



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**DATE, TIME, LOCATION: MONDAY, MARCH 08, 2010, 6:30 PM
REGULAR MEETING OF THE BOARD OF TRUSTEES
ADMINISTRATION BUILDING BOARD ROOM
4544 INTERSTATE 10, BAYTOWN, TEXAS**

AGENDA

1. CALL TO ORDER/DECLARATION OF QUORUM
2. OPENING EXERCISES - Robert E. Lee High School 3
3. CITIZENS PARTICIPATION 4
4. APPROVAL OF MINUTES
- A. February 16, 2010, Board Workshop 5
- B. February 22, 2010, Regular Board Meeting 6
5. ITEMS OF DISCUSSION/ACTION
- A. Consideration of Superintendent's Reports - GCCISD Early College High School 11
- B. Consideration of Memorandum of Understanding-Early College High School 17
- C. Consideration of Consent Agenda
1. Consideration of Memorandum of Understanding Between Goose Creek Consolidated Independent School District and the City of Baytown for Shelter in Emergency Situations and Large Space Structures for Public Education and Information Meetings 26
2. 2009-2010 Textbook Adoption 30
3. Consideration of Undesignation of General Fund Balance for Bond Contingencies 39
4. Consideration of Shared Service Arrangement (SSA) for East Harris County Cooperative for Deaf Education 41
- D. Future Board Agenda Items, Board Training, Board Meetings 63
1. Future Board Agenda Items
2. Board Training
3. Board Meetings
- E. Closed Meeting 64
1. Discussion of Personnel
- a. Resignations
- b. Superintendent's Evaluation
2. Consultation with Attorney
 Regarding Pending Litigation or a Settlement Offer on Matters or a Matter in Which the Duty of the Attorney of the Governmental Body Under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Conflicts with the Texas Open Meetings Act; Regarding Grievance Matter -- Consideration of Pending or Contemplated Litigation Regarding Technical Contracts, Construction Matter

3. Discussion of Purchase, Exchange, Lease, or Value of Real Property
4. Consideration of the Discipline of a Public School Child, or Complaints or Charges Against Personnel - Level Three Student and Parent Complaint/Grievance Hearing

F. Consideration of Personnel-Accept Resignations

65

G. Consideration of Level Three Student and Parent Complaint/Grievance Hearing

6. ADJOURNMENT

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

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



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BYRON P. TERRIER, Ed.D.

ASSISTANT SUPERINTENDENT
ADMINISTRATIVE SERVICES

March 8, 2010

TO: DR. TOBY YORK

FROM: DR. BYRON TERRIER

SUBJECT: OPENING EXERCISES FOR MARCH 8, 2010, BOARD MEETING

The opening exercises for the March 8, 2010, Board Meeting will be given by the students of Robert E. Lee High School.

The pledges will be led by Aditi Singh and Travis Goss.

Students will give an overview of the newly formed Safe School Ambassadors Program. Students participating are: Matt Bradford, Travis Goss, David Guzman, and Aditi Singh.

The students are under the direction of counselor Mr. Bryan Boyle and principal Mr. Bruce Davis.

/rn

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

February 16, 2010

The Board of Trustees and the Administrative Staff of the Goose Creek Consolidated Independent School District met in a Board Workshop on Tuesday, February 16, 2010, in the Board Room of the Administration Building, 4544 Interstate 10, 6:33 p.m., with the following Board Members present:

PRESENT: Mr. Agustin, Loredo, President; Mr. Ken Martin, Vice President;
Ms. Wilyne Laughlin, Secretary; Ms. Jenice Coffey, Assistant Secretary;
and Mr. Robert Hoskins

ABSENT: Mr. Carl Burg

OPENING EXERCISE

Board Member Robert Hoskins asked for a Moment of Silence and led the prayer. Board Member Howard Sampson led the Pledges of Allegiance to the United States and Texas flags.

WORKSHOP

The Board of Trustees met in a workshop to discuss the Long-Range Facility Planning and The Goose Creek CISD Discipline Management Program. No action was taken.

Goose Creek CISD Long-Range Facility Planning

- GCCISD Demographic Update – February 2010
- GCCISD 2005 Bond and Beyond
- GCCISD Interest and Sinking Rate
- Next Steps

Goose Creek CISD Discipline Management Program

- GCCISD Discipline Data Review
- GCCISD Student Interventions
- GCCISD Student Support Services
- Next Steps

ADJOURNMENT

President of the Board Agustin Loredo adjourned the Board Workshop at approximately 9:10 p.m.

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

February 22, 2010

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, February 22, 2010, in the Board Room of the Administration Building, 4544 Interstate 10, 6:32 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 Member Carl Burg asked for a Moment of Silence and gave the prayer. The opening exercises were given by the students of DeZavala Elementary School. The pledges were led by Rachel Erwin and Haley Hallman.

In recognition of Presidents' Day and in honor of the 278th birthday of our founding father, George Washington, second-grade students sang and danced to "You're a Grand Old Flag" and Yankee Doodle Dandy." Students participating were: Cecilia Barajas, Tyrell Bright, Timothy Cooper, Rachel Erwin, Marissa Flores, Haley Hallman, Asha'ad Jackson, Lindzee Lemon, Jaden Meredith, and Amauri Norris.

The students were under the direction of teachers Ms. Angela Rowland and Ms. Rosalyn Johnson, and Principal Ms. Robin Stoerner.

RECOGNITIONS AND ACKNOWLEDGEMENTS

School Board Recognition Month

- **ARAMARK** – Provided Dinner
- **Peter E. Hyland Center** – Presented a Gift Basket

CITIZENS PARTICIPATION

No one registered to address the Board of Trustees.

DISPOSITION OF MINUTES

February 2, 2010, Special Board Meeting

Mr. Burg moved and Mr. Hoskins seconded the motion **THAT THE BOARD APPROVE THE FEBRUARY 2, 2010, SPECIAL 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.

February 8, 2010, Regular Meeting

Mr. Hoskins moved and Ms. Laughlin seconded the motion **THAT THE BOARD APPROVE THE FEBRUARY 8, 2010, REGULAR BOARD MEETING AS PRESENTED.** The motion passed with Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion. Mr. Loredo abstained

ITEMS OF DISCUSSION/ACTION

8123. CONSIDERATION OF SUPERINTENDENT’S REPORTS

- 1. Bilingual/ESL Update**
- 2. Gifted and Talented Update**

Bilingual/ESL Update

Executive Director Diana Cox and Bilingual Director Norma Picacio-Jones gave oral and written updates on the Bilingual/ESL Program.

This update included the four strategy action steps geared to meet Board-Driven Goal No. 2, *The District will develop systematic management structures, including effectiveness measures for the Bilingual and Special Education Departments.*

- Strategy 1: Improve TAKS scores of all LEP students in each of the content areas: math, reading/ELA, science, and social studies.
- Strategy 2: Conduct a comprehensive evaluation of the Bilingual/ESL program structures per TEA On-Site Visit Report.
- Strategy 3: Implement and monitor structures that promote program effectiveness through collaborative, data-driven planning that reviews 2009 TAKS, PBMAS, TELEPAS, CPA’s and benchmarks in the core content areas, with emphasis on math and science.
- Strategy 4: Provide professional development, instructional materials, and other resources for all content and enrichment curriculum teachers, with emphasis on math and science so that planning and delivery of instruction promotes academic success for all LEP students from initial Bilingual/ESL enrollment criteria through exit program criteria.

Gifted and Talented Program

Executive Director Diana Cox, Advanced Academics Coordinator Toni Shuman, and Instructional Specialist Carol Mitchell presented oral and PowerPoint presentations on the revised State Plan on the Gifted and Talented program.

The State Board of Education approved updated language related to the State Plan in September 2009. The 2009 version of the document provides requirements for and guidance to districts as they meet the needs of gifted and talented students.

