



# GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**DATE, TIME, LOCATION: MONDAY, JULY 25, 2011, 6:30 PM  
REGULAR MEETING OF THE BOARD OF TRUSTEES  
ADMINISTRATION BUILDING BOARD ROOM  
4544 INTERSTATE 10, BAYTOWN, TEXAS**

## **AGENDA**

1. CALL TO ORDER/DECLARATION OF QUORUM
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    1. Discussion of Personnel
      - a. Approve Elections
      - b. Accept Resignations

c. Approve Administrative Election--Elementary Math Instructional Specialist

2. Consultation with Attorney

Regarding Pending Litigation or a Settlement Offer on Matters or a Matter in Which the Duty of the Attorney of the Governmental Body Under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Conflicts with the Texas Open Meetings Act; Regarding Grievance Matter -- Consideration of Pending or Contemplated Litigation Regarding Technical Contracts, Construction Matter

3. Superintendent's Evaluation

4. Discussion of Purchase, Exchange, Lease, or Value of Real Property

5. Level III Grievance with Suzanna Raymundo

E. Consideration of Personnel

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1. Approve Elections

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2. Accept Resignations

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3. Approve Administrative Election--Elementary Math Instructional Specialist

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F. Consideration of Level III Grievance with Suzanna Raymundo

8. ADJOURNMENT

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

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

## **CITIZENS' PARTICIPATION**

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

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

July 11, 2011

The Board of Trustees and the Administrative Staff of the Goose Creek Consolidated Independent School District met in a Regular Board Meeting on Monday, July 11, 2011, in the Board Room of the Administration Building, 4544 Interstate 10, 6:30 p.m., with the following Board members present:

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

**ABSENT:** None

**OPENING EXERCISE**

The Opening Exercise for the July 11, 2011, Board Meeting was given by Board Members. Board Member Carl Burg asked for a moment of silence and gave the prayer. Board Member Daniel Blackford led the Pledges of Allegiance to the United States and Texas flags.

**CITIZENS PARTICIPATION**

No one registered to address the Board of Trustees.

**DISPOSITION OF MINUTES**

**June 13, 2011, Regular Board Meeting**

Mr. Martin moved and Mr. Sampson seconded the motion **THAT THE BOARD APPROVE THE MINUTES FOR THE JUNE 13, 2011, REGULAR BOARD MEETING AS PRESENTED.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loreda, and Mr. Martin voting for the motion.

**June 27, 2011, Regular Board Meeting and Workshop**

Mr. Burg moved and Mr. Loreda seconded the motion **THAT THE BOARD APPROVE THE MINUTES FOR THE JUNE 27, 2011, REGULAR BOARD MEETING AND WORKSHOP AS PRESENTED.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, and Mr. Loreda voted for the motion. Mr. Martin abstained.

## DISCUSSION ITEMS

### 8302. DISCUSSION OF SUPERINTENDENT'S REPORTS

#### Goose Creek CISD Facilities Update

Superintendent Toby York introduced Assistant Superintendent Byron Terrier and, in the absence of Executive Director David Fluker, Project Manager Bruce Riggs. The Facilities report consisted of oral and PowerPoint information on the following:

- FCA Critical Projects (previously approved by the Board)
- North Main and Wallisville Upgrades
- Facilities Management Complex: Phase III (previous bond issue)
- Early College High School Update

#### Legislative Update

##### Human Resources—Dr. Byron Terrier:

- *An employee's probationary, continuing, or term contract is **void** if the employee: (1) **does not hold a valid certificate or permit** issued by the State Board for Educator Certification; (2) **fails to fulfill the requirements necessary to renew** or extend the employee's temporary, probationary, or emergency certificate or any other certificate or permit.*
- *Before a school district may employ a candidate as a teacher of record, the candidate must complete at least **15 hours** of field-based experience in which the candidate is actively engaged in instructional or educational activities. This applies only to an initial certification issued on or after September 1, 2012.*
- *Not later than the **10th** [45th] day before the last day of instruction in a school year, the board of trustees shall notify in writing each teacher whose contract is about to expire whether the board proposes to renew or not renew the contract.*
- *The board of trustees of a school district may, in accordance with district policy, implement a **furlough** program and **reduce** the number of days of service otherwise required under Section 21.401 by **not more than six days** of service during a school year if the commissioner certifies in accordance with Section 42.009 that the district will be provided with **less state and local funding** for that year **than** was provided to the district for the **2010-2011 school year**.*
- **Class Size Update**  
*You may recall that during the Regular and Special Sessions of the 82nd Texas Legislature language was included in various bills that would have changed the 22:1 class size ratio. SB 8 of the Special Session was the most recent bill to address the issue. However, by the end of the Special Session, to the best of my knowledge passage of SB 8 **did not include any language to address class size limits**. As a result, there would be no change to current law.*

School Finance—Mr. Pete Pape:

