



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**DATE, TIME, LOCATION: MONDAY, AUGUST 23, 2010, 6:30 PM
REGULAR MEETING OF THE BOARD OF TRUSTEES
ADMINISTRATION BUILDING BOARD ROOM
4544 INTERSTATE 10, BAYTOWN, TEXAS**

AGENDA

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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.

BUDGET HEARING

Board Policy CE (Local), Annual Operating Budget

The annual budget hearing shall be the first order of business no later than the first regular meeting in August. The Board at that time shall hear taxpayers on the matter of the budget for the succeeding year. The following rules of procedure are to be followed:

1. The Board President shall request at the beginning of the hearing that all persons who desire to speak on the budget give their names to the secretary/clerk. Only those who sign in with the secretary/clerk shall be heard.
2. Speakers shall confine their remarks to the appropriation of funds as contained in the proposed budget.
3. No officer or employee of the District shall be required to respond to questions from speakers at the hearing.
4. Following the public hearing, the consideration of the adoption of the budget shall be the next order of business. At its option, the Board may defer adoption of the budget in its entirety or any portion thereof including the setting of the tax rate until a subsequent meeting.

CITIZENS' PARTICIPATION

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

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

August 9, 2010

REGULAR MEETING

The Board of Trustees and the Administrative Staff of the Goose Creek Consolidated Independent School District met in a Regular Board Meeting on Monday, August 9, 2010, in the Board Room of the Administration Building, 4544 Interstate 10, 6:30 p.m., with the following Board members present:

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

ABSENT: Ms. Jenice Coffey, Secretary

OPENING EXERCISE

Board President Ken Martin asked for a Moment of Silence and gave the prayer. The pledges of allegiance to the United States and Texas flags were led by Ms. Laughlin.

CITIZENS PARTICIPATION

Mr. Jim Schul, Chief Information Officer with Harris County Department of Education, thanked Goose Creek CISD on behalf of Harris County Department of Education for the business and support of the programs.

DISPOSITION OF MINUTES

July 26, 2010, Regular Board Meeting

Mr. Hoskins moved and Mr. Loredó seconded the motion **THAT THE BOARD APPROVE THE MINUTES FOR THE JULY 26, 2010, REGULAR BOARD MEETING AS PRESENTED.** The motion passed with Ms. Laughlin, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredó voting for the motion. Mr. Martin abstained.

ITEMS OF DISCUSSION/ACTION

8175. CONSIDERATION OF 2010-2011 COMPENSATION PLAN

Mr. Burg moved and Mr. Hoskins seconded the motion **THAT THE BOARD APPROVE A TWO PERCENT PAY INCREASE FOR ALL SCHOOL EMPLOYEES FOR THE 2010-2011 SCHOOL YEAR.** The motion passed with Mr. Martin, Ms. Laughlin, Mr. Sampson, Mr. Hoskins, Mr. Burg and Mr. Loredó voting for the motion.

2010 Employee Pay Increases for:

Teachers, Nurses, and Librarians	\$1,818,040
Paraprofessionals and Manual Trades	502,246
Administrative/Professional	<u>386,263</u>
Total Cost	\$2,706,549

All District employees shall receive an increase in salary for the 2010-11 year as follows:

(a). For those certified employees eligible for a “step” increase, each such employee shall receive a “step” increase based on the new hire schedule for the 2008-2009 school year as if that schedule were in effect for the 2010-2011 school year, reflecting the incremental amount on that schedule equal to the difference between the salary for the person’s experience level in the 2009-2010 school year and the salary for the person’s experience level in the 2010-2011 school year, in accordance with Texas Education Code, Section 21.402(c-2).

(b). For those certified employees who receive a “step” increase based on the District’s new hire schedule for the 2008-2009 school year as if that schedule were in effect for the 2010-2011 school year, as described in subsection (a) above, those employees shall receive an additional amount equal to 2% of mid-point, less any amount received in accordance with subsection (a) above.

(c). All other employees other than those employees described in subsection (a) above, shall receive a salary increase equal to 2% of mid-point, with the exception of any employee who is at the maximum of their respective pay grade. Historically, these employees (which are few) receive a compensation increase of 50% of the general compensation increase percent.

**8176. CONSIDERATION OF ADOPTION OF RESOLUTION OF
ACKNOWLEDGEMENT “MAKE EDUCATION A PRIORITY”**

Mr. Loredo moved and Mr. Burg seconded the motion **THAT THE BOARD ADOPT THE RESOLUTION OF ACKNOWLEDGEMENT “MAKE EDUCATION A PRIORITY.”**

Mr. Burg moved and Mr. Hoskins seconded the motion **THAT THE BOARD AMEND THE ORIGINAL MOTION TO INCLUDE SENDING TO EVERYONE OF OUR STATE LEGISLATORS IN OUR AREA AS WELL AS EVERY MEMBER OF THE STATE HOUSE AND STATE SENATE PUBLIC EDUCATION COMMITTEES.** The motion passed with Mr. Martin, Ms. Laughlin, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredo voting for the motion.

Mr. Burg moved and Mr. Hoskins seconded the motion **THAT THE BOARD ADOPT THE ORIGINAL AMENDED RESOLUTION.** The motion passed with Mr. Martin, Ms. Laughlin, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredo voting for the motion.

8177. CONSIDERATION OF SUPERINTENDENT’S REPORTS – TAX RATE UPDATE

Chief Financial Officer Pete Pape and Director of Tax Services Charlene Piggott presented an update to the Board of Trustees regarding the proposed tax rate for 2010-2011.

8178. CONSIDERATION OF 2010-2011 PROPOSED TAX RATE

Mr. Burg moved and Mr. Hoskins seconded the motion **THAT THE BOARD APPROVE A PROPOSED TAX RATE OF M&O OF \$1.04 AND THE I&S OF .34213 FOR A TOTAL OF \$1.38213 FOR THE USE OF PUBLICATION OF THE NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE FOR 2010-2011.** The motion passed with Mr. Martin, Ms. Laughlin, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loreda voting for the motion.

This is the rate for the newspaper notice and may not reflect the actual rate adopted.

8179. CONSIDERATION OF CONSENT AGENDA

1. **Supplemental Request for Proposal (RFP)**
 - a. **General Walk-In Trade for Food, Supplies and/or Services**
 - b. **Maintenance & Building Supplies and Materials**
 - c. **Spirit Wear for Various Departments**
2. **Competitive Sealed Proposal**
 - a. **Relocation of Portable Buildings**
 - b. **Painting Contractor**
3. **Memorandum of Agreement Between Goose Creek CISD and Bay Area Council on Drugs and Alcohol (BACODA)**
4. **Memorandum of Understanding (MOU)**
 - a. **Goose Creek Education Foundation**
 - b. **Highpoint Alternative Education Program**
 - c. **Juvenile Justice Alternative Education Program (JJAEP)**
5. **Delinquent Ad Valorem Tax Collection Contract**
6. **Appointment of Delegate and Alternate to the Texas Association of School Boards (TASB) Delegate Assembly**
7. **Renewals**
 - a. **General Liability, Auto Liability, Auto Physical Damage, Catastrophic Auto Physical Damage, and Mobile Equipment Insurance Coverage**
 - b. **School Leaders Errors and Omissions (Professional Liability) Insurance**
 - c. **Commercial Property/Windstorm/Mechanical Breakdown Insurance Coverage**
 - d. **Aggregate Deductible Plan for Workers’ Compensation Insurance Coverage**
8. **Cooperative Management Fees as Required by House Bill (HB) 273**
9. **Consulting Services Agreement-Organizational Health: Diagnostic and Development Corporation**
10. **Acceptance of Grant Funds for “Preparing to Dream” from Houston A+ Challenge**
11. **Budget Amendments**

Mr. Hoskins moved and Mr. Burg seconded the motion **THAT THE BOARD APPROVE CONSENT AGENDA ITEM E. 1, 2, 3, 4, 5, 6, 7, 8, 10 AND 11.**

Item E9 was pulled and will be voted on separately.

Mr. Burg moved and Mr. Hoskins seconded the motion **THAT THE BOARD MAKE AMENDMENT TO THE MOTION ON THE FLOOR AND INSERT THE WORDS EXECUTIVE DIRECTOR OF THE GOOSE CREEK CISD EDUCATION FOUNDATION INTO SECTION B6 AND D6 OF THE GOOSE CREEK EDUCATION FOUNDATION (MOU) AGENDA ITEM E4**
The motion passed with Mr. Martin, Ms. Laughlin, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredó voting for the motion.

Mr. Hoskins moved and Mr. Burg seconded the motion **THAT THE BOARD APPROVE THE CONSENT AGENDA ITEMS E. 1 THROUGH 8, 10 AND 11.** The motion passed with Mr. Martin, Ms. Laughlin, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredó voting for the motion.

- 1. Supplemental Request for Proposal (RFP)**
 - a. General Walk-In Trade for Food, Supplies and/or Services**
 - b. Maintenance & Building Supplies and Materials**
 - c. Spirit Wear for Various Departments**

The Board approved the addition the vendors listed in Attachment “A” to the approved vendor list for the following:

- General Walk-in Trade for Food, Supplies and/or Services.
- Maintenance & Building Supplies and Materials.
- Spirit Wear for Various Departments

- 2. Competitive Sealed Proposal**
 - a. Relocation of Portable Buildings**
 - b. Painting Contractor**

The Board approved the contract for relocation of portable buildings to Cherry House Moving as primary vendor, Cowboy’s Mobile Homes, Inc., as secondary vendor, and A-Bargain, Inc. as tertiary vendor.

The Board approved proposals for painting contractors to Superior Painting and Wallcoverings as primary vendor and TAD 3 Enterprises as secondary vendor.

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

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

4. Memorandum of Understanding (MOU)
a. Goose Creek Education Foundation
b. Highpoint Alternative Education Program
c. Juvenile Justice Alternative Education Program (JJAEP)

The Board approved the Memorandum of Understanding (MOU) with Goose Creek CISD Education Foundation with changes, Highpoint Alternative Education Program, and the Juvenile Justice Alternative Education Program(JJAEP).

The Education Foundation MOU will be amended to include the following wording in section B6 and D6 of the MOU (Executive Director of the Goose Creek CISD Education Foundation).

5. Delinquent Ad Valorem Tax Collection Contract

The Board approved the renewal of the Delinquent Ad Valorem Tax Collection Contract. This agreement is for a period of two (2) years beginning on the first day of September 2010. The renewal of this contract will not change in the monetary value of the service fees of previous contract.

6. Appointment of Delegate and Alternate to the Texas Association of School Boards (TASB)
Delegate Assembly

The Board approved the selection of the President and Vice President to serve as Delegate and Alternate respectively, to the TASB Delegate Assembly, Saturday, September 25, 2010, George R. Brown Convention Center.

7. Renewals
a. General Liability, Auto Liability, Auto Physical Damage, Catastrophic Auto Physical Damage, and Mobile Equipment Insurance Coverage

The Board approved the renewal form St. Paul/Travelers Insurance Company for a general/auto liability, auto physical and catastrophic physical damage, and mobile equipment insurance coverage as recommended by McGriff, Seibels & Williams, Region IV Risk Management Services Consultant. The annual premium is \$208,884.00.

b. School Leaders Errors and Omissions (Professional Liability) Insurance

The Board approved the renewal of professional liability insurance coverage with Illinois National Insurance Company of Chicago, Il, (Chartis) as recommended by McGriff, Seibels and Williams, Consultant for Region IV and the administration, with an annual premium of \$39,798. The effective date of the new policy will be September 1, 2010, through September 1, 2011.

c. Commercial Property/Windstorm/Mechanical Breakdown Insurance Coverage

The Board approved the recommendation for the renewal of the commercial property/windstorm/mechanical breakdown insurance coverage with the Lexington Insurance Company (Chartis) as recommended by McGriff, Seibels and Williams, Consultant for Region IV. The new annual premium will be \$1,053,543.99.

d. Aggregate Deductible Plan for Workers' Compensation Insurance Coverage

The Board approved the renewal of the Aggregate Deductible Plan for Workers' Compensation Insurance with Texas Association of School Boards (TASB), as recommended by Region IV Risk Management Services, for an effective date of September 1, 2010, through August 31, 2011.

8. Cooperative Management Fees as Required by House Bill (HB) 273

The Board approved the Purchasing Department report of costs for management fees for participation in Cooperatives and Inter-local Agreements as required by HB 273.

Item E9 of the Consent Agenda was pulled and will be voted on separately.

10. Acceptance of Grant Funds for "Preparing to Dream" from Houston A+ Challenge

The Board accepted grant funds in the amount of \$75,000 from Houston A+ Challenge. This grant will cover expenses for public and parent engagement related to the "Preparing to Dream" Project. This project is an initiative to increase post secondary access for underrepresented GCCISD students.

11. Budget Amendments

The Board approved Amendments No. 30 and 31 as stated in Section 23.47 of the Texas Education Code and these amendments will be reflected in the official minutes of the Board of Trustees.

Budget Amendment No. 30

This amendment to increase estimated revenues and appropriations of \$7,154 in a General Fund was requested by Pete Pape, Chief Financial Officer, to incorporate into the District's books and records auction proceeds.

Budget Amendment No. 31

This amendment to increase estimated revenues and appropriations of \$50,000 in a General Fund was requested by Pete Pape, Chief Financial Officer, to incorporate into the District's books and records funds collected for summer school registration.

9. Consulting Services Agreement-Organizational Health: Diagnostic and Development Corporation

Mr. Loredo moved and Mr. Sampson seconded the motion **THAT THE BOARD APPROVE THE CONSULTING SERVICES AGREEMENT WITH ORGANIZATIONAL HEALTH: DIAGNOSTIC AND DEVELOPMENT CORPORATION.** The motion passed with Mr. Martin, Ms. Laughlin, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredo voting for the motion.

This will provide data collection and analysis that will be utilized to improve the organizational health and effectiveness of administrative units. It will assist Goose Creek CISD to improve the overall leadership effectiveness of our administration which will directly impact student achievement. Dr. York will schedule representatives to make a presentation to the Board at a future meeting for better understanding.

**8180. FUTURE BOARD AGENDA ITEMS
BOARD TRAINING
BOARD MEETINGS**

Future Board Agenda Items

- Monthly Bus Transportation Reports
- Traffic Survey (Sjolander and Archer Road)
- Plan for seat belts to be placed on existing buses
- Transportation Request
- Request for Facility Committee
- How much unused land (East and South of Carver Elementary School)
- Add Highpoint and JJAEP to the Campus Visits

Board Training

- Gulf Coast Association of School Boards Meeting, August 25, 2010, at Region IV.
- TASA/TASB Convention, September 24-26, 2010

Board Meetings

- Schedule the date for Superintendent's evaluation for the week of August 23.

Mr. Burg moved and Ms. Laughlin seconded the motion **THAT THE BOARD MOVE THE OCTOBER 11, 2010, REGULAR BOARD MEETING TO TUESDAY OCTOBER 12, 2010.** The motion passed with Mr. Martin, Ms. Laughlin, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredó voting for the motion.

CLOSED MEETING

At approximately 8:30 p.m., President Ken Martin recessed the Regular Meeting into a Closed Meeting with the following statement:

“This Board will now recess into a 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; 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 9:13 p.m., the Board reconvened into Regular Session with President Ken Martin residing. No action was taken while in Closed Session.

8181. CONSIDERATION OF CONTRACT FOR THE ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) PROGRAM

Ms. Laughlin moved and Mr. Hoskins seconded the motion **THAT THE BOARD APPROVE THE CONTRACT AND THE PAYMENT OF MEMBERSHIP/LICENSE FEES/TRAINING MATERIALS FOR THE ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) PROGRAM AT GOOSE CREEK MEMORIAL HIGH SCHOOL, ROBERT E. LEE HIGH SCHOOL, ROSS S. STERLING HIGH SCHOOL, IMPACT ECHS AT LEE COLLEGE AND HORACE MANN JUNIOR SCHOOL.**

Mr. Burg moved and Mr. Loredo seconded the motion **THAT THE BOARD AMEND THE MOTION TO APPROVE THE CONTRACT AND INCLUDE SECTION 11.1 AS IS AND REMOVE SECTION 11.2 FROM THE AVID CONTRACT.** The motion passed with Mr. Martin, Ms. Laughlin, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredo voting for the motion.

Ms. Laughlin moved and Mr. Hoskins seconded the motion **THAT THE BOARD APPROVE THE AVID CONTRACT AS AMENDED.** The motion passed with Mr. Martin, Ms. Laughlin, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredo voting for the motion.

8182. CONSIDERATION OF PERSONNEL Elections and Resignations Administrative Election

Mr. Burg moved and Mr. Hoskins seconded the motion **THAT THE BOARD APPROVE THE TEN ELECTIONS, ACCEPT THE FIVE RESIGNATIONS, AND APPROVE THE ONE ADMINISTRATIVE ELECTION AS RECOMMENDED BY THE ADMINISTRATION.** The motion passed with Mr. Martin, Ms. Laughlin, Mr. Sampson, Mr. Hoskins, Mr. Burg, and Mr. Loredo voting for the motion.

Elections Approved:

1. **Jamie Baccus**, teacher, assigned to Ross S. Sterling High School.
2. **Jeffery Ceasar**, teacher-coach, assigned to Robert E. Lee High School.
3. **Scott DeMarco**, teacher-coach, assigned to Robert E. Lee High School.
4. **Ellen Lachney**, teacher, assigned to Ross S. Sterling High School.
5. **Kimberly Loner**, teacher, assigned to Austin Elementary School.
6. **Thelma Massengale**, teacher, assigned to Highlands Junior School.
7. **Rebecca Nations**, teacher, assigned to Harlem Elementary School.
8. **Daniel Ragsdale**, teacher-coach, assigned to Ross S. Sterling High School.
9. **Janie Santos**, teacher, assigned to Bowie Elementary School.
10. **Shelby Slay**, teacher-coach, assigned to Ross S. Sterling High School.

Resignations Accepted:

1. **Carol Hagen**, English teacher at Robert E. Lee High School, resigned July 26, 2010. Ms. Hagen accepted a position with the United Arab Emirates.
2. **Randall Haney**, social studies teacher at Ross S. Sterling High School, resigned effective July 21, 2010. Mr. Haney accepted a position with the United Arab Emirates.
3. **Manuel Noguez**, Spanish teacher at Ross S. Sterling High School, resigned effective July 21, 2010. Mr. Noguez resigned for personal reasons.
4. **Beverly Valentino**, music teacher at Travis Elementary School, retired effective August 2, 2010. Mrs. Valentino had been with the district 30 years.
5. **Matthew Wolford**, history teacher and coach at Robert E. Lee High School, resigned effective July 22, 2010. Mr. Wolford accepted a varsity coaching position at Humble ISD.

Administrative Elections

1. Danyelle Junot, Diagnostician
2. Angela Raithel, Diagnostician
3. Tricia Times, Special Education Coordinator for Campus Special Education Services

ADJOURNMENT

President of the Board Ken Martin adjourned the Board meeting at approximately 9:18 p.m.



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

SCHOOL BOARD AGENDA ITEM SUMMARY

August 23, 2010

**SUBJECT: CONSIDERATION OF THE ORDINANCE AND RESOLUTION
ADOPTING THE 2010-2011 PROPOSED BUDGET**

RECOMMENDED ACTION: Approve the Ordinance and Resolution Adopting the
2010-2011 Proposed Budget.

RATIONALE: The Board of Trustees reviews and approves the annual budget. For
purposes of clarification, "Exhibit A" within the resolution refers to the
approved budget book. The approved budget book will be attached to
this document at a later date.

BUDGET PROVISIONS / ACTION REQUIRED: Not applicable

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

ORDINANCE AND RESOLUTION ADOPTING BUDGET

AN ORDINANCE AND RESOLUTION ADOPTING AND APPROVING THE BUDGET OF THE GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT OF CHAMBERS AND HARRIS COUNTIES, TEXAS, BEGINNING SEPTEMBER 1, 2010 AND TERMINATING AUGUST 31, 2011 AND MAKING APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT.

WHEREAS, the Superintendent of the **GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, under the laws of the State of Texas, shall prepare and adopt the budget of said District for each fiscal year of operation of said District; and

WHEREAS, such Board of Trustees does hereby desire to adopt and approve the budget of such District for the fiscal year 2010-2011;

NOW, THEREFORE: BE IT ORDAINED AND RESOLVED by the Board of Trustees of the **GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT OF CHAMBERS AND HARRIS COUNTIES, TEXAS**, that:

SECTION 1. Subject to the applicable provisions of the state law and the state constitution, the budget for the fiscal year beginning **September 1, 2010**, and terminating **August 31, 2011**, as filed and submitted by the Superintendent of such District and as adjusted by the Board of Trustees of said District, containing estimates of resources and revenues for the year from all of the various sources, and the projects, operations, activities and purchases proposed to be undertaken during the year, together with the estimated costs therefore, and estimated amounts of all proposed expenditures, is hereby approved and adopted as set forth on the Exhibit "A" attached hereto and made a part hereof for all intents and purposes.

SECTION 2. There is hereby appropriated from the funds indicated and for such purposes respectively, as set forth on the attached Exhibit "A", such sums of money as may be required for the accomplishment of each of the projects, operations, activities, purchases and other

expenditures proposed in such budget, not to exceed for all such purposes proposed for any department, the total amount of the estimated cost of the projects, operations, activities, purchases, and other expenditures proposed for such department.

PASSED:

APPROVED:

**GOOSE CREEK CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT OF CHAMBERS AND HARRIS
COUNTIES, TEXAS**

By: _____

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

SCHOOL BOARD AGENDA ITEM SUMMARY

August 23, 2010

SUBJECT: CONSIDERATION OF ANNUAL REVIEW OF BOARD POLICIES FOR REPORTING CHILD ABUSE AND NEGLECT

RECOMMENDED ACTION: Review Board Policies regarding child abuse and neglect:

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

RATIONALE: The Board shall establish and annually review policies for reporting child abuse and neglect.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Ms. Suzanne Heinrich
Dr. Patty Bing

EMPLOYEE STANDARDS OF CONDUCT

DH
(LEGAL)

EDUCATOR ETHICS	<p>Educators shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom.</p> <p>The State Board for Educator Certification (SBEC) shall provide for the adoption, amendment, and enforcement of an educator's code of ethics [see DH(EXHIBIT)]. SBEC is solely responsible for enforcing the ethics code for purposes related to certification disciplinary proceedings.</p> <p><i>Education Code 21.041(8); 19 TAC 247.1, 247.2</i></p>
REPORT TO SBEC OF EDUCATOR MISCONDUCT	<p>The Superintendent shall promptly notify SBEC in writing by filing a report with SBEC not later than the seventh day after the Superintendent first learns about a criminal record or an alleged incident of misconduct, as described at DF, involving a certified educator.</p> <p>The Superintendent shall include the name of a student or minor who is the victim of abuse or unlawful conduct by an educator, but the name of the student or minor is not public information under Government Code, Chapter 552. [See GBAA]</p> <p><i>Education Code 21.006; 19 TAC 249.14</i></p>
PUBLIC SERVANTS	<p>All District employees are "public servants" and therefore subject to Title VIII of the Penal Code, regarding offenses against public administration, including restrictions on the acceptance of illegal gifts, honoraria and expenses, and abuse of office. <i>Penal Code 1.07(a)(41), Title VIII</i> [See DBD and BBFA]</p>
TOBACCO USE PROHIBITED	<p>The Board shall prohibit smoking or using tobacco products at a school-related or school-sanctioned activity on or off school property.</p>
ENFORCEMENT	<p>The Board shall ensure that District personnel enforce the policies on school property.</p> <p><i>Education Code 38.006(1)(3)</i> [See also FNCD and GKA]</p>
DRUG AND ALCOHOL ABUSE PROGRAM	<p>The Board shall prohibit the use of alcoholic beverages at school-related or school-sanctioned activities on or off school property.</p> <p><i>Education Code 38.007(a)</i></p>
FEDERAL DRUG-FREE WORKPLACE ACT	<p>A district that receives a direct federal grant must agree to provide a drug-free workplace by:</p> <ol style="list-style-type: none">1. Publishing a statement notifying employees of the requirements of the federal Drug-Free Workplace Act (DFWA) and requiring that each employee be given a copy of the statement [see DI(EXHIBIT)];

EMPLOYEE STANDARDS OF CONDUCT

DH
(LEGAL)

2. Establishing a drug-free awareness program for employees pursuant to the DFWA;
3. Notifying the granting agency within ten days after receiving notice that an employee has been convicted under a criminal drug statute;
4. Imposing a sanction on an employee who is convicted of such a violation, or requiring the employee's satisfactory participation in a drug abuse or rehabilitation program; and
5. Making a good faith effort to continue to maintain a drug-free workplace.

