



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**DATE, TIME, LOCATION: MONDAY, SEPTEMBER 12, 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. CITIZENS PARTICIPATION 3
4. APPROVAL OF MINUTES
 - A. August 16, 2011, Board Training 4
 - B. August 22, 2011, Regular Board Meeting 5
5. DISCUSSION ITEM
 - A. Discussion of Superintendent's Report 12
 - 1. Harris County Appraisal District, Assistant Chief Appraiser, Guy Griscom
 - 2. Ryan O'Hara, RBC Capital Markets, LLC
6. ACTION ITEMS
 - A. Consideration of Donation from Karl Buckman 13
 - B. Consideration of a Financial Advisory Agreement with RBC Capital Markets, LLC 25
 - C. Consideration of Order Authorizing the Issuance of Goose Creek Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2011 31
 - D. Consideration of Consent Agenda
 - 1. Consideration of Adoption of Resolution Regarding Extracurricular Status of 4-H Members in Harris County and Consideration of Adjunct Faculty Agreement 60
 - 2. End-of-Year Reports
 - a. Employees Advisory Council (EAC) 65
 - b. Instructional Leadership Council (ILC) 74
 - 3. Resolution to Approve the Texas Cool Schools Public Independent District HVAC Grant 76
 - 4. Changing Multi-Year Administrative Term Contracts from Three Years to Two Year Terms 94
 - 5. Superintendent's Expenses 96
 - 6. Budget Amendment 103
 - E. Future Board Agenda Items, Board Training, Board Meetings 105
 - 1. Future Board Agenda Items
 - 2. Board Training
 - 3. Board Meetings/Workshops
 - F. Closed Meeting 106

1. Discussion of Personnel
 - a. Approve Elections
 - b. Accept Resignations
 - c. Approve Administrative Election
 - d. Superintendent's Evaluation
 2. Consultation with Attorney
 Regarding Pending Litigation or a Settlement Offer on Matters or a Matter in Which the Duty of the Attorney of the Governmental Body Under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Conflicts with the Texas Open Meetings Act; Regarding Grievance Matter -- Consideration of Pending or Contemplated Litigation Regarding Technical Contracts, Construction Matter
 3. Discussion of Purchase, Exchange, Lease, or Value of Real Property
 4. Consideration of the Discipline of a Public School Child, or Complaints or Charges Against Personnel -- Level Three Student and Parent Complaint/Grievance Hearing
 - G. Consideration of Correction Deed with St. Mark's United Methodist Church for Purchase of Property Located at 7015 Bayway Drive 107
 - H. Consideration of Personnel 131
 1. Approve Elections 132
 2. Accept Resignations 134
 3. Approve Administrative Election - Speech Language Pathologist 135
 - I. Consideration of Level Three Parent Complaint/Grievance Hearing
7. ADJOURNMENT

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

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

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

August 16, 2011

The Board of Trustees and the Administrative Staff of the Goose Creek Consolidated Independent School District met in a Team Building Session on Monday, August 16, 2011, in the Board Room of the Administration Building, 4544 Interstate 10, 6:38 p.m., with the following Board members present:

PRESENT: Ms. Jenice Coffey, President; Mr. Howard Sampson, Vice President; Mr. Daniel Blackford, Secretary; Mr. Jimmy Smith, Assistant Secretary; and Mr. Carl Burg

ABSENT: Ken Martin; and Agustin Loreda

OPENING EXERCISE

The Opening Exercise for the August 16, 2011, Team Building Session was given by Board Members. Board President Jenice Coffey asked for a moment of silence and gave the prayer. Board Assistant Secretary Jimmy Smith led the Pledges of Allegiance to the United States and Texas flags.

TRAINING

Board members and the Superintendent met with facilitator Bill Nemir with the Texas Association of School Boards (TASB). This was a team-building training session of continuing education needs for the Board-Superintendent Team. This training is a requirement for School Board Members.

ADJOURNMENT

President Coffey adjourned the Board Meeting at approximately 9:21 p.m.

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

August 22, 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, August 22, 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. Howard Sampson, Vice President; Mr. Daniel Blackford, Secretary; Mr. Jimmy Smith, Assistant Secretary; Mr. Carl Burg; and Mr. Agustin Loredo

ABSENT: Ken Martin

OPENING EXERCISE

The Opening Exercise for the August 22, 2011, Board Meeting was given by Board Members. Board Vice President Howard Sampson asked for a moment of silence and gave the prayer. Board Assistant Secretary led the Pledges of Allegiance to the United States and Texas flags.

CONVENE INTO PUBLIC HEARING ON 2011-2012 BUDGET

At approximately 6:35 p.m., the Board of Trustees convened into a Public Hearing regarding the 2011-2012 Budget with President Coffey presiding.

Chief Financial Officer Pete Pape discussed and reviewed the 2011-2012 Budget PowerPoint presentation.

Ms. Coffey announced that no one had registered to address the Board regarding the Budget. Ms. Coffey adjourned the Public Hearing and immediately convened into the Regular Board Meeting.

CITIZENS PARTICIPATION

No one registered to address the Board of Trustees.

DISPOSITION OF MINUTES

August 8, 2011, Regular Board Meeting

Mr. Burg moved and Mr. Sampson seconded the motion **THAT THE BOARD APPROVE THE MINUTES FOR THE AUGUST 8, 2011, REGULAR BOARD MEETING AS PRESENTED.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, and Mr. Loredo voting for the motion.

ACTION ITEMS

8325. CONSIDERATION OF THE ORDINANCE AND RESOLUTION ADOPTING THE 2011-2012 BUDGET

Mr. Burg moved and Mr. Smith seconded the motion **THAT THE BOARD APPROVE THE ORDINANCE AND RESOLUTION ADOPTING THE 2011-2012 PROPOSED BUDGET.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, and Mr. Loredo voting for the motion.

8326. CONSIDERATION OF RESOLUTION ADOPTING AN ORDER APPROVING THE GOOSE CREEK CISD PROPERTY TAX ROLL FOR 2011

Mr. Loredo moved and Mr. Blackford seconded the motion **THAT THE BOARD ADOPT THE RESOLUTION ADOPTING AN ORDER APPROVING THE GOOSE CREEK CISD PROPERTY TAX ROLL FOR THE TAX YEAR 2011.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, and Mr. Loredo voting for the motion.

8327. CONSIDERATION OF ORDINANCE AND RESOLUTION FIXING AND LEVYING SCHOOL DISTRICT AD VALOREM TAXES FOR THE FISCAL YEAR 2011-2012

Mr. Burg moved and Mr. Loredo seconded the motion **THAT THE BOARD APPROVE THE ORDINANCE AND RESOLUTION FIXING AND LEVYING GOOSE CREEK CISD AD VALOREM MAINTENANE AND OPERATIONS RATE OF \$1.04/PER \$100 VALUATION AND A DEBT SERVICE RATE OF \$.29213/PER \$100 VALUATION FOR THE BUDGET FISCAL YEAR 2011-2012.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, and Mr. Loredo voting for the motion.

8328. CONSIDERATION OF 2011-2012 COMPENSATION PLAN

Mr. Smith moved and Mr. Blackford seconded the motion **THAT THE BOARD APPROVE THE 2011-2012 EMPLOYEE COMPENSATION PLAN WITH THE RECOMMENDATION TO ROLL FORWARD THE 2010-2011 COMPENSATION PLAN FOR 2011-2012.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, and Mr. Loredo voting for the motion.

DISCUSSION ITEMS

8329. DISCUSSION OF SUPERINTENDENT’S REPORTS

Assistant Superintendent Rick Kirk and Executive Directors Diana Cox and Suzanne Heinrich gave the District and Campus Improvement Plans report to the Board of Trustees.

8330. CONSIDERATION OF CONSENT AGENDA

1. **Second Reading of Board Policy DEC (Local)**
2. **Second Reading of FMH (Local); Student Activities Commencement**
3. **Second Reading Of TASB Localized Policy Manual Update 90**
4. **2011-2012 Certified Appraisers for the Teacher Appraisal System
2011-2012 Teacher Appraisal Calendar**
5. **Memorandum of Agreement Between Goose Creek CISD and Bay Area Council on Drugs and Alcohol (BACODA)**
6. **Interlocal Agreements**
 - a. **Safe Schools Project Full Service Package with Region IV Education Service Center**
 - b. **Harris County Department of Education for Funding for the 21st Century Community Learning Centers (CCLC) Cycle 5, Year 4, Grant**
7. **Renewal of Contract with Xerox Corporation**
8. **Proposal from McKinstry to Perform the Utility Assessment Report (UAR)**
9. **Endorsement of Representatives for the Texas Association of School boards (TASB) Board of Directors, Region 4, Positions A & B**
10. **Budget Amendments**

Mr. Burg moved and Mr. Loredo seconded the motion **THAT THE BOARD APPROVE THE CONSENT AGENDA ITEMS 1 THROUGH 10 AS LISTED ON THE AGENDA.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, and Mr. Loredo voting for the motion.

Second Reading of Board Policy DEC (Local)

The Board approved the second reading of revisions to Board Policy DEC (Local).

This will provide a benefit to GCCISD employees regarding requirements for the Catastrophic Sick Leave Bank.

Second Reading of FMH (Local); Student Activities Commencement

The Board approved on Second Reading revision to Board Policy FMH (LOCAL); Student Activities Commencement, policy as recommended by the Administration.

Second Reading TASB Localized Policy Manual Update 90

The Board approved on second reading to add, revise, or delete (local) policies as recommended by TASB policy service and according to the instruction sheet for TASB Localized Policy Manual Update 90 with the exception of FMH (local): Student Activities Commencement.

2011-2012 Certified Appraisers for the Teacher Appraisal System 2011-2012 Teacher Appraisal Calendar

The Board approved the 2011-2012 Certified Appraisers for the teacher appraisal System and the 2011-2012 Teacher Appraisal Calendar.

Memorandum of Agreement Between Goose Creek CISD and Bay Area Council on Drugs and Alcohol (BACODA)

The Board approved the Memorandum of Agreement between Goose Creek CISD and Bay Area Council on Drugs and Alcohol for counseling services provided in drug and alcohol awareness, prevention, and intervention.

Interlocal Agreements

a. Safe Schools Project Full Service Package with Region IV Education Service Center

The Board approved the Interlocal Agreement with Region IV from September 1, 2011, to August 31, 2012, to provide criminal history checks for prospective employees and volunteers.

b. Harris County Department of Education for funding for the 21st Century Community Learning Centers (CCLC) Cycle 5, Year 4, Grant

The Board approved the Interlocal Agreement between Harris County Department of Education and Goose Creek CISD for the operation of the 21st Century Community Learning Centers (21st Century Community Learning Centers (21st CCLC) Cycle 5 grant year 4. [Cycle 5 site Robert E. Lee high School].

Renewal of Contract with Xerox Corporation

The Board approved the recommendation of the Director of Communications to renew the existing contract with Xerox Corporation for five (5) years beginning August 1, 2011.

Proposal from McKinstry to Perform the Utility Assessment Report (UAR)

The Board approved the services of McKinstry to perform all engineering functions as required by SECO in order to qualify the District to receive a \$5,000,000 low interest loan from the state's LoanSTAR program as part of the School District's energy conservation compliance.

Endorsement of Representatives for the Texas Association of School boards (TASB) Board of Directors, Region 4, Positions A & B

The Board endorsed one individual for Position A and one for Position B nominated from boards within its TASB District.

- Joe Adams, TASB Director of District 4, Position A
- Manuel Guajardo, Jr., TASB Director of District 4, Position B

Budget Amendments

The Board approved Amendments No. 26 and 27 as stated in Section 23.47 of the Texas Education Code and reflect these amendments in the official minutes of the Board of Trustees.

Budget Amendment No. 26

This amendment to increase appropriations of \$64,000 in the Food Service Fund was requested by Pete Cote, Executive Director of Support Services and Special Projects, to incorporate into the District's books and records funds to purchase 6 steam tables (2 per school) for DeZavala, Harlem and Horace Mann to replace 6 steam tables that are inoperative or do not meet current health standards.

Budget Amendment No. 27

This amendment to increase estimated appropriations of \$1,800,000 in the General Fund and \$500,000 in the Debt Service Fund was requested by Pete Pape, Chief Financial Officer, to incorporate into the District's books and records funds to allow the booking of prior year tax refunds.

**8331. FUTURE BOARD AGENDA ITEMS
BOARD TRAINING
BOARD MEETINGS**

Future Board Agenda Items

- Education Technology Report, Superintendent’s Report

Board Training

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

Board Meetings/Workshops

- Redistricting, SB 100, and STAR Implementing – Board Workshop, September 22, 2011
- October 10, 2011, Student Holiday, cancel/reschedule Board Meeting

CLOSED MEETING

At approximately 7:18 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 7:43 p.m., the Board reconvened into Regular Session with President Jenice Coffey presiding. No action was taken while in Closed Session.

8332. CONSIDERATION OF PERSONNEL

Personnel Action:

Mr. Burg moved and Mr. Smith seconded the motion **THAT THE BOARD APPROVE THE TEN ELECTIONS AND ACCEPT THE FOUR RESIGNATIONS AS PRESENTED IN THE BOARD PACKET.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, and Mr. Loredó voting for the motion.

Elections Approved:

1. **Luis Alcala**, teacher, assigned to Special Education.
2. **Alan Boudreaux**, teacher, assigned to Harlem Elementary School.
3. **Hillary Brewer**, teacher, assigned to Carver Elementary School.
4. **John Brown**, teacher, assigned to Gentry Junior School.
5. **Kristi Ferguson**, teacher, assigned to Ashbel Smith Elementary School.
6. **Michael Heinrich**, teacher, assigned to Highlands Junior School.
7. **Sandra Hurtado**, teacher, assigned to Victoria Walker Elementary School.
8. **Kiabeth Lopez**, teacher, assigned to Victoria Walker Elementary School.
9. **Donna Moore**, teacher, assigned to Ross S. Sterling High School.
10. **Mallory White**, teacher, assigned to Peter E. Hyland Center.

Resignations Accepted:

1. **Jolanta Hoffmann**, choir director at Cedar Bayou Junior School, resigned effective August 3, 2011. Mrs. Hoffmann's husband was transferred to Virginia.
2. **Nicole Camp**, fifth-grade teacher at Carver Elementary School, resigned effective August 11, 2011. Ms. Camp accepted a counselor position with Humble ISD.
3. **Kenya Dukes**, campus instructional specialist at Ashbel Smith Elementary School, resigned effective August 15, 2011. Ms. Dukes accepted a position as a coordinator with another district.
4. **Kenya Nelson**, licensed specialist in school psychology intern, resigned effective August 11, 2011. Ms. Nelson resigned for personal reasons.

Administrative Election:

Mr. Blackford moved and Mr. Smith seconded the motion **THAT THE BOARD APPROVE THE ADMINISTRATIVE ELECTION OF ELMA VILLANUEVA AS MIGRANT EDUCATION PROGRAM INSTRUCTIONAL COORDINATOR.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, and Mr. Loredo, voting for the motion.

ADJOURNMENT

President Coffey adjourned the Board Meeting at approximately 7:45 p.m.

SUPERINTENDENT’S REPORTS

- 1. Harris County Appraisal District,
Assistant Chief Appraiser, Guy Griscom**
- 2. Ryan O’Hara, RBC Capital Markets, LLC**

SCHOOL BOARD AGENDA ITEM SUMMARY

September 12, 2011

SUBJECT: **CONSIDERATION OF DONATION FROM KARL
BUCKMAN**

RECOMMENDED ACTION: Approve the donation from Karl Buckman in the amount of \$300,000. The funds will be used to purchase instructional materials and technology at San Jacinto Elementary.

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

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable.

RESOURCE PERSONNEL: Dr. Toby York
 Mr. Pete Pape



Mr. Buckman,

Thank you so much for inquiring about San Jacinto Elementary. I have had the privilege of teaching here for over 6 years now. I will point out a few things about our wonderful school, but allow me to first brag on our students, faculty, and staff.

I have thoroughly loved teaching here at San Jacinto as there is a real sense of family. Many of our students have siblings in several different grades and even have family members working here in our building. That dynamic gives us a special closeness and cohesive support system.

The faculty and staff here care about the students and their families and this is demonstrated not only in their professional approach to their various jobs but also in the way they respond to the needs in individual lives. We have a very giving staff and were recognized by United Way for contributing at the highest percentage rate of any school in our district in 2010. Our staff members are very busy in our community through different avenues of volunteerism including Community Theater, service organizations, athletics, and church organizations.

Demographically, the breakdown of our campus population is:

- 90.9% economically disadvantaged
- 8% White, 86% Hispanic, 5% Black

We are proud to be:

- Recognized academically
- With a 97% attendance rate

"The rapidly evolving global economy demands a dynamic and creative workforce. The arts and its related businesses are responsible for billions of dollars in cultural exports for this country. It is imperative that we continue to support the arts and arts education both on the national and local levels. The strength of every democracy is measured by its commitment to the arts."

—Charles Segars, CEO of Ovation

Due to recent budget cuts in our tenuous economic times, we have found it difficult to meet all the needs of our students as technology advances at such a rapid pace and teachers press to meet the ever growing needs for training and specialization. Thank you for inquiring of our needs. The following pages will include the needs I have requested of our principal, Becky Robins, and other leaders of specialty programs.

Thank you again for considering such a generous gift.

Nelda Yaw (Haney)
Visual Art Instructor
San Jacinto Elementary
GCCISD
nelda.haney@gccisd.net

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San Jacinto Elementary Technology/Training Proposal

Promethean Boards

Quantity – 6

Estimated cost per board - \$3,200.00

Estimated total cost - \$19,200.00

Purpose – 6 additional Promethean Boards would put a smart board in all classrooms in grades 2-5. This would allow teachers to engage their students in interactive technology on a daily basis.

