



# GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**DATE, TIME, LOCATION: MONDAY, DECEMBER 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 - De Zavala Elementary School 3
3. PUBLIC HEARING - The Board Will Hold a Public Hearing at 6:30 p.m., on December 12, 2011, on the Academic Excellence Indicator System (AEIS) Annual Report 4
4. RECOGNITIONS AND ACKNOWLEDGEMENTS 33
  - A. Goose Creek CISD Resolution In Memory of Coach Robert L. Strayhan 34
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    2. Senate Bill 1489 - Judge Don Coffey, Harris County Justice of the Peace for Precinct 3, Place 2
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  - B. Consideration of Foreign Trade Zone Agreement with AmeriPort, LLC 51
  - C. Consideration of First Reading of Revised Board Policy CDA (Local); Other Revenues; Investments 57
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1. Future Board Agenda Items	
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1. Discussion of Personnel - Accept Resignation	
a. Accept Resignation	
b. Superintendent's Evaluation	
2. Consultation with Attorney	
Regarding Pending Litigation or a Settlement Offer on Matters or a Matter in Which the Duty of the Attorney of the Governmental Body Under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Conflicts with the Texas Open Meetings Act; 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	
I. Consideration of Personnel - Accept Resignation	95
9. ADJOURNMENT	

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

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



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

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

DEPUTY SUPERINTENDENT  
ADMINISTRATIVE SERVICES

December 12, 2011

TO: Dr. Toby York  
FROM: Dr. Byron Terrier  
SUBJECT: Opening Exercises for December 12, 2011, Board Meeting

The opening exercises for the December 12, 2011, Board Meeting will be given by students from DeZavala Elementary School.

The pledges will be led by Chris Roth and Kyleigh Motley.

The following fourth and fifth grade students will be performing 50's style "Rocking Around The Christmas Tree."

Luke Hebert  
Jackson May  
Wesley Lawhon  
Ramon Gomez  
Chris Roth  
Kiana Morris  
Haley Hallman  
Katherine Talent  
Victoria Alvarez  
Kyleigh Motley

The students are under the direction of principal, Dr. Precious Reimonenq and music teacher, Ms. Amber Whitten.

/ck



**GOOSE CREEK**

CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

*A Recognized School District*

**2011**

# **Academic Excellence Indicator System**

**Presentation to the Board of Trustees  
December 12, 2011**

**Presented by:**

**Diana Cox**

**Executive Director of Curriculum and Instruction**

**Dr. Byron Terrier**

**Deputy Superintendent of Administrative Services**

**Pete Pape**

**Chief Financial Officer**

# What is the AEIS report?

- The Academic Excellence Indicator System report describes the educational performance of a District and each campus in the District.
- It is intended to inform the public about the educational performance of the District and of each campus in relation to the district, the state, and a comparable group of schools.

The AEIS report is available at  
[www.tea.state.tx.us/perfreport/aeis/2011](http://www.tea.state.tx.us/perfreport/aeis/2011)  
and is available on the  
GCCISD website.

# What information can be found in the AEIS report?

- ⦿ Guidelines
- ⦿ Glossary
- ⦿ State Report
- ⦿ District Report
- ⦿ Campus Reports
- ⦿ Comparative Improvement Report
- ⦿ Class of 2010-11 TSI Performance

## Requirements for Each Rating Category 2010-11

	<b>Academically Acceptable</b>	<b>Recognized</b>	<b>Exemplary</b>
<b>Base Indicators</b>			
<b>TAKS (2010-11)</b> (including TAKS (Acc), -Alt, and -M) All Students and each student group meeting minimum size: <ul style="list-style-type: none"> <li>• African American</li> <li>• Hispanic</li> <li>• White</li> <li>• Econ. Disadvantaged</li> </ul>	Meets each standard: <ul style="list-style-type: none"> <li>• Reading/ELA..... 70%</li> <li>• Writing..... 70%</li> <li>• Social Studies ..... 70%</li> <li>• Mathematics..... 65%</li> <li>• Science ..... 60%</li> </ul> OR Meets Required Improvement	Meets 80% standard for each subject OR Meets 75% floor and Required Improvement	Meets 90% standard for each subject
<b>ELL Progress Indicator (2010-11)</b> TELPAS or TAKS All ELL Students $\geq$ 30	N/A	60% at or above criteria OR Meets Required Improvement	60% at or above criteria OR Meets Required Improvement
<b>Commended Performance (2010-11)</b> (including all TAKS) if meets minimum size: <ul style="list-style-type: none"> <li>• All Students and</li> <li>• Econ. Disadvantaged</li> </ul>	N/A	Meets 15% standard for Reading/ELA and Mathematics	Meets 25% standard for Reading/ELA and Mathematics
<b>Completion Rate I (Class of 2010)</b> if meets minimum size: <ul style="list-style-type: none"> <li>• All Students</li> <li>• African American</li> <li>• Hispanic</li> <li>• White</li> <li>• Econ. Disadvantaged</li> </ul>	Meets 75.0% standard OR Meets Required Improvement	Meets 85.0% standard OR Meets floor of 75.0% and Required Improvement	Meets 95.0% standard
<b>Annual Dropout Rate (2009-10)</b> if meets minimum size <ul style="list-style-type: none"> <li>• All Students</li> <li>• African American</li> <li>• Hispanic</li> <li>• White</li> <li>• Econ. Disadvantaged</li> </ul>	Meets 1.6% standard OR Meets Required Improvement	Meets 1.6% standard OR Meets Required Improvement	Meets 1.6% standard OR Meets Required Improvement

# ***2010-11 Academic Excellence Indicator System***

***District Name: GOOSE CREEK CISD***

***District #: 101911***

***2011 Accountability Rating: Academically Acceptable***

***PBM Special Education Monitoring Results Status:***

***Completed: Routine Follow-up***

***Gold Performance Acknowledgments:***

***Recommended High School Program (Class of 2010)***

***Commended on Social Studies***

# State Accountability Ratings

## Exemplary – 3 Campuses

Austin Elementary

Crockett Elementary

Impact Early College HS

## Recognized – 8 Campuses

Cedar Bayou Jr.

Highlands Elementary

Lamar Elementary

DeZavala Elementary

Highlands Jr.

San Jacinto Elementary

Harlem Elementary

Hopper Primary

## Academically Acceptable – 11 Campus

Alamo Elementary

Gentry Jr.

Sterling High School

Ashbel Smith Elementary

GC Memorial HS

Travis Elementary

Baytown Jr.

Horace Mann Jr.