41 U.S.C. 702(a)(1)

DIETARY
SUPPLEMENTS

Except as provided at Education Code 38.011(b), a District employee may not:

1. Knowingly sell, market, or distribute a dietary supplement that contains performance-enhancing compounds to a primary or secondary education student with whom the employee has contact as part of the employee's duties; or
2. Knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a dietary supplement that contains performance-enhancing compounds by a primary or secondary student with whom the employee has contact as part of the employee's duties.

An employee who violates items 1 or 2, above, commits a Class C misdemeanor offense.

Education Code 38.011

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

CODE OF ETHICS	<p>The teachers of the District recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, the worth and dignity of man, and the need for the promotion of democratic citizenship. The teachers affirm and accept the responsibility to practice their profession according to the highest ethical standards with regard to students, professional colleagues, parents, and community.</p> <p>All District employees shall perform their duties in accordance with state and federal law, District policy, and ethical standards. [See DH(EXHIBIT)]</p> <p>All District employees shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.</p>
PROFESSIONAL STATUS	<p>The Board recognizes that teaching is a profession requiring special qualifications and training. The Board also believes that the educational opportunities for the students of the District are enhanced and of a higher quality when channels of communication are open and when harmonious working relations exist between the Board, the administration, and the teaching staff.</p>
VIOLATIONS OF STANDARDS OF CONDUCT	<p>Employees shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to their status as District employees. Violation of any policies, regulations, or guidelines may result in disciplinary action, including termination of employment. [See DCD and DF series]</p>
SAFETY REQUIREMENTS	<p>All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.</p>
HARASSMENT OR ABUSE	<p>Employees shall not engage in prohibited harassment, including sexual harassment, of:</p> <ol style="list-style-type: none">1. Other employees. [See DIA]2. Students. [See FFH; see FFG regarding child abuse and neglect] <p>While acting in the course of their employment, employees shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.</p>
RELATIONSHIPS WITH STUDENTS	<p>Employees shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a</p>

EMPLOYEE STANDARDS OF CONDUCT

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(LOCAL)

	student and a District employee is always prohibited, even if consensual. [See FFH]
TOBACCO USE	As with all District policies and regulations, individual employees shall adhere to District expectations and requirements prohibiting tobacco use.
INDIVIDUAL EMPLOYEE RESPONSIBILITY	
PRINCIPAL'S / SUPERVISOR'S RESPONSIBILITY	Principals and supervisors shall ensure that: <ol style="list-style-type: none">1. Employees within schools or organizations are aware of and understand expectations with regard to the standards of conduct included in this policy.2. Violations are addressed according to established guidelines.
VIOLATIONS	When a violation of the policies regarding the use of tobacco is confirmed by the principal or supervisor, the following sequential actions shall be taken.
FIRST OFFENSE	For the first offense, the penalty shall be a conference between the employee and the principal or supervisor, at which there shall be a review of policy DH(LOCAL), and the employee shall be advised of consequences of a second offense.
SECOND OFFENSE	For the second offense, the penalty shall be a written reprimand, labeled second offense, to be placed in the employee's personnel file, or attendance at an approved cessation training workshop. This workshop option may be used only once. Proof of attendance shall be required.
THIRD OFFENSE	For the third offense, the penalty shall be a one-day suspension without pay.
FOURTH AND SUBSEQUENT OFFENSE	For the fourth and subsequent violations, penalties shall be a one-day suspension without pay and a review of the employee's status with the District.
NOTICES	Notices stating that tobacco use is prohibited shall be prominently displayed in all District facilities.
ALCOHOL AND DRUGS	Employees shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while at school or at school-related activities during or outside of usual working hours: <ol style="list-style-type: none">1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.

EMPLOYEE STANDARDS OF CONDUCT

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2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant, or mood-changing, mind-altering, or behavior-altering drugs.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

EXCEPTIONS

An employee who manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities, or who uses a drug authorized by a licensed physician prescribed for the employee's personal use shall not be considered to have violated this policy.

NOTICE

Each employee shall be given a copy of the District's notice regarding drug-free schools. [See DI(EXHIBIT)]

A copy of this policy, a purpose of which is to eliminate drug abuse from the workplace, shall be provided to each employee at the beginning of each year or upon employment.

ARRESTS,
INDICTMENTS,
CONVICTIONS, AND
OTHER
ADJUDICATIONS

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
 - Dishonesty; fraud; deceit; theft; misrepresentation;
 - Deliberate violence;
 - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
 - Felony possession, transfer, sale, distribution, or conspiracy to possess, transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

- Acts constituting public intoxication, operating a motor vehicle while under the influence of alcohol, or disorderly conduct, if any two or more acts are committed within any 12-month period; or
- Acts constituting abuse under the Texas Family Code.

DRESS AND
GROOMING

The dress and grooming of District employees shall be clean, neat, in a manner appropriate for their assignments, and in accordance with any additional standards established by their supervisors and approved by the Superintendent.

CODE OF ETHICS AND STANDARD PRACTICES
FOR TEXAS EDUCATORS

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community.

1. Professional Ethical Conduct, Practices, and Performance.

Standard 1.1. The educator shall not knowingly engage in deceptive practices regarding official policies of the school district or educational institution.

Standard 1.2. The educator shall not knowingly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

Standard 1.3. The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.

Standard 1.4. The educator shall not use institutional or professional privileges for personal or partisan advantage.

Standard 1.5. The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents, or other persons or organizations in recognition or appreciation of service.

Standard 1.6. The educator shall not falsify records, or direct or coerce others to do so.

Standard 1.7. The educator shall comply with state regulations, written local school board policies, and other applicable state and federal laws.

Standard 1.8. The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

2. Ethical Conduct Toward Professional Colleagues.

Standard 2.1. The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.

Standard 2.2. The educator shall not harm others by knowingly making false statements about a colleague or the school system.

EMPLOYEE STANDARDS OF CONDUCT

DH
(EXHIBIT)

Standard 2.3. The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.

Standard 2.4. The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.

Standard 2.5. The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, sex, disability, or family status.

Standard 2.6. The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

Standard 2.7. The educator shall not retaliate against any individual who has filed a complaint with the SBEC under this chapter.

3. Ethical Conduct Toward Students.

Standard 3.1. The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

Standard 3.2. The educator shall not knowingly treat a student in a manner that adversely affects the student's learning, physical health, mental health, or safety.

Standard 3.3. The educator shall not deliberately or knowingly misrepresent facts regarding a student.

Standard 3.4. The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, sex, disability, national origin, religion, or family status.

Standard 3.5. The educator shall not engage in physical mistreatment of a student.

Standard 3.6. The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student.

Standard 3.7. The educator shall not furnish alcohol or illegal/unauthorized drugs to any student or knowingly allow any student to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

19 TAC 247.2

STUDENT WELFARE
CHILD ABUSE AND NEGLECT

FFG
(LEGAL)

ANTIVICTIMIZATION
PROGRAM

The District shall provide child abuse antivictimization programs in elementary and secondary schools. *Education Code 38.004*

DUTY TO REPORT
BY ANY PERSON

Any person who has cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person shall immediately make a report as required by law. *Family Code 261.101(a)*

BY A
PROFESSIONAL

Any professional who has cause to believe that a child has been or may be abused or neglected shall make a report as required by law. The report must be made within 48 hours after the professional first suspects abuse or neglect.

A professional may not delegate to or rely on another person to make the report.

A "professional" is a person who is licensed or certified by the state or who is an employee of a facility licensed, certified, or operated by the state and who, in the normal course of official duties or duties for which a license or certification is required, has direct contact with children. The term includes teachers, nurses, doctors, day-care employees, and juvenile detention or correctional officers.

Family Code 261.101(b)

PSYCHOTROPIC
DRUGS AND
PSYCHOLOGICAL
TESTING

An employee may not use or threaten to use the refusal of a parent, guardian, or managing or possessory conservator to administer or consent to the administration of a psychotropic drug to a child, or to consent to any other psychiatric or psychological testing or treatment of the child, as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

Education Code 26.0091; Family Code 261.111(a) [See FFAC]

CONTENTS OF
REPORT

The report should reflect the reporter's belief that a child has been or may be abused or neglected or has died of abuse or neglect. The person making the report shall identify, if known:

1. The name and address of the child;
2. The name and address of the person responsible for the care, custody, or welfare of the child; and
3. Any other pertinent information concerning the alleged or suspected abuse or neglect.

Family Code 261.103, 261.104

STUDENT WELFARE
CHILD ABUSE AND NEGLECT

FFG
(LEGAL)

TO WHOM REPORTED If the alleged or suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to the Texas Department of Family and Protective Services (DFPS), unless the report is made under item 3, below, or the report involves a juvenile justice program or facility [see JJAEPS, below].

All other reports shall be made to:

1. Any local or state law enforcement agency;
2. The DFPS, including a local office where available;
3. The state agency that operates, licenses, certifies, or registers the facility in which the alleged abuse or neglect occurred; or
4. The agency designated by the court to be responsible for the protection of children.

Family Code 261.103; 19 TAC 61.1051(a)(1)

JJAEPS Any report of alleged abuse, neglect, or exploitation in a juvenile justice program or facility shall be made to the Texas Juvenile Probation Commission and a local law enforcement agency for investigation. The term "juvenile justice program" includes a juvenile justice alternative education program. *Family Code 261.405(a)(2)(A), (b)*

IMMUNITY FROM LIABILITY A person acting in good faith who reports or assists in the investigation of a report of alleged child abuse or neglect or who testifies or otherwise participates in a judicial proceeding arising from a report, petition, or investigation of alleged child abuse or neglect is immune from any civil or criminal liability that might otherwise be incurred or imposed. *Family Code 261.106*

The District may not suspend or terminate the employment of, or otherwise discriminate against, a professional who makes a good faith report of abuse or neglect. *Family Code 261.110 [See DG]*

CRIMINAL OFFENSES
FAILURE TO REPORT A person commits a class A misdemeanor if he or she has cause to believe that a child's physical or mental health or welfare has been or may be adversely affected by abuse or neglect and knowingly fails to report it as provided by law. *Family Code 261.109*

Failure to report child abuse or neglect violates the Educator's Code of Ethics and may result in sanctions against an educator's certificate, as addressed in 19 TAC 249. *19 TAC 61.1051*

FALSE REPORT A person commits an offense if, with the intent to deceive, the person knowingly makes a report of abuse and neglect that is false.

	<p>The offense is a state jail felony, except that it is a felony of the third degree if the person has previously been convicted of the offense. <i>Family Code 261.107(a)</i></p>
COERCION	<p>An employee who coerces another into suppressing or failing to report child abuse or neglect to a law enforcement agency commits a Class C misdemeanor offense. <i>Penal Code 39.06</i></p>
CONFIDENTIALITY	<p>A report of alleged or suspected abuse or neglect and the identity of the person making the report is confidential and not subject to release under Government Code Chapter 552 (Public Information Act). Such information may be disclosed only for purposes consistent with federal or state law or under rules adopted by an investigating agency. <i>Family Code 261.201</i></p> <p>Unless waived in writing by the person making the report, the identity of an individual making a report under this chapter is confidential and may be disclosed only to a law enforcement officer for the purposes of a criminal investigation of the report, or as ordered by a court under Family Code 261.201. <i>Family Code 261.101(d)</i></p>
INVESTIGATIONS REPORTS TO DISTRICT	<p>If the DFPS initiates an investigation and determines that the abuse or neglect involves an employee of a public primary or secondary school, and that the child is a student at the school, the department shall orally notify the Superintendent of the district in which the employee is employed. <i>Family Code 261.105(d)</i></p> <p>The DFPS shall send a written report of its investigation, as appropriate, to the school principal, unless the principal is alleged to have committed the abuse or neglect, to the Board, and to the Superintendent. The report shall be edited to protect the identity of the person who made the report. <i>Family Code 261.406(b)</i></p>
INTERVIEW OF STUDENT	<p>The investigating agency shall be permitted to interview the child at any reasonable time and place, including at the child's school. <i>Family Code 261.302(b)</i> [See GRA]</p>
INTERFERENCE WITH INVESTIGATION	<p>A person may not interfere with an investigation of a report of child abuse or neglect conducted by the DFPS. <i>Family Code 261.303(a)</i></p>
REPORTING POLICY	<p>The Board shall establish and annually review policies for reporting child abuse and neglect. The policies shall follow the requirements of Family Code Chapter 261.</p> <p>The policies must require every school employee, agent, or contractor who suspects child abuse or neglect to submit a written or oral report to at least one of the authorities listed above (see TO WHOM REPORTED) within 48 hours or less, as determined by the Board, after learning of facts giving rise to the suspicion.</p>

The policies must also be consistent with 40 TAC Chapter 700 regarding investigations by the DFPS, including regulations governing investigation of abuse by school personnel and volunteers. *19 TAC 61.1051* [See GRA]

The policies must notify school personnel of the following:

1. Penalties under Penal Code 39.06 (misuse of official information), Family Code 261.109 (failure to report), and 19 TAC 249 (actions against educator's certificate) for failure to submit a required report of child abuse or neglect;
2. Prohibitions against interference with an investigation of a report of child abuse or neglect, including:
 - a. The prohibition, under Family Code 261.302 and 261.303, against denying an investigator's request to interview a student at school; and
 - b. The prohibition, under Family Code 261.302, against requiring the presence of a parent or school administrator during an interview by an investigator.
3. Immunity provisions applicable to a person who reports child abuse or neglect or otherwise assists an investigation in good faith;
4. Confidentiality provisions relating to a report of suspected child abuse or neglect;
5. Any disciplinary action that may result from noncompliance with the District's reporting policy;
6. The prohibition under Education Code 26.0091 (see PSYCHOTROPIC DRUGS AND PSYCHOLOGICAL TESTING, above); and
7. The current toll-free number for the DFPS.

The policies must not require that school personnel report suspicions of child abuse or neglect to a school administrator before making a report to one of the agencies listed above.

19 TAC 61.1051

ANNUAL
DISTRIBUTION AND
STAFF
DEVELOPMENT

The policies shall be distributed to all personnel at the beginning of each school year and shall be addressed in staff development programs at regular intervals determined by the Board. *19 TAC 61.1051(b)*

ABUSE OF DISABLED
PERSONS

A person having cause to believe that a disabled person over the age of 18 or who has had the disabilities of minority removed is in

a state of abuse, neglect, or exploitation shall report the information immediately to the DFPS.

A person commits a class A misdemeanor if the person has cause to believe that a disabled person has been abused, neglected, or exploited or is in a state of abuse, neglect, or exploitation and knowingly fails to report.

A person filing a report or testifying or otherwise participating in any judicial proceeding arising from a petition, report, or investigation is immune from civil or criminal liability on account of his or her petition, report, testimony, or participation, unless the person acted in bad faith or with a malicious purpose.

Human Resources Code 48.051, 48.052, 48.054

Notice of Employee Responsibilities for Reporting Child Abuse and Neglect

What are the District's policies addressing child abuse or neglect and my responsibilities for reporting suspected child abuse or neglect?

The applicable District policies—FFG(LEGAL), GRA(LEGAL) and (LOCAL), and DH(LOCAL) and (EXHIBIT)—are enclosed in this packet. This distribution is required by state law. At regular intervals, these policies will be addressed in staff development as well. If you have any questions about these policies, please contact the Superintendent or the associate superintendent at (281) 420-4800.

What are my legal responsibilities for reporting if I suspect that a child has been or may be abused or neglected?

Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility, under state law, for reporting the suspected abuse or neglect to law enforcement or to Child Protective Services (CPS).

Any District employee, agent, or contractor has an additional legal obligation to submit the oral or written report within 48 hours of learning of the facts giving rise to the suspicion.

Are there any restrictions on reporting?

Under state law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

- Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
- Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

To whom do I make a report?

Reports may be made to any of the following:

- A local or state law enforcement agency:

Baytown Police Dept.	Harris Co. Sheriff's Dept.	Chambers Co. Sheriff's Dept.
(281) 422-8371	(713) 221-6000	(409) 267-8318
(281) 420-6628	(713) 755-7353 (fax)	(409) 267-8381 (fax)
(281) 420-6634		

- A local CPS office:
Harris County Children's Protective Services (713) 394-4000
Chambers County Children's Protective Services (936) 336-7283 or
(936) 336-4857 (fax)
- The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (1-800-252-5400) or on the Web at www.txabusehotline.org; or
- If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to CPS, unless the report is to the state agency that operates, licenses, certifies or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Probation Commission as a report of suspected abuse or neglect in a juvenile justice program or facility.

Reporting your suspicion to a school counselor, a principal, or to another school staff member **does NOT** fulfill your responsibilities under the law. Furthermore, the District cannot require you to report your suspicion first to a school administrator.

Will my report be kept confidential?

State law requires that the identity of a person making a report of suspected child abuse or neglect be kept confidential.

Will I be liable in any way for making a report?

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

What will happen if I don't report suspected child abuse or neglect?

By failing to report a suspicion of child abuse or neglect:

- You may be placing a child at risk of continued abuse or neglect;
- You are violating the law and may be subject to legal penalties, including criminal sanctions;
- You are violating Board policy and may be subject to disciplinary action, including possible termination of your employment; and
- Your certification from the State Board of Educator Certification may be suspended, revoked, or canceled.

What are my responsibilities regarding investigations of abuse or neglect?

State law specifically prohibits school officials from:

Goose Creek CISD
101911

STUDENT WELFARE
CHILD ABUSE AND NEGLECT

FFG
(EXHIBIT)

- Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect; or
- Requiring that a parent or school employee be present during the interview.

School personnel must cooperate fully and may not interfere with an investigation of reported child abuse or neglect.

RELATIONS WITH GOVERNMENTAL ENTITIES
LOCAL GOVERNMENTAL AUTHORITIES

GRA
(LEGAL)

REPORTS TO LOCAL
LAW ENFORCEMENT

The principal, or a school employee under his or her supervision who is designated by the principal, shall notify the District police department (if one exists) and the police department of the municipality in which the school is located, or, if the school is not in a municipality, the sheriff of the county in which the school is located, if the principal has reasonable grounds to believe that any of the following activities occur in school, on school property, or at a school-sponsored or school-related activity on or off school property, without regard to whether the activity is investigated by school security officers:

1. Conduct that may constitute an offense listed in Government Code 508.149; deadly conduct, as described by Penal Code 22.05; or a terroristic threat, as described by Penal Code 22.07. [See GRA(EXHIBIT)]
2. The use, sale, or possession of a controlled substance, drug paraphernalia, or marijuana, as defined by Health and Safety Code 481.
3. The possession of any of the weapons or devices listed in Penal Code 46.01(1)-(14) or (16). [See FNCG]
4. The possession of a weapon as defined by 18 U.S.C. Section 921, in accordance with the Gun-Free Schools Act. [See FOD]
5. Conduct that may constitute a criminal offense under Penal Code 71.02, Engaging in Organized Criminal Activity. [See GRA(EXHIBIT)]
6. Conduct that may constitute a criminal offense for which a student may be expelled under Education Code 37.007(a), (d), or (e).

The report shall include the name and address of each student the person believes may have participated in the activity, but is not required if the person reasonably believes that the activity does not constitute a criminal offense.

Education Code 37.015, 37.007(e)

REPORTS TO
JUVENILE JUSTICE
AGENCY

The Superintendent or designee may disclose information contained in a student's educational records to a juvenile justice agency if the disclosure is under an interagency agreement authorized by Family Code 58.0051.

The District is not required or authorized to release student-level information except in conformity with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g). [See FL]

Education Code 37.084

RELATIONS WITH GOVERNMENTAL ENTITIES
LOCAL GOVERNMENTAL AUTHORITIES

GRA
(LEGAL)

STUDENTS TAKEN
INTO CUSTODY

The District shall permit a student to be taken into custody:

1. Pursuant to an order of the juvenile court.
2. Pursuant to the laws of arrest.
3. By a law enforcement officer if there is probable cause to believe the student has engaged in delinquent conduct or conduct in need of supervision.
4. By a probation officer if there is probable cause to believe the student has violated a condition of probation imposed by the juvenile court.
5. Pursuant to a properly issued directive to apprehend.
6. By an authorized representative of Child Protective Services (CPS), Texas Department of Family and Protective Services (DFPS), a law enforcement officer, or a juvenile probation officer, without a court order, under the conditions set out in Family Code 262.104 relating to the student's physical health or safety.

Family Code 52.01, 262.104

STUDENTS IN
CUSTODY

A person taking a child into custody, without unnecessary delay and without first taking the child to any place other than a juvenile processing office designated under Family Code 52.025, may, if school is in session, bring the child to the school campus to which the child is assigned if the principal, the principal's designee, or a peace officer assigned to the campus agrees to assume responsibility for the child for the remainder of the school day. *Family Code 52.02(a)(7)*

NOTICE FROM LAW
ENFORCEMENT

ARREST OF
STUDENT

A law enforcement agency that arrests any person or refers a child to the office or official designated by the juvenile board who the agency knows or believes is enrolled as a student in a public primary or secondary school shall orally notify the superintendent or designee in the district in which the student is enrolled or believed to be enrolled of that arrest or referral within 24 hours after the arrest or referral is made, or on the next school day. Within seven days after oral notice is given, the law enforcement agency shall mail written notice. Both the oral and written notice shall contain sufficient details of the arrest or referral and the acts allegedly committed by the student to enable the Superintendent or the Superintendent's designee to determine whether there is a reasonable belief that the student has engaged in conduct defined as a felony offense by the Penal Code. The information contained in the notice may be considered by the Superintendent or designee in making such a determination. This notice shall be made only if the

RELATIONS WITH GOVERNMENTAL ENTITIES
LOCAL GOVERNMENTAL AUTHORITIES

GRA
(LEGAL)

NOTICE OF
DISPOSITION OF
CHARGES

student has been arrested or referred for committing an offense specified at REPORTABLE OFFENSES. *Code of Criminal Procedure 15.27(a)*

On conviction, deferred prosecution, deferred adjudication, or adjudication of delinquent conduct of a student, for an offense or for any conduct specified at REPORTABLE OFFENSES, the office of the prosecuting attorney shall orally and in writing notify the Superintendent or designee of the conviction, deferred prosecution, deferred adjudication, or adjudication and whether the student is required to register as a sex offender. *Code of Criminal Procedure 15.27(b)*

The office of the prosecuting attorney or the office or official designated by the juvenile board shall, within two working days, notify the district that removed a student to a disciplinary alternative education program, if:

1. Prosecution of the student's case was refused for lack of prosecutorial merit or insufficient evidence and no formal proceedings, deferred adjudication, or deferred prosecution will be initiated; or
2. The court or jury found the student not guilty or made a finding the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case was dismissed with prejudice.

Code of Criminal Procedure 15.27(g)

SEX OFFENDER

The local law enforcement authority shall immediately provide notice to the superintendent of the district in which the person subject to registration under the Sex Offender Registration Program intends to reside, by mail to the office of the Superintendent, as set out below.

LAW ENFORCEMENT
NOTICE TO
SUPERINTENDENT

A local law enforcement authority shall provide notice to the Superintendent only if:

1. The victim was at the time of the offense a child younger than 17 years of age or a student enrolled in a public or private secondary school;
2. The person subject to registration is a student enrolled in a public or private secondary school; or
3. The basis on which the person is subject to registration is a conviction, a deferred adjudication, or an adjudication of delinquent conduct for an offense under Penal Code 43.25 (Sexual Performance by a Child) or 43.26 (Possession or

RELATIONS WITH GOVERNMENTAL ENTITIES
LOCAL GOVERNMENTAL AUTHORITIES

GRA
(LEGAL)

Promotion of Child Pornography), or a substantially similar offense

A local law enforcement authority may not provide notice to the Superintendent if the basis for the notice is a conviction, a deferred adjudication, or an adjudication of delinquent conduct for an offense under Section 25.02, Penal Code (Prohibited Sexual Conduct, relating to incest), or a substantially similar offense.

Code of Criminal Procedure 62.054

NOTICE TO
PERSONNEL
ARREST OF
STUDENT

The Superintendent shall promptly notify all instructional and support personnel who have responsibility for supervising a student who has been arrested or taken into custody as provided by a law enforcement agency. All personnel shall keep the information received confidential.

The Superintendent or designee may send to an employee having direct supervisory responsibility over the student the information contained in the confidential notice of the student's arrest or referral as provided by the law enforcement agency if the Superintendent or designee determines that the employee needs the information for educational purposes or for the protection of the person informed or others.

