ACTION: Approve the appointment of delegate and alternate to the TASB Delegate Assembly, Saturday, October 1, 2011, in Austin, Texas.

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

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Board of Trustees

Official Delegate Designation

Please note:

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

Delegate _____

Board Title _____ **E-mail** _____

Send Delegate Assembly materials to the delegate at this address:

Alternate _____

Board Title _____ **E-mail** _____

Send Delegate Assembly materials to the alternate at this address:

Name of school district _____

County-district number _____ **TASB (ESC) region number** _____

I hereby certify that the above persons were chosen by our board as our official voting delegate and alternate to the 2011 TASB Delegate Assembly in Austin, Texas, on October 1, 2011 (as provided by the TASB Bylaws).

Board president's signature _____

Date _____

Please return your board's designations by September 9, 2011, to the following address:

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

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

SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

SUBJECT: CONSIDERATION OF THE APPLICATION FOR AN OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM FOR THE PETER E. HYLAND LEARNING PROGRAM

RECOMMENDED ACTION: Approve the application for an Optional Flexible School Day Program for the Peter E. Hyland Learning Program.

RATIONALE: Peter E. Hyland Learning Program will utilize an Optional Flexible School Day to provide at-risk high school students and high school drop-outs opportunities to earn credit and complete graduation requirements without the constraints of a traditional schedule.

BUDGET PROVISIONS/ACTION REQUIRED: The District will receive funding for all students attending the program based on Optional Flexible School Day Formula.

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Pape
Ms. Suzanne Heinrich
Ms. Michelle Verdun

Texas Education Agency



APPLICATION

Optional Flexible School Day Program (OFSDP)

2011-2012 School Year

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student is eligible to participate in an optional flexible school day program (OFSDP) authorized under the Texas Education Code (TEC) §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
 - the student is attending a school implementing an approved innovative campus plan; or
 - the student is attending a school with an approved early college high school program designation; or
 - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

Assessment

The student must take the appropriate Texas Assessment of Knowledge and Skills (TAKS) tests specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the TEC, §29.0822, may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in attendance for purposes of funding under the TEC, Chapters 41, 42, and 46, only for the actual number of contact hours the student receives, not to exceed 1,080 hours per 12-month period.

Public Hearings

The board of trustees of a school district or governing board of an open-enrollment charter school must hold a public hearing concerning the proposed application for an OFSDP before applying to operate an OFSDP under the TEC, §29.0822. In addition, the board of trustees of a school district or governing board of an open-enrollment charter school must hold a public hearing annually to review the performance of the OFSDP (see Appendix Two).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant will be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. Reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Provisions of Agreement

Article I - Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the "TEA," and

Goose Creek Consolidated Independent School District

(Legal Name of School District or Open-Enrollment Charter School)

located at

4544 Interstate 10 East Baytown, TX 77521

(Physical Address)

hereinafter referred to as "district."

Article II - Period of Agreement

The period of the agreement, for a maximum of one school year unless terminated or as otherwise provided for in this agreement and in statute or rule, is the period beginning August 22, 2011 (Month, Day, Year) and ending July 26, 2012 (Month, Day, Year).

Please note that the agreement term is subject to annual renewal.

Article III - Purpose of Agreement

The district must perform all of the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV - Reporting Requirements

The district will be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article V - General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an "X" beside it:

- Appendix One, Assurances
- Appendix Two, Public Hearings
- Appendix Three, Narrative Description of Proposed Program
- Appendix Four, Contact Sheet
- Attachment, Copy of articulation agreement between district and university/college if one or more participating campuses have an Early College High School Program designation

Article VI - Application Process

For questions or assistance regarding this application, please contact Kim Wall by telephone at (512) 463-4809 or by email at kim.wall@tea.state.tx.us. Submit the completed application to:

Texas Education Agency
Attn: School Finance – OFSDP
1701 North Congress Avenue
Austin, TX 78701-1494

Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement. PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
 - the student is attending a school implementing an approved innovative campus plan; or
 - the student is attending a school with an approved early college high school program designation; or
 - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. All instructional materials and facilities must be comparable to or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide knowledgeable, highly qualified instructors and staff for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092(a)) or the 75% to 90% rule for class credit (TEC, §25.092(a-1));
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to comply with all reporting requirements established by the TEA;
8. not to discriminate based on disability, race, color, national origin, religion, or sex; and
9. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted on behalf of the school district or open-enrollment charter school by a person authorized to bind the district.

Mrs. Jenice Coffey, School Board President (281) 420-4800

Name, Title, and Telephone Number of School Board President

Signature of School Board President

Date

Dr. Charles T. York, Superintendent (281) 420-4800

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Two Public Hearings

The definition of terms of the application applies to this Appendix Two, Public Hearings. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement. PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX TWO. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school agrees to hold a public hearing concerning the proposed application for an OFSDP.
2. The board of trustees of the school district or the governing board of the open-enrollment charter school agrees to hold a public hearing annually to review the performance of the program proposed under this application.

The pre-application public hearing was conducted on:

Month:

Day:

Year:

Time:

Location:

NOTE: The applicant will be required to include a copy of the posting of this public hearing in the final progress report.

AGREED and accepted on behalf of the school district or open-enrollment charter school by a person authorized to bind the district.

Dr. Charles T. York, Superintendent

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District

Date

Appendix Three Narrative Description of Proposed Program

The definition of terms of the application applies to this Appendix Three, Narrative Description of Proposed Program. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Appendix Three describes the school district or charter school proposed OFSDP.

On 8 ½ x 11 inch paper, provide a concise description of the:

- program goals and objectives;
- proposed schedule offered to students participating in the OFSDP;
- staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include the contact hours the position and resource will be obligated to the program;
- qualification standards established for each staff and resource position;
- local procedures for identifying students, including how the school confirms and documents student eligibility;
- procedures for obtaining student and parental consent for participation in the OFSDP;
- process that will be implemented to maintain records of student eligibility, consent, and attendance;
- procedure the district will establish to ensure all students enrolled in the OFSDP are administered the required assessment instruments in the timeline established by the TEA; and
- criteria selected to report the progress of students participating in the OFSDP.

**Appendix Three
Goose Creek
Consolidated ISD**

Program Goals and Objectives

The Goose Creek Consolidated Independent School District would like to provide a flexible school day schedule for "at risk" students in order to provide the students the opportunity to meet the academic requirements for graduation. The primary goal of this program is to fulfill the needs of our at-risk students and provide the support necessary to obtain a high school diploma. The secondary goal is to provide a smooth transition to post -secondary institutes and/or a career of their choice. The objective would be to provide flexible scheduling opportunities that facilitate the attainment of a high school diploma through credit recovery and TAKS remediation.

Proposed Schedule

Students will have a flexible schedule both during and after the regular school day. Sessions will be held from 8:00 a.m. - 3:05 p.m. Monday through Friday during the regular school day. After school sessions will be from 3:30- 8:00 p.m. twice a week, Tuesday and Thursday. Students will be allowed to participate in one or both sessions depending on the individual student's needs.

Staff positions and Resource Personnel

The Program Director will be the Peter Hyland Center School Principal with five highly qualified teachers each providing instruction during the school day as well as 4.5 hours after school twice a week. Two counselors will be available during the day and evening. The PEIMS/attendance clerk will be responsible for documentation of attendance.

Staff Qualification Standards

Staff members will be selected based on teaching certification. All staff members will be highly qualified using the NCLB highly qualified definition.

Student Identification

Students will be eligible to attend if they are over age, currently enrolled in the 12th grade, and are labeled "at risk" or have dropped out within the last year. Special consideration will be given to students who are at risk of not graduating with their cohort, as well as seniors who are missing three credits or less and/or one or more sections of TAKS. The school counselors will determine student eligibility.

Enrollment Process

An enrollment application for the OFSDP will be completed by each participating student. The administrator and counselor will meet with the student and parent to explain the program requirements and obtain consent. Upon acceptance, the student will then be given a projected schedule of instruction, as well as the student's attendance and eligibility requirements. The PEIMS clerk and counselor will register and add the student to the PEIMS and attendance rosters. Applications, attendance rosters and performance reviews will be kept in the principal's office. Attendance rosters will be verified by the District's PEIMS office.

State Assessments

The students will be administered the district and state mandated exams at the high school campus using the same timeline established for all students.

Performance Reviews

Student progress will be analyzed using the number of credits received, six weeks progress reports, teacher feedback and benchmark scores.

"GCCISD does not discriminate on basis of race, color, national origin, sex, religion, age or disability in employment or provision of services, programs or activities"
GCCISD no discrimina a base de raza, color, origen nacional, religion, sexo, edad o discapacidad en empleo en la provision de servicios actividades.

Appendix Four Contact Sheet

The definition of terms of the application applies to this Appendix Four, Contact Sheet. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement:

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FOUR, CONTACT SHEET. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

District Contact for the Application

Contact Name:	Ms. Michelle Verdun
District Superintendent or Charter School Chief Operations Officer:	Dr. Charles T. York
Mailing Address:	4544 Interstate 10 East
City, State, Zip Code:	Baytown, TX 77521
Telephone Number:	281-420-4800
Alternate Telephone Number:	281-420-4555
Fax Number:	281-420-4558
Email Address:	myverdun@gccisd.net

Contact Name:	Dr. Patricia Bing
Email Address:	patricia.bing@gccisd.net

Contact Name:	Suzanne Heinrich
Email Address:	sqheinrich@gccisd.net

Contact Name:	
Email Address:	

NOTE: The majority of the contact for the approved OFSDP is done via email. Please make sure that a valid email address or valid email addresses are submitted on this form. More than one email address may be submitted. Please provide the full name(s) of the person or persons who are the email contact(s) to ensure that the TEA has accurate information.

Goose Creek Consolidated Independent School District



**Peter Hyland Center Dropout Prevention Plan
August 22, 2011**

Motto: "Success for All"

- **Description**
 - Serve students struggling to meet the academic requirements for graduation by providing flexible scheduling opportunities that facilitate the attainment of a high school diploma through credit recovery and TAKS remediation.

- **Criteria for participation**
 - Required criteria
GCCISD Students who have not experienced success in a traditional school setting.
 - At-Risk (according to PEIMS requirements)
 - Students that is at-risk of not graduating with their cohort.
 - Students behind on credits and/or need to pass one or more sections of TAKS.

- **Additional at-risk factors that will bear review**
 - Currently participating in an Alternative Education Placement for the 2010-2011 school year and/or classified as leavers.
 - Students struggling due to extenuating circumstances such as: employment, child care, head of household, medical reasons, single parent and other mitigating circumstances.