SB-1

- *Regular Program Adjustment Factor (RPAF) 92.39% in Year 1 & 95.195% in Year 2*
- *Target Revenue is unchanged*
- *Maximum tax rate districts get EWL of \$339,500 and GL of \$33.95 for pennies above Austin yield*
- *Average reduction of 5.6% compared to current law*
- *Gain limit repealed*

SB-1 Year 2

- *RPAF 98% for most districts, 95.195 for “formula” districts*
- *Target revenue reduced to 92.35% of its current level*
- *EWL and GL for pennies above Austin yield at current law levels*
- *Average reduction of 5.4% compared to current law*
- *Gain limit repealed*

*Clarifies that proration will be calculated off state and local funds. Maintains current-law proration entitlement for districts to be repaid reduced state aid that occurs due to proration.*

SB-6

*Creates an Instructional Materials Allotment which entitles a school district to an annual allotment from the state instructional materials fund for each student enrolled in the district on a date during the preceding school year specified by the commissioner.*

*IMA money may be used to purchase: materials off of the commissioner’s Electronic Textbook and Instructional Material List; instructional materials, regardless of whether or not they are on the SBOE adopted list; consumable instructional materials; bilingual, supplemental, and state-developed open-source instructional materials; and technology necessary to support the use of instructional materials adopted.*

*The allotment may also be used to pay for training educational personnel in the appropriate use of instructional materials and the salary and other expenses of an employee who provides technical support.*

*After August 31, 2012, districts must prioritize expenditures from the allotment to ensure that the foundation curriculum is covered prior to district expenditures on electronic equipment.*

*The bill establishes Technology Lending Program Grants, which allows the commissioner to establish grants awarded to school district and open-enrollment charters to implement a technology lending program to purchase, maintain, and insure technological equipment for the*

*purposes of loaning students equipment necessary to access and use electronic instructional materials.*

Transition Plan for Accountability—Ms. Diana Cox:  
HB-3

Ms. Cox addressed the textbook issue; i.e. if there is a high need, the District will purchase textbooks. Textbooks are a resource of what is taught, and GCCISD provides teachers the curriculum scope & sequence, and the what, and sometime the how.

There will be a need to make local decisions about academic achievement with the end of course tests now counting 15 percent of the student's final grade. Also, the retention promotion issue will have to be addressed and policies will need to be amended.

School Administration (Discipline Management)—Ms. Suzanne Heinrich:

- Truancy Prevention and Intervention changes have been worked into the students' handbook  
And District procedures. District personnel will see more in the area of prevention and intervention in the truancy front.
- Corporal Punishment has changed. Parents now have to sign if they are willing to have their children punished using corporal punishment and this adjustment has been made to the parent acknowledgement form.
- Now, if a student hacks into a computer system within a school district, he/she is eligible for a discretionary placement, which could be out-of-school suspension. This is a new law the District will be reviewing.
- Legislative information on bullying was presented. There are new rulings on bullying; however, the District is on target in the area of bullying. Bullying training, which is required with new legislation, is with the District's sexual harassment training; however, the District Administration is looking at pulling that out. Also, there are new rulings regarding restraining of students, i.e., the District's Security Department personnel will need to document any student restraints they may encounter.

Senate Bill 100 (Elections)—Attorney Rick Peebles

School District Attorney Rick Peebles briefed the Board on Senate Bill 100 and how this bill affects school district elections. SB 100 does not require a political subdivision to change its general election date but it does allow a political subdivision to change to the November uniform election date or to May of an odd-numbered year. Goose Creek CISD Board may adopt a resolution no later than December 31, 2011, that changes the length of trustees' terms. The resolution must provide for staggered terms of either three or four years, and the transition must begin with the first regular election occurring after January 1, 2012.

**8303. DISCUSSION OF FMH (LOCAL): STUDENT ACTIVITIES, COMMENCEMENT**

The Board of Trustees reviewed Board Policy FMH (Local): Student Activities, Commencement. After discussion, Board members agreed there would not be any changes in the policy, with the exception of a possible deletion of the word, “baccalaureate.”

**8304. DISCUSSION OF 2011-2012 PROPOSED GOOSE CREEK CISD BOARD GOALS**

It was requested that the Administration provide district-wide goals prior to the Board Workshop scheduled for August 16. Mr. Bill Nemir, Director Leadership Team Services, Texas Association of School Boards, will be in attendance to help facilitate Board Goals at the August 16, 2011, Board Workshop. Board members asked the Superintendent to provide a summative of the current Board Goals and where we are.

**ACTION ITEMS**

**8305. CONSIDERATION OF PARENT/STUDENT HANDBOOK AND CODE OF CONDUCT FOR 2011-2012 SCHOOL YEAR**

The Board of Trustees reviewed the *Student Handbook* and *Code of Conduct* and the revisions made to the documents. Executive Director Suzanne Heinrich and Director Patti Bing assisted the Superintendent with this action item.