Code of Criminal Procedure 15.27(a), (a-1)

CONVICTION OR
ADJUDICATION OF
STUDENT

When the Superintendent or designee receives information from a prosecuting attorney of a student's conviction, deferred prosecution, deferred adjudication, or adjudication of delinquent conduct for an offense specified at REPORTABLE OFFENSES, the Superintendent or designee shall, within 24 hours of receiving notification from the office of the prosecuting attorney, notify all instructional and support personnel who have regular contact with the student.
Code of Criminal Procedure 15.27(b)

SEX OFFENDER

On receipt of the notice from law enforcement regarding a registered sex offender, the Superintendent shall release the information contained in the notice to appropriate District personnel, including peace officers and security personnel, principals, nurses, and counselors. *Code of Criminal Procedure 62.053(e), 62.055(f)*

REPORTABLE
OFFENSES

The following are reportable offenses for purposes of this policy:

1. Any felony offense; and
2. The following misdemeanors:
 - a. An offense under Penal Code 20.02 (Unlawful Restraint), 21.08 (Indecent Exposure), 22.01 (Assault),

RELATIONS WITH GOVERNMENTAL ENTITIES
LOCAL GOVERNMENTAL AUTHORITIES

GRA
(LEGAL)

22.05 (Deadly Conduct), 22.07 (Terroristic Threat), or
71.02 (Engaging in Organized Criminal Activity);

- b. The unlawful use, sale, or possession of a controlled substance, drug paraphernalia, or marijuana, as defined by Health and Safety Code Chapter 481; and
- c. The unlawful possession of any of the weapons or devices listed in Penal Code 46.01(1)–(14) or (16), or a weapon listed as a prohibited weapon under Penal Code 46.05.

Code of Criminal Procedure 15.27(h)

JUVENILE JUSTICE
INFORMATION
SYSTEM

Juvenile justice agencies in a county or region of Texas may jointly create and maintain a local juvenile justice information system in accordance with Family Code Chapter 58, Subchapter D. A local juvenile justice information system shall include each public school district in the county. *Family Code 58.303, 58.305*

Districts that are served by a local juvenile justice information system shall have Level 1 Access. Level 1 Access is information that relates to a child:

- 1. Who:
 - a. A school official has reasonable grounds to believe has committed an offense for which a report is required under Education Code 37.015; or
 - b. Has been expelled, the expulsion of which is required to be reported under Family Code 52.041; and
- 2. Who has not been charged with a fineable only offense, a status offense, or delinquent conduct.

Family Code 58.306

Information that is part of a local juvenile justice information system is not public information and may not be released, except as authorized by law. *Family Code 58.307*

CPS INVESTIGATIONS
AT SCHOOL

A school official may not refuse to permit a CPS investigator to interview at school a student who is alleged to be a victim of abuse or neglect under Family Code 261. A school official may not require the CPS investigator to permit District personnel to be present at a student interview conducted at school. *Family Code 261.302(b), 261.303(a); Atty. Gen. Op. DM-476 (1998)*

A person that has confidential locating or identifying information regarding a family that is the subject of a CPS investigation shall release that information to DFPS on request. The release of infor-

RELATIONS WITH GOVERNMENTAL ENTITIES
LOCAL GOVERNMENTAL AUTHORITIES

GRA
(LEGAL)

	<p>mation to DFPS as required by this subsection by a person is not subject to Government Code 552.352 or any other law providing liability for the release of confidential information. <i>Family Code 261.303(e)</i></p>
<p>CPS INVESTIGATIONS OF SCHOOLS</p>	<p>On receipt of a report of alleged or suspected child abuse or neglect in a public school, DFPS shall perform an investigation as provided by Family Code 261. Investigations of school personnel or volunteers for child abuse or neglect shall be conducted by CPS in accordance with the procedures adopted in DFPS rule. <i>Family Code 261.406; 40 TAC 700.401–.412</i></p>
<p>NOTIFICATION TO PRINCIPAL</p>	<p>Prior to conducting an investigation of school personnel or volunteers, CPS shall notify the school principal (or the principal's supervisor if the school principal is an alleged perpetrator) of the fact that a report has been assigned for investigation, the nature of the allegations contained in the report, and the date and time when the investigator plans to visit the school campus to begin the investigation.</p> <p>The CPS investigator must request that the school principal (or the principal's supervisor) not alert the alleged perpetrator or others regarding the report until the investigator has first had an opportunity to interview the alleged perpetrator.</p> <p><i>40 TAC 700.407</i></p>
<p>CONDUCTING INTERVIEWS</p>	<p>School officials or other persons related to the school setting may not interfere with an investigation of a report of child abuse or neglect conducted by DFPS. Interviews and examinations in a school investigation may take place on or off the school premises, as deemed appropriate by the CPS investigator, provided the investigator notifies the school principal (or that individual's supervisor in the event that the principal is the alleged perpetrator) prior to conducting an interview or examination on school premises.</p>
<p>PARTICIPANTS</p>	<p>CPS may request that school personnel or volunteers not be present during the interview or examination of an alleged victim, an alleged perpetrator, an adult or child witness, or any other person who may have information relevant to the investigation if the investigator determines that:</p> <ol style="list-style-type: none">1. The presence of school personnel or volunteers would compromise the integrity of the investigation; or2. A better interview or examination of the child would result without school personnel or volunteers being present. <p><i>Family Code 261.303; 40 TAC 700.409(a)</i></p>

RELATIONS WITH GOVERNMENTAL ENTITIES
LOCAL GOVERNMENTAL AUTHORITIES

GRA
(LEGAL)

REPORT OF
FINDINGS

After DFPS has closed the school investigation, CPS shall provide a report of the investigation to TEA, SBEC, the Board President, and the school principal, unless the principal is the alleged perpetrator.

CPS need not provide a report of the investigation if a report of abuse or neglect is closed administratively prior to notification to any school official that a report was received by DFPS.

40 TAC 700.411(a), (d)

VISITING SCHOOL
RESOURCE OFFICER

"School resource officer" means a peace officer who is licensed under Occupations Code Chapter 1701 and assigned by the officer's employing political subdivision to provide:

1. A police presence at a public school;
2. Safety or drug education to students; or
3. Other similar services.

Occupations Code 1701.601, 1701.602

RELATIONS WITH GOVERNMENTAL ENTITIES
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(LOCAL)

CHILD ABUSE
INVESTIGATION

When a representative of the Department of Family and Protective Services or another lawful authority desires to question or interview a student at school as part of a child abuse investigation, the principal shall cooperate fully with the official's requests regarding the conditions of the interview or questioning.

OTHER QUESTIONING
OF STUDENTS

When law enforcement officers or other lawful authorities desire to question or interview a student at school for any purpose other than a child abuse investigation, the following guidelines shall apply:

1. The principal shall verify and record the identity of the officer or other authority and request an explanation of the need to question or interview the student at school.
2. The principal ordinarily shall make reasonable efforts to notify the student's parents or other person having lawful control of the student. If the interviewer raises what the principal considers to be a valid objection to the notification, parents shall not be notified.
3. The principal or a designee ordinarily shall be present during the questioning or interview. If the interviewer raises what the principal considers to be a valid objection to a third party's presence, the interview shall be conducted without that person's presence.

STUDENTS TAKEN
INTO CUSTODY

Before a student at school is arrested or taken into custody by a law enforcement officer or other legally authorized person, the principal shall verify the official's identity. To the best of his or her ability, the principal shall verify the official's authority to take custody of the student [see GRA] and then shall deliver over the student.

The principal shall immediately notify the Superintendent and ordinarily shall notify the parents or other person having lawful control of the student. If the officer or other authorized person raises what the principal considers to be a valid objection to notifying the parents at that time, the principal shall not notify the parents.

RELATIONS WITH GOVERNMENTAL ENTITIES
LOCAL GOVERNMENTAL AUTHORITIES

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(EXHIBIT)

Education Code 37.015 requires principals to make reports to local law enforcement authorities of certain classes of offenses, four of which are referenced entirely by citation. The offenses referenced only by citation are further defined below.

1. "Conduct that may constitute an offense listed under Section 508.149, Government Code":
 - a. An offense for which the judgment contains an affirmative finding under Section 3g(a)(2), Article 42.12, Code of Criminal Procedure (use or exhibition of a prohibited weapon during commission of or flight from a felony offense).
 - b. A first or second degree felony under Penal Code 19.02 (murder).
 - c. A capital felony under Penal Code 19.03 (capital murder).
 - d. A first or second degree felony under Penal Code 20.04 (aggravated kidnapping).
 - e. An offense under Penal Code 21.11 (indecenty with a child).
 - f. A felony under Penal Code 22.011 (sexual assault).
 - g. A first or second degree felony under Penal Code 22.02 (aggravated assault).
 - h. A first degree felony under Penal Code 22.021 (aggravated sexual assault).
 - i. A first degree felony under Penal Code 22.04 (injury to a child, elderly individual, or disabled individual).
 - j. A first degree felony under Penal Code 28.02 (arson).
 - k. A second degree felony under Penal Code 29.02 (robbery).
 - l. A first degree felony under Penal Code 29.03 (aggravated robbery).
 - m. A first degree felony under Penal Code 30.02 (burglary).
 - n. A felony for which punishment is increased under Health and Safety Code 481.134 (drug-free zones) or 481.140 (use of child in commission of offense).
 - o. An offense under Penal Code 43.25 (sexual performance by a child).
 - p. An offense under Penal Code 21.02 (continuous sexual abuse of young child or children).
2. "Deadly conduct under Section 22.05, Penal Code":
 - a. A person commits an offense if he or she recklessly engages in conduct that places another in imminent danger of serious bodily injury.
 - b. A person commits an offense if he or she knowingly discharges a firearm at or in the direction of one or more individuals or a habitation, building, or vehicle and is reckless as to whether the habitation, building, or vehicle is occupied.

RELATIONS WITH GOVERNMENTAL ENTITIES
LOCAL GOVERNMENTAL AUTHORITIES

GRA
(EXHIBIT)

- c. Recklessness and danger are presumed if the actor knowingly pointed a firearm at or in the direction of another whether or not the actor believed the firearm to be loaded.

3. "Terroristic threat under Section 22.07, Penal Code":

A person commits an offense if he or she threatens to commit any offense involving violence to any person or property with intent to:

- a. Cause a reaction of any type to the threat by an official or volunteer agency organized to deal with emergencies;
- b. Place any person in fear of imminent serious bodily injury;
- c. Prevent or interrupt the occupation or use of a building; room; place of assembly; place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
- d. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
- e. Place the public or a substantial group of the public in fear of serious bodily injury; or
- f. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state.

4. "Conduct that may constitute a criminal offense under Section 71.02, Penal Code" (Engaging in Organized Criminal Activity):

A person commits an offense if, with the intent to establish, maintain, or participate in a combination or in the profits of a combination or as a member of a criminal street gang, he or she commits or conspires to commit one or more of the following:

- a. Murder, capital murder, arson, aggravated robbery, robbery, burglary, theft, aggravated kidnapping, kidnapping, aggravated assault, aggravated sexual assault, sexual assault, forgery, deadly conduct, assault punishable as a Class A misdemeanor, burglary of a motor vehicle, or unauthorized use of a motor vehicle;
- b. Any gambling offense punishable as a Class A misdemeanor;
- c. Promotion of prostitution, aggravated promotion of prostitution, or compelling prostitution;
- d. Unlawful manufacture, transportation, repair, or sale of firearms or prohibited weapons;
- e. Unlawful manufacture, delivery, dispensation, or distribution of a controlled substance or dangerous drug, or unlawful possession of a controlled substance or dangerous drug through forgery, fraud, misrepresentation, or deception;
- f. Any unlawful wholesale promotion or possession of any obscene material or obscene device with the intent to wholesale promote the same;

RELATIONS WITH GOVERNMENTAL ENTITIES
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(EXHIBIT)

- g. Any offense under Penal Code Chapter 43, Subchapter B depicting or involving conduct by or directed toward a child younger than 18 years of age (Chapter 42, Subchapter B prohibits obscenity including: sale, distribution, or display of material harmful to minor; sexual performance by a child; employment of a child in a sexually oriented activity or a place where the child works nude or topless; and possession or promotion of child pornography);
- h. Any felony offense under Penal Code Chapter 32 (fraud);
- i. Any offense under Penal Code Chapter 34 (money laundering) or Chapter 35 (insurance fraud);
- j. Any offense under Penal Code Chapter 36 (bribery and corrupt influence);
- k. Any offense under Penal Code 37.11(a) (impersonating a public servant);
- l. Any offense under Penal Code Chapter 20A (trafficking of persons);
- m. Any offense under Penal Code 37.10 (tampering with government record);
- n. Any offense under Penal Code 38.06 (escape), 38.07 (permitting or facilitating escape), 38.09 (providing a person in custody or an inmate with an implement for escape), or 38.11 (providing prohibited or controlled substances or items to person in custody or an inmate).

SUPERINTENDENT'S REPORTS

Facilities Update

GCCISD Transportation Facilities Update

August 2010

Where are we now?

601 Lee Drive, Shop Facility

- ▶ This site has room to park 25 buses (route and spare) in addition to an area for buses awaiting repairs, approximately 10 spaces.
- ▶ Director and his secretary are housed at this site along with mechanics.







Where are we now? (continued)

3401 N. Main Street, MOTS Facility

- ▶ This site has room to park 42 buses and accompanying drivers/monitors vehicles.
- ▶ Supervisors, dispatch, routers, training staff, and master drivers are housed at this site.



OCT 3 2008

Where are we now? (continued)

Wade Road Parking Lot, Harris County Maintenance Facility

- ▶ This site allows 14 buses to park.

B

! ATTENTION !
UNAUTHORIZED
VEHICLES
ARE
SUBJECT
TO BE
SEARCHED

Where are we now? (continued)

2100 E. Archer Road, Stallworth Stadium

- ▶ This site provides parking for the remaining 91 buses and drivers.
- ▶ Route drivers are at this location.







Questions

SCHOOL BOARD AGENDA ITEM SUMMARY

August 23, 2010

SUBJECT: DISCUSSION OF GOOSE CREEK CISD FINANCIAL OVERVIEW

RECOMMENDED ACTION: Discuss possible communication options concerning Goose Creek CISD Financial Overview.

RATIONALE: The Board of Trustees reviews and approves the annual budget and the effective tax rate. Communication is mandated concerning approved process of the annual budget and the effective tax rate.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Pape
Ms. Kathy Clausen

SCHOOL BOARD AGENDA ITEM SUMMARY

August 23, 2010

SUBJECT: DISCUSSION OF GOOSE CREEK CISD FACILITIES PLANNING

RECOMMENDED ACTION: Discuss future District facilities planning.

RATIONALE: Facility planning is an ongoing process.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier
Ms. Kathy Clausen

SCHOOL BOARD AGENDA ITEM SUMMARY

August 23, 2010

SUBJECT: **CONSIDERATION OF THE CONTRACT WITH BAY AREA REHABILITATION CENTER FOR VOCATIONAL TRAINING SERVICES.**

RECOMMENDED ACTION: Approve contract and compensation not to exceed \$75,000.00 for vocational training services and educational support for twelve (12) students. The commencement date of the contract is September 1, 2010 and ends on August 31, 2011.

RATIONALE: The approval of this contract will provide additional vocational training opportunities in a supported employment environment for students with disabilities ages 18-22.

BUDGET PROVISIONS/ACTION REQUIRED: 2010-2011 Local Fund 199

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



VOCATIONAL TRAINING SERVICES CONTRACT BETWEEN
BAY AREA REHABILITATION CENTER—OPPORTUNITY
CENTER PROGRAM AND GOOSE CREEK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

I. PARTIES TO THE CONTRACT

This Vocational Training Services Contract is entered into by Bay Area Rehabilitation Center—Opportunity Center Program (Contractor) a provider whose service address is 5313 Decker Dr, Baytown, TX 77520 and Goose Creek Consolidated Independent School District GCCISD (Agency), a Texas public school district whose address is PO Box 30, Baytown, TX 77522 for the purpose of providing vocational training services.

This contract shall be effective from September 1, 2010 until August 31, 2011.

Whereas, Agency desires to contract for the provision of vocational services in a Vocational Training Services Program for eligible students and/or clients; and

Whereas, Contractor desires to provide vocational services in Contractor's Site-Based Services Program, including but not limited to program's Sheltered Work Program to eligible Agency's students and/or clients;

The parties mutually agree to accept the benefits derived from this contract and in consideration thereof agree to fulfill the promises and obligations set forth herein.

II. OBLIGATIONS OF THE CONTRACTOR

1. Program

Contractor agrees to operate vocational services in Contractor's Site-Based Services Program, including but not limited to program's Sheltered Work Program located in Baytown, Texas and to provide vocational services to eligible students who are referred to Contractor by Agency.

2. Vocational Services

Contractor agrees that the Vocational Services provided pursuant to this Contract will consist up to a maximum of six (6) hours per weekday per Program Participant and shall be based upon each Program Participant's Individualized Service Plan (ISP). Contractor further agrees the Vocational Services will consist of social skills, work orientation, pre-vocational and vocational training.

3. Record Retention

Contractor agrees to retain all financial records, supporting documents, statistical records and any documents pertinent to this Contract until five (5) years after 1) client discharge from the program 2) termination of this annual contract or 3) until any audits in progress at the end of five (5) year period are complete, whichever is later.

4. Compliance

Contractor agrees to comply with the following:

All applicable agency policies, local, state, and federal laws, rules, and regulations now in effect or that become effective during the term of this Contract, including but not limited to: the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination In Employment Act, Immigration Reform and Control Act of 1986, and Americans with Disabilities Act of 1994, and all State and Federal laws relating to student and employee disclosure of records and information prohibitions.

5. Permits, Licenses, Certification

Contractor agrees to maintain as current and in good standing, any permits, licenses, or certifications required by law to provide services pursuant to this Contract.

6. Reporting Emergencies and Abuse and Neglect

Contractor agrees to report any allegations of abuse and neglect in compliance with federal and state laws, rules, and regulations as applicable.

7. Discrimination Prohibited

Contractor agrees it will not exclude any person from participation in, or deny any benefits of the services provided under this Contract or subject any person to discrimination on the grounds of race color, national origin, religion, sex, age, handicap, or political affiliation.

III. RESPONSIBILITES OF THE AGENCY (GCCISD)

1. The Agency agrees to pay Contractor \$24.00 per day, per Program

Participant in accordance with the Agency's school calendar totaling no more than 210 days of instruction, including summer instruction. Such payments shall be made by the 30th of the month following the month in which services were billed. The Agency agrees to pay an amount not to exceed SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) to the Contractor for the services of up to 20 (twenty) individual Participants. Additional Participants may be added via ARD committee placement and agency agreement at the agreed upon daily rate; such change may result in an increase of the contract maximum allowable amount.

2. The Agency agrees to provide a minimum of one employee to assist in managing and addressing any behavioral issues, as well as assistance with goal achievement, related to Agency Participants. Agency employee to remain at Contractor facility any time Agency Participants are in attendance.
3. The Agency agrees to provide Contractor a copy of each Program Participant's Individual Educational Program, any Assessments and Evaluations performed, and a copy of Social Security Card and other information needed by Contractor in rendering services to the Program Participant. Contractor will provide to Agency periodic, every six weeks or more often, reports on Participant progress towards previously established goals.
4. The Agency agrees that appropriate representative(s) of the Program Participant(s) will attend meetings, staffings, and training programs relevant to this Contract at which Contractor requests attendance by such person(s). Contractor will notify the Agency fifteen (15) days prior to the date of the meeting, staffing, or training program at which attendance is requested.

IV. TERM AND TERMINATION

1. This Contract shall be effective September 1, 2010 until August 31, 2011 unless terminated earlier under the terms of this agreement.

2. Termination for Cause

In addition to other provisions herein allowing termination, either party may terminate with or without notice this Contract if the other party commits a material breach of any term of this Contract.

3. Termination without Cause

This Contract may be terminated by either party upon thirty (30) days written notice to the other party of its intent to terminate this Contract.

4. Negotiation Prior to Termination

Prior to any notice of termination for cause, Contractor and Agency will attempt to resolve any issue related to the anticipated termination in good faith during the notice period. During this time, the contractor will continue to have responsibility to provide services to the Program Participant and Agency will continue to have the responsibility to pay for the service in the manner specified in this Contract.

5. Effect of Termination

Except as expressed and provided herein, upon termination of this Contract, Contractor will be discharged from any further obligation created under the terms of this Contract, except for the quotable settlement of the respective remaining obligation incurred prior to termination. Termination does not constitute a waiver of any remedies for breach of the Contract.

6. Renegotiations

In the event Contractor is required to comply with an addition to or a change in any law, rule, regulation, directive, standard, settlement or resolution pursuant to this Contract, and the addition or change results in a material change in this contract, upon giving thirty (30) days notice-of a desire to renegotiate this contract and or fees, will be entitled to do so. The Agency agrees to negotiate amendments to this Contract with Contractor in good faith.

7. Severability

In the event, any provision of this Contract becomes unenforceable or void, such shall not invalidate any other provision of the Contract.

V. MISCELLANEOUS

1. Amendment

This contract may be amended or changed only by mutual written consent of an authorized representative of the parties to this Contract and confirmed in writing.

2. Assignability

No assignment of this Contract or the right and obligations contained within will be valid without written consent of the non-assigning party.

3. Entire Agreement

This Contract constitutes the entire agreement of the parties and supersedes any prior understanding or oral or written agreements between the Agency and Contractor on the matters contained herein.

4. Notice

Except as expressly provided herein, any notice required or permitted to be given under this Contract must be writing and delivered in person or by registered or certified mail return receipt requested, postage prepaid to the authorized representative at the address shown below.

5. Indemnity

CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS AGENCY, ITS BOARD OF TRUSTEES, OFFICERS, ADMINISTRATORS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF CONTRACTOR OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

6. Independent Contractor

Contractor will maintain direct responsibility as employer and follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing and certification requirements, including completion of mandatory in-service training and continuing education as appropriate. Contractor will maintain direct responsibility as employer for payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance.

7. Governing Law and Venue

This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in state courts in Harris County, Texas

8. Relationship of Parties

This Contract does not create a joint venture or business partnership under Texas Law.

9. Authorization

Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.

The parties have executed this Contract on the dates set forth below with signatures.

Goose Creek Consolidated ISD
Special Education Department
PO Box 30
Baytown, TX 77522

Dr. Toby York, Ed. D.
Superintendent

Signature

Date

Bay Area Rehabilitation Center
Opportunity Center Program
5313 Decker Dr
Baytown, TX 77520

Mark A. Alexander
Executive Director



Signature

8-4-10
Date

SCHOOL BOARD AGENDA ITEM SUMMARY

August 23, 2010

SUBJECT: **CONSIDERATION OF THE CONTRACT WITH DIANE ENDEL
FLOOD/DBA BRIDGE OF LANGUAGE**

RECOMMENDED ACTION: Approve contract and compensation not to exceed
\$230,000.00 for educational interpreting between September
1, 2010 and end on August 31, 2011.

RATIONALE: The approval of this contract will provide certified interpreters for deaf and
hard of hearing students in an educational setting.

BUDGET PROVISIONS/ACTION REQUIRED: 2010-2011 State Deaf Education
Budget

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

**CONTRACT BETWEEN THE
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AND
DIANE ENDEL FLOOD
DBA BRIDGE OF LANGUAGE**

**I.
Term**

This Agreement shall be for the period beginning **August 24, 2010** and ending **August 19, 2011**.

II.

DIANE ENDEL FLOOD/DBA BRIDGE OF LANGUAGE ("Vendor") agrees to provide:

Educational Interpreting by B.E.I. or R.I.D. certified interpreters for the deaf and Bridge of Language also agrees to provide the **East Harris County Cooperative for Deaf Education** with documentation, certification, resume, and/or other information verifying Bridge of Language is qualified to provide those services listed above for **East Harris County Cooperative Deaf Education/Goose Creek Consolidated Independent School District** ("buyer").

The total contract amount not to exceed **\$230,000.00** for services rendered between **August 24, 2010** and **August 19, 2011**.

In the event the regular professional is absent, Vendor will seek to provide a substitute professional to provide the services contracted for.

No extra-duty work, such as faculty meetings, should be assigned.

**III.
Indemnity**

BRIDGE OF LANGUAGE SHALL INDEMNIFY AND HOLD HARMLESS GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, ITS BOARD OF TRUSTEES, OFFICERS, ADMINISTRATORS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF BRIDGE OF LANGUAGE OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

IV. Relationship

It is understood and agreed that Vendor is an independent contractor. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Vendor and Buyer or agent of Buyer. The Agreement does not create a joint venture or business partnership under Texas law. Vendor 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 Vendor's employees, agents, volunteers, and representatives. Vendor agrees that Buyer has no responsibility for any conduct of any Vendor employee, agent, volunteer, or representative.

V. Termination

This Agreement may be terminated by either party without cause with thirty (30) days advance written notice. Buyer may by written notice at any time terminate this Agreement if the Vendor fails to comply with a provision of this Agreement.

VI. Authorization

Each party acknowledges that this Agreement has been authorized by the governing body of each party to the Agreement.