Active Slate Boards

Quantity – 15

Estimated Cost per board - \$300.00

Estimated total cost - \$4,500.00

Purpose – Active Boards allow the teacher to move around in the classroom, monitoring instruction while working wireless with the Promethean Board. It would also allow teachers to immediately upload a student's assignment for presentation purposes or as a model for other students.

Active Expression Handheld Individual Response System

Quantity – 15

Estimated cost per system- \$2,500.00

Estimated total cost - \$37,500.00

Purpose – An Active Expression handheld individual response system would allow teachers to immediately check for understanding on lessons taught by simply asking the class a question and having the students click their answer choice using a remote handheld individual response unit. Answers are sent immediately to either the teacher's computer or the Promethean Board depending on the purpose of the screening. The system allows for all students to participate at the same time, therefore, maximizing instructional time and tracking of individual student's progress and understanding.

The system also allows teachers to produce graphs based on correct answers for the class as a whole or by individual student. This feature helps guide the class and students in goal setting by tracking their progress and gaining immediate feedback.

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–Charles Segars, CEO of Ovation

Flip or digital Cameras

Quantity – 25

Estimated cost - \$250.00

Estimated total cost - \$6,250.00

Purpose – The purchase of flip or digital cameras would provide the campus with a class set of cameras for the science lab. Cameras would be used to record or gather data for experiments relating to science, for example, documenting the life cycle of a butterfly or duck egg using the video feature or by taking still pictures. Students could then upload and build PowerPoint or video presentations.

Student ThinkPad Laptops

Quantity – 48

Estimated cost - \$900.00

Estimated total cost - \$43,200.00

Purpose - ThinkPad Laptops would allow our primary students to engage in hands on technology projects and assignments in the classroom. They could be used as a support to balance literacy, math, and science as an interactive enrichment station or as enrichment when students complete their class work. ThinkPad computers are equipped with a built in video and microphone so their use in the classroom is endless.

Laptop Charging Cart

Quantity – 2

Estimated cost - \$800.00

Estimated total cost - \$1,600.00

Purpose – The charging carts would be used for charging student computers and as a means of securing them.

Teacher ThinkPad Laptops

Quantity – 22

Estimated cost - \$2,000

Estimated total cost - \$44,000.00

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Purpose – New ThinkPad laptops would replace the current laptops being used by classroom teachers for instructional purposes. The Promethean Boards are a heavy load on our computers which causes the computers to slow down, resulting in a loss of instructional time. Laptops are used for classroom purposes only and are not assigned to teachers to take home.

Technology Training

Estimated cost for consultants - \$8,000.00

Estimated cost for teacher stipends - \$4,400.00

Estimated total cost for training - \$12,400.00

Total proposed cost - \$168,650.00

Submitted by Becky Robins, Principal

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Fine Arts

Visual Art

Promethean Board - \$3200.00

Slate Board - \$300.80

Ipod and Speaker - \$350.00

Flip Cameras (12ct @250.00) - \$3000.00

Desk - \$1500.00

Chair - \$150.00

Elmo P10 Digital Visual Presenter - \$ 1800.00

Shelving - \$300.00

Art Supplies and Equipment - \$1000.00

Training/Travel/substitute/ Convention - \$1500.00

Software/Laptops - \$3000.00

Total - \$16,100.80

Submitted by Nelda Yaw, Visual Art Teacher

Music

Promethean Board - \$3200.00

Slate Board - \$300.80

Instruments/Supplies/ Equipment - \$7060.00

Total - \$10,560.80

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Submitted by Danny Mejia, Music Teacher

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Library

Library books - \$30,000

Set of encyclopedias - \$1,000

Accelerated Reader program - \$12,000

Author visit and Library Programming - \$5,000

Laptop computer, ceiling mounted projector, installation - \$8,000

Registration, travel expenses, and substitute teacher for State and National Conferences - \$2,000

Total - \$58,000

Submitted by Margaret Ehlig, Librarian

Physical Education

Equipment - \$24,178.23

Total - \$24,178.23

Submitted by Cheryl Warren and Rick Garcia, Physical Education Teachers

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Second Grade Teacher

Conferences

Second Grade Conference - \$1015.00

Conference for the Advancement of Science Teaching - \$735.00

Conference for the Advancement of Mathematics Teaching - \$135

Teaching Materials

CD ROMS for Interactive Whiteboards \$144.84

Interlox Base Ten Blocks Starter Set - \$399.95

CenterStage Math Grade 2 Classroom Package - \$775.00

The SuperSource Interactive Whiteboard Grades K – 2 - \$124.95

VersaTiles Level 2 Math Lab with eVersaTiles - \$425.00

Total - \$3,583.70

Submitted by Mildred Crawford, Second Grade Math/Science Teacher

Parental Involvement and Volunteers

Bunn Coffee Maker, snow cone machine, and popcorn machine - \$3,200

Supplies and door prizes for Family Academic Nights - \$1,500.00

Volunteer appreciation gifts and refreshments - \$1150.00

Perfect Attendance incentives for students - \$600.00

ESL Adult classes materials - \$1,800.00

Total - \$8,250

Submitted by Sara Serrano, Parent Involvement Coordinator

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Special Education

Instructional Materials - \$4,000.00

Total - \$4000.00

Math and Science Materials

Color printers with ink cartridges - \$2,000

Animal skulls for science lab - \$500

Total - \$2,500

Submitted by Kim Hillis, Science Facilitator

Counseling

Staff incentives - \$1400.00

Training - \$1000.00

Counselor materials - \$1600.00

Total - \$4000.00

Grand Total - \$299,823.53

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GOOSE CREEK CISD DONATION/GIFT REQUEST

Donations exceeding \$499.99 must be approved by the Superintendent. (AG 3.15)
 Donations exceeding \$4,999.99 must be approved by the Board of Trustees. (AG 3.15)

TO: Goose Creek CISD Board of Trustees/Superintendent

FROM **Pete D. Pape**
 Principal/Department Head

San Jacinto Elementary
 School/Department

Karl Buckman
Name of Donor (if organization, include name of representative)

1605 Gernamtown Pkwy, #111-301 Cordova, TN 38016

<i>Mailing Address</i>	<i>City</i>	<i>Zip Code</i>
------------------------	-------------	-----------------

Description of Donation/Gift	Value
cash	\$300,000

Permission is requested to accept this donation/gift for our school/department. The donor understands that this donation/gift will become the property of Goose Creek CISD and will be under the jurisdiction of the school/department in accordance with Board policy and administrative rules and regulations. Approved donations/gifts should be added to fixed assets inventory if applicable. (AG 3.05)

REMARKS:

please see attached spending proposal

Revenue Account Code _____

Expenditure Account Code _____

Approval

Disapproval

 Superintendent

 Date

Please check if individual value of donated non-cash items exceeds \$5,000

SCHOOL BOARD AGENDA ITEM SUMMARY

September 12, 2011

**SUBJECT: CONSIDERATION OF A FINANCIAL ADVISORY AGREEMENT
WITH RBC CAPITAL MARKETS, LLC**

RECOMMENDED ACTION: Approve the Financial Advisory Agreement with RBC Capital Markets, LLC for services related to the issuance of obligations evidencing indebtedness.

RATIONALE: These services will be needed in order to analyze financing alternatives and organize and coordinate the financing team related to the issuance of bonds. Fees are assessed only in connection with the authorization, issuance, and sale of obligations. This agreement will be in force for the next sixty months.

BUDGET PROVISIONS / ACTION REQUIRED: Fiscal Years 2011/12 – 2016/17

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



September 12, 2011

Goose Creek Consolidated Independent School District
4544 I-10 East
Baytown, TX 77521

Ladies and Gentlemen:

1. **Retention of RBC Capital Markets, LLC.** We understand that the Goose Creek Consolidated Independent School District ("Issuer" or "you") will have under consideration the issuance of obligations evidencing indebtedness ("*Obligations*"), either in a single financing or in a series of financings, and that in connection with the issuance of such Obligations you hereby agree to retain RBC Capital Markets, LLC ("*RBC CM*") as your financial advisor in accordance with the terms of this financial advisory agreement ("*Agreement*"). This Agreement shall apply to all Obligations that may be authorized and/or issued or otherwise created or assumed during the period in which this Agreement is effective. The Issuer agrees that the financial advisory duties of RBC CM shall apply only to matters pertaining to the issuance of such Obligations and that RBC CM is not acting as your financial advisor with respect to any other matters absent an explicit written financial advisory agreement.
2. **Scope of Services.** As financial advisor, we agree to perform the following services:
 - (a) Analyze the financing alternatives available to the Issuer, taking into account its borrowing capacity, future financing needs, policy considerations, and such other factors as we deem appropriate to consider.
 - (b) Recommend a plan for the issuance of Obligations that will include: (1) the type of bonds (current interest, capital appreciation, deferred income, etc.); (2) the date of issue; (3) principal amount; (4) interest structure (fixed or variable); (5) interest payment dates; (6) a schedule of maturities; (7) early redemption options; (8) security provisions; (9) appropriate management fee and takedown; and (10) other matters that we consider appropriate to best serve the Issuer's interests. To the extent appropriate, the plan will address strategies in addition to the issuance of obligations, such as interest rate derivative transactions.
 - (c) Advise you of current conditions in the relevant debt market, upcoming bond issues, and other general information and economic data which might reasonably be expected to influence interest rates, bidding conditions or timing of issuance.
 - (d) Organize and coordinate the financing team. Unless otherwise directed by you, we will select the paying agent, escrow agent and verification agent, as the particular transaction may require, each of whom will be retained and compensated by you. In a negotiated offering, we will solicit and evaluate underwriter proposals upon request and make a recommendation for the hiring of the underwriter(s).

- (e) Work with counsel on the transaction, including bond counsel whom you retain, who will be recognized municipal bond attorneys, whose fees will be paid by you, and who will prepare the proceedings, provide legal advice concerning the steps necessary to be taken to issue the Obligations, and issue an unqualified opinion (in a form standard for the particular type of financing) approving the legality of the Obligations and (as applicable) tax exemption of the interest paid thereon. In addition, bond counsel will issue an opinion to the effect that the disclosure document does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Generally, working with counsel will mean coordinating with the attorneys and assisting in the financial advisory aspects of preparing appropriate legal proceedings and documents, including documents concerning any required election.
- (f) Assist in the Issuer's preparation of the Preliminary Official Statement ("POS") and the Official Statement ("OS") or equivalent document as the particular transaction may require (such as a private placement memorandum).
- (g) In connection with a competitive sale, we will:
- i. coordinate the preparation of the Official Notice of Sale, the Uniform Bid Form (containing provisions recognized by the municipal securities industry as being consistent with the securities offered for sale) and other such documents which you may request or deem appropriate;
 - ii. submit all such documents for examination, approval, and certification by appropriate officials, employees, and agents of the Issuer, including bond attorneys;
 - iii. coordinate delivery of these documents to a list of prospective bidders;
 - iv. where appropriate, organize investor meetings;
 - v. coordinate the receipt of bids;
 - vi. advise as to the best bid, including acceptance or rejection of the best bid;
 - vii. if a bid is accepted, coordinate the delivery of and payment for the Obligations;
 - viii. assist in verification of final closing figures;
 - ix. provide copies of documents to the purchaser of the Obligations in accordance with the terms of the Official Notice of Sale and the Uniform Bid Form.
- (h) Make recommendations as to the need for credit rating(s) for the proposed Obligations and, should the Issuer seek a rating, coordinate the process of working with the rating agency or agencies and assist in the preparation of presentations as necessary.
- (i) Make recommendations as to obtaining municipal bond insurance, a liquidity facility or other credit enhancement for the Obligations and, should the issuer seek any such credit enhancement, coordinate the process and assist in the preparation of presentations as necessary.
- (j) Attend meetings of governing bodies of the Issuer, its staff, representatives or committees as requested.

- (k) After closing, we will deliver to the Issuer and the paying agent(s) definitive debt records, including a schedule of annual debt service requirements on the Obligations.

You acknowledge that advice and recommendations involve professional judgment on our part and that the results cannot be, and are not, guaranteed.

3. **Information to be Provided to RBC CM.** You agree (upon our request) to provide or cause to be provided to us information relating to the Issuer, the security for the Obligations, and other matters that we consider appropriate to enable us to perform our duties under this Agreement. With respect to all information provided by you or on your behalf to us under this Agreement, you agree upon our request to obtain certifications (in a form reasonably satisfactory to us) from appropriate Issuer representatives as to the accuracy of the information and to use your best efforts to obtain certifications (in a form reasonably satisfactory to us) from representatives of parties other than the Issuer. You acknowledge that we are entitled to rely on the accuracy and completeness of all information provided by you or on your behalf.
4. **Official Statement.** You acknowledge that you are responsible for the contents of the POS and OS and will take all reasonable steps to ensure that the governing body of the Issuer has reviewed and approved the content of the POS and OS. You acknowledge that you are subject to and may be held liable under federal or state securities laws for misleading or incomplete disclosure. To the extent permissible by law, you agree to indemnify and hold us harmless against any losses, claims, damages or liabilities to which we may become subject under federal or state law or regulation insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon omission or alleged omission to state in the disclosure document a material fact required to be stated therein or necessary to make the statements therein not misleading; and will reimburse us for any legal or other expenses reasonably incurred by us in connection with investigating or defending any such loss, claim, damage, liability or action.
5. **Fees and Expenses.** In connection with the authorization, issuance, and sale of Obligations, you agree that our fee will be computed as shown on the "Fee Schedule" attached hereto. Our fee will become due and payable simultaneously with the delivery of the Obligations to the Purchaser. Our fee does not include and we will be entitled to reimbursement from you for any actual "out-of-pocket" expenses incurred in connection with the provision of our services, including reasonable travel expenses or any other expenses incurred on your behalf. These expenses will be due and payable when presented to the Issuer, which normally will be simultaneously with the delivery of the Obligations to the Purchaser.
6. **Interest Rate Derivatives.** If you decide to consider the use of interest rate derivative products as part of the financing plan for Obligations covered by this Agreement, we will be pleased to provide our assistance upon request. The nature of our assistance will be set forth in an amendment to this Agreement or in another separate document.
7. **Term of Agreement and Waiver of Sovereign Immunity.** This Agreement shall be for a period of 60 months (the "Term") from its date; however, this Agreement may be terminated by either party upon 30 days written notice. If neither party provides written termination prior to the end of the Term, this Agreement will automatically renew for another Term.
8. **Miscellaneous Provisions.** This Agreement is submitted in duplicate originals. Your acceptance of this Agreement will occur upon the return of one original executed by an authorized Issuer representative, and you hereby represent that the signatory below is so authorized. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties as to the subject matter thereof and supersedes any prior understandings or representations. This Agreement may be amended or modified only by a writing signed by both parties. This Agreement is solely

for the benefit of you and RBC CM, and no other person. RBC CM may not assign this Agreement without your prior written consent.

RBC CAPITAL MARKETS, LLC

By _____
Name Ryan O'Hara
Title Director
Date _____

ACCEPTANCE

ACCEPTED this [_____] day of [_____] , 2011

By _____
Name _____
Title _____
Date _____

Attest:

By _____
Name _____
Title _____
Date _____

FEE SCHEDULE

In consideration for the services rendered by RBC CM, the Issuer agrees that our fee for each issue of Obligations will be as follows:

STANDARD FEE SCHEDULE

More Than	And Not More Than	The Fee Is
\$ -0-	\$ 5,000,000	\$ 9,850 plus \$1.50 per \$1,000 for all over \$2,500,000
5,000,000	10,000,000	\$17,350 plus \$1.25 per \$1,000 for all over \$5,000,000
10,000,000	20,000,000	\$23,600 plus \$1.00 per \$1,000 for all over \$10,000,000
20,000,000	No Limit	\$33,600 plus \$0.60 per \$1,000 for all over \$20,000,000

* Fees for refunding bonds are 125% of the fee quote above.

Fees for refunding Obligations and/or other Obligations involving escrow Agreements, will be the fee schedule set out above plus 25%, and, in addition to our Financial Advisory fee, we will charge a structuring fee to be negotiated on a case-by-case basis. The additional fees will not exceed 25% of the fee set out in the schedule above.

RBC CM will bill the Issuer at Closing for each issue of Obligations a net amount which will include a fee calculated on the above schedule as well as any "out-of-pocket" expenses incurred on behalf of the Issuer.

SCHOOL BOARD AGENDA ITEM SUMMARY

September 12, 2011

SUBJECT: CONSIDERATION OF ORDER AUTHORIZING THE ISSUANCE OF GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2011

RECOMMENDED ACTION: Adopt an order authorizing the issuance of Goose Creek Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2011; setting certain parameters for the bonds; authorizing the superintendent and/or chief financial officer to approve the amount, the interest rate, price, including the terms thereof and certain other procedures and provisions related thereto.

RATIONALE: Board approval is needed to adopt an order authorizing the issuance of Goose Creek Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2011.