8124. CONSIDERATION OF THE BUDGET CALENDAR FOR THE FISCAL YEAR 2010-2011 BUDGET

Ms. Laughlin moved and Ms. Coffey seconded the motion **THAT THE BOARD APPROVE THE BUDGET CALENDAR FOR FISCAL YEAR 2010-2011.** The motion passed with Mr. Loredo, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

8125. CONSIDERATION OF REQUEST FOR PROPOSAL (RFP) FOR PLUMBING CONTRACTOR – TIME AND MATERIAL

Mr. Hoskins moved and Ms. Laughlin seconded the motion **THAT THE BOARD APPROVE THE RECOMMENDATION OF THE PURCHASING AND MAINTENANCE DEPARTMENTS TO AWARD THE PLUMBING CONTRACTOR – TIME AND MATERIAL.** The motion passed with Mr. Loredo, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

**8126. FUTURE BOARD AGENDA ITEMS
BOARD TRAINING
BOARD MEETINGS/WORKSHOPS**

Future Board Agenda Items

- Early College High School Update (Superintendent’s Reports, March 8)
- Special Education Update (Late March)
- Maintenance, Operation, and Transportation Information
- Student Wellness (Superintendent’s Report)
- CTE Report (courses offered with new indicators)

Board Training

- National School Boards Association Convention in April

Board Meetings

- Discussed the April 12, 2010, Board Meeting. No recommendation to reschedule or cancel this meeting.

CLOSED SESSION

At approximately 7:57 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 Open Meetings Act: 551.071, Private consultation with the Board’s attorney; 551.072, Discussing purchase, exchange, lease, or value of real property; 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 9:05 p.m., the Board reconvened into Regular Session with President Loredó presiding. No action was taken while in Closed Session.

8127. CONSIDERATION OF PERSONNEL

Ms. Coffey moved and Mr. Burg seconded the motion **THAT THE BOARD ACCEPT THE 13 RESIGNATIONS AND APPROVE THE ONE ELECTION AND APPROVE THE ADMINISTRATOR TERM CONTRACTS AS PRESENTED IN THE BOARD PACKET.** The motion passed with Mr. Loredó, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

Resignations Accepted:

1. **Sarah Bell**, dyslexia teacher at San Jacinto Elementary School, is retiring effective June 3, 2010. Mrs. Bell has been with the District 36 years.
2. **Amy Crowle**, teen leadership and health teacher at Gentry Junior School, is resigning effective June 3, 2010. Ms. Crowle is pursuing other teaching opportunities.
3. **John Davis**, wood shop teacher at Highlands Junior School, is resigning effective June 3, 2010. Mr. Davis is resigning due to personal reasons.
4. **Ashley Dean**, sixth-grade social studies teacher at Gentry Junior School, is resigning effective June 3, 2010. Ms. Dean is seeking employment with other districts.
5. **Jeanette Edmiston**, math modules instructional coach at Robert E. Lee High School, is retiring effective June 11, 2010. Mrs. Edmiston has been with the District 29 years.
6. **Catherine Edwards**, fourth-grade GATE teacher at Highlands Elementary School, is retiring effective June 3, 2010. Ms. Edwards has been with the District 26 years.
7. **Chad Haynes**, health teacher and coach at Ross S. Sterling High School, is resigning effective February 26, 2010. Mr. Haynes is moving to Dallas, Texas, to be closer to their family.
8. **Holly Haynes**, language arts teacher at Victoria Walker Elementary School, is resigning effective February 26, 2010. Mrs. Haynes and her husband are moving to Dallas, Texas, to be closer to their family.
9. **Richard Harris**, Assistant Principal at School Community Guidance Center, is retiring effective June 11, 2010. Mr. Harris has been with the District 28 years.
10. **Elizabeth Hearn**, nurse at Horace Mann Junior School, is resigning effective June 3, 2010. Mrs. Hearn is returning to the private health sector.

11. **Cindy Hightower**, counselor at Lamar Elementary School, is retiring effective June 11, 2010. Mrs. Hightower has been with the District 25 years.
12. **Carolyn Longbotham**, second-grade teacher at Victoria Walker Elementary School, is retiring effective June 3, 2010. Mrs. Longbotham has been with the District 33 years.
13. **Gerald Longbotham**, fifth-grade math teacher at Austin Elementary School, is retiring effective June 3, 2010. Mr. Longbotham has been with the District 34 years.

Approved Elections:

Jamar Simien, teacher, assigned to Cedar Bayou Junior School.

Approved Administrator Term Contracts:

The approved list of Administrator Term Contract recommendations for 2009-2010 will be included with the official minutes.

Administrative Elections:

Mr. Hoskins moved and Mr. Burg seconded the motion **THAT THE BOARD APPROVE THE ELECTION OF RENEA DILLON AS DIRECTOR OF CAREER AND TECHNICAL EDUCATION AND KAREN SMITHSON AS EARLY COLLEGE HIGH SCHOOL PRINCIPAL**. The motion passed with Mr. Loredo, Mr. Martin, Ms. Laughlin, Ms. Coffey, Mr. Hoskins, Mr. Burg, and Mr. Sampson voting for the motion.

ADJOURNMENT

President of the Board Agustin Loredo adjourned the Board meeting at approximately 9:10 p.m.

SUPERINTENDENT'S REPORTS

GCCISD EARLY COLLEGE HIGH SCHOOL

EARLY COLLEGE HIGH SCHOOL FACT SHEET

(Information taken from *Jobs for the Future Early College High School Initiative*)

ACHIEVEMENTS

- Over 92% of early college students graduate
- 88% of early college graduates earn college credits
- 40% of early college graduates who enter as 9th graders earn at least one year of college credit
- 25% of early college graduates earn both a high school diploma and an Associate's degree
- 81% of early college graduates enroll in a two or four year college
- More than 25% early college high school graduates earn merit-based college scholarships

SAVINGS

- \$6,600 – the average savings to a student earning a year of free college credit (based on the cost of public higher education).
- \$13,100 – the average savings to a student earning two years of free college credit or an Associate's degree (based on the cost of public higher education)

DEMOGRAPHICS

- 40,000 students across the nation are currently enrolled in Early College High Schools
- 201 schools in 24 states are part of the initiative/41 schools in Texas
- 74% of early college students are students of color

For more information: Early College High School at www.earlycolleges.org

GCCISD AND LEE COLLEGE

ECHS Timeline

October 2009

- Submit ECHS grant to TEA
- Review sample *ECHS* principal job descriptions
- Create *GCCISD ECHS* principal job description and submit description to *GCCISD* personnel office
- Present ECHS information to GCCISD Board of Trustees
- Review sample *ECHS* principal job descriptions

November 2009

- ECHS grant interview w/ TEA
- Create *GCCISD ECHS* principal job description and submit description to *GCCISD* personnel office
- View potential ECHS location on Lee College campus

December 2009

- Post *ECHS* principal job description on *GCCISD* website
- Present ECHS information update to LC Board of Regents
- Identify additional ECHS locations on Lee College campus
- Write a proposal for ECHS location and submit to Lee College President

January 2009

- *GCCISD* and Lee College representatives will screen *ECHS* principal candidates and schedule interviews
- Establish an ECHS selection and recruitment committee that will create recruitment plan, application, and rubric for selection
 - Committee Members: Higher Education Transition Liaison, Director of Guidance and Counseling, high school counselor, junior school counselor, Community in Schools representative, Lee College Dual Enrollment Coordinator and community member)
- Complete Memorandum of Understanding
- Confirm ECHS location for classrooms, office space, and lunch on Lee College Campus

February 2009

- February 9 – 1:00-3:30 p.m. - MOU Review Meeting
- February 12 – ECHS Principal Interviews
- Hire *GCCISD ECHS* principal (February 22nd Board Meeting)
- Submit MOU to Lee College president and GCCISD superintendent

