



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**DATE, TIME, LOCATION: MONDAY, DECEMBER 14, 2009, 6:30 PM
REGULAR MEETING OF THE BOARD OF TRUSTEES
ADMINISTRATION BUILDING BOARD ROOM
4544 INTERSTATE 10, BAYTOWN, TEXAS**

AGENDA

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7. ADJOURNMENT

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

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



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BYRON P. TERRIER
ASSISTANT SUPERINTENDENT
ADMINISTRATIVE SERVICES

December 14, 2009

TO: DR. TOBY YORK
FROM: BYRON TERRIER
SUBJECT: OPENING EXERCISES FOR DECEMBER 14, 2009, BOARD MEETING

The opening exercises for the December 14, 2009, Board Meeting will be given by the students of Hopper Primary School.

The pledges will be led by Nathan Loose and McChaela Trojna.

Students will sing "United We Stand" from the winter musical "The Unity Tree" by Teresa Jennings. Students participating are: Myrea-Belen Avila, Michael Binderup, Payton Keyes, Kaitlynn Kratky, Melaghan Lentini-Cochran, Nathan Loose, Ty McAlister, Christabel Suarez, and McChaela Trojna.

The students are under the direction of teacher Ms. Teresa Grayshaw and principal Ms. Karen Thomas.

/rn

**RECOGNITIONS
AND
ACKNOWLEDGEMENTS**



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BYRON P. TERRIER
ASSISTANT SUPERINTENDENT
ADMINISTRATIVE SERVICES

December 14, 2009

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

The College Board, in recognition of their exceptional achievement on the college-level Advanced Placement (AP) Examinations, has named 37 of our Goose Creek students as AP Scholars.

Students take AP Exams in May after completing challenging college-level courses at their high schools. The College Board recognizes several levels of achievement based on the number of yearlong courses and exams (or their equivalent semester-long courses and exams):

AP Scholar with Distinction Award- students earned an average grade of at least 3.5 on all AP Exams and grades of 3 or higher on five or more of these exams.

ROBERT E. LEE HIGH SCHOOL

David Harding *Erik Lord* *Celeste Trejo*

ROSS S. STERLING HIGH SCHOOL

Robert Dippel *Coleton Mayo* *William Chad Whitley*

AP Scholar with Honor Award- students earned an average grade of at least 3.25 on all AP Exams and grades of 3 or higher on four or more of these exams.

GOOSE CREEK MEMORIAL HIGH SCHOOL

Sunayana Yadav

ROBERT E. LEE HIGH SCHOOL

Jaquelyn Gonzalez *Steven Hutzley*

AP Scholar with Honor Award (cont)

ROSS S. STERLING HIGH SCHOOL

Jared Kennedy

Shannon Sator

David Thomson

AP Scholar Award- students qualified by completing three or more AP Exams, with grades of 3 or higher.

GOOSE CREEK MEMORIAL HIGH SCHOOL

Tannya Singh

ROBERT E. LEE HIGH SCHOOL

William Alsdorf

Jacob Beckham

Daniel Berkowitz

Nathan Harman

Tania Kolarik

Alfredo Lugo

Sergio Mendoza

Laura Morgan

Marlene Ochoa

Lauren Pahos

Carol Spence

Terre Thomas

Keith Thompson

Mary Waldie

Randall White

ROSS S. STERLING HIGH SCHOOL

Laura Aguilar

Corey Cunningham

Blaine Dickey

Rachel Freeman

Jared Lee

Thomas Martir

Callie Parish

Preston Sabom

Austin Shaver

/rn



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

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

November 4, 2009

TO: Dr. Toby York
FROM: David Yannotta
SUBJECT: 2009 Gold Performance Acknowledgment

The district’s updated 2009 “Accountability Data Tables” were posted on the secure TEASE website on Wednesday, November 4, 2009. The updated data tables include “Gold Performance Acknowledgment (GPA)” information. The district’s data tables indicate 18 campuses earned Gold Performance Acknowledgment on one or more indicators in 2009. These figures compare to 2008 figures. In 2008, 18 campuses also received Gold Performance Acknowledgment. Of the 18 2009 campuses earning acknowledgment, 9 received acknowledgment on multiple indicators.

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 was one new GPA indicator added to the 2009 accountability system. The new indicator is the “College-Ready Graduates” indicator. 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 2008 is evaluated for 2009 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



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

DAVID YANNOTTA, DIRECTOR STUDENT ASSESSMENTS AND ACCOUNTABILITY

In addition to the inclusion of the College-Ready indicator, the standards for nine GPA indicators increased as compared to 2008 standards. The indicators with increased standards are listed below with a 2008 and 2009 comparison.

Indicator	2008	2009
Advanced Course/Dual Enrollment Completion	25%	30%
Commended Performance: Reading/English Language Arts	25%	30%
Commended Performance: Mathematics	25%	30%
Commended Performance: Writing	25%	30%
Commended Performance: Science	25%	30%
Commended Performance: Social Studies	25%	30%
Recommended High School Program/Distinguished Achievement Program	80%	85%
Texas Success Initiative (TSI) – Higher Education Readiness Component: English Language Arts	55%	60%
Texas Success Initiative (TSI) – Higher Education Readiness Component: Mathematics	55%	60%

A more detailed description and summary of each GPA indicator can be found on the attached *Table 9* from the 2009 Accountability Manual.

Comparable Improvement is a measure that calculates how student performance on the TAKS test has changed (grown) from one year to the next. A campus that earns GPA for Comparable Improvement has an average Texas Growth Index (TGI) that falls within the top quartile (25%) of its 40 member campus comparison group. The TGI is an estimate of a student's growth on TAKS, over two consecutive years (in consecutive grades). Student-level TGI values are calculated first. Then all student-level TGI'S are averaged to determine a campus level TGI.

A *Gold Performance Acknowledgment Summary (2009)* chart is attached and provides a detailed summary of the 18 GCCISD campuses earning Gold Performance Acknowledgement in 2009. A *Gold Performance Acknowledgment Six Year Comparison* chart is also attached.

GOLD PERFORMANCE ACKNOWLEDGMENT SUMMARY (2009)

Campus	Gold Performance Acknowledgment	Acknowledgment Standard	Student Group Performance (%)				
			All	AA	H	W	ED
Lee H.S.	Comparable Improvement: Reading/ELA	Top quartile of comparison group	Q1	N/A	N/A	N/A	N/A
Sterling H.S.	Comparable Improvement: Reading/ELA	Top quartile of comparison group	Q1	N/A	N/A	N/A	N/A
Cedar Bayou Jr.	Comparable Improvement: Math	Top quartile of comparison group	Q1	N/A	N/A	N/A	N/A
Gentry Jr.	Commended Performance: Reading/ELA	30% or more Commended	46	41	44	51	40
	Commended Performance: Writing	30% or more Commended	46	37	43	53	35
	Commended Performance: Social Studies	30% or more Commended	45	36	40	58	34
	Comparable Improvement: Reading/ELA	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
Highlands Jr.	Commended Performance: Reading/ELA	30% or more Commended	41	40	35	46	35
	Commended Performance: Writing	30% or more Commended	43	43	41	45	36
	Commended Performance: Social Studies	30% or more Commended	49	41	41	61	40
	Comparable Improvement: Reading/ELA	Top quartile of comparison group	Q1	N/A	N/A	N/A	N/A
Horace Mann	Comparable Improvement: Reading/ELA	Top quartile of comparison group	Q1	N/A	N/A	N/A	N/A
Alamo	Commended Performance: Science	30% or more Commended	55	***	52	***	48
Ashbel Smith	Commended Performance: Math	30% or more Commended	31	***	32	***	30
	Commended Performance: Science	30% or more Commended	43	***	40	***	44
Austin	Commended Performance: Math	30% or more Commended	55	32	45	64	38
	Commended Performance: Writing	30% or more Commended	53	***	49	58	***
	Commended Performance: Science	30% or more Commended	62	***	38	75	47
Carver	Commended Performance: Math	30% or more Commended	36	36	36	***	34
Crockett	Commended Performance: Math	30% or more Commended	43	***	35	61	34
	Commended Performance: Writing	30% or more Commended	43	***	49	***	42
	Commended Performance: Science	30% or more Commended	49	***	36	***	40
	Comparable Improvement: Reading/ELA	Top quartile of comparison group	Q1	N/A	N/A	N/A	N/A
De Zavala	Commended Performance: Reading/ELA	30% or more Commended	37	33	32	44	30
	Commended Performance: Math	30% or more Commended	44	33	41	50	38
	Commended Performance: Writing	30% or more Commended	42	***	40	***	38
	Commended Performance: Science	30% or more Commended	43	***	43	***	33
	Comparable Improvement: Reading/ELA	Top quartile of comparison group	Q1	N/A	N/A	N/A	N/A
Harlem	Commended Performance: Math	30% or more Commended	41	37	34	57	35
	Commended Performance: Science	30% or more Commended	42	34	38	***	35
Highlands El.	Commended Performance: Math	30% or more Commended	47	***	46	51	42
	Commended Performance: Science	30% or more Commended	41	***	38	47	39
Lamar	Commended Performance: Math	30% or more Commended	31	***	33	***	30
Pumphrey	Commended Performance: Science	30% or more Commended	34	***	45	***	30
San Jacinto	Commended Performance: Writing	30% or more Commended	45	***	42	***	43
Travis	Commended Performance: Math	30% or more Commended	47	***	43	60	39
	Commended Performance: Science	30% or more Commended	50	***	40	***	40

Q1 = Top Quartile
All: All Students

NA = Student Group is Not Evaluated for the Indicator
AA: African American H: Hispanic

*** = Minimum Size Requirement was not met
ED: Economically Disadvantaged

Table 9: Gold Performance Acknowledgment Standards for 2009

Indicator	Description	Standard (changes for 2009 in bold)	Year of Data
Advanced Course/Dual Enrollment Completion	Percent of 9 th -12 th graders completing and receiving credit for at least one Advanced/Dual Enrollment Course	30.0% or more**	2007-08
AP / IB Results	Percent of 11 th and 12 th graders taking at least one AP or IB examination <i>AND</i>	15.0% or more AND	2007-08
	Percent of 11 th and 12 th grade examinees scoring at or above the criterion on at least one examination (3 and above for AP; 4 and above for IB)	50.0% or more*	
Attendance Rate	Attendance Rate for students in grades 1-12, the total number of days present divided by the total number of days in membership	District: 96.0%* Multi-Level: 96.0%* High School: 95.0%* Middle/Jr High: 96.0%* Elementary: 97.0%*	2007-08
College-Ready Graduates (New)	Number of graduates who scored at or above the college-ready criteria on both ELA and mathematics, divided by the number of graduates with results in both subjects to evaluate.	35% or more**	Class of 2008
Commended Performance: Reading/ELA	Percent of examinees scoring at or above the TAKS commended performance standard (scale score of 2400 with a 2 or higher on the essay)	30% or more**	Spring 2009
Commended Performance: Mathematics	Percent of examinees scoring at or above the TAKS commended performance standard (scale score of 2400)	30% or more**	Spring 2009
Commended Performance: Writing	Percent of examinees scoring at or above the TAKS commended performance standard (scale score of 2400 with a 3 or higher on the essay)	30% or more**	Spring 2009
Commended Performance: Science	Percent of examinees scoring at or above the TAKS commended performance standard (scale score of 2400)	30% or more**	Spring 2009
Commended Performance: Social Studies	Percent of examinees scoring at or above the TAKS commended performance standard (scale score of 2400)	30% or more**	Spring 2009
Comparable Improvement: Reading/ELA	Average Texas Growth Index (TGI) in TAKS Reading/ELA	Top Quartile (top 25%)*	Spring 2009
Comparable Improvement: Mathematics	Average Texas Growth Index (TGI) in TAKS Mathematics	Top Quartile (top 25%)*	Spring 2009
Recommended High School Program/DAP	Percent of graduates meeting or exceeding requirements for the RHSP/Distinguished Achievement Program	85.0% or more**	Class of 2008
SATI/ACT Results	Percent of graduates taking either the SAT or ACT <i>AND</i>	At least 70.0% of graduates AND	Class of 2008
	Percent of examinees scoring at or above the criterion score (SAT 1110; ACT Composite 24)	40.0% or more at or above criterion*	
TSI - Higher Education Readiness Component: English Language Arts	Percent of grade 11 examinees with a scale score of 2200 or more and a score of 3 or higher on the essay	60% or more**	Spring 2009
TSI - Higher Education Readiness Component: Mathematics	Percent of grade 11 examinees with a scale score of 2200 or more	60% or more**	Spring 2009

* Indicator evaluates performance for All Students & the following student groups: African American, Hispanic, and White. Economically Disadvantaged status is not available from the testing results.

** Indicator evaluates performance for All Students & the following student groups: African American, Hispanic, White, and Economically Disadvantaged.

*** Acknowledgment for Comparable Improvement is available to campuses only. It is evaluated for All Students only.

GOLD PERFORMANCE ACKNOWLEDGMENT (2004-2009)

Campus	2004	2005	2006	2007	2008	2009
Lee H.S.	AP/IB Results					CI: Reading/ELA
Sterling H.S.		CI: Reading/ELA TAAS/TASP Equiv.			CI: Reading/ELA	CI: Reading/ELA
Memorial H.S.	N/A	N/A	N/A	N/A	N/A	
Baytown Jr.		CI: Reading	CP: Writing		CP: Reading/ELA CI: Math	
Cedar Bayou Jr.		CP: Reading CI: Math	CP: Writing	CP: Reading/ELA	CP: Reading/ELA CI: Math	CI: Math
Gentry Jr.		Attendance Rate	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
Highlands Jr.		CP: Reading/ELA CP: Writing CI: Math	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
Horace Mann Jr.		CI: Math	CP: Reading/ELA CP: Writing CI: Reading/ELA CI: Math		CP: Reading/ELA CP: Writing	CI: Reading/ELA
Alamo		CP: Science CI: Math	CP: Math CP: Writing CP: Science CI: Reading/ELA	CP: Writing CP: Science CI: Reading/ELA	CP: Science	CP: Science
Ashbel Smith		CP: Math	CP: Math		CP: Science CI: Math	CP: Math CP: Science
Austin	CP: Math CP: Writing CP: Science	CP: Writing CP: Science	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
Bowie			CP: Math CP: Science CI: Reading/ELA	CP: Science		
Carver						CP: Math
Crockett	CP: Reading CP: Math	CP: Math	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
De Zavala		CP: Reading/ELA CP: Writing CP: Science CI: Reading	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
Harlem			CI: Reading/ELA		CP: Math CP: Science	CP: Math CP: Science
Highlands El.	CP: Reading CP: Math	CP: Math	CP: Math CI: Math	CP: Science	CP: Math	CP: Math CP: Science
Hopper						
Lamar		CP: Math CP: Science CI: Reading/ELA CI: Math	CP: Math CP: Writing CP: Science	CI: Reading/ELA	CP: Math CP: Science CI: Reading/ELA CI: Math	CP: Math
Pumphrey			CP: Math		CP: Science	CP: Science
San Jacinto	Attendance Rate CP: Math	Attendance Rate CP: Math CP: Science CI: Reading/ELA	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
Travis	CP: Writing	CP: Science	CP: Math CP: Science	CP: Math CI: Reading/ELA CI: Math	CP: Math CP: Writing CP: Science	CP: Math CP: Science
Victoria Walker	N/A	N/A	N/A	N/A	CP: Math CP: Science	
District			CP: Writing			

CP: Commanded Performance

CI: Comparable Improvement

Equiv. Equivalency

NA: Not Applicable (only evaluated for Attendance Rate)

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 23, 2009

REGULAR MEETING

The Board of Trustees and the Administrative Staff of the Goose Creek Consolidated Independent School District met in a Regular Meeting on Monday, November 23, 2009, in the Board Room of the Administration Building, 4544 Interstate 10, 6:30 p.m., with the following Board members present:

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

ABSENT: None

OPENING EXERCISE

Board President Loreda Agustin asked for a Moment of Silence and led the prayer.

The opening exercise was given by students of Goose Creek Memorial High School. The pledges were led by Jared Fontenot and Andrea Martinez. The students reviewed Key Club activities within the community and what impact it has on the community.

The students were under the direction of teacher Mrs. Sally Black and Principal Mr. Al Richard.

RECOGNITIONS AND ACKNOWLEDGEMENTS

The following students received recognition for their nomination to the 2009 session of **Bluebonnet Girls State**.

Goose Creek Memorial High School

Megan Adams
Amy Brewer

Ross S. Sterling High School

Nicole Beck
Emily Hackney
Amy Olsen
Shannon Sator

Robert E. Lee High School

Sherla Edmeade
Tara Kenney
Amie Magallon
Sarah Rosser

These students were under the direction of American Legion Auxiliary Representative and Goose Creek CISD teacher Glenda Sandifer.

The following students have received recognition for their nomination to the 2009 session of **American Legion Boys State.**

Goose Creek Memorial High School

Jose Contreras
Daniel Kennedy

Ross S. Sterling High School

Julio Alanis
Timothy Reilly
Josh Villarreal

Robert E. Lee High School

Matthew Bradford
William Groth
David Harding

These students were under the direction of American Legion Boys State Coordinator Mr. Garland Huey.

Chambers County Appraisal District Board of Directors

Ms. Natalie Whatley, Goose Creek CISD's Board of Trustees' nominee for Chambers County Appraisal District Board of Directors, was present and acknowledged by the GCCISD Board.

CITIZENS PARTICIPATION

No one registered to address the Board of Trustees.

DISPOSITION OF MINUTES

November 9, 2009, Regular Meeting

Mr. Hoskins moved and Mr. Martin seconded the motion **THAT THE BOARD APPROVE THE NOVEMBER 9, 2009, REGULAR BOARD MEETING AS PRESENTED.** The motion passed with Mr. Loreda, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

ITEMS OF DISCUSSION

8094. DISCUSSION OF GOOSE CREEK CISD EDUCATION FOUNDATION BOARD OF DIRECTORS

Mr. Roger Elswick, President, Goose Creek CISD Education Foundation Board of Directors, spoke on behalf of the Foundation. Under the terms of the contract, Mr. Elswick extended invitations to Mr. Ken Martin and Ms. Jenice Coffey, two GCCISD Board members, to serve on the Foundation's Board of Directors. Trustee representative appointments shall be limited to one term.

A brief overview was presented by Ms. Millie Christner, Consultant, Foundation Innovation, regarding the Foundation. A written report on the Purpose, Mission, Goals, and Initial Funding Priorities of the Goose Creek CISD Education Foundation was submitted to the Board for review.

Mr. Martin and Ms. Coffey stated that they were "very pleased to accept the invitation to join the Board of Directors for the Foundation."

The Board of Trustees will receive a list of the officers and a copy of the minutes as they occur.

8095. CONSIDERATION OF DONATION FROM T.J. FORD FOUNDATION

Mr. Burg moved and Mr. Sampson seconded the motion **THAT THE BOARD ACCEPT THE DONATION OF THE HISTORY OF SCHOOLS IN GOOSE CREEK CISD AS PRESENTED BY THE T.J. FORD FOUNDATION.** The motion passed with Mr. Loreda, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

8096. CONSIDERATION OF THE ENDORSEMENT OF THE ESTABLISHMENT AND IMPLEMENTATION OF AN EARLY COLLEGE HIGH SCHOOL IN PARTNERSHIP WITH LEE COLLEGE.

Mr. Hoskins moved and Mr. Martin seconded the motion **THAT THE BOARD APPROVE THE ENDORSEMENT OF THE ESTABLISHMENT AND IMPLEMENTATION OF AN EARLY COLLEGE HIGH SCHOOL IN PARTNERSHIP WITH LEE COLLEGE.** The motion passed with Mr. Loreda, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

Board requested that the Administration keep them informed and to let them know when this subject is placed on the Lee College Board of Regents Agenda.

8097. CONSIDERATION OF CONSENT AGENDA

Mr. Hoskins moved and Mr. Burg seconded the motion **THAT THE BOARD APPROVE THE CONSENT AGENDA AS PRESENTED.** The motion passed with Mr. Loreda, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

1. Budget Amendments

The Board approved Budget Amendments No. 12 and 13 as stated in Section 23.47 of the Texas Education Code and reflect these amendments in the official minutes of the Board of Trustees.

Budget Amendment No. 12

This amendment to increase estimated revenue and appropriations for approximately \$1,000.00 in the General Fund was requested by Ms. Judy Duncan, Principal, Highlands Elementary, to incorporate into the District's books and records a donation from ExxonMobil. Funds will be used to purchase a laptop for the library.

Budget Amendment No. 13

This amendment to increase estimated operating transfers out for the Capital Projects Fund and operating transfers in for the Debt Service Fund for approximately \$110,783.00 was requested by Mr. Pete Pape, Chief Financial Officer. This budget amendment sets up the necessary transfer in/out accounts from the Capital Projects Fund and Debt Service Fund to close out the 1994 and 1999 remaining bond balances.

2. Purchase of Pearson Assessment Materials

The Board approved the purchase of Pearson Assessment Materials for the Special Education Department at a cost of \$38,967.01

3. Interlocal Contract with Carlota G. Riojas

The Board approved the Interlocal Contract with Carlota G. Riojas for speech therapy services in an amount not to exceed \$26,775.00 between November 9, 2009, and June 4, 2010.

4. Amended 2009-2010 Campus Improvement Plans

The Board approved the amended 2009-2010 Campus Improvement Plans as recommended by the Administration. The Plans were amended to correlate with the current 2009-2010 Board Goals.

5. Tax Refunds

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

Coca Cola Enterprises	\$7,316.71
First American RETS	\$2,529.43

**8098. CONSIDERATION OF SUPERINTENDENT’S REPORTS
2005 BOND MONTHLY REPORT AND GCCCISD FACILITIES UPDATE**

Mr. Byron Terrier, Assistant Superintendent, and Mr. David Fluker, Executive Director, presented oral and written reports on the 2005 bond and Goose Creek CISD facilities.

**8099. FUTURE BOARD AGENDA ITEMS, BOARD TRAINING,
BOARD MEETINGS**

Future Board Agenda Items

- High school graduation requirements
- Workshop in late January on Long-Range Facilities Plan
- Wellness Physical Program update
- Student Wellness Program update
- State law compliance pertaining to minimum grades
- AEIS (possibly in February)

Board Training

Texas Education Code, Texas A and B rooms, December 2, 6:00 p.m.
National School Boards Association Convention in April

Board Meetings

- December 7, 2009, 6:30 p.m., Board Workshop
- December 28, 2009, Board Regular Meeting cancelled

Ms. Coffey moved and Ms. Laughlin seconded the motion **THAT THE BOARD SCHEDULE A BOARD WORKSHOP FOR DECEMBER 7, 6:30 P.M. AND CANCEL THE DECEMBER 28 MEETING.** The motion passed with Mr. Loredo, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

CLOSED SESSION

At approximately 7:53 p.m., President Agustin Loredo recessed the Regular Meeting into a Closed Meeting with the following statement:

“The Board will now recess into Closed Session pursuant to the following sections of the Texas Opening Meetings Act: 551.071, Private consultation with the Board’s attorney; 551.072, Discussing purchase, exchange, lease, or value of real property; 551.073, Discussing negotiated contracts for prospective gifts or donations; and 551.074, Discussing personnel or to hear complaints against personnel. No action will be taken while the Board is in Closed Session.

Board Reconvenes into Regular Session

At approximately 9:11 p.m., the Board reconvened into Regular Session with President Loredo presiding. No action was taken while in Closed Session.

8100. CONSIDERATION OF SOFTWARE LICENSE PURCHASE AGREEMENT WITH SPSS, INC.

Mr. Burg moved and Ms. Laughlin seconded the motion **THAT THE BOARD APPROVE THE ACADEMIC PERPECTUAL SOFTWARE LICENSE AGREEMENT TO PURCHASE THE PASW STATISTICS BASE, PASW DECISION TREES, AND PASW CUSTOM TABLES STATISTICAL PROCESS SOFTWARE FROM SPSS, INC.** The motion passed with Mr. Loredo, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

8101. CONSIDERATION OF PERSONNEL

Ms. Coffey moved and Mr. Sampson seconded the motion **THAT THE BOARD APPROVE THE TWO ELECTIONS AND ACCEPT THE ONE RESIGNATION AS SUBMITTED IN THE BOARD PACKET.** The motion passed with Mr. Loredo, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

Elections Approved:

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

Resignation Accepted:

1. **Mr. Gabriel Morin**, fifth-grade bilingual teacher at Ashbel Smith Elementary School.