- **Staffing Needed**
 - Program Director
 - Peter Hyland Center Principal, Michelle Verdun
 - Staff Positions
 - Attendance Clerk
 - PEIMS Clerk
 - Counselor
 - Highly Qualified Teachers
 - During the school day
 - Night school hours (extra duty pay)

- **Schedule**
 - 8:00 AM – 3:05 PM (Monday through Friday)

- **3:30 – 8:00 PM (Tuesday and Thursday)**
 - **Curriculum**
 - **Odyssey Ware, Apex, Instructional Packets**
 - **Currently have the following courses available:**
 - **Algebra I, II, III**
 - **Pre-Calculus**
 - **English I, II, III, IV**
 - **Biology**
 - **Chemistry**
 - **IPC**
 - **Physics**
 - **U.S. History**
 - **World History**
 - **World Geography**
 - **Economics**
 - **Government**
 - **Math Models**
 - **Environmental Systems**
 - **Sociology**
 - **Spanish**
 - **Psychology**
 - **Art**
 - **Health**
 - **P.E.**
 - **Parenting**
 - **Foundations of Personal Fitness**
 - **Principles of Human Services**
 - **Child Development**
 - **Microsoft Office**
 - **Principles of Business**
- **Location**
 - **Peter Hyland Center**
- **Cost Implications – State Compensatory Funds**
 - **Extra Duty Pay for instructors from 3:30 to 8:00**
 - **2 days times 37 weeks = 74 days times 5 hours = 370 hours**
 - **370 hours times 4 teachers = 1480 hours times 25.00 = \$37,000**

SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

SUBJECT: CONSIDERATION OF APPROVAL OF CERTIFIED AD VALOREM TAX DEBT COLLECTION RATE 2011

RECOMMENDED ACTION: Approve the certification of the anticipated ad valorem collection rate for the 2011 tax roll.

RATIONALE: The certification of the anticipated ad valorem collection rate is a required State Property Tax Code step in the Truth in Taxation requirements for calculating a tax rate for any taxing entity. This rate represents the collections of both current, delinquent, and penalty and interest that will be collected in the coming year for the 2011 tax roll. This item is required to be submitted to the governing body of the tax entity from the Tax Assessor/Collector of the tax entity.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable.

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

Memo

To: Dr. Toby York, Superintendent
From: Charlene Piggott, Director Tax Services
Date: 7/12/2011
Re: Certification of the Anticipated Debt Collection Rate 2011

Attached for your review and consideration is the 2011 certified ad valorem anticipated collection rate.

This Tax Assessor/Collector certification is required by the State Property Tax Code, Section 26.04 (b) and must be submitted to the governing body before tax rate adoption.

The anticipated combined collections of the current and delinquent taxes with penalties and interest will provide Goose Creek Independent School District one hundred percent (100%) collections of the 2011 tax billing and is therefore certified at one hundred percent (100%). Also the excess debt collections for fiscal year 2010-2011 are certified at \$0.00 as our collections were anticipated, collected, and certified to be at 100% for this fiscal year as well.

This item will be placed on the August 8, 2011 board meeting agenda for Board of Trustees approval.



Charlene Piggott

Cc: Pete Pape

STATE OF TEXAS

PROPERTY TAX CODE, SECTION 26.04 (b)

COUNTY OF CHAMBERS/HARRIS

**CERTIFICATION OF ANTICIPATED COLLECTION RATE FOR
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

I, Charlene Piggott, Tax Assessor/Collector for the Goose Creek Consolidated Independent School District, certify that the anticipated collection rate of said District for the 2011 taxable year is one-hundred percent (100%). This percentage represents the sum of current and delinquent taxes, including penalties and interest, collected between July 1st of this year and July 1st of the next year.

The amount of excess debt collection for the 2010 year was \$0.00 dollars.

Charlene Piggott

Charlene Piggott, RTA, CSTA
Tax Assessor/Collector
Goose Creek Consolidated Independent School District

7-12-11

Date



SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

SUBJECT: CONSIDERATION OF THE 2011 SUPPLEMENTAL SCIENCE ADOPTION

RECOMMENDED ACTION: Approve the titles selected by the Supplemental Science Selection Committees under the 2011 Supplemental Science Adoption.

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

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Mr. Rick Kirk
Ms. Diana Cox
Mr. David Yannotta
Ms. Holli Malloy
Ms. Candy Ochoa



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**DAVID YANNOTTA, DIRECTOR
ASSESSMENT AND ACCOUNTABILITY**

August 2, 2011

TO: Rick Kirk
FROM: David Yannotta
SUBJECT: 2011 Supplemental Science Adoption

Goose Creek CISD Supplemental Science Textbook Committees completed their committee work and have made their final selections. The attached chart is a summary of the final Supplemental Science selections as determined by Goose Creek textbook committees. Although the adoption is a supplemental adoption for 2011, TEA still requires local school board review and approval of committee selections before instructional materials can be ordered.

I am requesting that the Supplemental Science adoption be placed on the August 8, 2011 School Board agenda.

Districts will be allowed to order Supplemental Science materials beginning on August 8 after local school board approval.

The science adoption was originally scheduled to take place during the 2011-2012 school year but the adoption was canceled. As a result, the legislature authorized a Supplemental Science adoption for the spring of 2011. The purpose of the Supplemental Science adoption is to ensure the new TEKS that are not covered in the prior science adoption are made available to Texas students.

Senate Bill 6 was recently approved. Below is a quick summary of the bill that is relevant to the Supplemental Science adoption.

- SB 6 created an Instructional Materials Allotment (IMA) for districts to use to purchase instructional materials. Each district will receive an instructional materials account in EMAT (Educational Materials System). When an instructional materials order is placed, the IMA will be reduced by the value of the requested materials. The amount each district will receive in their IMA will be communicated by TEA during the week of August 1, 2011.
- SB 6 transfers ownership of instructional materials from the state to the local district.
- SB 6 eliminates the conforming and non conforming lists and replaces them with one Commissioner's list.
- SB 6 eliminates the Maximum Cost list.

With the above in mind, the "Status" column in the attached chart will not contain "Conforming" or "Non-Conforming" terminology as was the practice for past adoptions and the "Maximum Cost" column that was provided for past adoptions has been removed. Because SB 6 created an IMA, the "Maximum Cost" list that previously was created by the state is no longer necessary. The terminology of "Commissioner's List" in the "Status" column indicates the selection is on the new Commissioner's List and, for Supplemental Science adoption purposes, means all necessary TEKS are covered.

The price of the selection in the "Price of Book/Subscription" column indicates the price per student over two years. This figure multiplied by the number of students ordered for will be subtracted from the district's IMA. TEA guidelines require districts to pay for two years per student at this time. The life of the Supplemental Science adoption is two years. After two years, a regular science adoption will take place.



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

DAVID YANNOTTA, DIRECTOR
STUDENT ASSESSMENTS AND ACCOUNTABILITY

TEXTBOOK ADOPTION: SUPPLEMENTAL SCIENCE ADOPTION
(2010-2011 School Year)

Science 5, Science 6-8, Biology, Chemistry, Physics and Integrated Physics and Chemistry

The district's 2010-2011 Supplemental Science 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 Commissioner's List.

SUBJECT	PUBLISHER	TITLE	STATUS	PRICE OF BOOK/ SUBSCRIPTION
Science, Grade 5	Rice University Science	STEMscopes, Grade 5	Commissioners List	\$7.80
Science, Grade 5 Spanish	Rice University Science	STEMscopes, Grade 5	Commissioners List	\$9.80
Science, Grade 6	Rice University Science	STEMscopes, Grade 6	Commissioners List	\$9.80
Science, Grade 7	Rice University Science	STEMscopes, Grade 7	Commissioners List	\$9.80
Science, Grade 8	Rice University Science	STEMscopes, Grade 8	Commissioners List	\$9.80
Biology, Regular	School Education Group Glencoe/McGraw Hill	Texas CINCH Science	Commissioners List	\$24.99
Biology, Pre-AP	Pearson/Prentice Hall	Ole: Online Learning Exchange	Commissioners List	\$16.00
Chemistry, Regular	Pearson/Prentice Hall	Ole: Online Learning Exchange	Commissioners List	\$16.00
Chemistry, Pre-AP	School Education Group Glencoe/McGraw Hill	Texas CINCH Science	Commissioners List	\$24.99
Physics, Regular	Pearson/Prentice Hall	Ole: Online Learning Exchange	Commissioners List	\$16.00
Physics, Pre-AP	School Education Group Glencoe/McGraw Hill	Texas CINCH Science	Commissioners List	\$24.99
Integrated Physics and Chemistry	Pearson/Prentice Hall	Ole: Online Learning Exchange	Commissioners List	\$16.00

SCHOOL BOARD AGENDA ITEM SUMMARY

AUGUST 08, 2011

SUBJECT: CONSIDERATION OF PURCHASE OF ELECTRONIC RESPONSE TO INTERVENTION SYSTEM

RECOMMENDED ACTION: Approve purchase of the I-Suite Student Assistance System module from GG Consulting, LLC in an amount not to exceed \$80,000.00.

RATIONALE: The approval of this purchase will allow for the implementation of an electronic Response to Intervention system.

BUDGET PROVISIONS/ACTION REQUIRED: 2011-2012 Federal Funds
2011-2012 Local Funds

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



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

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

TO: Suzanne Heinrich
FROM: Tom Kelchner
SUBJECT: I-Suite Student Assistance System Module
Purchase
DATE: July 26, 2011

The purchase of the I-Suite Student Assistance System module from GG Consulting, LLC will allow GCCISD to improve the Response to Intervention system for all students. In addition, Gifted and Talented, 504, LPAC and behavior functions will be supported in this module.

The purchase of this program will not exceed \$80,000.00.

GG Consulting, LLC

175 Pawnee Drive Boulder,
Colorado 80303 Federal Tax
ID#: 84-1349233

www.ggconsulting.com

Estimate

Date	Estimate #
9/17/2010	987

Name / Address

Goose Creek CISD Attn:
Thomas Kelchner P.O.
Box 30 Baytown, TX
77522

Description	Qty	Rate	Total
***This module is for (SA)2 Complete which includes modules for Student Assistance Teams (SAT), Response to Intervention (Rtl), 504, GT, LPAC, SSI, PGP, and Behavior Analysis	5,000	3.75	18,750.00
(SA)2 license fee for 1-5000 students ADA	5,000	3.00	15,000.00
(SA)2 license fee for 5000-10000 students	10,698	2.25	24,070.50
(SA)2 license fee for over 10000 students	8	925.00	925.00 -
Program Installation/Implementation 10% Volume Discount	50	-5,782.05	5,782.05
Student Assistance Administration System Training (2 planning, 4 training, 2 follow-up). Please note that training fees do not include travel expenses for the trainer which will be billed to the district upon completion of the training. Also, these training days are only an estimated number of days proposed for implementation but days may be added or removed at the district's discretion. SA2 manuals (The district may choose to avoid this charge by downloading and printing manuals free of charge).	60	900.00	7,200.00
Upgrade TR2 licensing from Special Education only students to all students in the district	2,112	30.00	1,500.00
1st year concurrent user fee for ASP services. Per student ASP fee (Includes servers, operating system, database, electricity, bandwidth, back-up, security, link to district web-page, and software upgrades)		1,056.00	1,056.00
The estimated annual maintenance for the programs and features listed above is approximately \$33,300.00		125.00	7,500.00
		3.50	7,392.00
If you have any questions about this estimate, please call Rolando Ocanas at (888) 442-6751.	Total		\$77,611.45

I-Suite
License Agreement- Addendum
August 2011

Goose Creek CISD has elected to add the Student Assistance Administration System. This page will replace Page 6 of the original License Agreement dated July 14, 2009 and the addendum dated January 13, 2011.

This license agreement applies to the following License Program modules and services: (Please check all that apply for this license for your district or cooperative).