March 2010

- March 6—Man an informational booth at Lee College Birthday Celebration
- March 8—GCCISD Board Meeting—MOU approval
- March 11--Meet with junior school counselors to introduce and explain the concept of ECHS
- Create ECHS application and rubric for selection
- March 11—Lee College Board of Regents Meeting—MOU approval
- Distribute recruitment/admission packets to junior school students in the school district
- Identify students that have one or more of the following characteristics: at-risk, economically disadvantaged, English language-learners, and first generation college goers for targeted recruitment
- Plan for renovation of the ECHS location for classrooms and office space on Lee College Campus
- Send interest letter inviting eighth-grade students and parents, which meet the characteristic(s) listed above, to an informational meeting about the *ECHS*
- Complete and submit TEA application for designation as an ECHS
- Post ECHS counselor position
- Develop instructional program including course articulation, curriculum development, and course of study
- Determine staffing needs for ECHS and prepare appropriate job descriptions
- Post ECHS teaching and support staff positions
- Establish local budget for the ECHS
- Establish an ECHS website
- Establish weekly meetings for the Planning and/or Advisory Committee
- Plan for and create an ECHS website that provides recruitment and admission information
- Conduct ECHS informational meetings at junior schools (Target dates: March 22—March 31, 2010)
- Conduct district-wide ECHS informational meeting for parents (Locations: Horace Mann Junior and Baytown Junior Schools [Target dates: April 4—9, 2010])

April 2010

- Schedule interviews for applicants and parents
- Parents and students complete and submit ECHS application
- Interview ECHS counselor candidates
- Hire ECHS counselor
- Develop ECHS handbook
- Interview ECHS teacher candidates
- Hire ECHS teachers
- Plan comprehensive orientation sessions for staff, parents, and students
- Create student handbook and parent agreement
- Establish a committee to work in conjunction with the selection and recruitment committee that will promote and advertise the ECHS

- Committee Members: GCCISD public relations representative, Lee College Student Services representative, and a community leader

May 2010

- Hire ECHS teachers
- Based upon scoring on the rubric, 100 students will be invited to the *ECHS* program and 25 alternates for the *ECHS* will be placed on a waiting list.
- Conduct an *ECHS* workshop that will help students complete the college admissions process, take college readiness testing, register for courses, and receive additional information regarding the *ECHS*

June 2010

- Make textbook requisitions
- Develop parent and student orientations

July 2010

August 2010

- Conduct evening orientation for parents of ECHS students
- Conduct 4-day orientation for ECHS students

Yellow highlighted areas indicate completion



Your Tomorrow Starts Today!

Goose Creek CISD Early College High School Partnership with Lee College



New High School
Opening August, 2010
On the Lee College Campus



Early College High School will:

- Provide an opportunity for high school students to graduate with 60 college hours free of charge.
- Provide a non-traditional high school environment and a rigorous course of study.
- Offer a small school setting. There will never be more than 100 students per grade level.

Early College High School is looking for:

- Students who may be traditionally underserved in the traditional high school setting
- Students who come from groups that historically have lower than average high school completion rates and college attendance and graduation rates
- Students who may be first generation college graduates
- Students who may or may not be eligible for free/reduced lunch

8th grade students who are interested in attending 9th grade at ECHS will be provided information and applications during the month of March at their junior school campuses.

For further information, please contact your student's junior school counselor or Karen Smithson at kasmithson@gccisd.net • 281-420-4800.

Goose Creek
PROUD

SCHOOL BOARD AGENDA ITEM SUMMARY

March 8, 2010

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

RECOMMENDED ACTION: Approve the Early College High School Memorandum of Understanding as presented by the Administration and as reviewed by the School District's attorney.

RATIONALE: Goose Creek CISD received a grant from the Texas Education Agency in the amount of \$455,000 for the creation and implementation of an Early College High School for Goose Creek CISD students on the Lee College campus.

BUDGET PROVISIONS/ACTION REQUIRED: TEA Grant

RESOURCE PERSONNEL: Dr. Toby York
Ms. Suzanne Heinrich
Ms. Diana Cox
Ms. Leronda Lockhart
Mr. Rick Peebles

/jc

Memorandum of Understanding between
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

And

LEE COLLEGE

For Operation of Early College High School

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

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

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

WHEREAS Early College High Schools prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work, during their attendance at ECHS, students will develop a commitment to learning, a capacity for critical thinking, an understanding of their future role as community leaders, and the academic and other skills necessary to achieve success in these and other arenas. All of the students graduating from ECHS will enter post-secondary education and/or training with significant advanced standing.

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

PURPOSE

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

PRINCIPLES FOR PARTNERSHIP

1. Establishment of a full and equal agreement between LEE COLLEGE and GCCISD that allows a flexible and creative response to the organizational, mission, and fiscal needs of both institutions.
2. Collaboration in planning, implementation, and continuous improvement of Early College High School programs, including the provision for faculty, staff, and administration; curriculum development; training; and student services.
3. Provision of college readiness, dual credit, Tech-Prep, and early college credit courses.

4. Inclusion of personal/civic development programs that provide service learning and other external learning experiences for all students.
5. Financial collaboration that addresses costs of both parties and assists each in obtaining necessary funds from local, state, federal, and private/foundation sources to operate the program successfully.
6. Shared use of facilities, including classrooms, labs, offices, and libraries that reduces the operating costs and promotes collaboration of students, faculty, staff, and community members in program success.
7. Selection of students will target at-risk students and reflect the diversity of the Baytown/Highlands community.

DUTIES OF COLLEGE

LEE COLLEGE agrees to:

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

DUTIES OF HIGH SCHOOL

GCCISD agrees to:

1. Collaborate with LEE COLLEGE officials in the design and execution of challenging and innovative instructional programs (including early college, dual credit, and developmental education classes); scheduling of classes; recruitment of eligible students; program evaluation; and marketing of the program.
2. Collaborate with LEE COLLEGE to fulfill all Agreement guidelines in the offering of Early College, Dual Credit, and Developmental classes.
3. Collaborate with LEE COLLEGE to fulfill all Southern Association of Colleges and Schools (SACS) and Texas Higher Education Coordinating Board requirements.

4. Collaborate with LEE COLLEGE officials to fulfill grant expectations and seek additional grant dollars in support of the program.
5. Collaborate with LEE COLLEGE on the build out plans and funding arrangements for the agreed upon shared space by ECHS and LEE COLLEGE.
6. Pay all costs associated with the set up of telephone, telephone fees, electronic mail and other telecommunication equipment and services for use of the ECHS facility.
7. Provide its own computer equipment, network and software needs for ECHS use.
8. Allow ECHS principal to participate in LEE COLLEGE instructional council meetings, as appropriate.
9. Abide by LEE COLLEGE rules and regulations regarding building use, security, and students' rights and responsibilities.
10. Collaborate with LEE COLLEGE officials on all matters pertaining to insurance, student responsibilities, rights, and discipline.
11. Provide food services for GCCISD ECHS students.

TERM, RENEWAL, TERMINATION

The terms of this agreement shall commence on April 1, 2010 and will terminate on June 1, 2012 unless renewed or extended by the partners. This MOU may be amended by mutual written agreement of both parties. The MOU will be in force for one year following signing and is renewable based on the consent of the signatory parties. LEE COLLEGE and GCCISD reserve the right to terminate the MOU with or without cause upon service of 90 day written notice to the other party. In this event, the date of termination will be the last day of the current semester or year of ECHS school term, unless otherwise agreed to by the parties.

GOVERNANCE

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

ECHS Advisory Committee

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

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

Members of the Advisory Committee will include:

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

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

ECHS Operational Council

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

Members of the Operational Council will include:

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

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

CURRICULUM AND PROVISION OF COURSES

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

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

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

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

COURSE COMPLIANCE

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

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

LEE COLLEGE is responsible for ensuring that course goals and standards are understood, and that the same standards of expectation and assessment are applied where LEE COLLEGE courses are offered. LEE

COLLEGE will designate staff personnel to monitor the quality of instruction in order to assure compliance with the Course Articulation Agreement and the standards established by the State, the Southern Association of College and Schools, LEE COLLEGE, and GCCISD.

ENROLLMENT

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

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

INSTRUCTORS, FACULTY AND ADMINISTRATION

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

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

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

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

HIGH SCHOOL ORGANIZATION AND FACILITIES

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

TUITION AND FEES

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

BOOKS AND SUPPLEMENTAL MATERIALS

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

TRANSPORTATION

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

INSTRUCTIONAL SCHEDULE AND CALENDAR

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

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

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

STUDENT RECRUITMENT AND SELECTION

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

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

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

CONDUCT

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

SAFETY

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

PERFORMANCE

LEE COLLEGE and GCCISD will evaluate the effectiveness of the program each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will include but not limited to P-16 (P-16 is the shorthand term for a student-focused, comprehensive and integrated system

program planning, AEIS/School Report Card, ECHS portfolio, course completion data, student and parent surveys, as well as other forms of college and local community input.