ADJOURNMENT

President of the Board Agustin Loredo adjourned the Board meeting at approximately 9:13 p.m.

SCHOOL BOARD AGENDA ITEM SUMMARY

December 14, 2009

SUBJECT: DISCUSSION OF GOOSE CREEK CISD GRADUATION REQUIREMENTS AND ACADEMIC CLASS RANK

RECOMMENDED ACTION: Discussion of Goose Creek CISD Graduation Requirements and Academic Class Rank.

RATIONALE: House Bill 3 changed graduation requirements for Texas public high school students. Local school districts must make decisions concerning local graduation requirements. A committee was formed to research local graduation requirements and will bring forth recommendations.

BUDGET PROVISION/ACTION REQUIRED: None

RESOURCE PERSONEL: Dr. Toby York
Ms. Suzanne G. Heinrich
Mr. Don Beck
Mr. Bruce Davis
Mr. Al Richard



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

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

December 7, 2009

TO: Dr. Toby York
FROM: Suzanne G. Heinrich
SUBJECT: Graduation Requirements

The State Board of Education will soon finalize, with a third reading, the implementation of House Bill 3. This legislation changes graduation requirements for Texas public high school students. All communication indicates that the State Board will support changes to all three Texas High School Graduation Plans (Minimum Plan, Recommended Plan, and Distinguished Achievement Plan). These suggested changes remove the following credits currently required for graduation: one-half credit of physical education, one-half credit of health, one credit of technology applications. Continuing to require any of these courses in a graduation plan is a decision of local school districts. GCCISD established a committee to review the new state requirements, create a recommendation for GCCISD graduation plans, and evaluate the pertinent factors in successfully implementing "Four by Four" (4 X 4) graduation requirements.

The committee is comprised of our high school principals, selected junior school principals, high school assistant principals, academic deans, executive council members, and curriculum and instruction staff. (Attachment I) This committee met formally seven times over the past three months to address the following:

- Proposed changes to the graduation plans in GCCISD as a result of HB 3
- Current policy on Credit by Exams minimum standards for mastery
- Changes to the Distinguished Achievement Plan (DAP) to align with the state recommendations
- Proposed change to the weight given dual enrollment courses in calculating academic class rank [Board Policy EIC (Local)]
- Evaluate the impact of current schedules and core offerings on the 4 X 4 graduation requirements

In addition to the meetings held by the committee, campus principals met with their campus Instructional Leadership Teams (ILT) and departments to gather teacher input on each of these topics. The committee recommendations follow.

GCCISD Graduation Plans

The chart attached (Attachment II) highlights changes the committee is recommending to the GCCISD graduation plans. The committee will present these recommendations to the Board of Trustees on December 14, 2009. The committee recommendation will include the elimination of one-half credit of physical education. Due to the benefits of the health curriculum and the mandated training provided students through this course, the recommendation will include the retention of one-half credit of health as a requirement. The committee also recommends retaining the requirement of one credit of technology application due to the benefits that computer skills provide GCCISD students. Additionally, other districts were surveyed regarding their plans for implementation of the new requirements. This information is summarized in the attached chart. (Attachment III)

Credit By Exam Passing Standard

The committee, based on consensus from the campus ILTs, is not recommending any policy changes to the passing standard for students taking Credit by Exams (CBE). The committee does, however, recommend that the foreign language department create a CBE for Spanish I and II to be used in GCCISD. GCCISD currently uses the Texas Tech CBE for Spanish I and II.

Distinguished Achievement Program

The committee recommends a change to the current GCCISD Course Request Guidelines for the GCCISD Distinguished Achievement Program (DAP) to align with the state recommendation. (Attachment IV)

Weight of Dual Enrollment Courses in Calculating Academic Class Rank

The committee recommends a policy change to the weight given to dual enrollment courses used in the calculation of academic class rank [Board Policy EIC (Local)]. The weight for dual enrollment courses will be the same as the weight assigned to the corresponding advanced placement course. (Attachment V) This change will begin with the Freshman Class of 2009.

Change in the High School Schedule to Accommodate "Four by Four" Graduation Requirements

The committee and campus ILTs evaluated scheduling options that would provide all students ample opportunities to meet the 4 X 4 graduation requirements. The committee is researching the possibility of moving from a seven period day to an eight period day at the high school level. The committee and campus ILTs have evaluated scheduling options and are ready to bring these forward.

**High School Graduation Requirements
Committee Members**

Committee Members	Job Title
Janci Alexander –Alfaro	Director of Guidance and Counseling
Pete Pape	Chief Financial Officer
Byron Terrier	Asst. Superintendent of Administrative Services
Tanis Fink	Coordinator of P.E., Health and Nurses
Kevin Parker	Director of Career and Technical Education
Tim Vaughn	Director of Fine Arts
Karen Smithson	Memorial High School Academic Dean
Julie McReynolds	Sterling High School Academic Dean
Laura Reyes	Lee High School Academic Dean
Al Richard	Memorial High School Principal
Don Beck	Sterling High School Principal
Bruce Davis	Lee High School Principal
Toni Shuman	Coordinator of Social Studies and Advanced Academics
Matt Bollinger	Memorial High School Assistant Principal
Tammy Edwards	Gentry Junior School Principal
Kim Futrell	Coordinator of Secondary Language Arts
Jackie Shuman	Coordinator of Math
Candy Ochoa	Coordinator of Science
Michael Coopersmith	Horace Mann Junior School Principal

GRADUATION PROGRAMS

GCCISD Graduation Requirements Required for students entering Grade 9 in 2007-2008 and thereafter

Curriculum Area	Recommended Program	Distinguished Achievement Program
English	4 credits	4 credits
Mathematics	4 credits (including Algebra I, Geometry, and Algebra II)	4 credits (including Algebra I, Geometry, and Algebra II)
Science	4 credits (including biology, chemistry and physics)	4 credits (including biology, chemistry and physics)
Social Studies	3 ½ credits	3 ½ credits
Economics	½ credit	½ credit
Other Languages	2 credits (same language)	3 credits (same language)
Physical Education	1 credit	1 credit
Health	½ credit	½ credit
Speech	½ credit (Communication Application)	½ credit (Communication Application)
Technology	1 credit	1 credit
Fine Arts	1 credit	1 credit
Elective Courses	4 credits	3 credits
Advanced Measures	None	4 advanced measures
Total Credits	26 credits	26 credits
State Exams	TAKS	TAKS

All students who enter ninth grade beginning in 2007 must complete at least the 26 units of credit and receive a passing score on each section (English Language Arts, Math, Science, and Social Studies) of the Exit –Level TAKS. Each student will graduate under one of the following graduation plans. To qualify for top ten local honors, students must complete the Recommended (REC) or Distinguished Achievement Program (DAP). College Board Advanced Placement courses may be substituted for requirements in appropriate areas.

1. English: Four Credits

- English I, II, III, IV
- English I and II for Speakers of Other Languages may be substituted for English I and II only for immigrant students with limited English proficiency.

2. Mathematics: Four Credits

Three of the credits must be Algebra I, Geometry, and Algebra II. The fourth credit may be selected from the following:

- Mathematical Models with Applications
- Precalculus
- Algebra III
- Independent Studies in Mathematics
- Advanced Placement Calculus AB
- Advanced Placement Calculus BC
- AP Computer Science
- AP Statistics
- Concurrent Enrollment in College Courses

The following CTE courses:

- Mathematical Applications in Agriculture
- Food and Natural Resources
- Engineering in Mathematics
- Statistics and Risk Management

For students who selected Mathematical Models with Applications, Algebra II is their fourth of final course. They may not take Mathematical Models with Applications after taking Algebra II. The intent of the rule is that all students should have a rigorous math course in their senior year; however, students may continue to take mathematics courses at the middle school and receive high school credit.

3. Science: Four Credits

One of the credits must consist of Biology (and/or AP Biology), and three of which are selected from a list of options that will include Integrated Physics and Chemistry (IPC) until SY 2012-2013. IPC cannot be taken as the final or fourth year of science, but must be taken before the senior year of high school. When IPC is phased out, all students will select one credit from Biology or AP Biology, Chemistry or AP Chemistry, Physics or AP Physics, or Principals of Technology I; and a fourth credit from the courses listed in 19 TAC 112 as approved for science credit:

- Biology
- Chemistry
- Physics
- Astronomy
- Aquatic Science
- Environmental Systems
- Earth and Space Science
- Advanced Placement Biology
- Advanced Placement Chemistry
- Advanced Placement Physics B
- Advanced Placement Physics C
- Advanced Placement Environmental Science

The following CTE courses:

- Scientific Research and Design
- Anatomy and Physiology of Human Systems
- Medical Microbiology and Pathophysiology
- Engineering Design and Problem Solving
- Advanced Biotechnology
- Advanced Animal Science
- Advanced Plant and Soil Science
- Food Science

Concurrent enrollment in college courses

4. Social Studies: Three and one-half credits must consist of:

- World History (one credit),
- World Geography (one credit),
- US History (one credit), and
- US Government (one-half credit)

5. Economics: One-half credit

6. Languages Other Than English

- Recommended Program
Two credits must consist of any two levels in the same language
- Distinguished Achievement Program
Three credits must consist of any three levels in the same language

7. Physical Education: One credit

Can substitute:

- athletics
- dance,
- marching band
- cheerleading
- ROTC, and
- Any specified 2 or 3 credit career and technology course) many count toward graduation.

8. Health: One-half credit**9. Speech: One-half credit:**

- Communication Applications

10. Technology: One credit from one of the following:

- Computer Science I
- Computer Science II
- Independent Studies in Technology Applications
- Business Information Management I (BCIS I)
- Business Information Management II (BCIS II)
- Computer Multimedia and Animation
- Desktop Publishing,
- Web Mastering,
- Business Image Management and Multimedia,
- Digital Graphic Animation (two semesters of the same course).

11. Fine Arts: One credit from the following:

- Band
- Choir
- Orchestra
- Dance
- Theater Arts
- Art

12. Elective Courses:

Recommended Program- 4 credits (includes speech) from:

- the list of courses approved by the SBOE for Grades 9-12 (relating to the Essential Knowledge and Skills),
- state-approved innovation courses,
- JROTC (one to four credits), or
- Driver Education (one-half credit).

Distinguished Achievement Program- 3 credits (includes speech) from:

- the list of courses approved by the SBOE for Grades 9-12 (relating to Essential Knowledge and Skills),
- state-approved innovation courses,
- JROTC (one to four credits), or
- Driver Education (one-half credit).

13. Advanced Measures: Four advanced measures must be completed in addition to the 26 credits**14. State Mandated Assessment: Students entering high school in 2001 and thereafter must pass all sections of the Exit-Level Texas Assessment of Knowledge and Skills (TAKS).**

Graduation Requirements Survey Results

School District	How is your district changing your high school graduation requirements to comply with HB 3?	Are you keeping Health and/or Technology Applications as a local elective at the high school level and, if so, is it to be a required elective?	How many periods do you have each day and are you anticipating changing that?	Are you using any type of block scheduling?	If you are keeping Health and Technology Applications as required electives, how will you accommodate students that enter as juniors or seniors from other districts that do not require Health and Technology Applications?	What is your implementation timeline? (phase in beginning with 9 th graders next year, require all students to comply now, etc.)	Comments
Spring	We are still in the process of refining this for the 2010-2011 Program of Studies. We are looking into requiring Health as a local credit. Our SHAC committee has written a letter in support of this. BCIS will be part of the board discussion in January as well.	See previous response.	7 period days and no changes to this.	We block Wed. and Thurs. in part to accommodate the Thurs. late arrival for professional learning time for our high school staff.	We have not looked into this detail yet, but will be part of the plan going to the Board in January. We would love any comments from other districts for this one!	We will require all to comply beginning with the 2010-2011 school year and counselors are currently looking into student transcripts to see where we need to focus.	
Clear Creek	No changes yet – we are studying the options and will work with graduating seniors as needed.	We are considering all options but we are concerned that dropping Health will not provide us with an avenue to teach certain TEKS and eliminating health could cause a staffing issue due to dual/multiple assignments	Seven no changes anticipated. Block schedule was eliminated a year ago	No	Great question – no answer yet. We are talking about the need for technology education but many feel we need to address the student where they are – BCIS may not address the needs of all students who are more advanced	No answer yet	We are still very much in the brainstorming and planning stage.
Pasadena	Yes	Health and a Technology Application course will be required.	7 periods, no change	No	A formal procedure has not been finalized	Definite incoming 9 th graders. Our counselors are discussing <i>the if, and, but</i> of the timeline.	
Galena Park		We are keeping it but it will not be required except for the minimum plan. We are “strongly recommending” BCIS for all high school students.	We have 7 periods in a day but the students have 8 periods. 5 th period is a block class (every other day). No, we will not be changing it.		NA – this is one of the reasons for not requiring it for graduation. Suggestion – you could require al 10 th graders to take BCIS and then if someone transfers in as a 11 th grader, then he/she would not have to take it.	Start next year except for a few seniors that we did not make them take PE foundations or Health this year.	
Aldine		Keeping Health as a local requirement. BCIS will be an elective.	7 periods	Accelerated Block for only schools of choice.		Incoming freshman next year will be required to follow new graduation requirements.	

Attachment III

Graduation Requirements Survey Results

School District	How is your district changing your high school graduation requirements to comply with HB 3?	Are you keeping Health and/or Technology Applications as a local elective at the high school level and, if so, is it to be a required elective?	How many periods do you have each day and are you anticipating changing that?	Are you using any type of block scheduling?	If you are keeping Health and Technology Applications as required electives, how will you accommodate students that enter as juniors or seniors from other districts that do not require Health and Technology Applications?	What is your implementation timeline? (phase in beginning with 9 th graders next year, require all students to comply now, etc.)	Comments
Fort Bend							We are waiting on the next State Board of Education meeting. Don't do anything until the results are clearly communicated.
Cy-Fair	We are phasing in HB 3 changes with the current 8 th graders. Thus, 9 th graders entering HS during the 2010-2011 school year will have different RHSP course requirements	We plan to retain health as a local graduation requirement. We will not continue to require a tech app credit.	HS's are on a 7 period day schedule. We only moved to this last school year.	We have accelerated block scheduling at our alternative high school. We do not plan to use it at the full comprehensive HS's.	We will require move in students to meet the same graduation requirements as student who have been with us all along.	Implementation will occur with incoming 9 th graders next school year.	
Humble	We will be following the recommendations of the state.	These will be local electives.	Seven, not at this time.	We are modified block schedule.		We will implement for all grades beginning next year, we evaluated impact on GPAs of the top 10 and top 10% of students who are currently juniors, there is very minimal impact.	
Dayton		Yes we are keeping Health and BCIS as a local elective and will encourage students to take those courses as they are very useful to the students of the future.	Currently 8 but we are meeting in the spring to determine if we will go back to a 7 period day	No	We will not make them required electives so we won't have this problem.	We are beginning with 9 th graders next year – it is difficult to change things midstream.	

Attachment III

Graduation Requirements Survey Results

School District	How is your district changing your high school graduation requirements to comply with HB 3?	Are you keeping Health and/or Technology Applications as a local elective at the high school level and, if so, is it to be a required elective?	How many periods do you have each day and are you anticipating changing that?	Are you using any type of block scheduling?	If you are keeping Health and Technology Applications as required electives, how will you accommodate students that enter as juniors or seniors from other districts that do not require Health and Technology Applications?	What is your implementation timeline? (phase in beginning with 9 th graders next year, require all students to comply now, etc.)	Comments
Katy						In the draft, We start with next year's freshman entering Fall 2010. For now, freshman entering in 2007-2009 will show required .5 health for RHSP and DAP. And we have stated that the SBOE has not addressed the DAP requirements and when they have, it will be retroactive to 2010 freshman.	All of this information is under discussion for Katy ISD.
Tomball							We are just in the process of looking at the changes. We are waiting to see if more guidance from TEA is given especially in regards to the changes only affecting the recommended plan. We should be making some decisions in the spring.
School District	How is your district changing your high school graduation requirements to comply with HB 3?	Are you keeping Health and/or Technology Applications as a local elective at the high school level and, if so, is it to be a required elective?	How many periods do you have each day and are you anticipating changing that?	Are you using any type of block scheduling?	If you are keeping Health and Technology Applications as required electives, how will you accommodate students that enter as juniors or seniors from other districts that do not require Health and Technology Applications?	What is your implementation timeline? (phase in beginning with 9 th graders next year, require all students to comply now, etc.)	Comments
Hitchcock	Nothing yet In discussion	We are keeping health and BCIS.	Currently we have 7 periods with an additional 35 minutes Blitz period in the middle of the day. We do not foresee adding	No	Depending on their transcripts and other requirements. We will determine on a case-by case basis.	Next year's 9 th graders will be the first group.	

Attachment III

Graduation Requirements Survey Results

School District	How is your district changing your high school graduation requirements to comply with HB 3?	Are you keeping Health and/or Technology Applications as a local elective at the high school level and, if so, is it to be a required elective?	How many periods do you have each day and are you anticipating changing that?	Are you using any type of block scheduling?	If you are keeping Health and Technology Applications as required electives, how will you accommodate students that enter as juniors or seniors from other districts that do not require Health and Technology Applications?	What is your implementation timeline? (phase in beginning with 9 th graders next year, require all students to comply now, etc.)	Comments
Friendswood	We are keeping Health only as local addition – eliminating all other per HB3	Health will be required.	7 period day not changing	No	They will have to take Health in Friendswood – summer school, correspondence, NOVA NET or in class if place in schedule.	Still deciding, but most likely implement with all at once.	
Columbia - Brazoria	We are staying in the course for now except the changes that have come through with the TASB policies	Yes keeping (we have staff hired) and it is a required elective	7 periods no change anticipated	No	Not requiring it for them unless they come as a freshman		
Anahuac	We have informed freshman of the changes but other grades found out and dropped Health	No decision has been made at this point	8 class periods and do not anticipate a change	No	Have not contemplated this scenario	Has not been decided by the board at this time.	
La Porte	At present, we are in a “stay put” mode. Our school board approved a resolution in August to follow the graduation plan currently in place.	We have not made that decision yet.	7	Our high school is on a modified block schedule with 7 periods Mon, Tues, Fri, and 90 min block, Wed and Thurs.	We are not to that point yet.	At this point, I believe that we will phase in with 9 th graders next year.	

EARNING THE DISTINGUISHED ACHIEVEMENT PROGRAM

Students may graduate on the Distinguished Achievement Program by completing the state's Distinguished Achievement Program course requirements and, in addition, earning four (4) advanced measures.

Students may earn the four (4) required advanced measures in any combination from TEST DATA, COLLEGE COURSES, OR ORIGINAL RESEARCH/PROJECT.

<p>ORIGINAL RESEARCH/PROJECTS</p> <ul style="list-style-type: none"> • Judged by a panel of professionals in the field that is the focus of the project; or • Conducted under the direction of a mentor(s) and reported to an appropriate audience; • Can be earned in junior high or high school 	<p><u>Allow two advanced measures.</u></p> <p>District provides criteria.</p> <p>Student files a letter of intent to seek an advanced measure (includes time line and how district criteria will be met).</p> <p>Letter of intent is approved by the Advanced Measures Committee.</p> <p>Product is approved by the Advanced Measures Committee.</p> <p>Letter of intent is not needed for approved projects. Official documentation of accomplishment submitted to school registrar.</p>
<p>TEST DATA</p> <ul style="list-style-type: none"> • A score of three (3) or above on the College Board Advanced Placement examination; or • A score of four (4) or above on an International Baccalaureate examination; or • Commended Scholar (or higher), by the National Merit Scholarship Corporation; as a part of the National Hispanic Scholar Program of The College Board; or as part of the National Achievement Scholarship Program for Outstanding Negro Students of the National Merit Scholarship Corporation. 	<p><u>Allow four advanced measures.</u></p> <p>(Allow four advanced measures.)</p> <p>(Allow four advanced measures.)</p> <p>(Allow one advanced measure - maximum permitted.)</p>
<p>COLLEGE COURSES</p> <ul style="list-style-type: none"> • A grade of 3.0 or higher on courses that count for college credit 	<p><u>Allow four advanced measures.</u></p> <p>Dual-credit courses (students receive both high school and college credit) and concurrent enrollment (students enrolled in college-level courses for which there are no high school equivalents).</p> <p>Students select from a list of courses approved for dual credit and advanced measures.</p> <p>Each dual-credit and concurrent enrollment course used for advanced measures must earn three (3) hours college credit.</p> <p>Dual credit and concurrent credit will not be used to determine a student's grade point average (GPA).</p> <p>To participate in dual enrollment or concurrent enrollment:</p> <ul style="list-style-type: none"> • Students must meet college entrance requirements. • Students must pay own tuition and provide transportation. <p>Students must be enrolled in a minimum of four courses for high school credit (if enrolled in regular school term).</p>

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(EXHIBIT)

EXHIBIT ~~D~~-B

LIST OF COURSES RECEIVING WEIGHTED GRADE POINTS

Students will receive weighted grade points when completing the courses on the following lists:

<i>For the classes of 2002, 2003 and 2004:</i>	For the class of 2005:
<i>Pre-AP English I</i>	Pre-AP English I
<i>Pre-AP English II</i>	Pre-AP English II
<i>Honors English III</i>	AP English Language
<i>Honors English IV</i>	AP English Literature
	English III- Dual Enrollment
	English IV - Dual Enrollment
<i>AP English Language</i>	AP Human Geography
<i>AP English Literature</i>	Pre-AP World Geography
<i>AP Human Geography</i>	Pre-AP United States History
<i>Pre-AP World Geography</i>	AP United States History
	United State History - Dual Enrollment
<i>Pre-AP United States History</i>	AP World History Studies
<i>AP United States History</i>	Pre-AP World History Studies
<i>Pre-AP World History Studies</i>	AP U.S. Government
	Texas Government - Dual Enrollment
	United States Government - Dual Enrollment
<i>Honors U.S. Government</i>	AP Microeconomics
<i>AP U.S. Government</i>	AP Macroeconomics
	Economics – Dual Enrollment
<i>Honors Economics</i>	AP European History
<i>AP Microeconomics</i>	AP Psychology
	Psychology – Dual Enrollment
<i>AP Macroeconomics</i>	Pre-AP Algebra II
<i>AP European History</i>	Pre-AP Geometry
<i>AP Psychology</i>	Pre-AP Precalculus
<i>Pre-AP Algebra II</i>	AP Calculus B
<i>Pre-AP Geometry</i>	AP Calculus C
	College Algebra – Dual Enrollment
	Mathematics Independent Studies – Dual Enrollment
<i>Pre-AP Precalculus</i>	AP Statistics

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(EXHIBIT)

AP Calculus B
AP Calculus C
AP Statistics

AP Computer Science A
AP Computer Science AB
AP French Language

AP French Literature
AP Spanish Language
AP Spanish Literature

AP German
Pre-AP Biology
AP Biology

Pre-AP Chemistry
AP Chemistry

Pre-AP Physics
AP Physics

AP Environmental Science
AP Studio Art
AP Art History
AP Music Theory

AP Computer Science A
AP Computer Science AB
French III

French III – Dual Enrollment

AP French Language
AP French Literature
Spanish III

Spanish III – Dual Enrollment

AP Spanish Language
AP Spanish Literature
German III

German III – Dual Enrollment

AP German
Pre-AP Biology
AP Biology

College Biology – Dual Enrollment

Pre-AP Chemistry
AP Chemistry

College Chemistry – Dual Enrollment

Pre-AP Physics
AP Physics

College Physics – Dual Enrollment

AP Environmental Science
AP Studio Art: Drawing, 2-D, 3-D
AP Art History
AP Music Theory

SUPERINTENDENT'S REPORTS

- 1. Prologic Update**
- 2. GCCISD Transportation Department Overview**
- 3. Grading Policy Committee Update**



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

FRANKIE JACKSON
Chief Technology Officer

Date: November 30, 2009

To: Dr. York
CC: Rick Kirk

From: Frankie Jackson

Subject: New Student Information System (Prologic Implementation) – Problems with Teacher Gradebook

On October 26, 2009, I was asked to provide information about the implementation of Prologic, our new Student Information System (SIS), specifically about problems with the teacher gradebook software. There were two areas of concern cited: 1) it is taking much more time to enter information than the previous program (GradeSpeed), and 2) cannot access and enter information from home (teachers must be at school to enter grades).