BUDGET PROVISIONS / ACTION REQUIRED: Fiscal year 2011-2012

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Pape

ORDER AUTHORIZING THE ISSUANCE OF GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2011; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE SUPERINTENDENT AND/OR CHIEF FINANCIAL OFFICER TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE, INCLUDING THE TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND CHAMBERS §
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT §

WHEREAS, Goose Creek Consolidated Independent School District (the “District”) has heretofore issued the obligations described in Exhibit A attached hereto and as more particularly described in the Officer’s Pricing Certificate; and

WHEREAS, the District desires to refund a portion of said obligations (the “Refunded Bonds”) in advance of their maturities; and

WHEREAS, the District desires to refund the Refunded Bonds in advance of their maturities; and

WHEREAS, Chapter 1207, Texas Government Code, authorizes the District to issue refunding bonds for the purpose of refunding the Refunded Bonds in advance of their maturities, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, the District desires to authorize the execution of an escrow agreement and provide for the deposit of proceeds of the refunding bonds, together with other lawfully available funds of the District, to pay the Refunded Bonds; and

WHEREAS, the District has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore, the District qualifies as an “Issuer” under Chapter 1371, Texas Government Code; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased; and

WHEREAS, pursuant to Section 1207.007, Texas Government Code, the District desires to delegate the authority to effect the sale of the Bonds to the Superintendent and/or Chief Financial Officer; Now, therefore

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

1. Recitals; Consideration. It is hereby found and determined that the matters and facts set out in the preamble to this Order are true and correct.

It is hereby found and determined that the refunding contemplated in this Order will benefit the District by providing a present value savings in the debt service payable by the District, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds, and that the issuance of the refunding bonds is in the best interests of the District.

2. Definitions. Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below:

“Act” means Chapter 1207, Texas Government Code, as amended.

“Blanket Issuer Letter of Representations” means the Blanket Issuer Letter of Representations between the District, the Registrar and DTC.

“Bond Purchase Agreement” means the agreement between the District and the Underwriters described in Section 4(e) of this Order.

“Bonds” means the Goose Creek Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2011 authorized in this Order, unless the context clearly indicates otherwise.

“Business Day” means any day which is not a Saturday, Sunday, or a day on which the Registrar is authorized by law or executive order to close.

“Capital Appreciation Bonds” means those Bonds bearing compound interest at the rate set out in the Officer’s Pricing Certificate to accrete from their date of delivery and compounding on the dates set forth in the Officer’s Pricing Certificate, payable only at maturity.

“Chief Financial Officer” means Pete Pape, or any successor in that office designated by the Board.

“Code” means the Internal Revenue Code of 1986, as amended.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Current Interest Bonds” mean those Bonds on which interest is paid semiannually on the Interest Payment Dates.

“Debt Service Fund” means the interest and sinking fund for payment of the Bonds established by the District in Section 19 of this Order.

“District” means the Goose Creek Consolidated Independent School District.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Escrow Agent” means The Bank of New York Mellon Trust Company, N.A., and any successor in that capacity.

“Escrow Agreement” means the agreement between the District and the Escrow Agent relating to the escrow of funds to pay the Refunded Bonds.

“Initial Bonds” mean the Initial Current Interest Bond and the Initial Capital Appreciation Bond.

“Initial Capital Appreciation Bond” means the Initial Capital Appreciation Bond authorized by Section 4(b)(ii).

“Initial Current Interest Bond” means the Initial Current Interest Bond authorized by Section 4(b)(i).

“Interest Payment Date”, when used in connection with any Current Interest Bond, means the dates set forth in the Officer’s Pricing Certificate.

“Officer’s Pricing Certificate” means a certificate signed by the Superintendent and/or Chief Financial Officer and containing the information regarding the Bonds specified herein.

“Order” as used herein and in the Bonds means this order authorizing the Bonds.

“Owner” means any person who shall be the registered owner of any outstanding Bond.

“Record Date” means, for any Interest Payment Date, the close of business on the last Business Day of the month next preceding each Interest Payment Date.

“Register” means the books of registration kept by the Registrar, in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

“Registrar” means The Bank of New York Mellon Trust Company, N.A., and its successors in that capacity.

“Report” means the report of Grant Thornton, LLP Certified Public Accountants, verifying the accuracy of certain mathematical computations relating to the Bonds and the Refunded Bonds.

“Superintendent” means Toby York, or any successor in that office designated by the Board.

“Underwriters” means _____.

3. Authorization. The Bonds shall be issued in fully registered form in a maximum principal amount, not to exceed \$50,000,000 for the purpose of refunding the Refunded Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code.

4. Delegation of Authority. As authorized by Section 1207.007, Texas Government Code, the Superintendent and/or Chief Financial Officer are hereby authorized to act on behalf of the District through a date 180 days from the date of this Order, in selling and delivering the Bonds, subject to the conditions and carrying out the other procedures as set forth below:

(a) Designation. The Bonds shall be designated as “GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2011”.

(b) The Bonds may be issued as Current Interest Bonds and/or Capital Appreciation Bonds.

(i) The Initial Current Interest Bond shall be numbered ICI-1 and all other Current Interest Bonds shall be numbered in sequence beginning with RCI-1. Current Interest Bonds delivered on transfer of or in exchange for other Current Interest Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(ii) The Capital Appreciation Bonds, if any, shall be initially issued bearing compound interest at the rates set out in the Officer’s Pricing Certificate. The Initial Capital Appreciation Bond shall be numbered ICA-1 and all other Capital Appreciation Bonds shall be numbered in sequence beginning with RCA-1. Capital Appreciation Bonds delivered on transfer of or in exchange for other Capital Appreciation Bonds shall be numbered in order of their authentication by the Registrar, shall be in the Maturity Amount of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(c) Date, Denomination, Interest Rates, and Maturities. The Bonds shall be dated, mature on the dates in each of the years and in the amounts set out in the Officer’s Pricing Certificate, shall be subject to prior optional and mandatory redemption on the dates, for the redemption prices and in the amounts, set out in the Officer’s Pricing Certificate and shall bear interest at rates and from their issue date as set out in the Officer’s Pricing Certificate payable on each Interest Payment Date.

(d) Selling and Delivering Bonds. The Superintendent and/or Chief Financial Officer shall determine any mandatory sinking fund redemption provisions for the Bonds, whether the Bonds will be issued as Current Interest Bonds and/or Capital Appreciation Bonds, and all other matters not expressly provided in this Order, relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Officer's Pricing Certificate; provided that:

- (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount of the bonds plus accrued interest thereon from their date to their delivery;
- (ii) the net effective interest rate on the Bonds shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;
- (iii) the sum of the principal amounts of the Bonds, which may not exceed the maximum principal amount authorized in Section 3 hereof, plus any net premium from the sale of the Bonds, plus other available funds of the District, must be sufficient to provide amounts necessary to fund the costs and expenses of refunding the Refunded Bonds and the estimated costs of issuance of the Bonds, including underwriters' discount; and
- (iv) the net present value savings in debt service resulting from the refunding of the Refunded Bonds shall be at least 4.00% of the principal amount of the Refunded Bonds, as shown by a table of calculations prepared by the District's financial advisor and attached to the Officer's Pricing Certificate.

(e) Sale; Bond Purchase Agreement. The Bonds shall be sold and delivered to the Underwriters at a price to be set forth in the Officer's Pricing Certificate, plus accrued interest to the date of delivery, in accordance with the terms of a Bond Purchase Agreement to be approved by the Superintendent and/or Chief Financial Officer. The Superintendent and/or Chief Financial Officer are hereby authorized and directed to execute the Bond Purchase Agreement on behalf of the District, and the Superintendent, Chief Financial Officer and Board President and all other officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

(f) Use of Proceeds. Proceeds from the sale of the Bonds shall, promptly upon receipt by the District, be applied as follows:

- (i) Accrued interest in the amount of \$ _____¹ and, if necessary, net premium on the Bonds in the amount of \$ _____², shall be deposited into the Debt Service Fund.

¹ Insert from Officer's Pricing Certificate.

² Insert from Officer's Pricing Certificate.

- (ii) Net premium on the Bonds in the amount of \$ _____³ shall be used to pay the costs of issuance.
- (iii) Net premium on the Bonds in the amount of \$ _____⁴ shall be used to pay the underwriters' discount.
- (iv) Bond proceeds in the amount of \$ _____⁵, and, if necessary, other available funds from the District in the amount of \$ _____⁶ from the Debt Service Fund shall be applied to establish an escrow fund to refund the Refunded Bonds, as more fully provided in Section 24 of the Order, and, to the extent not otherwise provided for, to pay all expenses arising in connection with the issuance of the Bonds, the establishment of such escrow fund and the refunding of the Refunded Bonds. Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Debt Service Fund.

5. Execution and Registration of Bonds. (a) The Bonds shall be signed by the President of the Board and countersigned by the Secretary of the Board, by their manual, lithographed, or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.

(b) If any officer of the District whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Certificate described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by her duly authorized agent, which certificates shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the District, and have been registered by the Comptroller.

³ Insert from Officers Pricing Certificate.

⁴ Insert from Officers Pricing Certificate.

⁵ Insert from Officers Pricing Certificate.

⁶ Insert from Officers Pricing Certificate.

(d) On the Closing Date, the Initial Bonds, payable in stated installments to the Underwriters or their designee, executed by manual or facsimile signature of the President of the Board and Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriters or their designee. Upon payment for the Initial Bonds, the Registrar shall cancel the Initial Bonds and definitive Bonds shall be delivered to DTC.

6. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable at the principal payment office of the Registrar, in Dallas, Texas. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

7. Successor Registrars. The District covenants that at all times while any Bonds are outstanding it will provide a commercial bank or trust company, organized under the laws of the United States or any state, duly qualified to serve as and perform the duties and services of Registrar for the Bonds. The District reserves the right to change the Registrar for the Bonds on not less than 30 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

8. Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the District. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

9. Book-Entry Only System. (a) The Initial Bonds shall be registered in the name of _____ . Except as provided in Section 10 hereof, all other Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in

this Order. Without limiting the immediately preceding sentence, the District and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the District and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Order with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Order shall refer to such new nominee of DTC.

10. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the District, in its sole discretion, determines that the beneficial owners of the Bonds should be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall not longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

11. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations.

12. Ownership; Unclaimed Principal and Interest. The District, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Registrar shall be

bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the District and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

13. Registration, Transfer, and Exchange. So long as any Bonds remain outstanding, the Registrar shall keep the Register at its principal payment office in Dallas, Texas. Subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond or Bonds of the same type registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar in Dallas, Texas, for a Bond or Bonds of the same type, maturity and interest rate in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the District.

14. Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The District or the Registrar may require the Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The District or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (1) furnish to the District and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;
- (2) furnish such security or indemnity as may be required by the Registrar and the District to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the District and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

15. Cancellation of Bonds. All Bonds paid in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the District with appropriate certificates of destruction of such Bonds.

16. Optional and/or Mandatory Redemption; Defeasance. The Bonds are subject to optional and/or mandatory redemption as set forth in the Form of Bonds and in the Officer's Pricing Certificate.

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of such maturity to be redeemed. Any notice

given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

The Bonds may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

17. Forms. The form of the Bonds, including the form of Registration Certificate of the Comptroller, which shall be attached or affixed to each Initial Bond, the form of the Registrar's Authentication Certificate, the form of Assignment and the form of Guarantee Endorsement of the Commissioner of Education of the State of Texas, if applicable, shall be, respectively, substantially as follows, with such additions, deletions and variations as may be required by the Superintendent and Chief Financial Officer, necessary or desirable and not prohibited by this Order:

(a) Form of Current Interest Bond.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTIES OF HARRIS AND CHAMBERS

REGISTERED
NUMBER

REGISTERED
DENOMINATION

\$ _____

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
SERIES 2011

INTEREST RATE: MATURITY DATE: ISSUANCE DATE: CUSIP:

7

8

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

⁷ Insert from Officer's Pricing Certificate.

⁸ Insert from Officer's Pricing Certificate.

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (the “District”) promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of The Bank of New York Mellon Trust Company, N.A, in Dallas, Texas (the “Registrar”), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360 day year of twelve 30 day months, from the Issuance Date, or the most recent interest payment date to which interest has been paid or duly provided for. The date of this Bond is _____⁹, 2011. Interest on this Bond is payable by check on _____¹⁰ and _____¹¹ beginning on _____¹², mailed to the registered owner as shown on the books of registration kept by the Registrar as of the close of business on the last business day of the month next preceding each interest payment date.

THIS BOND is one of a duly authorized issue of Bonds, aggregating \$ _____¹³ (the “Bonds”), issued for the purpose refunding the Refunded Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to an order adopted by the Board of Trustees of the District (the “Order”), which Order is of record in the official minutes of the District. [The Bonds are issued as (i) Bonds in the aggregate principal amount of \$ _____¹⁴ which pay interest only at maturity, and (ii) Bonds in the aggregate principal amount of \$ _____¹⁵ which pay interest semiannually until maturity or earlier redemption.]¹⁶

THE DISTRICT RESERVES THE RIGHT, at its option, to redeem Bonds maturing on or after _____¹⁷, in whole or from time to time in part, in integral multiples of \$5,000, on _____¹⁸, or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all the Bonds are to be redeemed, the District shall select the Bonds to be redeemed.

⁹ Insert from Officer’s Pricing Certificate.

¹⁰ Insert from Officer’s Pricing Certificate.

¹¹ Insert from Officer’s Pricing Certificate.

¹² Insert from Officer’s Pricing Certificate.

¹³ Insert from Officer’s Pricing Certificate.

¹⁴ Insert from Officer’s Pricing Certificate.

¹⁵ Insert from Officer’s Pricing Certificate.

¹⁶ Remove bracketed language if there are no CABs.

¹⁷ Insert from Officer’s Pricing Certificate.

¹⁸ Insert from Officer’s Pricing Certificate.

[If applicable, mandatory redemption language]¹⁹

NOTICE OF ANY REDEMPTION shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owners of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar in Dallas, Texas, for Bonds in the denomination of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, without legal limit as to maximum rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District, and have been pledged irrevocably for such payment.

¹⁹ Insert from Officer's Pricing Certificate.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the President and countersigned with the manual or facsimile signature of the Secretary, and the official seal of the District has been duly impressed, or placed in facsimile, on this Bond.

(AUTHENTICATION
CERTIFICATE)

(SEAL)

GOOSE CREEK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

Secretary, Board of Trustees

(b) Form of Capital Appreciation Bonds (if required).

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTIES OF HARRIS AND CHAMBERS

REGISTERED
NUMBER

REGISTERED
MATURITY

\$ _____

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
SERIES 2011

MATURITY DATE:

ISSUANCE DATE:

²⁰

CUSIP:

REGISTERED OWNER:

MATURITY AMOUNT:

DOLLARS

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (the "District") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of The Bank of New York Mellon Trust Company, N.A., in Dallas, Texas (the "Registrar"), the Maturity Amount identified above, representing the principal amount hereof and accrued and compounded interest hereon (both as shown in the table attached to this Bond), in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United

²⁰ Insert from Officer's Pricing Certificate.

States of America. The date of this Bond is _____²¹, but interest shall accrue on the principal amount hereof from the Issuance Date at the per annum rate specified on the Table of Accreted Values attached hereto. The Accreted Value (per \$5,000 of Maturity Amount) of this Bond, as of the Issuance Date and as of each _____²² and _____²³ is set forth in the Table of Accreted Values attached hereto. Such value as of any other date shall be determined by straight-line interpolation between such values.

THIS BOND is one of a duly authorized issue of Bonds, aggregating \$ _____²⁴ the “Bonds”), issued for the purpose of refunding the Refunded Bonds under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to an order adopted by the Board of Trustees of the District (the “Order”), which Order is of record in the official minutes of the District. The Bonds are issued as (i) Bonds in the aggregate principal amount of \$ _____²⁵ which pay interest only at maturity, and (ii) Bonds in the aggregate principal amount of \$ _____²⁶ which pay interest semiannually until maturity or earlier redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar, in Dallas, Texas, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar, in Dallas, Texas, for Bonds in the denomination of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

²¹ Insert from Officer’s Pricing Certificate.

²² Insert from Officer’s Pricing Certificate.

²³ Insert from Officer’s Pricing Certificate.

²⁴ Insert from Officer’s Pricing Certificate.

²⁵ Insert from Officer’s Pricing Certificate.

²⁶ Insert from Officer’s Pricing Certificate.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, without legal limit as to maximum rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District, and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the President and countersigned with the manual or facsimile signature of the Secretary, and the official seal of the District has been duly impressed, or placed in facsimile, on this Bond.

(AUTHENTICATION
CERTIFICATE)

(SEAL)

GOOSE CREEK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

Secretary, Board of Trustees

TABLE OF ACCRETED VALUES²⁷

(c) Form of Comptroller's Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been delivered pursuant to the Bond Order described in the text of this Bond.

²⁷ Insert from Officer's Pricing Certificate.

The Bank of New York Mellon Trust Company, N.A.
As Paying Agent/Registrar

By _____
Authorized Signature
Date of Authentication _____

(e) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution
in the premises.

DATED: _____

Signature Guaranteed:

Registered Owner

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

(f) Form of Guarantee Endorsement.

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Goose Creek Consolidated Independent School District of its Unlimited Tax Refunding Bonds, Series 2011, dated _____²⁸, in the principal amount of \$ _____²⁹ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.

Robert Scott
Commissioner of Education

(g) The Initial Bond shall be in the form set forth in paragraphs (a), (b), (c), (e) and (f) of this Section, except for the following alterations:

(i) immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP" deleted; immediately under the name of the Capital Appreciation Bond, the heading "MATURITY DATE" shall be completed with the words "As Shown Below" and the word "CUSIP" deleted;

(ii) in the first paragraph of the Current Interest Bond, the words "on the maturity date specified above" and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence "..., with such principal to be paid in installments on the dates, in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per

²⁸ Insert from Officer's Pricing Certificate.

²⁹ Insert from Officers Pricing Certificate.

annum rates set forth in the following schedule:”

[Information to be inserted from schedule in the Officer’s Pricing Certificate]

(iii) in the first paragraph of the Capital Appreciation Bond, the words “on the maturity date specified above” shall be deleted, and the words “the Maturity Amount identified above” shall be replaced with “the Maturity Amounts shown in the schedule below”.