VII. Notice

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be transmitted by certified mail, return receipt requested. Notice to shall be sufficient if made or address as follows:

**Diane Endel Flood/DBA Bridge of Language
P.O. Box 1981
Baytown, Texas 77522**

Goose Creek Consolidated Independent School District
Attn: Dr. Toby York, Superintendent
P.O. Box 30
Baytown, Texas 77522

**VIII.
Governing Law**

This Agreement shall be construed under and in accordance with the policies of the District, federal laws and state laws of the State of Texas.

**IX.
Confidentiality**

Vendor agrees to respect the confidentiality of all records to which it has access while performing the services under the Agreement.

**X.
Entire Agreement**

This Agreement and all exhibits or memorandum attached hereto represent the entire and exclusive agreement between the parties thereto and replace in their entirety any previous agreement, written or oral.

**XI.
Severability**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XII.
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.

**XIII.
Amendment**

This Agreement may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Agreement.

**XIV.
Assignment**

Neither this Agreement nor any duties or obligations under it shall be assignable by Vendor without the prior written acknowledgment and authorization of Buyer.

Copies of this Contract shall be given to:

Diane Endel Flood
DBA Bridge of Language
P.O. Box 1981
Baytown, TX 77522

832-597-8427(business)
(cell)
(fax)

Special Education Department
ATTENTION: Thomas Kelchner, Director
GCCISD Special Education Department
P.O. Box 30
Baytown, Texas 77522

281- 420-4520

This Contract shall commence on August 24, 2010, and end on or before August 19, 2011. Payments will be made monthly up to and including 30 days from the date of the invoice.

Diane Endel Flood
DBA Bridge of Language

Toby York, Ed.D.
Superintendent of Schools

Date

Date

Social Security # or ID#

SCHOOL BOARD AGENDA ITEM SUMMARY

August 23, 2010

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

RECOMMENDED ACTION: Approve contract and compensation for services rendered in an amount not to exceed \$58,500.00 for three Life Skills Program units between August 23, 2010 and June 02, 2011.

RATIONALE: The approval of this contract will provide services for (3) units to eligible students based on individual educational plans as deemed necessary by the Admissions, Review, and Dismissal committee.

BUDGET PROVISIONS/ACTION REQUIRED: 2010-2011 Federal Funds

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

2010-2011 ANNUAL CONTRACT

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

1. For the period beginning **August 23, 2010**, and ending **June 2, 2011**, HCDE agrees to provide services described herein for **three (3) Emotionally Disturbed** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the GCCISD. Additional students can be served at the cost of \$2,700 per month. Monthly fees will be prorated at a full month rate (\$2,700) for students entering on or before the 15th of the month and at a half month rate (\$1,350) for students entering after the 16th of the month.
2. HCDE agrees to provide specialized facilities and properly certified/licensed personnel necessary to appropriately educate and provide instructional and counseling services to the student(s) in accordance with applicable law. During the period of this agreement, if HCDE fails to provide the necessary specialized facilities and certified personnel, the GCCISD may terminate services until such time as HCDE can provide the necessary specialized services contracted herein. HCDE will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.
3. HCDE agrees to furnish the GCCISD with a monthly statement of student(s) attendance.
4. HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the GCCISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the GCCISD.
5. The student(s) served under this contract have been classified by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within the GCCISD, and recommended for services as described herein. The ARD Committee of the GCCISD has affirmed the classification and approved the recommendation of such contracted services.
6. GCCISD will provide copies of all pertinent school records on the student(s) with parental or guardian permission. GCCISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) which may be obtained by the GCCISD during the term of this contract. HCDE will be available for participation with the GCCISD ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the GCCISD on the implementation of the IEP at least once per semester. A member of the GCCISD special education personnel will monitor, assess and evaluate the student(s)'s progress as established by the IEP, including at least one on-site visit annually.
7. In consideration of the services provided herein, the GCCISD agrees to pay HCDE a total amount of **\$58,500.00**. Total amount is calculated by multiplying the number of units X annual tuition rate (**\$19,500**). HCDE will invoice GCCISD and payment will be due immediately upon receipt of invoice. GCCISD agrees to pay HCDE in the following manner:
 - 50% of total amount due will be invoiced in **September 2010**
 - 50% of total amount due will be invoiced in **January 2011**

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

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

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

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

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

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

 District School Superintendent

 Date

 Harris County School Superintendent

 Date

For HCDE Office use only: Revenue Account No. 19910060100131 57250000 ABC-East

SCHOOL BOARD AGENDA ITEM SUMMARY

August 23, 2010

SUBJECT: CONSIDERATION OF INTERLOCAL CONTRACT WITH MARGARET SHERWOOD

RECOMMENDED ACTION: Approve the contract for psychological services rendered to Goose Creek Consolidated Independent School District students between September 01, 2010, and June 30, 2011.

RATIONALE: To pay for the services to provide psychological services for identified students.

BUDGET PROVISIONS/ACTION REQUIRED: 2010 – 2011 LOCAL FUNDS 199

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

**CONTRACT BETWEEN THE
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AND
MARGARET SHERWOOD**

**I.
Term**

This Agreement shall be for the period beginning **SEPTEMBER 01, 2010** and ending **JUNE 30, 2011**.

II.

MARGARET SHERWOOD ("Vendor") agrees to provide:

Coordination of an internal audit, develop handbooks, coordinate and develop a monitoring system on a campus and district level, and provide data analysis for GCCISD Special Education Department for **Goose Creek Consolidated Independent School District ("buyer")** at the rate of \$500.00 per day for a maximum of 34 days. The total contract amount not to exceed **\$17,000.00** for services rendered between **September 01, 2010** and **June 30, 2011**.

In the event the regular professional is absent, Vendor will seek to provide a substitute professional to provide the services contracted for.

Vendor will bill for extra-duty work, such as faculty meetings, as approved by Buyer.

**III.
Indemnity**

MARGARET SHERWOOD SHALL INDEMNIFY AND HOLD HARMLESS GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, ITS BOARD OF TRUSTEES, OFFICERS, ADMINISTRATORS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF MARGARET SHERWOOD OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

IV.

Relationship

It is understood and agreed that Vendor is an independent contractor. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Vendor and Buyer or agent of Buyer. The Agreement does not create a joint venture or business partnership under Texas law. Vendor 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 Vendor's employees, agents, volunteers, and representatives. Vendor agrees that Buyer has no responsibility for any conduct of any Vendor employee, agent, volunteer, or representative.

V. Termination

This Agreement may be terminated by either party without cause with thirty (30) days advance written notice. Buyer may by written notice at any time terminate this Agreement if the Vendor fails to comply with a provision of this Agreement.

VI. Authorization

Each party acknowledges that this Agreement has been authorized by the governing body of each party to the Agreement.

VII. Notice

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be transmitted by certified mail, return receipt requested. Notice to shall be sufficient if made or address as follows:

MARGARET SHERWOOD
1908 S. MEMORIAL CT.
PASADENA, TEXAS 77502

Goose Creek Consolidated Independent School District
Attn: Dr. Toby York, Superintendent
P.O. Box 30
Baytown, Texas 77522

VIII. Governing Law

This Agreement shall be construed under and in accordance with the policies of the District, federal laws and state laws of the State of Texas.

**IX.
Confidentiality**

Vendor agrees to respect the confidentiality of all records to which it has access while performing the services under the Agreement.

**X.
Entire Agreement**

This Agreement and all exhibits or memorandum attached hereto represent the entire and exclusive agreement between the parties thereto and replace in their entirety any previous agreement, written or oral.

**XI.
Severability**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XII.
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.

**XIII.
Amendment**

This Agreement may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Agreement.

**XIV.
Assignment**

Neither this Agreement nor any duties or obligations under it shall be assignable by Vendor without the prior written acknowledgment and authorization of Buyer.

Copies of this Contract shall be given to:

MARGARET SHERWOOD
1908 S. MEMORIAL CT.
PASADENA, TEXAS 77502

Special Education Department
ATTENTION: Thomas R. Kelchner, Ed.D.

GCCISD Special Education Department
P.O. Box 30
Baytown, Texas 77522

713-636-2288 (home)
713-470-8872 (cell)

281- 420-4520

This Contract shall commence on September 01, 2010, and end on or before June 30, 2011. Payments will be made monthly up to and including 30 days from the date of the invoice.

MARGARET SHERWOOD

Toby York, Ed.D.
Superintendent of Schools

Date

Date

047-38-2167

Social Security # or ID#

SCHOOL BOARD AGENDA ITEM SUMMARY

August 23, 2010

SUBJECT: CONSIDERATION OF INTERLOCAL CONTRACT WITH ROWLAND FOLENSBEE, PH.D.

RECOMMENDED ACTION: Approve contract and compensation for services rendered in the amount not to exceed \$35,000.00 between September 1, 2010 and June 30, 2011.

RATIONALE: To pay to provide psychological and/or psycho-educational evaluations and provide consultations with staff.

BUDGET PROVISIONS/ACTION REQUIRED: 2010 - 2011 Federal Funds

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

**CONTRACT BETWEEN THE
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
SPECIAL EDUCATION DEPARTMENT
AND
ROWLAND FOLENSBEE, PH.D. CONSULTANT**

**I.
Term**

This Agreement shall be for the period beginning **September 1, 2010** and ending **June 30, 2011**.

II.

ROWLAND FOLENSBEE, PH.D. CONSULTANT ("Vendor") agrees to provide:

Psychological and/or psycho-educational evaluations and provide consultations with staff. Rowland Folensbee, Ph.D. also agrees to provide the **GCCISD Special Educational Department** documentation, certification, resume, and/or other information verifying Rowland Folensbee, Ph.D. is qualified to provide those services listed above for **Goose Creek Consolidated Independent School District ("buyer") at the rate of \$800.00** per day (total of 44 days), not to exceed **\$35,200.00** for services rendered between **September 1, 2010** and **June 30, 2011**.

In the event the regular professional is absent, Vendor will seek to provide a substitute professional to provide the services contracted for.

Vendor will bill for extra-duty work, such as faculty meetings, as approved by Buyer.

**III.
Indemnity**

ROWLAND FOLENSBEE, PH.D. CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, ITS BOARD OF TRUSTEES, OFFICERS, ADMINISTRATORS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF ROWLAND FOLENSBEE, PH.D. CONSULTANT OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

**IV.
Relationship**

It is understood and agreed that Vendor is an independent contractor. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Vendor and Buyer or agent of Buyer. The Agreement does not create a joint venture or business partnership under Texas law. Vendor 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 Vendor's employees, agents, volunteers, and representatives. Vendor agrees that Buyer has no responsibility for any conduct of any Vendor employee, agent, volunteer, or representative.

**V.
Termination**

This Agreement may be terminated by either party without cause with thirty (30) days advance written notice. Buyer may by written notice at any time terminate this Agreement if the Vendor fails to comply with a provision of this Agreement.

**VI.
Authorization**

Each party acknowledges that this Agreement has been authorized by the governing body of each party to the Agreement.

**VII.
Notice**

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be transmitted by certified mail, return receipt requested. Notice to shall be sufficient if made or address as follows:

**Rowland Folensbee, Ph.D.
6565 W. Loop South, Suite 600
Bellaire, Tx. 77401**

Goose Creek Consolidated Independent School District
Attn: Dr. Toby York, Superintendent
P.O. Box 30
Baytown, Texas 77522

**VIII.
Governing Law**

This Agreement shall be construed under and in accordance with the policies of the District, federal laws and state laws of the State of Texas.

**IX.
Confidentiality**

Vendor agrees to respect the confidentiality of all records to which it has access while performing the services under the Agreement.

**X.
Entire Agreement**

This Agreement and all exhibits or memorandum attached hereto represent the entire and exclusive agreement between the parties thereto and replace in their entirety any previous agreement, written or oral.

**XI.
Severability**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XII.
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.

**XIII.
Amendment**

This Agreement may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Agreement.

**XIV.
Assignment**

Neither this Agreement nor any duties or obligations under it shall be assignable by Vendor without the prior written acknowledgment and authorization of Buyer.

Copies of this Contract shall be given to:

Rowland Folensbee, Ph.D.
6565 W. Loop South, Suite 600
Bellaire, Tx. 77401

Special Education Department
ATTENTION: Thomas R. Kelchner, Ed.D.
GCCISD Special Education Department
P.O. Box 30
Baytown, Texas 77522

713-592-8952(office)
(cell)
(fax)

281- 420-4520

This Contract shall commence on September 1, 2010, and end on or before June 30, 2011. Payments will be made monthly up to and including 30 days from the date of the invoice.

Rowland Folensbee, Ph.D.

Toby York, Ed.D.
Superintendent of Schools

Date

Date

259-72-6918

Social Security # or ID#

SCHOOL BOARD AGENDA ITEM SUMMARY

August 23, 2010

SUBJECT: CONSIDERATION OF INTERLOCAL CONTRACT WITH THE E-2 GROUP, INC.

RECOMMENDED ACTION: Approve contract and compensation for services rendered in an amount not to exceed \$61,850.00 between September 01, 2010, and June 30, 2011.

RATIONALE: To pay for services to provide collaborative teaching consultation including on-site technical assistance, workshops, and trainer-of-trainer sessions.

BUDGET PROVISIONS/ACTION REQUIRED: 2010 - 2011 Federal Funds

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



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**THOMAS R. KELCHNER, Ed.D.
DIRECTOR OF SPECIAL EDUCATION**

DATE: August 16, 2010
TO: Suzanne Heinrich
FROM: Tom Kelchner
SUBJECT: **E2 Contract**

The proposed contract for E2Group, Inc. is a continuation of services originally approved by the Board of Trustees in Fall 2009. Dr. Tracy Knickerbocker, President, has been retained in order to assist the Special Education Department with the development and implementation of a comprehensive training program to support our inclusion initiative. The training includes special program scheduling, differentiated instruction, and collaborative teaching strategies.

Please let me know if you need further information.

**CONTRACT BETWEEN THE
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
SPECIAL EDUCATION DEPARTMENT
AND
THE E-2 GROUP, INC.**

**I.
Term**

This Agreement shall be for the period beginning **September 01, 2010** and ending **June 30, 2011**.

II.

The E-2 Group, Inc. ("Vendor") agrees to provide:

Collaborative teaching consultation including on-site technical assistance, workshops, and trainer-of-trainer sessions. The E-2 Group also agrees to provide the GCCISD Special Education Department with documentation, certification, resume, and/or other information verifying **THE E-2 GROUP, INC.** is qualified to provide those services listed above for **Goose Creek Consolidated Independent School District ("buyer")** at the rate of \$1,350.00 per day for a maximum of 43 days plus \$3,800.00 allocated for total contract travel expenses. The total contract amount not to exceed **\$61,850.00** for services rendered between **September 01, 2010** and **June 30, 2011**.

In the event the regular professional is absent, Vendor will seek to provide a substitute professional to provide the services contracted for.

Vendor will bill for extra-duty work, such as faculty meetings, as approved by Buyer.

**III.
Indemnity**

THE E-2 GROUP, INC. SHALL INDEMNIFY AND HOLD HARMLESS GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, ITS BOARD OF TRUSTEES, OFFICERS, ADMINISTRATORS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF THE E-2 GROUP, INC. OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

**IV.
Relationship**

It is understood and agreed that Vendor is an independent contractor. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Vendor and Buyer or agent of Buyer. The Agreement does not create a joint venture or business partnership under Texas law. Vendor 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 Vendor's employees, agents, volunteers, and representatives. Vendor agrees that Buyer has no responsibility for any conduct of any Vendor employee, agent, volunteer, or representative.

**V.
Termination**

This Agreement may be terminated by either party without cause with thirty (30) days advance written notice. Buyer may by written notice at any time terminate this Agreement if the Vendor fails to comply with a provision of this Agreement.

**VI.
Authorization**

Each party acknowledges that this Agreement has been authorized by the governing body of each party to the Agreement.

**VII.
Notice**

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be transmitted by certified mail, return receipt requested. Notice to shall be sufficient if made or address as follows:

THE E-2 GROUP, INC.
7714 SILENT FOREST DR.
SUGAR LAND, TEXAS, 77479

Goose Creek Consolidated Independent School District
Attn: Dr. Toby York, Superintendent
P.O. Box 30
Baytown, Texas 77522

**VIII.
Governing Law**

This Agreement shall be construed under and in accordance with the policies of the District, federal laws and state laws of the State of Texas.

**IX.
Confidentiality**

Vendor agrees to respect the confidentiality of all records to which it has access while performing the services under the Agreement.

**X.
Entire Agreement**

This Agreement and all exhibits or memorandum attached hereto represent the entire and exclusive agreement between the parties thereto and replace in their entirety any previous agreement, written or oral.

**XI.
Severability**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XII.
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.

**XIII.
Amendment**

This Agreement may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Agreement.

**XIV.
Assignment**

Neither this Agreement nor any duties or obligations under it shall be assignable by Vendor without the prior written acknowledgment and authorization of Buyer.

The E-2 Group, Inc.
Attn: Tracy Knickerbocker
7714 Silent Forest Dr.
Sugar Land, Texas 77479

800-282-5491
tknick@the E2group.com

Special Education Department
ATTENTION: Dr. Tom Kelchner
GCCISD Special Education Department
P.O. Box 30
Baytown, Texas 77522

281- 420-4520

This Contract shall commence on September 1, 2010 and end on or before June 30, 2011. Payments will be made monthly up to and including 30 days from the date of the invoice.

THE E-2 GROUP, INC

Toby York, Ed.D.
Superintendent of Schools

Date

Date

Social Security # or ID#

SCHOOL BOARD AGENDA ITEM SUMMARY

August 23, 2010

SUBJECT: CONSIDERATION OF INTER-LOCAL AGREEMENT SAFE SCHOOLS PROJECT FULL SERVICE PACKAGE WITH REGION IV EDUCATION SERVICE CENTER

RECOMMENDED ACTION: Approve the Inter-local Agreement with Region IV from September 1, 2010 to August 31, 2011 to provide criminal history checks for prospective employees and volunteers.

RATIONALE: This inter-local agreement will provide unlimited criminal history searches in 190 databases for volunteers and 719 nationwide checks for prospective employees. The new agreement will be \$24,437.50. The savings for the 2010-2011 school year will be \$6,065.50.

BUDGET PROVISIONS/ACTION REQUIRED: 2010-2011 Budget

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron P. Terrier
Ms. Susan Moore-Fontenot

August 23, 2010

TO: DR. TOBY YORK

FROM: Susan Moore-Fontenot

**SUBJECT: INTER-LOCAL AGREEMENT
(2010-2011 Safe Schools Project Full Service Package Renewal)**

Attached please find the District's 2010-2011 Safe Schools Project Full Service Renewal Package with Region 4 Education Service Center for your signature of approval.

Listed below is a review of the plan usage for the previous fiscal years and the recommendation for the 2010-2011 school year.

SCHOOL YEAR	NO. NAT'L CHECKS ALLOCATED IN CONTRACT	ACTUAL NO. NAT'L CHECKS COMPLETED	GCCISD FTE COUNT	COMPLETED INSTANT SEARCHES	REGION IV INTER-LOCAL PLAN PURCHASED	ANNUAL COST
2006-2007	1,141	883 (as of 8/10/07)	2,281	7,293	#4	\$29,653
2007-2008	1,008	908 (as of 6/4/08)	2,521	10,349	#3	\$27,731
2008-2009	1,057	804 (as of 8/13/09)	2,642	7,635	#3	\$29,062
2009-2010	1,109	582 (as of 8/3/10)	2,875	7,504 (as of 9/1/09 to 8/3/10)	#3	\$30,503
2010-2011	719	Projected 625	TBD	TBD	#1	\$24,437.50
Difference (Y-T-Y)	-390	TBD	TBD	TBD	TBD	-\$6,065.50

You might recall that we scaled back on the employee categories in which checks were run due to the newly designed packages that began in 2006-2007.

By selecting Region IV Inter-local Plan #1 for 2010-2011, the District will realize a savings of \$6,065.50. This savings is primarily attributable to Senate Bill 9 which also requires some categories (i.e., new non-certified employees) to pay for fingerprinting and a National Criminal History Check prior to being hired. **I am recommending we renew the Region IV Inter-local Agreement with Package #1 for the 2010 -2011 school year.** A copy of the agreement is attached.

Feel free to contact me if you have questions.

Enclosures: 2010-2011 Inter-local Agreement with Region 4

xc: Dr. Byron Terrier
N: Safe Schools/Safe Schools Agreement 2010

INTER-LOCAL AGREEMENT
Safe Schools Project Full Service Package
Region 4 Education Service Center
September 1, 2010 – August 31, 2011
Contracting Parties

Goose Creek Independent School District
 Name of District

101 911
 County - District Number

Region 4 Education Service Center

101 950
 County - District Number

This agreement is effective immediately and shall be automatically renewed for each successive one-year period, subject to agreement by the parties to any price change, unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon sixty (60) days prior written notice, or also may be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed

Authority for such services is granted under Chapter 791.001 to 791.029 of the Government Code, V.T.C.A., as amended. The purpose of the Region 4 ESC Safe Schools Project is to provide criminal background checks of applicants for employment as well as active employees and volunteers for member school districts through a program coordinated with First Advantage Enterprise Screening Corporation, doing business as (dba) the Safe Schools Project.

Role of the Safe Schools Project includes the following:

1. **INSTANT FIRST INQUIRY CRIMINAL RECORD CHECK.** The district will have unlimited access to the Safe School Project's First Inquiry criminal record data center which provides instant access to over 200 criminal record databases including information from the Texas Department of Public Safety, Texas Department of Corrections, sex offender data from all 50 states, individual county criminal records, and criminal records files from other states. First Inquiry can be used on an unlimited basis for screening of applicants, current employees, volunteers and all other personnel. If additional databases are acquired by the Safe Schools Project, they will be added to the First Inquiry criminal record check.
2. **BATCH PROCESSING OF FIRST INQUIRY CRIMINAL RECORDS CHECKS.** All personnel can be batched processed through First Inquiry with results of the entire batch returned to the district.
3. **DISPUTE RESOLUTION SERVICE.** The Dispute Resolution program relieves the school staff from the dealing with any person who disputes the accuracy of a criminal record. The school district will give the person the 1-800 phone number as found on the Safe Schools website and, after resolution, the district will be notified of the results.
4. **CONSULTING SERVICES RELATED TO CRIMINAL RECORDS, PERSONNEL POLICIES AND PROCEDURES.** The school district will have access to comprehensive administrative and personnel management consulting relating to criminal records via e-mail access

to consult@safe-schools.com. This includes access to sample applications and forms to help insure that appropriate policies and procedures are in place to deal with criminal history information.

5. **SOCIAL SECURITY NUMBER TRACE AND SEARCH OF COUNTY CRIMINAL RECORDS IN IDENTIFIED COUNTIES OF RESIDENCE NATIONWIDE.** This search is performed as follows. A social security number trace is conducted to identify counties of current and prior residence, typically going back approximately 7 to 10 years. The criminal record check is then conducted by performing a search of the available county criminal record files (anywhere in the U.S.) in all counties of residence identified by the social security number trace and submitted by the school district. A First Inquiry Criminal Record Check (see Number 1 above) is also performed. With the exception of unforeseen circumstances such as weather, courthouse closures, and interruptions beyond control of the Safe Schools Project, results of the criminal record searches will be typically returned within 2 to 3 business days following the day of receipt of the request.
6. **AUTOMATED SEARCH OF SAFE SCHOOLS PROJECT ARCHIVES.** A search of the archives of all previous Safe Schools Project county by county criminal record checks will be performed prior to initiating a new county by county criminal record check. If a criminal record is found in the automated search of the archives, the need for a new nationwide County Criminal Record check may be eliminated depending on the school district's policy.

LIMITATION OF LIABILITY. Neither party nor their agents shall be liable for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages whether incurred as a result of negligence or otherwise. It is also understood that since the jurisdictions compiling the databases contained in First Inquiry do not always receive all records from sources covered by their jurisdictions and since such databases are updated on a periodic basis, not all criminal conviction records are contained in First Inquiry. A Social Security Number trace and county by county criminal record check, as described in Section 5 above, might reveal records not identified by First Inquiry. It is also understood that it is possible that records reported from First Inquiry may not be the same as the person being checked due to the similarity of demographic identifiers, particularly with regard to persons with common names (i.e., there could be more than one person with the same first and last name and date of birth). As a result, it is understood that the First Inquiry database search should always be used in conjunction with a further criminal record check in instances where First Inquiry indicates the existence of an applicable criminal record. It should be understood that a criminal record search from any source represents a snapshot of the records which are searched.