- Special Education Manager (Exhibit A)
- Administrative/Report Utility (Exhibit B)
- Special Education Manager Spanish (Exhibit C)
- Student Services and Medicaid Manager (SM)² (Exhibit D)
- electronic Student Behavior Intervention Program (eS-BIP) (Exhibit E) (included in (SA)² program below)
- Student Assistance Administration System (SA)² (Exhibit F)
- Texas Test Results Reader (TR)² (Exhibit G)
- Student Information System Linkage (Exhibit H) – **Download**
- Student Information System Linkage (Exhibit H) – **Upload**
- I-Suite ASP (Exhibit I)
- IEP Power Tools (Exhibit J)

Accepted and Approved:

[Licensee]

[Licensor]

By: _____

By: _____

Title: _____

Title: CEO, *GG Consulting, LLC*

Date: _____

Date: _____

I-Suite
Maintenance Agreement - Addendum
August 2011

I-Suite Software Maintenance Agreement - Addendum

Goose Creek CISD has elected to add the Student Assistance Administration System (SA)² to the modules that it currently licenses. This page will replace the January 13, 2011 Addendum and page 25 of the original Maintenance Agreement dated July 14, 2009.

Fees and Expenses. The initial maintenance fee is based upon the number of students identified in your most recent special education Federal Count or average daily attendance (ADA) and are as follows: (Please check all that apply for the maintenance agreement for your district or cooperative.)

X Special Education Manager (Based on special education Federal Count)

1-500	\$7.70/student
501-1000	\$6.35/student
1001 and up	\$5.05/student

(less any discounts indicated on the price estimate)

X Special Education Manager Spanish (Based on special education Federal Count)

1-500	\$400/year
501-1000	\$700/year
1001 and up	\$1,000/year

X Student Services and Medicaid Manager (SM)² (Based on special education Federal Count)

1-5000	\$6.00/student
5001-1000	\$5.00/student
10001 and up	\$4.00/student

(less any discounts indicated on the price estimate)

electronic Student Behavior Intervention Program (eS-BIP) (Based on special education Federal Count)

1-500	\$4.50/student
501-1000	\$3.50/student
1001 and up	\$2.50/student

Plus

(less any discounts indicated on the price estimate)

X Student Assistance Administration System (SA)² (Based on ADA)

1-5000	\$1.25/student
5001-1000	\$1.00/student
10001 and up	\$0.75/student

(less any discounts indicated on the price estimate)

X Texas Test Results Reader (TR)² (Based on special education Federal Count)

\$.50/special education student for special education students only
 Or
 \$.50/special education student * 2 for all students in the district
 +
 \$100 load fee per district per year

X Student Information System Linkage - Download

Download (SIS to I-Suite)	\$500/year
Upload (I-Suite to SIS)	\$1,000/year

The annual maintenance fee is payable immediately and includes maintaining the linkage, including changes required due to SIS vendor changes.

X I-Suite ASP (Based on special education Federal Count-Requires a 3-year agreement.)

Base fee:	\$ 1000 + 75/concurrent user
Student-Based ASP fee:	\$ 3.50/student

Accepted and Approved:

[Licensee]

[Support Organization]

By: _____

By: _____

Title: _____

Title: CEO, *GG Consulting*, LLC

Date: _____

Date: _____

SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

SUBJECT: CONSIDERATION OF RESOLUTION TO SUSPEND PORTIONS OF POLICY EIE(LOCAL) FOR THE 2011-2012 SCHOOL YEAR ONLY

RECOMMENDED ACTION: It is recommended that the Board of Trustees adopt the attached resolution to suspend portions of policy EIE(LOCAL) for the 2011-2012 school year only.

RATIONALE: In addition to articulating district standards for mastery and promotion, policy EIE(LOCAL) restates the grade advancement testing provisions requiring students in grades 5 and 8 to meet the passing standard on applicable state-mandated assessment instruments to be promoted to the next grade.

TEA's Transition Plan for HB 3 explains that performance standards for grades 3 through 8 will not be established until fall 2012, which is several months after students have taken the first round of assessments in spring 2012. Because of this timeline, the Student Success Initiative (SSI) promotion requirements will not include use of the STAAR results in the 2011-12 school year only. The law continues to require the use of other academic information in promotion decisions, such as teacher recommendations and student grades.

BUDGET PROVISIONS/ACTION REQUIRED: Not Applicable

RESOURCE PERSONNEL: Dr. Toby York
Mr. Rick Kirk

**RESOLUTION OF THE BOARD OF TRUSTEES TO SUSPEND PORTIONS OF EIE (LOCAL)
FOR THE 2011–12 SCHOOL YEAR ONLY**

WHEREAS, Title 19, Chapter 101 of the Texas Administrative Code and section 28.0211(a) of the Texas Education Code require students in grades 5 and 8 to meet the passing standards on the applicable state-mandated assessment instruments for those grade levels to be promoted to the next grade.

WHEREAS, the Goose Creek CISD EIE(LOCAL) policy requires students in grades 5 and 8 to satisfy the above stated promotion standards in addition to local standards of promotion to be promoted to the next grade.

WHEREAS, state passing standards for the STAAR grade 5 and 8 examinations will not be established for the 2011–12 school year but only raw score data will be available.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of Goose Creek CISD shall suspend for the 2011–12 school year only the portions of EIE(LOCAL) that require students in grades 5 and 8 to meet the passing standards on the applicable state-mandated assessment instruments for those grade levels to be promoted to the next grade.

Adopted this 8th day of August, 2011, by the Board of Trustees.

President

Secretary

SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

SUBJECT: CONSIDERATION OF INTERLOCAL CONTRACT WITH HARRIS COUNTY DEPARTMENT OF EDUCATION ADAPTIVE BEHAVIOR CENTER (ABC)

RECOMMENDED ACTION: Approve contract for services to be rendered in an amount not to exceed \$58,500.00 for three Emotionally Disturbed Program units. Additional students will be served at the cost of \$2,700.00 per month. Services will be rendered between August 22, 2011 and May 31, 2012.

RATIONALE: The approval of this contract will provide services for eligible students based on individual educational plans as deemed necessary by the Admissions, Review, and Dismissal committee(s).

BUDGET PROVISIONS/ACTION REQUIRED: 2011-2012 Federal Funds
2011-2012 Local Funds

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



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

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

TO: Suzanne Heinrich

FROM: Tom Kelchner

SUBJECT: Contract with Harris County Department of
Education Adaptive Behavior Center (ABC)

DATE: July 21, 2011

Please find attached a copy of the Interlocal Contract with Harris County Department of Education Adaptive Behavior Center (ABC) for services to be rendered in an amount not to exceed \$58,500.00. This amount will reserve three Emotionally Disturbed Program units. Additional students will be served at the cost of \$2,700.00 per month. Services rendered between August 22, 2011 and May 31, 2012.

2011-2012 ANNUAL CONTRACT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and the **Goose Creek Consolidated Independent School District**, ("GCCISD") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services for eligible student(s) with disabilities of the GCCISD and to state the terms, rights and duties of the contracting parties.

1. For the period beginning **August 22, 2011**, and ending **May 31, 2012**, HCDE agrees to provide services described herein for **three (3) Emotionally Disturbed** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the GCCISD. Additional students can be served at the cost of \$2,700 per month. Monthly fees will be prorated at a full month rate (\$2,700) for students entering on or before the 15th of the month and at a half month rate (\$1,350) for students entering after the 16th of the month.
2. HCDE agrees to provide specialized facilities and properly certified/licensed personnel necessary to appropriately educate and provide instructional and counseling services to the student(s) in accordance with applicable law. During the period of this agreement, if HCDE fails to provide the necessary specialized facilities and certified personnel, the GCCISD may terminate services until such time as HCDE can provide the necessary specialized services contracted herein. HCDE will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.
3. HCDE agrees to furnish the GCCISD with a monthly statement of student(s) attendance.
4. HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the GCCISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the GCCISD.
5. The student(s) served under this contract have been classified by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within the GCCISD, and recommended for services as described herein. The ARD Committee of the GCCISD has affirmed the classification and approved the recommendation of such contracted services.
6. GCCISD will provide copies of all pertinent school records on the student(s) with parental or guardian permission. GCCISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) which may be obtained by the GCCISD during the term of this contract. HCDE will be available for participation with the GCCISD ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the GCCISD on the implementation of the IEP at least once per semester. A member of the GCCISD special education personnel will monitor, assess and evaluate the student(s)'s progress as established by the IEP, including at least one on-site visit annually.
7. In consideration of the services provided herein, the GCCISD agrees to pay HCDE a total amount of **\$58,500.00**. Total amount is calculated by multiplying the number of units X annual tuition rate (**\$19,500**). HCDE will invoice GCCISD and payment will be due immediately upon receipt of invoice. GCCISD agrees to pay HCDE in the following manner:
 - 50% of total amount due will be invoiced in **September 2011**
 - 50% of total amount due will be invoiced in **January 2012**

GCCISD may sell unused units to another district upon obtaining HCDE's prior written consent.

8. The parents of the student(s) shall not be charged for the services contracted under this contract.
9. HCDE will follow IDEA and other applicable laws when considering dismissal and/or expulsion.
10. This contract may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated in this contract.
11. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
12. Neither this contract nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgment and authorization of the other party.
13. Any notice provided under the terms of this contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

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

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

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

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

District School Superintendent

Date

Harris County School Superintendent

Date

For HCDE Office use only: Revenue Account No. 19920060100131 57250000 ABC-East

SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

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

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

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

BUDGET PROVISIONS: 2011-2012 Budget

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

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

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

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

WHEREAS, GOOSE CREEK CISD desires to enhance the students' ability to benefit from the learning environment by assuring adequate health services;

WHEREAS, HCHD as a healthcare provider and political subdivision of the State of Texas may, contract with a school district included in the hospital district to provide nursing services and assistance pursuant to TEX. HEALTH & SAFETY CODE ANN. §281.0465, as amended; and TEX. EDUC. CODE ANN. §38.052, as amended;

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

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

**I.
PROGRAM OVERVIEW**

HCHD will furnish health care services as outlined in the Scope of Services, Section II ("Services") to newborns and infants not more than eleven (11) months of age or a child or adolescent one (1) through twenty-one (21) years of age. Although the primary purpose of this Agreement is to benefit the infants, children and adolescents up to age twenty-one residing in the school district, individuals requesting Services will not be turned away based on an inability to pay, age, race/ethnicity, religion, gender, income, disability, political affiliation, or which school district the individual resides in.

The Services will be provided via a clinic located at San Jacinto Elementary School, 2615 Virginia St., Baytown, Texas 77520 and corresponding feeder schools. School nurses, employed or contracted by GOOSE CREEK CISD, will work with HCHD staff to assure appropriately managed referrals to the clinic and provide follow-up when indicated. The clinic will operate Monday through Friday during hours agreed upon by HCHD and GOOSE CREEK CISD. The clinic will close for HCHD recognized holidays and other days as determined necessary by HCHD. GOOSE CREEK CISD and HCHD shall comply with all applicable Federal and State laws regarding the operation of a school based health clinic, including Chapter 38 of the Texas Education Code.