The second item, access and enter information from home, **is resolved**. There was a conflict between our network electronics security device and Internet Explorer 8. As you probably are aware, TMS takes an extreme approach to securing our network. Because teachers can enter grades and attendance from home (outside the GCCISD Wide Area Network), we have an additional layer of security, controlled through a Virtual Private Network, with the teacher’s account authentication to monitor and log access.

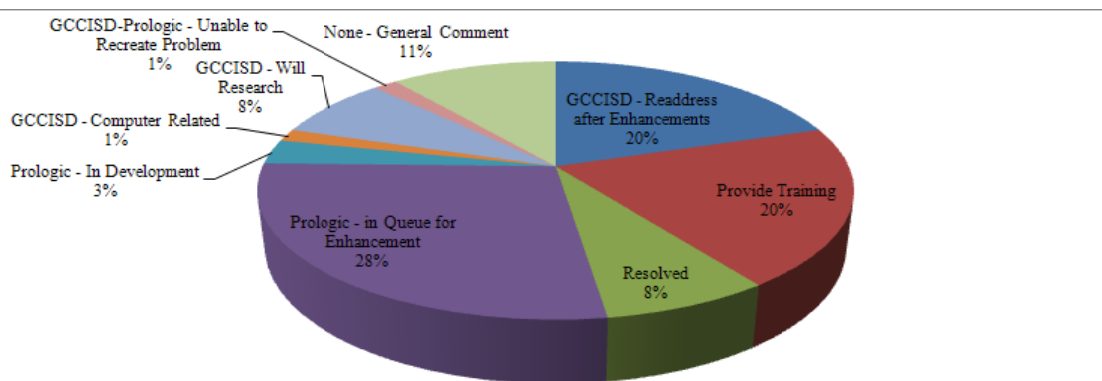
For the first item, it is taking more time to enter information than the previous program (Gradespeed), TMS has worked this as our top priority. The following is a summary of actions that have transpired since the concern was cited.

- On October 26, 2009, Diana Wilson, our SIS implementation project manager, surveyed our lead SIS gradebook teachers (see [supporting documentation A](#) for a list of teachers surveyed). During the summer, seventy-seven (77) teachers across the district were selected to be our lead SIS gradebook teachers. Prologic provided gradebook software training to these lead teachers, with a plan for these teachers to serve as mentors to help and train other teachers at their campuses.

The following are the survey questions that Diana sent to our lead SIS gradebook teachers:

- Does it take you longer to enter grades with the TEAMS gradebook than it did last year with GradeSpeed?
- If so, which areas is more time consuming?
- Are there areas you would like us to address with Prologic to improve the gradebook and make it less time consuming? What are those areas?

Of the 77 surveyed, 10 teachers provided responses (13%). The teacher responses from these 13% are provided in [supporting documentation B](#). A summary of their comments and concerns are shown in the following graph.

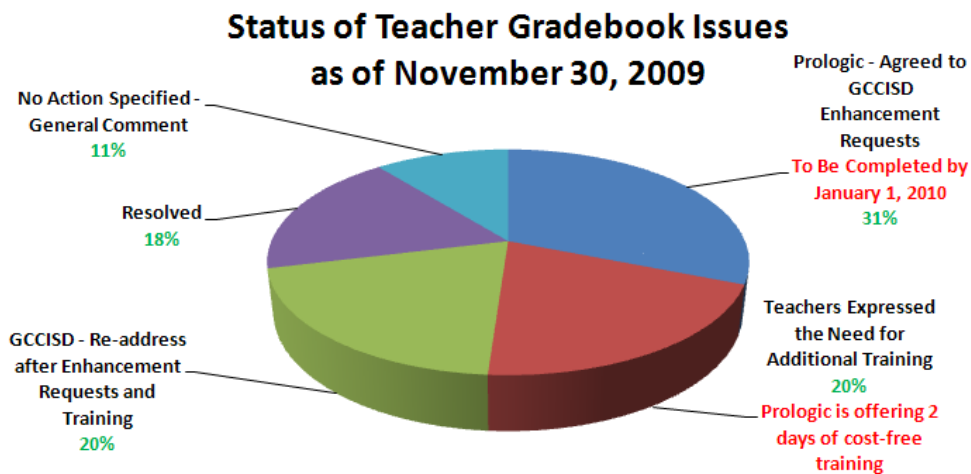


- By November 2, 2009, all lead teachers had an opportunity to provide comments and TMS had a chance to analyze the issues. Our entire team started working the issues as a top priority. This included Local Area Network (LAN) team, Wide Area Network (WAN) team, PC Technicians, Help Desk, and Campus Technology Specialists (CTS').

We communicated our level of commitment to the teachers and told them we were taking their comments very serious. We emphasized that we would do everything in our power to improve the teacher gradebook software.

- On November 5th and 6th, Diana Wilson, Michael Samuelson and I attended the TEAMS Prologic User Conference. Our focus was to attend the student accounting and teacher gradebook trainings, and meet every district in the state of Texas that uses the Prologic software so that we could share information and learn from these districts. We also attended the focus group meetings, with the Prologic management and software development teams. We expressed our deepest level of concern and used every persuasive measure available to get them to enhance their gradebook software. **It worked!**
- By the following Tuesday, November 10, 2009, we heard back from Prologic and they agreed to: 1) address 31% of the teacher concerns by enhancing their software before the end of the calendar year (January 2010), and 2) offer two days of cost-free training, which we are working to get scheduled.
- In summary, since October 26, 2009, we influenced Prologic to enhance 31% of the teacher's concerns in the gradebook software and provide 2 days of additional training (which constitutes 20% of their issues), and TMS resolved 18% of their problems. At the beginning of the year, after enhancements are implemented and training has been conducted, we will resurvey the teachers and make certain that the remaining 20% of their concerns have been addressed.

The following is a graph that shows our current status.



TMS would like to recognize Chris Bucklin, a lead SIS gradebook teacher/mentor from Horace Mann. He very clearly articulated ten suggestions for improvement in the gradebook software (see [supporting document C](#)). It was his suggestions that lead the overall enhancement effort. Each enhancement was right on target and written in a constructive, solution-oriented manner. As a teacher, he was a tremendous help to our conversion and implementation team!

Also included in [supporting documentation D](#), is a status of the overall Prologic Student Information System that was provided to the Curriculum and Instruction (C&I) team. If there are questions, concerns, or more information needed, please let me know.

Supporting Documentation:

- Supporting Documentation A – List of our lead SIS gradebook teachers by campus
- Supporting Documentation B – Responses and detailed comments from survey sent to lead SIS gradebook teachers
- Supporting Documentation C – 10 suggestions for improvement by Chris Bucklin
- Supporting Documentation D – Prologic Status for November 2009 C&I meeting

**Prologics/TEAMS Teacher Gradebook and Attendance Training
August 3, 5, 6 and 7, 2009**

Supporting Documentation A

School	Training Date	Campus Lead Teacher Trainer for Prologics Gradebook Software
Alamo	Thursday, August 6, 2009 8:00 AM - 2:00 PM	Amy Henderson , Lydia Maddox
Ashbel Smith	Thursday, August 6, 2009 8:00 AM - 2:00 PM	Lindsey Awalt , Belinda Morales
Austin	Wednesday, August 5, 2009 8:00 AM - 2:00 PM	Kelly Malone, Nicole Grisham
Baytown Junior	Friday, August 7, 2009 8:00 AM - 2:00 PM	Peter Cushman , David LaGrange , Amy Kaminski , Misty Dolgner, Lauren Shaw
Bowie	Thursday, August 6, 2009 8:00 AM - 2:00 PM	Jennifer Barnett , Jennifer Wolfford
Carver	Wednesday, August 5, 2009 8:00 AM - 2:00 PM	Joanna Bates , Tracy Brown
Cedar Bayou Junior	Friday, August 7, 2009 8:00 AM - 2:00 PM	Marie Drewnowski , Mary Gill , Sholanda Holmes , Candis Scott
Crockett	Wednesday, August 5, 2009 8:00 AM - 2:00 PM	Melaine Washington , Elizabeth Wilder
De Zavala	Wednesday, August 5, 2009 8:00 AM - 2:00 PM	Krystal Ford , Kristi Warren
Gentry Junior	Friday, August 7, 2009 8:00 AM - 2:00 PM	Donna Woods-Stellman , Carrie McRay , Allison Liner , Rick Sides , Sandra Christopher
Harlem	Wednesday, August 5, 2009 8:00 AM - 2:00 PM	Jennifer Winans , Kristi Fudge
Highlands Elementary	Thursday, August 6, 2009 8:00 AM - 2:00 PM	Aaron Berklund , D'Ann Proctor Gonzales
Highlands Junior	Friday, August 7, 2009 8:00 AM - 2:00 PM	Christina Pape , Kerry Reinhackel , Angela McDaniel , Deborah Kingsmill , Zerline McGinty
Hopper	Wednesday, August 5, 2009 8:00 AM - 2:00 PM	Sandy Bocox , Jody Holzaepfel
Horace Mann Junior	Friday, August 7, 2009 8:00 AM - 2:00 PM	Keith Cummings , Ami Liggett , Chris Bucklin , Susan Lewis
Lamar	Wednesday, August 5, 2009 8:00 AM - 2:00 PM	Carlos Zelaya , Ruth Perez
Lee High School	Monday, August 3, 2009 8:00 AM - 2:00 PM	Sherry Burr , Jeanette Edmiston , Sarah Flusche , Meg Galloway, Kurt Bouillion, Brenda Holt , Liz Ailles
Memorial High School	Monday, August 3, 2009 8:00 AM - 2:00 PM	Robby Magness , Kristen Jones , Kyle Hopper, Kellie Ellis , Melissa May , Robbin Lisbony , Mark Lowrie
San Jacinto	Wednesday, August 5, 2009 8:00 AM - 2:00 PM	Maria Faz, Dee Wilson
SCGC, Night School, ALP	Monday, August 3, 2009 8:00 AM - 2:00 PM	Marilyn Stoffells , Nettie Autry , Jaime McBride , Cathy Slay
Sterling High School	Monday, August 3, 2009 8:00 AM - 2:00 PM	Rick Olsen , Cheryl Dickerson , Gina Ham , Robin Richards , Karen Magourik , Kenny Rogers , Nichole Shuler, Terri White
Stuart Career Center	Monday, August 3, 2009 8:00 AM - 2:00 PM	Monelle Rougeau
Travis	Wednesday, August 5, 2009 8:00 AM - 2:00 PM	Kim Garcia , Heather McClure
Victoria Walker	Wednesday, August 5, 2009 8:00 AM - 2:00 PM	Carolyn Longbotham , Suzy Blystone

**Prologic TEAMS GradeBook Concerns/Comments/Improvements
(Inputs Gathered for Lead Teachers on October 26, 2009)**

**SUPPORTING
DOCUMENTATION B**

Teacher	Campus	Concern	Category	Response	Plan of Action
Rick Olson	Sterling	Poor navigation paths. In period 4 attendance and want to open period 5 grades. Try it! Ugggh!	GCCISD - Readdress after Enhancements	Need more specific suggestion for enhancement	Need specific information or wait until other enhancements are implemented then come back and readdress.
Rick Olson	Sterling	Does not generate reports on a consistent basis in the PDF format.	GCCISD - Readdress after Enhancements	Need details on which reports have issue	Need specific information or wait until other enhancements are implemented then come back and readdress.
Rick Olson	Sterling	3. If PROLOGIC wants me to discuss this with them I would be more than happy but, not during the time the School District is paying me to teach. Does Prologic have a BETA team, Test Team, Rollout Group, Help Desk, are there patches to fix mistakes like, having to verify a saved change? That is simply poor programming.	GCCISD - Readdress after Enhancements	District can choose to have UA environment updated first	Need specific information or wait until other enhancements are implemented then come back and readdress.
Rick Olson	Sterling	In concept TEAMS is a great idea I think, but it appears PROLOGIC wanted to roll it out before a thorough Beta Test.	GCCISD - Readdress after Enhancements	No specific issue to address	Need specific information or wait until other enhancements are implemented then come back and readdress.
Peter Cushman	Baytown Jr	It takes multiples more time to navigate the gradebook for TEAMS vs. Gradespeed	GCCISD - Readdress after Enhancements	No specific issue to address	Need specific information or wait until other enhancements are implemented then come back and readdress.
Peter Cushman	Baytown Jr	EVERYTHING takes more effort and time and key strokes. It is a clumsy process. Everything from adding assignments (Gradespeed would automatically add assignments to classes that had the same course name), to finalizing grades or progress reports (by class takes a great deal more time). All steps in between are a challenge as well. There is NOTHING easy with this program. IT IS just NOT streamlined for ease of use it is very difficult to put into words.	GCCISD - Readdress after Enhancements	Enhancemnt #2; Enhancement #4 ; Note: Finalize is an optional step that the campus could skip if wanted	Need specific information or wait until other enhancements are implemented then come back and readdress.
Peter Cushman	Baytown Jr	I realize that everything and every program has an adjustment time and we will get used to it and I am sure that there are some benefits to the business office, but that is HARD to see from the teacher's perspective. This is not a "User Friendly program" from the teacher perspective.	GCCISD - Readdress after Enhancements	No specific issue to address	Need specific information or wait until other enhancements are implemented then come back and readdress.
Peter Cushman	Baytown Jr	TEAMS just seems that it was written for a Data entry specialist, NOT a teacher with multiple responsibilities.	GCCISD - Readdress after Enhancements	No specific issue to address	Need specific information or wait until other enhancements are implemented then come back and readdress.
Peter Cushman	Baytown Jr	These progress reports marks the 3 rd time to enter grades and it was as frustrating as the first.	GCCISD - Readdress after Enhancements	No specific issue to address	Need specific information or wait until other enhancements are implemented then come back and readdress.
Tammy Mizell	Gentry	First, may I say, that I participated in helping to pick Prologic, and I feel as though I made a HUGE mistake. I personally don't like the system, and I've heard NUMEROUS complaints from other teachers as well. Some of my computer-challenged coworkers still can't navigate the system well. I have to help them each time.	GCCISD - Readdress after Enhancements	No specific issue to address	Need specific information or wait until other enhancements are implemented then come back and readdress.
Tammy Mizell	Gentry	Prologic/TEAMS is not a user friendly system. It requires too many steps for the Gradebook and Attendance.	GCCISD - Readdress after Enhancements	No specific issue to address	Need specific information or wait until other enhancements are implemented then come back and readdress.
Carlos Zelaya	Lamar	I am very disappointed and frustrated with TEAMS. The program has a lot problems that need to be resolved.	GCCISD - Readdress after Enhancements	No specific issue to address	Need specific information or wait until other enhancements are implemented then come back and readdress.
Chris Buklin	Horace Mann	3) In "Enter Classroom Grading", replace the initial "Search" screen (the first screen) with drop-down boxes and notifications ("grades have been posted to progress report"/"grades have been finalized" inside of the gradebook.	GCCISD - Readdress after Enhancements	Need more information – do not understand suggestion	

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**Prologics TEAMS GradeBook Concerns/Comments/Improvements
(Inputs Gathered for Lead Teachers on October 26, 2009)**

SUPPORTING
DOCUMENTATION B

Teacher	Campus	Concern	Category	Response	Plan of Action
Donna Woods-Stellman	Gentry	1. It does take longer, but primarily because it's new. I am getting faster, though, with practice.	None - General Comment	General Comment	None
Donna Woods-Stellman	Gentry	a. Linked to attendance	None - General Comment	General Comment	None
Rick Olson	Sterling	· If we are TEAMS does not have a PATCHES or a newer version we should drop it and look for something else or go back to the Old Dog.	None - General Comment	General Comment	None
Rick Olson	Sterling	1. Yes, by far. TEAMS is a good concept and would have been impressive in the early 90's.	None - General Comment	General Comment	None
Peter Cushman	Baytown Jr	TEAMS logs us out too fast. We have to log in to do attendance every period, doubles time.	None - General Comment	District decision	None - Time out is set for logout at 2 hours of inactivity.
Marie Drewnowski	Cedar Bayou	Having to sign in so many times during the day. Sometimes we are signing in 3 times a day.	None - General Comment	District decision	None - Time out is set for logout at 2 hours of inactivity.
Chris Buklin	Horace Mann	9) Increase the time allowed for inactivity on the search screens or eliminate it completely. I've advised my campus to log into their next classes' attendance screen after they are done taking attendance for their current class to avoid being logged out as frequently (which fixes the problem for the most part), but I don't see any useful purpose for timing out in attendance and forcing teachers to log in multiple times.	None - General Comment	District decision	None - Time out is set for logout at 2 hours of inactivity.
Marie Drewnowski	Cedar Bayou	The process time to have reports processed can be very lengthy. Some teachers have had to wait 12 min, 37 min or in line forever and the system shuts down.	Prologics - in Queue for Enhancement	Ticket #20091019019625	In queue for enhancement: 20091019019625
Chris Buklin	Horace Mann	1) In Maintain Teacher Gradebook, have the "Gradebook Course/Section" Default to the first class. This will save a step when setting up categories, and save a step when teachers are trying to go to the "Teacher Gradebook Assignment"	Prologics - in Queue for Enhancement	Enhancement #1 – default 1 st course/section in Teacher Gradebook on entry in Maintain Teacher Gradebook	In queue for enhancement: 200911020110780
Chris Buklin	Horace Mann	2) In "Teacher Gradebook Assignment", create a Y/N "All" column which will automatically copy assignments to all of the other classes. This would make the "Copy Assignment" tab only necessary if teachers wanted to copy an assignment to some classes.	Prologics - in Queue for Enhancement	Enhancement #2 – way to copy assignment to all sections when adding assignment	In queue for enhancement: 200911020110781
Chris Buklin	Horace Mann	4) Add a button in the grade entering screens that gives the users the option to POST ALL sections to progress reports/report cards. As the system is, signing in for the purpose of posting all classes takes 26 steps for teachers with 6 classes (and 14 for those who have 3 block classes). This change (in addition to the third change that I suggested) would reduce that process to only 4 steps regardless of how many classes a teacher has.	Prologics - in Queue for Enhancement	Enhancement #3 – Allow teachers to Post All for all sections; Campus should also consider using Campus Post	In queue for enhancement: 200911020110782
Chris Buklin	Horace Mann	5) In the "Report Card" and "Progress" Tabs, add a button that gives the users the option to FINALIZE ALL sections to progress reports/report cards.	Prologics - in Queue for Enhancement	Enhancement #4 – Allow teacher to Finalize All for all sections; Note: Finalize is an optional step that the campus could skip if wanted	In queue for enhancement: 200911020110783

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**Prologic TEAMS GradeBook Concerns/Comments/Improvements
(Inputs Gathered for Lead Teachers on October 26, 2009)**

SUPPORTING
DOCUMENTATION B

Teacher	Campus	Concern	Category	Response	Plan of Action
Chris Buklin	Horace Mann	As the system is, signing in for the purpose of finalizing all classes takes a minimum 32 steps for teachers with 6 classes (and 17 for those who have 3 block classes). This change (in addition to the third change that I suggested) would reduce that process to only 5 steps regardless of how many classes a teacher has.	Prologic - in Queue for Enhancement	Duplicate of #5	In queue for enhancement: 200911020110783
Chris Buklin	Horace Mann	7) Add a drop-down box in the "Report Card" (and one in the "Progress" tab) that allows teachers to switch from one class to another.	Prologic - in Queue for Enhancement	Enhancement #5 – add section filter to Report Card and Progress tabs, similar to Gradebook	In queue for enhancement: 200911020110784
Chris Buklin	Horace Mann	8) In attendance, skip the initial search screen, default to the first class of the current day, and add an option which take you to the search screen if you need to. After posting and verifying attendance, then take the teacher to the search screen.	Prologic - in Queue for Enhancement	Enhancement #6 – skip Take Attendance Search and take user to 1 st period of the day; Note: think this may work for Elementaries but would not be that helpful for Secondary campuses	In queue for enhancement: 200911020110785
Donna Woods-Stellman	Gentry	c. Can't sort columns. I would like to be able to sort a grade column so I can instantly see who passed, who failed, etc. I am having to hand-generate a list instead of having the computer do it for me.	Prologic - in Queue for Enhancement	Enhancement #7 – allow sort of column in Gradebook; Failure reports are available to the teacher	In queue for enhancement: 200911020110788
Marie Drewnowski	Cedar Bayou	Do not alphabetize the grade entries, even by date. We want the entries to stay as we put them into the program.	Prologic - in Queue for Enhancement	Enhancement #8 – sort assignments by date, then order entered	In queue for enhancement: 200911020110790
Robin Richards	Sterling	Where do I start? This program is not user friendly. My students have assignments that are weekly. Unless I type a date with the title, it rejects the assignment because it is a duplicate. Good luck with giving extra credit for anything. I also noticed it automatically alphabetizes more than one assignment for the same day. The attendance screen is terrible. I want to know at first glance if a student was absent previous to my class. In a nutshell, gradespeed is much, much better.	Prologic - in Queue for Enhancement	Enhancement #9 – ability to enter same assignment name in same grading period; Note: we allow same name across periods; Enhancement #8; Enhancement #10 – display prior absence indicator when taking attendance; Note: would have to determine if this means any absence or just in the prior period	In queue for enhancement: 200911020110791 and 200911020110792
Rick Olson	Sterling	This is real fun when trying to delete an assignment from a class that already had a student grade entered. No blanket deletion. I populated assignments ahead of time as well as test.	Prologic - in Queue for Enhancement	In queue for enhancement: 200911020110791 and 200911020110792	In queue for enhancement: 200911020110791 and 200911020110792
Tammy Mizell	Gentry	When making comments for Progress reports or grades, it requires too many steps. Clicking on the comments to get them to pop up, click "show values", Conduct grades not defaulting, etc... It's a pain! For me not so hard, but for some of my other coworkers, very difficult.	Prologic - in Queue for Enhancement	Enhancement #11 – add dropdown box to comments in Report Card tab	In queue for enhancement: 200911020110793
Donna Woods-Stellman	Gentry	a. BIGGEST COMPLAINT: I want to enter raw scores (assignment worth 40 points, and student makes 33, for example, and have the grade displayed as a percentage. I have sent this request in before, and received an email that the issue was forwarded to ProLogic. I don't want to have to hand calculate a percentage on every paper BEFORE I enter the grade. The program is already calculating the percentage (in order to generate a category average), so why can't it show a percentage (like Gradespeed did!).	Prologic - in Queue for Enhancement	Enhancement #12 – we display the grade from the scale since editing of the grade needs to be done according to the scale. A column could be added for every assignment that was not on a 100% scale to show 100% scale. Need to note that TEAMS does not round each assignment value to whole number when calculations result in decimals. Rounding of decimals only done for final cycle average. So if they tried to calculate the running average with the whole numbers displayed, there would be differences.	In queue for enhancement: 200911020110795
Donna Woods-Stellman	Gentry	d. Individual assignment grades displayed as percentage, even if input as a raw score (total correct divided by total possible).	Prologic - in Queue for Enhancement	Will enhance software.	In queue for enhancement: 200911020110795
Rick Olson	Sterling	You can only have one additional open session, when opening again, the original disappears.	Prologic - in Queue for Enhancement	Enhancement #13 – allow for more than one alternate session; Note: we allow for 2 now	In queue for enhancement: 200911020110796

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**Prologics TEAMS GradeBook Concerns/Comments/Improvements
(Inputs Gathered for Lead Teachers on October 26, 2009)**