Role of the Member School District

1. Commit to participate in the program by an authorized signature in the appropriate space below.
2. Designate a district contact administrator.
3. Select applicable package:
 - Package 1 consisting of items 1 - 6 above including county by county criminal record checks on number of persons up to 25% of most recent TEA FTE District Snapshot Count, (i.e., checks on up to 719 persons) for an annual fee equal to \$8.50 X FTE Count (i.e., \$8.50 X 2,875 FTE's = \$24,437.50) to be paid at beginning of term. Additional county by county criminal record checks, if any, will be billed monthly at a rate of \$22.00 per unique name (i.e. maiden name, other married name). All court costs in performing county by county criminal record checks will be absorbed by the Safe Schools Project.
 - Package 2 consisting of items 1 - 6 above including county by county criminal record checks on number of persons up to 30% of most recent TEA FTE District Snapshot Count, (i.e., checks on up to 863 persons) for an annual fee equal to \$9.00 X FTE count (i.e., \$9.00 X 2,875 FTE's = \$25,875.00) to be paid at beginning of term. Additional county by county criminal record checks, if any, will be billed monthly at a rate of \$22.00 per unique name (i.e. maiden name, other married name). All court costs in performing county by county criminal record checks will be absorbed by the Safe Schools Project.

- Package 3 consisting of items 1 - 6 above including county by county criminal record checks on number of persons up to 40% of most recent TEA FTE District Snapshot Count, (i.e., checks on up to 1,150 persons) for an annual fee equal to \$11.00 X FTE count (i.e., \$11.00 X 2,875 FTE's = \$31,625.00) to be paid at beginning of term. Additional county by county criminal record checks, if any, will be billed monthly at a rate of \$22.00 per unique name (i.e. maiden name, other married name). All court costs in performing county by county criminal record checks will be absorbed by the Safe Schools Project.
- Package 4 consisting of items 1 - 6 above including county by county criminal record checks on number of persons up to 50% of most recent TEA FTE District Snapshot Count, (i.e., checks on up to 1,438 persons) for an annual fee equal to \$13.00 X FTE count (i.e., \$13.00 X 2,875 FTE's = \$37,375.00) to be paid at beginning of term. Additional county by county criminal record checks, if any, will be billed monthly at a rate of \$22.00 per unique name (i.e. maiden name, other married name). All court costs in performing county by county criminal record checks will be absorbed by the Safe Schools Project.

Authorization:

Region 4 Education Service Center has executed a contract with First Advantage Enterprise Screening Corporation, dba the Safe Schools Project and may execute inter-local agreements with other government entities under Government Code Chapter 791.001.

Please send a signed Inter-local Agreement to Region 4 ESC, Attn: Deputy Executive Director, Support Services, 7145 W. Tidwell, Houston, Texas, 77092.

Goose Creek Independent School District
School District

Region 4 ESC
Service Center

Designated School Administrator

Robert A Pechacek
Deputy Executive Director/CFO

Date
Susan Moore-Fontenot

Date

Contact Person

Bob Baker-Contact Person
Deputy Executive Director/Support Services

4544 I-10 East Freeway
Street Address

7145 W. Tidwell
Street Address

Baytown, Texas 77521
City, State Zip

Houston, Texas 77092
City, State Zip

281-420-4860
Contact's Telephone Number

(713) 744-6542
Contact's Telephone Number

smoorefontenot@gccisd.net
Contact's E-Mail Address

SCHOOL BOARD AGENDA ITEM SUMMARY

August 23, 2010

SUBJECT: CONSIDERATION OF BUDGET AMENDMENTS

RECOMMENDED ACTION: Approve Amendments No. 32 and 33 as stated in Section 23.47 of the Texas Education Code and reflect the amendments in the official minutes of the Board of Trustees.

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

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

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Pape

**Goose Creek Consolidated Independent School District
Estimated Total General Fund Balance
As of August 23, 2010**

Audited General Fund Balance as of August 31, 2009 (net of inventory and prepaid items)	\$64,607,044
General Fund Balance Designations at August 31, 2009:	
Disaster Recovery	<u>(\$5,500,000)</u> <u>(\$5,500,000)</u>
Adjusted Audited Unreserved General Fund Balance as of September 1, 2009	<u>59,107,044</u>
<u>Fund Balance Budget Amendments</u>	
09/14/09 #1 Building Improvements - MOTS Parking	(490,573)
09/14/09 #2 Security Deposit and Rent for New Warehouse Facility	(105,000)
09/14/09 #4 West Town/Pumphrey Relocation	(1,780,578)
09/28/09 #5 Demolition of Lindberg Warehouse	(200,000)
10/26/09 #6 School-Based Clinic Installation	(121,200)
10/26/09 #7 Construction Activities Due To West Town Closing	(6,742,694)
10/26/09 #10 Roll-forward Purchase Orders from 2008-2009	(1,998,885)
11/09/09 #11 Land Acquisition - Former Hasty Storage Facility	(1,540,000)
12/14/09 #15 Land Acquisition - 4.82 Acres on Bayway Drive	(500,000)
01/11/10 #16 Rental of Property for School Community Guidance Center	(74,600)
03/29/10 #21 Operating Transfer In from Self-Funded Health Insurance	770,438
05/24/10 #26 Facilities Condition Assessment and Pre-Bond Planning	(655,046)
Total Change in Fund Balance	<u>(\$13,438,138)</u>
Current Estimated General Fund Balance	<u>\$45,668,906</u>

BUDGET AMENDMENT

Amendment No. 32
 General Fund
 Fund No. 199
 Local Maintenance Fund

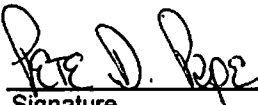
APPROPRIATIONS (DECREASE)

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-11-6119-00-999-0-11-000	Salaries - Instructional	\$ 2,994,522	\$ (320,000)	\$2,674,522
199-81-6629-00-920-0-99-855	Building Improvements	454,205	(35,000)	419,205
199-81-6629-00-920-0-99-852	Building Improvements	4,137,566	(500,000)	3,637,566
	TOTAL	<u>\$ 7,586,293</u>	<u>\$ (855,000)</u>	<u>\$6,731,293</u>

APPROPRIATIONS INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-12-6119-00-999-9-99-000	Salaries - Instructional Resources and Media	\$ 80,000	\$ 125,000	\$ 205,000
199-33-6119-00-999-9-99-000	Salaries - Health Services	62,114	20,000	82,114
199-34-6119-00-999-9-99-000	Salaries - Student Transportation	7,509	175,000	182,509
199-36-6119-00-999-9-99-000	Salaries - Student Transportation	18,666	10,000	28,666
199-51-6119-00-999-9-99-000	Salaries - Plant Maintenance and Operations	5,944	500,000	505,944
199-53-6119-00-999-9-99-000	Salaries - Data Processing Services	28,266	25,000	53,266
	TOTAL	<u>\$ 202,499</u>	<u>\$ 855,000</u>	<u>\$1,057,499</u>

This amendment to redistribute appropriations between functions is requested by Pete Pape, Chief Financial Officer, to cover shortages in certain salary accounts due to the adopted budget being based on average salaries and to cover utilities expenses due to late implementation of energy management plan. This amendment does not take monies from fund balance, it only moves monies from one function to another. Implementation of the energy management plan for the full 2010/11 school year should ensure staying within the utilities budget.



 Signature

BUDGET AMENDMENT

Amendment No. 33
 General Fund and Special Revenue Fund
 Fund No. 199 & 240
 Local Maintenance Fund and Food Service Fund

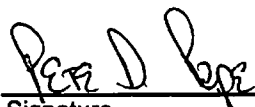
REVENUE INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
	Local Maintenance Fund			
199-00-5831-00-000-0-99-000	Revenue - TRS	\$ 6,500,000	\$ 1,142,638	\$ 7,642,638
240-00-5831-00-000-0-99-000	Food Service Revenue - TRS	\$ 161,233	\$ 20,500	\$ 181,733

APPROPRIATIONS INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-11-6144-00-999-0-11-000	TRS On-behalf	\$ 4,110,165	\$ 773,917	\$ 4,884,082
199-12-6144-00-999-0-99-000	TRS On-behalf	92,675	18,131	110,806
199-13-6144-00-999-0-99-000	TRS On-behalf	64,014	4,467	68,481
199-21-6144-00-999-0-99-000	TRS On-behalf	121,390	12,226	133,616
199-23-6144-00-999-0-99-000	TRS On-behalf	479,950	83,887	563,837
199-31-6144-00-999-0-99-000	TRS On-behalf	235,367	62,227	297,594
199-32-6144-00-999-0-99-000	TRS On-behalf	33,876	895	34,771
199-33-6144-00-999-0-99-000	TRS On-behalf	68,400	14,449	82,849
199-34-6144-00-999-0-99-000	TRS On-behalf	149,329	30,766	180,095
199-36-6144-00-999-0-99-000	TRS On-behalf	103,793	24,936	128,729
199-41-6144-00-999-0-99-000	TRS On-behalf	179,119	27,116	206,235
199-51-6144-00-999-0-99-000	TRS On-behalf	396,360	70,835	467,195
199-52-6144-00-999-0-99-000	TRS On-behalf	24,475	8,027	32,502
199-53-6144-00-999-0-99-000	TRS On-behalf	525,000	10,759	535,759
		<u>\$ 6,583,913</u>	<u>\$ 1,142,638</u>	<u>\$ 7,726,551</u>
240-35-6144-00-999-0-99-000	TRS On-behalf	\$ 161,233	\$ 20,500	\$ 181,733

This amendment to increase estimated revenues and appropriations \$1,142,638 in the General Fund and \$20,500 in the Food Service Fund is requested by Pete Pape, Chief Financial Officer, to cover TRS On-behalf Payments.



 Signature

SCHOOL BOARD AGENDA ITEM SUMMARY

August 23, 2010

SUBJECT: CONSIDERATION OF 2010-2011 CERTIFIED APPRAISERS FOR THE TEACHER APPRAISAL SYSTEM AND 2010-2011 TEACHER APPRAISAL CALENDAR

RECOMMENDED ACTION: Approve the 2010-2011 Appraisers for the Teacher Appraisal System and the 2010-2011 Teacher Appraisal Calendar.

RATIONALE: Board Policy requires approval of appraisers and calendar on an annual basis.

BUDGET PROVISIONS/ACTION REQUIRED: None

RESOURCE PERSONNEL: Dr. Byron P. Terrier
Ms. Susan Moore-Fontenot

August 23, 2010

TO: DR. TOBY YORK

FROM: Susan Moore-Fontenot

**SUBJECT: BOARD APPROVAL OF 2010 - 2011 CERTIFIED TEACHER APPRAISERS
AND 2010 - 2011 TEACHER APPRAISAL CALENDAR**

CERTIFIED APPRAISERS

By Board Policy, the Professional Development Appraisal System (PDAS) guideline states, "Certified appraisers other than the teacher's supervisor must:

- ❖ be approved by the Board of Trustees,
- ❖ hold a valid teaching certificate, and
- ❖ have at least three (3) years of pre-kindergarten, elementary, or secondary teaching experience."

19 TAC §150.1006(c) states: "Before conducting an appraisal, an appraiser must be certified by having satisfactorily completed uniform appraiser training, including required Instructional Leadership Development (ILD) certification, with a trainer and curriculum approved by the Commissioner of Education. Periodic recertification and training shall be required." Each person listed on the roster has completed the required state PDAS training. The date recorded by each appraiser's name is the date of completion of the ILD certification. Appraisers who have not completed the PDAS and ILD courses are not eligible to appraise until completing the required certification. Upon completion of the PDAS and ILD certification, their names will be submitted to the Board at a subsequent meeting.

To allow building principals the flexibility to assign assistant principals and other district administrators as appraisers, we are recommending that all principals, assistant principals, and instructional support personnel be approved as certified appraisers for the 2010-2011 school year.

APPRAISAL CALENDAR

The Texas Education Agency (TEA) amended the rules concerning teacher appraisals effective February 17, 2010. A new section was added to 19 TAC § Chapter 150.1010 which requires each school district to report the summary of the evaluation scoring of teacher appraisals for all campuses in the

District at the end of the 2010-2011 school year. The Goose Creek PDAS (GCPDAS), the District's local appraisal instrument, may not provide qualitative data for the state's report. The District is encouraging teachers to utilize the Professional Development and Appraisal System (PDAS), the state's appraisal instrument, in order to collect data required for this report. A calendar is included for PDAS and GCPDAS. The district will also implement Eduphoria PDAS, an online appraisal management software system that is used by more than 50% of school districts in Texas (i.e. Katy, Crosby, Galena Park, etc.) Eduphoria generates reports which will help teachers and administrators improve student achievement. In addition, by using Eduphoria, the District will be in position to produce the data more efficiently for the state's report. The state will use this data in the future to apply for federal funding.

The Board will need to approve the roster of Certified Teacher Appraisers and the Appraisal Calendar for the 2010-2011 school year.

Should you need additional information, please feel free to contact me.

/gsd

Attachments

- 1) 2010-2011 Certified Appraisers
- 2) 2010-2011 Teacher Appraisal Calendar

2010-2011 CERTIFIED TEACHER APPRAISERS

Janci Alexander (7/5/01)	Clara Eaglin (6/16/02)	Vicki McClain (7/31-8/1/02)	Carrie Smith (5/8/07)
Gary Allen (8/29-9/2/05)	Travis Edwards (5/7-8/03)	Virginia McKay (7/31-8/01/02)	Laura Smith (9/17/03)
Ann Arena (1/11/02)	Mary Fontenot (7/20/02)	Julie McReynolds (Summer 2008)	Richard Smith (6/29/05)
Leslie Ashby (9/11-15/00)	Kevin Foxworth (7/31-8/01/02)	Renee Meyer (8/9/2006)	Karen Smithson (9/14/07)
Beatrice Baca (7/16/09)	David Gillings (6/24/06)	Susan Moore-Fontenot (7/29-30/02)	Mike Stangle (7/29-30/02)
Heather Barrett (7/26/02)	Brenda Gongora (7/29-30/02)	Erica Navejar (7/9/09)	Frederick Steubing (6/15/07)
Don Beck (7/26/04)	Sarah Griggs-Chase (5/7-8/02)	Nancy Nouis (10/22/03)	Christi Taff-Leath (3/28/03)
Patricia Bing (1/27/03)	Susan L. Griffin (6/16/06)	Candy Ochoa (9/11-15/06)	Byron Terrier (7/22-26/02)
Matthew Bolinger (1/14/09)	Gary Guy (7/29-30/02)	Susan Passmore (10/24/03)	Karen Thomas (6/2/04)
Geraldine Borel (12/16/02)	Edwin Hall (8/29-9/2/05)	Ruth Perrin (7/05/01)	Pauline Timmons Brown (12/15/03)
Bernard Cannariato (9/12-13/02)	Suzanne Heinrich (6/12-13/02)	Norma Picacio-Jones (9/18-25/03)	Jessica Tracy (6/16/06)
Blanca Capetillo (Spring 2006)	Eric Henrichsen (Summer 2006)	Maritza Pruitt (12/08/04)	Rachel Vaughan (8/9/06)
Juan Castillo (8/02/03)	Laura Henry (7/29-30/02)	James Purifoy (10/9/2008)	Timothy Vaughn (10/1/09)
Alice P. Clayton (5/07/02)	Stephen Herring (7/29-30/02)	Susie Raymundo (7/31-8/1/02)	Michelle Verdun (8/5-6/02)
Barrett Cobb (7/25/02)	Elizabeth Horner (6/13/08)	Precious Reimonenq (9/11-15/06)	Michael Wahl (6/15/01)
Karen Coffey (1/13-17/03)	Susan Jackson (6/19-23/2000)	Laura Reyes (7/29-30/02)	Sarah Wahl (7/13/01)
Michael Coopersmith (5/10/05)	Rolanda Nichole Johns (2/24/09)	Al Richard (9/12-13/02)	Stephen Warford (6/2005)
Diana Cox (7/29-30/02)	Suzanne Keith (7/29-30/02)	Michael Riojas (7/05/01)	Kelley Watt (5/2007)
Maria T. Coy (7/29-30/02)	Thomas Kelchner (7/15/10)	Rebecca Robins (7/29-8/1/02)	Rae Wilson (5/7/01)
Cherissa Crawford (7/29-30/02)	Rick Kirk (5/8/2002)	Marcelino Rodriguez (6/13/08)	Jennifer D. Winans (6/13/09)
Michael Curl (7/14-18/08)	Steve Koester (7/31-8/1/02)	Maria Rosas-Gonzalez (5/3/05)	Ronald Wyatt (7/19-23/04)
Ami Davis (5/09/05)	Jaimie Lannou (1/9/08)	Monelle Rougeau (6/16/02)	David Yezpe (7/31-8/1/02)
Bruce Davis (7/29-30/02)	Marshall Land (12/11/00)	Loretta Salazar (7/29-30/02)	Toby York (6/16-17/03)
Mary Davis (1/14/05)	Enid Lindsey (7/29-30/02)	Stephanie Sanchez (9/11-15/06)	Rachelle Ysquierdo (5/14/04)
Shelley Deakle (7/8/04)	Gregory Lynd (7/29-30/02)	Robert Shaw (6/30/02)	
Rachel DeLeon (7/31-8/1/02)	Holli Malloy (4/2006)	Jacqueline Shuman (6/10/05)	
Carol Renea Dillon (Spring 2000)	Larry Martinez (7/31-8/1/02)	Toni Shuman (7/15/2005)	

2010-2011 Goose Creek CISD Teacher Appraisal Calendar

ACTIVITY	TASK	TIME FRAME												
Teacher Orientation	Must be provided for teachers no later than the final day of the first three weeks of school and at least three weeks before the first observation.	By September 10, 2010, school year												
<i>Deferred PDAS Appraisal Agreement Form</i>	<i>Eligible teachers not on PDAS must sign form and submit to appraiser.</i>	By October 1, 2010												
Teacher Input: Teacher Self-Report Form (PDAS) Goose Creek Instructional Goal Plan Form (GCPDAS)	Complete appropriate sections of the Teacher Self-Report Form (PDAS) according to time frame. Complete appropriate sections of Goose Creek Instructional Goal Plan Form (GCPDAS) according to time frame.	<ul style="list-style-type: none"> • <i>TSR Section I (PDAS) and Description of Goals, Resources, Planned Evidence (Fall), and Sources (GCPDAS) no later than the last day of the first six weeks of school – October 1, 2010</i> • <i>TSR Sections II & III (PDAS) and Evidence (Spring) and Teacher Comments on Progress Toward Goal (GCPDAS) no later than two weeks prior to summative annual conference.</i> 												
Teacher Appraisal/ Cumulative Data Walk-Through	<p align="center">PDAS:</p> Participate in <i>appraisals</i> based on District appraisal calendar. A one-day window is used for <i>appraisals</i> .	According to district calendar and no later than 15 working days before the last day of instruction for students. No appraisals (PDAS) or walk-throughs (GCPDAS):												
	<p align="center">GCPDAS or PDAS:</p> All walk-through <i>appraisals</i> are unannounced.	<table border="0"> <tr> <td>August 23-31</td> <td>February 18, 22</td> </tr> <tr> <td>September 1-10</td> <td>March 11, 21</td> </tr> <tr> <td>October 8, 12</td> <td>April 21, 25</td> </tr> <tr> <td>November 23, 29</td> <td>May 12-31</td> </tr> <tr> <td>December 16-17</td> <td>June 1 - 3</td> </tr> <tr> <td>January 4, 14, 18</td> <td></td> </tr> </table>	August 23-31	February 18, 22	September 1-10	March 11, 21	October 8, 12	April 21, 25	November 23, 29	May 12-31	December 16-17	June 1 - 3	January 4, 14, 18	
	August 23-31	February 18, 22												
	September 1-10	March 11, 21												
	October 8, 12	April 21, 25												
	November 23, 29	May 12-31												
December 16-17	June 1 - 3													
January 4, 14, 18														
<p><u>According to District calendar, no appraisal or walk-through the day before, on, or day after TAKS testing or holiday. Exception: Appraisal or walk-through may be held before or after TAKS if campus does not administer TAKS or recognize Early Release Day.</u></p>														
Appraiser schedules appraisal by one-day window (PDAS). Appraiser conducts unannounced walk-through appraisal (GCPDAS or PDAS).	Between September 13 and May 11													
Complete OS (PDAS) or Cumulative Data Walk-Through Form (GCPDAS)	Within 10 school days following observation or walk-through.													
<p align="center">PDAS or GCPDAS:</p> Second appraiser (Optional at teacher request: scheduled by one-day window) Complete OS and SAAR	Between September 13 and May 11 Within 5 school days before the summative conference.													
Formative Conference	Appraiser with each teacher and second appraiser (optional)	Within 10 school days following observation and by May 11.*												
Mid-Year Appraisal History Report		By December 15												
Mid-Year Conference	Recommended, not required. Discuss: <ul style="list-style-type: none"> • Professional Development Activities • Walk-Through(s) • Cumulative Data 	By February 4												
Teacher in Need of Assistance	Teacher scores below expectations on two domains, or unsatisfactory on one domain <u>or</u> if principal requires.	When required or needed.												
Summative Annual Conference	Items to review: <ul style="list-style-type: none"> • Teacher Self-Report Form (PDAS) or Instructional Goal Plan Form (GCPDAS) • Summative Annual Appraisal Report • Cumulative Data • Professional Development Portfolio Participate in additional conference with the teacher supervisor if any new documentation collected after the initial summative conference affects the teacher's evaluation on any domain. Review the revised written annual summative report.	<p>**No later than <u>May 11, 2011</u> unless waived in writing by the teacher.</p> <p>After an initial summative annual conference but before the end of the contract term during any one school year.</p>												

*Any probationary teacher who will not be recommended for contract renewal, continuing contract teacher who will not be recommended for contract extension, or continuing contract teacher who will be recommended to return to probationary contract must have a summative conference by February 18. Any documentation collected after the conference, but before the end of the instructional year for students, may be used to reopen the evaluation record if the data will affect the teacher's domain and overall summary performance score. Another summative conference shall be held to inform the teacher of the change by May 11.

**Any teacher on probationary contract who will be recommended for contract renewal, and any teacher on continuing contract for which there is no recommended change, must have a summative conference by May 11 unless waived in writing.

Goose Creek CISD 2010-2011 Instructional Calendar

Goose Creek PROUD



JULY						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER						
S	M	T	W	Th	F	S
						4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

9-12 New Teacher Orientation
 16-19 District Staff Development Days
 20 Teacher Work Day
 23 First Day of Instruction

6 Labor Day Holiday
 22 PK-8 Early Release

OCTOBER						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

First Semester
 August 23-October 1 29 days
 October 4-November 5 24 days
 November 8-December 17 27 days
First Semester Total 80 days

Second Semester
 January 4-February 17 32 days
 February 22-April 15 34 days
 April 18-June 2 31 days
Second Semester Total 97 days

Days of Instruction 177 days
 Total - Staff Development 5 days
 Total - Staff Development Exchange 2 days
 Total - Teacher Workdays 3 days

Contract Days 187 days

Graduation Day
 Robert E. Lee High School
 Thursday, June 2, 2011

Goose Creek Memorial High School
 Friday, June 3, 2011

Ross S. Sterling High School
 Saturday, June 4, 2011

11 Columbus Day Holiday
 19-22 TAKS Exit Re-Tests

10 PK-8 Early Release
 24-26 Thanksgiving Holiday

16 HS Final Exam/HS Students Early Release
 17 HS Final Exam/ District Early Release
 20-21 District Staff Exchange Day/Student Holiday
 22-31 Winter Holiday

JANUARY						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MARCH						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

3 Faculty Work Day
 4 First Day of Instruction/Second Semester
 17 Martin Luther King Jr. Holiday

18 Staff Development/Student Holiday
 21 Bad Weather Day

1-4 TAKS Testing and Re-Test
 14-18 Spring Break

APRIL						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MAY						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- First Day of Instruction
- Holiday
- Staff Development/Exchange Day (Student Holiday)
- Early Release Day High School Only
- Bad Weather Day
- New Teacher Orientation
- District Early Release
- TAKS Testing Day
- PreK-8 Early Release Day
- Staff Development Student Holiday
- Faculty Workday (Student Holiday)
- PreK-12 Beginning/Ending of Report Period

4-5 TAKS Testing
 22 Good Friday Holiday
 25-29 TAKS Testing

11 PreK - 8 Early Release
 17 TAKS Testing
 20 Bad Weather Day
 30 Memorial Day - Holiday

1 HS Final Exam/HS Students Early Release Only
 2 HS Final Exam/District Early/Last Day of Instruction/Staff Full Workday
 3 Faculty Work Day

281-420-4800
www.gccisd.net

SCHOOL BOARD AGENDA ITEM SUMMARY

August 23, 2010

SUBJECT: CONSIDERATION OF INTERLOCAL AGREEMENT WITH HARRIS COUNTY DEPARTMENT OF EDUCATION FOR FUNDING FOR THE 21ST CENTURY COMMUNITY LEARNING CENTERS (CCLC) CYCLE 5 YEAR 3 GRANT

RECOMMENDED ACTION: Approve the Interlocal Agreement between Harris County Department of Education and Goose Creek CISD for the operation of the 21st Century Community Learning Centers (21st CCLC). [Cycle 5, Year 3 Grant at Robert E. Lee High School]

RATIONALE: Approval for 21st CCLC program funding allows the school district to use Cycle 5, Year 3: \$112,500 total for after school and adult services at Robert E. Lee High School. Services include core educational services, Enrichment and support activity, college and career readiness activities, community involvement, services to parents and other adult community members.