**II.
SCOPE OF SERVICES ("Services")**

A. HCHD

HCHD agrees to provide the Services of an "Advanced Practice Nurse" (APN) which is a registered nurse, currently licensed in the State of Texas who is prepared for advanced nursing practice by virtue of knowledge and skills obtained in an advanced educational program of study

acceptable to the Board of Nurse Examiners for the State of Texas. The APN will provide care in accordance with the minimum standards of acceptable professional nursing practice, standing orders, standing delegation orders, and written Protocols, Policies, and Practice Guidelines agreed upon and signed by the APN and a physician on the medical staff of HCHD. HCHD will also provide other services and personnel reasonably necessary, as determined by HCHD, to perform its obligations during the term of this Agreement as listed below:

1. Hire, pay, supervise, and train, all nursing staff, and clerical support staff providing services pursuant to this Agreement.
2. Review and record health history.
3. Obtain the consent of the parent, guardian, managing conservator or other appropriate individual in accordance with applicable laws for health examinations, laboratory tests, medical treatment, referrals, and immunizations.
4. Determine Title V Grant eligibility, and assist parents, guardians, and managing conservators in applying for benefits under the Children's Health Insurance Program ("CHIP"), the Texas Medical Assistance Program ("Medicaid"), Title V Grant Funding including the THSteps Program. Neither HCHD nor GOOSE CREEK CISD guarantees that funding or benefits will be approved under any entitlement program.
5. Maintain and safeguard clinic medical records created, maintained, received, and used by HCHD personnel and physicians on HCHD's medical staff that contain protected health information and electronic health information, which includes personally identifiable health information ("Records") in a safe, secure place with restricted access. "Protected health information" or "electronic health information" is information, including demographic information collected from an individual, that is created, received, transmitted, or maintained by a health care provider in any form or medium; and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care; or the past, present, or future payment for the provision of health care to the individual; and that identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. (45 C.F.R. § 160.103). Release and/or disclosure of the Records in accordance with applicable state and federal laws. HCHD does not store or maintain education records. The Records will be stored separately from any education records maintained by GOOSE CREEK CISD for its students as defined by the Family Educational Rights and Privacy Act. GOOSE CREEK CISD will not be responsible for maintaining, safeguarding or storing Records.
6. Obtain and review health history, growth measurements and blood pressure as indicated.
7. Perform physical and mental development checkups. Assess alterations in normal health processes such as developmental delays and mental or behavioral problems. Identify possible referral sources for treatment and follow-up.
8. Perform THSteps examinations to include reviewing the results of the hearing and vision tests.
9. Treat minor acute illnesses.
10. Manage or assist in managing chronic illnesses.
11. Make referrals to HCHD and other medical service providers for coordination of treatment and management of resources with primary care physicians, social workers, school nurses

and non-medical psychotherapists as needed.

12. Provide limited medical case management of Services and facilitate treatment plans to assure appropriate medical care is provided on behalf of patients and others.
13. Provide immunizations as indicated in accordance with state laws and document as appropriate. HCHD will provide information to State immunization registry through the written consent of the parent or guardian or as required by law.
14. Offer assistance in promoting healthy strategies concerning diet, exercise, dental health care and rest and provide health education concerning disease prevention.
15. Screen for signs of physical and sexual abuse, substance use and neglect and report to authorities as required by law.
16. Provide screening, risk reduction strategies and intervention to minimize the spread of communicable diseases.
17. Request lab tests, review results, and recommend appropriate and timely follow-up of all abnormal results.
18. Provide clinical medical forms.
19. Provide available medical supplies and pharmaceuticals as prescribed.
20. Assist individuals in applying for HCHD services by directing them to HCHD registration centers where an application to obtain HCHD services may be filed. Neither HCHD nor GOOSE CREEK CISD guarantees that any individual or family will be meet the necessary requirements to receive HCHD services.
21. Subject to and in compliance with all State and Federal laws applying to GOOSE CREEK CISD, including the Family Educational Rights and Privacy Act, collect data and generate reports annually or as required by HCHD and GOOSE CREEK CISD, concerning the volume of clients treated, type of visit/treatment, number of immunizations provided based on HCHD audit of records, age of client/recipient, gender, ethnicity, common diagnoses, and eligibility for Medicaid, CHIPs, and Title V State Grant Funding. The specific name of a service recipient or any demographic information which could identify the recipient or reasonably lead to the service recipient's identity is not included in the report.
22. Appropriately dispose of bio-hazardous waste in the clinic area, created by HCHD personnel.
23. Serve on advisory and management committees as required or requested, subject to and in compliance with relevant State and Federal laws, including relevant provisions of Chapter 38 of the Texas Education Code.
24. Manage billing and collection procedures.

B. GOOSE CREEK CISD

GOOSE CREEK CISD shall provide suitable space within its Annex Campus or such other suitable space hereinafter referred to as "the Premises" as determined by GOOSE CREEK CISD. The Premises shall consist of the physical plant/facility and the contiguous land or property under GOOSE CREEK CISD's management and control, and it shall be in compliance with all applicable State and local building codes and any other requirements for the jurisdiction in which

it is located. GOOSE CREEK CISD is not hereby granting nor is HCHD hereby receiving a leasehold interest in the Premises. GOOSE CREEK CISD has no expectation of and makes no demand for compensation from HCHD or the patients and clients served under this Agreement. GOOSE CREEK CISD represents and warrants that it has legal authority to provide the Premises to HCHD and that HCHD may use the Premises subject to the terms and conditions of this Agreement.

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

1. Provide coordination with GOOSE CREEK CISD Health and Medical Services and school nurses.
2. At no cost to HCHD, provide secured space within its GOOSE CREEK CISD facility suitable to house HCHD's School-based clinic along with access lines for voice and data.
3. Perform vision, hearing, speech, and scoliosis screenings and review immunization information as required by GOOSE CREEK CISD and the State of Texas.
4. Provide case management services when indicated.
5. Subject to and in compliance with all State and Federal laws applying to GOOSE CREEK CISD, including the Family Educational Rights and Privacy Act, assure confidentiality of protected health care information in its possession and control.
6. Collect data and generate reports required by GOOSE CREEK CISD.
7. Serve on advisory and management committees as required or requested, subject to and in compliance with relevant State and Federal laws, including relevant provisions of Chapter 38 of the Texas Education Code.
8. At no cost to HCHD, provide on an ongoing basis, housekeeping services to ensure cleanliness is maintained for designated SBC area(s). Services shall include: Routine floor cleaning, general department dusting and cleaning, cleaning public waiting area(s), removal of non-medical waste and trash, and thorough cleaning of restrooms.

III.

BILLING AND COLLECTION OF PAYMENTS FOR SERVICES

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

The parties agree that GOOSE CREEK CISD is not a health plan, health care clearinghouse, or health care provider and does not transmit health information in an electronic form for payment of claims. GOOSE CREEK CISD is not responsible for any billing or collection of payment for Services.

HCHD and its staff may, in accordance with applicable HCHD policies and procedures, bill and collect payment(s) from patients, parents, students, third party insurers including, but not limited to, Children's Health Insurance Program ("CHIP"), the Texas Medical Assistance Program ("Medicaid"), Title V Grant Funding, and/or other responsible parties for Services rendered.

HCHD staff will be solely responsible for billing, collection, storage, and transporting any payment(s) received from patients, parents, students, and third parties on behalf of the patient or student. This responsibility cannot be delegated to GOOSE CREEK CISD staff. All collection activity will be

performed under the sole supervision, management, direction and control of HCHD.

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

Unless otherwise provided in State or Federal laws, this Agreement does not obligate HCHD or its staff to provide non-emergent medical treatment to GOOSE CREEK CISD employees, officers, licensees, invitees or any other third parties.

IV.

TERM OF AGREEMENT

- A. Commencement Date. This Agreement shall commence on September 1, 2011, and continue through August 31, 2012, unless terminated sooner by either party. This Agreement may be terminated by either party as provided in the termination section of this Agreement.
- B. Alternate Commencement Date. This Agreement may commence on the date of its adoption by the Board of Trustees, if such date is different from the date provided in IV.A. This Agreement will continue thereafter, through August 31, 2012, unless terminated sooner by either party as provided in the termination section of this Agreement. In the event this Agreement is governed by this paragraph, IV.B, an authorized representative of GOOSE CREEK CISD shall complete the Certificate of Approval and provide the date the Board of Trustees adopted or approved this Agreement ("Commencement Date").
- C. Extension. In an effort to prevent any lapse between the expiration of the current term and the commencement of a new term or Agreement, the parties may, through letter agreement, extend the then current term for up to 90 (ninety) consecutive, calendar days.

V.

NO FINANCIAL OBLIGATION

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

VI.

LIABILITY

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

VII.

REPORTS

HCHD agrees to furnish all information, documentation, and reports requested by GOOSE CREEK CISD pertaining to the Services performed incident to this Agreement to the extent such request for information does not violate any state or federal laws. GOOSE CREEK CISD reserves the right to

perform an evaluation of these Services in order to determine the benefits conferred upon GOOSE CREEK CISD. Subject to and in compliance with all State and Federal laws applying to GOOSE CREEK CISD, including the Family Educational Rights and Privacy Act, GOOSE CREEK CISD shall provide HCHD with all data necessary to conduct the Services specified in this Agreement and all data necessary for evaluation of the Services and for planning future related Services.

VIII. RELATIONSHIP OF PARTIES

It is understood and agreed that HCHD is an independent contractor and that neither HCHD nor any employee or agent contracted by HCHD shall be deemed for any purpose to be an employee or agent of GOOSE CREEK CISD. The Parties are independent principals in all relationships and actions under and contemplated by this Agreement and Texas law. This Agreement does not create any employment, partnership, joint venture, or agency relationship between the Parties.

HCHD assumes responsibility, within the limitations set forth in this Agreement and the laws of the State of Texas and applicable federal laws, for the actions of its personnel while performing any Services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security taxes), workers' compensation, disability benefits and like requirements and obligations.

GOOSE CREEK CISD assumes responsibility, within the limitations set forth in this Agreement and the laws of the State of Texas and applicable federal laws, for the actions of its personnel while performing any Services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security taxes), workers' compensation, disability benefits and like requirements and obligations.

IX. TERMINATION OF AGREEMENT

Either party shall have the right to terminate this Agreement, with or without cause, upon the provision of 90 (ninety) days prior written notice to the other party. HCHD reserves the right to completely discontinue Services and refer individuals to alternate treatment locations during the ninety day termination period or reduce availability and types of Services offered.

If termination has not been substantially completed as determined by the parties within (45) forty-five days after the termination notice, then HCHD will meet with GOOSE CREEK CISD and/or provide a written report which states what activities have been completed; remaining activities and their stage of completion; whether re-location of the physical clinic; clinic records and equipment will require a lease; and whether there are any competitive bidding laws and regulations that are applicable here. The meeting and the report are provided for informational purposes only and is not intended to or used to support a claim for loss of use of property, diminishment in property's appraised value, costs of utilities, security, cleaning or any claim for damages or compensation. The parties may extend the termination period for an additional thirty (30) days or such time as the parties may agree. The parties shall work together to accomplish continuity and transition of patient care.