SUPPORTING
DOCUMENTATION B

Teacher	Campus	Concern	Category	Response	Plan of Action
Peter Cushman	Baytown Jr	Comments are long and we could add our own on Gradespeed. Why can't the comments come up on the progress reports, that is another multiple click process for each class.	Prologics - in Queue for Enhancement	Enhancement #11; Enhancement #14 – allow free form comments for Report Card grades	In queue for enhancement: 200911020110798
Carlos Zelaya	Lamar	It takes much longer to use this than Gradespeed. There are so many more steps and also it is so illogical that you waste time trying to remember how it works and trying different steps until you figure it out. When you put in the assignments, they do not stay in the order (by date) that you enter them. So it takes longer to put in grades because you have to pay special attention to the order. Then when you try to generate a progress report, it takes forever and you have to guess which buttons to push to get it to work. Gradespeed was so user friendly. The places you clicked made sense and were easy to remember.	Prologics - in Queue for Enhancement	Enhancement #8	In queue for enhancement: 200911020110790
Carlos Zelaya	Lamar	Also, the progress reports on Gradespeed would categorize the grades but still keep them in date order and label the categories. This puts them in one long list, by categories but without category labels, and then alphabetizes them within the categories which makes no sense at all. They should at least be ordered by date.	Prologics - In Development	We agree that the order needs some reworking and will put in our development queue without going to user group prioritization	In development
Donna Woods-Stellman	Gentry	2. The thing that slows me down the most is the lack of consistency of commands between pages. Sometimes, we "save," but save is not at the same location on the page on every page. Sometimes we "continue" but continue is not located at the same place on each page. Sometimes, we "return", but again, not in a consistent location. This is confusing, and requires searching the page for details as each page is different.	Prologics - In Development	Will enhance software and send to development without user group prioritization.	In development
Rick Olson	Sterling	No help desk! Hello!	Provide Training	Prologics works with district to identify key central staff designated to call hotline. They also have a very extensive "Help" module that is accessible by all users.	Contact TMS for all problem resolutions.
Rick Olson	Sterling	Confirmation button after you have already saved? Why? Confirmation button when an illegal district code is entered. Why?	Provide Training	We added the pop-up so that users could see confirmation that their data was saved. We added this as a result of discussions with other district users who wanted the verification. The pop-up for bad data entry is not a confirmation, it is an alert to notify the user that the data cannot be saved.	None - confirmation button is for invalid data entry.
Marie Drewnowski	Cedar Bayou	Placing comments on the report card or progress report only shows up as a number on the written form. Parents don't know what the numbers mean. Could the comments be printed out?	Provide Training	There is a legend on progress reports and report cards. GradeSpeed progress reports used this same method. Secondary report cards did not include comments in previous years.	None
Chris Buklin	Horace Mann	10) Finally, figure out how to make it obvious which class is which. Section numbers have zero value to teachers. Anywhere that a teacher will be selecting a class, make sure that the period for that class is clear.	Provide Training	Teachers can enter an Alias to help them identify their course/sections	Train campus to enter an Alias to help them identify their course/sections

**Prologics TEAMS GradeBook Concerns/Comments/Improvements
(Inputs Gathered for Lead Teachers on October 26, 2009)**

**SUPPORTING
DOCUMENTATION B**

Teacher	Campus	Concern	Category	Response	Plan of Action
Chris Buklin	Horace Mann	6) Make automatically posting to progress reports or report cards the default, and have not posting as the option. For most teachers, this would eliminate the need to post at all and just leave finalizing. This (along with #3, #4, and #5) would turn a 44 step process (for teachers with 6 classes) or 23 step process (for those with 3) into a 5 step process.	Provide Training	Automatic posting would have significant impact on ownership logic and involve major rework. Campus should consider using Campus Post	Train campus to use the Campus Post function.
Donna Woods-Stellman	Gentry	b. The reporting is cumbersome and annoying. Also, I can't get the reports I need (failure list, current averages, individual student progress report, for example). I really miss this ability, and it will become a severe issue when we begin TAKS tutorials in January.	Provide Training	Need more information – these reports are available on the Reports button and from Report tree	Train teacher in reporting section
Rick Olson	Sterling	Unable to run a student report from the alternate window.	Provide Training	We were able to successfully run in alternate window and I verified capability with developer.	Train teacher to run student report from an alternate window.
Rick Olson	Sterling	Try deleting an assignment after you have created it and entered in one student's grade. Fun Fun fun!!!!	Provide Training	The user can go to the All column on the assignment and enter space and all grades will be deleted for the assignment.	Train teacher to use the all column on the assignment screen.
Rick Olson	Sterling	No undo button (entering grades)	Provide Training	There is a Restore button that works like an Undo	Train teacher to use the restore button
Rick Olson	Sterling	Running a report on a dropped student does not appear to be possible.	Provide Training	The reports that are run from the button in gradebook use default settings so that the user does not have to take time to fill out parameters. The default setting on the button does not include dropped kids. We looked at the Elementary Individual Progress, Class Assignment and Student Assignment reports and if run from the report tree (not button), dropped kids can be included.	Train teachers how to include dropped students.
Marie Drewnowski	Cedar Bayou	Capabilities to change categories every grading period	Provide Training	Gradebook has this capability if teacher allowed to add new categories	Train teachers how to use the setting to add new categories
Donna Woods-Stellman	Gentry	d. Really liked the "student grade page" that I could instantly access (and use for imputing grades) in Gradespeed. Can't do that in TEAMS.	Provide Training	Teacher can click on students name to narrow the view to just that student	Train teachers to click on the student's name to narrow the view to just see a particular student
Marie Drewnowski	Cedar Bayou	Attendance: We can't see from one class period to the other who we marked absent. For those of us with block classes, we have to take roll every class period because with 30+ students and several of them absent, you can't remember who is absent. Too time consuming and disruption of class asking who is absent. Can the attendance carry over? Also, it would be beneficial to see who has been absent all day so, we can see if someone is skipping class later in the day.	Provide Training	If course spans multiple periods, campus can choose to only take attendance in one period (exception if additional period is the official period). The 'A' button will show the teacher a summary of the student's attendance	Train teachers to only take attendance in one period (exception if additional period is the official period). The 'A' button will show the teacher a summary of the student's attendance
Donna Woods-Stellman	Gentry	e. Home access: I can access, but I get "timed out" even while working.	Resolved	Home access	Fixed - 20090928017511 Gradebook Access From Home
Gina Hamm		Really it doesn't take any longer, the only problem I have with the program is I wish I could enter assignments at home. I can put grades in, but I can't add assignments, so I have to make sure the assignment is already in and then grade at home.	Resolved	Home access	Fixed - 20090928017511 Gradebook Access From Home

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**Prologic TEAMS GradeBook Concerns/Comments/Improvements
(Inputs Gathered for Lead Teachers on October 26, 2009)**

**SUPPORTING
DOCUMENTATION B**

Teacher	Campus	Concern	Category	Response	Plan of Action
Marie Drewnowski	Cedar Bayou	Yes, it does take longer. It is hard to pinpoint what particular area(s). There is too much moving from one section to another, which has been mentioned. You have to look and try to figure how to do something not even knowing if the program can do what you want it to do. We are teaching each other how to use the program. We don't have time in school to play with the program while we are teaching. Using it at home is the best way to learn how to use the program. However, until we have full access at home that won't happen.	Resolved	Home access	Fixed - 20090928017511 Gradebook Access From Home
Tammy Mizell	Gentry	Home access: You can't add assignments from home.	Resolved	Home access	Fixed - 20090928017511 Gradebook Access From Home
Rick Olson	Sterling	2. Complete functionality is not only poor planned but, apparently was never BETA tested and if it was updated we do not have the updates. See the attachment I have created as problems have become strikingly evident. All the issues are not accounted for as I do not have time to document all the problems as time is somewhat limited and the frustration level mounts. For example, last night (Sunday and last Sunday night the site was down and we could not enter grades) How come we cannot run off our own server instead of theirs in NY?	Resolved	Home access	Fixed - 20090928017511 Gradebook Access From Home
Donna Woods-Stellman	Gentry	f. Basic screen: I don't like having a secondary scroll bar to view attendance or grades on a page. I'd prefer to have all data visible on one page with the main scroll bar. Currently, Scheduled Students are in a box with a secondary scroll bar. Only 16 students	GCCISD - Computer Related	In 1024x768 the standard resolution for TEAMS, we did not have the secondary scroll bar. Think they may be using a lower resolution that cause the secondary scroll bar to appear.	Check user's computer and make sure the correct screen resolution is being used.
Marie Drewnowski	Cedar Bayou	Parents think they are sending us an e-mail from the parent portal but we are not receiving them or at least not all of them.	GCCISD - Will Research	Will check e-mail address under user id.	GCCISD will research
Rick Olson	Sterling	MI (Two case sensitive characters, come on you have to be kidding! No screenhelp or drop down?) This should say MISSING not MI when a report is run for students. Same problem with I for incomplete.	GCCISD - Will Research	Campus may want to consider longer grade value (ex. MISS, INC); up to 4 characters; Enhancement #11	GCCISD will research
Rick Olson	Sterling	Cannot use arrow keys (when on a student's name) when entering grades	GCCISD - Will Research	Need to research #3	GCCISD will research
Rick Olson	Sterling	Often changes to single student because of the double click feature. (Annoying) Have to use the mouse because arrow keys do not work when selecting student to go to the grade. (Make up work is being entered not a clean single row to number crunch in)	GCCISD - Will Research	We are able to use the functions (arrows) in the grading area with no issue. Think user is always starting in student area when they can start in grading area. Need more information about number crunching.	GCCISD will research
Rick Olson	Sterling	When copying an assignment, you cannot see the section.	GCCISD - Will Research	Course/sections display on the copy page. Need further clarification of what they want displayed.	GCCISD will research
Natasha Holden	Sterling	Entering assignments and entering grades take a significant amount of time compared to GradeSpeed. GradeSpeed allowed you to go to the next student using enter or arrow down. TEAMS makes you double-click to be sure you are on the right student. I have had cases where my grades did not stay	GCCISD-Prologic - Unable to Recreate Problem	Unable to recreate problem. Submit ticket when frozen screen issue occurs so that technical team can evaluate. We are able to use the functions in the grading area with no issue. Think user is always starting in student area when they can start in grading area.	Contact TMS when issue occurs again. If timeout is occurring sooner than two hours of inactivity notify CTS as this could be a computer related problem.

42

Jackson, Frankie J

From: Bucklin, Christopher W.
Sent: Monday, October 26, 2009 11:57 AM
To: Wilson, Diana M; Ailles, Elizabeth; Autry, Nettie; Barnett, Jennifer M.; Bates, Joanna L.; Berklund, Aaron M; Blystone, Suzy E; Bocox, Sandy G; Bouillion, Jim K.; Brown, Tracy L; Burr, Sherry C.; Christopher, Sandra T.; Cummings, John K; Cushman, Peter A; Dickerson, Cheryl D; Dolgner, Misty L; Drownowski, Marie A; Edmiston, Jeanette; Ellis, Kelley E; Faz, Maria E; Flusche, Sarah L; Ford, Krystal M.; Fudge, Kristie M; Galloway, Margaret C.; Garcia, Kimberly D; Gill, Mary E.; Grisham, Pamela N; Ham, Gina M; Henderson, Amy M.; Holmes, Sholanda Y; Holt, Brenda K.; Holzaepfel, Jody L.; Hopper, Steven K.; Jones, Kristen L.; Kaminski, Amy E; Kingsmill, Deborah G.; LaGrange, David A; Lewis, Susan K; Liggett, Noemi C; Liner, Allison C; Lisbony, Robbin Diann; Longbotham, Carolyn S; Lowrie, Mark R.; Maddox, Lydia D; Magness, John R.; Malone, Kelli M; May, Melissa L.; McBride, Jaime L.; 'McClure, Heather E.'; Mcdaniel, Angela M; McGinty, Zerline A; Mcray, Carrie L; Morales, Belinda; Olsen, Frederick; Pape, Christina; Perez, Ruth; Pierce, Lindsey A; Proctor, D'Ann E; Reinhackel, Kerry A; Richards, Robin L; Rogers, Kenneth M; Rohach, Karen K; Scott, Candis J.; Shaw, Lauren Ann; Shuler, Nicole A; Sides, Rick L; Slay, Catherine A; Stoffels, Marilyn G.; Warren, Kristi L; Washington, Melaine L.; White, Terri L; Wilder, Elizabeth R.; Wilson, Daondria J; Winans, Jennifer D; Wolfford, Jennifer Renea; Woodsstellman, Donna S; Zelaya, Carlos
Cc: Jackson, Frankie J; Samuelson, Michael F; Coopersmith, Michael C
Subject: 10 Suggestions on How to Make TEAMS More Efficient

Diana (and all),

The following changes would significantly improve efficiency of the program:

- 1) **In Maintain Teacher Gradebook, have the “Gradebook Course/Section” Default to the first class.** This will save a step when setting up categories, and save a step when teachers are trying to go to the “Teacher Gradebook Assignment”
- 2) **In “Teacher Gradebook Assignment”, create a Y/N “All” column which will automatically copy assignments to all of the other classes.** This would make the “Copy Assignment” tab only necessary if teachers wanted to copy an assignment to some classes.
- 3) **In “Enter Classroom Grading”, replace the initial “Search” screen (the first screen) with drop-down boxes and notifications (“grades have been posted to progress report”/“grades have been finalized” inside of the gradebook.**
- 4) **Add a button in the grade entering screens that gives the users the option to POST ALL sections to progress reports/report cards.** As the system is, signing in for the purpose of posting all classes takes 26 steps for teachers with 6 classes (and 14 for those who have 3 block classes). This change (in addition to the third change that I suggested) would reduce that process to only 4 steps regardless of how many classes a teacher has.
- 5) **In the “Report Card” and “Progress” Tabs, add a button that gives the users the option to FINZALIZE ALL sections to progress reports/report cards.** As the system is, signing in for the purpose of finalizing all classes takes a minimum 32 steps for teachers with 6 classes (and 17 for those who have 3 block classes). This change (in addition to the third change that I suggested) would reduce that process to only 5 steps regardless of how many classes a teacher has.

These last two are the biggest complaint I’m hearing about.

- 6) **Make automatically posting to progress reports or report cards the default, and have not posting as the option.** For most teachers, this would eliminate the need to post at all and just leave finalizing. This (along with #3, #4, and #5) would turn a 44 step process (for teachers with 6 classes) or 23 step process (for those with 3) into a 5 step process.
- 7) **Add a drop-down box in the “Report Card” (and one in the “Progress” tab) that allows teachers to switch from one class to another.**
- 8) **In attendance, skip the initial search screen, default to the first class of the current day, and add an option which take you to the search screen if you need to. After posting and verifying attendance, then take the teacher to the search screen.**
- 9) **Increase the time allowed for inactivity on the search screens or eliminate it completely.** I’ve advised my campus to log into their next classes’ attendance screen after they are done taking attendance for their current class to avoid being logged out as frequently (which fixes the problem for the most part), but I don’t see any useful purpose for timing out in attendance and forcing teachers to log in multiple times.
- 10) **Finally, figure out how to make it obvious which class is which.** Section numbers have zero value to teachers. Anywhere that a teacher will be selecting a class, make sure that the period for that class is clear.


In my opinion, these changes would make a great difference in the quality of the program, it’s ease of use, and it’s reception by teachers and administrators.

Chris Bucklin

7th Grade Language Arts
Horace Mann Junior High School
310 S. Hwy. 146
Baytown, TX 77520
(281) 420-4585




*"What if the Headless Horseman had a headless horse? That would be chaos."
-Mitch Hedberg*




**Student Information System (SIS)
Prologic TEAMS Status**

Curriculum and Instruction Meeting November 13, 2009

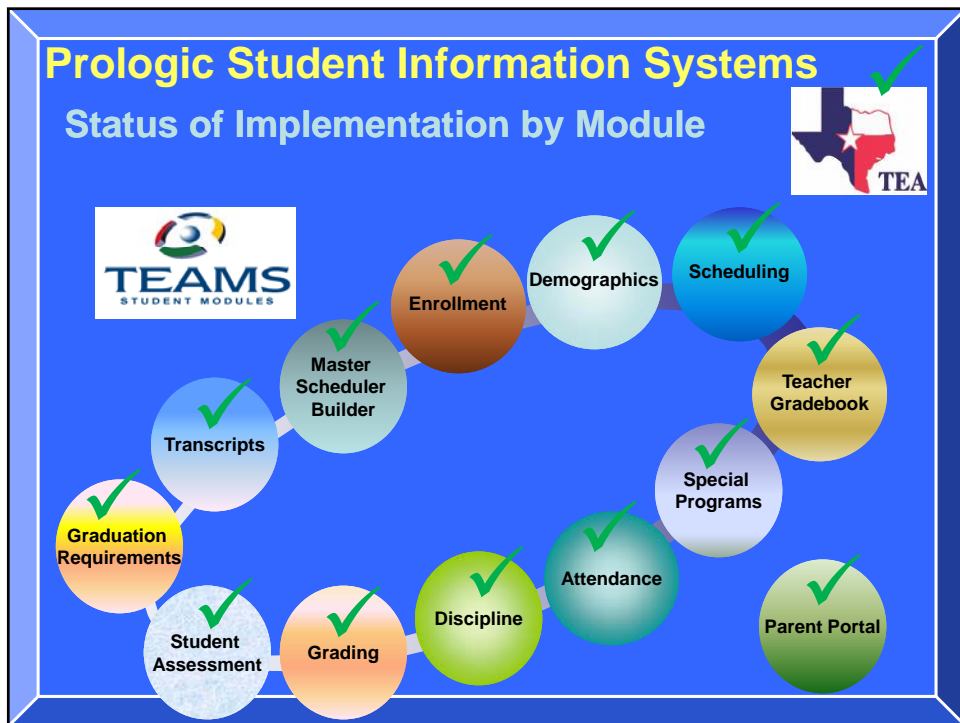
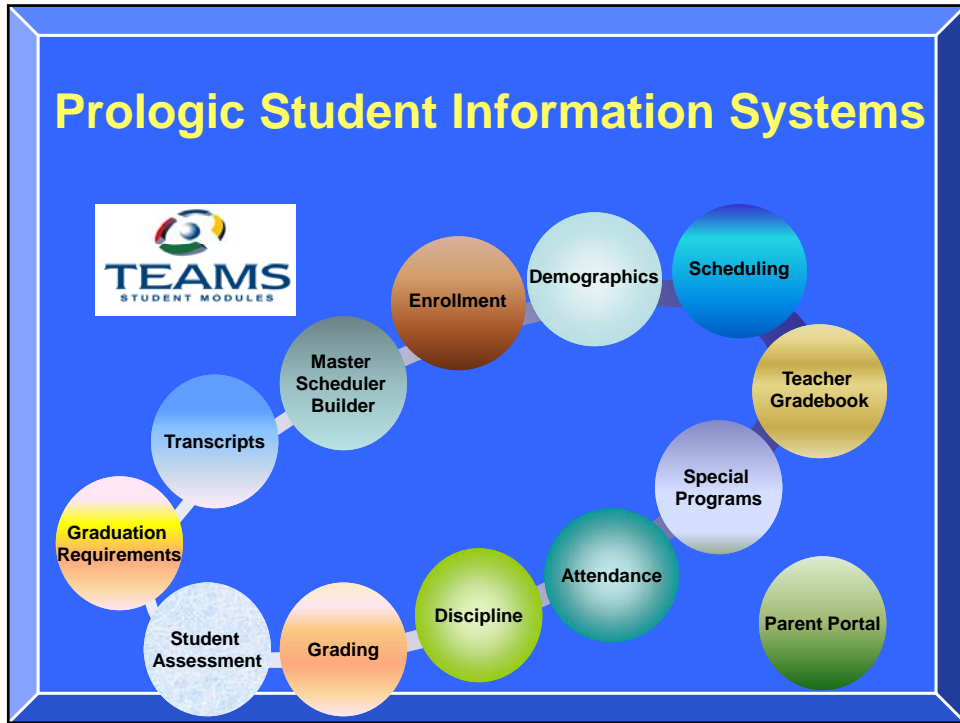
Prologic Student Information Systems

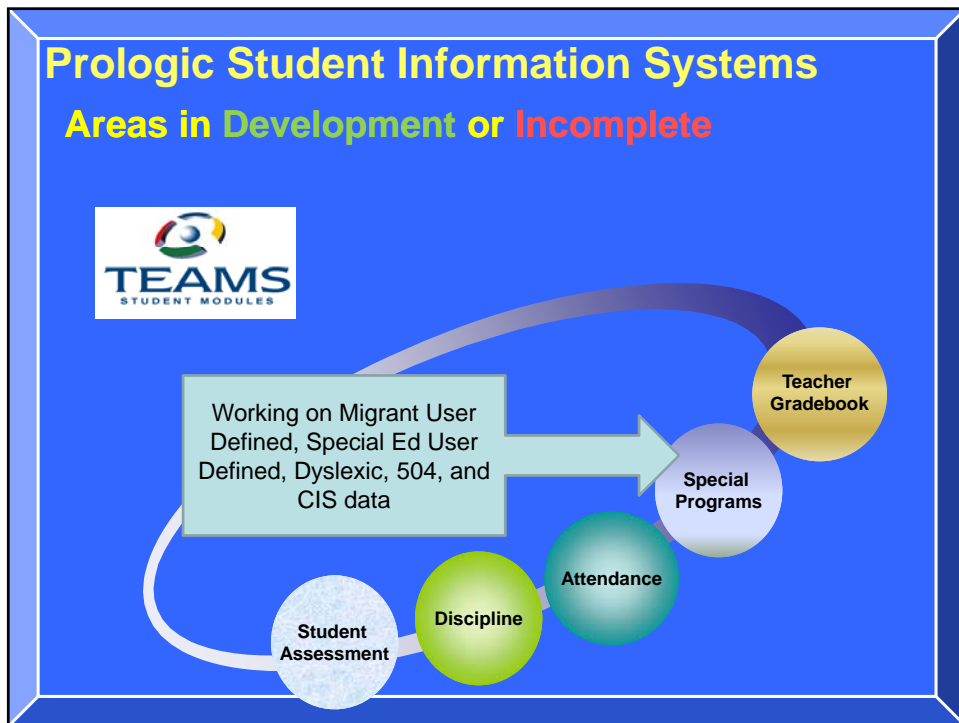
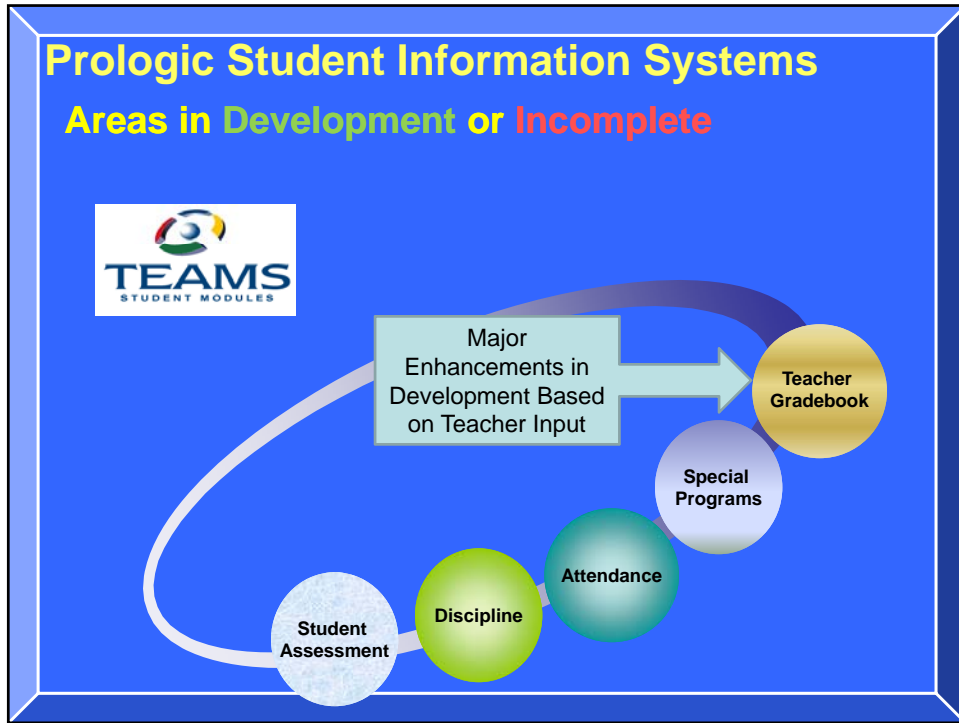