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

FISCAL AGENT

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

BUDGET

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

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

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

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

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

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

SUSTAINABILITY

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

RESPONSIBILITIES OF THE PARTIES

Regulatory requirements

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

Venue

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Harris County, Texas.

Relationship

It is understood and agreed that Parties are independent contractors. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties or as agent of Parties. The Agreement does not create a joint venture or business partnership under Texas law. Each Party is solely responsible for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), insurance, worker’s compensation, and disability benefits and like requirements and obligations of their employees, agents, volunteers, and representatives. They agree that either Party has no responsibility for any conduct of the other Party’s employee, agent, volunteer, or representative.

No Waiver of Immunity

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

MODIFICATION OF THE AGREEMENT

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

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

IN WITNESS WHEREOF, the parties have duly approved this AGREEMENT EXECUTED IN TWO original counterparts on this _____ date of _____.

LEE COLLEGE

By: _____
LEE COLLEGE President

Goose Creek Consolidated Independent School District

By: _____
GCCISD Superintendent

March 3, 2010

SCHOOL BOARD AGENDA ITEM SUMMARY

March 8, 2010

SUBJECT: CONSIDERATION OF MEMORANDUM OF UNDERSTANDING BETWEEN GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE CITY OF BAYTOWN FOR SHELTER IN EMERGENCY SITUATIONS AND LARGE SPACE STRUCTURES FOR PUBLIC EDUCATION AND INFORMATION MEETINGS

RECOMMENDED ACTION: Approve the Memorandum of Understanding with the City of Baytown to provide shelter for members of government or the public affected by emergency situations and to provide large space structures and facilities for the use of City sponsored public education and information gatherings, hearings, or other meetings.

RATIONALE: The District wishes to volunteer its resources for emergency situations and to support of the City's public education and information gatherings.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

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

**MEMORANDUM OF UNDERSTANDING
FOR SHELTER AND PUBLIC MEETING ACTIVITIES**

This Memorandum of Understanding (MOU) is made and entered into between the City of Baytown, hereinafter referred to as the “City,” and Goose Creek Consolidated Independent School District, hereinafter to as the “District.”

RECITALS

WHEREAS, The City desires the assistance of volunteer and charitable organizations in providing shelter and mass care for the members of government or the public affected by emergency situations; and

WHEREAS, the City also desires the access to large space structures and facilities for the use of City-sponsored public education and information gatherings, hearings, or other meetings that exceed the capacity of typical City meeting facilities; and

WHEREAS, the District wishes to volunteer its resources for such purposes during emergency situations and in support of the City’s public education and information gatherings; and

WHEREAS, the purpose of this memorandum is to outline the actions that each party is willing to undertake with respect to shelter and mass care operations and City-sponsored public information or education gatherings as a basis for further planning and preparation by both parties;

NOW THEREFORE, the parties to the MOU Parties do hereby make and enter into the following agreements:

1. District Obligations. When requested by an authorized representative of the City, the District will use its best efforts to provide the following services:
 - a. Provide temporary shelter(s) for City employees;
 - b. Participate in pre-disaster shelter and mass care planning with the City;
 - c. During the emergency operations, provide periodic reports on its shelter and mass care activities as requested by the City’s Director of Emergency Operations;
 - d. Provide access to school(s) or facilities deemed appropriate by the District, in support of large City-sponsored public education or information gatherings;
 - e. Partner with City Officials in application, accepting, and managing grant projects that enhance District and/or City programs or facilities; and
 - f. Other support and assistance activities that are deemed appropriate by the District’s Superintendent and as requested by the City.

2. City's Obligations. The City will use its best efforts to:
 - a. Where possible, provide advance warning to the District of the possible need for shelter and mass care operations so that the District may mobilize its resources;
 - b. Provide for security, police, and/or law enforcement for shelter and mass care facilities or large public gatherings;
 - c. Provide for fire and life-safety inspections for shelter and mass care facilities or large public gatherings;
 - d. Provide for traffic control in the vicinity of shelter and mass care facilities or large public gatherings;
 - e. Provide information to disaster victims through the media on what they should bring and should not bring to shelter and mass care facilities;
 - f. Arrange and/or coordinate transportation for shelter and mass care equipment and supplies that cannot be transported by the District;
 - g. Coordinate with state and federal agencies or other vendors to obtain supplementary food supplies, if required;
 - h. To the extent possible, ensure utilities are operable at shelter and mass care facilities;
 - i. Provide updated information on the emergency situation to shelter managers to be passed on to shelter occupants;
 - j. Provide for rapid and timely reasonable restoration and replacement of District property and facilities used or damaged by shelter operations or large public gatherings;
 - k. Reimburse the District for the direct costs of providing, at minimum, at least one District physical plant maintenance employee to be on-site at all times deemed appropriate by the District, when District facilities are in use at City request if funds be appropriated by the City for this purpose; and
 - l. Partner with City Officials in application, accepting, and managing grant projects that enhance District and/or City programs or facilities.

3. Confidential Information. The City and the District agree to the following to hold all documents and records relevant to this MOU as confidential, EXCEPT to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, hereinafter referred to as the "Act." Notwithstanding the foregoing, in the event that either party to this MOU is required to furnish information or records pursuant to The Act, each party shall furnish to the other all such information and records in its possession that are responsive to the required release.

4. General Provisions.
 - a. 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 MOU and performance of the functions or obligations described herein.
 - b. This MOU 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 MOU.
 - c. No assignment of this MOU 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.

- d. Each party represents and warrants to the other that the execution of this MOU has been duly authorized, and that this MOU constitutes a valid and enforceable obligation of such party according to its terms.
- e. This MOU constitutes the sole and only agreement of the parties hereto related to shelter and public meeting activities for emergency situations and superseded any prior understandings of written or oral agreement between the parties with respect to the subject matter herein.
- f. No amendment or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by both parties hereto.
- g. Notwithstanding anything to the contrary contained in this MOU, the City and the District hereby agree that no claim or dispute between the City and the District arising out of or relating to this MOU shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Section 1 – 14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act.
- h. Both the City and the School, besides all other rights or remedies they may have, shall have the right to terminate this Agreement with or without cause upon sixty (60) days' written notice; provided that no such termination shall occur during a state of local disaster.

In witness of these understandings, the authorized representatives of the District and the City have fixed their signatures to this MOU, which shall become effective and operative upon the fixing of the last signature hereto and shall remain in effect until such time that the same is terminated.

Mayor, City of Baytown

Date

Goose Creek CISD
Superintendent of Schools

Date

Approved as to Form:

Baytown City Attorney

Date

Goose Creek CISD Attorney

Date

SCHOOL BOARD AGENDA ITEM SUMMARY

March 8, 2010

SUBJECT: CONSIDERATION OF THE 2009-2010 TEXTBOOK ADOPTION

RECOMMENDED ACTION: Approve the titles selected by the Textbook Selection Committees under Proclamation 2010.