Victoria Walker Elementary

Carver Elementary

P.E. Hyland Center

## Academically Unacceptable – 2 Campuses

Bowie Elementary

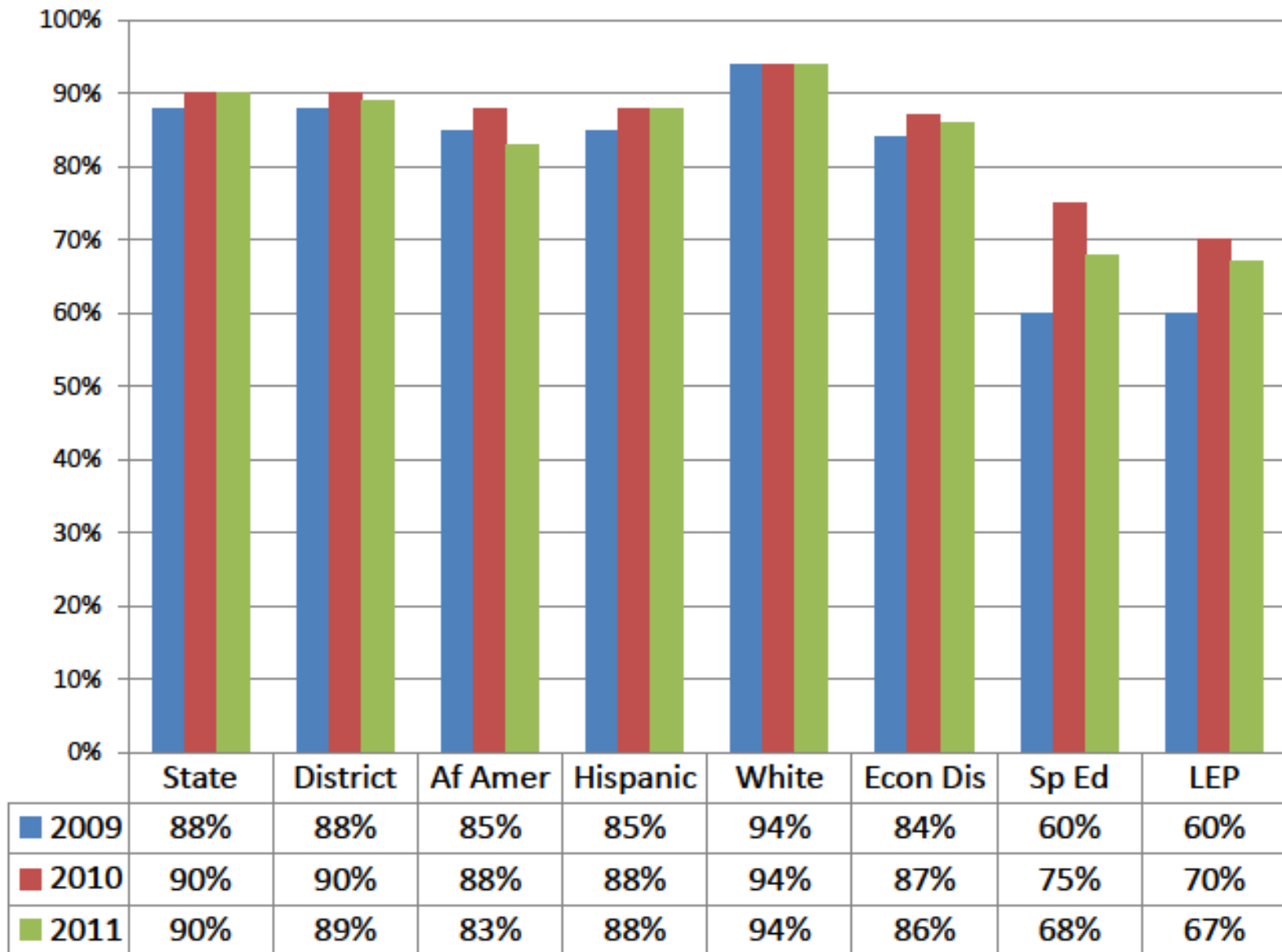
Lee High School

# TAKS Performance

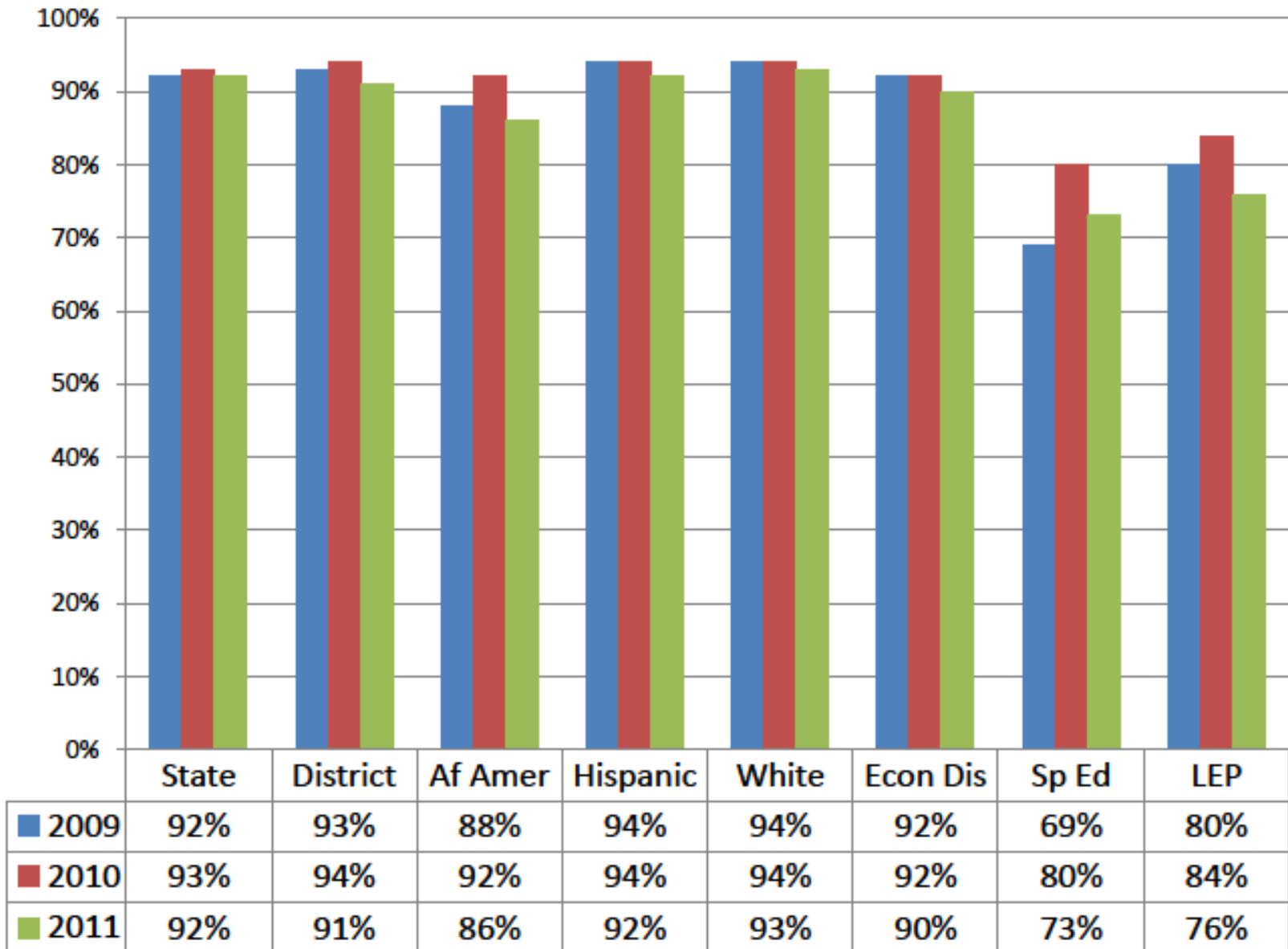
## All Grades

- Reading/ELA
- Writing
- Math
- Science
- Social Studies

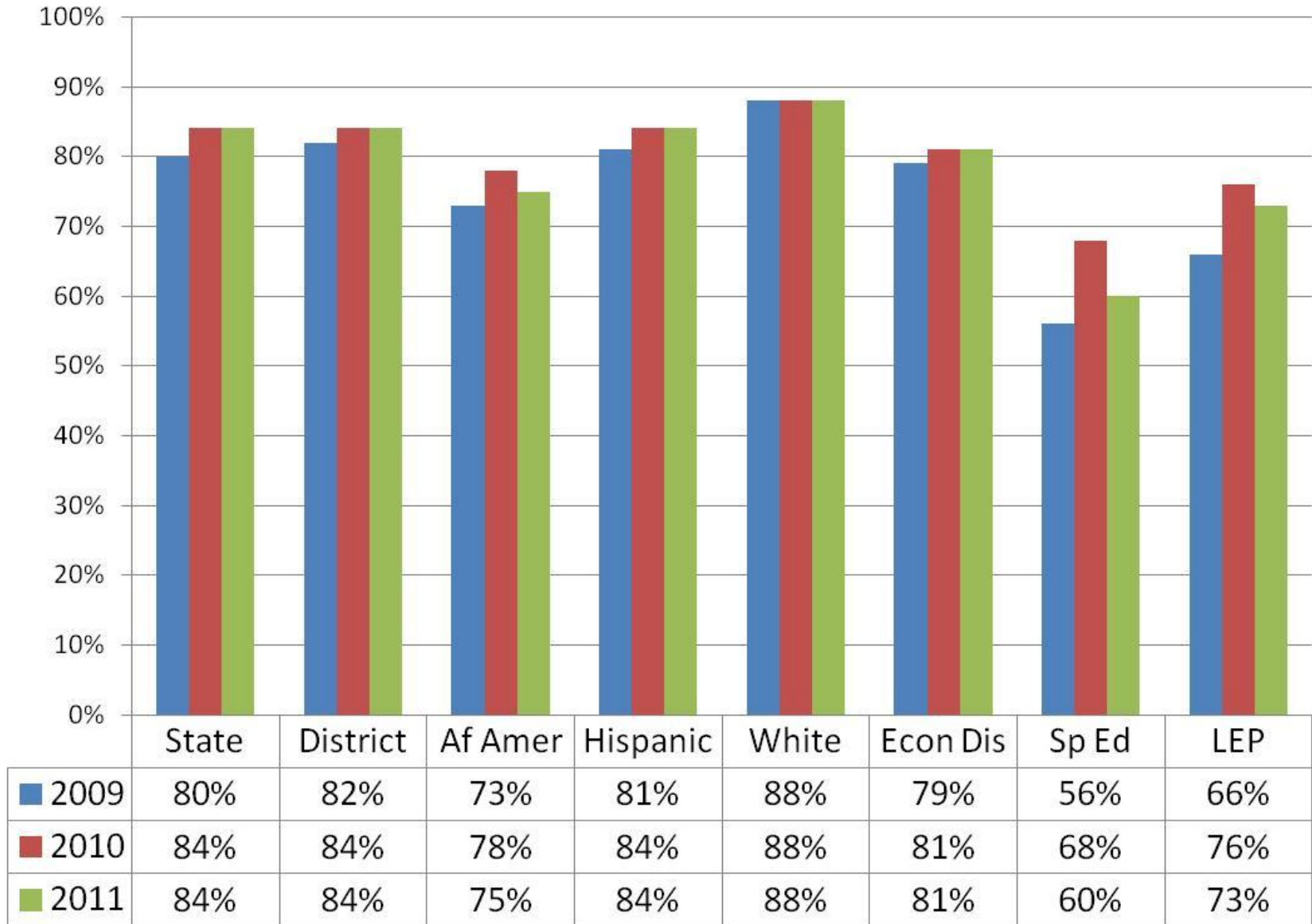
# Reading/ELA



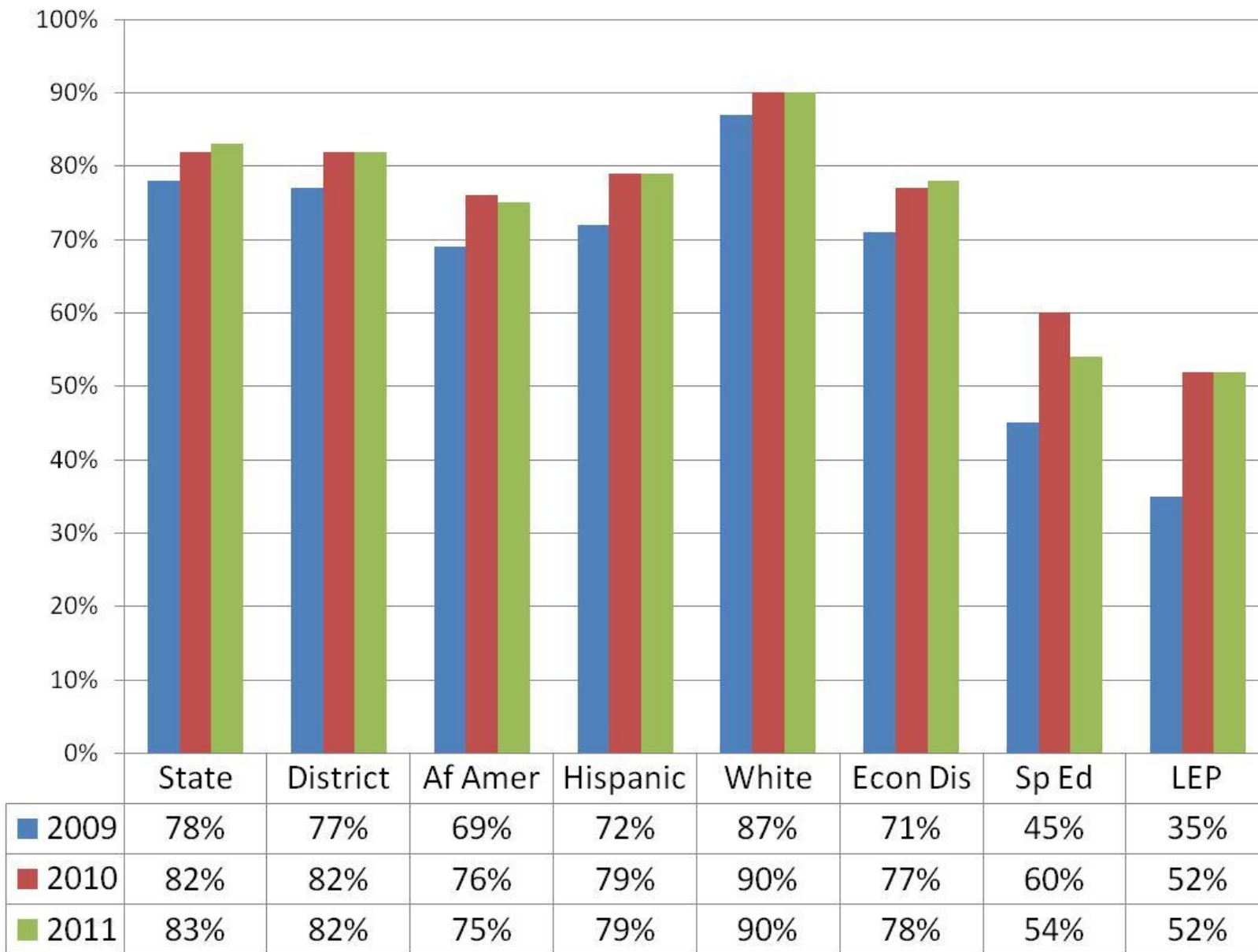
# Writing



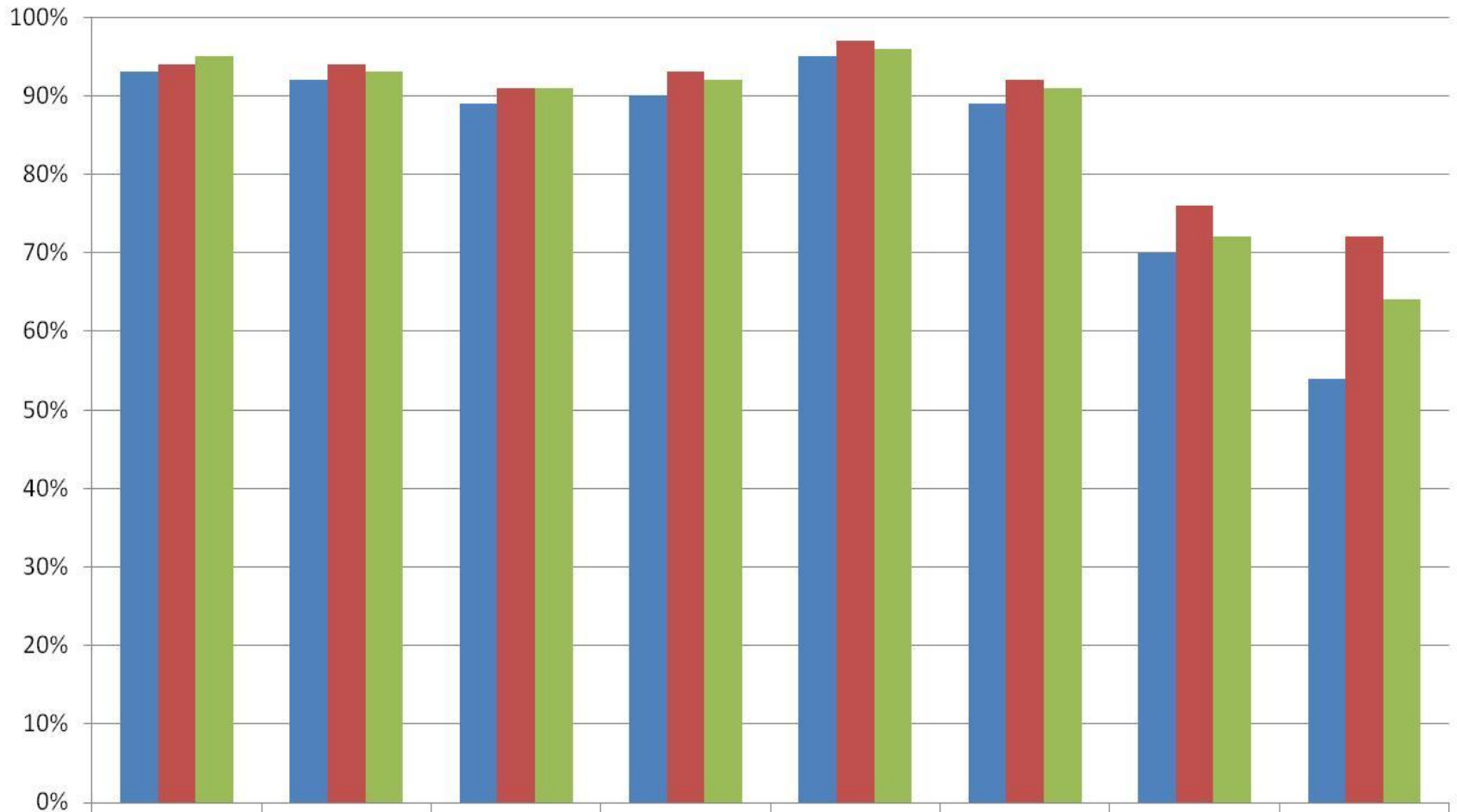
# Math



# Science



# Social Studies



	State	District	Af Amer	Hispanic	White	Econ Dis	Sp Ed	LEP
2009	93%	92%	89%	90%	95%	89%	70%	54%
2010	94%	94%	91%	93%	97%	92%	76%	72%
2011	95%	93%	91%	92%	96%	91%	72%	64%

## Average SAT/ACT Scores

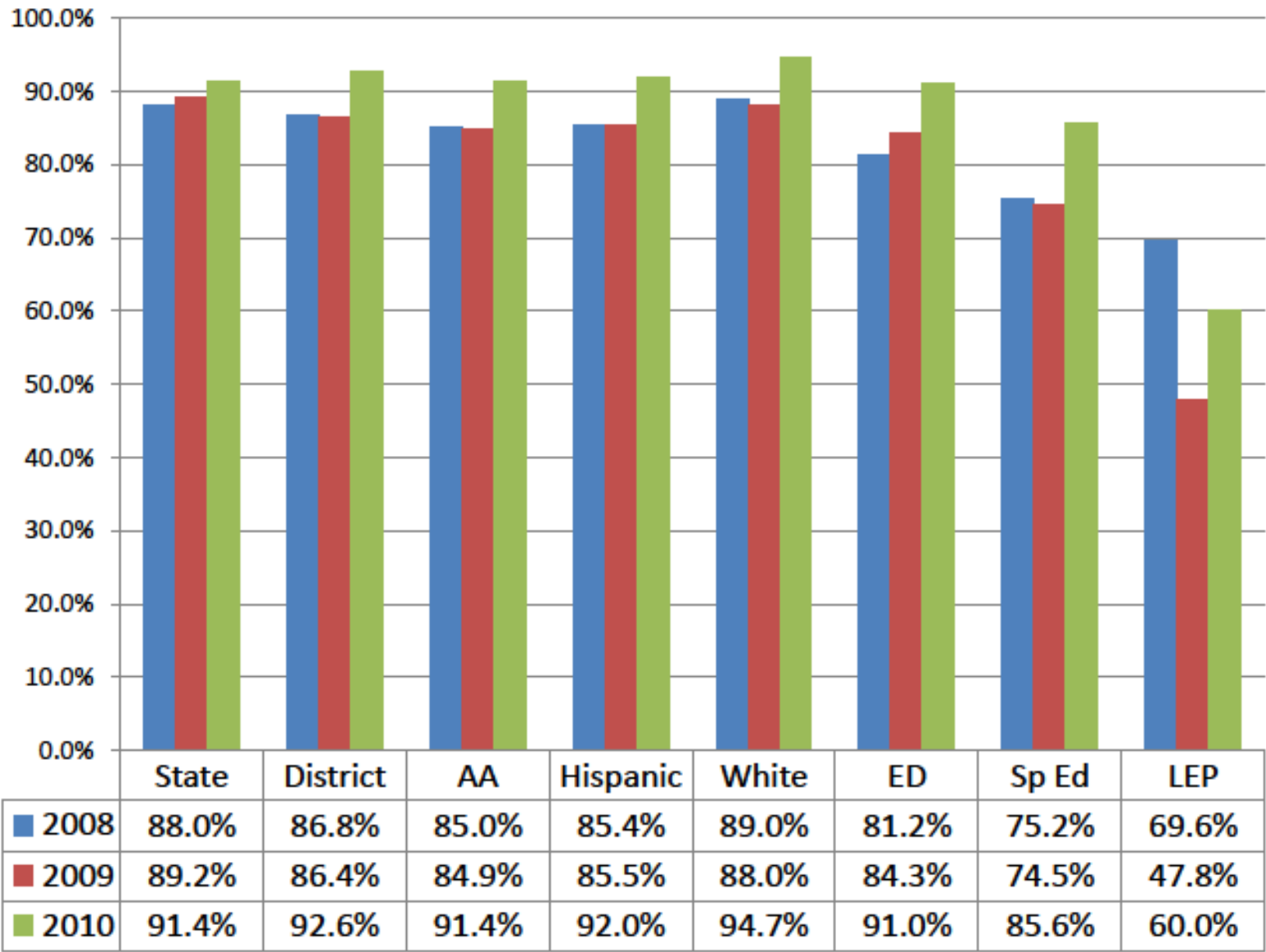
<b>SAT Scores</b>	<b>Class of 2009</b>	<b>Class of 2010</b>
<b>State</b>	<b>985</b>	<b>985</b>
<b>GCCISD</b>	<b>956</b>	<b>925</b>
<b>African-American</b>	<b>838</b>	<b>807</b>
<b>Hispanic</b>	<b>932</b>	<b>913</b>
<b>White</b>	<b>1016</b>	<b>995</b>

<b>ACT Scores</b>	<b>Class of 2009</b>	<b>Class of 2010</b>
<b>State</b>	<b>20.5</b>	<b>20.5</b>
<b>GCCISD</b>	<b>20.9</b>	<b>19.0</b>
<b>African-American</b>	<b>17.4</b>	<b>15.6</b>
<b>Hispanic</b>	<b>19.6</b>	<b>19.2</b>
<b>White</b>	<b>22.9</b>	<b>21.5</b>

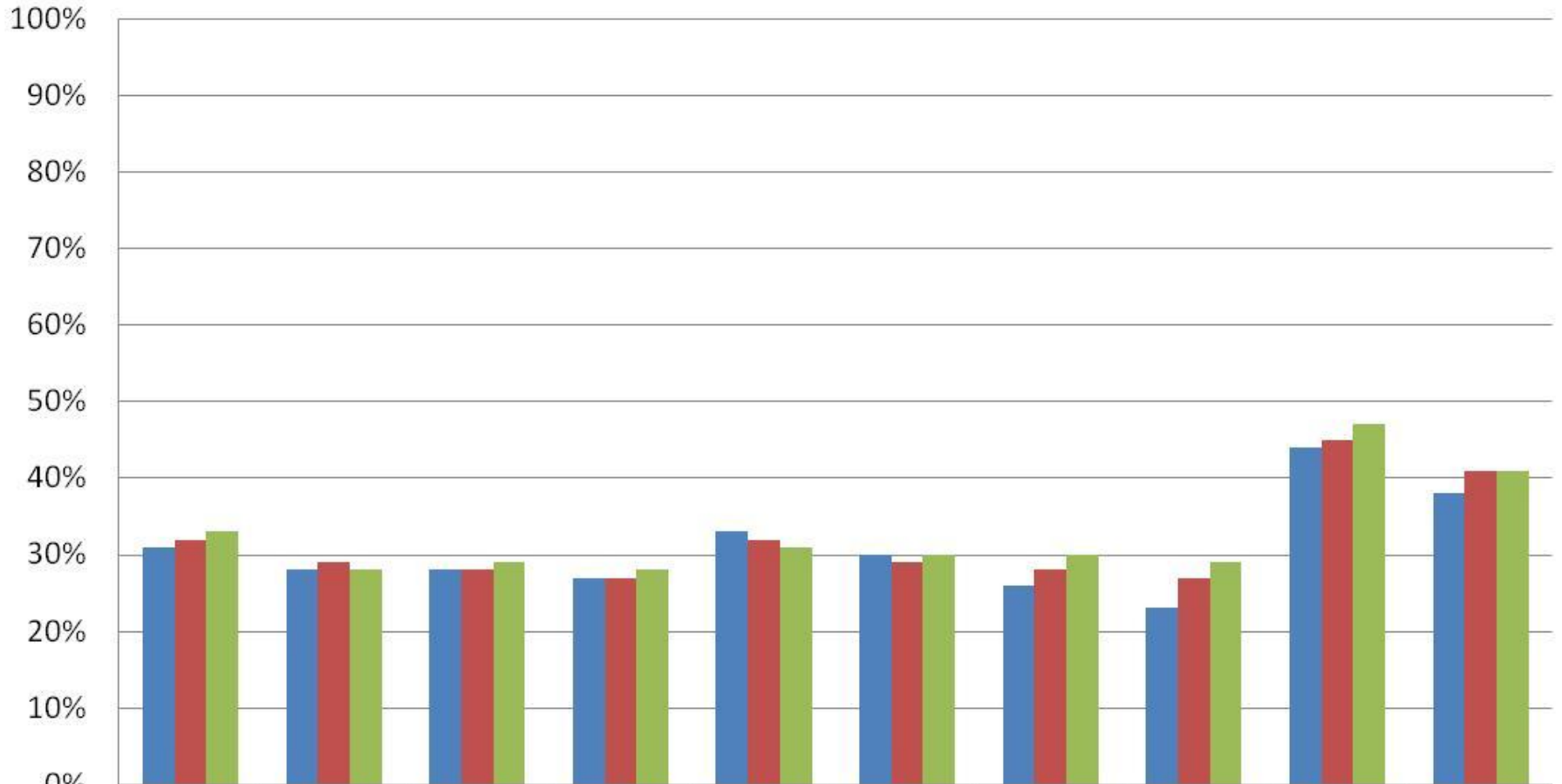
# District Profile Information

- Completion Rate – w/o GED
- Commended Performance
- Dropout Rate (Grades 7-8)
- Student Information
- Staff Information