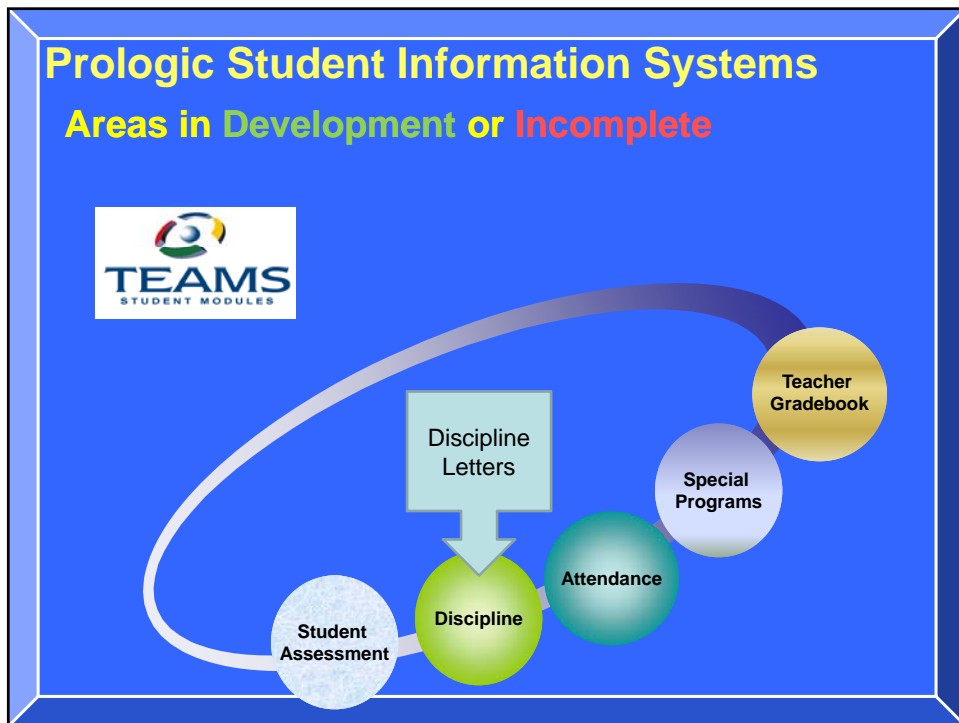
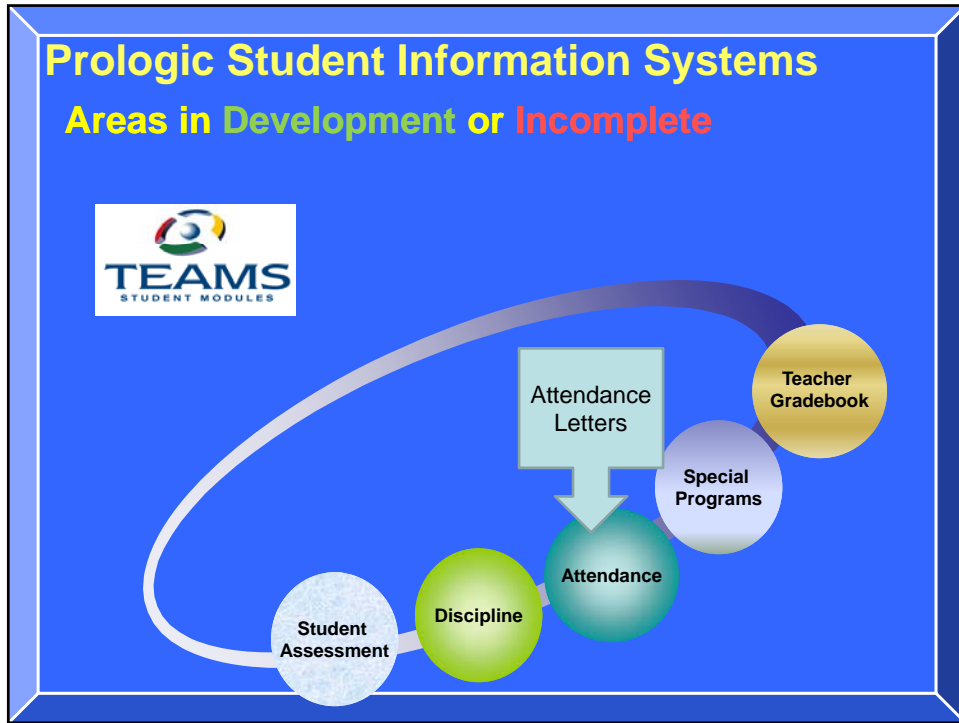
- A Total Education Student Management System for Texas

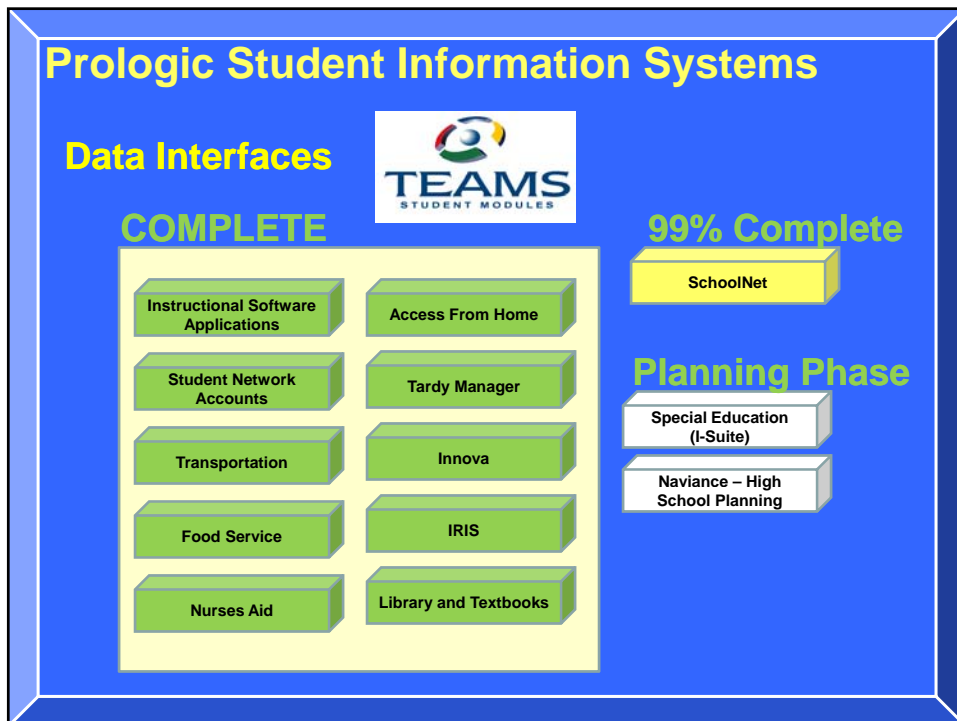
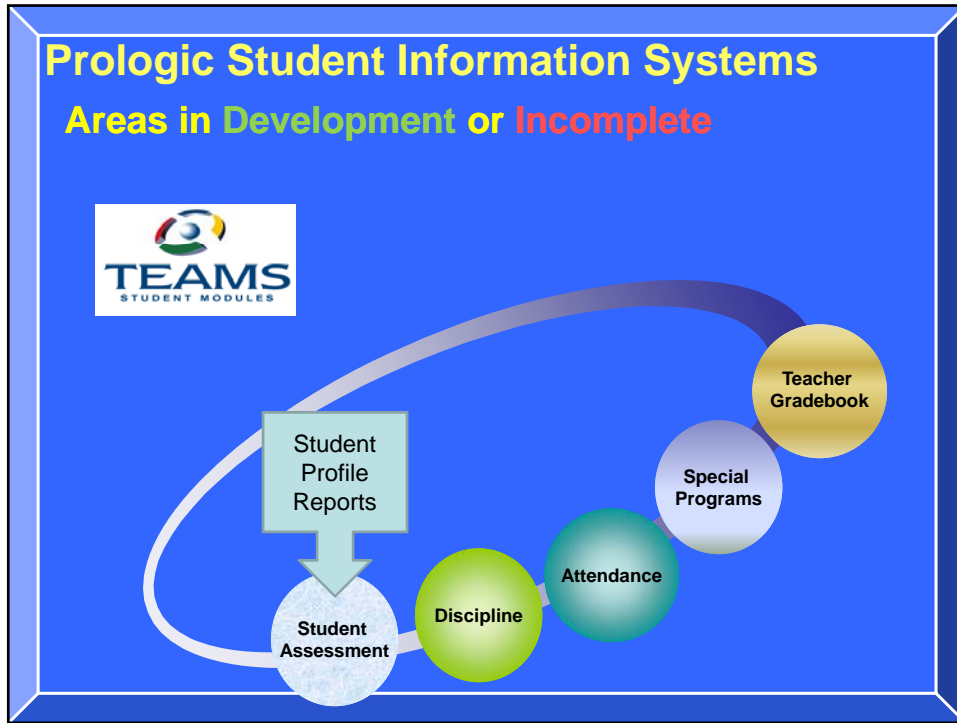


- One Complete, Web-based, Integrated Database
 - Built Around PEIMS
 - With Parent Access









Superintendent's Report

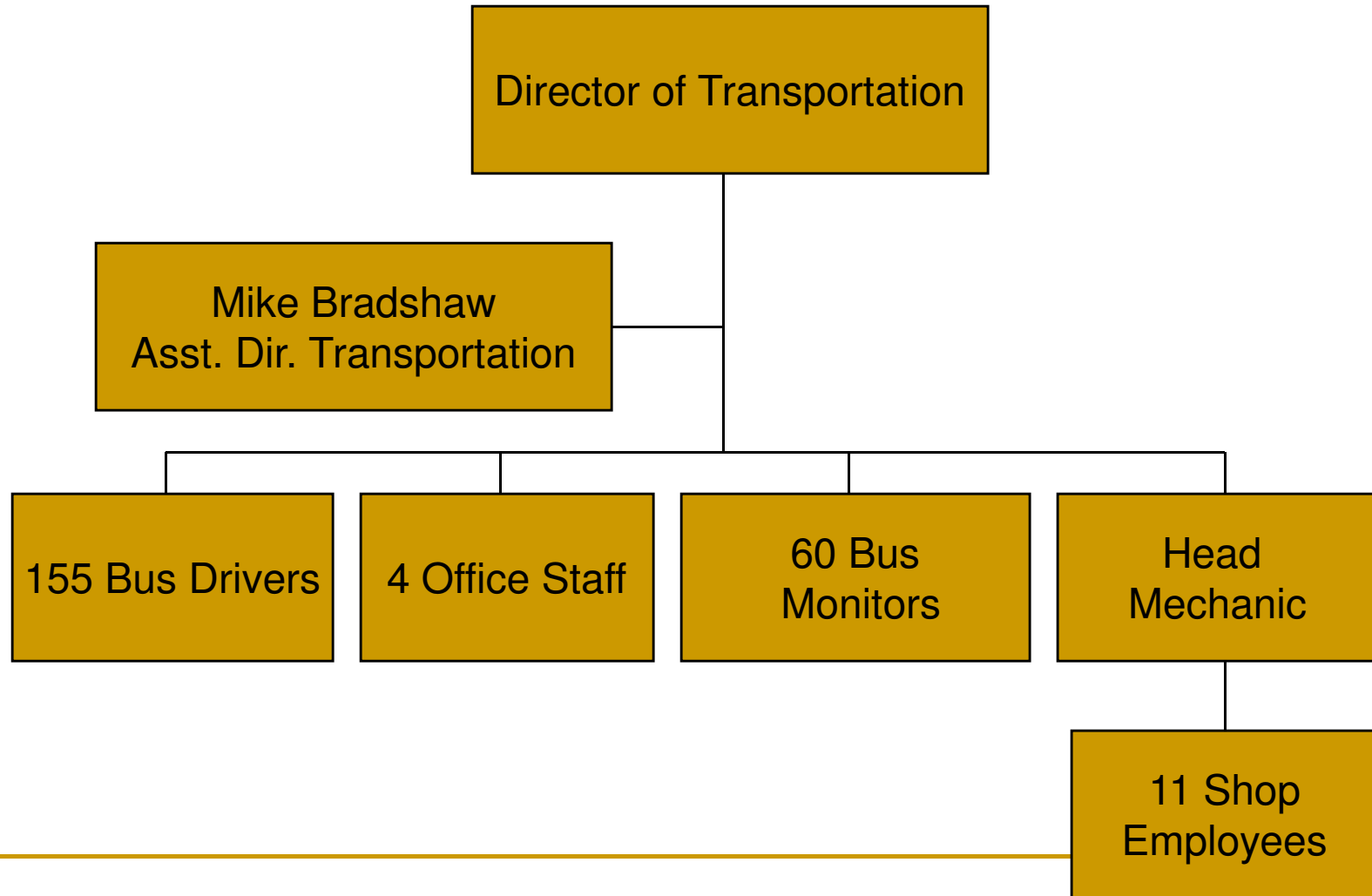
GCCISD

Transportation Department

Overview



Organizational Chart



Personnel Information

- Full-Time Driver Positions - **155**
 - Full-Time Driver Positions Open - **0**
 - Part-Time Driver Positions - **24**
 - Monitor Positions - **60**
 - 42 Monitors for Special Needs Routes
 - 18 Monitors for Regular Routes (with discipline issues) and Substitutes
 - Daily Substitutes - **24**
-

Operations Information

Regular Education Routes

- 101 Buses Assigned to Regular Ed
- 109 Elementary School Routes
- 73 Middle School Routes
- 86 High School Routes
- 28 Pre-K Routes
- 26 Career Center Routes
- 332 Total Regular Routes
- 12,614 Average Daily Riders
- 1,094,000 Miles Driven
- 2008/2009 School Year Cost \$3.7 Million

Special Education Routes

- 43 Buses Assigned to Spec Ed
- 34 Special Education Routes
- 418 Special Needs Students
- 484,000 Miles Driven
- 2008/09 School Year Cost \$1.6 Million
- Current Year Budget \$5.3 Million
 - Labor
 - Fuel
 - Buses
 - Bus Parts

Bus Information

Bus Parking Locations

- Lee Drive Bus Terminal
33 Buses
- Main Street Bus Parking Lot
43 Buses
- Stadium Parking Lot
102 Buses
- Wade Road Parking Lot
14 Buses

- **Total Buses = 192**

Number of Buses by Age

- 94 Buses – 1-5 Years Old
- 62 Buses – 6-10 Years Old
- 36 Buses – 10+ Years Old

Operations Information (continued)

Mechanical Status

- 140 Regular Education Buses
 - 11 Regular Education Buses down with mechanical issues
 - 52 Special Education Buses
 - 4 Special Education Buses down with mechanical issues
-

Operations Information (continued)

Air Conditioning Status

- 55 Regular Education Buses with Air Conditioning
 - 9 Regular Education Buses down with Air Conditioning Issues
 - 40 Special Education Buses with Air Conditioning
 - 4 Special Education Buses down with Air Conditioning Issues
-

Vehicle Needs

- 3 Regular Education Buses (48-77 passenger)
- 4 Special Education Buses (with lifts)



Transportation Trends

Bus Rider Statistics

- 2008 Daily Bus Rider Average 11,765
- 2009 Daily Bus Rider Average 12,614
- We anticipate the trend will continue to rise.

Labor Trend

- Additional bus drivers will be hired to meet new transportation demands.
-



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**RICK KIRK, ASSISTANT SUPERINTENDENT
ASSESSMENT and ACCOUNTABILITY**

Date: 11/30/2009
To: Dr. Toby York, Interim Superintendent
From: Rick Kirk, Assistant Superintendent for Assessment and Accountability
RE: Process Underway to Change GCCISD Grading Policy to Meet SB 2033 (Grading)

Since the passing of Senate Bill 2033 in July, we have been waiting for the TASB Policy Service to send recommended policy changes for EIA (Legal and Local) addressing our grading policies. We have now received the recommended policy changes in Update 86 (see New EIA attached). I have copied below the TASB Explanatory Notes for these two policies that describe the changes and recommended further action.

**EIA (LEGAL) ACADEMIC ACHIEVEMENT
GRADING/PROGRESS REPORTS TO PARENTS**

We have added a new provision from SB 2033, effective June 19, 2009, requiring a district to adopt a grading policy before each year. The policy must include provisions for the assignment of grades on class assignments and examinations, must require a classroom teacher to assign a grade that reflects the student's relative mastery of an assignment, may not require a teacher to assign a minimum grade for an assignment without regard to the student's quality of work, and may allow a student a reasonable opportunity to make up or redo a class assignment or examination for which the student received a failing grade. See the explanatory note for EIA (LOCAL).

A student who is appointed as a STUDENT ELECTION CLERK may apply the service toward one of the following: a school project, a service requirement for an advanced course, or a service requirement for a school-sponsored extracurricular activity. This new provision is from SB 1134, effective September 1, 2009.

At NOTICE OF PERFORMANCE RATING we have added the requirement from HB 3, applicable with the 2009-10 school year, that each student's first report card include a statement of whether the campus has been awarded a distinction designation or has been identified as unacceptable and an explanation of the significance of those ratings.

**EIA (LOCAL) ACADEMIC ACHIEVEMENT
GRADING/PROGRESS REPORTS TO PARENTS**

Recommended revisions to this policy are based on SB 2033 [see the explanatory note for EIA (LEGAL), above]. The new law requires a district to adopt a grading policy before each year. A district's policy may not require a teacher to assign a minimum grade for an assignment without regard to the student's quality of work. The district's EIA (LOCAL) on grading already requires the superintendent to ensure that each campus or instructional level develops grading guidelines for teachers to follow in determining student grades. Consistent with this new law, grading guidelines should be reviewed each year and should ensure that grading reflects a student's relative mastery of an assignment.

The district's policy may allow a student a reasonable opportunity to redo a class assignment or retake a test for which the student received a failing grade. A new provision at GUIDELINES FOR GRADING reflects this option. The grading guidelines should include the criteria for when the district will allow a redo or retake. For example, the district may decide not to allow a redo or retake if a student received a failing grade because of academic dishonesty or other such circumstances. If

your district never allows a student to redo an assignment or retake a test that the student failed, please contact your policy consultant so that this provision can be removed.

We recommend that the district delete its provision at RECORDING FAILING GRADES. In light of the new law prohibiting a grading policy from requiring a teacher to assign a minimum grade for an assignment without regard to the student's quality of work, we recommend that the district consult with its school attorney regarding continuation of this practice. If the district wishes to continue this practice, then this provision would be more appropriately addressed in the grading guidelines.

Please note: We offer for your consideration our standard text at CONFERENCES. In addition, the district's locally developed language at THREE-WEEK REPORTS has been revised and moved to INTERIM REPORTS. Finally, we recommend deletion of the district's locally developed provisions regarding the manner in which achievement is reported to parents in PREKINDERGARTEN/KINDERGARTEN, GRADE 1, GRADES 2-5, and GRADES 6-12 because this information would be more appropriately addressed in an administrative regulation such as the grading guidelines or the student handbook.

Commissioner of Education Robert Scott, in a correspondence to superintendents dated October 16, 2009 explained that the Texas Education Agency interpretation of SB 2033 considered the law to also include grading period and semester averages as well as grades on assignments and examinations.. Our current Uniform Grading Policy does not allow the assignment of a grade less than 50% for a grading period average in grades 1-8 or for the first and fourth grading periods in grades 9-12. As we have discussed in Executive Council and based on the commissioner's letter and conversations with the TASB Policy Service, we will be required to change our local grading policy to reflect that no minimum grades will be assigned for grading period averages.

In light of this, we believe it is important that we look closely at our Uniform Grading Policy and receive input from our Instructional Leadership Council (ILC) to make sure that the new policy not only eliminates the assignment of minimum grades but also defines and sets uniform guidelines to insure that all students are allowed reasonable opportunity to make up or redo a class assignment or examination for which the student received a failing grade.

We began this discussion with the ILC and established a subcommittee at their meeting in November. The subcommittee will meet on December 10th to do the following (an additional meeting may be scheduled if needed):

1. Review our current EIA policies
2. Review the recommended EIA policies from the TASB Policy Service
3. Determine how to define: "(3) may allow a student a reasonable opportunity to make up or redo a class assignment or examination for which the student received a failing grade" (as stated in SB 2033) to be included in revisions to the Uniform Grading Policy and Student Handbook.
4. Recommend changes to the current Uniform Grading Policy (we need to change the name of this Document to Uniform Grading Guidelines) to be brought before the ILC and then recommended to the Board of Trustees.

We began assigning minimum grades for a reason and it is well stated in an article by Joe Smith with Texaslsd.com. The article is titled "Minimum Grades" and appeared on October 21, 2009. Joe Smith writes, "I have considered this issue for years and have used minimum grades in an attempt to prevent students from getting into a position where they have no chance of passing...The purpose of minimum grades is motivation." We have to make sure that the policy we create serves all students and is flexible enough to help students see a clear pathway to passing and graduation.

SCHOOL BOARD AGENDA ITEM SUMMARY

December 14, 2009

SUBJECT: CONSIDERATION OF BUDGET AMENDMENTS

RECOMMENDED ACTION: Approve Amendments No. 14 and 15 as stated in Section 23.47 of the Texas Education Code and reflect the amendments in the official minutes of the Board of Trustees.

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

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

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Pape

**Goose Creek Consolidated Independent School District
Estimated Total General Fund Balance
As of December 14, 2009**

Unaudited General Fund Balance as of August 31, 2009 (net of inventory and prepaid items)	\$69,500,000
 General Fund Balance Designations at August 31, 2009:	
Bond Contingency	(\$6,000,000)
Disaster Recovery	<u>(\$5,500,000)</u>
	<u>(\$11,500,000)</u>
 Adjusted Unaudited Unreserved General Fund Balance as of September 1, 2009	 <u>58,000,000</u>
 <u>Fund Balance Budget Amendments</u>	
09/14/09 #1 Building Improvements - MOTS Parking	(490,573)
09/14/09 #2 Security Deposit and Rent for New Warehouse Facility	(105,000)
09/14/09 #4 West Town/Pumphrey Relocation	(1,780,578)
09/28/09 #5 Demolition of Lindberg Warehouse	(200,000)
10/26/09 #6 School-Based Clinic Installation	(121,200)
10/26/09 #7 Construction Activities Due To West Town Closing	(6,742,694)
10/26/09 #10 Roll-forward Purchase Orders from 2008-2009	(1,998,885)
11/09/09 #11 Land Acquisition - Former Hasty Storage Facility	(1,540,000)
12/14/09 #15 Land Acquisition - 4.82 Acres on Bayway Drive	(pending) (500,000)
Total Change in Fund Balance	 <u>(\$13,478,930)</u>
 Current Estimated General Fund Balance	 <u>\$44,521,070</u>

BUDGET AMENDMENT

Amendment No. 14
General Fund
Fund No. 199
Local Maintenance Fund

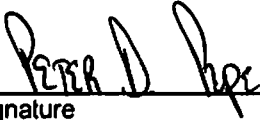
REVENUE INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-00-5748-00-000-0-99-000	Revenue - Sale of Equipment	<u>\$ -</u>	<u>\$ 6,289</u>	<u>\$ 6,289</u>

APPROPRIATIONS INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-51-6121-00-913-0-99-670	Support Staff Extra Pay/Overtime - Auction	\$ -	\$ 6,000	\$ 6,000
199-51-6399-00-913-0-99-670	Supplies - Auction	-	289	289
	TOTAL	<u>\$ -</u>	<u>\$ 6,289</u>	<u>\$ 6,289</u>

This amendment to increase estimated revenues and appropriations \$6,289 in a General Fund is requested by Pete Pape, Chief Financial Officer, to incorporate into the district's books and records auction proceeds.