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

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Mr. Rick Kirk
Ms. Diana Cox
Mr. David Yannotta
Ms. Christi Taff
Dr. Ann Arena
Ms. Norma Picacio-Jones
Ms. Kim Futrell
Ms. Jessica Tracy

2009-2010 TEXTBOOK SELECTION COMMITTEE

SUBJECTS: Reading/Language Arts Grades K-1

ADMINISTRATOR: Jessica Tracy

Professional Educator	Campus	Citizen
1. Diana Arreola	A. Smith (Eng., Span., Sp. Ed.)	Laura Ramos
2. Cindy Bigham	Carver	Sarah Lopez
3. Vicki Blalock	A. Smith	Amber Mann
4. Tammy Felder	Bowie	Shawn Batiste
5. Amy Glasscock	Lamar	Sandra Medina
6. Angela Goss	Walker	Maximiliano Cisneros
7. Clark Haney	Austin	Darrell Henley
8. Soledad Harding	San. Jacinto (Eng., Span.)	Elois Wimberly
9. Janie Jimenez	Travis (Eng., Span.)	Rubia Lopez
10. Christi Lackey-Viator	West Town	Brandy Ramirez
11. Jodie Meredith	De Zavala	Kristian Hines
12. Jam Novosad	Crockett	Lara McCafferty
13. Judy Pequeno-Lopez	Hopper (Eng., Span.)	Deliah Salazar
14. Trish Roberts	Harlem	Linda Keene
15. Patty Russell	Walker	Blanca Villarreal
16. Katie Sims	Walker	Joannette Pete
17. Julie Voytek	Alamo	Tina Coffey
		Sudie Durden
Alternates:		Ashley Presas
		Fatima Chavez

Superintendents Signature _____



2009-2010 TEXTBOOK SELECTION COMMITTEE

SUBJECTS: Reading Grades 2-5

ADMINISTRATOR: Jessica Tracy

Professional Educator	Campus	Citizen
1. Dayna Atkins	Bowie	Brenda Turnbow
2. Codi Freeman	West Town	Teresa Espinosa
3. Amy Glasscock	Lamar	Carol Watson
4. Linda Gournier	San Jacinto	Esther Guierrez
5. Rachel Goss	Harlem	Stacy Sloane
6. Cynthia Horner	Alamo	Angel Bethune
7. Julie Kellner	Austin	Nancy Garcia
8. Stephanie Stults	De Zavala	Peter Cushman
9. Karen Mason	Lamar	Amanda Jones
10. Christine Miller	Crockett	Rosa Gonzales
11. Luis Munoz	Carver (Eng., Span.)	JoAnn Short
12. Erica Navejar	Harlem (Eng., Span.)	Sharmona Fite-Collins
13. Ahime Ornales	Travis (Eng., Span.)	Demetria Roberts
14. Monica Perez	Highlands Elem. (Eng., Span.)	LaQuesha Baldwin
15. Ruth Rios-Valeen	Travis (Eng., Span.)	Shemels O'Sillman
16. Paula Widner	West Town (Sp. Ed.)	Ivonne Reyes
17. Kem Scheidt	Highlands Elem.	Sylvia Zamora
18. Amanda Thompson	A. Smith	Presca Fatal
19. Heather Urban	Highlands Elem.	Melissa Davis
20. Elma Villareal	West town (Eng., Span.)	Paulina Carrelá
21. Julie Voytek	Alamo	Shakira Daniels
22. Melissa Botkin	Victoria Walker	Luala Hernandez
23. Myrna De Avila	Highlands Elem.	Elisa Nieto
		Melanie Washington
Alternates:		Juan Del Toro
		Myrna Martinez

Superintendents Signature _____



2009-2010 TEXTBOOK SELECTION COMMITTEE

SUBJECT: Literature – Grades 6-8, Reading Elective – Grades 6-8

ADMINISTRATOR: Kim Futrell


Professional Educator	Campus	Citizen
1. Amy Kaminski	Baytown Jr. (6 th Grade)	Wendy West
2. Austin Lindsey	Baytown Jr. (6 th Grade)	Maria Torres
3. Teresa Black	Baytown Jr. (6 th Grade, Sp. Ed)	Greg Harvey
4. Deanne Cummings	Cedar Bayou Jr. (6 th Grade)	Caprisa Davis
5. Abby Walles	Cedar Bayou Jr. (6 th Grade)	Maurisa Alexis-Louis
6. Janette Williams-Grogan	Cedar Bayou Jr. (6 th Grade, DYS)	Melisa Smith
7. Donna Woods-Stellman	Gentry Jr. (6 th Grade)	Tanisha Williams
8. Kim Baker	Gentry Jr. (6 th Grade)	Emma Boullion
9. Kathryn Dunlop	Highlands Jr. (6 th Grade)	Michelle Withers
10. Connie Rupp	Highlands Jr. (6 th Grade)	Nyoka George
11. Amy Woodard	Horace Mann Jr. (6 th Grade)	Matt Neeley
12. Sarah Duran	Horace Mann Jr. (6 th Grade)	
13. Crystal Rabe	Horace Mann Jr. (6 th Grade, ESL)	
14. Verlene Masters	Baytown Jr. (7 th Grade)	
15. Sandra Allen	Baytown Jr. (7 th Grade)	
16. Misty Dolgner	Baytown Jr. (7 th Grade, Sp. Ed)	
17. Sheryl Ferguson	Baytown Jr. (7 th Grade, DYS)	
18. Sherry Otahal	Cedar Bayou Jr. (7 th Grade)	
19. Purnima Rahlon	Cedar Bayou Jr. (7 th Grade)	
20. Earnest Brooks	Cedar Bayou Jr. (7 th Grade, Sp. Ed)	
21. Lisa Whitaker	Gentry Jr. (7 th Grade)	
22. Dayna Hix	Gentry Jr. (7 th Grade)	
23. Lisa Rankin	Highlands Jr. (7 th Grade)	
24. JoAnn Massony	Highlands Jr. (7 th Grade)	
25. Brian Trachte	Horace Mann Jr. (7 th Grade)	
26. Chris Bucklin	Horace Mann Jr. (7 th Grade)	
27. Vickie Baillio	Baytown Jr. (8 th Grade)	
28. Jerry Shafer	Baytown Jr. (8 th Grade)	
29. Amy Collins	Cedar Bayou Jr. (8 th Grade)	
30. Kelly Woods	Cedar Bayou Jr. (8 th Grade)	

2009-2010 TEXTBOOK SELECTION COMMITTEE

SUBJECT: Literature – Grades 6-8, Reading Elective – Grades 6-8 (Cont.)

ADMINISTRATOR: Kim Futrell

31. Kathy Brown	Gentry Jr. (8 th Grade)	
32. Laurie Poston	Gentry Jr. (8 th Grade)	
33. Wendy Fenton	Gentry Jr. (8 th Grade, ESL)	
34. Liz King	Highlands Jr. (8 th Grade)	
35. Annice Huff	Highlands Jr. (8 th Grade)	
36. Mercedes Paul-Green	Horace Mann Jr. (8 th Grade)	
37. Trudy Alcazar	Horace Mann Jr. (8 th Grade)	
38. Roseanna Garrison	Horace Mann Jr. (8 th Grade, DYS)	
39. Kimberly Charles	SCGC (6 th , 7 th , 8 th Grades)	

Superintendent's Signature 

2009-2010 TEXTBOOK SELECTION COMMITTEE

SUBJECTS: Literature Grades 9-12

ADMINISTRATOR: Kim Futrell

Professional Educator	Campus	Citizen
1. Sheila Gruver	R. E. Lee (9 th Grade)	Dana Diaz
2. Nick Prontka	R. E. Lee (9 th Grade)	Ina Doss
3. Kim Herrera	R. S. Sterling (9 th Grade)	Mason Gibbs
4. Heather Downs	R. S. Sterling (9 th Grade)	Dennis Whittredge
5. Cheryl Walters	R. S. Sterling (9 th Grade, ESL)	Everardo Smayedra
6. Rosie Adolphin	G. C. Memorial (9 th Grade)	Denise Ross
7. Jennifer Clary	G. C. Memorial (9 th Grade)	
8. Sarah Flusche	R. E. Lee (10 th Grade)	
9. Sam Cannariato	R. E. Lee (10 th Grade)	
10. Marie Brookreson	R. S. Sterling (10 th Grade)	
11. Dana Gilbert	R. S. Sterling (10 th Grade)	
12. Natalia Heckman	R. S. Sterling (10 th Grade, ESL)	
13. Merla Kramer	G. C. Memorial (10 th Grade)	
14. Lori Yarbrough	G. C. Memorial (10 th Grade)	
15. Emily Patrick	R. E. Lee (11 th Grade)	
16. John Blackshear	R. E. Lee (11 th Grade)	
17. Sonya Crowder	R. E. Lee (11 th Grade, DYS)	
18. Audrey Nolinberg	R. S. Sterling (11 th Grade)	
19. Chestin Auzenne-Curl	R. S. Sterling (11 th Grade)	
20. Jody Littlepage	G. C. Memorial (11 th Grade)	
21. Danielle Maldonado	G. C. Memorial (11 th Grade)	
22. Debbie King	R. E. Lee (12 th Grade)	
23. Holly Downs	R. E. Lee (12 th Grade)	
24. Tina Wash	R. S. Sterling (12 th Grade)	
25. Calvin Cooper	R. S. Sterling (12 th Grade)	
26. Robbie Magness	G. C. Memorial (12 th Grade)	
27. Ashley Mehrens	G. C. Memorial (12 th Grade)	
28. David Schrock	G. C. Memorial (12 th Grade, Sp. Ed.)	
29. Jamie McBride	ALP (9 th , 10 th Grades)	
30. Marilyn Stoffels	SCGC (11 th , 12 th Grades)	