## Completion Rate I (Gr. 9-12)



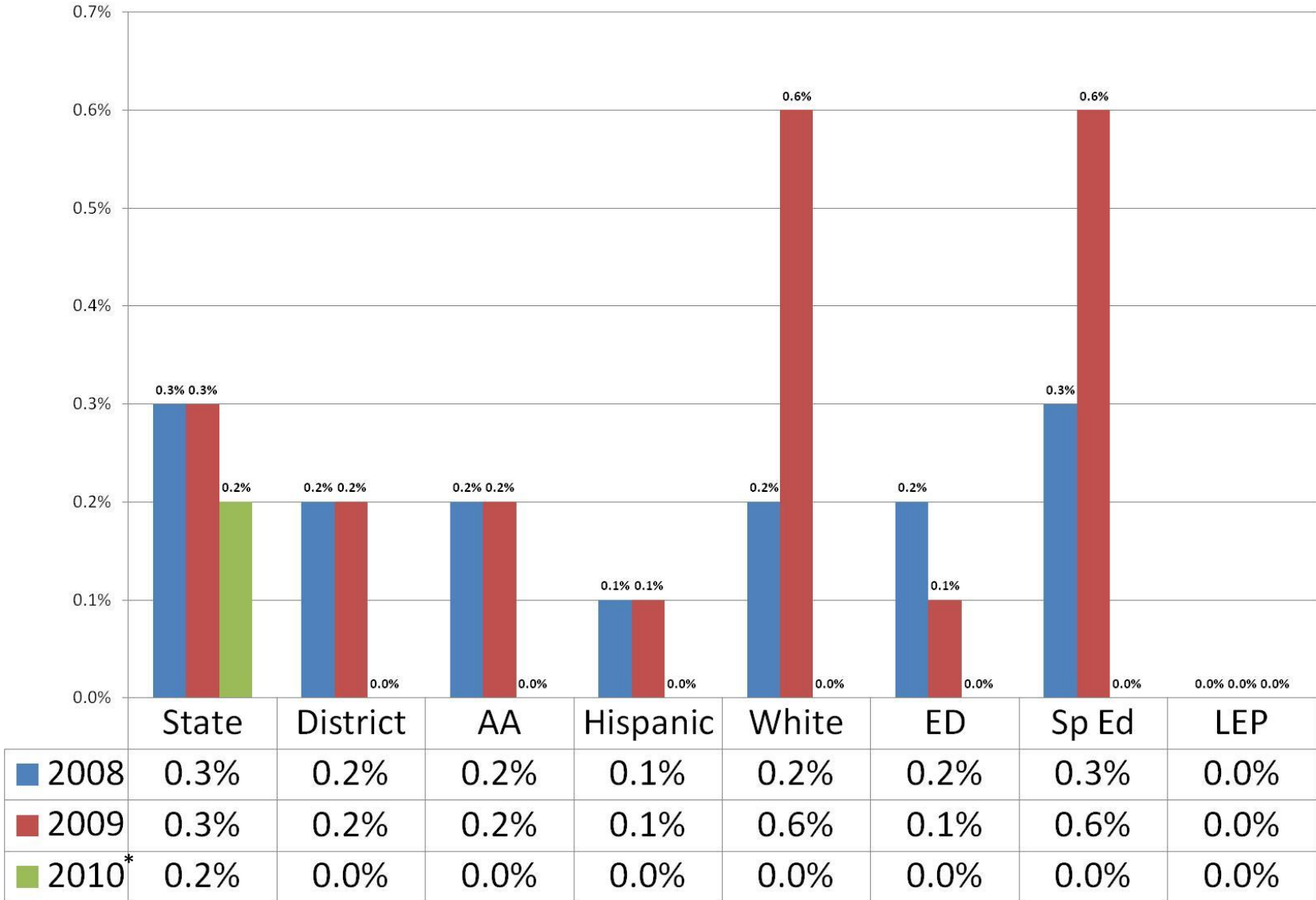
# Commended Performance



	State	District	State	District	State	District	State	District	State	District
	R/ELA		Math		Writing		Science		Social Studies	
2009	31%	28%	28%	27%	33%	30%	26%	23%	44%	38%
2010	32%	29%	28%	27%	32%	29%	28%	27%	45%	41%
2011	33%	28%	29%	28%	31%	30%	30%	29%	47%	41%

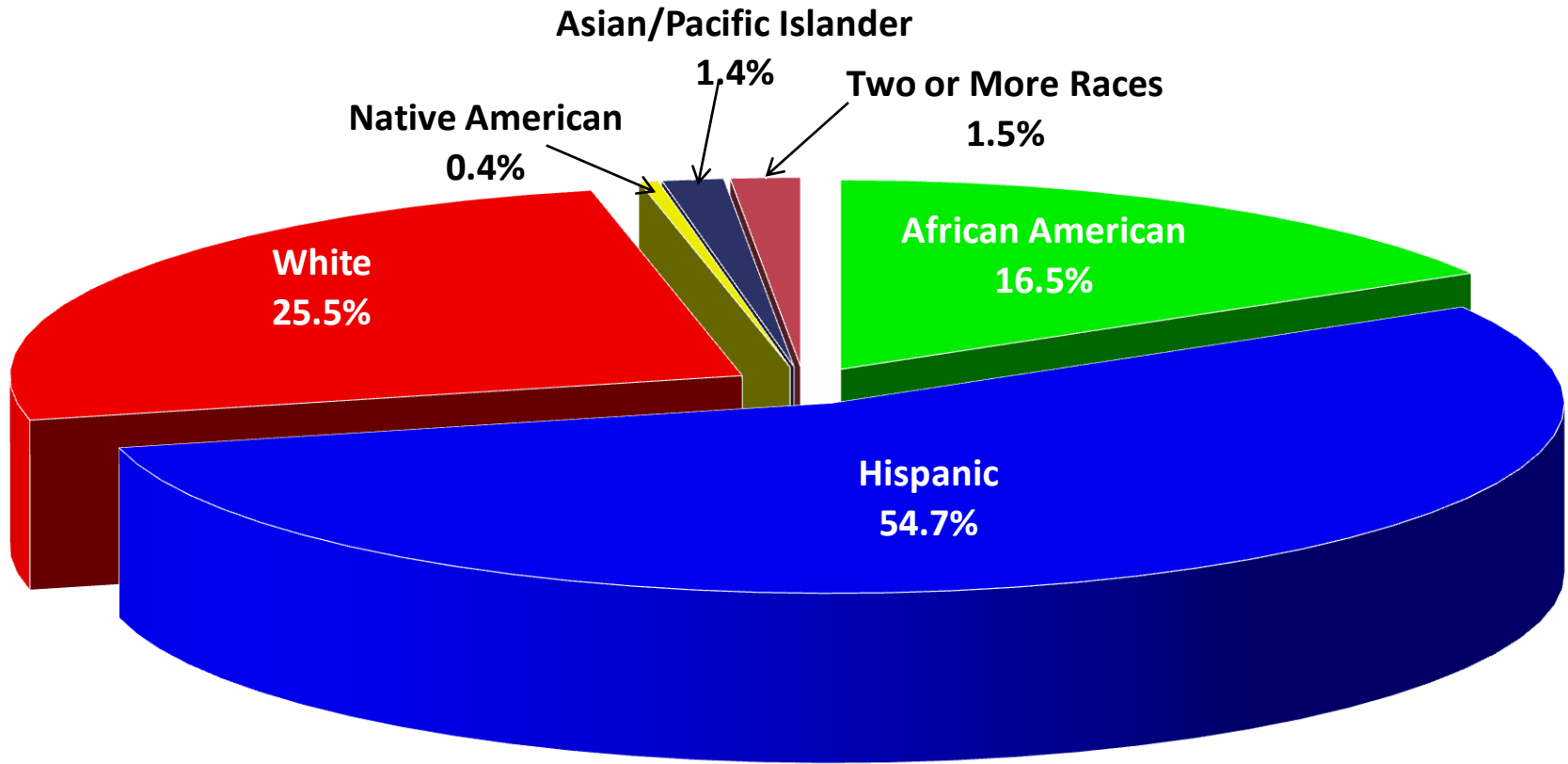
# Drop-Out Rate

(Grade 7-8)



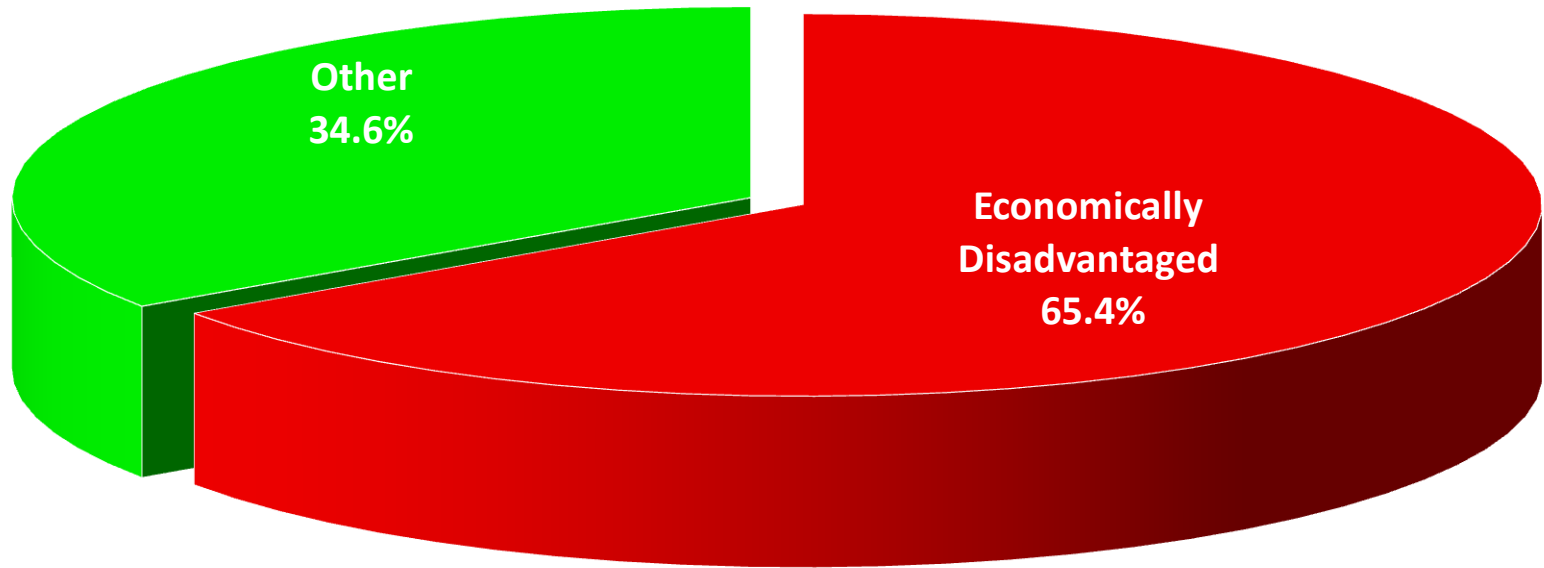
\*The District's Drop-Out Rate was 0% for 2010.

# Student Ethnicity



Total Students	
2010-11	21,097
2009-10	20,819
2008-09	20,519

# Socioeconomic Status



## Economically Disadvantaged

2010-11	65.4%
2009-10	63.3%
2008-09	64.5%

# Student Enrollment by Program

Program	Count		Percent	
	2009-10	2010-11	2009-10	2010-11
<b>Bilingual/ESL Education</b>	<b>2,231</b>	<b>2,289</b>	<b>10.7%</b>	<b>10.8%</b>
<b>Career &amp; Technology Education</b>	<b>3,770</b>	<b>4,306</b>	<b>18.1%</b>	<b>20.4%</b>
<b>Gifted and Talented Education</b>	<b>1,419</b>	<b>1,408</b>	<b>6.8%</b>	<b>6.7%</b>
<b>Special Education</b>	<b>2,102</b>	<b>1,996</b>	<b>10.1%</b>	<b>9.5%</b>

# Staff Information

Staff Information	GCCISD	State	Difference
Teachers	50.5%	50.5%	0
Professional Support	7.0%	9.0%	-2.0
Campus Administration	2.4%	2.8%	-0.4
Central Administration	1.1%	1.0%	+0.1
Educational Aides	7.3%	9.5%	-2.2
Auxiliary Staff	31.7%	27.1%	+4.6

# Staff Information

<b>Staff Information</b>	<b>GCCISD</b>	<b>State</b>	<b>Difference</b>
<b>Teachers Average Years of Experience</b>	<b>10.8 yrs</b>	<b>11.4 yrs</b>	<b>-0.6 yrs.</b>
<b>Average Years Exp. of Teachers with District</b>	<b>10.8 yrs.</b>	<b>7.7 yrs</b>	<b>+3.1 yrs.</b>
<b>Average Teacher's Salary</b>	<b>\$51,360</b>	<b>\$48,638</b>	<b>+\$2722</b>
<b>Turnover Rate for Teachers</b>	<b>9.8%</b>	<b>11.9%</b>	<b>-2.1%</b>
<b>Instructional Staff Percent</b>	<b>61.4%</b>	<b>64.4%</b>	<b>-3.0%</b>

# Financial Information

# Tax Information

## Adopted Tax Rate

Calendar Year	District		State	
	Percent/Rate		Percent/Rate	
	2010	2009	2010	2009
Maintenance and Operations	<b>\$1.040</b>	\$1.040	<b>\$1.064</b>	\$1.058
Interest and Sinking Fund	<b>\$0.262</b>	\$0.242	<b>\$0.171</b>	\$0.164
<b>Total Rate (sum of above)</b>	<b>\$1.302</b>	\$1.282	<b>\$1.235</b>	\$1.222