Neither party shall incur liability for termination of this Agreement in compliance with this provision. Upon termination, HCHD will remove or arrange for removal or disposal of any protected health information regardless of its form or medium, any bio-medical waste created by HCHD personnel, and any HCHD owned furnishings, supplies, equipment, and records and peaceably surrender the school-base clinic space to GOOSE CREEK CISD, reasonable wear and tear excepted. Termination of this Agreement will not relieve either party of any obligation that continues or extends beyond the

attempt to access any educational records that would result in a violation of the Family Educational Rights and Privacy Act.

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

XIII. **TEXAS PUBLIC INFORMATION ACT**

It is understood by the parties that each party shall maintain its own records as a separate entity. Any request under the Texas Public Information Act, TEX. GOV'T CODE § 552.001 et. seq., as amended ("the Act") made exclusively to one of the individual parties shall not necessarily constitute a request to the other party nor create an obligation for said other party to respond to the request.

To the extent, if any, that any provision of this Agreement is in conflict with the, the same shall be of no force and effect. Furthermore, it is understood and agreed that either party may request advice, decisions and opinions of the Attorney General of the State of Texas regarding the application of the Act to any items or data maintained by either party and/or whether or not the same are available to the public. It is further understood and agreed that neither party shall have any liability or obligations to the other party for the disclosure to the public, or to any person or persons, of any items or data maintained by the disclosing party in reliance on the advice, decision or opinion of the Attorney General of the State of Texas.

In the event either one Party ("Receiving Party") receives a written request for information pursuant to Section 552.305 of the Act that affects the rights, title to, or interest in data or proprietary information of the Party so affected ("the Affected Party"), then the Affected Party will be promptly notified of such request. The Affected Party may, at its sole option and expense, prepare comments and submit information to the Attorney General for the State of Texas stating why the requested information is exempt from public disclosure pursuant to the requirements of the Act. Comments, information and memoranda must be submitted to the Attorney General for the State of Texas for an opinion within the time period prescribed by the Act.

The decision to seek or refrain from taking legal action to prevent disclosure of information or infringement regarding any request made to one or both of the parties under the Act is solely the responsibility of the Party whose rights are so affected and the other Party shall have no liability regardless of such decision or its outcome. The Parties will work cooperatively in resolving any issues concerning access to the requested information. Additionally, payment of attorney fees, expenses or court costs shall be the responsibility of the Party so incurring such expenses under this section. The parties agree that payment of costs incurred for searching, identifying, assembling and/or copying documents and other allowable charges shall be the responsibility of the Party making the request as permitted by the Act. This provision shall survive the expiration or termination of this Agreement.

XIV. **CONFIDENTIALITY OF RECORDS**

GOOSE CREEK CISD agrees to comply with all applicable Federal and State laws, rules, and regulations regarding Records and governmental records. Additionally, in compliance with and subject

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

XV.

DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION

The parties recognize and agree that a parent must provide written consent before a school or school district discloses personally identifiable information ("Records") from the student's education records, absent an exception under FERPA applies.

XVI.

COORDINATION OF AN EMERGENCY DISASTER MANAGEMENT PROGRAM

The parties agree to share appropriate information as a collaborative effort to assist one another in identifying and responding to critical events or emergencies occurring on GOOSE CREEK CISD's campuses or within the district's facilities. The type of events and emergencies contemplated include, but are not necessarily limited to, natural disasters involving fire, flood, tornadoes, or other severe weather; loss or disruption of power, water, communications or shelter; medical emergencies and other life-threatening medical emergencies; explosions, bomb threats, gun, knife or other weapons threats; spills or exposures to hazardous substances; the presence of unauthorized persons or trespassers; hostage situations; violence at school activities; incidents involving acts of terrorism; and other incidents posing a serious threat or harm to students, personnel, or facilities.

HCHD's school based clinic is not a dedicated emergency department and is not licensed as an emergency room or urgent care clinic under state law, nor is it an extension of an emergency center. Its ability to provide emergency medical support and treatment is limited both in capacity and capability. Therefore, in the event of a disaster such as enumerated above, HCHD will not be held responsible for providing emergency care.

Nothing in this Section shall create any liability for either party, if to do so would extend a party's liability beyond that which is set forth in the Texas Tort Claims Act "TTCA," Tex. Civ. Prac. & Rem. Code, Chapter 101.000. Subject to the TTCA, neither party shall be held responsible or hold the other party responsible for any direct, incidental or consequential damages arising directly or indirectly, in whole or in part, from any negligent or other conduct in relation to this provision.

XVII.

SECTION HEADINGS

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

XVIII.
NO WAIVER OF IMMUNITY

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

XIX.
NO WAIVER OF BREACH

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

XX.
GOVERNING LAW

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

XXI.
TRIPPLICATE ORIGINALS

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

XXII.
NO ASSIGNMENT

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

XXIII.
CONTRACT CONSTRUCTION

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

XXIV.
AUTHORIZATION OF AGREEMENT

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

XXV.
COMPLETE UNDERSTANDING

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

XXVI.
NO PERSONAL LIABILITY

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

IN WITNESS THEREOF, this Agreement has been executed by Harris County Hospital District and Goose Creek Consolidated Independent School District by duly authorized representatives in triplicate originals of equal force and effect:

HARRIS COUNTY HOSPITAL DISTRICT

**GOOSE CREEK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

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

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

ATTEST/SEAL

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

APPROVED AS TO LEGAL FORM ONLY:

**APPROVED AS TO LEGAL FORM
ONLY:**

VINCE RYAN
Harris County Attorney

By: _____
Lorna Jones
Assistant County Attorney
c.a. file#: 10-hsp-1472-LRJ / 06/01/11

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

CERTIFICATE OF APPROVAL AND COMMENCEMENT DATE

(For use only when choosing an Alternate Commencement Date pursuant to Section IV.B. Term of the Agreement)

This Agreement was approved or adopted by the Board of Trustees for GOOSE CREEK CISD, on _____, 20 ____ ("Commencement Date").

Signature: _____
Printed/Typed Name: _____
Title: _____
Date signed: _____

SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

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

RECOMMENDED ACTION: Approve the recommendation for the renewal of the commercial property/windstorm/mechanical breakdown insurance coverage with the Lexington Insurance Company (Chartis) as recommended by McGriff, Seibels and Williams, consultant for Region IV. The new annual premium will be \$1,248,429.00.

RATIONALE: To provide insurance coverage for \$250 million in GCCISD property assets. The present coverage will expire on August 31, 2011. The rates we have received represent a 9% increase over last year's; however, our assets have increased by 5%. We have recommended decreasing our "named windstorm" coverage to \$25 million and to increase our deductible from 2% of the value of the building per incident to 5%. These changes decrease our premium over \$200,000.00

BUDGET PROVISIONS: 2011 – 2012 Budget

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



July 22, 2011

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

RE: Property & Windstorm Insurance Package Renewal
September 1, 2011 to September 1, 2012

Dear Mr. Cote:

Please find the enclosed *Review & Recommendation for Property, Flood, Windstorm & Mechanical Breakdown Insurance* for your consideration. Over 51 insurance carriers and pools from around the world participated in the RFP process to insure the District's \$523 million in Total Insured Property Values.

The Property Insurance market for "Catastrophe-exposed" property owners has become highly constricted. The unusual number of insured catastrophes during the first half of 2011 has created tremendous losses in the global Property Insurance market (see attached news article).

The attached exhibit reveals how every viable insurance underwriter has been pressed to provide competitive terms for GCCISD. As has been the case with other "coastal" districts in the past few months, renewal terms are less competitive than 2010. Last summer, the District's insurance premium was reduced by 21% for a \$50 million "Named Storm" Limit.

In an effort to remain within a similar premium range for 2011, the District can reduce the amount of "Named Storm" limit to \$35 million or \$25 million. For example, to maintain a \$50M Named Storm, the premium rate is 30 cents per \$100 of insured property value, almost identical to the 2006 premium rate following Hurricane's Katrina and Rita. This rate can be lowered to 23 cents by lowering the "Named Storm" limit to \$25 million.

The carrier offering the most competitive lead terms is Lexington Insurance Company. This company insures most of the large governmental entities located in Harris County. The attached exhibit summarizes their most reasonable options. For example, Option 2 involves lowering the "Named Storm" Limit from \$50M to \$25M, and increasing the "Named Storm" deductible to 5%. As in the past, all options include a "Non-Named Storm" Limit of \$250 million per occurrence that could apply to Fire, Vandalism or Tornado loss. We have included peer analysis showing the "Named Storm" limit maintained by other local districts during this spike in the cycle.

Looking ahead, please note the following points:

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

Best regards,

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

Property & Casualty Insurance Changes from 2010-2011 to 2011-2012						
Coverage Item	Expiring Coverage Cost	Renewal Cost	Changes to Coverage	Difference	Miscellaneous	
Property/Windstorm/ Boiler and Machinery	\$1,144,843.00	\$1,248,429.00	Named storm limit reduced to \$25 million from \$50 million and deductible increased from 2% to 5% per location	\$103,586.00	9%	Assets have increased \$25.2 million or 5%
General Liability	\$29,490.00	\$30,285.00	No change	\$795.00	2.70%	
Business Auto Liability	\$144,256.00	\$155,070.00	Reduced liability deductible from \$1,000 each accident to zero	\$10,814.00	7.50%	Increased units by 6.6%
Business Auto Physical Damage	\$31,685.00	\$42,731.00	No change	\$11,046	35%	Increased value by 12%; market driven, catastrophic year in natural disasters
Inland Marine (Mobile Equipment)	\$3,453.00	\$3,900.00	Decreased wind/hail deductible from \$25,000 to \$1,000	\$447.00	13%	
Educators Legal Liability (Professional Liability)	\$39,798.00	\$42,919.00	No change	\$3,121.00	7.80%	District has three open claims under this policy

2011 Property & Windstorm Insurance Peer Analysis

District/Entity	Named Storm Loss Limit	Total Insured Values	Lead Carrier
Aldine ISD	\$50 million	\$1,500,000,000	Axis/AWAC
Alief ISD	\$100 million	\$766,000,000	Lexington
Channelview ISD	\$50 million	\$207,500,000	Lexington
Clear Creek ISD	\$50 million	\$1,100,000,000	Lexington/ACE
Cy-Fair ISD	\$100 million	\$1,400,000,000	Lex/Wortham
Ft. Bend ISD	\$100 million	\$1,500,000,000	Lexington
Galena Park ISD	\$30 million	\$494,000,000	Axis
Goose Creek CISD	\$25 million	\$523,510,000	Lexington
Houston ISD	\$200 million	\$3,200,000,000	Lexington
Katy ISD	\$50 million	\$1,200,000,000	Lexington
Klein ISD	\$50 million	\$1,100,000,000	Lexington
LaPorte ISD	\$20 million	\$377,000,000	C.N.A.
Pasadena ISD	\$50 million	\$1,282,000,000	Axis
Pearland ISD	\$100 million	\$400,000,000	Lexington
Spring Branch ISD	\$100 million	\$900,000,000	Lexington