Superintendent's Signature _____



2009-2010 TEXTBOOK SELECTION COMMITTEE

SUBJECTS: AP Language – 11th Grade, AP Literature – 12th Grade

ADMINISTRATOR: Kim Futrell

Professional Educator	Campus	Citizen
1. Kurt Bouillion	R. E. Lee (11 th Grade)	Paul Amici
2. Kayla Logan	R. E. Lee (12 th Grade)	
3. Karen Rohach	R. S. Sterling (11 th Grade)	
4. Jennifer Jones	R. S. Sterling (12 th Grade)	
5. Lauren Marti	G. C. Memorial (11 th Grade)	
6. Sue Cannariato	G. C. Memorial (12 th Grade)	


Superintendents Signature 

2009-2010 TEXTBOOK SELECTION COMMITTEE

SUBJECTS: ESOL (English for Speakers of Other Languages)

ADMINISTRATOR: Norma Picacio-Jones

Professional Educator	Campus	Citizen
1. Cheryl Walters	Sterling (ESOL)	Brandi Langley
2. Maria Reyes	Sterling (New Arrival, ESL)	Elizabeth Vasquez
3. TBA	West Town Specialist	Jasmine Mendoza
4.		Lizbeth Ramirez
5.		
6.		
7.		
8.		
9.		
Alternates:		

Superintendents Signature 

2009-2010 TEXTBOOK SELECTION COMMITTEE

SUBJECTS: ELPS (English Language Proficiency Standards)

ADMINISTRATOR: Norma Picacio-Jones

Professional Educator	Campus	Citizen
1. Victoria Burton	REL (Science)	
2. Joe Berezoski	RSS (Science)	
3. Mark Lowrie	GCM (Science)	
4. Maggie Eubanks	RSS (Social Studies)	
5. Kenneth Hentges	RSS (Social Studies)	
6. Pamela Gerik	REL (Math)	
7. Jean (Tiffany) Johnson	GCM (Math)	
8. Mary Sitarski	GCM (Math)	
9. Cheryl Walters	RSS (Lang. Arts)	
10. Maria Reyes	RSS (Lang. Arts)	

Superintendents Signature _____



SCHOOL BOARD AGENDA ITEM SUMMARY

March 8, 2010

SUBJECT: CONSIDERATION OF UNDESIGNATION OF GENERAL FUND BALANCE FOR BOND CONTINGENCIES

RECOMMENDED ACTION: Approve the undesignation of general fund balance in the amount of \$6 million for bond contingencies.

RATIONALE: The District designated fund balance in August 2006 for bond contingencies. Fund balance designations allow a district to set aside funds for items that would normally fall outside of the normal maintenance and operations of the district. The designation centered around the possible need for bond contingency funds related to potential overages related to the 2005 bond program.

BUDGET PROVISIONS / ACTION REQUIRED: 2009-2010 general fund balance

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

Memo

To: Dr. Toby York, Superintendent
From: Pete D. Pape, CPA, Chief Financial Officer
Date: 3/4/2010
Re: Undesignation of Bond Contingency in Fund Balance

With the 2005 bond coming to a close we are now in a position to undesignate the \$6,000,000 the board originally designated as bond contingency in August 2006.

Status of Bond Remaining Balances

There is \$9,107,251 remaining in the bond reserve account. This is the account where the savings from each bond project is transferred to. There is also a balance of \$3,028,632 in unallocated interest after transferring \$2,600,000 to the Debt Service Fund on August 31, 2009. The amount reserved for arbitrage is approximately \$1,975,000 and with the decrease in interest rates I've just learned that the new estimate for arbitrage is \$1,200,000. The remaining balance in the 2005 bond is as follows:

Bond Reserve	\$ 9,107,251
Unallocated Interest	\$ 3,028,632
Decrease in arbitrage	<u>\$ 775,000</u>
Total:	\$12,910,883

I will be recommending the board move another \$2,400,000 to the Debt Service fund later this spring and we will have a plan developed for transferring the remaining 2005 bond funds into the Debt Service Fund to lessen the Debt Service Tax Rate increase.

With this information it is my recommendation that the Board of Trustees approve the administration's recommendation of undesignating the bond contingency in the amount \$6,000,000.

SCHOOL BOARD AGENDA ITEM SUMMARY

March 8, 2010

SUBJECT: CONSIDERATION OF SHARED SERVICE ARRANGEMENT (SSA) FOR EAST HARRIS COUNTY COOPERATIVE FOR DEAF EDUCATION

RECOMMENDED ACTION: Approve the Shared Service Arrangement (SSA) for East Harris County Cooperative for Deaf Education.

RATIONALE: This document is the Shared Services Arrangement (SSA) for the member districts of East Harris County Cooperative for Deaf Education. This updated SSA includes the addition of Anahuac ISD as a member district. Anahuac ISD made application to EHCCDE on January 15, 2010 and the EHCCDE Advisory Council approved membership on January 21, 2010. The revisions were finalized by Mr. David Hodgins, attorney.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

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

February 25, 2010

Via Electronic Mail

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

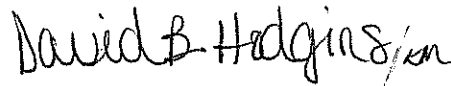
TO WHOM IT MAY CONCERN:

I have reviewed the contents of the Shared Services Arrangement contract of the East Harris County Cooperative for Deaf Education Regional Day School Program for the Deaf comprised of the following independent school districts: Goose Creek Consolidated, Barbers Hill, Channelview, Crosby, Deer Park, Galena Park, La Porte, Pasadena, Sheldon, and Anahuac.

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

Very truly yours,

Thompson & Horton LLP



David B. Hodgins

DBH/l/s

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

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

EAST HARRIS COUNTY COOPERATIVE FOR DEAF EDUCATION
REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

SHARED SERVICES ARRANGEMENT

WHEREAS, the Goose Creek Consolidated Independent School District (“GCCISD”), Anahuac Independent School District (“AISD”), Barbers Hill Independent School District (“BHISD”), Channelview Independent School District (“CISD”), Crosby Independent School District (“CISD”), Deer Park Independent School District (“DPIISD”), Galena Park Independent School District (“GPIISD”), La Porte Independent School District (“LPIISD”), Pasadena Independent School District (“PISD”), and Sheldon Independent School District (“SISD”), hereinafter called “school districts” are authorized to execute this contract pursuant to the provisions of Texas Education Code § 29.007; and

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

KNOW ALL MEN BY THESE PRESENTS, that the Goose Creek Consolidated Independent School District (“GCCISD”), Anahuac Independent School District (“AISD”), Barbers Hill Independent School District (“BHISD”), Channelview Independent School District (“CISD”), Crosby Independent School District (“CISD”), Deer Park Independent School District (“DPIISD”), Galena Park Independent School District (“GPIISD”), La Porte Independent School District

("LPISD"), Pasadena Independent School District ("PISD"), and Sheldon Independent School District ("SISD"), acting by and through their duly authorized officers, do hereby covenant and agree as follows:

I.

NAME AND HEADQUARTERS

1.1 Name.

The name shall be: East Harris County Cooperative for Deaf Education, Regional Day School Program for the Deaf.

1.2 Headquarters.

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

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

II.

MEMBERSHIP

Membership in the Cooperative is limited to "school districts" which is defined to mean duly constituted public independent school districts and open-enrollment charter school situated in Harris County, Texas.