# Actual Revenue Information

## (All Funds)

By Source:	District				State			
	Percent		Per Student		Percent		Per Student	
	2009-2010	2008-2009	2009-2010	2008-2009	2009-2010	2008-2009	2009-2010	2008-2009
<b>Total Revenues</b>	<b>100%</b>	<b>100%</b>	<b>\$10,954</b>	<b>\$10,730</b>	<b>100%</b>	<b>100%</b>	<b>\$10,328</b>	<b>\$9,965</b>
<b>Local Tax</b>	<b>49.4%</b>	<b>55.0%</b>	<b>\$5,411</b>	<b>\$5,904</b>	<b>41.5%</b>	<b>42.0%</b>	<b>\$4,291</b>	<b>\$4,184</b>
<b>Other Local &amp; Intermediate</b>	<b>5.5%</b>	<b>6.7%</b>	<b>\$601</b>	<b>\$721</b>	<b>4.1%</b>	<b>5.1%</b>	<b>\$428</b>	<b>\$513</b>
<b>State</b>	<b>34.6%</b>	<b>28.5%</b>	<b>\$3,792</b>	<b>\$3,061</b>	<b>42.3%</b>	<b>42.9%</b>	<b>\$4,369</b>	<b>\$4,272</b>
<b>Federal</b>	<b>10.5%</b>	<b>9.7%</b>	<b>\$1,150</b>	<b>\$1,044</b>	<b>12.0%</b>	<b>10.0%</b>	<b>\$1,240</b>	<b>\$996</b>

# Actual Expenditure Information

## (All Funds)

By Object:	District				State			
	Percent		Per Student		Percent		Per Student	
	2009-2010	2008-2009	2009-2010	2008-2009	2009-2010	2008-2009	2009-2010	2008-2009
<b>Total Expenditures</b>	<b>100%</b>	<b>100%</b>	<b>\$11,677</b>	<b>\$11,871</b>	<b>100%</b>	<b>100%</b>	<b>\$11,543</b>	<b>\$11,567</b>
<b>Payroll Cost</b>	<b>64.6%</b>	<b>61.3%</b>	<b>\$7,539</b>	<b>\$7,279</b>	<b>60.9%</b>	<b>59.4%</b>	<b>\$7,026</b>	<b>\$6,873</b>
<b>Other Operating Cost</b>	<b>17.0%</b>	<b>15.1%</b>	<b>\$1,984</b>	<b>\$1,797</b>	<b>16.4%</b>	<b>15.8%</b>	<b>\$1,897</b>	<b>\$1,823</b>
<b>Debt Service</b>	<b>10.4%</b>	<b>10.2%</b>	<b>\$1,218</b>	<b>\$1,216</b>	<b>9.3%</b>	<b>8.9%</b>	<b>\$1,076</b>	<b>\$1,031</b>
<b>Capital Outlay</b>	<b>8.0%</b>	<b>13.3%</b>	<b>\$936</b>	<b>\$1,579</b>	<b>13.4%</b>	<b>15.9%</b>	<b>\$1,544</b>	<b>\$1,841</b>

# Actual Expenditure Information

## (All Funds) Objects 6100-6400 only

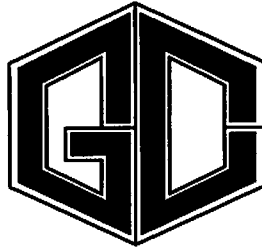
By Function:	District				State			
	Percent		Per Student		Percent		Per Student	
	2009-2010	2008-2009	2009-2010	2008-2009	2009-2010	2008-2009	2009-2010	2008-2009
<b>Total Operating Expenditures</b>	<b>100%</b>	<b>100%</b>	<b>\$9,378</b>	<b>\$8,986</b>	<b>100%</b>	<b>100%</b>	<b>\$8,802</b>	<b>\$8,572</b>
<b>Instruction</b>	<b>56.7%</b>	<b>56.7%</b>	<b>\$5,321</b>	<b>\$5,091</b>	<b>58.4%</b>	<b>58.0%</b>	<b>\$5,142</b>	<b>\$4,976</b>
<b>Instruction-Related Services</b>	<b>2.7%</b>	<b>2.6%</b>	<b>\$252</b>	<b>\$233</b>	<b>3.6%</b>	<b>3.5%</b>	<b>\$315</b>	<b>\$299</b>
<b>Instructional Leadership</b>	<b>1.6%</b>	<b>1.7%</b>	<b>\$154</b>	<b>\$156</b>	<b>1.5%</b>	<b>1.5%</b>	<b>\$131</b>	<b>\$126</b>
<b>School Leadership</b>	<b>5.5%</b>	<b>5.6%</b>	<b>\$514</b>	<b>\$505</b>	<b>5.5%</b>	<b>5.6%</b>	<b>\$487</b>	<b>\$482</b>
<b>Support Services-Student</b>	<b>4.7%</b>	<b>4.9%</b>	<b>\$443</b>	<b>\$437</b>	<b>4.8%</b>	<b>4.8%</b>	<b>\$421</b>	<b>\$410</b>

# Actual Expenditure Information

## (All Funds) Objects 6100-6400 only

By Function:	District				State			
	Percent		Per Student		Percent		Per Student	
	2009-2010	2008-2009	2009-2010	2008-2009	2009-2010	2008-2009	2009-2010	2008-2009
Student Transportation	3.1%	2.9%	\$295	\$259	2.7%	2.7%	\$240	\$235
Food Services	5.8%	5.9%	\$549	\$528	5.2%	5.2%	\$461	\$448
Cocurricular Activities	2.5%	2.4%	\$234	\$215	2.6%	2.6%	\$231	\$225
Central Administration	2.9%	2.9%	\$273	\$265	3.1%	3.1%	\$269	\$266
Plant Main. and Operation	12.6%	12.8%	\$1,181	\$1,146	10.4%	10.7%	\$913	\$920
Security and Monitoring Ser.	0.7%	0.7%	\$67	\$61	0.8%	0.8%	\$68	\$67
Data Processing Services	1.0%	1.0%	\$96	\$92	1.4%	1.4%	\$123	\$117
Community Services	n/a	n/a	\$73	\$68	n/a	n/a	\$44	\$42

**RECOGNITIONS  
AND  
ACKNOWLEDGEMENTS**



# Goose Creek CISD Resolution

## *In Memory of Coach Robert L. Strayhan*

**WHEREAS**, an outstanding educator and Baytown Carver High School Coach, Robert L. Strayhan, died at the age of eighty-eight on November 27, 2011; and

**WHEREAS**, he came to Baytown, Texas in 1952 to serve as the Baytown George Washington Carver High School varsity basketball coach and assistant football coach; and

**WHEREAS**, he coached at Baytown Carver High School from 1952 until May 1967 and helped lead Carver to seven football district titles and three Prairie View Interscholastic League (PVIL) State Football Championships, and

**WHEREAS**, he also coached and led the Baytown Carver High School varsity basketball teams to five district titles as well as four PVIL state basketball tournament appearances, and

**WHEREAS**, after Baytown Carver High School was closed as a high school due to integration, he served as an assistant football coach at Baytown Ross S. Sterling High School from 1967 to 1969, and

**WHEREAS**, he has been honored by the Lee College Black Educational Access Committee, Texas High School Coaches Association, Arkansas Activities Association, S.W.A.D.C. Head Start Program, Lewisville-Foster Alumni Club, and Sickle Cell Anemia Foundation, and

**WHEREAS**, in 2007, he and the other Baytown Carver High School coaches and athletes were honored by the City of Baytown, Goose Creek CISD, and Baytown merchants for winning eight PVIL State Sports Championships, and

**WHEREAS**, he was inducted into the Prairie View Interscholastic League Coaches Association (PVILCA) 2011 PVILCA Hall of Honor as a coach, and

**WHEREAS**, Mr. Strayhan's passing is a deep loss to his family, friends, and colleagues, as well as the Baytown and Arkansas high school students to whom he gracefully devoted his talents; now, therefore, be it

**RESOLVED**, that the Goose Creek Consolidated Independent School District pays tribute to the life and work of Robert L. Strayhan and extends sympathy to his wife, Mrs. Pinkie J. Strayhan; his two sons, Robert C. Strayhan, M.D. and Allan H. Strayhan, and be it further

**RESOLVED**, that copies of this Resolution are prepared for members of his family as an expression of sympathy from the Goose Creek CISD in memory of Robert L. Strayhan, outstanding Baytown educator and coach.

Signed this 12th day of December, 2011

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President, Goose Creek CISD Board of Trustees



**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

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

**November 2, 2011**

**TO: Dr. Toby York**  
**FROM: David Yannotta**  
**SUBJECT: 2011 Gold Performance Acknowledgment**

The district's updated 2011 "Accountability Data Tables" were posted on the secure TEASE website on Tuesday, November 1, 2011. The updated data tables include "Gold Performance Acknowledgment (GPA)" information. The district's data tables indicate the district and 18 campuses earned Gold Performance Acknowledgment on one or more indicators in 2011. In comparison, 19 campuses received Gold Performance Acknowledgment in 2010. Of the 18 2011 campuses earning acknowledgment, 9 received acknowledgment on more than one indicator.

The "Gold Performance Acknowledgment System" acknowledges districts and campuses for high performance on indicators other than those used to determine accountability ratings. GPA is awarded for high performance in the following areas:

- Advanced Course/Dual Enrollment Completion
- Advanced Placement/International Baccalaureate
- Attendance Rate
- College-Ready Graduates
- Commended Performance: Reading/English Language Arts
- Commended Performance: Mathematics
- Commended Performance: Writing
- Commended Performance: Science
- Commended Performance: Social Studies
- Comparable Improvement: Reading/English Language Arts
- Comparable Improvement: Mathematics
- Recommended High School Program/Distinguished Achievement Program
- SAT/ACT Results
- Texas Success Initiative (TSI) – Higher Education Readiness Component: English Language Arts
- Texas Success Initiative (TSI) – Higher Education Readiness Component: Mathematics

There were no new or deleted Gold Performance Indicators in 2011 but one adjustment was made to the 2011 system. The change is as follows:

- College-Ready Graduate: The standard increased from 35% in 2010 to 40% in 2011.



**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

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

The “College-Ready Graduates” indicator was added to the accountability system in 2009. To be considered college-ready a graduate must have met or exceeded the college-ready criteria on the TAKS exit-level test, or the SAT test or the ACT test. This is a prior-year indicator so the Class of 2010 is evaluated for 2011 accountability. The table below illustrates the criteria scores by subject that must be met for a graduate to be considered college-ready.

Subject	Exit-Level TAKS		SAT		ACT
ELA	≥ 2200 scale score AND a “3” or higher on essay	OR	≥ 500 on Critical Reading AND ≥ 1070 Total	OR	≥ 19 on English AND ≥ 23 Composite
Mathematics	≥ 2200 scale score	OR	≥ 500 on Mathematics AND ≥ 1070 Total	OR	≥ 19 on Mathematics AND ≥ 23 Composite

Comparable Improvement is a measure that calculates how student performance on the TAKS test has changed (grown) from one year to the next, and compares the change to that of the 40 schools that are demographically most similar to the target school. First, the campus’s vertical scale score growth is determined by calculating the difference between the current and prior year average scale scores. The 40 comparison campuses are then sorted from high to low based on their average vertical scale difference. Campuses in the top quartile earn recognition.

A more detailed description and summary of each GPA indicator can be found on the attached *Table 10* from the 2011 Accountability Manual.

A *Gold Performance Acknowledgment Summary (2011)* chart is attached and provides a detailed summary of the 18 GCCISD campuses earning Gold Performance Acknowledgement in 2011. A *Gold Performance Acknowledgement (2006-2011)* chart is also attached.

**GOOSE CREEK CISD  
GOLD PERFORMANCE ACKNOWLEDGMENT SUMMARY (2011)**

Campus	Gold Performance Acknowledgment	Acknowledgment Standard	Student Group Performance (%)				
			All	AA	H	W	ED
<b>Sterling H.S.</b>	Commended Performance: Social Studies	30% or more Commended	47	34	40	59	37
<b>Memorial H.S.</b>	Commended Performance: Social Studies	30% or more Commended	42	37	35	53	32
	Recommended H.S. Program/DAP	85% or more graduate with RHSP/DAP	90.8	88.7	91.8	91.4	89.6
<b>IMPACT ECHS</b>	Commended Performance: Reading	30% or more Commended	60	***	56	***	58
	Commended Performance: Math	30% or more Commended	57	***	55	***	61
<b>Peter Hyland</b>	Texas Success Initiative (TSI): ELA	65% or more met TSI standard	67	N/A	N/A	N/A	N/A
<b>Baytown Junior</b>	Comparable Improvement: Reading	Top quartile of comparison group	Q1	N/A	N/A	N/A	N/A
	Comparable Improvement: Math	Top quartile of comparison group	Q1	N/A	N/A	N/A	N/A
<b>Cedar Bayou Jr.</b>	Commended Performance: Social Studies	30% or more commended	47	35	43	57	37
	Comparable Improvement: Math	Top quartile of comparison group	Q1	N/A	N/A	N/A	N/A
<b>Gentry Jr.</b>	Comparable Improvement: Math	Top quartile of comparison group	Q1	N/A	N/A	N/A	N/A
<b>Highlands Jr.</b>	Commended Performance: Social Studies	30% or more Commended	48	50	48	43	43
	Comparable Improvement: Math	Top quartile of comparison group	Q1	N/A	N/A	N/A	N/A
<b>Alamo</b>	Commended Performance: Science	30% or more Commended	49	***	48	***	45
<b>Ashbel Smith</b>	Commended Performance: Science	30% or more Commended	36	***	38	***	39
<b>Austin</b>	Commended Performance: Reading	30% or more Commended	50	***	42	55	34
	Commended Performance: Math	30% or more Commended	47	***	43	50	43
	Commended Performance: Writing	30% or more Commended	62	***	66	67	50
	Commended Performance: Science	30% or more Commended	63	***	54	65	50
<b>Crockett</b>	Commended Performance: Reading	30% or more Commended	37	***	31	47	34
	Commended Performance: Math	30% or more Commended	50	***	49	56	50
	Commended Performance: Writing	30% or more Commended	36	***	38	***	35
	Commended Performance: Science	30% or more Commended	62	***	54	***	51
	Comparable Improvement: Math	Top quartile of comparison group	Q1	N/A	N/A	N/A	N/A
<b>De Zavala</b>	Commended Performance: Writing	30% or more Commended	43	***	41	***	41
	Commended Performance: Science	30% or more Commended	50	***	50	63	41
	Comparable Improvement: Reading	Top quartile of comparison group	Q1	N/A	N/A	N/A	N/A
	Comparable Improvement: Math	Top quartile of comparison group	Q1	N/A	N/A	N/A	N/A
<b>Highlands El.</b>	Commended Performance: Reading	30% or more Commended	36	***	30	40	30
	Commended Performance: Math	30% or more Commended	41	***	37	46	36
	Commended Performance: Science	30% or more Commended	42	***	37	45	40
<b>Lamar</b>	Commended Performance: Science	30% or more Commended	37	***	36	***	37
<b>San Jacinto</b>	Commended Performance: Science	30% or more Commended	41	***	38	***	40
<b>Travis</b>	Commended Performance: Science	30% or more Commended	43	***	37	***	37
<b>Victoria Walker</b>	Comparable Improvement: Math	Top quartile of comparison group	Q1	N/A	N/A	N/A	N/A
<b>District</b>	Commended Performance: Social Studies	30% or more Commended	41	33	36	54	33
	Recommended H.S. Program/DAP	Top quartile of comparison group	90.0	85.3	91.2	90.3	89.2

Q1 = Top Quartile      NA = Student group is not evaluated for the indicator      \*\*\* = Minimum Size Requirement was not met  
 All: All Students      AA: African American      H: Hispanic      W: White      ED: Economically Disadvantaged  
 RHSP: Recommended High School Program      DAP: Distinguished Achievement Program