RFP Summary Goose Creek CISD Effective Date: 9/1/2011	
Carrier/Pool	Underwriter Response
ACE	\$5M part of \$25M x/o \$25M Named Storm Only; Indicated layer price of \$600,000; needs 150% of model pricing; not viable
Allianz	Not writing CAT exposed School Districts; suggested approaching FF E&S division
Alterra	Drastic change in Average Annual Loss (AAL) from last year; base metric is 2 x AAL but on this account they can go with straight AAL; need \$350K for \$25M x/o \$25M
AmRisc	Due to RMS 11.0 modeling results they would need 5% NS deductible and \$1,540,000 premium for \$25M primary
ARCH	\$500K+ premium for layer price on \$25M x/o \$25M; Only \$5M capacity available at that attachment; not competitive
Aspen	Quoted \$10M p/o \$25M x/o \$25M NS Only; 28% increase over expiring rate
AWAC	Not willing to quote based on Lexington's terms and the modeling results
AXIS	\$5M p/o \$25M x/o \$25M for \$450K layer premium; Could participate in a primary at a 5% deductible needs \$.30 - \$.40 for primary \$25M
Beazley	Due to size, location and accumulation issue; would participate in excess only if offering terms
Berkshire	Indicated at least .75 cent rate per \$100 value for Primary \$5M
Chubb	Requires 5% deductible; no SFHA Zone Flood and not targeting School Districts currently unless pricing, terms and "political climate" align
CNA	Still requiring minimum of a 20% attachment which is now excess of \$100M, still not a viable option unless the insured requires named storm limits in excess of \$100M
Colony	Needs to attach excess of \$75M to offer capacity
Commonwealth	Not quoting Tier I or Tier II School Districts
Crum & Forster	Not quoting Tier I or Tier II School Districts
Endurance	Modeling results cost prohibitive; closing file unless excess of \$100M required
Essex	Only willing to quote if excess of \$50M
Fireman's Fund E&S	\$5M p/o \$25M x/o \$25M, \$600,000 layer price needed
FM/Affiliated	Will not write Tier 1 or Tier 2 ISD's
Great American	AOP Market Only; Unable to offer Wind & Hail in Tier I or Tier II
Hanover	Will not write Tier 1 or Tier 2 ISD's
Hiscox	Primary only on School Districts; would need to Quota share a \$5M primary; pricing and deductible problematic
ICAT	Unable to offer competitive terms due to the amount of RDS driven by the location of this risk
Ironshore	\$5M p/o \$25M x/o \$25M, Indicated Premium of \$525,000
James River	Needs 3 to 4 times current pricing of \$290K for the \$25M x/o \$25M layer
Lancashire	Excess Market Only
Lexington	(1) Expiring Terms (2 & 3) 5% and 10% NS deductible at \$10M NS limit (4) 5% deductible at \$25M NS limit
LIU	Excess Market Only
Lloyds Of London	Cannot come within 50% of Lexington's offer

MunichRE	Unable to offer competitive terms due to the amount of RDS driven by the location of this risk
One Beacon	Excess Market Only
Philadelphia	No longer writing Harris County ISD's
Republic/Lloyds	GCCISD TIV is too large
RLI	Not quoting Tier I or Tier II School Districts
Rockhill	Not Currently Quoting Tier I or Harris County School Districts
RSUI	Quoted; Increased participation to \$15M p/o \$25M x/o \$25M NS Only for a layer price of \$290,000; Approximate 28% increase against the expiring rate
Scottsdale	Modeled poorly; needs to attach at \$100M in order to offer capacity
TAPS	\$50M Named Storm Limit is shared among multiple districts
TASB	Unable to offer competitive terms due to the amount of RDS driven by the location of this risk
TPS	Unable to offer competitive terms due to the amount of RDS driven by the location of this risk
Travelers	Not interested in Quoting due to (1) accumulation issues, (2) high PML on RMS 11.0 modeling results and (3) they were non-competitive last year at almost twice the rate required by Lex
TWIA	District Does not qualify for State Windpool eligibility
United National	Due to location, size and RMS 11.0 modeling results
Zurich	Model indicates a \$.30 rate for primary \$5M with a 5% deductible; not competitive

SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

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

RECOMMENDED ACTION: Approve the renewal of professional liability insurance coverage with Illinois National Insurance Company of Chicago, IL, (Chartis) as recommended by McGriff, Seibels and Williams, consultant for Region IV and the administration, with an annual premium of \$42,919.00. The effective date of the new policy will be September 1, 2011 through September 1, 2012.

RATIONALE: To provide errors and omissions/professional liability/employment practices liability insurance coverage for district school leaders and professionals. The rate we are recommending represents a 7.8% increase in the premium from last year.

BUDGET PROVISIONS: 2011 – 2012 Budget

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



July 22, 2011

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

RE: School Leaders E&O Risk Protector Insurance Renewal
September 1, 2011 to September 1, 2012

RECOMMENDATION

We recommend that the Board of Trustees renew the expiring School Board Legal Liability Insurance coverage with Illinois National Insurance Company (Chartis) for the September 1, 2011-2012 term. The carrier's A.M. Best rating is A XV ("Excellent"). The Policy Limits of Liability remain \$3,000,000 in the "aggregate" for a renewal premium of \$42,919. All coverage terms remain unchanged from the expiring policy. The District currently has three (3) open claims under this policy.

JUSTIFICATION FOR RECOMMENDATION

The District can maintain coverage terms by renewing coverage with Illinois National Insurance Company (Chartis) for the 2011-2012 term. Because this coverage is written on a "Claims Made" basis, we recommend continuity with the existing carrier to mitigate potential coverage gaps.

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

Best regards,

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

Cc: Mr. Wallace Vosloh – GCCISD

Educators Legal Liability

Policy Period: September 1, 2011 to September 1, 2012

LIMITS	Illinois National - Expiring	Illinois National - Renewal
Policy Damages Limit of Liability Aggregate	\$3,000,000 for Damages	\$3,000,000 for Damages
Separate Sub-limits: IEP Hearing Aggregate Desegregation Limit of Liability Breach of Contract Limit of Liability Breach of Fiduciary Duty Limit of Liability *Sub-limits for Limited Sexual Misconduct Claim Coverage	\$100,000 for Claim Expense \$100,000 for Claim Expense \$100,000 for Claim Expense \$25,000 for Claim Expense Excluded *Defense Costs Only	\$100,000 for Claim Expense \$100,000 for Claim Expense \$100,000 for Claim Expense \$25,000 for Claim Expense Excluded *Defense Costs Only
TERMS & CONDITIONS:		
Proposed coverage provides protection for elected officials, appointed board members, administrators, teachers, substitute teachers, student teachers and all other employees (including volunteers) who were, are, or shall be employed by the district.	Yes	Yes
Claims Made Form	Yes	Yes
Full Prior Acts Coverage	Yes	Yes
Pay on Behalf	Yes	Yes
Duty to Defend	Yes	Yes
The company shall defend all claims arising from civil suits against the Insured alleging a wrongful Act including but not limited to civil rights, Section 1983, discrimination, sexual abuse, sexual harassment and sexual molestation, Failure to Educate, IDEA and ADA claims.	See Policy Terms & Conditions	See Policy Terms & Conditions
A claim shall include demand received by the Insured for money, services or non-pecuniary relief. This shall include the service of suit or institution of arbitration proceedings against the Insured.	Yes	Yes
Claims expenses shall include attorney fees and all other fees, costs and expenses arising from defense of any claim.	Yes	Yes
The company will pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of the policy	Yes	Yes
The company will defend and pay claims arising out of corporal punishment or student discipline	As Per Policy Form	As Per Policy Form
Limits of coverage will not be reduced by the payment of defense costs (defense in addition to limits)	Yes	Yes

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



LIMITS	Illinois National - Expiring	Illinois National - Renewal
Non-Monetary Suite Defense Cost	Yes	Yes
Extended Discovery Period Option Offered	Yes	Yes
Intellectual Property Extension	Excluded	Excluded
Consultants & Independent Contractors Extension	Excluded	Excluded
Bodily Injury, Libel, Slander, Defamation, Assault and Battery	Included in GL except in EPLI	Included in GL except in EPLI
Coverage for Punitive Damages	Excluded	Excluded
Outside Directorship Extension	Excluded	Excluded
Discrimination, Hiring, Termination & Promotion Extensions (EPL coverages)	Yes	Yes
DEDUCTIBLES:	\$50,000 Each Wrongful Act \$50,000 Each EPL Violation \$10,000 Each IEP Hearing	\$50,000 Each Wrongful Act \$50,000 Each EPL Violation \$10,000 Each IEP Hearing
ESTIMATED ANNUAL PREMIUM:	\$39,798	\$42,919
CARRIER:	Illinois National (Chartis)	Illinois National (Chartis)
A.M. BEST RATING:	A XV	A XV
First Policy Inception Date	08/15/2002	08/15/2002
Expanded Coverage First Inception Date	10/01/2007	10/01/2007

Note:
Optional Renewal Quote to Include \$500,000 for Network Security / Privacy Endorsement Limit of Liability: \$51,149

SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

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

RECOMMENDED ACTION: Approve the renewal of the Aggregate Deductible Plan for Workers' Compensation Insurance with Texas Association of School Boards (TASB), as recommended by Region IV Risk Management Services and the Administration, for an effective date of September 1, 2011 through August 31, 2012.

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

The recommended renewal provides for administrative services and stop loss insurance at a cost of \$78,266 which is a 43% reduction from last year, and aggregate claims retention of \$746,218 which is a 3.4% reduction over the previous year. TASB has offered the District a \$8,697 credit toward our renewal if we execute the renewal agreement.

BUDGET PROVISIONS/ACTION REQUIRED: 2011 – 2012 Budget

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



August 2, 2011

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

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

Dear Mr. Cote:

As the District's Risk Management partner, we are pleased to present the following "Review and Recommendation" for the District's Workers Compensation Insurance program. We recommend the *Aggregate Deductible* plan offered by the Texas Association of School Boards self insurance pool (TASB) for the September 1, 2011/2012 policy term. TASB has offered a continuation of the "Self-Insured" program originally bound September 1, 2001 with the following highlights:

- Initial Renewal Contribution (After Renewal Credit): **\$78,266**
- Aggregate Claims Retention: **\$746,218**
- Figures based upon **\$118,949,931** in estimated annual payroll.

We have included a summary of the expiring and renewal program components for your further review. You will note that the TASB net contribution rates and the claims liability rate/factor have been reduced. In addition, TASB has agreed to pay a **\$8,697** Membership Experience Renewal Reward if the District agrees to execute the renewal agreement.

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

- Minimum Cost (@ \$0 in Annual Claims Cost): \$ 78,266
- Probable Cost (@ \$500,000 in Annual Claims Cost): \$ 578,266
- Potential Maximum Cost (Claims Cost > \$746,218): \$ 824,484

We recognize this plan as the best value in the current marketplace and recommend the District accept Aggregate Deductible as proposed by TASB for the 2011/2012 program term. This recommendation assumes the District will maintain the following programs:



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

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

We look forward to discussing your thoughts about our recommendation.

Best regards,

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

CC:

Mr. Wally Vosloh, GCCISD

SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

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

RECOMMENDED ACTION: Approve the renewal from St. Paul/Travelers Insurance Company for a general/auto liability, auto physical and catastrophic physical damage, and mobile equipment insurance coverage as recommended by McGriff, Seibels & Williams, Region IV Risk Management Services consultant and the administration. The annual premium for these coverages is \$231,986.00.