[Information to be inserted from schedule in the Officer’s Pricing Certificate]

(iv) the Initial Bonds shall be numbered ICI-1 and ICA-1, respectively.

18. CUSIP Numbers. CUSIP Numbers may be printed on the Bonds, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Bonds.

19. Debt Service Fund; Tax Levy. A special fund to be designated “Goose Creek Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2011, Debt Service Fund” is hereby created, and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Order shall be deposited, as collected, in such Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other District taxes are assessed, levied and collected, in each year, a continuing direct annual ad valorem tax, without legal limit as to maximum rate or amount, upon all taxable property in the District, sufficient to pay the interest on the Bonds as the same becomes due and to pay each installment of the principal of the Bonds as the same matures, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose. The District will take into account the balance in the Debt Service Fund when it sets its debt service tax rate each year.

To pay the debt service coming due on the Bonds prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Any money received by the District with respect to the Bonds as state assistance pursuant to the instructional allotment or as state assistance with existing debt, each as authorized by Chapter 46, Texas Education Code, shall be deposited in the Debt Service Fund as required by Sections 46.009 and 46.035, Texas Education Code, respectively.

20. Application of Chapter 1208, Government Code. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the District under Section 19 of this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the District under Section 19 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the District agrees to take such measures as it determines are reasonable

and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

21. Further Proceedings. After the Initial Bonds have been executed, it shall be the duty of the President of the Board and other appropriate officials and agents of the District to deliver the Initial Bonds and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Initial Bonds have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Initial Bonds, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

22. Federal Income Tax Exclusion.

(a) General. The District intends that the interest on the Bonds shall be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Code, and the applicable Income Tax Regulations (the "Regulations"). The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes. In particular, the District covenants and agrees to comply with each requirement of this Section; provided, however, that the District shall not be required to comply with any particular requirement of this Section if the District has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or if the District has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in this Section will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section.

(b) No Private Use or Payment and No Private Loan Financing. The District shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Refunded Bonds have not been used, and that proceeds of the Refunded Bonds and the Bonds will not be used, in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations promulgated thereunder. Moreover, the District covenants and agrees that it will make such use of the proceeds of the Refunded Bonds and the Bonds including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

(c) No Federal Guarantee. The District covenants and agrees that it has not and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and the applicable Regulations thereunder, except as permitted by section 149(b)(3) of the Code and such Regulations.

(d) No Hedge Bonds. The District covenants and agrees that it has not and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code and the applicable Regulations thereunder.

(e) No Arbitrage. The District shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the District will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the District covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder.

(f) Arbitrage Rebate. If the District does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the “gross proceeds” of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the District allocable to other bond issue of the District or moneys which do not represent gross proceeds of any bonds of the District, (ii) calculate at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the District will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The District covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Regulations promulgated thereunder.

(h) Continuing Obligation. Notwithstanding any other provision of this Order, the District’s obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds.

23. Escrow Agreement. The discharge and defeasance of the Refunded Bonds shall be effectuated pursuant to the terms and provisions of an Escrow Agreement to be entered into by and

between the District and the Escrow Agent, the terms and provisions of which are hereby approved, subject to such insertions, additions and modifications as shall be necessary (a) to carry out the program designed for the District by the Underwriters, which shall be certified as to mathematical accuracy by Grant Thornton, LLP Certified Public Accountants, (b) to maximize the District's present value savings and/or to minimize the District's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Bonds and (d) to carry out the other intents and purposes of this Order, and the President or Vice President is hereby authorized to execute and deliver such Escrow Agreement on behalf of the District in multiple counterparts and the Secretary or the Assistant Secretary is hereby authorized to attest thereto and affix the District's seal.

24. Purchase of United States Treasury Obligations. To assure the purchase of the Escrowed Securities referred to in the Escrow Agreement, the President or Vice President of the Board of Trustees, the Chief Financial Officer, and the Escrow Agent are hereby authorized to subscribe for, agree to purchase, and purchase obligations which are authorized investments for escrow accounts pursuant to Section 1207.062, Texas Government Code, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

25. Redemption Prior to Maturity of Refunded Bonds. The District has irrevocably exercised its option to call the bonds of the District for redemption prior to maturity on the dates and at the prices shown on Exhibit A attached to the Officer's Pricing Certificate, and authorized and directed notice of such redemption to be given in accordance with the orders authorizing the issuance of such bonds.

26. Permanent School Fund Guarantee. The District has applied for and received approval from the Texas Commissioner of Education (the "Commissioner"), subject to compliance with the Commissioner's rules and regulations, for payment of the principal of and interest on the Bonds to be guaranteed by the Permanent School Fund of the State of Texas. If the Bonds are defeased, the guarantee of the Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school fund. In connection with the guarantee of the Bonds by the Permanent School Fund, the District, hereby certifies and covenants that

- (a) a certified copy of this Order and copies of the Official Notice of Sale and Final Official Statement (and final savings schedule for refunded bonds) shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days;
- (b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on the bonds, the District will take all action required by Subchapter C of Chapter 45 of the Texas Education Code, as amended, including, but not limited to, the giving of timely notice of such determination to the Commissioner; and
- (c) the District will notify the Division of State Funding in writing within

ten (10) calendar days of the defeasance of any guaranteed Bonds.

27. Continuing Disclosure Undertaking. As used in this Section, the following terms have the meanings ascribed to such terms below:

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2-12, as amended from time to time.

“*SEC*” means the United States Securities and Exchange Commission

(a) The District will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access (“EMMA”) system at www.emma.msrb.org. The information to be updated includes all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement authorized by Section 28 of this Order, under the headings “SELECTED FINANCIAL INFORMATION,” “COMPARISON OF REVENUES AND EXPENDITURES AND CHANGES IN FUND BALANCES,” “PROJECTED DEBT SERVICE REQUIREMENTS” and “APPENDIX B.” The District will update and provide this information within six months after the end of each fiscal year.

If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to documents (i) available to the public on the MSRB’s internet web site or (ii) filed with the SEC. All filings shall be made electronically, in the format specified by the MSRB.

(b) The District shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) days after the occurrence of the event), of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;

- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the District;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The District shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Section by the time required by such Section.

All documents provided to the MSRB shall be accompanied by identifying information, as prescribed by the MSRB.

(c) The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give the notice required by this Section of any Bond calls and defeasance that cause the District to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under the Order for purposes of any other provision of this Order.

Nothing in this Section is intended to or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

(d) The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell the Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The District may also amend or repeal the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in any case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule.

28. Official Statement. The District hereby approves the form and content and distribution of the Preliminary Official Statement prepared in the initial offering and sale of the Bonds and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Bond Purchase Agreement and other relevant information. The use of such final Official Statement by the Underwriters is hereby approved and authorized and the proper officials of the District are authorized to sign such Official Statement.

29. Related Matters. To satisfy in a timely manner all of the District's obligations under this Order and the Bond Purchase Agreement, the President or Vice President, the Secretary or the Assistant Secretary, and all other appropriate officers and agents of the District are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the refunding of the Refunded Bonds, including, without limitation, executing and delivering on behalf of the District all certificates, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the District's obligations under the Bond Purchase Agreement and this Order and to direct the application of funds of the District consistent with the provisions of this Order.

30. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the District are hereby authorized to execute such agreement for and on behalf of the District.

31. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

32. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

PASSED AND APPROVED this 12th day of September, 2011.

/s/ Jenice Coffey

President, Board of Trustees
Goose Creek Consolidated Independent
School District

ATTEST:

/s/ Daniel Blackford

Secretary, Board of Trustees
Goose Creek Consolidated Independent
School District

(SEAL)

EXHIBIT A

DISTRICT'S OUTSTANDING OBLIGATIONS

Unlimited Tax School Building Bonds, Series 2001A (Qualified Zone Academy Bonds)
Unlimited Tax School Building Bonds, Series 2001B (Qualified Zone Academy Bonds)
Unlimited Tax Refunding and Schoolhouse Bonds, Series 2002
Unlimited Tax Refunding Bonds, Series 2003
Unlimited Tax Refunding Bonds, Series 2004
Unlimited Tax Schoolhouse Bonds, Series 2005
Unlimited Tax Schoolhouse Bonds, Taxable Series 2005A (Qualified Zone Academy Bonds)
Unlimited Tax Schoolhouse and Refunding Bonds, Series 2006
Unlimited Tax Schoolhouse Bonds, Series 2007
Unlimited Tax Schoolhouse Bonds, Series 2007A
Unlimited Tax Refunding Bonds, Series 2008

SCHOOL BOARD AGENDA ITEM SUMMARY

September 12, 2011

SUBJECT: CONSIDERATION OF ADOPTION OF RESOLUTION REGARDING EXTRACURRICULAR STATUS OF 4-H MEMBERS IN HARRIS COUNTY AND CONSIDERATION OF ADJUNCT FACULTY AGREEMENT

RECOMMENDED ACTION: Adopt the Resolution of Extracurricular Status of 4-H members that recognizes currently enrolled-4-H members in Harris County, Texas, as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities and approve the Adjunct Faculty Agreement.

RATIONALE: Harris County 4-H will be approved as an extracurricular activity for purposes of youth participation in projects, events, and activities. Changes in the 19 Texas Administrative Code, Chapter 76.1 Extracurricular Activities allow local school boards to determine which organizations will be granted extracurricular status.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
 Ms. Suzanne Heinrich
 Ms. Renea Dillon
 Mr. Richard Peebles



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
RENEA DILLON, DIRECTOR
CAREER AND TECHNICAL EDUCATION

Date: August 29, 2011
To: Suzanne Heinrich
cc: Agriculture Science Faculty
RE: Consideration of 4-H Extracurricular Status & Adjunct Faculty Agreement

Attached is the Resolution and Contract with the Texas AgriLife Extension Service District. Together, they will allow the continuation of 4-H as an approved extra-curricular activity in GCCISD.

GCCISD's Junior FFA programs limit students to only livestock exhibitions, but 4-H has many other activities in which members participate. The approval of 4-H as an extra-curricular activity in GCCISD allows our junior school students to have their absences while exhibiting at livestock shows. A large percentage of these students join our school's FFA chapters, a TEA recognized Career & Technology Student Organization (CTSO), when they reach the appropriate age. Our students then compete annually in both leadership and career development teams, along with livestock exhibitions.

In addition to agricultural knowledge and skills, 4-H educates youth in many different areas and reinforces many of the College and Career Readiness skills taught by GCCISD:

- Self-Esteem,
- Problem-Solving and Decision Making,
- Healthy Living,
- Community Responsibility,
- Strong Work Ethics and Attitudes
- Communication and Leadership Skills, and
- Lifelong learning.

Participation in these activities benefit the students of GCCISD in many ways. I recommend that the district approve the continuation of this Resolution and Contract.



300YMCA Drive-Baytown, TX 77521·crdillon@gccisd.net· Office: 281.420.3082· Cell: 281.303.1030

ADJUNCT FACULTY AGREEMENT

**THE STATE OF TEXAS
COUNTY OF HARRIS**

On this date, at regularly scheduled and posting meeting, came the Board of Trustees of the Goose Creek Consolidated Independent School District, hereinafter referred to as "District." A quorum having been established, the Board proceeded to consider the appointment of the herein named individuals as adjunct faculty members of the Goose Creek Consolidated Independent School District.

Upon consideration and vote of _____ in favor, Sonja Stueart-Davis, Sheryl Nolen, and Jeffrey Koch are hereby named as adjunct faculty members of the Goose Creek Consolidated Independent School District subject to the following conditions and provisions of such appointment, to wit:

1. This appointment shall commence on the _____ day of _____ and end on the day _____ of _____, being the end of the 2011-2012 academic year.
2. Adjunct faculty member will receive no compensation, salary, or remuneration from Goose Creek Consolidated Independent School District.
3. Adjunct faculty member is and shall remain an employee, in good standing, of the Texas AgriLife Extension Service.
4. Adjunct faculty member shall be under the direct supervision of either the District Extension Administrator of District 9, Texas AgriLife Extension Service District, or Harris County Extension Director.
5. Adjunct faculty member shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty member shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty member for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of the Texas AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct faculty member is not the employee of School District, and School District does not nor shall not supervise, direct or control the activities and/or participation of such Harris County Extension Agent(s) who has been herein designated as an adjunct faculty member.

This appointment is made by Goose Creek Consolidated Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (k)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Harris County Extension Agent(s) (Texas AgriLife Extension Service employee) is/are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Goose Creek Consolidated Independent School District or any of its employees, agent, officers, and/or board members in the performance of governmental functions.

Signed this _____ day of _____, 2011.

Goose Creek Consolidated Independent School District

By: _____

**RESOLUTION
regarding
EXTRACURRICULAR STATUS OF 4-H ORGANIZATION**

Be it hereby resolved that upon this date the duly elected Board of Trustees of the

(Complete name of school district)

meeting in public with a quorum present and certified did adopt this resolution that recognizes the Harris County Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities. Participation by 4-H members under provisions of this resolution are subject to all rules and regulations set forth under the 19 Texas Administrative Code as interpreted by this Board and designated officials of this school district whose ruling shall be final.

Approved this _____ day of _____, 20____.

(For Board of Trustees)

(Superintendent)

Tel.281.855-5619
Fax. 281.855-5638
sstueart@ag.tamu.edu
harris-bc.tamu.edu

Educational programs of the Texas AgriLife Extension Service are open to all people without regard to race, color, sex, disability, religion, age, or national origin. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

SCHOOL BOARD AGENDA ITEM SUMMARY

September 12, 2011

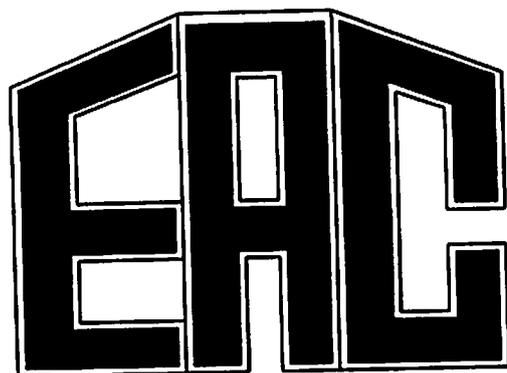
**SUBJECT: CONSIDERATION OF EMPLOYEES ADVISORY COUNCIL
(EAC) END-OF-YEAR REPORT**

RECOMMENDED ACTION: Accept the Employees Advisory Council (EAC)
End-of-Year Report.

RATIONALE: In accordance with Board Policy DGB (Local), an annual report on
EAC activities is presented to the Board.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Mr. Rick Kirk
Ms. Amparo Martinez



EMPLOYEES ADVISORY COUNCIL

YEAR-END REPORT

2010-2011

**For Presentation to the Board of Trustees,
Administrative Staff, and EAC Members
of
The Goose Creek Consolidated Independent School District**

**Submitted
by
Amparo Martinez
September 2011**

September 12, 2011

Dear Board Members, Administrative Staff, and EAC Representatives:

Local Board Policy DGB (LOCAL) states that the Employee Advisory Council (EAC) shall provide systematic communication to the Board of Trustees. Attached is the Year-End Report for 2010-2011.

I served as Chairperson of the EAC for the 2010-2011 school year.

EAC provides opportunities to support district employees in initiating needed changes or investigating non-instructional matters that may need individualized attention by the Administrative Staff or the School Board. A systematic communications process provides a cooperative climate conducive to good morale.

Please accept this report and my appreciation for your support for the 2010-2011 school year.

Sincerely,

A handwritten signature in black ink, appearing to read "Amparo Martinez". The signature is fluid and cursive, written over a white background.

Amparo Martinez, Chairperson
Employees Advisory Council

/rn



**EMPLOYEES ADVISORY COUNCIL
2010-2011
Amparo Martinez, Chairperson**

REPRESENTATIVE	ALTERNATE	CAMPUS
<i>Diana Joaquin</i>	<i>Abby Davis</i>	<i>Alamo Elementary</i>
<i>Joanne Rincon</i>	<i>Maria Fierro</i>	<i>Ashbel Smith Elementary</i>
<i>Laura Postoak</i>		<i>Austin Elementary</i>
<i>Amparo Martinez</i>		<i>Bowie Elementary</i>
<i>Angela Auzeene</i>		<i>Carver Elementary</i>
<i>Christine Langhorne</i>	<i>Lorena Lankford</i>	<i>Crockett Elementary</i>
<i>Blanche Morgan</i>		<i>De Zavala Elementary</i>
<i>Lindsey Pierce</i>		<i>Harlem Elementary</i>
<i>Robin Edwards</i>	<i>Sandra Marquez</i>	<i>Highlands Elementary</i>
<i>Karen McGlothlin</i>	<i>Deborah Rorie</i>	<i>Hopper Primary</i>
<i>Yvonne Vargas</i>	<i>Ashley Bramble</i>	<i>Lamar Elementary</i>
<i>Corina Garcia</i>	<i>Loretta Salazar</i>	<i>San Jacinto Elementary</i>
<i>Melanie Christensen</i>		<i>Travis Elementary</i>
<i>Robbie Adams</i>		<i>V. Walker Elementary</i>
<i>Kimberly Hanle</i>	<i>David Yopez</i>	<i>Baytown Junior</i>
<i>Kristen Davenport</i>		<i>Cedar Bayou Junior</i>
<i>Dianne Pounds</i>		<i>Gentry Junior</i>
<i>Helen Hearnberger</i>		<i>Highlands Junior</i>
<i>Chris Bucklin</i>		<i>Horace Mann Junior</i>
<i>Shari May</i>	<i>Kristen Jones</i>	<i>Goose Creek Memorial HS</i>
<i>Connie Piotrowski</i>		<i>Robert E. Lee High</i>
<i>Kerry Tilton</i>		<i>Ross S. Sterling High</i>
<i>Brian Courtney</i>		<i>Impact Early College HS</i>
<i>Richard Heyen</i>		<i>Peter Hyland Center</i>
<i>Alvin Perry</i>		<i>Stuart Career Center</i>
<i>Scott Sheley</i>	<i>Marilyn Stoffels</i>	<i>SCGC</i>
<i>Karen Thomas</i>		<i>Elementary Principals' Rep.</i>
<i>Don Beck</i>		<i>Secondary Principals' Rep</i>
<i>JoAnn Fenley</i>		<i>BCTA</i>
<i>Marie Drewnowski</i>		<i>GCEF</i>
		<i>Transportation</i>
<i>Bruce Riggs</i>		<i>Maintenance</i>
<i>Anita Sanders</i>	<i>Verna Edwards</i>	<i>Operations</i>
<i>Dianne Smith</i>		<i>Food Service</i>
<i>Rick Kirk</i>		<i>Superintendent's Designee</i>

EAC SUBCOMMITTEES

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

The CSLB has 1948 members.