**GOLD PERFORMANCE ACKNOWLEDGMENT (2006-2011)**

Campus	2006	2007	2008	2009	2010	2011
<b>Lee H.S.</b>				CI: Reading/ELA	CP: Social Studies	
<b>Sterling H.S.</b>			CI: Reading/ELA	CI: Reading/ELA	CP: Social Studies RHSP/DAP	CP: Social Studies
<b>Memorial H.S.</b>	N/A	N/A	N/A		CP: Social Studies	CP: Social Studies Recommended/DAP
<b>IMPACT ECHS</b>	N/A	N/A	N/A	N/A	N/A	CP: Reading CP: Math
<b>Peter Hyland</b>	N/A	N/A	N/A	N/A	N/A	TSE: ELA
<b>Baytown Jr.</b>	CP: Writing		CP: Reading/ELA CI: Math			CI: Reading CI: Math
<b>Cedar Bayou Jr.</b>	CP: Writing	CP: Reading/ELA	CP: Reading/ELA CI: Math	CI: Math	CI: Math	CP: Social Studies CI: Math
<b>Gentry Jr.</b>	Attendance Rate CP: Reading/ELA CP: Writing	CP: Reading/ELA	CP: Reading/ELA CP: Social Studies CI: Math	CP: Reading/ELA CP: Writing CP: Social Studies CI: Reading/ELA CI: Math	CP: Reading/ELA CP: Social Studies CI: Reading CI: Math	CI: Math
<b>Highlands Jr.</b>	CP: Reading/ELA CP: Writing CP: Social Studies CI: Reading/ELA CI: Math	CP: Reading/ELA CP: Math CP: Writing CP: Social Studies CI: Math	CP: Reading/ELA CP: Math CP: Writing CP: Social Studies CI: Math	CP: Reading/ELA CP: Writing CP: Social Studies CI: Reading/ELA	CP: Reading/ELA CP: Writing CP: Social Studies CI: Reading CI: Math	CP: Social Studies CI: Math
<b>Horace Mann Jr.</b>	CP: Reading/ELA CP: Writing CI: Reading/ELA CI: Math		CP: Reading/ELA CP: Writing	CI: Reading/ELA	CI: Math	
<b>Alamo</b>	CP: Math CP: Writing CP: Science CI: Reading/ELA	CP: Writing CP: Science CI Reading/ELA	CP: Science	CP: Science	CI: Reading	CP: Science
<b>Ashbel Smith</b>	CP: Math		CP: Science CI: Math	CP: Math CP: Science	CP: Math CP: Science CI: Reading	CP: Science
<b>Austin</b>	CP: Math CP: Writing CP: Science CI: Math	CP: Reading/ELA CP: Math CP: Writing	CP: Reading/ELA CP: Math CP: Writing CP: Science CI: Math	CP: Math CP: Writing CP: Science	CP: Math CP: Writing CP: Science	CP: reading CP: Math CP: Writing CP: Science
<b>Bowie</b>	CP: Math CP: Science CI: Reading/ELA	CP: Science			CP: Science CI: Reading	
<b>Carver</b>				CP: Math	CP: Science CI: Math	
<b>Crockett</b>	CP: Reading/ELA CP: Math CP: Writing CP: Science CI: Math	CP: Writing CI: Reading/ELA	CP: Math CP: Writing CP: Science CI: Reading/ELA CI: Math	CP: Math CP: Writing CP: Science CI: Reading/ELA	CP: Math CP: Science	CP: Reading CP: Math CP: Writing CP: Science CI: Math
<b>De Zavala</b>	CP: Reading/ELA CP: Math CP: Writing CP: Science	CP: Reading/ELA CP: Math CP: Writing CP: Science CI: Reading/ELA CI: Math	CP: Math CP: Writing CP: Science	CP: Reading/ELA CP: Math CP: Writing CP: Science CI: Reading/ELA	CP: Science CI: Reading	CP: Writing CP: Science CI: Reading CI: Math
<b>Harlem</b>	CI: Reading/ELA		CP: Math CP: Science	CP: Math CP: Science	CP: Math CP: Science	
<b>Highlands El.</b>	CP: Math CI: Math	CP: Science	CP: Math	CP: Math CP: Science	CP: Reading/ELA CP: Math CP: Science	CP: Reading CP: Math CP: Science
<b>Hopper</b>						
<b>Lamar</b>	CP: Math CP: Writing CP: Science	CI: Reading/ELA	CP: Math CP: Science CI: Reading/ELA CI: Math	CP: Math	CP: Science	CP: Science
<b>San Jacinto</b>	Attendance Rate CP: Math CP: Writing CI: Reading/ELA	CP: Math CP: Writing CP: Science	Attendance Rate CP: Math CP: Writing CP: Science	CP: Writing	Attendance Rate CP: Math CI: Reading	CP: Science
<b>Travis</b>	CP: Math CP: Science	CP: Math CI: Reading/ELA CI: Math	CP: Math CP: Writing CP: Science	CP: Math CP: Science	CP: Science	CP: Science
<b>Victoria Walker</b>	N/A	N/A	CP: Math CP: Science			CI: Math
<b>District</b>	CP: Writing				CP: Social Studies	CP: Social Studies Recommended/DAP



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**BYRON P. TERRIER, Ed.D.**  
DEPUTY SUPERINTENDENT  
ADMINISTRATIVE SERVICES

December 12, 2011

TO: DR. TOBY YORK  
FROM: DR. BYRON TERRIER  
SUBJECT: **ATHLETIC HONORS FOR VOLLEYBALL**

The following student in our athletic program has achieved recognition.

Ceannia Kincade	Goose Creek Memorial	Volleyball	19-4A District Most Valuable Player, Texas Girls Coaching Association All State Team, Academic All-District
<b>The Goose Creek Memorial student is under the direction of Coach Misti Clark.</b>			



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

RESOLUTION

STATE OF TEXAS §

COUNTY OF HARRIS §

RECOGNIZING the outstanding achievement of the Goose Creek Memorial High School Volleyball Team, who is the Bi-District Champion and Area Finalist, and

RECOGNIZING that the attainment of this award was the result of dedicated effort by members of the Goose Creek Memorial High School Volleyball Team and their coaches.

THE BOARD OF TRUSTEES of the Goose Creek Consolidated Independent School District extends sincere congratulations to the students, the coach, and the school. Your efforts have brought honor to you and our school district.

THE BOARD OF TRUSTEES wishes for your continued success in the future.

Goose Creek Consolidated Independent School District
Board of Trustees

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Assistant Secretary

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

RESOLUTION

STATE OF TEXAS §

COUNTY OF HARRIS §

RECOGNIZING the outstanding achievement of the Ross S. Sterling High School Volleyball Team, who is Bi-District Champion, Area Finalist and received the American Volleyball Coaches Association Team Academic Award in the 2011 Volleyball Playoffs, and,

RECOGNIZING that the attainment of this award was the result of dedicated effort by members of the Ross S. Sterling High School Volleyball Team and their coach.

THE BOARD OF TRUSTEES of the Goose Creek Consolidated Independent School District extends sincere congratulations to the students, the coaches, and the school. Your efforts have brought honor to you and our school district.

THE BOARD OF TRUSTEES wishes for your continued success in the future.

Goose Creek Consolidated Independent School District
Board of Trustees

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Assistant Secretary

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

## **CITIZENS' PARTICIPATION**

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

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

November 14, 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, November 14, 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 Ken Martin

**ABSENT:** Mr. Agustin Loreda

**OPENING EXERCISE**

The Opening Exercise for the November 14, 2011, Board Meeting was given by Cedar Bayou Junior School students. The pledges were led by Erika Erwin and Breanna Runnels. Board President Jenice Coffey asked for a Moment of Silence and gave the prayer.

The following students sang “Seasons of Love” from the musical *Rent* and, also sang a song from their fall concert, “Sing Softly World”: Erica Inman, Reyna Jackson, Ashley Trejo, Erika Erwin, Breanna Runnels, Halie Lige, Nicole Rangel, Allison Stults, Faith Love, Mariah Vigier, Jessica Cardenas, and Zoey Henderson

The students were under the direction of principal, Greg Lynd, choir director, Lorin Hilyard, and accompanied by Luanne Jay.

**RECOGNITIONS AND ACKNOWLEDGEMENTS**

The following students received recognition for their nomination to the 2011 session of Bluebonnet Girls State. Bluebonnet Girls State provides participants the opportunity to experience government at all levels. Females in their junior year of high school are nominated by their school faculty and then interviewed and selected by representatives of the American Legion Auxiliary.

**GOOSE CREEK MEMORIAL HIGH SCHOOL**

Alyssa Clift	Lexi Edwards
Elyssabeth Dunn	Priya Patel

**ROSS S. STERLING HIGH SCHOOL**

Morgan Barnhill	Kaci New
Denise Chavez	Rosa Valdovinos

**ROBERT E. LEE HIGH SCHOOL**

Julie Bennett                      Cobi Phillips  
Demi Hofstetter                 Aditi Singh

The students were under the direction of American Legion Auxiliary representative and retired Goose Creek CISD teacher Mrs. Laura Kellner.

The following students have received recognition for their nomination to the 2011 session of American Legion Boys State. American Legion Boys State provides participants the opportunity to experience government at all levels. Males in their junior year of high school are nominated by their school faculty and then interviewed and selected by representatives of the American Legion.

**GOOSE CREEK MEMORIAL HIGH SCHOOL**

Zach Houchins

**ROSS S. STERLING HIGH SCHOOL**

Zach Holt  
Jarrod Odom  
Sam Vallagomesa

**ROBERT E. LEE HIGH SCHOOL**

Terrance Boyd  
Luis Passament  
Curtis Radale  
Hunter Waldie

The students were under the direction of American Legion Post 323 Mr. Garland Huey, Boys State Chairman.

**PUBLIC HEARING**

A public hearing was scheduled; however, this item was pulled from the agenda. Superintendent York explained that the redistricting maps are under construction at this time; however, they will bring the proposed maps to a future meeting.

Mr. Burg moved and Mr. Martin seconded the motion **THAT THE BOARD POSTPONE INDEFINELY THE PUBLIC HEARING FOR THE GCCISD PROPOSED SINGLE-MEMBER BOARD OF TRUSTEES REDISTRICTING.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, and Mr. Mating voting for the motion.

### **CITIZENS PARTICIPATION**

The Board of Trustees heard from two citizens:

1. Mr. Larry Munn addressed the Board of Trustees regarding redrawing of the school zones.
2. Ms. Christal Maxwell addressed the Board of Trustees regarding the zoning for 7510 Decker to Deer Park ISD.

### **APPROVAL OF MINUTES**

October 13, 2011, Board Workshop, October 17, 2011, Special Meeting/Board Workshop and October 24, 2011, Regular Board Meeting

Mr. Burg moved and Mr. Smith seconded the motion **THAT THE BOARD APPROVE THE OCTOBER 13, 2011, BOARD WORKSHOP MINUTES, OCTOBER 17, 2011, SPECIAL MEETING/BOARD WORKSHOP MINUTES, AND OCTOBER 24, 2011, REGULAR BOARD MEETING MINUTES AS PRESENTED.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, and Mr. Martin voting for the motion.

### **ACTION ITEMS**

#### **8358. CONSIDERATION OF NAMING THE TRACK AT SULTIS STADIUM**

Mr. Martin moved and Mr. Blackford seconded the motion **THAT THE BOARD APPROVE NAMING THE TRACK AT PETE SULTIS STADIUM THE BEVERLY ROCKHOLD TRACK.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, and Mr. Martin voting for the motion.

#### **8359. CONSIDERATION OF GOOSE CREEK CISD BOARD GOALS 2011-2012**

Mr. Blackford moved and Mr. Martin seconded the motion **THAT THE BOARD APPROVE THE 2011-2012 BOARD GOALS AS PREPARED BY THE DISTRICT'S ADMINISTRATION.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, and Mr. Martin voting for the motion.

### **8360. CONSIDERATION OF CONSENT AGENDA**

Mr. Blackford moved and Mr. Martin seconded the motion **THAT THE BOARD APPROVE CONSENT ITEMS 1 THROUGH 6 AS PRESENTED.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, and Mr. Martin voting for the motion.

- 1. Interlocal Contract with Shiloh Treatment Center**  
The Board approved the contract between the Goose Creek CISD and Shiloh Treatment Center to provide educational day treatment services for identified GCCISD students.
- 2. Compensation for Services Rendered to Identified GCCISD Students by Shiloh Treatment Center**  
The Board approved compensation for services rendered in an amount not to exceed \$81,540.00 between August 22, 2011, and May 31, 2012.
- 3. Consideration of Implementation of Chapter 38, Subchapter of the Texas Education Code**  
The Board approved the GCCISD Concussion Management Plan and the appointment of the District’s Concussion Oversight Team (COT).
- 4. Resolution Casting Ballots for Everett “Tan” Williams, Ernie Battle, and Bill Deering to Serve as Members of the Board of Directors of the Chambers County Appraisal District**  
The Board approved the resolution casting Goose Creek Consolidated Independent School District ballot for Everett “Tan” Williams, Ernie Battle, and Bill Deering to represent Goose Creek Consolidated ISD as members of the Board of Directors of the Chambers County Appraisal District.
- 5. Resolution Casting Ballot for Katherine Trumbull to Serve as a Member of the Board of Directors of the Harris County Appraisal District**  
The Board adopted the resolution casting Goose Creek CISD ballot for Katherine (Toni) Trumbull to represent Goose Creek CISD as a member of the Board of Directors of the Harris County Appraisal District.
- 6. Nominees for the GCCISD Health Advisory Council**  
The Board approved names of nominees for the GCCISD School Health Advisory Council.

**8361. FUTURE BOARD AGENDA ITEMS  
BOARD TRAINING  
BOARD MEETINGS**

**Future Board Agenda Items**

- Seat Belts Discussion
- Maintenance Report (include Transportation)
- Cameras on Buses Update
- Standardized Dress (late January or early February)
- Deer Park ISD Data Discussion
- Policy Update on STAAR (Late Jan)
- State Lawsuit (January)
- Formative Evaluation (January 12th)
- Generate Specific Accomplishments (2 per Board Goal) and bring back next year

**Board Training**

- Gulf Coast Area Association of School Boards, November 16, 2011, 6:30 p.m.

**Board Meetings/Workshops**

- January 9, 2012, Workshop – Financial Litigation
- January 12, 2012, Special Meeting with Closed Session for Superintendent's Formative Evaluation

Mr. Burg moved and Mr. Martin seconded the motion **THAT THE BOARD SCHEDULE A MEETING FOR THURSDAY, JANUARY 12, 2012, WITH A CLOSED SESSION FOR THE DISCUSSION OF SUPERINTENDENT'S FORMATIVE EVALUATION.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, and Mr. Martin voting for the motion.

- December 26, 2011, Board Meeting Cancelled

Mr. Blackford moved and Mr. Smith seconded the motion **THAT THE BOARD CANCEL THE DECEMBER 26, 2011, BOARD MEETING.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, and Mr. Martin voting for the motion.

## **CLOSED MEETING**

At approximately 7:25 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 Opening Meetings Act: 551.071, Private consultation with the Board’s attorney; 551.072, Discussing purchase, exchange, lease, or value of real property; 551.074, Discussion personnel or to hear complaints against personnel. No action will be taken while the Board is in Closed Meeting.”

## **Board Reconvenes into Regular Session**

At approximately 8:02 p.m., the Board reconvened into Regular Session with President Jenice Coffey presiding. No action was taken while in Closed Session.

## **8362. CONSIDERATION OF PERSONNEL**

### **Personnel Action:**

Mr. Sampson moved and Mr. Martin seconded the motion **THAT THE BOARD APPROVE THE TWO ELECTIONS AS PRESENTED IN THE BOARD PACKET AND PULL THE LEAVE REQUEST.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, and Mr. Martin voting for the motion.

### **Elections Approved:**

1. Amy Galloway, Highlands Elementary School
2. Maribel Lohles, Travis Elementary School

## **ADJOURNMENT**

President Coffey adjourned the Board Meeting at approximately 8:03 p.m.

## **SUPERINTENDENT'S REPORTS**

- 1. Toni Trumbull, School District Representative for School Districts in Harris County other than Houston ISD on the Harris County Appraisal District Board of Directors**
- 2. Senate Bill 1489 - Judge Don Coffey, Harris County Justice of the Peace for Precinct 3, Place 2**

## SCHOOL BOARD AGENDA ITEM SUMMARY

December 12, 2011

**SUBJECT:**           **CONSIDERATION OF ACADEMIC EXCELLENCE INDICATOR SYSTEM (AEIS) ANNUAL REPORT [Under Separate Cover]**

**RECOMMENDED ACTION:**   Accept the Academic Excellence Indicator System Report as presented.

**RATIONALE:**       *Texas Education Code Chapter 39* requires each district's board of trustees to publish an annual report that includes the AEIS report; campus performance objectives; a report of violent or criminal incidents; and, information received under Texas Education Code §51.403(e) from the Texas Higher Education Coordinating Board. The board of trustees shall hold a hearing for public discussion of the report, and they shall widely disseminate the report within the district.

**BUDGET:** Not Applicable

**RESOURCE PERSONNEL:**   Dr. Toby York  
                                  Dr. Byron Terrier  
                                  Ms. Diana Cox  
                                  Mr. Pete Pape

**SCHOOL BOARD AGENDA ITEM SUMMARY**

December 12, 2011

**SUBJECT: CONSIDERATION OF FOREIGN TRADE ZONE AGREEMENT  
WITH AMERIPOINT, LLC**

**RECOMMENDED ACTION:** Approve Foreign Trade Zone agreement with  
AmeriPort, LLC.

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

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

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

## **AGREEMENT**

This Agreement is entered into by and between the Goose Creek Consolidated Independent School District (“GCCISD”) and AmeriPort, LLC, a Texas limited liability company (“AmeriPort”), upon terms and conditions set forth herein.