Signature

BUDGET AMENDMENT

Amendment No. 15
General Fund
Fund No. 199
Local Maintenance Fund

APPROPRIATIONS INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-00-3600-00-000-0-99-000	Fund Balance	\$ -	\$ (500,000)	\$(500,000)
199-81-6619-00-732-0-99-000	Land Acquisition		500,000	500,000
	TOTAL	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

This amendment to increase appropriations \$500,000 in the General Fund is requested by Pete Cote, Executive Director of Support Services and Special Projects, to incorporate into the district's books and records funds for the purchase of 4.82 acres on Bayway Drive.

Pete Pope for Pete Cote
Signature

SCHOOL BOARD AGENDA ITEM SUMMARY

December 14, 2009

**SUBJECT: CONSIDERATION OF REQUEST FOR PROPOSAL (RFP)
#102909-3 TO PURCHASE AUTO/BUS PARTS**

RECOMMENDED ACTION: Approve to award all responding vendors, Beta Technology, Certified Laboratories, Clear Glass Mobile, International Trucks of Houston, Cummins Southern Plains, LLC, O'Reilly Auto Parts, Parts Supply Co., Strong Source, LLC, Texas Alternator, Winzer, and XL Parts to provide automobile and bus parts for the district.

RATIONALE: To establish pricing for those parts necessary to maintain district vehicles in a safe and efficient mechanical condition.

BUDGET PROVISIONS/ACTION REQUIRED: 2009 – 2010 Budget

RESOURCE PERSONNEL: Dr. Toby York
Mr. Byron Terrier
Mr. Pete Côté
Mr. Pete Pape
Mr. David Fluker
Ms. Trudy Masters

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
DIRECTOR OF PURCHASING
BAYTOWN, TEXAS 77521

Request for Proposals for Auto/Bus Parts were received and opened by the Director of Purchasing on October 29, 2009 at the Administration Building from the following vendors:

Beta Technology
Certified Laboratories
Clear Glass Mobile
Cummins Southern Plains LLC
International Trucks of Houston
O'Reilly Auto Parts
Parts Supply Co.
Strong Source LLC
Texas Alternator
Winzer
XL Parts

Proposal notices were mailed to twenty-three (23) vendors with only eleven (11) responding for consideration. This was advertised as required by law. We find that the request for proposal process provides the best value to the district and recommend that those vendors meeting district specifications be regarded as an approved vendor for the district.

This recommendation is made by Byron Terrier, Assistant Superintendent for Administrative Services; Pete Côté, Executive Director of Support Services and Special Projects; Pete Pape, Chief Financial Officer; David Fluker, Executive Director of Facilities Management; Trudy E. Masters, Director of Purchasing; Ron Loveless, Director of Maintenance; and Mike Manley, Director of Operations and Grounds.

Trudy E. Masters
Director of Purchasing



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

DEBORAH FINN
Supervisor of Facilities Management

November 18, 2009

TO: Trudy Masters
FROM: Deborah Finn
SUBJECT: Auto/Bus Parts Contract
RFP #102909-3

The Purchasing Department has reviewed and evaluated the annual auto/bus parts contract pricing sheets. The district anticipates purchases in excess of \$50,000 annually.

This contract is used for the daily operation of all district transportation needs, which includes student, maintenance, operations, grounds and warehouse. The district relies on vendors to deliver parts and supplies in a speedy manner. It is not uncommon with a bus/auto fleet the size of our district to call for a Just-In-Time Delivery service and a Stocked Items Delivery in our contract.

The Just-In-Time Delivery requires items to be delivered within a 30-minute time window. It is very crucial that these needs are met. If these delivery needs are not met, it can present a domino effect on the whole operation of the district transportation system which may delay getting students to class on time and/or travel time to special events that may be scheduled. Stocked Item Delivery time is very important as well. In most cases these items are mechanical, such as a bus motor or transmission, which requires one day delivery time.

We feel it is in the best interest of the district to award this contract to all responding vendors. This method of awarding vendors will provide the district with a larger group of vendors to secure necessary parts in a short time period. These items will be purchased on an "as needed" basis.

Xc: Byron Terrier
Pete Côté
Pete Pape
David Fluker
Trudy Masters
Ron Loveless
Mike Manley

AUTO/BUS PARTS
RFP #102903-3

PROPOSAL EVALUATION

88

PRICING	VENDOR'S SUBMITTING PROPOSAL										
	Beta Technology	Certified Laboratories	Clear Glass Mobile	International Trucks of Houston	Cummins Southern Plains LLC	O'Reilly Auto Parts	Parts Supply Co.	Strong Source LLC	Texas Alternator	Winzer	XL Parts
Discount From Shelf/Catalog Price	10%	10%	10%	National Fleet Discount	Avg. 16.67%	List Less 40% or more	NONE	25	30%	25%	60%
Discount For Quantity Purchases	N/A		0%	National Fleet Discount	N/A	0%	NONE	10	30%	25%	
Discount For Parts Picked Up By District	N/A		0%	0%	N/A	0%	NONE	10	30%	0%	5%
Will there be additional discounts	NO		NO	YES	NO	NO	NO	YES	NO	YES	YES
Mimimum Delivery	\$100		NONE	N/A	N/A	0	NONE	1 Hour	NONE	0	3 Hours
Approximate Time Required for Delivery			24 HOURS	1 DAY	Next Day + Standard	1 Hour	30-45 Min.	1 Day	1 Day	24 Hours	3 Hours
Freight Charges In The Event of Delivery	N/A		NONE	N/A	Under \$1500	0	On Special Order	NONE	NONE	\$10.50	NONE
Minimum Order Dollar Amount (If Any	\$100		NONE	N/A		0	NONE	NONE	NONE	0	NONE
Can You Meet The Delivery	NO			YES		YES	NO	YES	NO	NO	YES
Please State Your Average Delivery	480 Min.			45 Min.		45-60 Min.	30-45 Min.	90 Min.	2000 Min.	24 Hours	480 Min.

SCHOOL BOARD AGENDA ITEM SUMMARY

December 14, 2009

SUBJECT: CONSIDERATION OF INTERLOCAL CONTRACT WITH EDUCATIONAL PRE-SERVICE SUPERVISORS

RECOMMENDED ACTION: Approve the contract with Educational Pre-Service Supervisors for a total cost not to exceed \$21,250.00 for spring 2010.

RATIONALE: The district receives approximately 20 student teachers/interns annually. Most universities require a designated district supervisor. This contract will fulfill the district's interlocal agreement with the universities to provide supervision to the interns during the 12-18 weeks they are assigned in the district. The teacher who currently performs this duty is retiring. This initiative supports the district's Baytown Area Education Recruitment and Retention (BAER2) "grow your own" teacher initiative.

BUDGET PROVISIONS/ACTION REQUIRED: Budget transfer of salary to contracted services.

RESOURCE PERSONNEL: Dr. Toby York
Mr. Byron Terrier
Ms. Susan Moore-Fontenot
Mr. Richard Peebles

**AGREEMENT
BETWEEN
EDUCATIONAL PRE-SERVICE SUPERVISORS AND
GOOSE CREEK CONSOLIDATED ISD**

This AGREEMENT is executed on January 7, 2010 between **Educational Pre-Service Supervisors**, sometimes referred to as "Pre-Service Supervisors" in this Agreement and **Goose Creek Consolidated ISD**, sometimes referred to as "Facility" in this Agreement. All references to students placed in an internship or pre-service training capacity will be referred to as "intern". The standard placement in the pre-service training program shall be referred to as the "internship".

WITNESSETH:

WHEREAS, the Pre-Service Supervisors and the Facility have the following common objectives: (1) to provide pre-service training in terms of educational and related instruction for the students of the Facility; (2) to improve the overall education program of the interns by providing opportunities for learning experiences that will progress the intern to advanced levels of performance; (3) to increase contacts between academic facilities and expertise; and (4) to establish and operate a pre-service internship of the first rank;

NOW, THEREFORE, for and in consideration of the foregoing, and in further consideration of the mutual benefits, the parties to this Agreement agree as follows:

(1) **GENERAL INFORMATION:**

- (a) The internship will be consistent with the semester plan for the university.
- (b) The period of time for each intern's clinical teacher education will be mutually agreed upon at least one month before the beginning of the internship.
- (c) The number of interns eligible to participate in the internship will be mutually determined by agreement of the parties and may be altered by mutual agreement in writing.

(2) **RESPONSIBILITIES OF THE PRE-SERVICE SUPERVISORS:**

- (a) The Pre-Service Supervisors will send the name and biographical data of each intern to the Facility at least four (4) weeks before the beginning date of the internship.
- (b) The Pre-Service Supervisors is responsible for supplying any additional information required by the Facility prior to the arrival of the intern(s).

- (c) The Pre-Service Supervisors will assign to the Facility only those interns who have satisfactorily completed the prerequisite requirements for the internship.
- (d) The Pre-Service Supervisors will designate a coordinator to coordinate with a designee of the Facility regarding the assignment to be assumed by the intern participation in the internship.
- (e) The Pre-Service Supervisors will appoint a designee who shall be responsible to the Facility.
- (f) The Pre-Service Supervisors will enforce rules and regulations governing interns that are mutually agreed upon by the Pre-Service Supervisors and the Facility in writing or are set forth in law or Facility policies.
- (g) The Pre-Service Supervisors shall notify the interns of the district's requirement that the interns admitted to the internship must obtain and keep in effect at their own expense (if required), a personal liability insurance policy covering their actions at the Facility under this Agreement. It is understood and agreed that no intern will be admitted to the internship until such time as the required insurance has been procured and that any intern whose coverage either lapses or is canceled during the internship shall be suspended from the internship at the Facility until such time as the required insurance has been established. A copy will be provided by the Facility.
- (h) The Pre-Service Supervisors shall recommend to the Director of Personnel for Elementary and Junior Schools to remove from the internship the intern that is requested to be removed from the Program pursuant to Section (3C) below immediately upon receipt of such request.
- (i) The Pre-Service Supervisors certify that all employees, including the principal owner of the company as an independent contractor, who have continuing duties related to the service to be performed at the Facility and who also have direct contact with interns have undergone the required criminal history background check or national criminal history record information review which may include fingerprints and photography and that no prohibited contact as described herein was revealed.

(3) **RESPONSIBILITIES OF THE FACILITY:**

- (a) The Facility shall provide a jointly-planned, supervised program of clinical experience.
- (b) The Facility shall maintain complete records and reports on each intern's performance and provide an evaluation to the Pre-Service Supervisors on forms provided by the Pre-Service Supervisors and the university.

- (c) The Facility may request the Pre-Service Supervisors to withdraw from the internship any intern whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility, or whose health status is hazardous to the Facility's interns or personnel, or is detrimental to the intern's successful completion of the clinical education assignment.
- (d) The Facility shall provide equally to each intern participating in the internship, within a given semester, any intern arrangements and considerations mutually agreed upon by the Pre-Service Supervisors and Facility in writing.
- (e) The Facility shall, on reasonable request, permit the discussion of the intern's progress in helping interns achieve academically and uphold the confidential nature of intern records.
- (f) The Facility shall designate and submit in writing to the Pre-Service Supervisors for acceptance the name and professional academic credentials prospective intern.
- (g) The Facility will provide opportunity for the intern(s) assigned to complete the mandated university requirements under the supervision of the Educational Pre-Service Supervisors contracted by Goose Creek Consolidated Independent School District.
- (h) The Facility shall provide for the intern(s) assigned, a cooperating teacher/mentor teacher commensurate with the appropriate certification issued by the State Board for Educator Certification.
- (i) The Facility shall immediately notify the Pre-Service Supervisors in writing of any change or proposed change of the mentor.
- (j) The Facility will orient intern(s) to the Facility's safety program.

(4) **RESPONSIBILITY OF THE INTERN:**

The Intern:

- (a) is responsible for following administrative policies of the Facility.
- (b) is responsible for following the district's dress code.
- (c) is responsible for their own transportation and living arrangements.
- (d) is responsible for reporting to the Facility on time and following all established regulations, policies and legal requirements of the Facility.
- (e) will not submit for publication any material relating to the clinical education experience without prior written approval of the Facility and Pre-Service Supervisors.
- (f) will be responsible for their own expenses and liabilities in case of injury, illness or hospitalization.
- (g) shall be subject to the all the duties of the Facility, including specifically the policies requiring a criminal background check and alcohol and drug testing.

(5) **RESPONSIBILITIES OF THE UNIVERSITY :**

- (a) The university will assign the intern(s) who meet the eligibility to complete their internship at the Facility.
- (b) Recognizing that the specific nature of the pre-service experience required by universities may vary, the Pre-Service Supervisors shall work to comply with various with the university requirements.

(6) **MISCELLANEOUS:**

- (a) The Facility will not be responsible for providing the intern(s) with life insurance, workman's compensation insurance or hospitalization insurance. The Facility will not provide free medical care to the intern.
- (b) The Pre-Service Supervisors and the Facility mutually agree not to discriminate on the basis of race, color, creed, age, national origin, or sex, nor will either party discriminate on the basis of handicap in Section (504) of the Rehabilitation Act of 1973.

(7) **TERM OF AGREEMENT, MODIFICATION, TERMINATION:**

- (a) This Agreement is for a term of one (1) year and therefore from year to year unless terminated by either party on thirty (30) days written notice to the other party.
- (b) It is understood and agreed that the parties to this Agreement may revise or modify this Agreement by written amendments when both parties agree to such amendment.
- (c) This Agreement shall be construed under and in accordance with the policies of the Facility and the laws of the State of Texas.
- (d) Pre-Service Supervisors agree to respect the confidentiality of all records and information to which it has access while performing the services under the Agreement.
- (e) This Agreement and all exhibits or memorandum attached hereto represent the entire and exclusive agreement between the parties thereto and replace in their entirety any previous agreement written or oral.
- (f) In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

- (g) The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Harris County, Texas.
- (h) This Agreement may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Agreement.
- (i) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

Educational Pre-Service Supervisors
4700 Country Club View
Baytown, TX 77521
Attn: Patricia Hutchins

Goose Creek Consolidated Independent School District
P.O. Box 30
Baytown, Texas 77521
Attn: Superintendent of Schools

Any party may designate a different address by giving the other party ten (10) calendar days written notice in the manner provided above.

- (j) It is understood and agreed that Facility is an Independent contractor and that neither Facility nor any employee or agent contracted by Facility shall be deemed for any purpose to be an employee or agent of Pre-Service Supervisors. This Agreement does not create a joint venture or business partnership under Texas law. Facility assumes responsibility, within the limitations set forth in this Agreement, for the actions of its personnel while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security taxes), workers' compensations, disability benefits and like requirements and obligations.
- (k) Neither party relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein.
- (l) The parties' liability for the wrongful acts, omissions, or negligence of their employees is governed by the Texas Tort Claims Act, TEX. CIV. PRAC. & REM. CODE ANN. §§101.001 et seq., as amended. The parties agree that no provision of the

Agreement extends liability to Pre-Service Supervisors or Facility beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Further, the parties understand and agree that they shall not indemnify for any loss, liability or expense whatsoever arising out of or in relation to this Agreement.

EXECUTED by the parties on _____

Patricia Hutchins
Educational Pre-Service Supervisors
4700 Country Club View
Baytown, TX 77521

ATTEST: _____
Secretary of Board of Trustees

President of Board of Trustees



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

SUSAN MOORE-FONTENOT

DIRECTOR OF PERSONNEL

FOR ELEMENTARY AND JUNIOR SCHOOL PROFESSIONALS

December 1, 2009

TO: DR. TOBY YORK
FROM: Susan Moore-Fontenot *smf*
SUBJECT: STUDENT TEACHER SUPERVISOR RECOMMENDATION

Per your request, please find the Supervisor of Student Teachers/Interns recommendation for the district. Feel free to contact me if you have any questions. Once approved, please let me know how to budget for this contract.

_____ Approved _____ Budget Number
_____ Not Approved

SUPERVISION OF STUDENT TEACHERS/INTERNS PROPOSAL

CONTEXT/ISSUE:

The District places approximately 20 student teachers from primarily UHCL along with a few from UH, TAMU, Lamar, TSU, and other universities. The average student teacher/interns complete 12-18 weeks in the district, are trained in GCCISD instructional strategies, and are given hiring priority. The interns are assigned a cooperating teacher and Annese Jones serves as the district/university supervisor. Universities require this position in order for the district to receive student interns. The district hires 75% of all student teachers who student teach in the district.

PROBLEM:

When Annese Jones, the GCCISD employee/district-based university supervisor, retires in December 2009, the district will need to identify a replacement in order to continue the interlocal agreement with the universities.

OPTIONS:

1. Do nothing—forefeit the long term relationship with the university pre-service program
2. Promote a district employee to replace Annese Jones. Annese's current salary is \$67,789.94 without benefits and is funded 75% local (\$50,842.50) and 25% federal (\$16,947.44).
3. Contract with Patricia Hutchins through her corporation, Educational Pre-Service Supervisors, based on the current proposal:
 - a. UHCL Interns - \$1,500.00 per intern
 - i. District receives \$350.00 per intern from UHCL
 - ii. District saves at a minimum per semester per intern \$720 (\$90/day @ 8 days) through an agreement for interns to complete non-paid substitute experience during their internship
 - Note:
 - During Fall 2009, the district had 10 interns and utilized 82 days for non-paid substitutes and realized a total savings of \$7,380 from the substitute budget.
 - b. Non-UHCL interns - \$500.00 per internFees are all inclusive (i.e. supervision, travel, office materials and supplies)

RECOMMENDATION:

Option 3—Contract with Educational Pre-Service Supervisors. The independent contractors are familiar with the district and the university requirements. Based on sponsoring 25 interns per year at \$1,500 per intern, the (gross) contract cost would be \$37,500. The actual cost would be less by deducting the in-kind (proposed) substitute and intern agreement refund which total \$1,095; thus, the net rate of \$1,095 x25 interns would be \$27,375. This is significantly less than the current expense to replace the position at this time \$67,789.94 plus benefits.

TEC/BOARD POLICY/AG/BOARD GOALS:

N/A

SCHOOL BOARD AGENDA ITEM SUMMARY

December 14, 2009

SUBJECT: CONSIDERATION OF RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED FOR DEMOLITION AND LAND FROM LOCAL FUNDS WITH THE INTENTION OF A FUTURE REIMBURSEMENT FROM BOND FUNDS

RECOMMENDED ACTION: Adopt resolution expressing intent to finance expenditures to be incurred for demolition and land from local funds with the intention of a future reimbursement from Bond funds.

RATIONALE: The District plans on purchasing land for new facilities and demolishing an old facility from the general fund for these two projects and reasonably expects to reimburse itself for these costs from future bond funds. The Board of Trustees will have to approve this reimbursement resolution to allow for reimbursement of the land costs and demolition. The maximum principal amount of tax-exempt bonds issued to reimburse the costs will not exceed \$1,740,000.

BUDGET PROVISIONS / ACTION REQUIRED: 2009-2010 Budget

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Pape
Mr. Pete Cote'

RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE
INCURRED

WHEREAS, Goose Creek Consolidated Independent School District (the "District"), is an independent school district of the State of Texas, authorized to issue obligations to finance its activities pursuant to Chapter 45, Texas Education Code, the interest on which is excludable from gross income for federal income tax purposes ("tax-exempt obligations") pursuant to Section 103 of the Internal Revenue of 1986, as amended (the "Code"); and

WHEREAS, the District will make, or has made not more than 60 days prior to the date hereof, payments with respect to the acquisition, construction, reconstruction, renovation or demolition of the properties listed on Exhibit A attached hereto; and

WHEREAS, the District desires to reimburse itself for the costs associated with the properties listed on Exhibit A attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and

WHEREAS, the District reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the properties listed on Exhibit A attached hereto.

NOW, THEREFORE, be it resolved that:

Section 1. The District reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the acquisition, construction, reconstruction, renovation or demolition of the properties listed on Exhibit A attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

Section 2. The District reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the District for costs associated with the property listed on Exhibit A attached hereto will not exceed \$1,740,000.

PASSED AND APPROVED this _____ day of December, 2009.

President, Board of Trustees

Goose Creek Consolidated ISD

ATTEST:

Secretary, Board of Trustees

Goose Creek Consolidated ISD

(SEAL)

EXHIBIT A

DESCRIPTION OF PROPERTIES

Item or Fund - - Described by <u>Character, Type or Purpose</u>	Amount – Described by <u>Cost, Quantity or Size</u>
Demolition and Site Cleanup (Lindberg Maintenance Facility)	\$200,000
Land Acquisition (Former Hasty Storage Facility)	\$1,540,000

SCHOOL BOARD AGENDA ITEM SUMMARY

December 14, 2009

SUBJECT: CONSIDERATION OF THE 2008-2009 MONEY PURCHASE PENSION PLAN ANNUAL AUDIT (Under Separate Cover)

RECOMMENDED ACTION: Accept the 2008-2009 Money Purchase Pension Plan Audit, which has been approved by the Money Purchase Pension Plan Administrative Committee.

RATIONALE: The Board reviews and accepts the Money Purchase Pension Plan Audit. This is required by the Money Purchase Pension Plan Trust and Document.

BUDGET PROVISIONS: None

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Côté
Mr. David Start

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

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

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

Recess into Closed Meeting

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

Texas Government Code Section:

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

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

SCHOOL BOARD AGENDA ITEM SUMMARY

December 14, 2009

SUBJECT: CONSIDERATION OF THE PURCHASE OF 4.82 ACRES OF REAL PROPERTY AT 7915 BAYWAY DRIVE

RECOMMENDED ACTION: Approve the purchase of 4.82 acres of real property at 7915 Bayway Dr. for \$500,000. This is the former St. Paul's Methodist Church site.

RATIONALE: Approval of the purchase of the property allows the Goose Creek CISD options for possible facility expansion.

BUDGET PROVISIONS: Fund Balance

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



October 16, 2009

Mr. Pete Cote
Goose Creek Consolidated Independent School
4544 I-10 East
Baytown, TX 77521

Mr. Cote:

The property located at 7915 Bayway Drive, Baytown, TX 77520 formerly known as St. Paul's Methodist Church is currently listed for \$600,000. The property fronts on Bayway Drive, extends north to the intersection of Post Oak then west to the intersection of Caldwell Drive and South until it intersects Baytown Jr. High. Harris County legal description is TR 2N ABST 44 N Lynch; 4.82 acre tract m/l.

Let me know if additional information is needed. Thank you for your interest in this property.

Very Truly Yours,

Linda Krisher
Broker/Owner



**TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - IMPROVED PROPERTY**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

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

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

2. PROPERTY:

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

See attached Exhibit "a"

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

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

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

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

(TAR-1801) 10-18-05 Initialed for Identification by Buyer _____, _____ and Seller _____, _____ Page 1 of 13

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

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

5. EARNEST MONEY:

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

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

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

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

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

C. UCC Search:

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

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

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

7. **PROPERTY CONDITION:**

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

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

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

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

C. **Inspections, Studies, or Assessments:**

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

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

(3) Buyer must:

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

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



D. **Property Information:**

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

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

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

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

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

8. LEASES:

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

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

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

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

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

13. SALES EXPENSES:

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

14. PRORATIONS:

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

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

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

15. DEFAULT:

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

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages, thereby releasing the parties from this contract; or
- (2) ~~enforce specific performance, or seek such other relief as may be provided by law, or both.~~



16. CASUALTY LOSS AND CONDEMNATION:

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

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

18. ESCROW:

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

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

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

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

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

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

INITIAL
HERE

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

22. AGREEMENT OF THE PARTIES:

INITIAL
HERE

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns.

B. This contract is to be construed in accordance with the laws of the State of Texas.
with exclusive venue in Harris County

C. This contract contains the entire agreement of the parties and may not be changed except in writing.

D. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

E. Addenda which are part of this contract are: *(Check all that apply.)*

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Condominium Addendum;
- (3) Commercial Contract Financing Addendum;
- (4) Commercial Property Condition Statement;
- (5) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards;
- (6) Notice to Purchaser of Real Property in a Water District (MUD);
- (7) Addendum for Coastal Area Property;
- (8) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway; and
- (9) n/a

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

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

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

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

25. ADDITIONAL NOTICES:

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

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

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

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

By: _____ By: _____

Printed Name: Toby York Printed Name: Jere Johnson

Title: Superintendent Title: Trustee

Buyer: _____ Seller: _____

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

AGREEMENT BETWEEN BROKERS

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

Linda E. Krisher Claire Sinclair Properties
Cooperating Broker Principal Broker

By: Linda E. Krisher By: _____

ATTORNEYS

Buyer's attorney is:

Name: _____

Address: _____

Phone & Fax: _____

E-mail: _____

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.