BUDGET PROVISIONS/ACTION REQUIRED: Program year is effective August 1, 2010 to July 31, 2011

RESOURCE PERSONNEL: Dr. Toby York
Ms. Suzanne Heinrich
Mr. Michael Wilson

**INTERLOCAL CONTRACT
BETWEEN
HARRIS COUNTY DEPARTMENT OF EDUCATION
AND
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract (“Contract”) is entered into by and between Harris County Department of Education (“HCDE”) and Goose Creek Consolidated Independent School District (“ISD”) for the purpose of providing TEA 21st Century Community Learning Center(s) Cycle 5 (“after-school program”) at select site(s) within the ISD.

I. PURPOSE

The ISD agrees to provide quality after-school programs at the site(s) specified in Exhibit B within the ISD. The ISD agrees to meet the following performance objectives:

- A. Participants will demonstrate educational and social benefits and exhibit positive behavioral changes.
 - 1. By the first and subsequent years of the project, increase the number of students that participate in after-school programs
 - 2. By the end of the project period, increase the overall academic performance of participating students in core skills, including reading, writing, mathematics, science and social studies as measured by formal and informal assessments of skills and abilities.
 - 3. By the end of the project period, increase improvement of participating students’ social and conflict resolution skills, as demonstrated by decreased disciplinary referrals in-school and out-of-school suspensions, and increased attendance at the participating schools.
 - 4. Increase participation in the number, variety, and quality of after-school activities in the ISD.
 - 5. Parents of participating students will demonstrate increased involvement in their child’s education as measured by the participation in program family activities, volunteerism at the school, and participation in the parent-teacher organization.
- B. The ISD will offer a range of high-quality educational, developmental, and recreational service at each specified site (“Center”).
 - 1. Core educational services. The Center will offer high quality services in core academic areas, e.g. reading and literacy, mathematics, and science.

2. Enrichment and support activities. The Center will offer enrichment and support activities such as nutrition and health, art, music, technology, and recreation.
3. College and career readiness activities. The Center will offer college and career readiness activities such as career fairs, guest speakers from various fields, and workshops on college application process.
4. Community involvement. The Center will establish and maintain partnerships within the community that continue to increase levels of community collaboration in planning, implementation, and sustaining programs.
5. Services to parents and other adult community members. The Center will offer services to parents, senior citizens, and other adult community members.
6. Extended hours. The Center will offer services at least 15 hours a week, 5 days per week and provide services for 20 hours a week for four weeks during the summer.

II. TERM

This Contract shall be for the period beginning August 1, 2010, and ending July 31, 2011. Subject to the receipt of sufficient funds from the Texas Education Agency for 21st Century Community Learning Centers by HCDE and HCDE's written approval, this Contract may be renewed for additional year(s).

III. PROGRAM DESCRIPTION AND REQUIREMENTS

- A. The ISD agrees to provide quality after-school programs as set out in the ISD's approved site description(s) and in accordance with the ISD's approved site description(s). A copy of the ISD's approved site description(s) and budget(s) are attached as Exhibit A and Exhibit B and are incorporated by reference into this Contract. The activities and services listed in the site description(s) are referred to collectively as the "Center Programs."

For the after-school program(s), the ISD agrees to:

1. Assist in the preparation of contracts, financial reports, requisitions, and inventory;
2. Serve as liaison between school staff, community members, and organizations in aligning Center programs with curriculum goals;
3. Organize a record keeping system to monitor Center goals, objectives, budgeting expenditures, and inventory;

4. Participate in ongoing evaluation and modification of the Center which will measure the achievement of the performance objectives stated in Section I
Participate in ongoing evaluation and modification of the Centers which will measure the achievement of the performance objectives stated in Section I, including mandatory Principal walk-through of programming once per term documented by the completion of the CASE Principal assessment tool;
5. Ensure the total number of individual students participating in the program will attend no less than 30 days of the total scheduled 21st Century Community Learning Centers activities.
6. Coordinate enrichment activities such as off-site learning experiences, speakers, and educational presentations;
7. Confer with prospective students and parents to initiate parental involvement activities;
8. Participate in screening processes to identify students interested in participating in the Center programs;
9. Serve as primary liaison with the transportation department in matters relating to students involved in the Center programs;
10. Establish and maintain a community support group that meets monthly for each center comprised of parents, students, service providers, community based organizations, and businesses;
11. Appoint a full time Coordinator to serve as the main contact at each campus. Only 90% of the salary can be paid using the 21st CCLC grant funds. The district must pay for the remainder of the Coordinator's salary.
12. Maintain active participation in the monthly CASE Collective with representation consisting of the Center coordinator, the Principal, and/or a representative elected by each Center support group.
13. Assist the Principal(s) and Center Coordinators in the selection and utilization of Center service providers as set out in the site description(s);
14. Assist Center Coordinators in coordinating the Center programs with that of the regular school's instructional programs;
15. Seek business and community financial support and other outside sources for funding to sustain the project beyond the grant period; and
16. Open the Center 5 days per week for 33 weeks during the school year and 4 weeks during the summer.

- B. The ISD agrees to provide after-school programs to students and parents in accordance with its site description(s). The ISD agrees to provide facilities and personnel necessary to operate the after-school program to students, parents, and community members as stated in its site description(s). The ISD will provide the after-school program at the school sites specified in Exhibit B. The ISD agrees that the services/activities for each after-school program will adhere to those in the grant proposal for the 21st Century Community Learning Centers Program submitted by HCDE to the Texas Education Agency.
- C. The ISD further agrees that it will comply with all terms and conditions of the Texas Education Agency grant awarded to HCDE under the 21st Century Community Learning Centers Program, including the applicable parts of the Education Department General Administrative Regulations (EDGAR) that govern the award and administration of this grant. Those regulations include, but are not limited to, regulations pertaining to reporting, regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract, and regulations pertaining to copyrights and rights in data. The ISD further agrees to abide by all of the guidelines developed by HCDE in furtherance of this Contract.
- D. The ISD agrees not to make any expenditure in excess of the budget submitted with the ISD's site description.
- E. For each Center, the ISD agrees to provide Center programs, facilities, and personnel necessary to operate the Center to students, parents and community members in accordance with its site description. The ISD will provide the Center(s) at the school sites specified in Exhibit B. The ISD agrees that the services/activities for each Center will adhere to those in the grant proposal for the 21st Century Community Learning Centers Program submitted by HCDE to the Texas Education Agency.
- F. The ISD agrees to receive HCDE's approval at least three weeks prior to making changes to the site description(s), including changes to the number or types of services provided; names of contractors or collaborators delivering services; hours of the program(s); the number and ages of children and adults served; dates of holidays; name of the site coordinator; or any other changes to the site description(s).
- G. The ISD agrees to maintain necessary records and accounts in order to assure that payments received from HCDE have been expended for the Center(s). The ISD agrees to provide these records and other information as required by HCDE. The ISD agrees to retain all required records for three years after HCDE makes final payments to ISDs and all other pending matters are closed. The ISD will submit to HCDE verification of employment status for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.
- H. The ISD shall furnish operating reports to designated HCDE representatives on a monthly basis. Such reports may include, but not be limited to: activity and

- I. The ISD acknowledges and agrees that it is solely responsible for all costs, wages, expenses, and fees associated with or arising from the operation of the Center(s).
- J. The ISD agrees to cooperate with the evaluation of the Center(s) by designating internal staff to implement and monitor the evaluation process, including the ISD's progress in meeting the performance objectives established by the Texas Education Agency for 21st Century Community Learning Centers, the effect of the Center(s) on participants, and the effectiveness of the Center(s) in meeting the performance objectives established by the Texas Education Agency. The ISD agrees to provide such records as TAKS scores, grades, Stanford Achievement scores, conduct scores and disciplinary reports for students in the Center programs to HCDE no more than thirty (30) days after a request by HCDE.
- K. The ISD agrees to allow HCDE, the Texas Education Agency, the State of Texas Comptroller, or any of their duly authorized representatives to any books, documents, papers, and records relating to the services provided under this Contract for the purpose of making audits, examinations, evaluations, excerpts, and transcriptions.
- L. The ISD may use the payments from HCDE to create new program(s) or enhance existing program(s), but the payments from HCDE should not replace funding for an existing program(s). In the event that payments from HCDE will be used to expand already existing program(s), the ISD will provide HCDE with detailed documentation of the program(s) including a list of students and adults currently enrolled, attendance since the beginning of the school year (or past six months), and a schedule of activities offered by the program(s) since the beginning of the year. The ISD will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.
- M. The ISD agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) and to use only those persons fit to work with students.
- N. ISD agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Special NCLB Act Provisions & Assurances"

- O. The ISD further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- P. The ISD agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit B attached to the Contract. The ISD further agrees that if any time after October 1, 2010, the HCDE CASE Director determines that there is less than 60% of the agreed upon students and/or parents in the after-school program (the numbers on Exhibit B), HCDE may take up to one-third of the budget (Exhibit A of the Contract) that it would have otherwise paid to the ISD and use those funds, in HCDE's discretion, to try to increase student and/or parent participation. The ISD agrees and understands that this will result in a receipt by the ISD of up to one-third less funds than the ISD would have received under the Contract as specified in Exhibit A.

IV. COMPENSATION AND FUNDING

Subject to the following paragraphs, HCDE will pay the ISD in an amount not to exceed:

- \$112,500 for providing the Center in accordance with Section III at Lee High School

The ISD must submit an itemized monthly statement detailing expenses with supporting documentation for the Center(s) in order to receive payment of these expenses. HCDE will pay the ISD within 60 days of receiving sufficient funds as described below. The ISD waives any statutory right to interest the ISD may have under Chapter 2251 of the Texas Government Code. The ISD may be eligible for a prorated amount, in HCDE's sole discretion, if the ISD is unable to maintain its Center(s) in accordance with the site description. Included in these requirements are: the number of Centers in the ISD where the Center programs are provided; and the number of students and adults served in the ISD by the Center programs; fulfillment of the total number of days of providing service.

Notwithstanding anything to the contrary in this Contract, HCDE's obligation to pay as stated above is contingent upon HCDE receiving funds ("funds") under the 21st Century Community Learning Centers Program sufficient to satisfy all obligations to ISD and other ISDs with which HCDE contracts to provide Centers. In the event HCDE does not receive those funds or sufficient funds, HCDE may terminate this Contract and will not be responsible for paying the ISD the amount specified above or for any of the costs of the Center(s) provided by the ISD.

V. RELATIONSHIP

It is understood and agreed that the ISD is an independent contractor. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and any employee or agent of the ISD. The Contract does not create a joint venture or business partnership under Texas law.

The ISD 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 ISD employees, agents, volunteers, and representatives. The ISD agrees that HCDE has no responsibility for any conduct of any ISD employee, agent, volunteer, or representative.

VI. TERMINATION

This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE may by written notice at any time terminate this Contract if the ISD fails to comply with a provision of this Contract. HCDE may also terminate this Contract as provided in Section IV.

VII. AUTHORIZATION

Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.

VIII. NOTICE

Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

HCDE
Attention: John E. Sawyer, Ed. D.
County School Superintendent
Harris County Department of Education
6300 Irvington Blvd.
Houston, Texas 77022

Goose Creek Consolidated Independent School District
Attention: Dr. Toby York, Ed.D.
Superintendent
4544 Interstate 10 East
Baytown, Texas 77522

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

IX. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

X. VENUE

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

XI. ENTIRE AGREEMENT

This Contract, Exhibit A, Exhibit B, and Exhibit C represents the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

XII. AMENDMENT

This Contract may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Contract.

XIII. ASSIGNMENT

Neither this Contract nor any duties or obligations under it shall be assignable by the ISD without the prior written acknowledgment and authorization of HCDE.

XIV. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV. BENEFIT FOR SIGNATORY PARTIES ONLY

Neither this Contract, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

Executed this _____ day of _____ of the year 2010.

By:

John E. Sawyer, Ed. D.
County School Superintendent
Harris County Department of Education

By:

Dr. Toby York, Ed.D
Superintendent
Goose Creek Consolidated Independent School District

EXHIBIT A

Goose Creek CISD/Lee High School	
Personnel -- 6100	
School Year Teachers	\$ 10,600
Summer Teachers	1,125
School Year Para-professionals	18,000
Summer Para-professionals	3,400
Bus Drivers	8,000
Payroll	41,125
Fringe Benefits @ 7.5%	3,084
Total Payroll Costs 6100	\$ 44,209
Professional & Contractual Services -- 6200	
CIS Baytown Site Director (1 full time position)	\$ 37,000
CIS Baytown Clerical Staff Assistant (12.5hrs/wk X \$12.50/hr X 32weeks)	\$ 5,000
Be a Champion- UH	\$ 4,500
Topic: Telecommunications/Technology	
Topic: Health/Nutrition/Physical Education	
Topic: Academic Enrichment	
Mirror Image	\$ 2,500
Topic: Cultural(dance) Activities	
Topic Fine Arts	
Amazing Journeys	\$ 3,191
Topic: Character Development	
Total Professional & Contractual Services 6200	\$ 52,191
Materials & Supplies -- 6300	
General Supplies (100 students X \$50/student)	5,000
Total Materials & Supplies 6300	\$ 5,000
Other Operating Costs -- 6400	
Site Coordinator Mileage	\$ 500
Student Transportation for Program	7,000
Field Trip Transportation	1,000
Field Trip Admission Cost	-
Snacks for Parent Meeting	1,000
Conference Travel and Fees (\$500) + (\$500) + (\$400) + (\$200)	1,600
Total Other Operating Costs 6400	\$ 11,100
Total Direct Costs	\$ 112,500

EXHIBIT B

Center Number: 6	Center Name: Lee High School												
	Fall Term				Spring Term				Summer Term				Total
Start date (MM/DD/YY):	08/23/2010				01/04/2011				06/06/2011				
End date (MM/DD/YY):	12/17/2010				06/02/2011				07/01/2011				
Number of weeks in service:	15				18				4				37
Number of days (minus holidays) in service:	71				92				19				182
Number of Unduplicated Students to be served:													100
Number of Adults to be Served:													30
Day of the Week	Fall Term				Spring Term				Summer Term				
	AM Star	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	
Monday	6:45	7:30	2:45	5:00	6:45	7:30	2:45	5:00	11:30			4:30	
Tuesday	6:45	7:30	2:45	5:00	6:45	7:30	2:45	5:00	11:30			4:30	
Wednesday	6:45	7:30	2:45	5:00	6:45	7:30	2:45	5:00	11:30			4:30	
Thursday	6:45	7:30	2:45	5:00	6:45	7:30	2:45	5:00	11:30			4:30	
Friday	6:45	7:30	2:45	5:00	6:45	7:30	2:45	5:00					
Saturday													
Sunday													
Hours Per Week	15				15				20				
# Sat's per month													

Chart 1: Academic Assistance Activities				
Center	Activity Description	Term(s) when activity is to be offered	Frequency (Every Week, 1-3 times a month, or Less than once a month)	Student or Adult Family
6	Homework Help - Students receive assistance with homework. They are able to seek staff support for instructional details, strategies for success and review of work.	Fall and Spring	Every Week	Student
6	The Writers Circle - Through guided reading and writing exercises, students explore, build and develop creative writing, poetry, journalism, historical writing, travel writing, and script and story- telling skills. Guided peer critiquing techniques are encouraged.	Fall, Spring and Summer	Every Week	Student
6	Library League - Students will engage in guided reading challenges and book discussion groups across reading genres. Students can also use this time to evaluate books, study together, assist each other and use the computers.	Fall and Spring	Every Week	Student
6	Chinese Club - To introduce and promote Chinese culture to the students and the community.	Fall and Spring	Every Week	Student
6	Kids' Days - Students participate in creative, hands-on programming that focus on core subjects of math and science, (e.g., robotics, engineering and building).	Fall, Spring and Summer	1-3 times a month	Student
6	Academic Enrichment - This activity will allow students to get additional help during the summer month on the core subject areas they are struggling with.	Summer	Every Week	Student

Chart 2: Enrichment Activities				
Center	Activity Description	Term(s) when activity is to be offered	Frequency (Every Week, 1-3 times a month, or Less than once a month)	Student or Adult Family
6	Dance - Students will explore varied dance styles as a means of understanding cultural histories while engaging in a fun, fitness activity.	Fall and Spring	Every Week	Student

EXHIBIT B

6	Gamers Club - Promote youth development and physical fitness through student participation in indoor games such as board games, table tennis and chess.	Fall, Spring and Summer	Every Week	Student
6	Computer Technology Club - Students will develop computer skills for personal enjoyment as well as developing multimedia skills.	Fall, Spring and Summer	Every Week	Student
6	Creative Arts - This activity will facilitate opportunities for students to explore and build on their creative talents through a variety of activities, including air brush and spray paint art.	Fall, Spring and Summer	Every Week	Student
6	Weight Lifting - Students will participate in a weight and conditioning program to promote a healthy life style.	Fall, Spring and Summer	Every Week	Student
6	Green Team - Students will engage in eco-friendly activities such as park clean ups, adopt a fire hydrant, and several other environmental service projects.	Fall and Spring	Every Week	Student
6	Billiards - Students will learn the skills and rules associated with billiards and 9-ball pool games.	Summer	Every Week	Student
6	Swimming - Following an established curriculum, students will learn the basics of swimming, the techniques and strokes required for the sport and aquatic safety skills.	Summer	Every Week	Student
6	Entrepreneurial Education - Students will be instructed in several hands on entrepreneurial projects which will broaden their understanding to real life situations.	Summer	Every Week	Student

Chart 3: Family & Parental Support Services Activities				
Center	Activity Description	Term(s) when activity is to be offered	Frequency (Every Week, 1-3 times a month, or Less than once a month)	Student or Adult Family
6	Adult Literacy - This class will focus on a variety of topics related to parenting, nutrition, wellness, mentoring and college prep. Activities also provide parents and adult family members with resources to help their students succeed.	Fall and Spring	Less than once a month	Adult family
6	Diabetes Awareness - Students and parents will learn about the symptoms and treatments for diabetes.	Spring	Less than once a month	Adult Family
6	CPR Training - Families will learn the procedures to correctly perform CPR on a person in need.	Fall	Less than once a month	Adult Family

Chart 4: College & Workforce Readiness Activities				
Center	Activity Description	Term(s) when activity is to be offered	Frequency (Every Week, 1-3 times a month, or Less than once a month)	Student or Adult Family
6	TFTA/FCCLA - Provides students with worthwhile professional experiences related to opportunities in teaching.	Fall and Spring	Every Week	Student
6	Transition to the Next Level - Students will visit Lee College and the University of Houston to learn about enrollment, financial assistance and life on a community college and university.	Summer	Weekly	Student

EXHIBIT C

Texas 21st Century Community Learning Centers Year 3

Statement of provisions and assurances for the program(s) in this application:

- A. Terms defined:** As used in these Provisions and Assurances,
- Contract means the entire document, and all of TEA's attachments, appendices, schedules (including but not limited to the General Provisions and the Special Provisions), amendments and extensions of or to the Standard Contract;
 - Agency or TEA means the Texas Education Agency;
 - Contractor means the party or parties to this contract other than Agency; including its or their officers, directors, employees, agents, representatives, consultants and subcontractors, and subcontractors' officers, directors, employees, agents, representatives and consultants;
 - Project Administrator means the person representing Agency or Contractor, as indicated by the contract, for the purposes of administering the contract project;
 - Contract Project means the purpose intended to be achieved through the contract of which these Provisions and Assurances are a part;
 - Applicant means the same as Contractor;
 - SAS means the Standard Application System of which the application document is a part;
 - "Application" means the entire package submitted by the Applicant including the schedules contained in the application and so indicated on the General Information page of the application package;
 - Amendment means an application that is revised in budget categories and/or in program activities. It includes both the original application and any subsequent amendments; or extensions thereto;
 - Works means all tangible or intangible material, products, ideas, documents or works of authorship prepared or created by Contractor for or on behalf of TEA at any time after the beginning date of the Contract (Works includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.); and,
 - Intellectual Property Rights means the worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
 - Grant means the same as Contract;
 - Grantee means the same as Contractor;
 - Grantor means the same as Agency; and
 - DCC means the Document Control Center of Agency.
- B. Contingency:** This contract is executed by Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All amendments and/or extensions or subsequent contracts entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this contract or any other document, this contract is void upon appropriated funds becoming unavailable. In addition, this contract may be terminated by Agency at any time for any reason upon notice to Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from Agency. This contract may be extended or otherwise amended only by formal written amendment properly executed by both Agency and Contractor. No other agreement, written or oral, purporting to alter or amend this contract shall be valid.
- C. Contractor's Application:** Furnished to Agency in response to a request for application, is incorporated in this contract by reference for all necessary purposes. It is specifically provided, however, that the provisions of this contract shall prevail in all cases of conflict arising from the terms of Contractor's application whether such application is a written part of this contract or is attached as a separate document.
- D. Requirements, Terms, Conditions, and Assurances:** Which are stated in the Request for Application, in response to which Applicant is submitting this application, are incorporated herein by reference for all purposes although the current General Provisions shall prevail in the event of conflict. The instructions to the Standard Application System are incorporated herein by reference.

- E. Signature Authority; Final Expression; Superseding Document:** Applicant certifies that the person signing this application has been properly delegated this authority. The Contract represents the final and complete expression of the terms of agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises or warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended or extended only by formal written amendment properly executed by both TEA and Contractor.
- F. State of Texas Laws:** In the conduct of the contract project, Contractor shall be subject to Texas State Board of Education and Commissioner rules pertaining to this contract and the contract project and to the laws of the State of Texas governing this contract and the contract project. This contract constitutes the entire agreement between Agency and Contractor for the accomplishment of the contract project. This contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this contract.
- G. Monitoring:** Desk reviews or on-site monitoring reviews may be conducted by Agency to determine compliance with the approved application and the applicable statute(s), law(s), regulations, and guidelines.
- H. Sanctions for Failure to Perform or for Noncompliance:** If Contractor, in Agency's sole determination, fails or refuses for any reason to comply with or perform any of its obligations under this contract, Agency may impose such sanctions as it may deem appropriate. This includes but is not limited to the withholding of payments to Contractor until Contractor complies; the cancellation, termination, or suspension of this contract in whole or in part; and the seeking of other remedies as may be provided by this contract or by law. Any cancellation, termination, or suspension of this contract, if imposed, shall become effective at the close of business on the day of Contractor's receipt of written notice thereof from Agency.
- I. Contract Cancellation, etc.:** If this contract is canceled, terminated, or suspended by Agency prior to its expiration date, the reasonable monetary value of services properly performed by Contractor pursuant to this contract prior to such cancellation, termination or suspension shall be determined by Agency and paid to Contractor as soon as reasonably possible.
- J. Indemnification:**
For local educational agencies (LEAs), regional education service centers (ESCs), and institutions of higher education (IHEs) and state agencies: Contractor, to the extent permitted by law, shall hold Agency harmless from and shall indemnify Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of Contractor, its agents, employees, and subcontractors, done in the conduct of the contract project.
For all other grantees, subgrantees, contractors, and subcontractors, including nonprofit organizations and for-profit businesses: Contractor shall hold Agency harmless from and shall indemnify Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of Contractor, its agents, employees, and subcontractors, done in the conduct of the contract project.
- K. Encumbrances/Obligations:**
For Discretionary Programs: All encumbrances shall occur on or between the beginning and ending dates of the contract. All goods must be received and services rendered and subsequently liquidated (recorded as an expenditure or accounts payable) within the contract dates. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in OMB Circular A-87, A-21, or A-122 (as applicable) and program rules, regulations, and guidelines contained elsewhere.
For Formula Programs: All encumbrances shall occur on or between the beginning and ending dates of the contract. Contractor must liquidate (record as an expenditure) all obligations (encumbrances) incurred under the contract not later than 30 days after the end of the contract (or as specified in a program regulation, the standard application system rules, or a request for application) to coincide with the submission of the final expenditure report, due 45 days after the end of the contract. "Obligations" mean the amounts of orders placed, contracts and subgrants awarded, goods and services received, and similar transactions during a given period that will require payment by the contractor during the same or a future period. Obligations representing orders placed are reflected in the accounting records as encumbrances. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in OMB Circular A-87, A-21, or A-122 (as applicable) and program rules, regulations, and guidelines contained elsewhere.