### **RECITALS**

WHEREAS, AmeriPort is seeking a designation of its property described in Exhibit A, attached hereto and incorporated for all purposes, (hereinafter, “the Property”) as a Foreign-Trade Zone Site; and

WHEREAS, a letter executed by GCCISD in support of designation of the Property as a Foreign-Trade Zone Site will aid AmeriPort’s efforts to obtain the designation; and

WHEREAS, AmeriPort wishes to make a contribution to GCCISD to offset the revenue impact that might otherwise affect GCCISD as a result of the designation of the Property as a Foreign-Trade Zone Site; and

WHEREAS, AmeriPort’s intent is to cause no net loss of tax revenue or financial harm to GCCISD as a result of its Foreign-Trade Zone Site status;

### **DEFINITIONS**

“Exempted Personal Property”, for the purposes of this Agreement, shall mean the personal property exempted by 19 U.S.C. 81o or its successor statute as a result of Foreign-Trade Zone status being granted to the Property. Both Parties agree and understand that the Exempted Personal Property may or may not belong to AmeriPort or its successors, but may belong to third parties who locate their facilities or personal property within the Foreign-Trade Zone located on the Property.

NOW, THEREFORE, it is agreed by GCCISD and AmeriPort that:

1. Letter of Support. In consideration for the promises, financial contributions, and other consideration stated herein, GCCISD agrees to execute the letter of support in the form shown in Exhibit A attached hereto and incorporated herein for all purposes.
2. Contribution.
  - (a) AmeriPort agrees that with respect to each year that all or any portion of the Property is within an activated Foreign-Trade Zone Site on the valuation date for taxation purposes otherwise applicable to personal property inventory held by Property owners located within the Property in the GCCISD, the Property owners will contribute to GCCISD an amount equal to the product of this equation:
    - (i) the Market Value of Exempted Personal Property, times

- (ii) the current year tax rate adopted by GCCISD, or any other taxing entity on behalf of GCCISD,
- (iii) less the amount of additional state aid received by GCCISD solely attributable to the exemption of property under Foreign-Trade Zone status in the COMPLEX or less the amount of additional contribution to the state or another school district that GCCISD would make solely attributable to the exempted personal property due to Foreign-Trade Zone status.

The parties understand that at this time, the school finance system in Texas operates in a manner that subsection 2 (a) (iii) is a meaningful amount of money. The parties contemplate that during the duration of this Agreement, the school finance system of the State of Texas will change. At all times, GCCISD will receive an amount in tax payments and state aid attributable solely to the exemption of Exempt Personal Property located at the Property equal to:

- (i) the Market Value of the Exempted Personal Property, times
  - (ii) the current tax rate adopted by GCCISD or any other taxing unit on behalf of GCCISD.
- (b) Notwithstanding (a) above, it is agreed that, in the first year of this Agreement, the payment to GCCISD will be equal to an amount calculated by the product of this equation:
- (i) the Market value of Exempted Personal Property, times
  - (ii) the current year tax adopted by GCCISD or any other taxing entity on behalf of GCCISD.
- (c) The Market Value of Exempted Personal Property will be computed annually by the Harris County Appraisal District or its successors and provided to the GCCISD as part of the annual certified tax roll. In the event such Market Value of Exempted Personal Property is not provided to GCCISD or GCCISD disputes the calculation of such Market Value of Exempted Personal Property, then GCCISD shall compute such value. AmeriPort agrees to furnish any and all documents and permit such inspections and audits of records by GCCISD to permit GCCISD to calculate such Market Value of Exempted Inventory. Should AmeriPort choose to lease space to others within the Foreign-Trade Zone, then AmeriPort shall require by contract for its tenants to provide to render and report all information necessary for the Harris County Appraisal District or its successor or GCCISD to calculate the amount and value of property subject to the Foreign-Trade Zone exemption.
- (d) Payment is due from AmeriPort to GCCISD on or before February 1 of the year following the year for which payment is being made. Penalties, interest and statutory attorney's fees (collection costs) for late payments shall be the same as that assessed by GCCISD against delinquent taxpayers, pursuant to Texas

Property Tax Code Sections 33.01, 33.07, 33.08 and 33.48, or their successor provisions.

(e)Notwithstanding anything contained in this Agreement to the contrary, the parties agree that if, in the context of any other storage facility seeking a Foreign-Trade Zone designation within the jurisdiction of GCCISD, GCCISD does not require a similar hold-even agreement to that provided by AmeriPort herein, then the contribution formula provided in this Agreement shall be amended to provide AmeriPort with the same terms provided to such other storage facility owner. The provisions of this subsection (e) shall apply only in the case of agreements executed by GCCISD subsequent to the execution of this agreement with AmeriPort. Any agreements previously entered into by GCCISD shall not affect the terms of this agreement.

Upon written request from AmeriPort from time to time, GCCISD will promptly ratify and confirm to AmeriPort in writing that GCCISD has not entered into another agreement providing the more favorable terms to another storage facility owner. And, if at any time GCCISD hereafter enters into an agreement providing more favorable terms to another storage facility owner, GCCISD shall promptly notify AmeriPort of such fact, and deliver to AmeriPort an amendment of this Agreement signed by GCCISD that is consistent with the terms granted to another storage facility owner by GCCISD.

3. Supporting Records. AmeriPort will provide to GCCISD, with its annual contribution, supporting documentation for the calculations used to arrive at the amount of the contribution, including a breakdown of 1) total personal property; 2) total personal property which is not subject to tax because of the federal preemption applicable to Foreign-Trade Zone Site personal property; and 3) personal property held for export. AmeriPort agrees to provide additional supporting documentation upon reasonable request by GCCISD, and agrees to make its inventory and its inventory records available for inspection by GCCISD or its agents during normal business hours upon reasonable request by GCCISD. If AmeriPort fails or refuses to provide the information necessary for GCCISD or the Harris County Appraisal District or its successor to determine the correctness of the calculation of the payment due under this contract, then GCCISD shall be entitled to reimbursement of any expenses, including attorneys fees and expert witness fees, necessary to obtain such information.
4. Change in Law. It is the intent of the parties that this Agreement represents an obligation of AmeriPort to not reduce net tax revenue and not financially harm GCCISD, and, therefore, to contribute to GCCISD each year an amount equal to the difference between (a) tax revenue which would be received by GCCISD from the Property or businesses located on the Property if the Property was not designated as a Foreign-Trade Zone Site, and (b) actual tax revenues paid to GCCISD with respect to Exempted Personal Property reflecting also any changes in state funding as provided in the State Education Code. If during the term of this Agreement, state law applicable to public school district taxation changes, including any modification to business personal property as a source of tax revenue and, as a result AmeriPort's payment obligation under this Agreement no longer

approximates the difference between tax revenue which would be received by GCCISD from AmeriPort or its tenants located in the Foreign-Trade Zone Site and the actual taxes paid by AmeriPort or its tenants on a Foreign-Trade Zone Site inventory, then the parties shall amend this Agreement.

5. Tax Obligation. AmeriPort acknowledges that this Agreement does not affect any other tax obligations of AmeriPort to GCCISD, including those based on real estate or non-exempt personal property.
6. Severability. To the extent permitted by law, a holding by any court that any part or any provision in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Agreement.
7. Non-waiver of Rights. This Agreement may not be amended except in a writing specifically referring to this Agreement and signed by GCCISD and AmeriPort. Any right created under this Agreement may not be waived, except in a writing specifically referring to this Agreement and signed by the party waiving the right.
8. Termination. This Agreement shall remain in effect so long as the Property is designated as a Foreign-Trade Zone Site. AmeriPort shall retain the option to cancel the Foreign-Trade Zone Site designation at any time. In the event that AmeriPort should transfer, sell, convey, lease or otherwise dispose of any of the properties comprising the Property, the agreement and the documents evidencing such transfer, sale, conveyance, lease or disposal shall incorporate and preserve all rights granted to GCCISD under this Agreement and such transfer, sale, conveyance, lease or disposal shall be expressly contingent on compliance by the transferee therein with all the terms, conditions and obligations of this Agreement. Provided, however, should state legislation eliminate business personal property inventory as a source of school district tax revenue, then this Agreement shall become null and void. That further the parties hereto agree that in the event that local ad valorem tax revenues are adversely impacted as a result of AmeriPort's Foreign-Trade Zone Site status and AmeriPort refuses to reimburse GCCISD for such loss of revenue, then AmeriPort's Foreign-Trade Zone Site status is to be revoked.
9. Liquidated Damages. If for any reason AmeriPort should fail to make the payment in lieu of taxes in accordance with paragraph 2 above, the parties agree that the amount of taxes that would have been imposed upon any Exempted Personal Property plus the amount of penalties and interest calculated in accordance with sub-paragraph 2 (d) shall serve as liquidated damages to GCCISD. Further, AmeriPort shall be liable for the reasonable attorney's fees and costs of collection should any action be required in order to compel payment of the liquidated damages from AmeriPort to GCCISD.
10. Notices. Any notice provided or permitted to be given pursuant to this Agreement must be in writing and may served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid, certified mail, with return receipt requested, by fax (with confirmation of receipt), by personal delivery service or nationally recognized

air courier service. For purposes of notice, the addresses of the parties shall be as set forth below.

- 11. Governing Law and Venue. This agreement shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall be in the District Courts of Harris County, Texas.
- 12. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes any prior negotiations, discussions, agreements, and understandings between the parties with respect to the subject matter of this Agreement.

GOOSE CREEK INDEPENDENT SCHOOL DISTRICT      AMERIPORT, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Michael J. Plank  
Title: President

ATTEST:

ATTEST:

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

\_\_\_\_\_

Address for Notice:

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Attn: \_\_\_\_\_

3330 South Sam Houston Parkway East  
Houston, Texas 77047  
Fax No.: (713) 734-5544  
Attn: Michael J. Plank



**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**SCHOOL BOARD AGENDA ITEM SUMMARY**

December 12, 2011

**SUBJECT: CONSIDERATION OF FIRST READING OF REVISED BOARD POLICY CDA (LOCAL); OTHER REVENUES: INVESTMENTS**

**RECOMMENDED ACTION: Approve first reading of revisions to Board policy CDA (Local); Other Revenues: Investments regarding changes.**

**RATIONALE: In accordance with Board Policy CDA (LEGAL); Other Revenues: Investments, at least annually, the Board shall review the investment policy and strategies for the district.**

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

**RESOURCE PERSONNEL: Dr. Toby York  
Mr. Pete Pape  
Ms. Stephanie Wright**

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

AUTHORITY FOR  
CASH MANAGEMENT  
AND INVESTMENT  
PROGRAM

This policy sets forth the investment and strategy guidelines for the investment of funds for the District in order to achieve the District's goals of safety, liquidity, diversification and yield, and to preserve the public trust. This policy serves to satisfy the state statutory requirement to define and adopt a formal investment policy and strategy in accordance with Chapter 2256 of the Government Code. It sets forth policy and procedures to enhance opportunities for prudent investment.

It is the policy of the District that the administration of its funds and the investment of those funds shall be handled as its highest public trust. Investments shall be made in a manner that provides the maximum security of principal through risk management and diversification while meeting the daily cash flow needs of the District and conforming to all applicable state and District statutes.

The receipt of a market rate of return shall be secondary to the requirements for safety and liquidity. The earnings from investment shall be used in a manner that best serves the interests of the District.

DELEGATION OF  
AUTHORITY

In accordance with Chapter 2256 of the Government Code, the responsibility for approving investment policy shall reside with the Board. The executive director of business services and assistant business manager shall be designated as investment officers of the District by Board resolution and shall be responsible for investment decisions and activities under the direction of the Superintendent. In the absence of the executive director of business services and the assistant business manager, the Superintendent shall be designated as the alternate investment officer of the District.

The investment officers of the District shall:

1. Attend at least one training session relating to the investment officer's responsibilities within 12 months after taking office or assuming duties;
2. Attend an investment training session not less than once in a two-year period and receive not less than ten hours of instruction relating to investment responsibilities from an independent source that has been approved by the Board; and
3. Ensure that the training attended includes training on diversification of investment portfolio.

Officers and employees involved in the investment process shall refrain from personal or business activities that could conflict with proper execution of the investment program or that could impair their ability to make impartial investment decisions. Investment officers involved shall disclose in writing to the Board and Texas

Ethics Commission any material financial interest in financial institutions that conduct business with the District or any personal financial or investment positions that could be related to the performance of the District.

PRUDENCE

The standard of prudence to be used in the investment process shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio, rather than a consideration as to the prudence of a single investment.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of the capital, as well as the probable income to be derived.

Investment officers acting in accordance with written procedures and this policy and exercising due diligence shall be relieved of personal liability in the management of the portfolio provided that deviations from expectations for a specific security's credit risk or market price change, or a portfolio shift are reported in a timely manner and that appropriate action is taken to control adverse market affects. The District recognizes that in a diversified portfolio, occasional measured losses are inevitable and must be considered within the context of the entire portfolio.

APPROVED  
INVESTMENT  
INSTRUMENTS

From those investments authorized by law and described further in CDA(LEGAL), and the Act, the Board shall permit investment of District funds in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of the U.S. government, its agencies and instrumentalities excluding mortgage-backed securities, or guaranteed by governmental entities not to exceed two years to stated maturity in the operating and debt service funds and not to exceed three years in bond funds (Government Code 2256.009).
2. Depository Ccertificates of deposit from banks doing business in Texas and not to exceed one year to maturity (Government Code 2256.010) insured or collateralized in accordance with this Policy.
3. Fully collateralized repurchase agreements not to exceed three months to maturity (Government Code 2256.011). Flex repurchase agreements are permitted when used for bond funds and shall be tied to the expenditure schedule of the bonds.

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

4. A1/P1 commercial paper with a maturity not to exceed 90 days and dual rated by two nationally recognized rating agencies (Government Code 2256.013).
5. AAA rated, SEC registered money market mutual funds (Government Code 2256.014).
6. AAA-rated, Constant dollar public funds investment pools as defined by Government Code 2256.016.
7. Obligations of any US state or political subdivisions rated A or better by two nationally recognized rating agencies not to exceed two years to stated maturity. (2256.009(a)(5))
8. Fully FDIC insured brokered certificate of deposit securities from banks in any US state, delivered versus payment into the District's safekeeping depository, not to exceed one year to maturity. Before purchase the Investment Officer or Investment Advisor must verify the FDIC status of the bank on [www.fdic.gov](http://www.fdic.gov) to assure that the bank is FDIC insured.

DELIVERY VERSUS  
PAYMENT

All investment transactions except investment pool funds and mutual funds shall be executed on a delivery versus payment basis.

PORTFOLIO  
STRUCTURE

6-

To meet the investment objectives of the District, the portfolio shall be invested in high credit quality securities to minimize market and volatility risk. Investments shall be scheduled to coincide with the projected cash flow needs. Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 365 days. Debt service funds shall focus on the funding of succeeding debt service requirements before extensions.

The available funds in any fund may be invested for a period of up to two years provided that all short-term cash flow requirements have been met. Bond proceeds can be invested for a period of up to three years provided that the draw-down schedules permit such maturities.

The asset mix of the District's portfolio, except for investments purchased for investment of bond proceeds below, is expressed in terms of maximum commitment so as to allow sufficient flexibility to take advantage of market considerations within the context of this policy.

The maximum percentage limits are as follows:

Market Sector	Maximum Percent of Portfolio
Money Market Accounts	100%
Certificates of Deposit	<u>450%</u>
Maximum by Issuer	<u>150%</u>
<u>Brokered FDIC CDs</u>	<u>15%</u>
U.S. Government Securities	100%
<u>State and local Obligations</u>	<u>25%</u>
Repurchase Agreements	100%
Investment Pools	100%
Maximum Ownership	10%
Money Market Mutual Funds	15%
Maximum Ownership	10%
Commercial Paper	25%
Maximum by Issuer	10%

The District shall not invest all 100 percent of its portfolio in one investment pool. If investment pools are the only investment type being utilized, the money should be subdivided between various pools for diversification and security reasons.