The beginning balance of the 2010-2011 school year was 14,006.25 days. The committee met 11 times during the year and granted a total of 1,109.50 additional sick days to employees from the regular sick bank. A total of 112.75 days were returned to the bank for unused days that had been granted in the 2010-2011 school year. The bank balance at the end of the 2010-2011 school year was 15,124.50.

Retiree Bank

The beginning balance for the retiree bank for the 2010-2011 school year was 735. Retirees in 2010-11 contributed a total of 177.25 days to the retirees' bank, and the committee granted 227 of those days to employees. A total of 3.5 days were returned to the bank for unused days that had been granted in the 2010-2011 school year. A balance of 688.75 days remain in the retirees' bank.

CALENDAR COMMITTEE

2011-2012 INSTRUCTIONAL CALENDAR REVIEW

The following are the 2011-2012 Instructional Calendar Committee members:

ILT Representatives

Patricia Adams – Impact ECHS
Dena Arnold – Lee High School
Shawna Dennis – Alamo Elementary
Kathleen Fleck – Harlem Elementary
Ovidio Hinojosa – Baytown Jr.
JoAnn Horner – De Zavala Elementary
Amanda Lachapelle – San Jacinto Elementary
Sandra Lewis – Cedar Bayou Jr.

EAC Representatives

Rhonda Dianne Smith – Food Service
Connie Piotrowski – Lee High School
Yvonne Vargas – Lamar Elementary
Helen Hearnberger – Highlands Jr.
Chris Langhorn – Crockett Elementary
Kimberly Hanle – Baytown Jr.
Kerry Tilton – Sterling High School
Robin Edwards – Highlands Elementary
Amparo Martinez – Bowie Elementary
Scott Sheley - SCGC

Central Office

Rick Kirk
Bernard Cannariato, Advisory

The GCCISD Instructional Calendar Committee met on the following dates:

January 27, 2011

February 10, 2011

Draft Calendar was emailed to District employees for input:

February 15, 2011

1. We began the process by selecting a volunteer subcommittee from the Districts' Instructional Leadership Council (ILC).
2. We looked at calendars for 2011-2012 that had already been adopted by school districts in our area and Region IV. Of the eleven school districts, nine have scheduled the week of November 21-25, 2011, as student holidays. Of these nine, four are ending the first semester in December and five are finishing after the winter holiday in January.
3. As a starting point two sample calendars were presented to the subcommittee. One duplicating the current calendar and one having the week of Thanksgiving as a student holidays.

4. We compared student attendance on October 25 and 26, 2010, to attendance on November 22 and 23, 2010. Attendance during the November 2010, week was lower (from 1 to 6%) than the October week.
5. The committee decided to prepare two calendars, both of which have November 21-25 as school holidays.
6. For further input, the two calendars were e-mailed to the entire ILC and the District Employee Advisory Council (EAC).
7. A second sub-committee meeting was held. Comments received from the ILC and EAC were considered and the two draft calendars were finalized.
8. The draft calendars were sent to campuses for voting on February 15 and voting results are due back on February 21.
9. Draft Calendar #2 (first semester ending in December) received 60% of the votes.

<u>Calendar</u>	<u>Percentage</u>	<u>Votes</u>
#1	40%	521
#2	60%	791
Total	100%	<u>1312</u>

Upon Board approval the calendar was distributed to District employees.

COMPENSATION/BENEFITS COMMITTEE

EAC Representatives:

Amparo Martinez, Bowie
 Robbie Adams, V. Walker
 Rhonda Dianne Smith, Food Service
 Melanie Christensen, Travis
 Karen McGlothlin, Hopper
 Bruce Riggs, Maintenance

Other Members:

Pete Cote, Advisory
 Pete Pape, Advisory
 Cindy McClaugherty, Advisory
 Patti McBride, Benefits
 Vanessa Williams, Benefits

Wellness Committee Representatives:

Robbie Adams, V. Walker
 Blanche Morgan, De Zavala
 Melanie Christensen, Travis
 Karen McGlothlin, Hopper
 Amparo Martinez, Bowie

Other Members:

Pete Cote, Advisory
 Cindy McClaugherty, Advisory
 Wallace Vosloh, Risk Management
 Patti McBride, Benefits
 Vanessa Williams, Benefits

Year two of the Employee Wellness Program provided: 1) Biometric Screenings conducted on 10 campuses during a three day period in November 2010; 2) Health Risk Assessments were available on a dedicated interactive website; 3) *Walk This Way* challenge from January 24 – April 17; 4) Reward incentives were given for participant in Health Risk Assessment; 5) Points for an end of year drawing could be earned for

completion of Biometric Screening, completion of the Health Risk Assessment, participation in the website activities, and *Walk This Way* challenge; and 6) Health Coaching was available to eligible employees.

Employee Attendance Incentives

The following are the Employee Attendance Incentive Committee members:

EAC Representatives

Name	Campus
Melanie Christensen	Travis Elementary
Kristen Davenport	Cedar Bayou Jr.
Robin Edwards	Highlands Elementary
Diana Joaquin	Alamo Elementary
Amparo Martinez	Bowie Elementary
Rhonda Dianne Smith	Victoria Walker Elementary
Karen Thomas	Hopper Primary
Yvonne Vargas	Lamar Elementary
Terri White	Sterling High School

ILC Representatives

Name	Campus
Dena Arnold	Lee High School
Shawna Dennis	Alamo Elementary
Kathleen Fleck	Harlem Elementary
Ovido Hinojoso	Baytown Jr.
Suzanne Keith	Victoria Walker Elementary
Julie McReynolds	Sterling High School
Kerry Tilton	Sterling High School

Central Office

Rick Kirk
Diana Cox

The committee met on May 16, 2011 to consider incentives to improve employee attendance.

A survey was sent to EAC and ILC members to choose five items that they felt would be the best incentives to improve employee attendance.

The survey results were presented to Executive Council and principals. The results are under review.

Advisogram Summary 2010-2011

The Employees Advisory Council (EAC) met nine times throughout the year: September 20, 2010; October 18, 2010; November 15, 2010; December 13, 2010; January 24, 2011; February 14, 2011; March 21, 2011; April 18, 2011; and May 16, 2011.

The majority of operating time during meetings of the Employees Advisory Council is spent on Advisograms or responses to Advisograms. Advisograms are the basic means of communicating concerns, questions, and suggestions from the employees to administrative personnel through the intermediary role of EAC.

The EAC receives Advisograms from two sources:

1. Any Campus Advisory Council (CAC) can refer unresolved campus problems to the EAC by a simple majority vote of its members, as long as an attempt has been made to resolve the problem at the campus level.
2. Any individual can submit an Advisogram directly to the Chairperson of the EAC; however, if it concerns a specific campus issue, the EAC will refer it to the appropriate CAC for its consideration.

Following is a summary of the Advisograms received by the 2010-2011 Employees Advisory Council:

Concern	Comments/Respondent	Published in Minutes
Advisogram #1 Bus driver selection for field trips	Mr. Rick Walterscheid	September 20, 2010
Advisogram #2 District scheduled meetings/ shuttle buses	Mrs. Diana Cox/ Mrs. Christi Leath	September 20, 2010
Advisogram #3 Employee state license	Dr. Byron Terrier	September 20, 2010
Advisogram #4 Spirit Day shirts	Ms. Suzanne Heinrich	October 18, 2010
Advisogram # 5 Refrigerator policy	Ms. Suzanne Heinrich	November 15, 2010
Advisogram #6 Cafeteria policies	Mr. Rick Nunez	November 15, 2010
Advisogram #7 Administrator absence accountability	Ms. Suzanne Heinrich	December 13, 2010
Advisogram #8 Administrator compliance with student code of conduct	Ms. Suzanne Heinrich	December 13, 2010
Advisogram #9 Administrative dress code	Mrs. Diana Cox/ Ms. Suzanne Heinrich	January 24, 2011
Advisogram #10 Cell phone policy	Dr. Patty Bing/ Ms. Suzanne Heinrich	March 21, 2011
Advisogram #11 Administrator survey	Mr. Rick Kirk	March 21, 2011
Advisogram #12 Serving chocolate milk with cereal	Ms. Natalie Edwards	Received at last meeting of the year. Response will be published in Sept. meeting minutes.

SCHOOL BOARD AGENDA ITEM SUMMARY

September 12, 2011

SUBJECT: CONSIDERATION OF INSTRUCTIONAL LEADERSHIP COUNCIL (ILC) END-OF-YEAR REPORT

RECOMMENDED ACTION: Accept the Instructional Leadership Council's (ILC) End-of-Year Report for the 2010-2011 school year.

RATIONALE: Provide feedback on ILC district-level planning and decision-making as defined in the Texas Education Code 11.251.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Ms. Diana Cox
Mr. Al Richard



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

September 12, 2011

TO: DR. TOBY YORK

FROM: AL RICHARD, INSTRUCTIONAL LEADERSHIP COUNCIL CHAIRPERSON
DIANA COX, EXECUTIVE DIRECTOR OF CURRICULUM AND INSTRUCTION

SUBJECT: INSTRUCTIONAL LEADERSHIP COUNCIL (ILC) END OF YEAR REPORT

As you know, the Goose Creek CISD Instructional Leadership Council met monthly during the 2010-2011, school year on district-level planning and decision-making as defined in the Texas Education Code 11.251. The ILC members had good attendance and had commitment to their roles and responsibilities on the Council.

It was particularly meaningful to the Council to have you in attendance not only as a participant but as a facilitator as well.

The ILC agenda items for discussion included:

- Texas Education Agency State Waivers
- Instructional Exchange Time
- Legislative Updates (including updates on public school finance)
- Review of the District Improvement Plan (DIP)
- Professional Development and Appraisal System (Teacher Appraisal Process)
- Uniform Grading Guidelines
- 2010-2011 GCCISD Core Content Area Framework of “Non-Negotiables”
- Instructional School Calendar
- College and Career Readiness
- Jr. School Master Schedule
- Accountability Update (STAAR & EOC)

Again, we appreciate your ongoing support by attending our meetings and assisting in facilitating them. Please let us know if you have any questions.

SCHOOL BOARD AGENDA ITEM SUMMARY

September 12, 2011

SUBJECT: CONSIDERATION OF RESOLUTION TO APPROVE THE TEXAS COOL SCHOOLS PUBLIC INDEPENDENT DISTRICT HVAC GRANT

RECOMMENDED ACTION: It is recommended that the Board of Trustees adopt the Resolution approving the Texas Cool Schools Public Independent HVAC Grant.

RATIONALE: Goose Creek CISD intends to apply for a Texas Cool Schools Public Independent School District HVAC Grant and authorizes the execution of the contract with the State Energy Conservation Office, pending a grant award. This project is approved up to the full amount awarded by the grant. No additional approvals are required for the execution of this project.

The program's purpose is to reduce facility operating costs by providing grant funding to replace existing inefficient HVAC systems with new, energy efficient equipment.

BUDGET PROVISIONS/ACTION REQUIRED: N/A

RESOURCE PERSONEL: Dr. Toby York
Dr. Byron Terrier
Mr. David K. Fluker
Mr. Bruce R. Riggs
Mr. Tracy Moser

Exhibit C – Texas Cool Schools Application

INSTRUCTIONS: Please complete the application (Exhibit C) and corresponding worksheet (Exhibit D) to apply for the Texas Cool Schools HVAC Grant Program. The application is due by **2 p.m. CDT on Sept. 1, 2011**. You may attach additional 8.5 x 11 sheets as necessary but the final application should be no longer than 30 pages.

Part 1: General Information

1A. Applicant			
Name of Eligible Public ISD		Federal Tax ID	Application Date
Goose Creek Consolidated ISD		746000251	9/1/11
Mailing Address		City	State Zip Code
PO Box 30		Baytown	TX 77521
County Name	District Number assigned by the Texas Education Agency	Total Amount Requested	
Harris	101911	\$1,931,918	
DUNS Number (9 digits)		CCR Registration Expiration Date	
022251367		07/25/2012	

1B. Chief Executive Officer			
First Name	Initial	Last Name	Title
Peter	D.	Pape	Chief Financial Officer
Telephone	Extension	Fax	Email Address
281-420-4822		281-420-5120	Pete.pape@gccisd.net

1C. Applicant Primary Contact			
First Name	Initial	Last Name	Title
David	K.	Fluker	Executive Director of Construction and Maintenance
Telephone	Extension	Fax	Email Address
281-425-3600		281-428-0664	dkfluker@gccisd.net

1D. Applicant Secondary Contact			
First Name	Initial	Last Name	Title
Tracy		Moser	Energy Manager
Telephone	Extension	Fax	Email Address
281-425-3217		281-428-0664	tlmoser@gccisd.net

Exhibit C – Texas Cool Schools Application

IE. Administrative Contact for Accounting					
First Name	Initial	Last Name	Title		
Peter	D.	Pape	Chief Financial Officer		
Mailing Address			City	State	Zip Code
PO Box 30			Baytown	TX	77521
Telephone	Extension	Fax	Email Address		
281-420-4822		281-420-5120	petepape@gccisd.net		

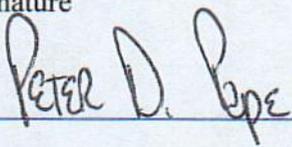
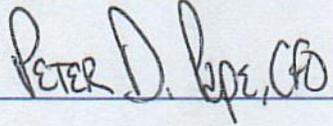
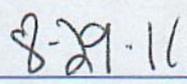
IF. Signature and Certification by Applicant Chief Executive Officer		
<p>I certify that I am the Chief Executive Officer and that I have reviewed this application and that I will agree to the soundness of the budget and agree to abide by the terms of the contract. I also acknowledge that in order to receive an award, the ISD must comply with all of the terms and conditions set for in the Grant Agreement, including, but not limited to, nepotism, conflict of interest provisions, and any contractor assurances, as applicable.</p>		
Signature	Printed Name and Title	Date
		

Exhibit C – Texas Cool Schools Application

Part 2: Project Description

2A. Existing Equipment

Fill in the corresponding table in the application worksheet to describe the existing equipment that will be replaced.

NOTE: Administration buildings, field houses and auxiliary buildings are not eligible.

2A1. Complete the table in tab Part 2A on the Application Worksheet (Exhibit D).

Please see Part 2A on the Application Worksheet.

2A2. Provide documentation to establish the age of the existing equipment. Acceptable forms of documentation include an original sales receipt, installation records, property inventory or equipment nameplate. NOTE: Funding cannot be used to replace units less than 10 years old.

Please see attached documentation. Age was verified through nameplate photos on the attached CD. The naming format for nameplate photos is "Unit # - 2."

2A3. Submit photos of the existing equipment. Number the photos and include photo numbers on Tab Part 2A on the Application Worksheet (Exhibit D).

Please see attached photos.

2B. Retrofit Plan and Proposed Energy Savings (Equipment)

Provide a brief project overview of the proposed HVAC retrofit plan and provide annual baseline energy consumption and annual energy savings, based on manufacturer's information, for each piece of new equipment in either KWhs or BTUs.

Notes: Projects or equipment not specifically listed in the application guidelines are ineligible.

2B1. Provide an overview of the retrofit plan:

The retrofit plan consists of the following steps:

1. Disconnect electrical power and natural gas from unit.
2. Disconnect power and control wiring.
3. Disconnect refrigerant piping and drain refrigerant into storage containers for recycling if applicable.
4. Disconnect chilled water and hot water piping from unit, if applicable.
5. Disconnect unit from base, lift unit off of base and remove from site.
6. Modify base/roof curb or replace for mounting of new unit.
7. Inspect new unit to confirm it is in accordance with specification – with regard to both capacity and efficiency.
8. Set new unit on base and fasten.
9. Remove evaporator unit and air handler and replace with new evaporator unit if split system. Replace chilled water or hot water coils, as applicable, at air handler
10. Reconnect electrical wiring, refrigerant piping, gas piping, chilled and hot water piping, as applicable.
11. Purge (vacuum down) refrigerant piping and system. Install correct refrigerant and confirm compatibility with entire systems.

Exhibit C – Texas Cool Schools Application

12. Reconnect power and natural gas to unit.
13. Start unit, following manufacturer start-up procedures.
14. Provide owner with manufacturer warranty information and train operators, as needed.
15. Properly dispose of old equipment following all applicable laws and regulations.
16. Properly commission new units to ensure performance.
17. Perform retro-commissioning activities as described in the scope of the grant to achieve further energy savings.

2B2. Complete the table in tab Part 2B on the Application Worksheet (Exhibit D).

Please see Part 2B on the Application Worksheet.

2B3. Describe how you arrived at the energy savings figures provided in tab Part 2B of the Application Worksheet.