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- L. Financial Management and Accounting:** Grantee assures it will maintain a financial management system that provides for accurate, current, and complete disclosure of the financial results of each grant project. The financial management system records will identify adequately the source and application of funds and will contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays (i.e., expenditures), income, and interest. Fiscal control and accounting procedures will permit the tracing of funds to a level of expenditure adequate to establish that funds have been used in accordance with the approved grant application. The applicant agrees to maintain effective control over and accountability for all funds, property, and other assets. Public school districts, open enrollment charter schools, and regional education service centers in Texas must comply with the accounting requirements in the Financial Accounting and Reporting module of the *Financial Accountability System Resource Guide*, Texas Education Agency (34 CFR 74.21; 34 CFR 80.20; TEA *Financial Accountability System Resource Guide*).
- M. Expenditure Reports:** Contractor shall submit expenditure reports in the time and manner requested by Agency as specified in the instructions to the Standard Application System (SAS) which are incorporated by reference. Unless otherwise specified, interim reports are due to TEA within 15 days after the end of each reporting period. The final expenditure report is due within 30 days after the ending date of the grant. Revised expenditure reports, where the grantee is claiming additional expenditures beyond that originally requested, must be submitted within 60 days after the ending date of the grant.
- N. Refunds Due to TEA:** If Agency determines that Agency is due a refund of money paid to Contractor pursuant to this contract, Contractor shall pay the money due to Agency within 30 days of Contractor's receipt of written notice that such money is due to Agency. If Contractor fails to make timely payment, Agency may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.
- O. Records Retention:** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the contract project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by Agency and by others authorized by law or regulation to make such an audit for a period of not less than five years from the date of completion of the contract project or the date of the receipt by Agency of Contractor's final claim for payment or final expenditure report in connection with this contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.
- Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirements to cooperate is included in any subcontract it awards.
- P. Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Applicant that will confirm the services provided within each funding source. Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in the applicable OMB cost principles.
- Q. Forms, Assurances, and Reports:** Contractor shall timely make and file with the proper authorities all forms, assurances and reports required by federal laws and regulations. Agency shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to Agency's attention, and may deny payment or recover payments made by Agency to Contractor in the event of Contractor's failure so to comply.
- R. Intellectual Property Ownership:** Contractor agrees that all Works are, upon creation, works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered works made for hire, Contractor hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. Contractor agrees to maintain written agreements with all officers, directors, employees, agents, representatives and subcontractors engaged by Contractor for the Contract Project, granting Contractor rights sufficient to support the performance and grant of rights to TEA by Contractor. Copies of such agreements shall be provided to TEA promptly upon request.

EXHIBIT C

Contractor warrants that (i) it has the authority to grant the rights herein granted, (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Contract, and Contractor will not enter into any such agreements, and (iii) the Works will be original and will not infringe any intellectual property rights of any other person or entity. These warranties will survive the termination of the Contract. If any preexisting rights are embodied in the Works, Contractor grants to TEA the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and any derivative works thereof and (ii) authorize others to do any or all of the foregoing. Contractor agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, Contractor will provide TEA with documentation indicating a third party's written approval for Contractor to use any preexisting rights that may be embodied or reflected in the Works.

For School Districts and Nonprofit Organizations: The foregoing Intellectual Property Ownership provisions apply to any school districts, nonprofit organizations, and their employees, agents, representatives, consultants and subcontractors. If a school district or nonprofit organization or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative works from the Works, then express written permission must first be obtained from the TEA Copyright Office.

For Education Service Centers (ESCs): The foregoing Intellectual Property Ownership provisions apply to an Education Service Center (ESC) and its employees, agents, representatives, consultants, and subcontractors. If an ESC or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative works from the Works, then express written permission must first be obtained from the TEA Copyright Office.

For Colleges and Universities: The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works and derivative works created or conceived by colleges or universities under the Contract, they are granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. The license for academic and educational purposes specifically excludes advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative works from the Works that are created or conceived under this Contract and colleges and universities and their employees, agents, representatives, consultants, and subcontractors are prohibited from engaging in these uses and activities with regard to the Works unless the prior express written permission of the TEA Copyright Office is obtained.

S. Unfair Business Practices: Unfair Business Practices: By signing this Contract, Contractor, if other than a state agency, certifies that Contractor, within the preceding 12 months, has not been found guilty, in a judicial or state agency administrative proceeding, of unfair business practices. Contractor, if other than a state agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state agency administrative proceeding, to be guilty of unfair business practices.

Contractor, whether a state agency or not a state agency, certifies that no funds provided under this Contract shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.

T. Subcontracting: Contractor shall not assign or subcontract any of its rights or responsibilities under this contract, except as may be otherwise provided for in this application, without prior formal written amendment to this contract properly executed by both Agency and Contractor.

U. Use of Consultants: Notwithstanding any other provision of this application, Applicant shall not use or pay any consultant in the conduct of this application if the services to be rendered by any such consultant can be provided by Applicant's employees.

V. Capital Outlay: If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the objective(s) of the project, title will remain with Contractor for the period of the contract. Agency reserves the right to transfer capital outlay items for contract noncompliance during the contract period or as needed after the ending date of the contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record.

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- W. Agency Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by Agency while in the custody or control of Contractor, its employees, agents, consultants or subcontractors, Contractor shall indemnify Agency and pay to Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of Contractor's receipt of written notice of Agency's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this contract or is provided by Agency to Contractor for use in the contract project. If Contractor fails to make timely payment, Agency may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by Agency.
- X. Travel Costs:** Amounts authorized for maximum recovery for travel and per diem costs against any state or federal funding source are restricted to those amounts which are approved in the State of Texas Appropriations Bill in effect for the particular funding period. Any amount over this limit must come from local funding sources. Applicant must recover funds at a lesser rate if local policy amounts are less than the maximum allowed by the state. Out-of-state travel may not exceed the federal government rate for the locale. Travel allowances are not allowable costs.
- Y. Funds for Religious Worship, Instruction:** No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR 76.532 and P. L. 107-110, section 9505).
- Z. Disclosure of Gifts and Campaign Contributions:** The grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The grantee has a continuing obligation to make disclosures through the term of the contract. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the grant.
- AA. Submission of Audit Reports to TEA: Grantees which are public school districts and open enrollment charter schools** agree to submit the required annual audit report, including the reporting package required under OMB Circular A-133, if an audit is required to be conducted in accordance with OMB Circular A-133, to the TEA Division of School Financial Audits in the time and manner requested by the Agency.

Grantees which are **nonprofit organizations (other than charter schools) and universities/colleges** that expend \$500,000 or more total in federal awards in any fiscal year and are thus required to conduct a Single Audit or program-specific audit in accordance with the requirements in OMB Circular A-133, agree to submit a copy of such audit to TEA when the schedule of findings and questioned costs disclosed audit findings relating to any federal awards provided by TEA. A copy of such audit shall also be submitted to TEA if the summary schedule of prior audit findings reported the status of any audit findings relating to any federal awards provided by TEA.

A nonprofit organization or university/college grantee shall provide written notification to TEA that an audit was conducted in accordance with OMB Circular A-133 when the schedule of findings and questioned costs disclosed no audit findings related to any federal awards provided by TEA or when the summary schedule of prior audit findings did not report on the status of any prior audit findings related to any federal awards provided by TEA. Nonprofit organizations (other than charter schools) and universities/colleges shall submit the audit report to the TEA Division of Discretionary Grants. Audit reports must be submitted to TEA within 30 days of receipt of the report from the auditor. Failure to submit a copy of the audit to TEA could result in a reduction of funds paid to the grantee, a refund to TEA, termination of the grant, and/or ineligibility to receive additional grant awards from TEA.

- BB. Federal Rules, Laws, and Regulations That Apply to all Federal Programs:** Contractor shall be subject to and shall abide by all federal laws, rules and regulations pertaining to the contract project, including but not limited to:
1. **Americans With Disabilities Act**, P. L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64;
 2. **Title VI of the Civil Rights Act of 1964**, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100;
 3. **Title IX of the Education Amendments of 1972**, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution;
 4. **Section 504 of the Rehabilitation Act of 1973**, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Part 104 and 105;

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5. the **Age Discrimination Act of 1975**, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110;
6. the **Family Educational Rights and Privacy Act (FERPA) of 1975**, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including **Privacy Rights of Parents and Students** (34 CFR Part 99), if Contractor is an educational institution (20 USC 1232g);
7. Section 509 of H.R. 5233 as incorporated by reference in P. L. 99-500 and P. L. 99-591 (**prohibition against the use of federal grant funds to influence legislation pending before Congress**);
8. **Pro-Children Act of 2001**, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children [P. L. 107-110, Section 4303(a)]. In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services [P. L. 107-110, Section 4303(b)(1)]. Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303(e)(1)).
9. **Fair Labor Standards Act (29 USC 207), Davis Bacon Act (40 USC 276(a), and Contract Work Hours and Safety Standards Act (40 USC 327 et seq.)**, as applicable, and their implementing regulations in 29 CFR 500-899, 29 CFR Parts 1,3,5, and 7, and 29 CFR Parts 5 and 1926, respectively.
10. **Buy America Act**: Contractor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding \$2,500 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the U. S. that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. Contractor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1-.2).
11. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.

CC. Federal Regulations Applicable to All Federal Programs:

1. **For Local Educational Agencies (LEAs)**: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 97, 98, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles), A-133 (Audits), and A-102 (Uniform Administrative Requirements);
2. **For Education Service Centers (ESCs)**: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 97, 98, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles), A-133 (Audits), and A-102 (Uniform Administrative Requirements);
3. **For Institutions of Higher Education (IHEs)**: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 86, 97, 98, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-21 (Cost Principles), A-133 (Audits), and A-110 (Uniform Administrative Requirements);
4. **For Nonprofit Organizations**: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 97, 98, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-122 (Cost Principles), A-133 (Audits), and A-110 (Uniform Administrative Requirements);
5. **For State Agencies**: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 76, 80, 81, 82, 85, 97, 98, 99, 104, 47 CFR 0 and 64, OMB Circulars A-87 (Cost Principles), A-133 (Audits), and A-102 (Uniform Administrative Requirements); and
6. **For Commercial (for-profit) Organizations**: 29 CFR 1630 and 48 CFR Part 31.

DD. General Education Provisions Act (GEPA), as Amended, Applicable to All Federal Programs Funded or Administered Through or By the U. S. Department of Education:

1. **Participation in Planning**: Applicant will provide reasonable opportunities for the participation by teachers, parents, and other interested parties, organizations, and individuals in the planning for and operation of each program described in this application (20 USC 1232(e)).

EXHIBIT C

2. **Availability of Information:** Any application, evaluation, periodic program plan, or report relating to each program described in this application will be made readily available to parents and other members of the general public (20 USC 1232(e)).
 3. **Sharing of Information:** Contractor certifies that it has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program described in this application significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)).
 4. **Prohibition of Funds for Busing:** The applicant certifies that no federal funds (except for funds appropriated specifically for this purpose) will be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system (20 USC 1228).
 5. **Direct Financial Benefit:** Contractor certifies that funds expended under any federal program will not be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization [20 USC 1232(b)(8)].
- EE. Payment for Services:** Payment for service(s) described in this Contract is contingent upon satisfactory completion of the service(s). Satisfaction will be determined by TEA's Project Administrator, in his sole discretion but in accordance with reasonable standards and upon advice of his superiors in TEA, if necessary.
- FF. Family Code Applicability:** By signing this Contract, Contractor, if other than a state agency, certifies that under Section 231.006, Family Code, that Contractor is not ineligible to receive payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Contract if Contractor is found to be ineligible to receive payment. If Contractor is found to be ineligible to receive payment and the Contract is terminated, Contractor is liable to TEA for attorney's fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second contract, and any other damages or relief provided by law or equity.
- GG. Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, General Provisions, Special Provisions, Exhibits, and Attachments or other documents, the TEA Contract and its General Provisions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this contract.
- HH. Registered Lobbyists:** No state or federal funds transferred to a contractor/grantee may be used to hire a registered lobbyist.
- II. Test Administration and Security:** This contract is executed by Agency subject to assurance by Contractor that it has at all times been and shall remain in full compliance with Title 19, Texas Administrative Code Chapter 101, and all requirements and procedures for maintaining test security specified in any test administration materials in the possession or control of Contractor, or any school, campus, or program operated by Contractor. Notwithstanding any other provision in this contract or any other document, this contract is void upon notice by Agency, in its sole discretion, that Contractor or any school, campus, or program operated by Contractor has at any time committed a material violation of Title 19, Texas Administrative Code Chapter 101, or any requirement or procedure for maintaining test security specified in any test administration materials in the possession or control of Contractor, or any school, campus, or program operated by Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from Agency.

Rev. 05/09

The signing of Schedule #1 - General Information by applicant indicates acceptance of and compliance with all requirements described on this schedule.
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EXHIBIT C

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.11.

Terms defined: **As used in these Provisions and Assurances**

- "Covered Transaction"— A transaction under Federal non-procurement programs, which can be either a primary covered transaction or a lower tier covered transaction.
 - "Lower Tier Covered Transaction"— (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold of \$25,000; (3) Any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount.
 - "Participant"— Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered transaction, including an agent or representative of another participant.
 - "Principal"— An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds, who (1) is in a position to handle Federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.
 - "Excluded Parties List System (EPLS)"— The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible.
 - "Debarment"— Action taken by a debarring official (Federal agency) to exclude a person (recipient) from participating in covered transactions.
 - "Suspension"— An action taken that immediately prohibits a person from participating in covered transactions for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue.
 - "Ineligible" generally refers to a person who is either excluded or disqualified.
 - "Person"— Any individual, corporation, partnership, association, unit of government or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.
 - "Proposal"—A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
 - "Voluntarily Excluded"—A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.
1. By signing SAS Schedule #1 and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", " person", "primary covered transaction", " principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

EXHIBIT C

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions**, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. **Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.**

Certification

- (1) The prospective lower tier participant certifies, by signature on SAS Schedule #1 and by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88), which is obsolete)

68 FR 66544, 66611, 66612, 66613, 66614, November 26, 2003

As amended by the Texas Education Agency (04/02)

The signing of Schedule #1--General Information by applicant indicates acceptance of all requirements described on this schedule.

EXHIBIT C

Submission of this certification covers all federal programs in this application, is required by the U. S. Department of Education and Section 1352, Title 31, of the United States Code, and is a prerequisite for making or entering into a subgrant or subcontract over \$100,000 with any organization. (Read instructions for this schedule for further information.)

The applicant certifies by signature on Schedule #1 - General Information, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (See **Schedule #6D - Disclosure of Lobbying Activities.**)
- (3) The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact on which the U. S. Department of Education and the Texas Education Agency relied when they made or entered into this grant or contract. Any organization that fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Dept. of Education form #ED 80-0008
As amended by the Texas Education Agency

11/89
03/90

The signing of Schedule #1--General Information by applicant indicates acceptance of all requirements described on this schedule.

EXHIBIT C

The following special provisions apply to all programs funded under the Elementary and Secondary Education Act, as amended by P. L. 107-110, No Child Left Behind (NCLB) Act of 2001. By signing Schedule #1 of this SAS, the applicant is assuring it is in compliance with the following provisions:

- A.** Each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
- B.** The control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to such entities.
- C.** The public agency, nonprofit private agency, institution, or organization, or Indian tribe will administer such funds and property to the extent required by the authorizing statutes.
- D.** The applicant will adopt and use proper methods of administering each such program, including the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.
- E.** The applicant will cooperate in carrying out any evaluation of each such program conducted by or for the Texas Education Agency, the Secretary of Education or other federal officials.
- F.** The applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, federal funds paid to such applicant under each such program.
- G.** The applicant will submit such reports to the Texas Education Agency (which shall make the reports available to the Governor) and the Secretary of Education, as the Texas Education Agency and the Secretary of Education may require to enable the Texas Education Agency and the Secretary of Education to perform their duties under each such program.
- H.** The applicant will maintain such records, provide such information, and afford access to the records as the Agency (after consultation with the Governor) or the Secretary may find necessary to carry out the Agency's or the Secretary's duties.
- I.** Before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and has considered such comment.
- J. Gun-Free Schools Act:** The local education agency assures that it is in compliance with Section 37.007(e) of the Texas Education Code, which requires expulsion of a student who brings to school or possesses at school a firearm as defined by 18 U.S.C. Section 2891 [pursuant to the requirements in P. L. 107-110, Section 4141(d)(1)]. In addition, the local educational agency certifies that it has a policy requiring referral to the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to school [P. L. 107-110, Section 4141(h)(1)].
- K. Student Records Transfer:** The local educational agency shall ensure that a student's records and, if applicable, a student's individualized education program as defined in section 602(11) of the Individuals with Disabilities Education Act, are transferred to a charter school upon the transfer of the student to the charter school, and to another public school upon the transfer of the student from a charter school to another public school, in accordance with applicable state law (P. L. 107-110, section 5208).
- L. Consolidation of Administrative Funds:** A local educational agency, with the approval of TEA, may consolidate and use for the administration of one or more programs under the No Child Left Behind Act not more than the percentage, established in each program, of the total available for the local educational agency under those programs. A local educational agency that consolidates administrative funds shall not use any other funds under the programs included in the consolidation for administration for that fiscal year. Consolidated administrative funds shall be used for the administration of the programs covered and may be used for coordination of these programs with other federal and non-federal programs and for dissemination of information regarding model programs and practices.
- M. Privacy of Assessment Results:** Any results from an individual assessment referred to in the No Child Left Behind Act of a student that become part of the education records of the student shall have the protections provided in section 444 of the General Education Provisions Act [P. L. 107-110, section 9523 and the Family Educational Rights and Privacy Act (FERPA) of 1975, as amended].

EXHIBIT C

- N. School Prayer:** The local educational agency certifies that it is in compliance with Section 25.901 of the Texas Education Code. In addition, as a condition of receiving funds under the No Child Left Behind Act, the local educational agency certifies that no policy of the local educational agency prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary schools and secondary schools, as detailed in the guidance provided by the U. S. Secretary of Education pertaining to such. The state educational agency shall report to the Secretary of Education each year a list of those local educational agencies that have not filed this assurance or against which complaints have been made to the State educational agency that the local educational agencies are not in compliance with this requirement (P. L. 107-110, section 9524(b)).
- O. Equal Access to Public Schools Facilities – Boy Scouts of America Equal Access Act:** No public elementary school, public secondary school or local educational agency that has a designated open forum or a limited public forum and that receives funds made available from the U. S. Department of Education shall deny equal access or a fair opportunity to meet, or to discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic society), that wishes to conduct a meeting within that designated open forum or limited public forum, including denying such access or opportunity or discriminating for reasons based on the membership or leadership criteria or oath of allegiance to God and country of the Boy Scouts of America or of the youth group listed in Title 36 of the United States Code (as a patriotic society). For the purposes of this section, an elementary school or secondary school has a limited public forum whenever the school involved grants an offering to, or opportunity for, one or more outside youth or community groups to meet on school premises or in school facilities before or after the hours during which attendance at the school is compulsory. Nothing in this section shall be construed to require any school, agency, or a school served by an agency to sponsor any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic society). Compliance with this provision will be enforced through rules and orders issued by the Office for Civil Rights. If the public school or agency does not comply with the rules or orders, no funds made available through the Department of Education shall be provided by a school that fails to comply with such rules or orders or to any agency or school served by an agency that fails to comply with such rules or orders (P. L. 107-110, section 9525).
- P. General Prohibitions:** None of the funds authorized under the No Child Left Behind Act shall be used to develop or distribute materials, or operate programs or courses of instruction directed at youth, that are designed to promote or encourage sexual activity, whether homosexual or heterosexual; to distribute or to aid in the distribution by any organization of legally obscene materials to minors on school grounds; to provide sex education or HIV-prevention education in schools that instruction is age appropriate and includes the health benefits of abstinence; or to operate a program of contraceptive distribution in schools (P. L. 107-110, section 9526).
- Q. Armed Forces Recruiter Access to Students and Student Recruiting Information:** In accordance with guidance issued by the U. S. Department of Education, each local educational agency receiving assistance under the No Child Left Behind Act shall provide, on a request made by military recruiters or an institution of higher education, access to secondary school students names, address, and telephone listings, upon prior written consent of a student or the parent of a student. A secondary school student or the parent of the student may request that the student's name, address, and telephone listing not be released without prior written parental consent, and the local educational or private nonprofit school shall notify parents of the option to make a request and shall comply with any request. Each local educational agency receiving assistance under the No Child Left Behind Act shall provide military recruiters the same access to secondary school students as is provided generally to post secondary educational institutions or to prospective employers of those students (P. L. 107-110, section 9528).
- R. Unsafe School Choice Option:** The local educational agency certifies that it shall establish and implement a policy requiring that a student attending a persistently dangerous public elementary school or secondary school, as determined by the Texas Education Agency, or who becomes a victim of a violent criminal offense, while in or on the grounds of a public elementary or secondary school that the student attends, be allowed to attend a safe public elementary or secondary school within the local educational agency, including a public charter school (P. L. 107-110, section 9532).
- S. Civil Rights:** Nothing in the No Child Left Behind Act shall be construed to permit discrimination on the basis of race, color, religion, sex (except as otherwise permitted under Title IX of the Education Amendments of 1972), national origin, or disability in any program funded under the No Child Left Behind Act (P. L. 107-110, section 9534).

T. Student Privacy, Parental Access to Information, and Administration of Certain Physical Examinations to Minors:

The local educational agency assures that it is in compliance with Chapter 26 of the Texas Education Code concerning parental rights and responsibilities. In addition, the local educational agency receiving funds under the No Child Left Behind Act certifies that it shall develop and adopt policies, in consultation with parents, regarding certain rights of a parent to access and inspect information; student privacy; the administration of physical examinations or screenings (except for examinations or screenings required by state law); and the collection, disclosure, or use of personal information collected from students for the purpose of marketing or selling that information. The local educational agency also assures that it is in compliance with the requirements for annually notifying parents of such policies and specific events (P. L. 107-110, Title X, Part F, section 1061).

U. Assurances related to the education of homeless children and youths:

- (1) The LEA assures that each child of a homeless individual and each homeless youth shall have equal access to the same free, appropriate public education, including a public preschool education, as provided to other children and youth.
- (2) The LEA assures that homeless children and youth are afforded the same free, appropriate public education as provided to other children and youth.
- (3) The LEA assures that it will review and undertake steps to revise any laws, regulations, practices, or policies that may act as a barrier to the enrollment, attendance, or success in school of homeless children and youth.
- (4) The LEA assures that it will not separate students from the mainstream school environment on the basis of homelessness alone.
- (5) The LEA assures that homeless children and youth have access to the education and other services that they need to in order to meet the same challenging State student academic achievement standards to which all students are held.

V. Definitions: The following terms shall be defined as follows for programs authorized and carried out under the No Child Left Behind Act of 2001:

1. **Charter School:** An open enrollment charter school receiving federal funds of any type must meet the federal definition of a charter school as provided in P. L. 107-110, Section 5210(1). The term "charter school" means a school that:
 - (A) is created by a developer as a public school, or is adapted by a developer from an existing public school, and is **operated under public supervision and control;**
 - (B) operates in pursuit of a specific set of educational objectives determined by the school's developer and agreed to by the authorized public chartering agency [i.e., the State Board of Education (SBOE)];
 - (C) provides a program of elementary or secondary education, or both;
 - (D) is **nonsectarian in its programs, admissions policies, employment practices, and all other operations, and is not affiliated with a sectarian school or religious instruction;**
 - (E) **does not charge tuition;**
 - (F) **complies with the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, and Part B of the Individuals with Disabilities Education Act;**
 - (G) is a school to which parents choose to send their children, and that **admits students on the basis of a lottery, if more students apply for admission than can be accommodated;**
 - (H) **agrees to comply with the same Federal and State audit requirements** as so other elementary schools and secondary schools in the State, unless such requirements are specifically waived for the purpose of this program;
 - (I) **meets all applicable** Federal, State, and local **health and safety requirements;**
 - (J) operates in accordance with State law; and
 - (K) has a written performance contract with the authorized public chartering agency in the State (i.e., SBOE) that includes a description of how student performance will be measured pursuant to State assessments that are required of other schools and pursuant to any other assessments mutually agreeable to the SBOE.
2. **Community-Based Organization:** A public or private nonprofit organization of demonstrated effectiveness that is representative of a community or significant segment of a community and that provides educational or related services to individuals in the community.
3. **Core Academic Subjects:** English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, art, history, and geography.