The investment portfolio shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issue, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:

- Within the cash flow requirement constraints, investment maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected that provide stability of income and reasonable liquidity.

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

- Liquidity shall be ensured through practices to ensure that the payroll account and the operating account are covered through maturing investments.
- Risks of market price volatility shall be controlled through maturity diversification so that premiums paid on instruments with maturities approaching one year shall not be greater than coupon interest and investment income received from the investment.

SAFETY AND  
INVESTMENT  
MANAGEMENT

The main goal of the investment program is to ensure its safety and maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

MONITORING MARKET  
PRICES

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant declines-changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, investment and financial advisors, and representatives/advisors of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

FUNDS / STRATEGIES

Investments of the following fund categories shall be consistent with this policy and in accordance with the strategy defined below.

OPERATING FUNDS

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. The maximum weighted average maturity may not exceed 270 days.

TRUST AND  
AGENCY FUNDS

Investment strategies for trust and agency funds shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. The maximum weighted average maturity may not exceed 180 days.

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

DEBT SERVICE FUNDS	Investment strategies for debt service funds shall have as their objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded. The maximum weighted average maturity may not exceed 180 days.
CAPITAL PROJECTS	Investment strategies for capital project funds shall have as their objective sufficient investment liquidity to timely meet capital project obligations. The investments shall be based on expenditure draw-down estimates.
CASH FLOW PROJECTIONS AND STATEMENTS	<p>Cash flow projections shall be prepared for a combination of weekly, monthly, and yearly periods. A receipts and disbursements forecast shall be in the format of a sources and uses of fund statement with individual line items for the major components of that fund.</p> <p>Dramatic variances between the cash flow projection and cash flow statements may provide an early warning of a change in condition.</p>
SAFEKEEPING AND CUSTODY	The District shall be provided and shall retain clearly marked receipts providing proof of the District's ownership of all securities, as well as the pledge of securities for collateral. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
<u>DELIVERY VS PAYMENT</u>	<u>Any collateral custodian will be independent from the pledging bank and shall be responsible for providing directly to the District a monthly report of collateral.</u>
BROKERS / DEALERS	<p>Prior to handling investments on behalf of the District, brokers/dealers must certify in writing to a review of this policy in accordance with law. Representatives of brokers/dealers shall be registered with the Texas State Securities Board and be in good standing with the Financial Industry Regulatory Authority (FINRA).</p> <p>In compliance with Section 2256.05 of the Government Code, a written copy of this investment policy shall be presented to any security broker/dealer, <del>including</del> investment pools and banks seeking to sell to the District. The representative of the firm shall execute the Investment Policy Affidavit shown in Exhibit A to this policy. The Investment Policy Affidavit must contain provisions that require the security broker/dealer to acknowledge that they have:</p> <ol style="list-style-type: none"><li>1. Received and thoroughly reviewed the investment policy of the District; and</li></ol>

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

2. Acknowledged that their firm has implemented reasonable procedures and controls in an effort to preclude investment transactions not authorized by the District's policy.

The investment officers are prohibited from purchasing securities from broker/dealers (including investment pools) who have not delivered to the District an Investment Policy Affidavit. The District investment officers shall annually review and recommend a list of qualified brokers/dealers to the Board for approval.

COMPETITIVE  
BIDDING

A competitive bid process, utilizing a minimum of three verbal bids/offers from authorized institutions shall be used for purchase of all investments.

Records shall be kept of all transactions including documentation of the competitive offers, the transactions accepted, and a brief explanation of the decision made regarding the purchase.

Based on an annual evaluation of transactions, financial institutions shall be dropped from or continued on the eligibility list. The following criteria shall be used in the annual evaluation:

1. Number of transactions competitively won,
2. Prompt and accurate confirmation of transaction,
3. Efficient securities delivery,
4. Accurate market information, and
5. Account servicing.

SOLICITING BIDS FOR  
CD'S

In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

COLLATERAL  
~~TIME AND DEMAND~~  
~~BANK DEPOSITS~~  
~~PLEGGED~~  
~~COLLATERAL~~

Collateralization is required on all bank time and demand deposits over the applicable FDIC insurance coverage. All securities pledged to the District for the deposits shall be held by an independent third-party institution outside the holding company of the pledging bank.

In order to anticipate market changes and provide a level of additional security for all funds, the market value of the collateral ~~will~~ shall be maintained at 102 percent of total principal and accrued interest and 110 percent for MBS securities. The depository ~~will~~ shall be contractually liable for monitoring and maintaining the collateral and margins at all times. The ~~depository or custodian~~ ~~will~~ shall provide monthly reports to the District detailing the collateral and including current market values. Any collateral custodian will

be independent from the pledging bank and shall be responsible for providing directly to the District a monthly report of collateral.

Collateral ~~will~~shall be pledged under the terms of a written tri-party depository agreement executed under the terms of the Financial Institutions Resource and Recovery Enforcement Act (if the custodian is the Federal Reserve, the District shall execute a Circular 7 form). The agreement ~~will~~shall be approved by resolution of the bank's board or loan committee.

Acceptable collateral shall include only:

- -obligations of the U.S. government, its agencies and instrumentalities, including mortgage-backed securities passing the bank test, or
- State or municipal obligations rated no less than A by two nationally recognized rating agencies.

If a pooled collateral program is offered by any depository, the investment officers will complete an analysis to determine the cost efficiency and risk presented by the program. The Board must approve a pooled collateral program before it may be used by the District.

REPURCHASE  
AGREEMENTS  
OWNED  
COLLATERAL

Collateral under a repurchase agreement is owned by the District. It shall be held by an independent third-party safekeeping agent approved by the District under an executed ~~bBond mMarket~~ Association mMaster reRepurchase aAgreement. Collateral with a market value totaling 102 percent of the principal and accrued interest is required and the counter-party is responsible for the monitoring and maintaining of collateral and margins at all times.

REPORTING

The investment officer shall submit quarterly reports to the Board in accordance with Chapter 2256 of the Government Code and containing sufficient information to permit an informed outside reader to evaluate the performance of the investment program.

The quarterly report, as required by law, shall be prepared and signed by the District's investment officers.

INTEREST RATE RISK

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use stated final maturity dates and weighted-average-maturity limits as well as diversification in all portfolio decision making.

The District shall monitor interest rate risk using weighted average maturity and specific investment identification.

INTERNAL CONTROLS

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

MONITORING FDIC  
STATUS

The Investment Officer or Investment Adviser shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by the District based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer or Adviser shall immediately liquidate any brokered CD which places the District above the FDIC insurance level.

MONITORING CREDIT  
RATINGS

The Investment Officer or Investment Adviser shall monitor, on no less than a weekly bases, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Adviser shall inform the Investment Officer who shall notify the Superintendent of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available.

POLICY ADOPTION

The policy shall be reviewed and adopted by the Board on no less than an annual basis. Any changes made to the policy shall be reflected in the adopting resolution.

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

December 12, 2011

**SUBJECT: CONSIDERATION OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN J.P. MORGAN CHASE BANK, N.A. AND GOOSE CREEK CISD**

**RECOMMENDED ACTION:** Approve the Memorandum of Understanding for Goose Creek CISD's execution of the standard domestic custody agreement requested by J.P. Morgan Chase Bank.

**RATIONALE:** Execute the Memorandum of Understanding to enable the custody conversion of Goose Creek CISD's existing custody account with J.P. Morgan Chase Bank and to allow the district to continue transacting on the custody account.

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

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

MEMORANDUM OF UNDERSTANDING

Date: \_\_\_\_\_, 2011

This will serve as a Memorandum of Understanding between JPMORGAN CHASE BANK, N.A. ("J.P. Morgan") and Goose Creek Consolidated Independent School District (the "Customer"), relating to the Customer's execution of the standard domestic custody agreement requested by J.P. Morgan ("Standard Agreement").

1. J.P. Morgan and the Customer will execute the Standard Agreement prior to December 15<sup>th</sup> 2011 to enable the custody conversion of the Customer's existing custody account with J.P. Morgan and to allow the Customer to continue transacting on the custody account.
2. The parties confirm their intention to negotiate in good faith to amend and restate the Standard Agreement, subsequent to the execution of the Standard Agreement.
3. The parties acknowledge that any amendment and restatement must be in writing and signed by duly authorized representatives of the parties.
4. The parties acknowledge and agree that, if they are unable to agree on the terms and conditions of the amendment and restatement of the Standard Agreement within 90 days of executing the Standard Agreement, the Customer may terminate the Standard Agreement by giving J.P. Morgan a 60-day advance written notice and exit instructions, without any early termination penalty fee and notwithstanding any contrary termination provision in the Standard Agreement.

This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**JPMORGAN CHASE BANK, N.A.**

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

Name:

Title:

**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

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

Name:

Title:

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

**December 12, 2011**

**SUBJECT: CONSIDERATION OF CONVEYANCE OF PROPERTY TO HARRIS COUNTY**

**RECOMMENDED ACTION:** Approve our recommendation to donate by conveyance the attached described property by special warranty deed to Harris County for the expansion of Wallisville Road to five lanes from Garth Road to North Main Street.

**RATIONALE:** This conveyance of property will provide the County needed right-of-way for a detention pond needed for the expansion of Garth Rd. and provide the District better access into and out of Goose Creek Memorial High School.

**BUDGET PROVISIONS:** None

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

Wallisville Road - 2, Tract 011 DP B, td

**SPECIAL WARRANTY DEED**

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

That, **Goose Creek Consolidated Independent School District**, hereinafter known as Grantor, for and in consideration of the sum of Ten AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, to Grantor in hand paid by the County of Harris, receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does hereinafter known as Grantee, GRANT, SELL and CONVEY unto the said **County of Harris**, a body corporate and politic under the laws of the State of Texas, all that certain tract or parcel of land situate in the County of Harris, State of Texas, described as follows, to-wit:

**0.844 acres of land situated in the George Ellis Survey, Abstract No. 21, Harris County, Texas, said 0.844 acres of land more or less being more particularly described in Exhibit "A" attached hereto and made a part hereof. It is expressly understood and agreed that Grantor reserves and excepts from this conveyance and grants, for Grantor, successor and assigns, all oil, gas and other minerals on, in and under all of the land described in this deed.**

This conveyance is subject to all easements, restrictions and reservations of record in the County Clerk's Official Public Records of Real Property of Harris County, which affect the property herein conveyed, to the extent they are valid and subsisting and are enforceable against the Goose Creek Consolidated Independent School District.

This conveyance is also made and accepted subject to all matters filed for public record validly affecting title to the Property (the "Permitted Encumbrances").

GRANTOR HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, OR WHETHER ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, HABITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY. GRANTEE HAS NOT RELIED UPON AND IS NOT RELYING UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION, WARRANTY, STATEMENT, ASSERTION OR NON-ASSERTION OF GRANTOR OR ANY AGENT OF GRANTOR. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS IN TAKING TITLE TO THE PROPERTY. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMED NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND HAS RELIED UPON SAME. GRANTEE ASSUMES THE

RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS ACCEPTING THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE FOREGOING PROVISIONS WERE MATERIAL FACTORS IN THE DETERMINATION OF THE PURCHASE PRICE FOR THE PROPERTY.

This Special Warranty Deed and the conveyance hereinabove set forth is further subject to the further covenant, consideration and condition that the following restrictions shall in all things be observed, followed, and complied with:

(a) The Property, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.

(b) The property, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction of learning, study, or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage a dual school system.

These restrictions and conditions shall be binding upon Grantee and its successors and assigns for a period of fifty (50) years from the date thereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any persons, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation, hereafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of Grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and
- (3) As to either or both of the restrictions set out in (a) and (b) above, the United States of America, as plaintiff, and the American G.I. Forum, the League of United Latin American Citizens, and the National Association for the Advancement of Colored People, as intervenors, in *U.S. v. Texas*, Civil Action No. 5281, Tyler Division, U.S. District Court, Eastern District of Texas; reported in *U.S. v. Texas*, 321 F.Supp. 1043 (E.D. Texas 1970); *U.S. v. Texas*, 320 F.Supp. 235 (E.D. Tex. 1971); *aff'd with modifications sub nom, U.S. v. Texas and J.W. Edgar, et al*, 447 F.2d 441 (5<sup>th</sup> Cir. 1970); *stay den. Sub nom. Edgar v. U.S.*, 404 U.S. 1206 (1971); *cert den.* 404 U.S. 1016 (1972).

It is further covenanted, that in case of a violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (A) To enforce either or both of such restrictions relating to the use of the Property;
- (B) To abate or prevent violations or either or both of such restrictions; and
- (C) To recover damages for a breach of either or both of such restrictions.

It is further covenanted, that if any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, if the Court finds that the proceedings were necessary to bring about compliance therewith.

Except as specifically stated herein, Grantor hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present or future, of, as, to, or concerning (i) the nature and condition of the Property, for any and all activities and uses which Grantee may elect to conduct thereon or any improvements Grantee may elect to construct thereon, income to be derived there from or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) the manner of construction and condition and state of repair or lack of repair of any improvements located thereon; (iii) except for any warranties contained herein, the nature and extent of any easement, right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iv) the compliance of the Property or the operation of the Property with any laws, rules, ordinances, or regulations of any government or other body.

Grantor conveys the property without any warranty as to condition or environmental hazard. Grantor shall not be responsible for or liable to Grantee for any construction defects, errors, omissions, or any other conditions affecting the property.

TO HAVE AND TO HOLD the conveyed interest in the property described to Grantee, together with the rights and appurtenances lawfully accompanying it, to the Grantee and the Grantee's successors and assigns forever. Grantor binds itself and its successors and assigns to warrant and forever defend the property against every person lawfully claiming or to claim all or any part of the property by, through, or under the Grantor **but not** otherwise.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**Goose Creek Consolidated Independent School District**

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

\_\_\_\_\_  
**Print or type name and title**



**EXHIBIT "A"**

September 7, 2011  
Parcel No. 11DP-B  
Page 1 of 2

Exhibit \_\_\_\_\_

**PROPERTY DESCRIPTION FOR PARCEL No.11DP-B**

Being a 36,773 square feet (0.844 acre) parcel of land out of that 60.0513 acre tract of land conveyed to Goose Creek Consolidated Independent School District on November 10, 2003, by BEVERLY SANSOM and husband DENNIS SANSOM, BEVERLY SANSOM as Custodian for STEPHEN ANDREW SANSOM under the Texas Uniform Transfer to Minors Act, BEVERLY SANSOM as Custodian for JONATHAN DAVID SANSOM under the Texas Uniform Transfer to Minors Act, ROYAL D. BURNSIDE, III, and wife, LOIS GINGER BURNSIDE, ROYAL D. BURNSIDE, III, as Custodian for HALEY BETH BURNSIDE under the Texas Uniform Transfer to Minors Act, and ROYAL D. BURNSIDE, III as Custodian for BEN EDWARD BURNSIDE under the Texas Uniform Transfer to Minors Act, recorded under Clerk's File No. X179591, Harris County Official Records of Real Property (H.C.O.P.R.R.P.), same being situated in the George Ellis Survey, A-21, Baytown, Harris County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8 inch iron rod (capped "2634") (Grid: N=13,868,871.27, E=3,245,145.69) set to mark the southwesterly corner of the herein described tract, said point being in the common line between said 60.0513 acre tract of land and that 59.9487 acre tract of land conveyed from Royal D. Burnside Jr. to BEVERLY SANSOM, individually and as custodian for Stephen Andrew Sansom and Jonathan David Sansom, Minors, and Husband DENNIS SANSOM, ROYAL D. BURNSIDE, III, individually and as custodian for Ben Edward Burnside and Haley Beth Burnside, Minors, and wife LOIS GINGER BURNSIDE, recorded under Clerk's File Nos.:

To Beverly Sansom by deeds:

C.F. No. K164705, H.C.O.P.R.R.P., August 20, 1985;

C.F. No. K262659, H.C.O.P.R.R.P., October 25, 1985;

To Beverly Sansom and her husband, Dennis Sansom by deeds:

C.F. No. N458880, H.C.O.P.R.R.P., December 19, 1991;

C.F. No. S645095, H.C.O.P.R.R.P., September 17, 1997;

C.F. No. U127927, H.C.O.P.R.R.P., January 12, 2000;

To Beverly Sansom as custodian for Stephen Andrew Sansom by deeds:

C.F. No. U130300, H.C.O.P.R.R.P., December 16, 1999;