Energy savings calculations were performed using SECO's Quickcalc Calculation form. The calculation is based on three primary parameters: 1) Unit nominal cooling capacity (Btu/hr), 2) Difference in EER, IPLV, or COP between existing (old) unit replaced and new unit installed, and 3) Full load annual operating hours of unit or total operating hours, if using integrated part load values (IPLV).

1. Cooling tonnage is converted from tons to Btu/hr by multiplying nominal capacity (tons) by 12,000 Btu/ton-hr.
2. EER is defined as Btu/hr cooling per watt of electrical power. COP is defined as kW of cooling per kW of power consumed. IPLV is defined as annual average power requirement in terms of kW/ton – used for chillers, based on ARI testing.
 - a. EER of existing unit was based on manufacturer rating, or if not available, based on SECO Table 1 from Quickcalc form.
 - b. EER of new unit was provided by proposed equipment manufacturer, no less than IECC 2009 code requirement.
3. Full load operating hours were taken from SECO recommendations, Tables 14 and 15.

Exhibit C – Texas Cool Schools Application

2C. Proposed Energy Savings (Energy Efficiency Improvements)

2C. Provide a brief project overview for any energy efficiency improvements to new and/or existing HVAC systems, annual projected energy savings (KWhs or BTUs and \$\$) and how the anticipated energy consumption savings were determined.

2C1. Provide an overview of the energy efficiency improvements plan:

The energy efficiency improvement plan consists of retro-commissioning of every replacement unit. Retro-commissioning consists of:

1. If EMCS or other programmable control of unit exists, we will ensure that the unit is controlled such that it provides temperature and humidity control in accordance with occupied and unoccupied parameters – both time of day and temperature requirements.
2. If no automatic controls currently exist for the unit, we will add a programmable control to start and stop the unit and maintain occupied and unoccupied temperature or humidity set points.
3. If a separate control of outside air damper exists, we will make sure the outside air damper is closed during unoccupied hours when the unit may be controlled to operate to maintain unoccupied temperature or humidity set points.

2C2. Complete the table in tab Part 2C on the Application Worksheet (Exhibit D).

Please see Part 2C on the Application Worksheet.

2C3. Describe how you arrived at the energy savings figures provided in tab Part 2C of the Application Worksheet.

We are working with a qualified contractor through the TIPS program to develop this project. The contractor has provided the savings calculations. Schools are typically occupied from 7:30 am to 3:30 pm, Monday through Friday. This is eight (8) hours per day. From the contractor's experience providing retro-commissioning service throughout the State of Texas and the U.S., they have found that at a minimum A/C units operate at least 1-2 hours longer per day than necessary. By reducing operating time by with programmable controls, energy consumption can be reduced by a minimum of 15%. Those units currently operating 24/7 will achieve significantly greater savings.

Exhibit C – Texas Cool Schools Application

2D. Compliance with Building Energy Code

Does this project meet or exceed equipment and system efficiency standards established in the 2009 edition of the International Energy Conservation Code (IECC 2009)?

Yes

No

NOTE: If the project does not meet or exceed IECC 2009 building energy code, it will not be eligible for grant funding.

2E. Project Timeline

Answer the questions below and include any additional approvals required for this project.

Note: All costs must be incurred by 4/30/2012

2E1. The governing board or the board of trustees is expected to approve this project by (estimated month and year) 09/11; or the governing board or board of trustees' approval for this project was given on (month and year) n/a.

2E2. The governing board or board of trustees are expected to adopted a resolution authorizing the execution of a contract with the State Energy Conservation Office by (estimated month and year) 09/11; or the governing board or board of trustees adopted a resolution authorizing the execution of a contract with the State Energy Conservation Office on (month and year) n/a.

2E3. How many days from the award date will the ISD require to procure and approve sub-contractors? 15

NOTE: ISDs must not begin the procurement process prior to the posting of the official grant application on August 5, 2011. Any Request for Qualifications (RFQ) issued and/or bids for goods and services received by the ISD prior to August 5 are ineligible.

2E4. How many days from the award date will the ISD require to procure, process and receive purchased equipment? 30

2E5. What is your estimated completion date for this project? 1/15/12

2E6. List additional approvals required for this project and estimated time required for approvals:

None

Exhibit C – Texas Cool Schools Application

Part 3: Project Plan Funding

3A. Project Costs

If awarded, list the type of equipment that will be purchased with grant funding. Include the quantity to be purchased and estimated per unit cost. List the items in priority order with the highest priority item listed first. Applicants are encouraged to carefully manage related installation and materials costs.

3A. Complete the table in tab Part 3A on the Application Worksheet (Exhibit D).

Please note that only projects listed in Exhibit A are eligible for funding under the Texas Cool Schools grant. All other projects will not be considered.

Please see Part 3A on the Application Worksheet.

3B. Procurement Procedures

Provide a description of the ISDs procurement guidelines, process and controls that will be used to ensure that the project will be competitively bid and awarded.

To foster greater economy and efficiency and follow the district's current procurement policies and procedures, the district will be using the Interlocal Purchasing System (TIPS/TAPS) sponsored by the Region VIII Education Service Center (ESC8) located at 2230 North Edwards, Mt. Pleasant, Texas. TIPS is governed by the Region 8 ESC Board of Directors. The Interlocal Purchasing System is available for use by all public and private schools, colleges, universities, cities, counties, and other government entities in Texas. All awarded contracts through the TIPS/TAPS program have been awarded under a competitively bid process and received a contract from TIPS/TAPS Governing Board of Directors. These awarded vendors have agreed to provide the best pricing, terms and conditions available to TIPS/TAPS members. All contracts and subcontracts awarded by the district through TIPS will include all required ARRA provisions including but not limited to Buy American and the Davis Bacon Act.

3C. Financial Controls

Provide a description of the internal financial controls that will be used to ensure that SECO funds will only be used to pay qualified expenses.

The District has a published financial management policy. The purpose of the policy is to guide the district in financial matters. In addition to the financial management policy, the district will be guided by the Federal Office of Management and Budget requirements for ARRA stimulus funds including OMB Circular A-133 Guidance for Administering Grants and any unique requirements of SECO. The Business Manager will establish a separate chart of accounts and properly record all financial transactions associated with this grant. Self balancing groups of accounts will be used to account for transactions in accordance with generally accepted accounting principles. Each account within the fund will be properly classified to assure that the SECO funds are not co-mingled with other District funds.

The Business Manager will oversee the day to day operations of the grant, monitor performance and compliance and will also keep the Superintendent's office informed of

Exhibit C – Texas Cool Schools Application

significant grant related activities. The Business Manager will serve as a liaison with grantor financial management personnel, will prepare invoices and supporting documents, and will keep the books of account for the grant. The Business Manager will also prepare and distribute grant status reports in a timely manner to the management team and as needed to SECO.

Prior to any request for SECO funds the district will physically review the project to assure that work that has been invoiced has been successfully completed and that the equipment approved for the work has been properly installed. All appropriate paper work shall be required to be submitted with the invoice including correct Davis Bacon Reporting for labor. Invoices will only be approved for payment when all documents are reviewed and approved as complete.

Exhibit C – Texas Cool Schools Application

Part 4: Evaluation Form and Scoring Sheet

Applicant should score section 4.1 through 4.8 to determine funding eligibility.	Total Possible Points	Score assigned by applicant	Score confirmed by SECO
<p>4.1 What is the average age of the existing equipment proposed to be replaced by new equipment listed in Section 2A? This will be the yellow highlighted total in Worksheet Tab 2A.</p> <ul style="list-style-type: none"> ➤ More than 20 years old, score 15 ➤ 15 to 19 years old, score 10 ➤ 10 to 14 years old, score 5 <p>NOTE: Funding cannot be used to replace any unit that is less than 10 years old</p>	15	10	
<p>4.2 What is the estimated percentage of energy savings resulting from this project compared to baseline energy consumption for the equipment replaced? This will be the yellow highlighted total in Worksheet Tab 2B.</p> <ul style="list-style-type: none"> ➤ More than 20%, score 15 points ➤ 10-19%, score 10 points ➤ Less than 10%, score 5 points 	15	15	
<p>4.3 What is the estimated percentage of additional energy savings resulting from energy efficiency improvements to new and/or existing HVAC systems? This will be the yellow highlighted total in Worksheet Tab 2C.</p> <ul style="list-style-type: none"> ➤ More than 10%, score 10 points ➤ 5-10%, score 5 points ➤ Less than 5%, score 0 points 	10	10	
<p>4.4 How soon after award of grant funds will the project be completed?</p> <ul style="list-style-type: none"> ➤ 1-2 months, score 15 points ➤ 3-4 months, score 10 points ➤ 5-6 months, score 5 points <p>NOTE: Project must be completed and <u>all</u> costs incurred by 4/30/2012.</p>	15	15	

Exhibit C – Texas Cool Schools Application

	Possible Points	Score assigned by applicant	Score confirmed by SECO
4.5 What is the payback for the overall project? A) List Total Installed Costs from green highlighted total in Worksheet Tab 3A: \$ <u>1,931,917.64</u> B) Add together and list total projected energy dollar savings from green highlighted totals in Worksheet Tab 2B and Tab 2C: \$ <u>205,036</u> C) Divide A (total installed cost) by B (total projected energy dollar savings): <u>9.4</u> ➤ If C is equal to or less than 10, score 15 points ➤ If C is greater than 10, but less than 15, score 10 points ➤ If C is 15 or greater, score 5 points	15	15	
4.6 Average Daily Attendance (ADA) for <u>2009-2010</u> ➤ Less than 500, score 15 points ➤ 501 to 1,000, score 10 points ➤ More than 1,000, score 5 points Reference: http://www.tea.state.tx.us/index2.aspx?id=7058&menu_id=645&menu_id2=789	15	5	
4.7 County Population ➤ Less than 10,000, score 10 points ➤ 10,001 to 30,000, score 5 points ➤ 30,001 or greater, score 0 points Reference: U.S. Census Bureau Population estimates for Texas Counties (July 1, 2008), http://quickfacts.census.gov/qfd/states/480001k.html	10	0	
4.8 ISD property wealth per Average Daily Attendance for <u>2010</u> ➤ Less than \$200,000, score 15 points ➤ \$200,001 to 300,000, score 10 points ➤ \$300,001 to \$400,000, score 5 points ➤ Greater than \$400,000, score 0 points Reference: http://www.tea.state.tx.us/index2.aspx?id=8342	15	0	
Maximum Base Score	110		
Total Score Assigned By Applicant		70	
Total Score Assigned By SECO			

Exhibit D

2A. Existing Equipment

Provide a brief project overview of the proposed HVAC retrofit plan and fill in the corresponding table in the application worksheet to describe the existing equipment that will be replaced. For the photos provided in response to application question 2A3, number them and add those numbers in the table below.

NOTE: Administration buildings, field houses and auxiliary buildings are not eligible. Funding cannot be used to replace units less than 10 years old. Certain restrictions apply to projects in buildings older than 44 years old. Refer to Exhibit A for more information.

Equipment Location		Existing Equipment Description						
Building Name	Equipment Type	Equipment Make	Equipment Model	Equipment Serial Number	Equipment Age	Photo Number		
Lee High School	Water Cooled Chiller	Trane	RTHB215F	U97B00133	14	01-1		
Lee High School	Water Cooled Chiller	Trane	RTHB300F	U97B00132	14	02-1		
Lee High School	Packaged Unit	Engineered Air	DJ-40-C0	DK1528-AHU7	14	03-1		
Lee High School	Packaged Unit	Engineered Air	DJ-40-C0	DK1529-AHU8	14	04-1		
Gentry Junior High School	Water Cooled Chiller	Carrier	30HR140-E620	3894J07927	17	05-1		
Gentry Junior High School	Water Cooled Chiller	Carrier	23XL2020NC60	2397J56191	14	06-1		
Stuart Center	Air-Cooled Chiller	Carrier	30GT-210-C610	2299F23969	12	07-1		
Stephen F. Austin	Water Cooled Chiller	Carrier	23XL1010NC21	0396J53022	15	08-1		
Stephen F. Austin	Water Cooled Chiller	Carrier	23XL1010NC21	0496J53023	15	09-1		
0	0	0	0	0	0			
0	0	0	0	0	0			
0	0	0	0	0	0			
0	0	0	0	0	0			
Hopper Elementary School	Air-Cooled Chiller	Trane	RTAA2004X	U97F02994	14	14-1		
Sterling High School	Packaged Unit	Carrier	50DP012 600	N794641	24	15-1		
Sterling High School	Packaged Unit	Carrier	50DP012 600	N794639	24	16-1		
Sterling High School	Packaged Unit	Trane	YCD120C4L0AB	L17101940D	15	17-1		
Sterling High School	Packaged Unit	Trane	YCD120C4L0AB	L17101939D	15	18-1		
Sterling High School	Packaged Unit	Trane	YCD180B4L0DE	L13101124D	15	19-1		
0	0	0	0	0	0			
0	0	0	0	0	0			
0	0	0	0	0	0			
0	0	0	0	0	0			
0	0	0	0	0	0			
0	0	0	0	0	0			
						Average Age of Equipment		
						15.73		

NOTE: The highlighted total to the right is part of answer to question 4.1 on scoring sheet

Exhibit D

2B. Proposed Energy Savings (Equipment)

2B2. Provide annual baseline energy consumption and annual energy savings, based on manufacturer's information, for each piece of equipment in British Thermal Units (BTU). For converting from kilowatt-hours (kWh) to BTUs, use the following conversion formula: 1 kWh = 3413 BTU
NOTE: Projects or equipment not specifically listed in the application guidelines are ineligible.

Equipment Description	Total Baseline Energy Consumption for Existing Equipment (BTUs) for the last 12 months	Total Projected Energy Consumption for New Equipment (BTUs) for 12 months after equipment is installed	Total Projected Energy Savings (BTUs) over 12 month period	Average Cost Per kWh (\$) - Utility Rate	Total Projected Energy Savings (\$) over 12 month period
01 - LHS - 215-Ton Water Cooled Chiller	1,694,666,198	965,871,926	728,794,272	\$0.0810	\$17,296.32
02 - LHS - 300-Ton Water Cooled Chiller	2,364,650,509	1,453,137,184	911,513,325	\$0.0810	\$21,632.75
03 - LHS - 40-Ton Packaged Unit	433,519,260	346,815,408	86,703,852	\$0.0810	\$2,057.72
04 - LHS - 40-Ton Packaged Unit	433,519,260	346,815,408	86,703,852	\$0.0810	\$2,057.72
05 - GJHS - 140-Ton Water Cooled Chiller	1,277,740,977	809,235,952	468,505,025	\$0.0810	\$11,118.93
06 - GJHS - 300-Ton Water Cooled Chiller	2,364,650,509	1,398,449,226	966,201,283	\$0.0810	\$22,930.65
07 - SC - 210-Ton Air-Cooled Chiller	2,275,976,115	1,358,791,710	917,184,405	\$0.0810	\$21,767.34
08 - SFA - 150-Ton Water Cooled Chiller	1,182,325,255	703,004,205	479,321,049	\$0.0810	\$11,375.62
09 - SFA - 150-Ton Water Cooled Chiller	1,182,325,255	703,004,205	479,321,049	\$0.0810	\$11,375.62
	0	0	0	\$0.0810	\$0.00
	0	0	0	\$0.0810	\$0.00
	0	0	0	\$0.0810	\$0.00
	0	0	0	\$0.0810	\$0.00
14 - HEL - 200-Ton Air-Cooled Chiller	2,167,596,300	1,294,087,343	873,508,957	\$0.0810	\$20,730.80
15 - SHS - 10-Ton Packaged Unit	144,506,420	78,821,684	65,684,736	\$0.0810	\$1,558.88
16 - SHS - 10-Ton Packaged Unit	144,506,420	78,821,684	65,684,736	\$0.0810	\$1,558.88
17 - SHS - 10-Ton Packaged Unit	108,379,815	78,821,684	29,558,131	\$0.0810	\$701.50
18 - SHS - 10-Ton Packaged Unit	108,379,815	78,821,684	29,558,131	\$0.0810	\$701.50
19 - SHS - 15-Ton Packaged Unit	162,569,723	118,232,525	44,337,197	\$0.0810	\$1,052.25
	0	0	0	\$0.0810	\$0.00

Exhibit D

Texas Cool Schools Application Worksheet

Exhibit D

Equipment Description	Total Baseline Energy Consumption for Existing Equipment (BTUs) for the last 12 months	Total Projected Energy Consumption for New Equipment (BTUs) for 12 months after equipment is installed	Total Projected Energy Savings (BTUs) over 12 month period	Average Cost Per kWh (\$) - Utility Rate	Total Projected Energy Savings (\$s) over 12 month period
	0	0	0	\$0.0810	\$0.00
	0	0	0	\$0.0810	\$0.00
	0	0	0	\$0.0810	\$0.00
	0	0	0	\$0.0810	\$0.00
TOTALS	16,045,311,830	9,812,731,829	6,232,580,001		\$147,916.49

NOTE: The highlighted total above is part of answer to question 4.5.B on scoring sheet

Exhibit D
Texas Cool Schools Application Worksheet

TAB 2B

Exhibit D

2C. Proposed Energy Savings (Energy Efficiency Improvements)

2C2. Provide a brief project overview for any Energy Efficiency improvements to new and/or existing HVAC systems, annual projected energy savings (in British Thermal Units and dollars) and how the anticipated energy consumption savings were determined. For converting from kilowatt-hours (kWh) to BTUs, use the following conversion formula: 1 kWh = 3413 BTU