Anahuac ISD
804 Mikhael Ricks Dr.
Anahuac, Texas 77514

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

Channelview ISD
1403 Sheldon Road
Channelview, Texas 77530
281-452-8002

Crosby ISD
706 Runneburg Road
P.O. Box 2009
Crosby, Texas 77532
281-328-9200

Deer Park ISD
203 Ivy Street
Deer Park, Texas 77536-2747
832-668-7000

Galena Park ISD
14705 Woodforest Blvd.
Houston, Texas 77015
832-386-1000

Goose Creek ISD
4544 Interstate 10 East
P.O. Box 30
Baytown, Texas 77522
281-420-4800

La Porte ISD
1002 San Jacinto Street
La Porte, Texas 77571
281-604-7015

Pasadena ISD
1515 Cherrybrook
Pasadena, Texas 77502-7912
713-740-0000

Sheldon ISD
11411 C.E. King Parkway
Houston, Texas 77044
281-727-2000

III.

PURPOSE

The purpose of the East Harris County Cooperative for Deaf Education, Regional Day School Program for the Deaf is to provide a system of direct and supportive special education services to eligible hearing impaired students, but each member district is responsible for providing transportation to eligible students receiving services from the Cooperative.

IV.

DEFINITIONS

4.1 Coordinator of the Cooperative.

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

4.2 Cooperative program.

That program of comprehensive special education for hearing impaired students being served by the Cooperative.

4.3 Site and Home Campus Personnel.

Personnel who serve only within a member school district (i.e., teachers and interpreters assigned to a site campus housing an East Harris County Cooperative for Deaf Education, Regional Day School Program for the Deaf classroom, or interpreters assigned to a campus other than a campus with the fiscal agent district).

4.4 Cooperative Personnel.

All Cooperative personnel including site and home campus personnel.

4.5 Fiscal Year.

The fiscal year shall be September 1st through August 31st.

V.

MANAGEMENT BOARD

5.1 Composition.

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

5.2 Compensation.

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

5.3 Powers and Duties.

The management board shall have the following powers and duties:

- (a) To elect officers as provided in Section 6.1.

- (b) To recommend employment of a Coordinator of the Cooperative to the fiscal agent and to establish the duties to be performed by such person. However, in accordance with the provisions of Paragraph 9.1, the fiscal agent shall have final authority and responsibility for all personnel action.
- (c) To designate site locations for Cooperative classrooms, offices, and materials which meet state and federal requirements.
- (d) To allocate Cooperative personnel among member districts and determine unit usage, and to allocate other funds based on student needs of the Cooperative as a whole.
- (e) To acquire, hold, and sell real and/or personal property.
- (f) To receive bequests, donations, or other monies or property.
- (g) To appoint a member school district as fiscal agent. The fiscal agent shall designate a depository for Cooperative funds.
- (h) To approve, by a majority vote, the admission of additional member school districts into the Cooperative.
- (i) To contract from time to time for the professional services required for the administration and operation of the Cooperative.
- (j) To defend the Cooperative, any member of the management board or any Cooperative personnel in connection with any legal action brought as a consequence of activities performed in the course and scope of service to or employment by the Cooperative. The fiscal agent shall be authorized to purchase professional liability coverage for the Cooperative and Cooperative personnel. Each member school district shall be responsible for providing professional liability coverage for its representative on the management board, or for claims brought against it by Cooperative personnel, students, or third parties arising from or related to the operation of the Cooperative.
- (k) To authorize the preparation of an annual budget, to adopt and amend the annual budget, to authorize preparation of periodic (not less than quarterly) reports of receipts and disbursements.

- (l) To determine annually the pro rated share of operating funds to be contributed by each member school district to the fiscal agent for the necessary administration and operation of the Cooperative and to effectuate the flow of federal and state funds to the fiscal agent district to be incorporated into the Cooperative budget. All students receiving Cooperative services shall be counted in the annual student count taken on December 1st.
- (m) To order an audit by the fiscal agent's auditor of the accounts of the Cooperative annually following the close of each fiscal year, charging the cost of the audit to the Cooperative.
- (n) To establish policies and issue directives governing the programs and business of the Cooperative in accordance with state and federal requirements.
- (o) To determine and designate ownership of assets of the Cooperative.
- (p) To take such other action as may be necessary in connection with the administration and operation of the Cooperative.

VI.

CHAIRMAN OF THE MANAGEMENT BOARD

6.1 Selection and Term of Office.

The chairman of the management board shall be the board representative designated by the superintendent of the fiscal agent school district. The chairman shall serve in such capacity until the member school district he/she represents no longer serves as fiscal agent for the Cooperative. The chairman shall appoint a secretary who shall be responsible for recording and maintaining the official minutes of each board meeting.

6.2 Chairman.

The chairman shall perform the following duties:

- (a) In coordination with the Coordinator of the Cooperative and the chairman of the Advisory Council, establish and issue a schedule of regular board meetings for the year.

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

6.3 Vacancies.

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

VII.

CONDUCTING BOARD BUSINESS

7.1 Meetings.

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

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

7.2 Quorum.

Six (6) members of the management board present at any meeting which has been called consistent with the terms of this agreement shall constitute a quorum for the transaction of business. Proxies shall not be authorized.

7.3 Voting Procedure.

A quorum being present, any matter brought before a meeting of the management board shall be decided by majority vote. *Robert's Rules of Order* shall prevail at all meetings.

VIII. PERSONNEL

8.1 Authority of Fiscal Agent.

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

8.2 Coordinator of Cooperative.

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

8.3 Personnel Management.

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

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

- (b) *Site and Home Campus Personnel.* Site and home campus personnel shall be subject to the policies and procedures of the district or open-enrollment charter in which they are assigned, including policies and procedures related to duties, work schedule, dress code, in-service/staff development, and any other requirements imposed by the member school district and any campus to which the employee is assigned, provided, in the event of a conflict, the policies and procedures of the fiscal agent shall prevail unless prohibited by law. The Coordinator of the Cooperative shall attempt to resolve any conflicts between the policies and procedures of the campus or member school district to which the employee is assigned and the policies and procedures of the fiscal agent district. In the event that the Coordinator is unable to resolve any conflict, the superintendent of the fiscal agent shall do so. The decision of the fiscal agent superintendent shall be final.
- (c) *Grievance Procedure.* The fiscal agent school district grievance policy and procedures shall apply to any and all employee grievances. The Coordinator of the Cooperative or the Coordinator of the Cooperative's designee shall serve as the "Level One" Hearing Officer. As appropriate, the principal or principal's designee may participate in presenting information in the Level One hearing and/or subsequent hearings on behalf of the campus administration. Level Two and Level Three grievance appeals shall be subject to the grievance policy and procedures of the fiscal agent. All members of the Cooperative agree to work together and cooperate with each other in connection with any employee grievance.

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

For itinerant teachers and support staff assigned to the Cooperative office, the Coordinator of the Cooperative or designee shall be designated as the teacher supervisor and main appraiser. As necessary, the fiscal agent district will assign any other additional appraiser for itinerant and support personnel.

IX.

FISCAL AGENT

9.1 Designation.

- (a) The fiscal agent of the Cooperative shall be a member school district which must be accredited and must operate a K-12 system. The Board of Trustees of the fiscal agent shall agree to the assumption of fiscal agent responsibilities. The Goose Creek Independent School District is hereby

designated by the management board as fiscal agent for the East Harris County Cooperative for Deaf Education, Regional Day School Program for the Deaf for the term of this agreement, subject to annual renewal by the parties hereto effective October 1st of each year.

9.2 Duties and responsibilities.

The fiscal agent shall perform the following duties and responsibilities:

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

9.3 Administrative Costs.

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

9.4 Cooperative Fiscal Agent Operating Guidelines.

Consistent with state and federal requirements, the management board shall authorize the development of operating guidelines for the Cooperative covering at least the following subjects—allocation of special education units,

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

9.5 Change of Fiscal Agent.

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

9.6 Additional Costs or Expenses and Litigations Expenses.

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

Notwithstanding anything to the contrary herein, the member district in which the student is enrolled is responsible for legal costs (including any

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

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

X.