Seller's attorney is:

Name: _____

Address: _____

Phone & Fax: _____

E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

ESCROW RECEIPT

Escrow agent acknowledges receipt of:

- A. the contract on this day _____ (effective date);
- B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Escrow Agent: Stewart Title

Address: 1300 Rollingbrook
Baytown, TX 77521

Phone & Fax: _____

By: _____

E-mail: _____

EXHIBIT "A"

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

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

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

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

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

THENCE North $0^{\circ} - 19'$ West - 506.21 feet to the P.C. of a curve to the right;

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

THENCE North $73^{\circ} - 01'$ East 323.91 feet to a stake for corner;

THENCE South $0^{\circ} - 19'$ East 313.12 feet to a stake for corner;

THENCE North $73^{\circ} - 01'$ East 150 feet to a stake in the West Right-of-way line of Bayway Drive (Market Street Road);

THENCE South $0^{\circ} - 19'$ East with the West Right-of-way line of Bayway Drive (Market Street Road) 219.18 feet to the place of beginning.

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

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

SCHOOL BOARD AGENDA ITEM SUMMARY

December 14, 2009

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

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

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

BUDGET PROVISIONS/ACTION REQUIRED: 2009-2010 Budget

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

**AGREEMENT BETWEEN
HARRIS COUNTY HOSPITAL DISTRICT
AND
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
09/01/2009 – 08/31/10**

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

WHEREAS, GOOSE CREEK CISD desires to promote good health for children and families and assist in assuring adequate health services for students; and

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

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

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

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

I.
PROGRAM

HCHD will furnish the services of an Advanced Practice Nurse to provide Texas Health Steps (THS) services, immunizations, nursing care for minor acute illness, management of chronic illness, health education, referral follow-up and case management primarily for age-eligible persons residing in GOOSE CREEK CISD. An "Advanced Practice Nurse" (APN) is a registered nurse, currently licensed in the State of Texas, who is prepared for advanced nursing practice by virtue of knowledge and skills obtained in an advanced educational program of study acceptable to the Board of Nurse Examiners for the State of Texas. The clinic will be located at San Jacinto Elementary, 2615 Virginia St., Baytown, TX 77520 and Corresponding Feeder Schools. School nurses, employed by GOOSE CREEK CISD, will work with HCHD staff to assure appropriately managed referrals to the clinic and provide follow-up when indicated. A Management and Advisory Committee may be formed to offer advise to the clinic(s). The clinic will operate Monday through Friday during hours agreed upon by HCHD and GOOSE CREEK CISD. The clinic will close for HCHD recognized holidays and other days as determined necessary by HCHD.

II.
SCOPE OF SERVICES

HCHD

HCHD agrees to furnish an APN who will provide care in accordance with minimum standards of acceptable professional nursing practice, standing orders, standing delegation orders, and written Protocols, Policies, and Practice Guidelines agreed upon and signed by the APN and a physician on the

medical staff of HCHD. HCHD will also provide other services and personnel reasonably necessary, as determined by HCHD, to perform its obligations during the term of this Agreement as listed below:

- a. Hire, pay, supervise, and train, all nursing staff, project coordinator and clerical support staff providing services pursuant to this Agreement.
- b. Review and record health history.
- c. Obtain the consent of the parent, guardian, managing conservator or other appropriate individual in accordance with applicable laws for health examinations, dental services, laboratory tests, medical treatment, referrals, and immunizations.
- d. Determine Title V Grant eligibility, and assist parents, guardians, and managing conservators in applying for benefits under the (Children's Health Insurance Program ("CHIP")), the Texas Medical Assistance Program ("Medicaid") and establishing eligibility for HCHD services.
- e. Maintain a schedule of all GOOSE CREEK CISD students requiring services at the clinic.
- f. Maintain and safeguard clinic medical records created, maintained, received, and used by HCHD personnel and physicians on HCHD's medical staff that contain protected health information and electronic health information ("Records") in a safe, secure place with restricted access. "Protected health information" or "electronic health information" is information, including demographic information collected from an individual, that is created, received, transmitted, or maintained by a health care provider in any form or medium; and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care; or the past, present, or future payment for the provision of health care to the individual; and that identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. (45 C.F.R. § 160.103). Release and/or disclosure of the Records in accordance with applicable state and federal laws. The Records will be stored separately from any education records maintained by GOOSE CREEK CISD for its students as defined by the Family Educational Rights and Privacy Act, 20 USC 1232g(a)(4), as amended.
- g. Obtain and review health history, growth measurements and blood pressure as indicated.
- h. Perform physical and mental development checkups. Assess alterations in normal health processes such as developmental delays and mental or behavioral problems. Identify possible referral sources for treatment and follow-up.
- i. Perform THS examinations which includes reviewing the results of the hearing and vision tests.
- j. Treat minor acute illnesses.
- k. Refer to HCHD and other medical service providers for treatment as needed.
- l. Provide immunizations as indicated in accordance with state laws.

- m. Request lab tests, review results, and recommend appropriate and timely follow-up of all abnormal results.
- n. Provide clinical medical and dental forms.
- o. Provide available medical supplies and pharmaceuticals as prescribed.
- p. Provide eligibility workers to assist parents, guardians, managing conservators, and eligible Harris County residents with the application and registration process for HCHD services.
- q. Collect data and generate reports as required by HCHD and GOOSE CREEK CISD.
- r. Appropriately dispose of bio-hazardous waste in the clinic area, created by HCHD personnel.
- s. Serve on advisory and management committees as requested or required.
- t. Manage billing and collection procedures.

GOOSE CREEK CISD

GOOSE CREEK CISD shall provide suitable space within its San Jacinto Elementary and Corresponding Feeder Schools or such other suitable space hereinafter referred to as “the Premises” as determined by GOOSE CREEK CISD. The Premises shall consist of the physical plant/facility and the contiguous land or property under GOOSE CREEK CISD’s management and control and it shall be in compliance with all applicable State and local building codes and any other requirement for the jurisdiction in which it is located. GOOSE CREEK CISD is not hereby granting nor is HCHD hereby receiving a leasehold interest in the Premises. GOOSE CREEK CISD has no expectation of and makes no demand for compensation from HCHD or the patients and clients served under this Agreement. GOOSE CREEK CISD represents and warrants that it has legal authority to provide the Premises to HCHD and that HCHD may use the Premises subject to the terms and conditions of this Agreement.

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

- a. Provide coordination with GOOSE CREEK CISD Health and Medical Services and school nurses.
- b. At no cost to HCHD, provide secured space within its GOOSE CREEK CISD facility suitable to house HCHD’s School-based clinic along with access lines for voice and data.
- c. Perform vision, hearing, speech, and scoliosis screenings and review immunization information as required by GOOSE CREEK CISD and the State of Texas.
- d. Provide case management services when indicated.
- e. Assure confidentiality of protected health care information in its possession and control.
- f. Collect data and generate reports required by GOOSE CREEK CISD.
- g. Serve on advisory and management committees as required or requested.

III.
BILLING AND COLLECTION OF PAYMENTS FOR SERVICES

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

HCHD and its staff may, in accordance with applicable HCHD policies and procedures, collect payment(s) from patients or other responsible parties for services rendered.

HCHD staff will be solely responsible for collection, storage, and transporting any payment(s) received from patients and third parties on behalf of the patient. This responsibility cannot be delegated to GOOSE CREEK CISD staff. All collection activity will be performed under the sole supervision, management, direction and control of HCHD.

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

This contract does not obligate HCHD or its staff to provide non-emergent medical treatment to GOOSE CREEK CISD employees, officers, licensees, invitees or any other third parties.

IV.
TERM OF AGREEMENT

This Agreement shall commence on September 1, 2009, and continue through August 31, 2010, unless terminated sooner by either party. This Agreement may be terminated by either party as provided in the termination section of this Agreement.

V.
NO FINANCIAL OBLIGATION

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

VI.
LIABILITY

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

VII.
REPORTS

HCHD agrees to furnish all information, documentation, and reports requested by GOOSE CREEK CISD pertaining to the services performed incident to this Agreement to the extent such

request for information does not violate any state or federal laws. GOOSE CREEK CISD reserves the right to perform an evaluation of these services in order to determine the benefits conferred upon GOOSE CREEK CISD. GOOSE CREEK CISD shall provide HCHD with all data necessary to conduct the services specified in this Agreement and all data necessary for evaluation of the services and for planning future related services.

VIII.
RELATIONSHIP OF PARTIES

It is understood and agreed that HCHD is an independent contractor and that neither HCHD nor any employee or agent contracted by HCHD shall be deemed for any purpose to be an employee or agent of GOOSE CREEK CISD. This Agreement does not create a joint venture or business partnership under Texas law. HCHD assumes responsibility, within the limitations set forth in this Agreement, for the actions of its personnel while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security taxes), workers' compensation, disability benefits and like requirements and obligations.

IX.
TERMINATION OF AGREEMENT

Either party shall have the right to terminate this Agreement, with or without cause, upon the provision of fifteen (15) days prior written notice to the other party. Neither party shall incur liability for termination of this Agreement in compliance with this provision. Upon termination, HCHD will remove or arrange for removal or disposal of any protected health information regardless of its form or medium, any bio-medical waste created by HCHD personnel, and any HCHD owned furnishings, supplies, equipment, and records and peaceably surrender the school-base clinic space to GOOSE CREEK CISD, reasonable wear and tear excepted. Termination of this Agreement will not relieve either party of any obligation that continues or extends beyond the Privacy and Security Requirements as defined in this Agreement.

X.
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To HCHD	Harris County Hospital District Post Office Box 66769 Houston, Texas 77266 Attn.: President & CEO
To GOOSE CREEK CISD	Goose Creek Consolidated ISD 4544 Interstate I 10 East Baytown, Texas 77522 Attn.: Superintendent of Schools

Any party may designate a different address by giving the other party ten calendar days written notice in the manner provided above.

XI.
MANAGEMENT AND ADVISORY COMMITTEE

The parties may form a Management and Advisory Committee (“the Committee”). The purpose of the Committee is to review the terms and conditions of this Agreement, identify problems and offer suggestions for change. Therefore, neither the Committee or individual members of the Committee take any actions or implement any rules that have not been mutually approved by GOOSE CREEK CISD and HCDH. The parties may, but are not limited to:

- (a) Review and establish procedures necessary to implement this Agreement;
- (b) Resolve any problems that may arise incident to the implementation of this Agreement; and
- (c) Determine the duties provided by each party involved in the performance of this Agreement.
- (d) Determine its effectiveness in meeting the needs of San Jacinto Elementary and Corresponding Feeder Schools.
- (e) Determine the composition of the Committee with a goal to obtain a representative sample of the community. Committee members will not receive compensation for his or her participation and will not be considered an employee or agent or either of both parties.

Members may include parents, teachers, representatives of GOOSE CREEK CISD, and HCHD representatives, as well as other community representatives deemed appropriate by GOOSE CREEK CISD and HCHD

Each Member of the committee shall maintain all information and Records confidential unless disclosure is mandated by Federal and State laws and regulations. The Committee members may be required to sign a Confidentiality Agreement or some similar document. The Committee will convene as often as necessary to accomplish the goals of this Agreement meet the needs of San Jacinto Elementary and Corresponding Feeder Schools and offer suggestions to GOOSE CREEK CISD as deemed appropriate.

XII.
FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The parties understand and agree that neither HCHD nor the school-based clinic program is an educational agency or institution to which federal funds have been made available under a program administered by the Secretary of the U.S. Department of Education or his or her designee pursuant to 34 C.F.R. § 99.1, *as amended*. The parties further understand and agree that neither HCHD nor the school-based clinic maintains any education records on behalf of GOOSE CREEK CISD. To the extent that HCHD comes into possession of student records incidental to this Agreement, HCHD agrees to

comply with all requirements of the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. §1232g) *as amended*.

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

XIII. TEXAS PUBLIC INFORMATION ACT

Both HCHD and GOOSE CREEK CISD shall hold all documents and Records relevant to this Agreement as confidential, *except* to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV'T CODE § 552.001 *et seq.*, as amended the "Act"). GOOSE CREEK CISD further agrees to comply with all applicable Federal, State, and licensing authorities' laws, rules, and regulations regarding records and governmental records, including the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended, (collectively referred to herein as the "Privacy and Security Requirements").

Notwithstanding the foregoing, in the event that GOOSE CREEK CISD is required to furnish information or Records, pursuant to the Act or the Privacy and Security Requirements, HCHD shall furnish to GOOSE CREEK CISD all such information and Records in its possession that is responsive to the required release, provided, however state and federal laws concerning the use, disclosure, confidentiality, and maintenance of Records will not be violated. GOOSE CREEK CISD shall have the right to release such information and Records in accordance with the Act. The parties mutually agree that either party may seek the advice of the Attorney for the State of Texas regarding the disclosure of Records and either party may rely on such advice. GOOSE CREEK CISD shall pay to HCHD any fees and charges associated with producing the Records as permitted by the Act.

GOOSE CREEK CISD will ensure that its school nurses and other representatives employed by GOOSE CREEK CISD receive training in order to comply with the requirements of any and all applicable federal and state laws concerning patients and their protected health information and electronic health information, including, but not limited to, the Privacy and Security Requirements.

XIV. DESIGNATION AS A BUSINESS ASSOCIATE

Under the terms of this Agreement, no school nurses nor other representatives of GOOSE CREEK CISD will have direct or indirect access to protected health information ("PHI") or electronic protected health information ("EPHI"), as those terms are defined at 45 C.F.R. § 160.103. However, only to the extent GOOSE CREEK CISD, its school nurses or other representatives have access to PHI

or EPHI, then upon such occurrence GOOSE CREEK CISD becomes a Business Associate of HCHD and agrees to comply with the Privacy and Security Requirements, including the following:

- (a) GOOSE CREEK CISD is prohibited from further using or disclosing PHI and/or EPHI, within the meaning of the Privacy and Security Requirements, for any purpose other than the educational training purpose stated in this Agreement and any amendments thereto.
- (b) GOOSE CREEK CISD is prohibited from further using or disclosing PHI and/or EPHI in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by HCHD, or if either GOOSE CREEK CISD or HCHD is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
- (c) GOOSE CREEK CISD agrees to use appropriate safeguards to prevent use or disclosure of PHI and EPHI other than as provided for by this Agreement or as required by State or Federal law, regulation, or rule.
- (d) GOOSE CREEK CISD agrees to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of HCHD. These safeguards shall include the following:
 - i) Encryption of EPHI that GOOSE CREEK CISD stores and transmits;
 - ii) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
 - iii) Use of updated antivirus software;
 - iv) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and
 - v) Conduct of periodic security training.
- (e) GOOSE CREEK CISD agrees to report to HCHD any Security Incident **immediately** upon becoming aware of such. "**Security Incident**" shall mean the unauthorized access, use, disclosure, modification, or destruction of confidential information including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing confidential information including, but not limited to, PHI and EPHI. GOOSE CREEK CISD further agrees to provide HCHD with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident: (1) a brief description of what happened, including the dates the Security Incident occurred and was discovered; (2) a reproduction of the PHI or EPHI involved in the Security Incident; and (3) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or

EPHI prior to disposal. If GOOSE CREEK CISD determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, GOOSE CREEK CISD agrees to notify HCHD in writing of the conditions that make reproduction infeasible and any information GOOSE CREEK CISD has regarding the PHI or EPHI involved.

GOOSE CREEK CISD agrees to cooperate in a timely fashion with HCHD regarding all Security Incidents reported to HCHD.

GOOSE CREEK CISD agrees that HCHD will review all Security Incidents reported by GOOSE CREEK CISD and HCHD, in its sole discretion, will take the following steps in response, to the extent necessary or required by law including, but not limited to, (1) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on HCHD's website, or through a combination of those methods, of the Security Incident; (2) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by HCHD, at no cost to the individual(s); and (3) providing notice of the Security Incident, as required by law, to the Secretary of the United States Department of Health and Human Services ("HHS").

GOOSE CREEK CISD agrees to reimburse HCHD for all expenses incurred as a result of GOOSE CREEK CISD's Security Incidents, including, but not limited to, expenses related to the activities described above. GOOSE CREEK CISD agrees that HCHD will select the vendors and negotiate the contracts related to said expenses.

- (f) GOOSE CREEK CISD shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI. Further, GOOSE CREEK CISD agrees to give HCHD at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.
- (g) GOOSE CREEK CISD shall require any subcontractor or agent to whom GOOSE CREEK CISD provides PHI or EPHI received from or on behalf of HCHD or created, compiled, or used by GOOSE CREEK CISD pursuant to this Agreement, to agree to the same restrictions and conditions that apply to GOOSE CREEK CISD with respect to such PHI and EPHI.
- (h) GOOSE CREEK CISD agrees to mitigate, to the extent practicable, any harmful effect that is known to GOOSE CREEK CISD of a use or disclosure of PHI or EPHI by GOOSE CREEK CISD, or by a subcontractor or agent of GOOSE CREEK CISD, resulting from a violation of this Agreement, including violations of the Privacy and Security Requirements stated herein. GOOSE CREEK CISD also agrees to inform HCHD in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
- (i) GOOSE CREEK CISD agrees to notify HCHD in writing within three (3) business days of GOOSE CREEK CISD becoming aware of any material alteration of an individual's PHI or EPHI provided to GOOSE CREEK CISD by HCHD or held by or collected by GOOSE CREEK CISD for HCHD. GOOSE CREEK CISD also agrees to provide to HCHD within three (3) business days, at no charge to HCHD, a copy of the altered

health information, an explanation of such alteration, and the reason for the alteration. HCHD will make such alteration and explanatory documents a party of the individual's PHI or EPHI. If GOOSE CREEK CISD holds such individual's PHI or EPHI, GOOSE CREEK CISD will make such alteration and explanatory documents a part of the individual's PHI.

- (j) GOOSE CREEK CISD agrees to notify HCHD in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact HCHD to obtain access to the individual's PHI.
- (k) GOOSE CREEK CISD agrees to notify HCHD in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to HCHD to request an amendment of the individual's PHI or EPHI. GOOSE CREEK CISD agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by HCHD in accordance with 45 C.F.R. § 164.526.
- (l) Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, GOOSE CREEK CISD agrees to notify HCHD in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to HCHD for an accounting of the disclosures of the individual's PHI or EPHI. GOOSE CREEK CISD agrees to make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.
- (m) Upon written request, GOOSE CREEK CISD agrees to make available to HHS or its designee, GOOSE CREEK CISD's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, HCHD in a time or manner designated by HHS for purposes of HHS determining HCHD's compliance with the Privacy and Security Requirements.
- (n) Upon written request, GOOSE CREEK CISD agrees to make available to HCHD and its duly authorized representatives during normal business hours GOOSE CREEK CISD's internal practices, books, records, and documents relating to the use and disclosure of confidential information including, but not limited to, PHI and EPHI received from, or created or received on behalf of, HCHD in a time and manner designated by HCHD for the purposes of HCHD determining compliance with the Privacy and Security Requirements. GOOSE CREEK CISD agrees to allow such access until the expiration of four (4) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. GOOSE CREEK CISD agrees to allow similar access to books, records, and documents related to contracts between GOOSE CREEK CISD and organizations related to or subcontracted by GOOSE CREEK CISD to whom GOOSE CREEK CISD provides confidential information including, but not limited to, PHI and EPHI received from, or created or received on behalf of, HCHD.

- (o) GOOSE CREEK CISD agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by HCHD pursuant to this Agreement when notified by HCHD that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
- (p) GOOSE CREEK CISD agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for HCHD to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
- (q) Upon termination of this Agreement for any reason, GOOSE CREEK CISD agrees to deliver all PHI or EPHI received from HCHD or created, compiled, or used by GOOSE CREEK CISD pursuant to this Agreement within thirty (30) days from the date of termination, or, if specially requested to do so by HCHD in writing, to destroy all PHI or EPHI within the time frame determined by HCHD, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when GOOSE CREEK CISD has access to PHI or EPHI from HCHD in any form. If GOOSE CREEK CISD determines that transferring or destroying the PHI or EPHI is infeasible, GOOSE CREEK CISD agrees:
 - i) to notify HCHD of the conditions that make transfer or destruction infeasible;
 - ii) to extend the protections of this Agreement to such PHI or EPHI; and
 - iii) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to HCHD, or destruction infeasible.
- (r) GOOSE CREEK CISD shall not be authorized to hold or maintain PHI or EPHI for HCHD under this Agreement.
- (s) Upon written notice to GOOSE CREEK CISD, HCHD may terminate any portion of this Agreement under which GOOSE CREEK CISD maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to GOOSE CREEK CISD, HCHD may terminate this entire Agreement if HCHD determines, at its sole discretion, that GOOSE CREEK CISD has repeatedly violated a Privacy or Security Requirement.
- (t) Survival of Privacy Provisions. GOOSE CREEK CISD's obligations with regard to PHI and EPHI shall survive termination of this Agreement.
- (u) Amendment Related to Privacy and Security Requirements. The parties agree to take such action as is necessary to amend this Agreement if HCHD, in its reasonable discretion, determines that amendment is necessary for HCHD to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this Agreement shall be resolved to permit HCHD to comply with the Privacy and Security Requirements.

XV.
SECTION HEADINGS

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

XVI.
NO WAIVER OF IMMUNITY

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

XVII.
NO WAIVER OF BREACH

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

XVIII.
GOVERNING LAW

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

XIX.
TRIPPLICATE ORIGINALS

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

XX.
NO ASSIGNMENT

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

XXI.
CONTRACT CONSTRUCTION

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

XXII.
AUTHORIZATION OF AGREEMENT

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

XXIII.
COMPLETE UNDERSTANDING

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

XXIV.
NO PERSONAL LIABILITY

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

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

HARRIS COUNTY HOSPITAL DISTRICT

**GOOSE CREEK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

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

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

ATTEST/SEAL

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

APPROVED AS TO LEGAL FORM ONLY:
VINCE RYAN
County Attorney

APPROVED AS TO LEGAL FORM ONLY:

By: _____
Lorna Jones
Assistant County Attorney

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

09hsp1011 (10/29/09)



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**PETE CÔTÉ
EXECUTIVE DIRECTOR
SUPPORT SERVICES**

DATE: OCTOBER 19, 2009
TO: DR. TOBY YORK
FROM: PETE CÔTÉ
SUBJECT: INTERLOCAL AGREEMENT WITH HARRIS COUNTY HOSPITAL
DISTRICT FOR SCHOOL-BASED CLINIC

We are requesting the Board of Trustees approve the enclosed interlocal agreement with Harris County Hospital District for the operation of a school-based clinic at 2704 and 2708 Kentucky St. adjacent to San Jacinto Elementary. I have attached our original memo to Dr. Sultis on the Harris County Hospital District School-Based Clinic program, a flyer on the HCHD program, a brief history of the school-based clinics, a map showing the location of the clinic, and a site plan and building layout of the clinic.

Please contact me if you have any questions.

cc: Byron Terrier
Suzanne Heinrich
Tanis Fink

att



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

August 26, 2008

TO: DR. BARBARA SULTIS

FROM: PETE COTE
DIANA COX

SUBJECT: SCHOOL-BASED CLINIC

As you know, Harris County Hospital District School-Based Clinics program is scheduled to open two new clinics in 2008-2009. Harris County Commissioner Sylvia Garcia, is proposing to designate one clinic to operate in Goose Creek CISD in conjunction with the Harris County Hospital District.

We met with the director of the program, Christina Mitner, on May 12, 2008, to discuss school-based clinics in general and their proposal. Other district staff in attendance were: Tanis Fink, Health/P.E./Nurse Coordinator, Amy Shaw, DeZavala Elementary school nurse, and Cynthia Scribner, ALP school nurse. The five of us also visited the Southside Clinic in Galena Park CISD on May 27, 2008, and observed the program first-hand. We have attached a flyer that describes what school-based clinics provide and have also attached an overview and history of the program, as well as a proposed school-based clinic floor plan.