RATIONALE: To provide required insurance coverage for district liabilities. Our present insurance coverage will expire August 31, 2011. The rates we are recommending represent the following increases:

General Liability	2.7%
Auto Liability	7.5%
Auto Physical Damage	35%
Mobile Equipment	13%

BUDGET PROVISIONS/ACTION REQUIRED: 2011-2012 Budget

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



July 22, 2011

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

**RE: General Liability/Automobile Liability & Automobile Physical Damage Insurance
Renewal Recommendation**
September 1, 2011 to September 1, 2012

Dear Mr. Cote:

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

We have recently concluded our annual survey of the insurance market, which confirms that the Travelers renewal terms continue to represent the best "over-all value" to the District. The attached exhibit compares the expiring program with the renewal terms offered by Travelers.

Based on the renewal schedules, the overall power unit count has increased by 24 units during the past twelve-months to 333 vehicles and 52 trailers. Due to this exposure increase, the renewal premium has increased. Due to The District's loss history and loss prevention efforts, the "Per Unit" Auto Liability premium rate remains very competitive (\$466 per vehicle). Other highlights are as follows:

- 2010 vs. 2011 Premium: \$208,884 vs. \$231,986 (2009 Premium: \$293,617)
- Travelers includes coverage for vehicle damage arising from windstorm (\$5,000,000 per occurrence loss limit).
- Travelers includes an aggregate limit for "Sexual Misconduct" to \$2,000,000 within the General Liability coverage.

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

Best regards,

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

Property & Casualty Insurance Changes from 2010-2011 to 2011-2012						
Coverage Item	Expiring Coverage Cost	Renewal Cost	Changes to Coverage	Difference	Miscellaneous	
Property/Windstorm/ Boiler and Machinery	\$1,144,843.00	\$1,248,429.00	Named storm limit reduced to \$25 million from \$50 million and deductible increased from 2% to 5% per location	\$103,586.00	9%	Assets have increased \$25.2 million or 5%
General Liability	\$29,490.00	\$30,285.00	No change	\$795.00	2.70%	
Business Auto Liability	\$144,256.00	\$155,070.00	Reduced liability deductible from \$1,000 each accident to zero	\$10,814.00	7.50%	Increased units by 6.6%
Business Auto Physical Damage	\$31,685.00	\$42,731.00	No change	\$11,046	35%	Increased value by 12%; market driven, catastrophic year in natural disasters
Inland Marine (Mobile Equipment)	\$3,453.00	\$3,900.00	Decreased wind/hail deductible from \$25,000 to \$1,000	\$447.00	13%	
Educators Legal Liability (Professional Liability)	\$39,798.00	\$42,919.00	No change	\$3,121.00	7.80%	District has three open claims under this policy

General Liability

Policy Period: September 1, 2011 to September 1, 2012

LIMITS	Travelers – Expiring	Travelers - Renewal
Per Occurrence Limit	\$1,000,000	\$1,000,000
Personal Injury / Advertising Injury	\$1,000,000	\$1,000,000
General Aggregate	\$3,000,000	\$3,000,000
Products/Completed Operations Aggregate	\$3,000,000	\$3,000,000
Employee Benefit Liability – Each Employee	\$1,000,000	
Employee Benefit Liability – Aggregate	\$3,000,000	
Premises Damage Liability / Fire Legal Liability	\$100,000	\$100,000
Medical Payments	Excluded	\$5,000
Abuse or Molestation – Each Employee	\$1,000,000	\$1,000,000
Abuse or Molestation – Aggregate	\$2,000,000	\$2,000,000
Statutory Cap Limits Of Coverage:		
Each Person	\$100,000	\$100,000
Each Occurrence	\$300,000	\$300,000
Property Damage	\$100,000	\$100,000
DEDUCTIBLES / RETAINED LIMITS:	Nil Except \$1,000 for EBL	Nil Except \$1,000 for EBL
ESTIMATED ANNUAL PREMIUM:	\$29,490	\$30,285
CARRIER:	Travelers	Travelers
A.M. BEST RATING:	A+ XV	A+ XV

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



Automobile Liability and Physical Damage

Policy Period: September 1, 2011 to September 1, 2012

LIMITS	Travelers – Expiring	Travelers - Renewal
Liability (Symbol 1 - Any Auto) – Combined Single Limit	\$500,000	\$500,000
Hired & Non-Owned Liability	Included	Included
Personal Injury Protection / Medical Payments	Rejected	Rejected
Uninsured / Underinsured Motorists	Rejected	Rejected
Statutory Cap Limits of Coverage Endorsement		
Texas Bodily Injury Each Person Statutory Cap Limit	\$100,000	\$100,000
Texas Bodily Injury Statutory Cap Total Limit	\$300,000	\$300,000
Texas Property Damage or Pollution Cost or Expense Statutory Cap Limit	\$100,000	\$100,000
Physical Damage – Collision and Comprehensive-Private Passenger, Buses, Trucks, Trailers, Vans (Symbol 2 – Owned Autos Only)	Actual Cash Value or Cost of Repair, Whichever is Less	Actual Cash Value or Cost of Repair, Whichever is Less
Automobile Physical Damage – Loss Limit for Any One Event. Includes Mobile Equipment, Inland Marine, etc.	\$5,000,000	\$5,000,000
Hired Car Physical Damage	\$50,000	\$50,000
Physical Damage – Total Values	\$12,845,387	\$14,388,111
Garagekeepers Legal Liability	N/A	N/A
Defense Costs	Outside the Limits	Outside the Limits
Vehicle Count	313 Power Units 48 Trailers	333 Power Units 52 Trailers
DEDUCTIBLES / RETAINED LIMITS:		
Liability	\$1,000 Each Accident	Nil
Physical Damage Comprehensive	\$2,000 Per Vehicle	\$2,000 Per Vehicle
Physical Damage Collision	\$2,000 Per Vehicle	\$2,000 Per Vehicle
Physical Damage – Named Storm	\$2,000 Per Vehicle	\$2,000 Per Vehicle
Flood (other than Named Storm)	Included in Above	Included in Above
ESTIMATED ANNUAL PREMIUM:		
Liability	\$144,256	\$155,070
Physical Damage	\$31,685	\$42,731
RATES:		
Liability	\$461 Per Vehicle	\$466 Per Vehicle
Physical Damage	.243% of Vehicle Cost	.293% of Vehicle Cost
TOTAL:	\$175,941	\$197,801
CARRIER:	Travelers	Travelers
A.M. BEST RATING:	A+ XV	A+ XV

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



Inland Marine

Policy Period: September 1, 2011 to September 1, 2012

LIMITS	Travelers – Expiring	Travelers - Renewal
Contractors Equipment Maximum Payment	\$792,664	\$836,120
Scheduled Property	\$41,249	\$26,100
Newly Acquired Contractors Equipment	\$250,000	\$250,000
REPLACEMENT ITEMS:		
Loss to Any One Item	\$10,000	\$10,000
Rental Cost	\$5,000	\$5,000
Flood – Aggregate	Included in Limits	Included in Limits
Earthquake – Aggregate	Included in Limits	Included in Limits
DEDUCTIBLES:		
Basic	\$1,000	\$1,000
Flood	\$1,000	\$1,000
Earthquake	\$1,000	\$1,000
Windstorm / Hail	\$25,000	\$1,000
PREMIUM:	\$3,453	\$3,900

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SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

**SUBJECT: CONSIDERATION OF FIRST READING OF FMH (LOCAL);
STUDENT ACTIVITIES COMMENCEMENT**

RECOMMENDED ACTION: Approve on First Reading of revision to Board Policy FMH (LOCAL) policy as recommended by the Administration.

RATIONALE: The Board of Trustees reviews all revisions, additions, and deletions to legal and local Board policies.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier
Mr. Rick Kirk
Ms. Diana Cox
Ms. Suzanne Heinrich

PROPOSED REVISIONS

COMMENCEMENT
EXERCISES

The District's commencement exercises shall be occasions of dignity in recognition of achievement and honors. The District shall expect all students participating in these exercises to conduct themselves in a manner that is a tribute to their parents, the school, and the community.

If a student fails to conduct himself or herself in such a manner during the hours allotted for these programs, he or she may be removed from the ~~baccalaureate and/or~~ commencement exercises, and his or her diploma shall be withheld until proper disciplinary action can be taken.

To be eligible to participate in commencement activities and ceremonies, a student shall meet all state and local graduation requirements, including all applicable state testing. [See EI, EIF]

SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

SUBJECT: CONSIDERATION OF BUDGET AMENDMENT

RECOMMENDED ACTION: Approve Amendment No. 25 as stated in Section 23.47 of the Texas Education Code and reflect the amendment in the official minutes of the Board of Trustees.

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

BUDGET PROVISIONS / ACTION REQUIRED: Amend the 2010-2011 Budget

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Pape

**Goose Creek Consolidated Independent School District
Estimated Total General Fund Balance
As of August 8, 2011**

Audited General Fund Balance as of August 31, 2010 (net of inventory and prepaid items)	\$60,545,365
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>
Audited General Fund Balance less General Fund Designations as of February 28, 2011	<u>50,045,365</u>
<u>Fund Balance Budget Amendments</u>	
9/27/10 #2 Purchase Order Roll-forward	(1,882,866)
10/11/10 #4 Construction Activities Due To West Town/Pumphrey Closing	(943,596)
10/25/10 #6 Replace Buses Involved in Wreck	(198,392)
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)
05/23/11 #16 FEMA and TEA Reimbursement for Hurricane Ike Damage	3,286,000
05/23/11 #18 Operating Transfer In from Self-Funded Health Insurance	157,306
Total Change in Fund Balance	<u>(\$2,366,455)</u>
Current Estimated General Fund Balance	<u><u>\$47,678,910</u></u>

BUDGET AMENDMENT

Amendment No. 25
 General Fund
 Fund No. 199
 Local Maintenance Fund

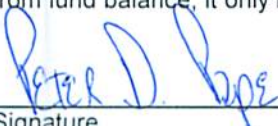
APPROPRIATIONS (DECREASE)

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-51-6259-00-913-1-99-342	Utilities	<u>\$ 5,014,750</u>	<u>\$ (490,000)</u>	<u>\$ 4,524,750</u>

APPROPRIATIONS INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-32-6119-00-999-1-99-000	Salaries - Social Work Services	\$ 473,735	\$ 10,000	\$ 483,735
199-34-6119-00-999-1-99-000	Salaries - Student Transportation	4,545,736	300,000	4,845,736
199-36-6119-00-999-1-99-000	Salaries - Extracurricular	2,265,500	180,000	2,445,500
	TOTAL	<u>\$ 7,284,971</u>	<u>\$ 490,000</u>	<u>\$ 7,774,971</u>

This amendment to redistribute appropriations between functions is requested by Pete Pape, Chief Financial Officer, to cover shortages in certain salary accounts due to the adopted budget being based on average salaries, moving employees from one position to another position during the school year, and for transportation part-time positions which were inaccurately budgeted (which has been corrected for 2011-12). This amendment does not take monies from fund balance, it only moves monies from one function to another.



 Signature

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

C L O S E D M E E T I N G

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

Recess into Closed Meeting

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

Texas Government Code Section:

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

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

SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

SUBJECT: CONSIDERATION OF PERSONNEL ACTION

RECOMMENDED ACTION: Approve thirteen (13) elections subject to assignment; approve five (5) resignations.