4. Highly Qualified:

- (A) when used with respect to any public elementary school or secondary school teacher teaching in a State, means that-
 - (i) the teacher has obtained full State certification as a teacher (including certification obtained through alternative routes to certification) or passed the State teacher licensing examination, and holds a license to teach in such State, except that when used with respect to any teacher teaching in a public charter school, the term means that the teacher meets the requirements set forth in the State's public charter school law; and
 - (ii) the teacher has not had certification or licensure requirements waived on an emergency, temporary, or provisional basis;
- (B) when used with respect to-
 - (i) an elementary school teacher who is new to the profession, means that the teacher-
 - (I) holds at least a bachelor's degree; and
 - (II) has demonstrated, by passing a rigorous State test, subject knowledge and teaching skills in reading, writing, mathematics, and other areas of the basic elementary school curriculum (which may consist of passing a State-required certification or licensing test or tests in reading, writing, mathematics, and other areas of the basic elementary school curriculum); or
 - (ii) a middle or secondary school teacher who is new to the profession, means that the teacher holds at least a bachelor's degree and has demonstrated a high level of competency in each of the academic subjects in which the teacher teaches by-
 - (I) passing a rigorous State academic subject test in each of the academic subjects in which the teacher teaches (which may consist of a passing level of performance on a State-required certification or licensing test or tests in each of the academic subjects in which the teacher teaches); or
 - (II) successful completion, in each of the academic subjects in which the teacher teaches, of an academic major, a graduate degree, coursework equivalent to an undergraduate academic major, or advanced certification or credentialing; and
- (C) when used with respect to an elementary, middle, or secondary school teacher who is not new to the profession, means that the teacher holds at least a bachelor's degree and-
 - (i) has met the applicable standard in clause (i) or (ii) of subparagraph (B), which includes an option for a test; or
 - (ii) demonstrates competence in all the academic subjects in which the teacher teaches based on a high objective uniform State standard of evaluation that-
 - a. is set by the State for both grade appropriate academic subject matter knowledge and teaching skills;
 - b. is aligned with challenging State academic content and student academic achievement standards and developed in consultation with core content specialists, teachers, principals, and school administrators;
 - (III) provides objective, coherent information about the teacher's attainment of core content knowledge in the academic subjects in which a teacher teaches;
 - (IV) is applied uniformly to all teachers in the same academic subject and the same grade level throughout the State;
 - (V) takes into consideration, but not be based primarily on, the time the teacher has been teaching in the academic subject;
 - (VI) is made available to the public upon request; and
 - (VII) may involve multiple, objective measures of teacher competency.

5. Parental Involvement: The participation of parents in regular, two-way and meaningful communication involving student academic learning and other school activities, including ensuring:

- (A) that parents play an integral role in assisting their child's learning;
- (B) that parents are encouraged to be actively involved in their child's education at school;
- (C) that parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and
- (D) the carrying out of other activities, such as those described in section 1118 of P. L. 107-110.

6. Professional Development includes activities that:

- (A) improve and increase teachers' knowledge of the academic subjects the teachers teach, and enable teachers to become highly qualified;
- (B) are an integral part of broad schoolwide and districtwide educational improvement plans;
- (C) give teachers, principals, and administrators the knowledge and skills to provide the students with the opportunity to meet challenging State academic content standards and student academic achievement standards;
- (D) improve classroom management skills;
- (E) are high quality, sustained, intensive, and classroom-focused in order to have a positive and lasting impact on classroom instruction and the teacher's performance in the classroom and are not one-day or short-term workshops or conferences;
- (F) support the recruiting, hiring, and training of highly qualified teachers, including teachers who became highly qualified through State and local alternative routes to certification;
- (G) advance teacher understanding of effective instructional strategies that are:
- (H) based on scientifically based research (except for programs under Title II, Part D, Enhancing Education Through Technology of this Act); and
- (I) strategies for improving student academic achievement or substantially increasing the knowledge and teaching skills of teachers; and
- (J) are aligned with and directly related to State academic content standards, student academic achievement standards, and assessments and the curricula and programs tied to the standards;
- (K) are developed with extensive participation of teachers, principals, parents, and administrators of schools to be served under this Act;
- (L) are designed to give teachers of limited English proficient children, and other teachers and instructional staff, the knowledge and skills to provide instruction and appropriate language and academic support services to those children, including the appropriate use of curricula and assessments;
- (M) to the extent appropriate, provide training for teachers and principals in the use of technology so that technology and technology applications are effectively used in the classroom to improve teaching and learning in the curricula and core academic subjects in which the teachers teach;
- (N) as a whole, are regularly evaluated for their impact on increased teacher effectiveness and improved student academic achievement with the findings of the evaluations used to improve the quality of professional development;
- (O) provide instruction in methods of teaching children with special needs;
- (P) include instruction in the use of data and assessments to inform and instruct classroom practice;
- (Q) include instruction in ways that teachers, principals, pupil services personnel, and school administrators may work more effectively with parents; and
- (R) may include activities that:
 - (i) involve the forming of partnerships with institutions of higher education to establish school-based teacher training programs that provide prospective teachers and beginning teachers with an opportunity to work under the guidance of experienced teachers and college faculty;
 - (ii) create programs to enable paraprofessionals (assisting teachers employed by an LEA receiving assistance under Title I Part A) to obtain the education necessary for those paraprofessionals to become certified and licensed teachers; and
 - (iii) provide follow-up training to teachers who have participated in activities described previously in this definition that are designed to ensure that the knowledge and skills learned by the teachers are implemented in the classroom.

7. Scientifically Based Research:

- (A) means research that involves the application of rigorous, systematic, and objective procedures to obtain reliable and valid knowledge relevant to education activities and programs; and
- (B) includes research that:
 - (i) employs systematic, empirical methods that draw on observation or experiment;
 - (ii) involves rigorous data analyses that are adequate to test the stated hypotheses and justify the general conclusions drawn;
 - (iii) relies on measurements or observational methods that provide reliable and valid data across evaluators and observers, across multiple measurements and observations, and across studies by the same or different investigators;

EXHIBIT C

- (iv) relies on measurements or observational methods that provide reliable and valid data across evaluators and observers, across multiple measurements and observations, and across studies by the same or different investigators;
- (v) is evaluated using experimental or quasi-experimental designs in which individuals, entities, programs, or activities are assigned to different conditions and with appropriate controls to evaluate the effects of the condition of interest, with a preference for random-assignment experiments, or other designs to the extent that those designs contain within-condition or across-condition controls;
- (vi) ensures that experimental studies are presented in sufficient detail and clarity to allow for replication or, at a minimum, offer the opportunity to build systematically on their findings; and
- (vii) has been accepted by a peer-reviewed journal or approved by a panel of independent experts through a comparably rigorous, objective, and scientific review.

8. **Teacher Mentoring:** Activities that–

- (A) consist of structured guidance and regular and ongoing support for teachers, especially beginning teachers, that–
 - (i) are designed to help the teachers continue to improve their practice of teaching and to develop their instructional skills; and part of an ongoing developmental induction process that–
 - (I) involves the assistance of an exemplary teacher and other appropriate individuals from a school, local educational agency, or institution of higher education; and
 - (II) may include coaching, classroom observation, team teaching, and reduced teaching loads; and
 - (III) may include the establishment of a partnership by a local educational agency with an institution of higher education.

9. **Technology:** State-of-the-art technology products and services.

W. ESEA Performance Goals, Indicators, and Performance Reporting: The LEA assures it has adopted the five performance goals and the related performance indicators established by the U. S. Department of Education and as submitted in the *Texas Consolidated State Application for Funds Under the No Child Left Behind Act*. The LEA also assures that it will develop and implement procedures for collecting data related to the performance indicators where such data is not already collected through the Academic Excellence Indicator System (AEIS) or PEIMS and that it will report such data to the Agency in the time and manner requested.

X. Transfer of School Disciplinary Records: The LEA assures it has a procedure in place to transfer disciplinary records, with respect to a suspension or expulsion, to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full- or part-time basis, in the school. This requirement shall not apply to any disciplinary records with respect to a suspension or expulsion that are transferred from a private, parochial or other nonpublic school, person, institution, or other entity, that provides education below the college level (P. L. 107-110, section 4155).

Revised 03/03

The signing of Schedule #1 - General Information by applicant indicates acceptance of and compliance with all requirements described on this schedule.

Applicant assures the following:

1. The 21st CCLC program will take place in a safe and easily accessible facility.
2. The program was developed and will be carried out in active collaboration with the schools the students attend.
3. The program will primarily target students, and their families, who attend schools eligible for Title 1 school-wide programs.
4. Funds under the program will be used to increase (i.e., supplement) the level of State, local and other non-Federal funds that would, in the absence of these Federal funds, be made available for authorized programs and activities, and will not supplant Federal, State, local, or non-Federal funds.
5. The community was given notice of the applicant's intent to submit a continuation application.
6. Both the application and any waiver request will be made available to the public for review following submission.

Management Plan

The management plan includes the following components:

Communication

7. On-going communication between Project Directors and Site Coordinators to ensure that all parties are informed of the application requirements and amendments to include providing them with a copy of the approved application;

EXHIBIT C

8. Coordination with the Technical Assistance Coordinator (TAC) and agreement to implement all recommendations as necessary;
9. A standard process in place among all stakeholders to ensure on-going communication and coordination in order to identify and address issues regularly;

Training

10. Funds have been budgeted for the required attendance of the Project Director and Site Coordinators at all trainings, conferences, workshops and meetings to include the national and state conferences and other Technical Assistance trainings as requested by TEA (the number of training workshops for the 2010-2011 school year have not yet been established; however, in addition to the State and National Conference, grantees must budget for at least 2 regional trainings).;
11. Appropriate staff participation in all surveys and needs assessments developed by the state technical assistance provider, Edvance Research, Inc., on behalf of TEA;

Tracking and Data Collection

12. Established data quality and processes to protect confidential student information and education records according to the Family Educational Rights and Privacy Act (FERPA). FERPA guidance can be found at: <http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>;
13. Establish policies regarding the encrypting of removable media and carrying confidential student level information on agency laptops, USB flash drives and other removable media; policies must specify the downloading of student data on home computers is not allowed;

Monitoring and Evaluation

14. Adopt and report on TEA goals, specific program objectives, critical success factors, and performance measures in a timely fashion;
15. Internal evaluation of center activities for effectiveness and continuous improvement;
16. Conduct regular, internal monitoring to ensure compliance with all grant requirements and cooperate with program implementation assurance conducted by TEA;
17. Applicants agree to participate in the state level evaluation conducted by TEA. Given that TEA will be carrying out a state level evaluation, grantees will not be required to budget any grant funds for an independent evaluation.

Center Operation Requirements

18. Programs will begin Programs must begin services no later than **Tuesday, September 7, 2010**, and maintain the services within the timelines stated in this application. Failure to do so may result in reduced funding and the allocated funds may be reduced proportionate to reduction of scope in implementation time.
19. Each center will serve the amount unduplicated students per year as stated in the grant application. The funding amount in continuation years will be contingent upon the number of students served in the prior year.
20. Centers will provide a consistent and dependable schedule of activities for both students and parents. Activities will be offered each week between the start and end dates listed for each term except during designated school holidays.
21. Rotation of student participation (such as restricting attendance by grade level on various days)/ or alternative day schedules is not allowed.
22. Program will be offered a minimum of 15 hours per week, 4-5 days per week, Sunday through Saturday, for the fall and spring term.
23. Centers will provide a summer program to operate at least 4 hours per day, 4 days per week, for a minimum of 4 weeks.
24. Centers will obtain necessary parental consent for students to participate in the 21st CCLC program.
25. Centers will ensure that a process is in place to document and address emergency situations, including an emergency readiness plan, emergency contact information, and follow-up documentation.

Student and Adult Activity Planning Requirements:

EXHIBIT C

26. All activities (including service learning projects) will be developed using the Center Service Delivery Plan (see Appendix 2: Program Operating Procedures, Part 3: Schedule Instructions). The Center Service Delivery Plan will be required upon notification of grant award for each host center participating in the program with activities developed based on the Four Component Activity Guide (see Appendix 1: Four Component Activity Guide, Part 3: Schedule Instructions, for full list of activities);
27. Applicant has read and understood the Four Component Activity Guide which provides a description of the types of activities that must be offered in each of the four components;
28. Activities provided will support the Campus Improvement Plan (for school(s) identified as in need of improvement under Title I, Section 1116 School Improvement);
29. Proposed activities will be those not currently listed on the Campus Improvement Plan (CIP) or supplement the CIP;
30. Activities will be based upon the campus needs assessment and aligned to help meet the performance objectives;
31. Activities must be a minimum of 45 minutes in length and planned for each hour a center is open;
32. Activities will be well planned and supplement the school day content by using a variety of instructional methods different from those used in the classroom.
33. Activities will be regular, on-going and appropriate to the age and grade level of the students to be served and provided year round to expand and enhance learning;
34. Activities will be hands-on and encourage student attendance and participation;
35. Curriculum for academic related activities will align with TEKS whenever possible;
36. Activities will be supervised by qualified individuals at all times and ensure that the appropriate supervising adult to student ratio (22 to 1) is met;
37. Activities will include the resources necessary to meet student's needs;
38. Access to small group instruction designed to provide intervention and accelerated learning for students at risk of academic failure will be available.

Written Agreements

39. Applicants are required to use the template provided in Schedule #4-Program Requirements, Part 5: Written agreements, and address the following:
40. The roles and responsibilities of each organization in providing activities during year 2.
41. The costs for the services to be provided by the partner organization, or indicate that the services will be provided at no cost to the grant.
42. The roles of each organization in providing, sharing and reporting student data required to meet data and reporting requirements of the grant.

Supplement not Supplant: Applicant provides assurance that financial assistance provided under the grant program will supplement, and not supplant, state, federal, and local funds.

Maintenance of Effort: *Public Law 107-110, Section 9521 states "a local educational agency may receive funds under a covered program for any fiscal year only if the State educational agency finds that either the combined fiscal effort per student or the aggregate expenditures of such agency and the State with respect to the provision of free public education by such agency for the preceding fiscal year was not less than 90% of such combined fiscal effort or aggregate expenditures for the second preceding fiscal year". This maintenance of effort requirement applies to the Texas 21st CCLC Year 3 grant.*

The signing of this interlocal agreement indicates acceptance of and compliance with all requirements described on this schedule.

SCHOOL BOARD AGENDA ITEM SUMMARY

August 23, 2010

SUBJECT: CONSIDERATION OF APPOINTMENT TO THE CITY OF BAYTOWN REINVESTMENT ZONE NUMBER ONE BOARD AND THE BAYTOWN REDEVELOPMENT AUTHORITY

RECOMMENDED ACTION: Appoint Chief Financial Officer Pete Pape to serve on the City of Baytown Reinvestment Zone Number One Board and the Baytown Redevelopment Authority.

RATIONALE: The City of Baytown Reinvestment Zone Number One Board is made up of nine members. Six members are appointed by the Baytown City Council, one appointed by Harris County, one appointed by Goose Creek CISD, and one appointed by Lee College. The Board meets whenever necessary and is charged with preparing and approving project and financing plans within the Zone and approving participation agreements for the Zone; all subject to City Council approval. This term will begin on September 1, 2010, and end on August 31, 2011.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Pape

SCHOOL BOARD AGENDA ITEM SUMMARY

August 23, 2010

SUBJECT: CONSIDERATION OF SERVICE AGREEMENT BETWEEN GOOSE CREEK CISD AND REGION 4 EDUCATION SERVICE CENTER

RECOMMENDED ACTION: Approve the contracted services for the Bilingual/ESL Program Evaluation to be conducted by Region 4 for the cost of \$32,740.

RATIONALE: The program evaluation is a required program activity resulting from the TEA On-Site Visit of 2008.

BUDGET PROVISIONS/ACTION REQUIRED: Total cost: \$32,740.
Local Funds

RESOURCE PERSONNEL: Dr. Toby York
Mrs. Diana Cox
Mr. Pete Pape
Mrs. Norma Picacio-Jones

REGION 4 SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made and entered into by and between Goose Creek Consolidated Independent School District (“District”), and Region 4 Education Service Center (“Region 4”), 7145 W. Tidwell, Houston, Texas 77092 (sometimes collectively referred to as the “Parties” or individually as the “Party”) acting by and through their duly authorized officers or employees.

PREMISES

WHEREAS, Region 4 is competent to provide such services and wishes to enter into this Agreement; and

NOW THEREFORE, District and Region 4 agree that the following terms, conditions, and limitations shall govern this Agreement:

1. Term and Termination

This Agreement shall commence on the Effective Date specified below and shall automatically terminate upon the completion of all duties outlined below.

2. Region 4 Duties

Pursuant to this Agreement, Region 4 shall:

- 2.1. Provide specialist(s) to perform a Bilingual/ESL Program Evaluation on the following dates: September 17–December 16, 2010 from 8:30 AM to 3:30 PM at the following location: Administration Building, 4544 Interstate 10 East, Baytown, for a maximum of 20 participants.
- 2.2. Invoice District upon completion of Services.

3. District Duties

District shall:

- 3.1. Furnish Region 4 with a list of participants
- 3.2. Ensure that participants complete Region 4’s online evaluation within one week after services are rendered.
- 3.3. Provide space and accommodations, including an overhead projector and screen, necessary to ensure an interactive, hands-on professional development experience for participants.
- 3.4. Have an administrator participate in training to provide follow-up.
- 3.5. Make payment to Region 4 according to Section 4, below.

4. Compensation

In exchange for the Services, District shall pay to Region 4 an amount not to exceed thirty two thousand seven hundred forty dollars (\$32,740.00). The District shall pay all amounts due to Region 4 according to the terms of this Agreement within thirty (30) days of receiving an invoice.

5. Expenses

All expenses will be included in the fee for services which is noted in Section 4, Compensation.

6. Relationship of the Parties

It is understood and agreed that the parties are separate legal entities, and neither Region 4, nor any of its employees, volunteers, or agents contracted by it, shall be deemed for any purposes to be employees or agents of District. Region 4 assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

7. No Assumption of Liability

Neither Party assumes the liability for the system(s) under the control of the other Party or for the actions of the employees of the other Party.

8. No Waiver of Immunity

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

Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable, nor to waive any immunity or defense to which either Party may be entitled, or to create an impermissible deficiency debt of District or Region 4.

9. Ownership of and Rights to Intellectual Property

This Agreement shall not be construed to convey any rights of ownership or any other license, right, title or interest in the other Party's trademarks, copyrights, or patents. Each Party to this Agreement retains the right of ownership in its respective intellectual property.

Furthermore, this is not a "work for hire" agreement and Region 4 retains sole ownership of any original works it creates during the course of this Agreement.

10. Confidential and Proprietary Information

As part of this Agreement, the parties may disclose confidential and/or proprietary information, including employee information, technical information, data, drawings and specifications, reports, methods, diagrams, processes, intellectual property, research, and/or processes and procedures. The receiving party shall (i) hold the disclosing party's Confidential/Proprietary Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this Agreement. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, including the Texas Public Information Act, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

Notwithstanding anything else contained in this Agreement to the contrary, the term of this Confidential Information section shall continue indefinitely and this section shall survive the termination of this Agreement.

11. Subcontractors

Nothing in this Agreement shall be construed to prohibit Region 4 from using subcontractors to fulfill its duties under this Agreement.

12. Miscellaneous

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

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

To: Region 4
Attn: Ana Llamo
Senior Consultant
7145 West Tidwell
Houston, Texas 77092-2096
Phone: 713.744.6883
Fax: 713.744.2731
Email: allamo@esc4.net

To: Goose Creek Consolidated Independent School District
Attn: Norma Picacio-Jones
Director of Bilingual/ESL Education
4544 Interstate 10 East
Baytown, Texas 77521
Phone: 281.420.4428
Fax: 281.420.4408
Email: norma.picacio-jones@gccisd.net
Cc: Dr. Toby York, Superintendent

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

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

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

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

Release of Information. The Parties each acknowledge that the other is a public entity subject to the Texas Public Information Act, Chapter 552.001, et. seq. of the Texas Government Code (the "Act"). This Agreement, and any other information submitted to a Party, is subject to disclosure under the Act unless the Texas Attorney General determines that an exception to the Act applies.

Complete Understanding. This Agreement shall constitute the complete understanding of Region 4 and the District, and may not be modified in any manner without the express written consent of both parties.

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

This Agreement is executed in multiple counterparts, each of which shall have the full force and effect of an original Agreement, and each of which shall constitute but one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



IN WITNESS THEREOF, authorized representatives of District and Region 4 have executed this Agreement effective on June 10, 2010.

BY: REGION 4

Liselotte Thompson

Director Signature

Liselotte Thompson

Printed Name

7.22.10

Date

Accountability Solutions

Department

BY: Executed by Board President

Authorized Signature

Printed Name

Date

Purchase Order #

BY: REGION 4

Doris Delaney

Deputy Executive Director Signature

Doris Delaney, EdD

Printed Name

7/22/10

Date

Education Services

Division

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

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

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

Recess into Closed Meeting

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

Texas Government Code Section:

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

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

SCHOOL BOARD AGENDA ITEM SUMMARY

August 23, 2010

SUBJECT: CONSIDERATION OF PERSONNEL ACTION

RECOMMENDED ACTION: Approve seven (7) elections subject to assignment and place on teacher hiring placement scale; approve one (1) resignation.

RATIONALE: Fill vacancies for the 2010-2011 school year and accommodate employees' request to resign.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier

/jr

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Office of the Superintendent
Baytown, Texas

August 23, 2010

ELECTIONS

1. **Christina Braeking**, teacher, assigned to Alamo Elementary School.

A. High School Attended	Santa Fe High School
B. Degree Conferred	BS – SHSU
C. Hours in Teaching Areas	Elementary – 56
D. Grades	Excellent
E. Experience	None
F. Certification	Standard Generalist EC-4
G. Honors	Cum Laude
H. Interviewers	S. Moore-Fontenot, R. Wyatt

2. **Imelda Buckalew**, teacher, assigned to Lamar Elementary School.

A. High School Attended	Homer Hanna High School
B. Degrees Conferred	BA – UT @ Brownsville, MA – SFASU
C. Hours in Teaching Areas	Elementary – 48; Bilingual – 36
D. Grades	Good
E. Experience	6 years
F. Certification	Provisional Bilingual/ESL
G. Interviewers	S. Moore-Fontenot, R. Ysquierdo

3. **Natalie Castillo**, nurse, assigned to Highlands Elementary School.

A. High School Attended	Robert E. Lee High School
B. Degrees Conferred	BS – Lamar University
C. Hours in Teaching Areas	Nursing – 56
D. Grades	Excellent
E. Experience	None
F. Certification	Nurse Licensure
G. Interviewers	S. Moore-Fontenot, R. Perrin

4. **Melissa DeHoyos**, teacher, assigned to Robert E. Lee High School.

A. High School Attended	Lovington High School, NM
B. Degree Conferred	BA – Lamar University
C. Hours in Teaching Areas	Special Ed – 56; English – 24; Reading – 18
D. Grades	Good
E. Experience	None
F. Certification	Standard Special Ed EC-12 Standard English Language Arts/Reading 8-12
G. Interviewers	Dr. B. Cannariato, B. Davis

5. **Joseph Fincher**, teacher, assigned to Robert E. Lee High School.

A. High School Attended	Mount Vernon High School
B. Degree Conferred	BA – University of North Texas
C. Hours in Teaching Areas	English – 36; Reading – 24
D. Grades	Good
E. Experience	None
F. Certification	Standard English Language Arts/Reading 8-12
G. Interviewers	Dr. B. Cannariato, B. Davis

6. **Stephanie Juarez**, teacher, assigned to Robert E. Lee High School.

A. High School Attended	Robert E. Lee High School
B. Degrees Conferred	BA and MS – Lamar University
C. Hours in Teaching Areas	Deaf Ed – 56; Elementary – 24
D. Grades	Good
E. Experience	None
F. Certification	Standard Deaf/Hearing Impaired EC-12 Generalist EC-6
G. Interviewers	Dr. B. Cannariato, B. Davis

7. **Doris Keith**, teacher, assigned to Ashbel Smith Elementary School.

A. High School Attended	North Shore High School
B. Degree Conferred	BA – UH
C. Hours in Teaching Areas	Bilingual 48; Elementary – 24
D. Grades	Good
E. Experience	6 years
F. Certification	Standard Bilingual Generalist-Spanish EC-4
G. Interviewers	S. Moore-Fontenot, S. Raymundo

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Office of the Superintendent
Baytown, Texas

August 23, 2010

RESIGNATIONS

1. **Tammy Edwards**, Principal of Gentry Junior School, resigned effective August 9, 2010. Mrs. Edwards accepted a position as high school principal with Fort Bend ISD.