Equipment Description	Total Baseline Energy Consumption for Existing Equipment (BTUs) for the last 12 months	Energy Efficiency Improvement	Total Projected Energy Consumption for Improvement (BTUs) for 12 months after installation	Total Projected Additional Energy Savings (BTUs) over 12 month period	Average Cost Per kWh (\$) - Utility Rate	Total Projected Additional Energy Savings (\$s) over 12 month period
01 - LHS - 215-Ton Water Cooled Chiller	1,694,666,198	Retrocommissioning of Control Systems	1,440,466,268	254,199,930	\$0.0810	\$6,032.87
02 - LHS - 300-Ton Water Cooled Chiller	2,364,650,509	Retrocommissioning of Control Systems	2,009,952,933	354,697,576	\$0.0810	\$8,417.96
03 - LHS - 40-Ton Packaged Unit	433,519,260	Retrocommissioning of Control Systems	368,491,371	65,027,889	\$0.0810	\$1,543.29
04 - LHS - 40-Ton Packaged Unit	433,519,260	Retrocommissioning of Control Systems	368,491,371	65,027,889	\$0.0810	\$1,543.29
05 - GJHS - 140-Ton Water Cooled Chiller	1,277,740,977	Retrocommissioning of Control Systems	1,086,079,830	191,661,147	\$0.0810	\$4,548.65
06 - GJHS - 300-Ton Water Cooled Chiller	2,364,650,509	Retrocommissioning of Control Systems	2,009,952,933	354,697,576	\$0.0810	\$8,417.96
07 - SC - 210-Ton Air-Cooled Chiller	2,275,976,115	Retrocommissioning of Control Systems	1,934,579,698	341,396,417	\$0.0810	\$8,102.29
08 - SFA - 150-Ton Water Cooled Chiller	1,182,325,255	Retrocommissioning of Control Systems	1,004,976,466	177,348,788	\$0.0810	\$4,208.98
09 - SFA - 150-Ton Water Cooled Chiller	1,182,325,255	Retrocommissioning of Control Systems	1,004,976,466	177,348,788	\$0.0810	\$4,208.98
	0	Retrocommissioning of Control Systems	0	0	\$0.0810	\$0.00
	0	Retrocommissioning of Control Systems	0	0	\$0.0810	\$0.00
	0	Retrocommissioning of Control Systems	0	0	\$0.0810	\$0.00
	0	Retrocommissioning of Control Systems	0	0	\$0.0810	\$0.00
14 - HEL - 200-Ton Air-Cooled Chiller	2,167,596,300	Retrocommissioning of Control Systems	1,842,456,855	325,139,445	\$0.0810	\$7,716.47
15 - SHS - 10-Ton Packaged Unit	144,506,420	Retrocommissioning of Control Systems	122,830,457	21,675,963	\$0.0810	\$514.43
16 - SHS - 10-Ton Packaged Unit	144,506,420	Retrocommissioning of Control Systems	122,830,457	21,675,963	\$0.0810	\$514.43
17 - SHS - 10-Ton Packaged Unit	108,379,815	Retrocommissioning of Control Systems	92,122,843	16,256,972	\$0.0810	\$385.82
18 - SHS - 10-Ton Packaged Unit	108,379,815	Retrocommissioning of Control Systems	92,122,843	16,256,972	\$0.0810	\$385.82
19 - SHS - 15-Ton Packaged Unit	162,569,723	Retrocommissioning of Control Systems	138,184,264	24,385,458	\$0.0810	\$578.73
	0	Retrocommissioning of Control Systems	0	0	\$0.0810	\$0.00

Exhibit D

Texas Cool Schools Application Worksheet

Exhibit D

Equipment Description	Total Baseline Energy Consumption for Existing Equipment (BTUs) for the last 12 months	Energy Efficiency Improvement	Total Projected Energy Consumption for Energy Efficiency Improvement (BTUs) for 12 months after installation	Total Projected Additional Energy Savings (BTUs) over 12 month period	Average Cost Per kWh (\$) - Utility Rate	Total Projected Additional Energy Savings (\$s) over 12 month period
	0	Retrocommissioning of Control Systems	0	0	\$0.0810	\$0.00
	0	Retrocommissioning of Control Systems	0	0	\$0.0810	\$0.00
	0	Retrocommissioning of Control Systems	0	0	\$0.0810	\$0.00
	0	Retrocommissioning of Control Systems	0	0	\$0.0810	\$0.00
TOTALS	16,045,311,830		13,638,515,055	2,406,796,774		\$57,119.99

NOTE: The highlighted total above is part of answer to question 4.5.B on scoring sheet

Total Energy Savings as percentage of Total Baseline Energy Consumption

NOTE: The highlighted percentage above is answer to question 4.3 on the scoring sheet

15.00%

Exhibit D

RESOLUTION

We, the undersigned, do hereby certify that the following is a complete, true, and correct copy of a resolution of the Board of Trustees of the Goose Creek Consolidated Independent School District. The resolution was adopted on September 12, 2011 with a quorum being present and set forth in the meeting's minutes.

BE IT RESOLVED, the Goose Creek Consolidated Independent School District intends to apply for a Texas Cool Schools Public Independent School District HVAC Grant and authorizes the execution of the contract with the State Energy Conservation Office, pending a grant award. The procurement vehicle for the project will be TIPS. This project is approved up to the full amount awarded by the grant. No other additional approvals are required for the execution of this project.

We further certify that the following persons are officers of the said school district and affix the seal of the Goose Creek Consolidated Independent School District, the 12th day of September, 2011.

Board President

Board Secretary

SCHOOL BOARD AGENDA ITEM SUMMARY

September 12, 2011

SUBJECT: CONSIDERATION OF CHANGING MULTI-YEAR ADMINISTRATIVE TERM CONTRACTS FROM THREE YEARS TO TWO YEAR TERMS

RECOMMENDED ACTION: Approve a Multi-Year Two Year Administrative Term Contract for all new administrators hired after September 1, 2011.

RATIONALE: Increased accountability within the administrative staff and to replicate other school districts in Region 4.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

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

/jr

Administrative/Professionals Multi-Year Two Year Term Contract
Recommendation

Rationale of Changing Contracts for GCCISD Administrators/Professionals

After investigating the history of the District's current three year multi-term administrator and professional contract, the practice has been part of employee policy for over 25 years. Based on increased accountability by current federal and state mandates, as Superintendent I am recommending to the Board of Trustees that they consider changing our current term contract policy from a three year to a two year term contract for administrators and professionals. Several districts in Region 4, as well as many Texas school districts have changed their administrative and professional term contract policy to meet the changing dynamics of the new federal and state laws and mandates regarding testing, evaluations, staffing, instruction, and future regulations of district ratings.

Legal Bases for Recommendation to Offer Two Year Term Contracts

Based on current GCCISD Board Policy to change to a two year term contract does not violate any current policies. Also, the recommended change would not be in violation of term contract policies governed by Chapter 21, Subchapter E, of the Texas Education Code. Pursuant to Board of Trustees Policy DCB (Legal), before a multi-year term contract is offered, the administrative or professional employee must complete a one year probationary contract. Once the probationary contract has been completed, the number of years a district may offer a term contract may be determined by the Board of Trustees based on a one year contract but not to exceed five school years. (Texas Education Code Chapter 21.205). There is no property interest for a term contract employee beyond its term. (Texas Education Code Chapter 21.204(e)) Pursuant to Board of Trustees Policy DC (Legal), the Board shall establish a policy based on designated positions of employment or positions based on consideration such as the length of service to which term contract may be offered. Texas Education Code Chapter 21.029 (c)

Pursuant to Texas Education Code Chapter 21 Subchapter E also empowers the Board of Trustees to determine the number of years for a term contract offered after the required one year probationary contract is completed.

Therefore, the Board of Trustees based on the aforementioned legal requirements may determine the number of years a term contract can be offered to qualified administrators or professionals.

SCHOOL BOARD AGENDA ITEM SUMMARY

September 12, 2011

SUBJECT: CONSIDERATION OF SUPERINTENDENT'S EXPENDITURES

RECOMMENDED ACTION: Approve the expenditures of the Superintendent as presented.

RATIONALE: The Board of Trustees approves all expenditures of the Superintendent of Schools.

BUDGET PROVISIONS/ACTION REQUIRED: 2010-2011 Budget

RESOURCE PERSONNEL: Dr. Toby York
Board of Trustees



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

TOBY YORK, Ed.D.
SUPERINTENDENT OF SCHOOLS

September 12, 2011

TO: PETE PAPE
FROM: DR. TOBY YORK
SUBJECT: SUPERINTENDENT'S EXPENSES

Attached are the following expenses:

TASA/TASB Legislative Conference – March 29, 2011, Austin, TX.

Hampton Inn Downtown.....	\$131.89 ✓
P.F. Chang's dinner w/Board members.....	\$82.38
Total	\$214.27

PERSONAL REIMBURSEMENT

TASA/TASB Legislative Conference – March 29, 2011, Austin, TX.

Hampton Inn Valet Parking.....	\$23.00 ✓
Total Reimbursement	\$23.00

I have reviewed the above expenditures for the Superintendent of Schools and have determined that all are in compliance with applicable Board and District policies.

Approved Pete D. Pape Date 9-2-2011



200 San Jacinto Blvd. • Austin, TX 78701
 Phone (512) 472-1500 • Fax (512) 472-8900



YORK, TOBY 4544 I10 EAST BAYTOWN, TX 77521 US	name address	room number: 505/KXTD arrival date: 3/29/2011 5:59:00PM departure date: 3/30/2011 adult/child: 1/0 room rate: \$121.00	If the debit/credit card you are using for check-in is attached to a bank or checking account, a hold will be placed on the account for the full anticipated dollar amount to be owed to the hotel, including estimated incidentals, through your date of check-out and such funds will not be released for 72 business hours from the date of check-out or longer at the discretion of your financial institution.
--	-----------------	--	---

Confirmation: 87840961 3/30/2011 PAGE 2	RATE PLAN L-GVS HH# AL BONUS AL CAR Rates subject to applicable sales, occupancy, or other taxes. Please do not leave any money or items of value unattended in your room. A safety deposit box is available for you in the lobby. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of these charges. I have requested weekday delivery of USA TODAY. If refused, a credit of \$0.75 will be applied to my account. In the event of an emergency, I, or someone in my party, require special evacuation due to a physical disability. Please indicate yes by checking here: <input type="checkbox"/> signature:
--	---

date	reference	description	amount	
3/29/2011	1447102	GUEST ROOM EXEMPT	\$121.00	
3/29/2011	1447102	CITY TAX	\$10.89	
		WILL BE SETTLED TO AX *1010 EFFECTIVE BALANCE OF	\$131.89 \$0.00	<i>gq</i>
ESTIMATED CURRENCY TOTAL				

for reservations call **1.800.hampton** or visit us online at **hampton.com** **thanks.**

account no.	date of charge	folio/check no.
card member name	authorization	352224 B initial
establishment no. and location <small>establishment agrees to transmit to card holder for payment</small>	purchases & services	
	taxes	
	tips & misc.	
signature of card member	total amount	0.00
X		



ACCOUNT SUMMARY

Account Number: [REDACTED]
 Previous Balance [REDACTED]
 Payment, Credits [REDACTED]
 Purchases [REDACTED]
 Interest Charged [REDACTED]
 New Balance [REDACTED]
 Opening/Closing Date 03/26/11 - 04/25/11
 Credit Access Line [REDACTED]
 Available Credit [REDACTED]
 Cash Access Line [REDACTED]
 Available for Cash [REDACTED]

PAYMENT INFORMATION

New Balance [REDACTED]
 Payment Due Date 05/22/11
 Minimum Payment Due [REDACTED]

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00 and your APR's will be subject to increase to a maximum Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	8 years	\$2,628
\$56	3 years	\$2,006 (Savings=\$622)

If you would like information about credit counseling services, call 1-866-797-2885.

Sweet Pay 5-11-11

Dr. York's personal credit card

SOUTHWEST AIRLINES RAPID REWARDS CARD SUMMARY

Reward Points Earned for Purchases 1,636
 Double Points for Southwest Purchases 20
 Double Points for Southwest Partner Purchases 23
 Points Sent to Southwest 1,679

The All-New Rapid Rewards gives Members more ways to redeem and more opportunities to fly Free*. No blackout dates, and points don't expire as long as you have partner or flight activity every 24 months. Learn more at southwest.com or call Southwest at 1 800 I FLY SWA.

Now earn Free Flights* and more with the All-New Rapid Rewards program. Use your Credit Card to pay all of your household bills like utilities, cable, insurance, and telephone, and watch the points add up! Add an authorized user and earn points for all of their purchases too. Go to southwest.com and redeem points for exclusive Cardmember-only benefits like international travel, hotel stays, car rentals, & more. *Travel is subject to the government-imposed September 11th Security Fee of up to \$10 per roundtrip.

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
PAYMENTS AND OTHER CREDITS		
04/18	Payment - Thank You	-3,515.36
PURCHASES		
03/25	LUPE TORTILLAS # 7 SHENANDOAH TX	77.93
03/28	HEB #264 CLEBURNE TX	106.51
03/28	CHEVRON 00356051 BUFFALO TX	62.30
03/29	COMCAST OF HOUSTON 713-341-1000 TX	48.89
03/31	HAMPTON INN HOTELS AUSTIN TX	23.00
04/02	SCHLOTZSKY'S 932 CONROE TX	18.73
04/01	DIAMOND 732 SHAMROCK CLEBURNE TX	31.45
04/03	SPRINT *WIRELESS 800-639-6111 CO	59.70
04/03	BROADVIEW SECURITY 800-445-0872 TX	40.74
04/01	CSG NATIONWIDE GUARDIAN 877-5722009 OK	27.01

11

11

Legislative Conference
Legislators visits

3-29-11 -

3-30-11

Thank you for dining with
P.F. Chang's China Bistro.
#9400

512-457-8300

Server: Elizabeth 03/29/2011
Table 12/1 7:31 PM
Guests: 0

#40041

Lemon Pepper Shrimp	14.95
Dolong Sea Bass	22.50
Crispy Honey Shrimp	15.50
Iced Tea (3 @2.50)	7.50
Spring Rolls (4)	5.95

Survey Code:

180 443 090 090 215

Subtotal	66.40
Tax	5.48
Total	71.88
Balance Due	71.88

If a 15 Digit Survey Code
is printed above, we cordially
invite you to participate
in our survey at
www.pfchangs.com/survey
Thank you!

\$10.50 / plus TIP / 82.38 ✓
Total RP
(Credit card
statement
shows 82.38)
attached



Prepared For
TOBY YORK
GOOSE CREEK CISD

Account Number
XXXX-XXXXX9-81002

Closing Date
03/30/11

Page 3 of 3

Activity Continued

002 002 01246 10-489A2D
 0 1 4 0 77522 000

Card Number XXXX-XXXXX9-81010				Reference Code	Amount \$
03/05/11	SIRIUSXM.COM REF# T1,338BC4E, SAT RADIO	800-XMRADIO 03/05/11	NY		15.36
03/08/11	TEXAS ASSN SCHOOL BO AUSTIN REF# 0222292142 800-580-8272 BUSINESS SERVI ROC NUMBER 0222292142	03/08/11	TX	02222921420	✓ 12,378.72
03/09/11	ONSTAR SUBSCRIPTION 888-4ONSTAR REF# 10000023617 ONLINE SVCS	03/09/11	MI	10000023617	31.28
03/15/11	JIFFY LUBE #833 833 BAYTOWN REF# 0003049 281-837-8780 AUTO SERVICES ROC NUMBER 0003049	03/15/11	TX	00030490000	✓ 48.36
03/15/11	HALLMARK CAR WASH AN BAYTOWN REF# 25 CAR WASH	03/15/11	TX	25000000000	✓ 6.50
03/23/11	AMAZON.COM AMZN.COM/BILL REF# HVJPD004WY3 MERCHANDISE	03/23/11	WA		✓ 419.40
03/29/11	PF CHANG'S #9400 306 AUSTIN REF# 663000122 1111111111	03/29/11	TX	66300012200	✓ 82.38 <i>PP</i>
Total for TOBY YORK				New Charges/Other Debits Payments/Other Credits	12,982.00 0.00

(000) 03154 10489A2D 01246

SCHOOL BOARD AGENDA ITEM SUMMARY

September 12, 2011

SUBJECT: CONSIDERATION OF BUDGET AMENDMENT

RECOMMENDED ACTION: Approve Amendment No. 1 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 2011-2012 Budget

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Pape

BUDGET AMENDMENT

Amendment No. 1
General Fund
Fund No. 199
Local Maintenance Fund

APPROPRIATIONS (DECREASE)

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-11-6399-00-999-2-11-981	Above Allocations Requests	\$ 485,000	\$ (250,000)	\$ 235,000
199-11-6399-00-999-2-11-982	Special Projects	485,000	(248,557)	236,443
	TOTAL	<u>\$ 970,000</u>	<u>\$ (498,557)</u>	<u>\$ 471,443</u>

APPROPRIATIONS INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-53-6249-00-738-2-99-000	Contracted Maintenance & Repair	\$ -	\$ 253,466	\$ 253,466
199-53-6299-00-738-2-99-000	Contracted Service	-	49,569	49,569
199-53-6311-00-738-2-99-000	Fuel	-	1,200	1,200
199-53-6396-00-738-2-99-000	Computer Equipment	-	8,164	8,164
199-53-6399-00-738-2-99-000	Supplies	-	3,298	3,298
199-53-6249-00-739-2-99-000	Contracted Maintenance & Repair	-	129,496	129,496
199-53-6396-00-739-2-99-000	Computer Equipment	-	41,599	41,599
199-53-6411-00-739-2-99-000	Travel	-	3,780	3,780
199-53-6649-00-739-2-99-000	Capital Outlay	-	7,985	7,985
	TOTAL	<u>\$ -</u>	<u>\$ 498,557</u>	<u>\$ 498,557</u>

This amendment to redistribute appropriations between functions is requested by Pete Pape, Chief Financial Officer, to adjust for some accounts being left out of the 2011-12 adopted budget.