C.F. No. U173246, H.C.O.P.R.R.P., January 12, 2000;

To Beverly Sansom as custodian for Jonathan David Sansom by deeds:

C.F. No. U130301, H.C.O.P.R.R.P., December 16, 1999;

C.F. No. U173245, H.C.O.P.R.R.P., January 12, 2000;

To Royal D. Burnside, III by deeds:

C.F. No. K164706, H.C.O.P.R.R.P., August 20, 1985;

C.F. No. K262660, H.C.O.P.R.R.P., October 25, 1985;

To Royal D. Burnside, III, et ux. by deeds:

C.F. No. N458881, H.C.O.P.R.R.P., December 19, 1991;

C.F. No. S645094, H.C.O.P.R.R.P., February 10, 1998;

C.F. No. S855315, H.C.O.P.R.R.P., December 19, 1991;

C.F. No. U127928, H.C.O.P.R.R.P., December 15, 1999;

C.F. No. U173241, H.C.O.P.R.R.P., January 12, 2000;

Exhibit \_\_\_\_\_

To Royal D. Burnside, III, as custodian for Haley Beth Burnside by deeds:

C.F. No. U130298, H.C.O.P.R.R.P., December 16, 1999;

C.F. No. U173244, H.C.O.P.R.R.P., January 12, 2000;

To Royal D. Burnside, III, as custodian for Ben Edward Burnside by deeds:

C.F. No. U130299, H.C.O.P.R.R.P., December 16, 1999;

C.F. No. U173243, H.C.O.P.R.R.P., January 12, 2000;

said point being the northwesterly corner of a 20 foot widening tract of land dedicated by plat of G.C.C.I.S.D. New High School recorded under Film Code No. 627111, Harris County Map Records, and same being in the northerly line of Wallisville Road (80 feet wide, said 80 feet being comprised from north to south of that 20 foot strip dedicated by plat under Film Code No. 627111, Harris County Map Records, a 30 foot strip conveyed from Nicholas A. Johnson to Harris County, Texas on August 1, 1913 per Volume 307, Page 329, H.C.D.R., and an apparent unrecorded Harris County right-of-way, 30 feet wide;

- 1) THENCE, NORTH 12°23'05" WEST, 264.93 feet along the common line between said 60.0513 and 59.9487 acre tracts to a 5/8 inch iron rod (capped "2634") set for the northwesterly corner of the herein described tract;
- 2) THENCE, NORTH 77°36'55" EAST, 138.68 feet to a 5/8 inch iron rod (capped "2634") set for the northeasterly corner of the herein described tract;
- 3) THENCE, SOUTH 12°23'05" EAST, 265.39 feet to a 5/8 inch iron rod (capped "2634") set for the southeasterly corner of the herein described tract, said point being in the northerly line of Wallisville Road (80 feet wide);
- 4) THENCE, SOUTH 77°48'26" WEST, 138.68 feet along the northerly line of Wallisville Road (80 feet wide) to the POINT OF BEGINNING.

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

A survey plat of even date accompanies this document.

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

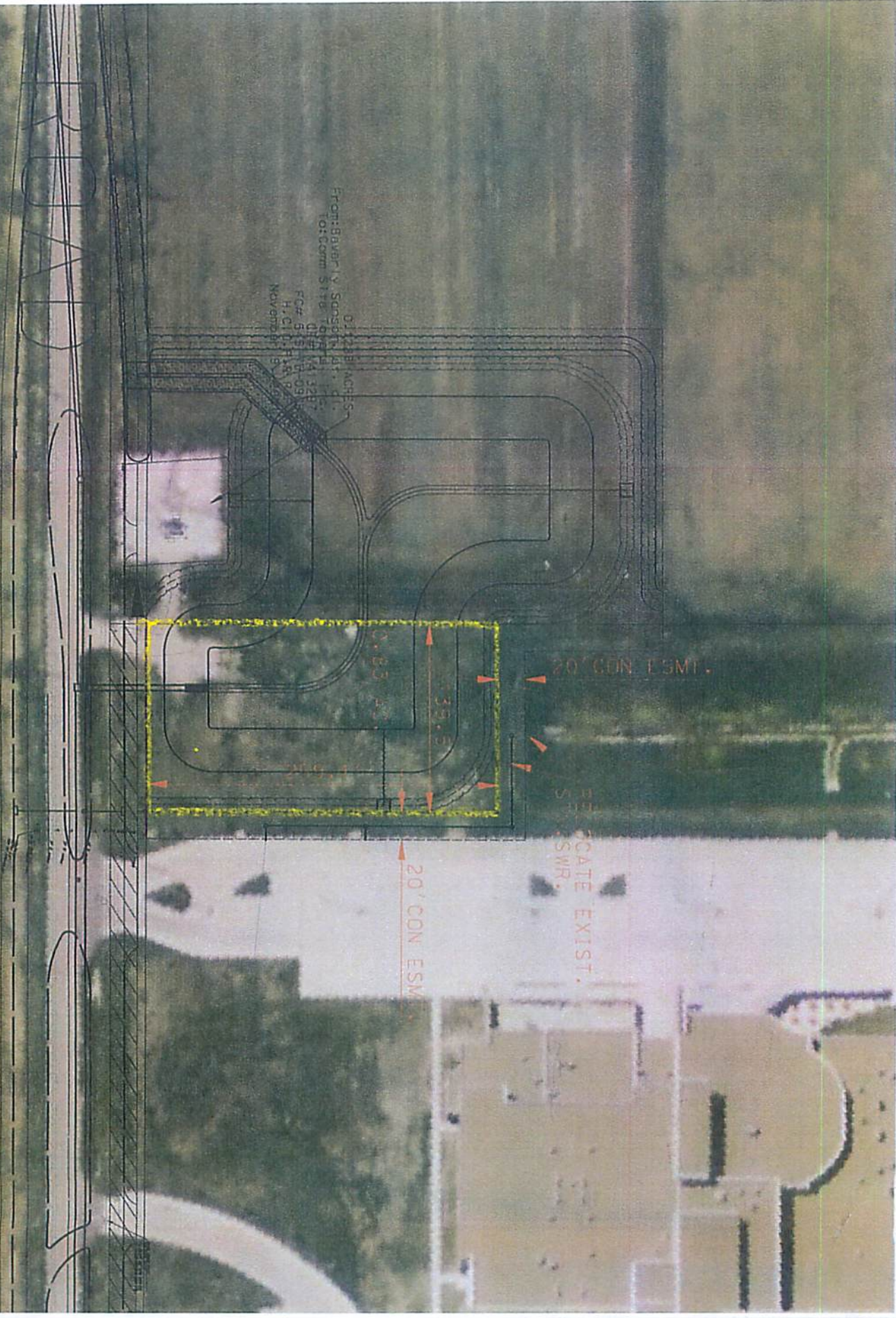


*John J. Rodriguez*  
\_\_\_\_\_  
John J. Rodriguez, R.P.L.S.  
Texas Registration 2634

9/7/11  
\_\_\_\_\_  
Date







**SCHOOL BOARD AGENDA ITEM SUMMARY**

December 12, 2011

**SUBJECT: CONSIDERATION OF DONATION FROM GREG DEL FATTI**

**RECOMMENDED ACTION:** Accept the donation from Greg Del Fatti in the amount of \$15,780.00. Each school will receive between \$100 and \$1500 depending on their campus budget this year as well as overall need.

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

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

**RESOURCE PERSONNEL:** Dr. Toby York

ng

Greg Del Fatti from Del Fatti Book Company is retiring and would like to donate 1052 books to GCCISD libraries. The books are sales models that were used as demonstration books at book shows. Many titles are brand new. The estimated cost of each book is \$15.00. Each school will receive between \$100 and \$1500 depending on their campus budget this year as well as overall need. These books will be used to supplement our existing book collections.

High School Donation- Non-Fiction and Fiction Selections

Goose Creek Memorial	80 titles**	1200.00
Lee	90 titles	1350.00
<u>Sterling</u>	<u>95 titles</u>	<u>1425.00</u>
Total	265	3975.00

Middle School Donation- Non-Fiction and Fiction Selections

Baytown Junior	52 titles	780.00
Cedar Bayou	52 titles	780.00
Gentry	52 titles	780.00
Highlands	52 titles	780.00
<u>Horace Mann</u>	<u>49 titles</u>	<u>735.00</u>
Total	257	3855.00

Elementary School Donation- Non-Fiction, Fiction, and ESL Selections

Alamo	43 ESL	645.00
Ashbel Smith	30 titles	450.00
Bowie	100 titles *	1500.00
Carver	30 titles	450.00
Crockett	60 titles*	900.00
DeZavala	30 titles	450.00
Harlem	43 ESL	645.00
Highlands	30 titles	450.00
Hopper	14 titles	210.00
Lamar	30 titles	450.00
San Jacinto	30 titles	450.00
SFA	30 titles	450.00
Travis	30 titles	450.00
<u>Victoria Walker</u>	<u>30 titles</u>	<u>450.00</u>
Total	530	7950.00

Grand Total                      1052 titles                      15,780.00

\*Extra allotments because of reduced campus budgets this year

\*\*Newer collection- reduced number of titles

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

December 12, 2011

**SUBJECT: CONSIDERATION OF RENEWAL OF COMPETITIVE SEALED PROPOSAL (CSP) #111009-1 FOR GENERAL CARPENTRY CONTRACTOR SERVICES**

**RECOMMENDED ACTION:** Approve to renew for one (1) additional year the General Carpentry Contractor Services contract awarded to Chatham Construction Company as primary vendor and Primetime Resources as secondary vendor.

**RATIONALE:** To provide established pricing for the best value and quality in craftsmanship for repairs required throughout the district.

**BUDGET PROVISIONS/ACTION REQUIRED:** 2011 – 2012 Budget

**RESOURCE PERSONNEL:** Dr. Toby York  
Dr. Byron Terrier  
Mr. Pete Pape  
Mr. David Fluker  
Mr. Ron Loveless

**SCHOOL BOARD AGENDA ITEM SUMMARY**

December 12, 2011

**SUBJECT: CONSIDERATION OF RENEWAL OF COMPETITIVE SEALED PROPOSAL (CSP) #121009-4 FOR SOLID WASTE MANAGEMENT**

**RECOMMENDATION:** Approve the renewal of Hotchkiss Disposal Services as primary vendor for Solid Waste Management Services.

**RATIONALE:** This contract will provide pricing for the collection and removal of solid waste from all district locations.

**BUDGET PROVISIONS/ACTION REQUIRED:** 2011 – 2012 Budget

**RESOURCE PERSONNEL:** Dr. Toby York  
Dr. Byron Terrier  
Mr. Pete Pape  
Mr. David Fluker  
Mr. Herb Minyard  
Mr. Ron Loveless

**SCHOOL BOARD AGENDA ITEM SUMMARY**

December 12, 2011

**SUBJECT: CONSIDERATION OF TAX REFUND**

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

**RATIONALE:** The Property Tax Code requires the governing body of a political subdivision to approve all refunds over \$ 5,000.00 made under Section 31.11 of Tax Code.

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

**RESOURCE PERSONNEL:** Dr. Toby York  
Ms. Charlene Piggott

**SECTION 31.11 REFUND**

**December 12, 2011**

<i>Name</i>	<i>Account#</i>	<i>Reason</i>	<i>Amount_</i>
AT&T MOBILITY LLC	2020308	OVERPAYMENT	\$27,693.36
		TOTAL	\$27,693.36

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

**SCHOOL BOARD AGENDA ITEM SUMMARY**

December 12, 2011

**SUBJECT: CONSIDERATION OF BUDGET AMENDMENT**

**RECOMMENDED ACTION:** Approve Amendment No. 6 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

**Goose Creek Consolidated Independent School District  
 Estimated Total General Fund Balance  
 As of December 12, 2011**

<b>Unaudited General Fund Balance as of August 31, 2011 (net of inventory and prepaid items)</b>	<b>\$77,345,365</b>
General Fund Balance Designations at August 31, 2010:	
Disaster Recovery	<u>(\$5,500,000)</u>
General Fund Balance Designations 2010-2011:	
Construction	<u>(\$5,000,000)</u>
	<u>(\$10,500,000)</u>
<b>Unaudited General Fund Balance less General Fund Designations as of August 31, 2011</b>	<b><u>66,845,365</u></b>
<b><u>Fund Balance Budget Amendments</u></b>	
09/28/11   #2   Complete Projects from Fiscal Year 2010-2011	(854,626)
10/24/2011 #4   Purchase Order Roll-forward	(607,136)
<b>Total Change in Fund Balance</b>	<b><u>(\$1,461,762)</u></b>
<b>Current Estimated General Fund Balance</b>	<b><u><u>\$65,383,603</u></u></b>

**BUDGET AMENDMENT**

**Amendment No. 6  
Debt Service Fund  
Fund No. 516  
Debt Service Fund**


**REVENUE INCREASE**

<b>BUDGET</b>	<b>TITLE</b>	<b>Adjusted Amount</b>	<b>Requested Change</b>	<b>Amended Amount</b>
516-00-7911-00-000-2-99-000	Issuance of Bonds	\$ -	\$ 9,890,000	\$ 9,890,000
516-00-7916-00-000-2-99-000	Net Premium on Issuance of Bonds	-	995,992	995,992
516-00-7917-00-000-2-99-000	Prepaid Interest on Issuance of Bonds	-	29,280	29,280
		<u>\$ -</u>	<u>\$ 10,915,272</u>	<u>\$ 10,915,272</u>

**APPROPRIATIONS INCREASE**

<b>BUDGET</b>	<b>TITLE</b>	<b>Adjusted Amount</b>	<b>Requested Change</b>	<b>Amended Amount</b>
516-00-8940-00-000-2-99-000	Payment to Escrow Agent	\$ -	\$ 10,731,248	\$ 10,731,248
516-71-6599-00-999-2-99-000	Issuance Costs	-	154,744	154,744
516-71-6521-00-732-2-99-003	Interest Expense	-	29,280	29,280
		<u>\$ -</u>	<u>\$ 10,915,272</u>	<u>\$ 10,915,272</u>

This amendment to increase revenues and appropriations \$10,915,272 in the District's Debt Service Fund is requested by Pete Pape, Chief Financial Officer, to incorporate into the district's books and records funds for the Series 2011 Unlimited Tax Refunding Bonds.

  
\_\_\_\_\_  
Signature

**SCHOOL BOARD AGENDA ITEM SUMMARY**

December 12, 2011

**SUBJECT: CONSIDERATION OF REPORT ON BOARD TRAINING  
CREDIT HOURS**

**RECOMMENDED ACTION:** This report is for information only. The number of training hours Board members have earned must be read into the record at the Board Meeting.

**RATIONALE:** In accordance with **House Bill 2563**, each school board must reflect in the official minutes of the meeting whether each board member has fulfilled training required to be completed as of that meeting date.

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

**RESOURCE PERSONNEL:** Dr. Toby York

**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
Baytown, Texas**

December 12, 2011

**2011 BOARD TRAINING**

BOARD MEMBER	TIER 1 HOURS	TIER 2 HOURS	TIER 3 HOURS	TOTAL HOURS
	(Texas Education Code)	Team-Building	Continuing Education	
Jenice Coffey	3.0	3.0	19.50	21.50
Howard Sampson	2.0	3.0	20.50	25.50
Carl Burg	2.0	3.0	16.50	21.50
Jimmy Smith	3.0	3.0	15.50	21.50
Daniel Blackford	3.0	3.0	20.25	26.25
Agustin Loreda	2.0	0.0	10.50	12.50
Ken Martin	2.0	3.0	25.25	30.25

- TIER I: Three hours in the Texas Education Code (TEC) for newly-elected or appointed Board members.  
Two hours in Update to Texas Education Code (TEC) for Board Members in subsequent years of service.
- TIER II: Three to six hours in Team-Building Skills.
- TIER III: Ten hours in Continuing Education for new Board members. Five hours in Continuing Education for Board members in subsequent years of service.

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

## CLOSED MEETING

### 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**

December 12, 2011

**SUBJECT: CONSIDERATION OF PERSONNEL ACTION**

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

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

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

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

/jr

**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

Office of the Superintendent  
Baytown, Texas

December 12 2011

**RESIGNATION**

1. **Mercedes Paul-Green**, computer technology teacher at Cedar Bayou Junior School, resigned effective November 29, 2011. Mrs. Paul-Green resigned for personal reasons.