The district will be responsible for building out the clinic (two portable buildings), paying for utilities, maintaining the physical structure of the clinic, daily cleaning, supplying custodial supplies, and an alarm system. Harris County Hospital District provides all furniture, staff, equipment, pick up of biohazard waste, and daily transportation of staff to and from the clinic. We estimate the build out of the clinic to be \$225,000.

Based upon the parameters established by the Harris County Hospital District for locating school-based clinics (at least 80% economically disadvantaged students and within walking distance of the identified community), we have selected San Jacinto Elementary as the proposed site for the clinic.

If you have any question please let us know. We would like to submit this to the Board on September 8, 2008.

/kl

Attachments

xc: Dr. Toby York
Rick Kirk
Tanis Fink

dc8908

WHAT IS A NURSE PRACTITIONER?

A nurse practitioner is a registered nurse with advanced education and medical training.

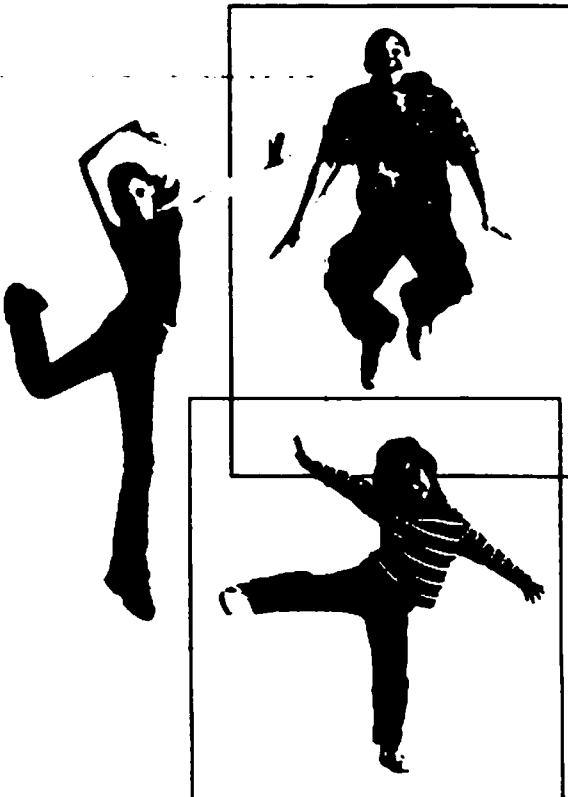
Our nurse practitioners serve as primary healthcare providers for infants, children, and adolescents during health and illness. Their goal is to help children of all ages stay healthy.

Nurse practitioners can refer to a specialist when a more complex evaluation is necessary.



VISIT COSTS

The cost of a visit varies. However, if you are uninsured or have limited income, you may qualify for public assistance. Depending on your income level, all or part of your visit costs may be covered by CHIP, Medicaid, Title V, or the HCHD financial assistance program. Simply ask the clinic staff for application information.



AFTER HOURS CARE



Feeling sick? Before you make a costly trip to the emergency room, remember to *Ask Your Nurse!* It's a free service that can help you avoid a big hospital bill.

You can speak with expert nurses who listen to you and can help you decide if you need to be seen by an emergency doctor.

Call 713-633-CALL and *Ask Your Nurse!* That's 713-633-2255.



School-Based Clinics

WHY CHOOSE AN HCHD SCHOOL-BASED CLINIC?

HCHD's school-based clinics are conveniently located in schools throughout greater Houston. There is a clinic close to your home.

Our clinics can care for all your child's healthcare needs, including:

- acute and chronic diseases
- well-child care
- immunizations
- laboratory procedures
- sports physicals

In addition, our school-based clinic nurse practitioners can:

- perform complete health risk evaluations
- provide health education
- prescribe medication
- coordinate other necessary healthcare services



APPOINTMENTS

To make an appointment, call your local school-based clinic or call the HCHD Appointment Center at 713-526-4243.

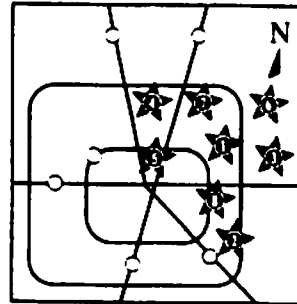
1. Almatha Clark Taylor Clinic
Cloverleaf Elementary
14002 Bandera
Houston, TX 77015
713-330-8904

2. Deepwater Clinic
Deepwater Elementary
305 Glenmore Drive
Pasadena, TX 77503
832-668-8380

3. Jerry Neal Clinic
Channelview High
828 1/2 Sheldon Rd.
Channelview, TX 77530
281-457-6350

4. Patrick Henry Clinic
Patrick Henry Middle
10702 East Hardy
Houston, TX 77093
713-696-2731

5. Robert Carrasco Clinic
Marshall Middle
1115 Noble
Houston, TX 77009
713-226-2632



6. Sheldon Health Clinic
Sheldon Elementary
17203 1/2 Hall Sheppard
Houston, TX 77049
281-456-5201

7. Smiles Clinic
Smiles High School
10726 Mesa Road
Houston, TX 77078
713-636-8185

8. Southside Clinic
Galena Park Community
Resource and Training Center
1721 16th Street
Galena Park, TX 77547
713-671-2461

PROVIDING PEDIATRIC HEALTH CARE
CLOSE TO HOME



Harris County Hospital District School Based Clinics and Mobile Health Program A Brief History

The first HCHD School Based Clinic was established at Jackson Middle School in 1994 with the help of a grant from the Texas Department of Health. In 1995, the Harris County Hospital District Board of Managers approved a District-wide health promotion program called the "Make a Difference Program". This program would bring preventative and early detection services closer to those who would utilize them. The School Based Clinics were recognized as an integral part of this project for improving the health status of our community's children.

Today, HCHD continues to operate eight permanent School Based Clinics in conjunction with six independent school districts: Houston ISD, Channelview ISD, Galena Park ISD, North Forest ISD, Deer Park ISD, and Sheldon ISD. The clinics include:

- Robert Carrasco Health Clinic at Marshall Middle School (opened 1995 at Sherman Elementary, but relocated to Marshall in March 2006); Houston ISD
- Smiley Health Clinic (opened 1995); North Forest ISD
- Patrick Henry Health Clinic (formerly opened in 1996 at Scarborough Elementary, but relocated to Patrick Henry Middle School in July 2003); Houston ISD
- Jerry Neal Health Clinic at Channelview Annex Campus (opened 1997); Channelview ISD
- Almatha Clark Taylor Clinic at Cloverleaf Elementary School (opened 1998); Galena Park ISD
- Southside School Based Health Clinic (formerly known as Nuestra Clinica, it was located at Jackson Middle School but closed in August 2003 and relocated in March 2004); Galena Park ISD
- Deepwater Clinic (opened February 2005); Deer Park ISD
- Sheldon Clinic (opened October 2006); Sheldon ISD

Two new clinics are scheduled to open in 2008/2009.

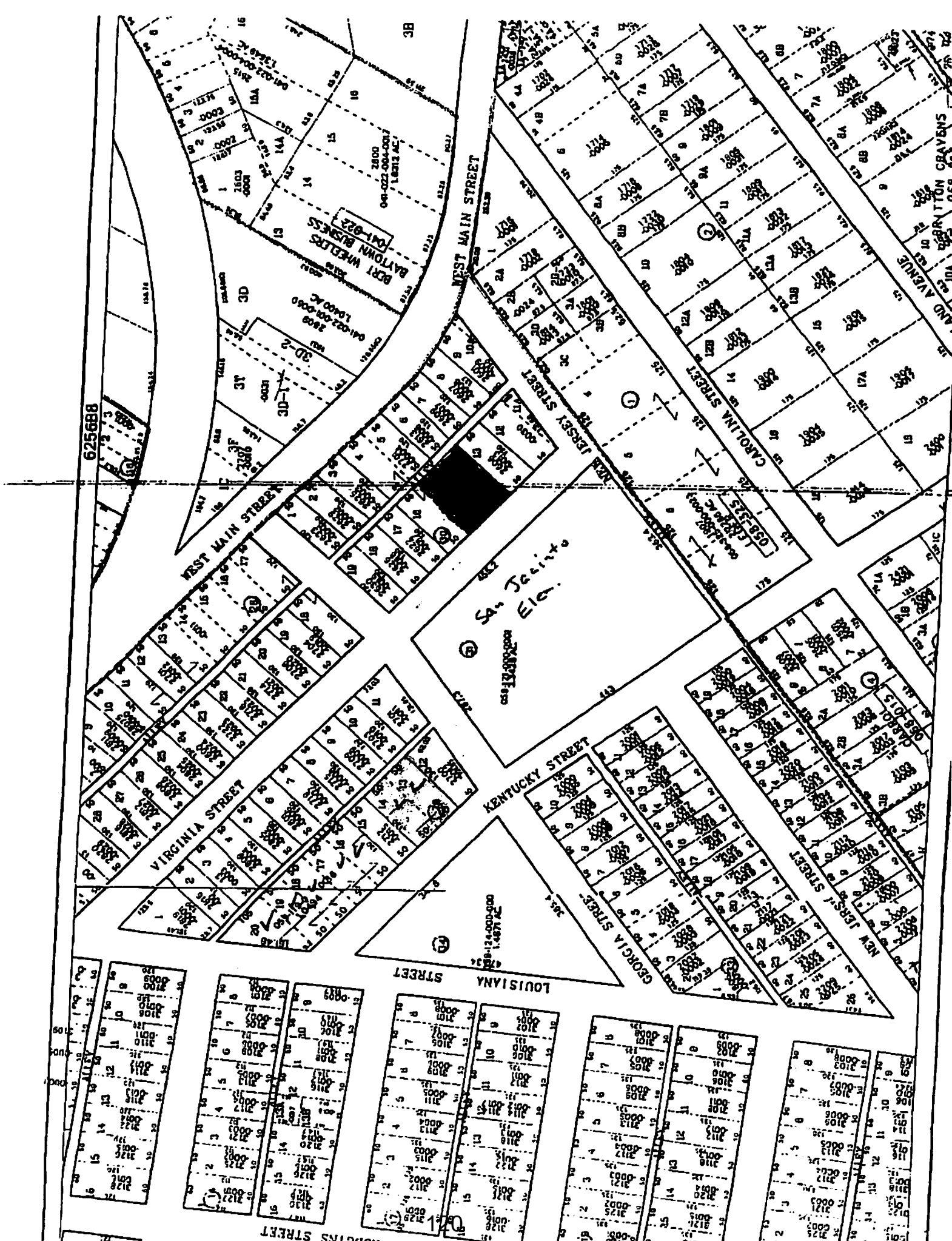
Each School Based Clinic is linked with a HCHD Community Health Center and is staffed with an Advanced Practice Nurse, a Licensed Vocational Nurse, and a Clinical Clerical Specialist. A specially trained Registered Nurse provides well child evaluations at Almatha Clark Taylor, Southside, and Patrick Henry Health Clinics. Community Outreach Eligibility workers go to each Clinic on a once weekly or twice monthly schedule in order to screen and provide Harris County Hospital District Gold Cards to patients and their qualified immediate families. The program is overseen by a faculty pediatrician of the Baylor Family and Community Medicine Department.

Services provided by the School Based Clinics include Texas Health Steps Well Child Exams, family education, evaluation and treatment of minor acute and chronic health problems, referrals to secondary and tertiary treatment centers, basic laboratory procedures, vision/hearing screening, appropriate referral for outside services, and immunizations. Each School Based Clinic has a Class D pharmacy, which allows for the provision of medications.

In March 2003, the HCHD Mobile Health Program was combined with the School Based Clinics Program. The HCHD Mobile Health unit provides vaccinations to children in most Harris County Independent School Districts.

The Program expanded services in November 2005 to include behavioral health care at Southside Health Clinic. A behavioral health specialist is on site 5 days a week and a psychiatrist one day a week. Services at the clinic include evaluation and assessment, psychiatric therapy, individual and group counseling, family counseling, treatment for alcohol and drug abuse, and referrals for more intensive treatment, as needed. An InSight specialist rotates between two school-based clinics, providing free alcohol, drug, and tobacco screening and brief intervention to adolescents. Mental health services were added to Patrick Henry School Based Clinic in the summer of 2006.

Clinic services are available to the pediatric population of Harris County. The School Based Clinic Program operates Monday thru Friday, during daytime hours, and are open year round, thus providing a medical home for the community's children.



625688

BRT MEDICALS
BAYTON BUSINESS
04-022

San Jacinto
Eld.

LOUISIANA STREET

MUDGINS STREET

HARRIS COUNTY
HOSPITAL DISTRICT



Facility
SBC

School Based Clinic
San Jacinto Elementary School
2750(7) Kentucky Street
Baytown, Texas 77522

Facilities Planning & Development
2525 West Loop South, Suite 250
Houston, Texas 77064
Phone (713) 566-6590
Fax (713) 566-6691

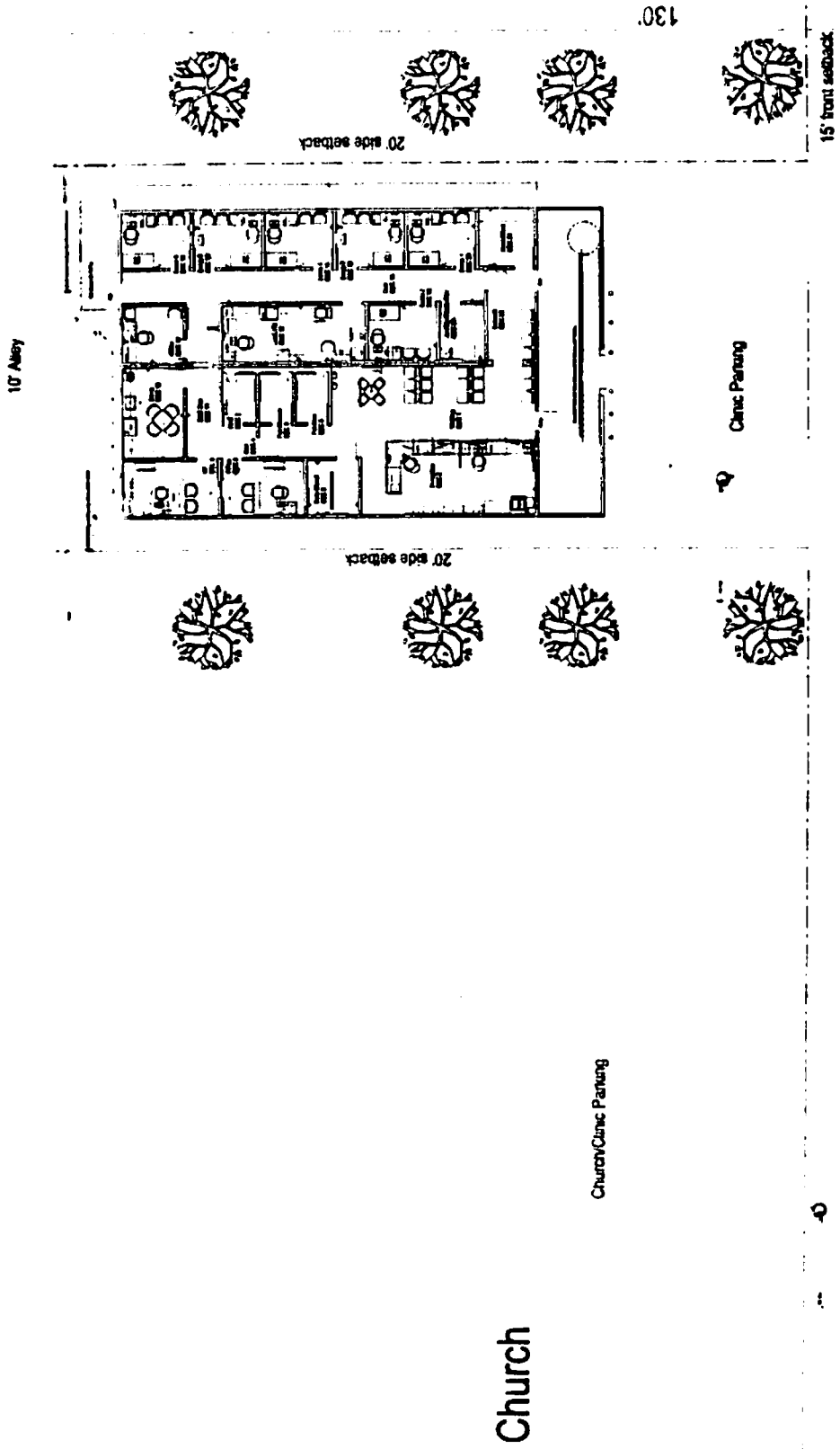
DATE: 11/11/11

SCALE: 1/8" = 1'-0"

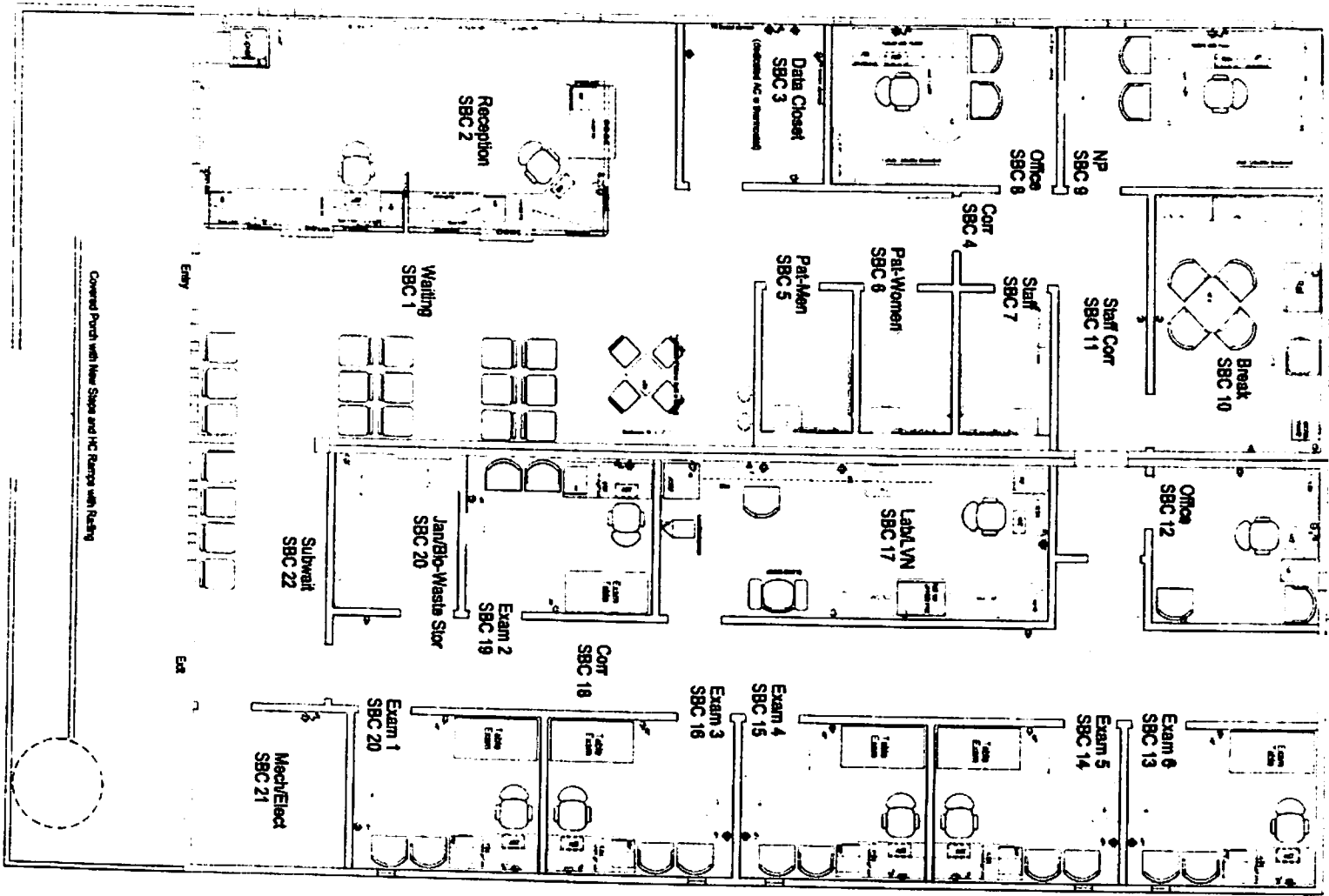
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Health Clinic
Goose Creek CISD
Site-Floor Plan 2b

A 2



20' side setback



Medical Services parking only others will be covered

East Steps with Railing

Medical Services parking only others will be covered

Sheet 1 of 1.dwg

20' side setback



SCHOOL BOARD AGENDA ITEM SUMMARY

December 14, 2009

SUBJECT: CONSIDERATION OF PERSONNEL ACTION

RECOMMENDED ACTION: Approve two (2) resignations.

RATIONALE: Accommodate employees' request to resign.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Byron Terrier

/jr

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

December 14, 2009

RESIGNATIONS

1. **Michael Bargainer**, ICT co-op teacher at Robert E. Lee High School, is retiring effective December 18, 2009. Mr. Bargainer has been with the district 18 years.
2. **Carl Hawkins**, Spanish teacher at Goose Creek Memorial High School, is resigning effective December 22, 2009. Mr. Hawkins prefers teaching at the college level.

SCHOOL BOARD AGENDA ITEM SUMMARY

December 14, 2009

SUBJECT: **CONSIDERATION OF ADMINISTRATIVE PERSONNEL**

RECOMMENDED ACTION: Approve Speech Language Pathologist.

RATIONALE: Board approval is required to fill administrative vacancies.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
 Byron Terrier

/jr

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

December 14, 2009

ELECTION

Paula Jenkins, as Speech Language Pathologist.

- | | |
|----------------------|--|
| A. Degrees Conferred | Bachelor of Art, LSU
Master of Science, University of Louisiana |
| B. Certification | Speech Pathologist Licensure |
| C. Experience | 3 years – SLP, Houston ISD
1 year – SLP, California Public Schools
1 year – SLP, North Carolina Public Schools
2 years – SLP, Garland ISD |
| D. Interviewers | Byron Terrier, Jennifer Hartis, Nan Nouis,
Tricia Times |

SCHOOL BOARD AGENDA ITEM SUMMARY

December 14, 2009

SUBJECT: **CONSIDERATION OF ADMINISTRATIVE PERSONNEL**

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

RATIONALE: Board approval is required to fill administrative vacancies.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Byron Terrier

/jr

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

December 14, 2009

ELECTION

Heather Barrett, as Elementary Assistant Principal at Harlem and Victoria Walker Elementary Schools.

- | | |
|----------------------|---|
| A. Degrees Conferred | Bachelor of Science, University of Houston
Master of Science, University of Houston Clear Lake |
| B. Certification | Standard Secondary English
Standard Principal |
| C. Experience | 5 years – Teacher, Crosby ISD
4 years – Teacher, Goose Creek CISD |
| D. Interviewers | Byron Terrier, Diana Cox, Suzanne Heinrich,
Suzanne Keith, Michael Wahl |

SCHOOL BOARD AGENDA ITEM SUMMARY

December 14, 2009

SUBJECT: **CONSIDERATION OF ADMINISTRATIVE PERSONNEL**

RECOMMENDED ACTION: Approve Director of Educational Technology.

RATIONALE: Board approval is required to fill administrative vacancies.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
 Byron Terrier

/jr

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

December 14, 2009

ELECTION

Steve Koester, as Director of Educational Technology.

- | | |
|----------------------|---|
| A. Degrees Conferred | Bachelor of Science, Ball State University
Master of Education, Stephen F. Austin University |
| B. Certification | Provisional Secondary History
Mid-Management Administrator |
| C. Experience | 5 years – Teacher, Goose Creek CISD
5 years – Assistant Principal, Goose Creek CISD
7 years – Principal, Goose Creek CISD |
| D. Interviewers | Byron Terrier, Diana Cox, Matt Flood,
Frankie Jackson, Rick Kirk, Jaime Lannou,
Candy Ochoa, Karen Smithson |