Pete Pape, CFO
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

September 12, 2011

SUBJECT: **CONSIDERATION OF THE CORRECTION DEED WITH ST. MARKS UNITED METHODIST CHURCH FOR THE PURCHASE OF PROPERTY LOCATED AT 7919 BAYWAY DRIVE**

RECOMMENDED ACTION: Approve the Correction Deed with St. Marks United Methodist Church.

RATIONALE: Correct the deed with St. Marks United Methodist Church for the Purchase

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Barbara Sultis
 Dr. Byron Terrier
 Mr. Pete Côté
 Mr. Rick Peebles

CORRECTION DEED

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THAT THE UNDERSIGNED, **JERE JOHNSON, President of the Board of Trustees of ST. MARK'S UNITED METHODIST CHURCH**, of the County of Harris in the State of Texas, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto **GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, of the County of Harris in the State of Texas, hereinafter referred to as the "Grantee," whether one or more, the real property described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL INTENTS AND PURPOSES.

This conveyance, however, is made and accepted subject to any and all validly existing restrictions, encumbrances, easements and conditions, if any, relating to the hereinabove-described property as now reflected by the records of the County Clerk of HARRIS County, Texas.

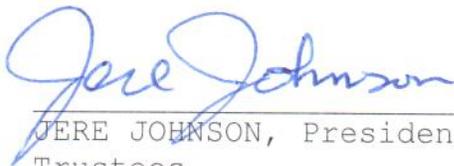
Grantor hereby reserves all of the oil, gas and other minerals in, on or under, or that may be produced on or from the above described premises for the purpose of developing said minerals. Grantor further covenants and agrees that he will not execute any oil, gas or other mineral leases in the future that will permit any drilling or production operations or structures anywhere on the subject property. Exploration, drilling or

production of oil, gas or other minerals will be completed by pooling, unitization, off set drilling or slant hole drilling which is permitted by and/or through such tract of land with the bottom hole being below the surface of this tract or any other tract of land. Grantor expressly waives any rights of ingress and/or egress to or from the surface of the subject property for the purpose of production of said oil, gas and other minerals or for any other purpose, and further waives the right to use the surface for any purpose whatsoever.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

This Deed is given to correct the Deed originally filed at Clerk's File No. 20100044582 of the Real Property Records of Harris County, Texas, to reserve all of the oil, gas and other minerals in, on or under, or that may be produced on or from the above described premises, to the Grantor herein.

EXECUTED, this the 29th day of June, A.D. 2011.


JERE JOHNSON, President of the Board of
Trustees

Grantee herein joins in the execution of this Deed to evidence their acceptance of the conveyance and the correction of the mineral reservation to Grantor.

GOOSE CREEK CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

STATE OF TEXAS X
 X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared JERE JOHNSON, President of the Board of Trustees of ST. MARK'S UNITED METHODIST CHURCH, known to me/proved to me through Driver's License, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on behalf of said Church and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29 day of June, A.D. 2011.

Deborah Burnham
Notary Public, State of Texas



STATE OF TEXAS X
 X
COUNTY OF HARRIS X

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared _____, _____ of GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, known to me/proved to me through Driver's License, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, on behalf of said school district and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, A.D. 2011.

Notary Public, State of Texas

GF#0920116011-12/ds
Grantee(s) Mailing Address:

P.O. Box 30
Baytown, Texas 77522



mineral resv.

TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - IMPROVED PROPERTY

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

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

Seller: St. Marks United Methodist Church
Address: 3811 N. Main, Baytown, TX 77521
Phone: (281) 427-7335 Fax: _____
E-mail: _____

Buyer: Goose Creek Consolidated Independent School District
Address: 4544 I -10 East, Baytown, TX 77521
Phone: (281) 420-4800 Fax: _____
E-mail: _____

2. PROPERTY:

A. "Property" means that real property situated in Harris County, Texas at 7915 Bayway Drive, Baytown, TX 77520 (address) and that is legally described on the attached Exhibit _____ or as follows: Tract 2N, Abstrac6t 44, N Lynch, City of Baytown, Harris County, TX.

See attached Exhibit "a"

- B. Seller will sell and convey the Property together with:
- (1) all buildings, improvements, and fixtures;
 - (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
 - (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
 - (4) Seller's interest in all licenses and permits related to the Property;
 - (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
 - (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
 - (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____

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

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

A. Cash portion payable by Buyer at closing \$ 500,000.00
B. Sum of all financing described in Paragraph 4 \$ _____
C. Sales price (sum of 3A and 3B) \$ 500,000.00

(TAR-1801) 10-18-05 Initialed for Identification by Buyer [Signature] and Seller [Signature] Page 1 of 13

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

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

5. EARNEST MONEY:

- A. Not later than 3 days after the effective date, Buyer must deposit \$ 5,000.00 as earnest money with Stewart Title (escrow agent) at 1300 Rollingbrook, Baytown, TX 77521 (address). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract by providing written notice to Buyer before Buyer deposits the earnest money and may exercise Seller's remedies under Paragraph 15.
- B. Buyer will deposit an additional amount of \$ n/a with the escrow agent to be made part of the earnest money on or before:
 - (i) n/a days after Buyer's right to terminate under Paragraph 7B expires; or
 - (ii) n/a
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the escrow agent to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

- A. Title Policy:
 - (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by Stewart Title (title company) in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
 - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
 - (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
 - (a) will not be amended or deleted from the title policy.
 - (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.
 - (3) Buyer may object to any restrictive covenants on the Property within the time required under Paragraph 6D.
 - (4) Within 30 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

(TAR-1801) 10-18-05 Initialed for Identification by Buyer JH, _____ and Seller JMA, _____ Page 2 of 13

B. Survey: Within 30 days after the effective date:

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

C. UCC Search:

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

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

- (1) Within 30 days after Buyer receives the commitment, copies of the documents evidencing title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. **PROPERTY CONDITION:**

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

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

(1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 300.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the escrow agent. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to timely deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

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

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

~~(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.~~

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D. Property Information:

(1) Delivery of Property Information: Within 16 days after the effective date, Seller will deliver to Buyer:

- (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- (b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;

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

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

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

8. LEASES:

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

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

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

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

9. BROKERS:

A. The brokers to this sale are:

<u>Linda E. Krisher</u> Cooperating Broker	<u>0451559</u> License No.	<u>Claire Sinclair Properties</u> Principal Broker	License No.
<u>1000 Massey Tompkins</u> Address		<u>2901 W. Baker Rd.</u> Address	
<u>Baytown, TX 77521</u>		<u>Baytown, Tx 77521</u>	
<u>(281) 427-5444</u> Phone	<u>(281) 837-8373</u> Fax	<u>(281) 424-0333</u> Phone	Fax
E-mail: <u>linda@krishermckay.com</u>		E-mail: <u>claire@clairesinclair.com</u>	

Cooperating Broker represents buyer.

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

B. Fees: (Check only one box.)

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

Cooperating Broker a total cash fee of:	Principal Broker a total cash fee of:
<input checked="" type="checkbox"/> <u>-0-</u> % of the sales price.	<input checked="" type="checkbox"/> <u>2.500</u> % of the sales price.
<input type="checkbox"/> <u>n/a</u>	<input type="checkbox"/> <u>n/a</u>

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

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

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

10. CLOSING:

A. The closing of the sale will be on or before January 31, 2010

or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (the closing date).

(TAR-1801) 10-18-05

Initialed for Identification by Buyer Jy, and Seller [Signature]

Page 6 of 13

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

12. SPECIAL PROVISIONS: *(Identify exhibit if special provisions are contained in an attachment.)*
Seller to retain mineral rights.

13. SALES EXPENSES:

- A. Seller's Expenses: Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed and any bill of sale;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
 - (2) preparation fees of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee; and
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

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

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

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

15. DEFAULT:

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



16. CASUALTY LOSS AND CONDEMNATION:

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

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

18. ESCROW:

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

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

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

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

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

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

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

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22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns.
- B. This contract is to be construed in accordance with the laws of the State of Texas.
with exclusive venue in Harris County
- C. This contract contains the entire agreement of the parties and may not be changed except in writing.
- D. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- E. Addenda which are part of this contract are: *(Check all that apply.)*
 - (1) Property Description Exhibit identified in Paragraph 2;
 - (2) Commercial Contract Condominium Addendum;
 - (3) Commercial Contract Financing Addendum;
 - (4) Commercial Property Condition Statement;
 - (5) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards;
 - (6) Notice to Purchaser of Real Property in a Water District (MUD);
 - (7) Addendum for Coastal Area Property;
 - (8) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway; and
 - (9) n/a

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

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

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

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

25. ADDITIONAL NOTICES:

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

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

(TAR-1801) 10-18-05 Initialed for Identification by Buyer JY , and Seller JY , Page 12 of 13

Commercial Contract - Improved Property concerning 7915 Bayway Drive, Baytown, TX 77520

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

Buyer: Goose Creek CISD Seller: St. Marks United Methodist

By: *Toby York* By: _____

Printed Name: Toby York Printed Name: Jere Johnson

Title: Superintendent Title: Trustee

Buyer: _____ Seller: _____

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

AGREEMENT BETWEEN BROKERS

Principal Broker agrees to pay Krisher Mckay, Inc, Realtors (Cooperating Broker) a fee of \$ _____ or 0.000 % of the sales price when the Principal Broker's fee is received. Escrow agent is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Linda E. Krisher Claire Sinclair Properties
Cooperating Broker Principal Broker

By: *Linda E. Krisher* By: _____

ATTORNEYS

Buyer's attorney is: Seller's attorney is:
Name: Mr. Richard A. Peebles Name: _____

Address: 4001 Garth Rd, Suite 107 Address: _____
Baytown, TX 77521

Phone & Fax: 281-427-7000 281-427-2685 Phone & Fax: _____

E-mail: talbot@richardapeebles.com E-mail: _____

Buyer's attorney requests copies of documents, notices, and other information:
 the title company sends to Buyer.
 Seller sends to Buyer.

Seller's attorney requests copies of documents, notices, and other information:
 the title company sends to Seller.
 Buyer sends to Seller.

ESCROW RECEIPT

Escrow agent acknowledges receipt of:
 A. the contract on this day 12-30-09 (effective date);
 B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Escrow Agent: Stewart Title Address: 1300 Rollingbrook

By: _____ Address: Baytown, TX 77521

E-mail: _____



ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW

CONCERNING THE PROPERTY AT 7915 Bayway Baytown, TX 77520 (Street Address and City)

A. LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

- 1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
(a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain):
(b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
(a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents):
(b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

- 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):

- 1. Buyer has received copies of all information listed above.
2. Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer: [Signature] 12-17-09 Date
Seller: [Signature] 12/30/09 Date
Buyer: [Signature] 12/1/09 Date
Other Broker: Linda Krisher Date
Listing Broker: Claire Sinclair Date

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (http://www.trec.state.tx.us)



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL PROPERTY CONDITION STATEMENT

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

CONCERNING THE PROPERTY AT: 7915 Bayway Drive, Baytown, TX

THIS IS A DISCLOSURE OF THE SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED. IT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES A BUYER OR TENANT MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT. *St. Mark's has owned this property since 1968 and has never occupied the property.*
PART I - Complete if Property is Improved or Unimproved

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

(TAR-1408) 10-18-05

Initialed by Buyer or Tenant: *LK* and Seller: *JK*

Page 1 of 4

Krisher-McKay, Inc., REALTORS 3015 Wilshire Ln Baytown, TX 77521
 Phone: 281.420.5566

Fax: . Linda Krisher

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

GCCISD

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

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

B. Are you (Seller) aware of:

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

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

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

Seller: Jess M. Johnson, Trustee Date: 12/01/09

Seller: _____ Date: _____

The undersigned acknowledges receipt of the foregoing statement.

Buyer or Tenant: Joly Gou Date: 12-17-09

Buyer or Tenant: _____ Date: _____

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

EXHIBIT "A"

under file No. 1875792, dated January 27, 1958.

Note: The field notes on this tract include and supersede the field notes on 1.80 acre tract dated July 1952, and 2.41 acre tract dated March 1957.

Being 4.82 acre tract of land out of "Lakewood" in the Nathaniel Lynch League, Abstract No. 44 of Harris County, Texas, and described by metes and bounds as follows, to-wit:

BEGINNING at a point in the West line of Bayway Drive (Market Street Road) which point is the Southeast corner of the John M. Kilgore, Trustee, tract, (formerly Garrett) out of the Nathaniel Lynch League; which point is also the Northeast corner of a tract known as the L. G. Sanders, Trustee, tract (formerly Caldwell);

THENCE from said beginning point by metes and bounds as follows: South 73° - 01' West with the South line of said Kilgore Tract and North line of said Sanders tract 500' to iron rod for corner;

THENCE North 0° - 19' West - 506.21 feet to the P.C. of a curve to the right;

THENCE along said curve to the right with radius of 35 feet, a distance of 44.95 feet to the P.T. of said curve;

THENCE North 73° - 01' East 323.91 feet to a stake for corner;

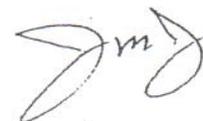
THENCE South 0° - 19' East 313.12 feet to a stake for corner;

THENCE North 73° - 01' East 150 feet to a stake in the West Right-of-way line of Bayway Drive (Market Street Road);

THENCE South 0° - 19' East with the West Right-of-way line of Bayway Drive (Market Street Road) 219.18 feet to the place of beginning.

The area included within the above metes and bounds is 4.82 acres, more or less, and being the same land described in the Deed recorded in Vol. 3483 at page 617 of the Deed Records of Harris County, Texas, under file No. 1875792, dated January 27, 1958.

Note: The field notes on this tract include and supersede the field notes on 1.80 acre tract dated July 1952, and 2.41 acre tract dated March 1957.



SCHOOL BOARD AGENDA ITEM SUMMARY

September 12, 2011

SUBJECT: CONSIDERATION OF PERSONNEL ACTION

RECOMMENDED ACTION: Approve five (5) elections subject to assignment;
approve two (2) resignations.

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

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier

/jr

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Office of the Superintendent

Baytown, Texas

September 12, 2011

ELECTIONS

1. **Victoria Garcia**, teacher, assigned to Carver Elementary School.

A. High School Attended	Galena Park High School
B. Degree Conferred	BS – UHCL
C. Hours in Teaching Areas	Elementary – 56
D. Grades	Good
E. Experience	None
F. Certification	Standard Generalist EC-6
G. Interviewers	S. Moore-Fontenot, R. de Leon

2. **Tara Hazelwood**, teacher, assigned to Ross S. Sterling High School.

A. High School Attended	Barbers Hill High School
B. Degree Conferred	BS – Texas A&M
C. Hours in Teaching Areas	Math – 48; Science – 24
D. Grades	Good
E. Experience	None
F. Certification	Standard Math/Science 4-8
G. Interviewers	Dr. B. Cannariato, Dr. D. Beck

3. **Rachel Holmes**, teacher, assigned to Alamo Elementary School.

A. High School Attended	Ross S. Sterling High School
B. Degree Conferred	BS – SFASU
C. Hours in Teaching Areas	Elementary – 56
D. Grades	Good
E. Experience	None
F. Certification	Standard Generalist EC-6
G. Interviewers	S. Moore-Fontenot, Dr. R. Wyatt

4. **Ginger Mashburn**, teacher, assigned to Crockett Elementary School.

A. High School Attended	Ross S. Sterling High School
B. Degree Conferred	BA – UHCL
C. Hours in Teaching Areas	Elementary – 36; History – 24
D. Grades	Good
E. Experience	13 years
F. Certification	Provisional Elementary, History 1-8
G. Interviewers	S. Moore-Fontenot, S. Griffin

5. **Sonia Ramirez**, teacher, assigned to Ashbel Smith Elementary School.

A. High School Attended	Ross S. Sterling High School
B. Degrees Conferred	BA and MS – UHCL
C. Hours in Teaching Areas	Elementary – 24; Bilingual – 36
D. Grades	Good
E. Experience	8 years
F. Certification	Provisional Elementary Bilingual/ESL 1-8
G. Interviewers	S. Moore-Fontenot, P. Musick

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

September 12, 2011

RESIGNATIONS

1. **Luis Alcalá**, bilingual itinerant teacher at Special Education, resigned effective September 2, 2011. Mr. Alcalá resigned for personal reasons.
2. **Lindy Douglas**, deaf education teacher at Ashbel Smith Elementary School, resigned effective May 23, 2011. Ms. Douglas accepted a position in the private sector.

SCHOOL BOARD AGENDA ITEM SUMMARY

September 12, 2011

SUBJECT: **CONSIDERATION OF ADMINISTRATIVE PERSONNEL**

RECOMMENDED ACTION: Approve Speech Language Pathologist.

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

September 12, 2011

ELECTION

Sharron Seamon, as Speech Language Pathologist.

- | | |
|----------------------|---|
| A. Degrees Conferred | Bachelor of Science and Master of Art
University of Houston |
| B. Certification | Speech Pathologist Licensure |
| C. Experience | 3 years – SLP, Galena Park ISD
7 years – SLP, Fairfield County School District
South Carolina
7 years – SLP, Kershaw County School District
South Carolina
1 year – SLP, Lee County School District
South Carolina
4 years – SLP, Private Sector |
| D. Interviewers | Dr. Byron Terrier, Kari Arnold, Sarah Chase,
Candace Dotson, Loukisha Paige |