MEMBER SCHOOL DISTRICT RESPONSIBILITIES

10.1 Program.

It shall remain the ultimate responsibility of each member school district to provide or cause to be provided a free and appropriate public education, including residential placement, if necessary, to all eligible students with disabilities residing in such member's district. In regard to direct and support services provided by the Cooperative and other contracting agencies, the resident member school district retains the ultimate responsibility of developing and monitoring the implementation of the student's individualized education plan and reevaluating the appropriateness of the plan as required by law.

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

10.2 Operational Expenses.

Each member school district shall annually contribute to the Cooperative an amount determined by the management board pursuant to Section 5.3(l) above as the school district's share of the approved budget for operational expenses. Based on the total Cooperative budget, after state and federal funds have been utilized, any budget shortfall shall be pro-rated among the member school districts on a per-pupil basis, based on the December 1 student count of the previous school year.

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

10.3 PEIMS.

PEIMS reporting for students enrolled in Cooperative programs shall be in accordance with state (TEA) guidelines including the Regional Day School Program for the Deaf (RDSPD) Shared Services Arrangement (SSA) Procedures. The fiscal agent school district, Goose Creek ISD, shall submit PEIMS student data for all students attending site campuses. Member LEA's shall submit PEIMS student data for all other students receiving services at their respective school districts by personnel within the East Harris County Cooperative for Deaf Education.

10.4 Audit Exceptions.

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

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

- (b) The management board shall have the authority to resolve all other audit exceptions as may be just and appropriate in the circumstances.

10.5 Administrative Costs.

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

- (a) Transportation.

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

- (b) Interpreting Services.

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

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

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

XI.

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

- 11.1 Any school district located wholly or partly in Harris County wishing to join the East Harris County Cooperative for Deaf Education, Regional Day School Program for the Deaf may make application by submitting a written request to the chairman of the management board. This request must be approved by the

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

- 11.2 Other non-member school districts or open-enrollment charter schools, situated in whole or in part in either Harris County or Chambers County, having a student with a hearing impairment may request services from the Cooperative. The request for services including any request for placement of a student into the Cooperative shall be made in writing and forwarded to the Coordinator of the Cooperative. The Coordinator shall request and the non-member requestor shall timely provide the respective student's relevant assessment, ARD Committee documents, and any and all other relevant data/student records related to the student's educational needs. The Coordinator shall notify the Management Board of the request for services as well as, at a minimum, provide the Management Board with a general summary of the student's pertinent educational data. A vote of the Management Board shall be timely held regarding the request for services. For purposes of this section, a vote of the Management Board may be held in person or electronically. The non-member request shall be granted upon the simple majority of the Management Board present and voting. If appropriate and at the request of the Management Board, the requesting district or charter school may be present at a Management Board meeting to present information and clarification of information regarding the specific needs of the student being considered for Cooperative services. As a condition of any approval to receive Cooperative services, the requesting district

or charter school shall agree in writing to pay to the Cooperative an amount approved by the fiscal agent based on the type of services required in order to be provide to the student a free and appropriate education. The placement of a non-member student may be reviewed and altered at any time as appropriate.

XII.

WITHDRAWAL OF MEMBER SCHOOL DISTRICT

12.1 Withdrawal Procedure.

Any member school district may withdraw from the Cooperative at the end of any fiscal year (September 1st August 31st) by giving prior written notice thereof no late than December 31st of the current school year in which notice is given, to the chairman of the management board and the other member school districts. On the service of such notice:

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

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

amount of the difference, which shall be due and payable to the fiscal agent within thirty (30) days after such notice.

XIII.

DISSOLUTION

13.1 Recommendation of Management Board.

Upon receiving notice of the withdrawal of a member school district, or on its own motion, a majority of members of the management board may adopt a resolution recommending that the Cooperative be dissolved and directing that the question of such dissolution to be submitted to a vote at a specified regular or special meeting of the management board to be held at least thirty (30) days thereafter. Written notice of the date, time, and purpose of such meeting, together with a copy of the resolution recommending dissolution, shall immediately be transmitted to the Superintendent or chief operating officer and the President of the governing body of each member school district.

13.2 Action by Member School Districts.

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

13.3 Liquidation.

Upon approval of the dissolution by the Management Board:

- (a) The Cooperative shall cease to carry on its business, except insofar as may be necessary for the appropriate conclusion thereof

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

13.4 Termination.

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

XIV.

RENEWAL

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

XV.

MISCELLANEOUS

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

EXECUTED this day of FEBRUARY 25, 2010.

ANAHUAC ISD

By: _____
Superintendent

By: _____
Board President

BARBERS HILL ISD

By: _____
Superintendent

By: _____
Board President

CHANNELVIEW ISD

By: _____
Superintendent

By: _____
Board President

CROSBY ISD

By: _____
Superintendent

By: _____
Board President

DEER PARK ISD

By: _____
Superintendent

By: _____
Board President

GALENA PARK ISD

By: _____
Superintendent

By: _____
Board President

GOOSE CREEK CISD

By: _____
Superintendent

By: _____
Board President

LA PORTE ISD

By: _____
Superintendent

By: _____
Board President

PASADENA ISD

By: _____
Superintendent

By: _____
Board President

SHELDON ISD

By: _____
Superintendent

By: _____
Board President

Revised February 25, 2010

438417

**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

March 8, 2010

SUBJECT: CONSIDERATION OF PERSONNEL ACTION

RECOMMENDED ACTION: Approve 15 resignations.

RATIONALE: Accommodate employees' request to resign.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier

/jr

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Office of the Superintendent
Baytown, Texas

March 8, 2010

RESIGNATIONS

1. **Ross Anderson**, career and technical education teacher at Ross S. Sterling High School, is retiring effective June 18, 2010. Mr. Anderson has been with the district 27 years.
2. **Robert Brian Boyle**, counselor at Robert E. Lee High School, is resigning effective March 25, 2010. Mr. Boyle is resigning for health reasons.
3. **Yvette Cardoso**, bilingual kindergarten teacher at Hopper Primary School, is resigning effective June 3, 2010. Ms. Cardoso is pursuing other teaching opportunities.
4. **Alicia Camarillo**, bilingual kindergarten teacher at Hopper Primary School, is resigning June 3, 2010. Ms. Cardoso is pursuing other teaching opportunities.
5. **Enrique Chapa**, third-grade bilingual teacher at Highlands Elementary School, resigned effective February 12, 2010. Mr. Chapa took a position in the private sector.
6. **Lila Kay Cook**, prekindergarten teacher at Carver Elementary School, is retiring effective June 3, 2010. Mrs. Cook has been with the district 19 years.
7. **Barbara Ducote**, science teacher at Ross S. Sterling High School, is retiring effective June 3, 2010. Mrs. Ducote has been with the district six years, but has 17 years experience with other districts.
8. **Tanis Fink**, Coordinator of Health and Physical Education, is retiring effective June 18, 2010. Mrs. Fink has been with the district 31 years.
9. **Leticia Gracia**, first-grade teacher at Victoria Walker Elementary School, is resigning effective June 3, 2010. Mrs. Gracia is resigning to stay home with her new child.
10. **Frank Lugo**, bilingual kindergarten teacher at Bowie Elementary School, is resigning effective June 3, 2010. Mr. Lugo is pursuing other teaching opportunities.
11. **Jonathan McConduit**, American Sign Language at Ross S. Sterling High School, is resigning effective June 3, 2010. Mr. McConduit is interviewing with other districts.
12. **Suzanne Meyer**, deaf education teacher at West Town Special Education, is retiring effective June 3, 2010. Mrs. Meyer has been with the district three years, but has 17 years experience with other districts.

13. **Amanda Ruddick**, educational technology specialist at E.F. Green Center, is resigning effective June 30, 2010. Ms. Ruddick is pursuing other career opportunities.
14. **Virginia Sherry**, second-grade bilingual teacher at Lamar Elementary School, is retiring effective June 3, 2010. Mrs. Sherry has been with the district 16 years.
15. **William Thornton**, physical education teacher and coach at Highlands Junior School, is retiring effective June 3, 2010. Mr. Thornton has been with the district 32 years.