RATIONALE: Fill vacancies for the 2011-2012 school year; accommodate employees' request to resign.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier

/jr

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Office of the Superintendent
Baytown, Texas

August 8, 2011

ELECTIONS

1. **Lizzet Austin**, teacher, assigned to Alamo Elementary School.

A. High School Attended	North Shore High School
B. Degree Conferred	BS – HBU
C. Hours in Teaching Areas	Elementary – 36; Bilingual – 24
D. Grades	Good
E. Experience	None
F. Certification	Standard Bilingual Generalist-Spanish EC-6
G. Interviewers	S. Moore-Fontenot, Dr. R. Wyatt

2. **Michael Auzenne**, teacher, assigned to Goose Creek Memorial High School.

A. High School Attended	North Shore High School
B. Degree Conferred	BS – Lamar University
C. Hours in Teaching Areas	Law Enforcement – 36
D. Grades	Good
E. Experience	Police Officer 8 years
F. Certification	Standard Trades and Industry EC-12
G. Interviewers	Dr. B. Cannariato, A. Richard

3. **Brandy Bernat**, teacher, assigned to Lamar Elementary School.

A. High School Attended	Robert E. Lee High School
B. Degree Conferred	BS – Texas A&M University
C. Hours in Teaching Areas	Elementary – 24; Special Ed – 24
D. Grades	Good
E. Experience	4 years
F. Certification	Standard Generalist EC-4, Special Ed EC-12
G. Interviewers	S. Moore-Fontenot, R. Ysquierdo

4. **Patricia Cheshire**, teacher, assigned to Robert E. Lee High School.

A. High School Attended	Garland High School
B. Degrees Conferred	BA – Texas A&M; BS – Lamar University
C. Hours in Teaching Areas	Biology – 36; English – 24; Science – 12
D. Grades	Good
E. Experience	2 years
F. Certification	Provisional Biology, English 6-12 Standard Trades and Industry EC-12
G. Interviewers	Dr. B. Cannariato, B. Davis

5. **Sarah Davies**, teacher-coach, assigned to Ross S. Sterling High School.

A. High School Attended	Johnston City High School, IL
B. Degree Conferred	BA – Blackburn College
C. Hours in Teaching Areas	Special Ed – 36; English – 12; Reading – 18
D. Grades	Good
E. Experience	6 years
F. Certification	Standard Special Ed EC-12 English Language Arts/Rdg 8-12
G. Interviewers	Dr. B. Cannariato, Dr. D. Beck

6. **Tara Fountain**, teacher, assigned to Gentry Junior School.

A. High School Attended	Barbers Hill High School
B. Degree Conferred	BS – Lamar University
C. Hours in Teaching Areas	Elementary – 48; Special Ed – 24
D. Grades	Excellent
E. Experience	None
F. Certification	Standard Generalist 4-8, Special Ed EC-12
G. Honors	Dean's List, Honor Society
H. Interviewers	S. Moore-Fontenot, D. Gillings

7. **Beverly Johnson**, teacher, assigned to Bowie Elementary School.

A. High School Attended	Sperry High School, OK
B. Degrees Conferred	BS – Northeastern State University MS – University of the Southwest
C. Hours in Teaching Areas	Reading – 56; English – 12; Elementary – 18
D. Grades	Excellent
E. Experience	15 years
F. Certification	Standard Master Reading Teacher EC-12 English Language Arts/Rdg 4-8, Generalist EC-4
G. Interviewers	S. Moore-Fontenot, J. Lannou

8. **Keith Lay**, teacher, assigned to Ross S. Sterling High School.

A. High School Attended	Bay Area Christian High School
B. Degree Conferred	BS – UH
C. Hours in Teaching Areas	Special Ed – 56; Elementary – 12
D. Grades	Good
E. Experience	1 year
F. Certification	Standard Special Ed EC-12, Generalist 4-8
G. Interviewers	Dr. B. Cannariato, Dr. D. Beck

9. **Emilee Morales**, teacher, assigned to Baytown Junior School.

A. High School Attended	Texas City High School
B. Degree Conferred	BS – UHCL
C. Hours in Teaching Areas	Elementary – 42; Math – 24; ESL – 9
D. Grades	Good
E. Experience	2 years
F. Certification	Standard Math 4-8, ESL Generalist 4-8
G. Interviewers	S. Moore-Fontenot, M. Wahl

10. **Adrian Rodriguez**, teacher, assigned to Robert E. Lee High School.

A. High School Attended	Westfield High School
B. Degree Conferred	BM – UH
C. Hours in Teaching Areas	Music – 84
D. Grades	Good
E. Experience	None
F. Certification	Standard Music EC-12
G. Interviewers	Dr. B. Cannariato, B. Davis

11. **Jessica Sosa**, teacher, assigned to Alamo Elementary School.

A. High School Attended	Robert E. Lee High School
B. Degree Conferred	BS – UHCL
C. Hours in Teaching Areas	Elementary – 36; Bilingual – 24
D. Grades	Excellent
E. Experience	None
F. Certification	Standard Bilingual Generalist-Spanish EC-4
G. Honors	Dean's List
H. Interviewers	S. Moore-Fontenot, Dr. R. Wyatt

12. **Lauren Stewart**, teacher, assigned to Robert E. Lee High School.

A. High School Attended	North Shore High School
B. Degree Conferred	BS – UT
C. Hours in Teaching Areas	Science – 56; Elementary – 24
D. Grades	Good
E. Experience	1 year
F. Certification	Standard Life Science 8-12, Generalist, Science 4-8
G. Interviewers	Dr. B. Cannariato, B. Davis

13. **Aimee VanOmmeren**, teacher, assigned to Ross S. Sterling Lee High School.

A. High School Attended	Highland High School, AZ
B. Degree Conferred	BS – Evangel College
C. Hours in Teaching Areas	Math – 57; English – 24; Reading – 18; Music – 12
D. Grades	Good
E. Experience	None
F. Certification	Standard Math, ELA 8-12, Music EC-12
G. Interviewers	Dr. B. Cannariato, Dr. D. Beck

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Office of the Superintendent
Baytown, Texas

August 8, 2011

RESIGNATIONS

1. **Brandi Lambert**, special education teacher and coach at Ross S. Sterling High School, resigned effective July 15, 2011. Ms. Lambert accepted a position Clear Creek ISD.
2. **Terri Foxworth**, math teacher at Gentry Junior School, resigned effective July 21, 2011. Ms. Foxworth accepted a position closer to her home in League City, Texas.
3. **Liliana Martinez**, bilingual teacher at Alamo Elementary School, resigned effective July 14, 2011. Ms. Martinez accepted a position with Round Rock ISD.
4. **Adam Moseley**, science teacher and coach at Ross S. Sterling High School, resigned effective July 25, 2011. Mr. Moseley joined the policy academy.
5. **Deborah Shaw-Davis**, special education teacher at Harlem Elementary School, resigned effective July 20, 2011. Ms. Shaw-Davis accepted a position with Ector County ISD as a diagnostician.

SCHOOL BOARD AGENDA ITEM SUMMARY

July 25, 2011

SUBJECT: **CONSIDERATION OF ADMINISTRATIVE PERSONNEL**

RECOMMENDED ACTION: Approve Head Librarian.

RATIONALE: Board approval is required to fill administrative vacancies.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
 Dr. Byron Terrier

/jr

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

August 8, 2011

ELECTION

Suzanne Ferrell, as Head Librarian.

- | | |
|----------------------|---|
| A. Degrees Conferred | Bachelor of Science, Southwest Texas State University
Master of Education, Grand Canyon University |
| B. Certification | Provisional Secondary History
Provisional English Language Arts
Provisional Secondary English
Provisional Secondary Health Education
Provisional Learning Resources Endorsement |
| C. Experience | 2 years – Teacher, Houston ISD
7 years – Librarian, Houston ISD
7 years – Librarian, Goose Creek CISD |
| D. Interviewers | Dr. Byron Terrier, Frankie Jackson, Rick Kirk,
Steve Koester |

SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

SUBJECT: **CONSIDERATION OF ADMINISTRATIVE PERSONNEL**

RECOMMENDED ACTION: Approve Physical Therapist.

RATIONALE: Board approval is required to fill administrative vacancies.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
 Dr. Byron Terrier

/jr

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

August 8, 2011

ELECTION

Farid Shawky, as Physical Therapist.

- | | |
|----------------------|---|
| A. Degrees Conferred | Bachelor of Science, Cairo University
Doctorate, Utica College of Syracuse University |
| B. Certification | Licensure |
| C. Experience | 4 years – Physical Therapist, private sector
6 years – Physical Therapist, Houston ISD |
| D. Interviewers | Dr. Byron Terrier, Pauline Timmons-Brown, Kelley Watt |

SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

SUBJECT: **CONSIDERATION OF ADMINISTRATIVE PERSONNEL**

RECOMMENDED ACTION: Approve Deaf Education Speech and Language
Pathologist Assistant.

RATIONALE: Board approval is required to fill administrative vacancies.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier

/jr

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

August 8, 2011

ELECTION

Undraya Henry, as Deaf Education Speech and Language Pathologist Assistant.

- | | |
|---------------------|--|
| A. Degree Conferred | Bachelor of Science, Lamar University |
| B. Certification | Licensure |
| C. Experience | None |
| D. Interviewers | Dr. Byron Terrier, Dr. Tom Kelchner, Amy Ott,
Tricia Times, Kelley Watt |

SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

SUBJECT: **CONSIDERATION OF ADMINISTRATIVE PERSONNEL**

RECOMMENDED ACTION: Approve Assistant Principal at Austin and Harlem
Elementary Schools.

RATIONALE: Board approval is required to fill administrative vacancies.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier

/jr

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

August 8, 2011

ELECTION

Michelle James, as Assistant Principal at Austin and Harlem Elementary Schools.

- | | |
|----------------------|---|
| A. Degrees Conferred | Bachelor of Science and Master of Science
University of Houston Clear Lake |
| B. Certification | Provisional Elementary
Provisional Elementary Early Childhood
Standard Principal |
| C. Experience | 11 years – Teacher, Goose Creek CISD
2 years – Interim Assistant Principal, Goose Creek CISD |
| D. Interviewers | Dr. Byron Terrier, Diana Cox, Suzanne Heinrich,
Jaime Lannou, Laura Smith, Dr. Matt Warford |

SCHOOL BOARD AGENDA ITEM SUMMARY

August 8, 2011

SUBJECT: **CONSIDERATION OF ADMINISTRATIVE PERSONNEL**

RECOMMENDED ACTION: Approve Assistant Principal at Bowie Elementary School.

RATIONALE: Board approval is required to fill administrative vacancies.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
 Dr. Byron Terrier

/jr

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

August 8, 2011

ELECTION

Monica Juarez, as Assistant Principal at Bowie Elementary School.

- | | |
|----------------------|--|
| A. Degrees Conferred | Bachelor of Science, Stephen F. Austin State University
Master of Education, Lamar University |
| B. Certification | Standard Generalist EC-4
Standard Principal |
| C. Experience | 7 years – Teacher, Goose Creek CISD |
| D. Interviewers | Dr. Byron Terrier, Diana Cox, Suzanne Heinrich,
Jaime Lannou, Laura Smith, Dr. Matt Warford |