Mr. Martin moved and Mr. Loredo seconded the motion **THAT THE BOARD APPROVE THE 2011-2012 STUDENT HANDBOOK AND CODE OF CONDUCT AS PRESENTED UNDER SEPARATE COVER.**

After discussion, Mr. Burg moved to amend the motion and Mr. Smith seconded the amendment **THAT THE BOARD APPROVE THE HANDBOOK WITH EXISTING WORDING NOT TO ALLOW EARRINGS ON MALE STUDENTS.** The motion passed with Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, and Mr. Loredo voting for the motion. Ms. Coffey and Mr. Martin voted against the motion.

Mr. Martin moved and Mr. Loredo seconded the motion **THAT THE ORIGINAL MOTION BE AMENDED TO INCLUDE THE AMENDMENT.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion.

**8306. CONSIDERATION OF APPOINTMENT OF SCHOOL ATTORNEY**

Mr. Loredo moved and Mr. Sampson seconded the motion **THAT THE BOARD APPROVE THE APPOINTMENT OF MR. RICK PEEBLES, P.C., AS THE SCHOOL DISTRICT’S ATTORNEY FOR JULY 1, 2011, THROUGH JUNE 30, 2012, AS RECOMMENDED BY THE SUPERINTENDENT AND IN ACCORDANCE WITH BOARD POLICY BAA (LOCAL).** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion.

This contract represents no addition to 2010-2011 fee schedule.

**8307. CONSIDERATION OF CONSENT AGENDA**

- 1. Agreement with Diane Endel Flood/DBA Bridge of Language**
- 2. Sole Source Purchase of the Inova Process and Inova Plus**
- 3. Interlocal Agreement Between PACE Purchasing Cooperative (Regions 13 & 20), Region 9 ESC Purchasing Cooperative, and Goose Creek CISD**
- 4. Cooperative Management Fees as Required by House Bill (HB) 273**
- 5. Interlocal Agreement Between Goose Creek CISD and Harris County for Community Youth Services (CYS)**
- 6. First Reading of DNA (Local): Performance Appraisal Evaluation of Teachers**
- 7. Budget Amendment**
- 8. Tax Refunds**

Mr. Loredo moved and Mr. Blackford seconded the motion **THAT THE BOARD APPROVE ITEMS 1 THROUGH 8 OF THE CONSENT AGENDA AS PRESENTED IN THE BOARD PACKET.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion.

**Agreement with Diane Endel Flood/DBA Bridge of Language**

The Board approved \$210,000.00 for educational interpreting by certified Interpreters of the Deaf for services between August 23, 2011, and ending July 31, 2012. This Agreement cost \$230,000 for the 2010-2011 school year.

**Sole Source Purchase of the Inova Process and Inova Plus**

The Board approved the purchase of the Inova Process and Inova Plus—English for all District campuses at the cost of \$1,995 per campus, one process for the Spanish TAKS Results \$520, and Inova Plus hosting fee of \$1,659 for a total of \$44,074.

**Interlocal Agreement Between PACE Purchasing Cooperative (Regions 13 & 20), Region 9 ESC Purchasing Cooperative, and Goose Creek CISD**

The Board approved the recommendation to join PACE Purchasing Cooperative (Regions 13 & 20) and Region 9 ESC. This will provide additional purchasing options and enhance purchasing opportunities.

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

The Board approved the report of management fees and contract related fees for participation in cooperative and interlocal agreements meeting the requirements of HB 273.

**Interlocal Agreement Between Goose Creek CISD and Harris County for Community Youth Services**

The Board approved the Interlocal Agreement between Goose Creek CISD and Harris County for Community Youth Services (CYS). This will be a Title 1 budget for an approximate cost of \$99,854.70.

**First Reading for Board Policy DNA (Local): Performance Appraisal Evaluation of Teachers**

The Board approved on First Reading Board Policy DNA (Local): Professional Development and Appraisal System (PDAS) for the appraisal of teachers.

**Budget Amendment**

The Board approved Budget Amendment No. 20 as stated in Section 23.47 of the Texas Education Code and this amendment will be reflected in the official minutes of the Board of Trustees.

**Budget Amendment No. 20**

This amendment to redistribute appropriations between Function 11, Instructional, and 13, Staff Development, was requested by Holli Malloy, Director of Curriculum and Instruction, to pay teacher extra duty pay for training that will occur after regular work hours.

**Tax Refunds**

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

1. Bac Tax Services	\$ 5,385.60
2. Charter Title Company	<u>24,095.16</u>
	\$29,480.76

**8308. FUTURE BOARD AGENDA ITEMS**  
**BOARD TRAINING**  
**BOARD MEETINGS**

**Future Board Agenda Items**

Elementary dress code  
Early College High School  
Organizational Health Inventory (OHI) survey  
Budget and Tax Rate  
Revenue increases and advertisement  
Salary and furlough survey

**Board Training**

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

**Board Meetings/Workshops**

Board Goals Development—August 16, 2011

**CLOSED MEETING**

At approximately 8:54 p.m., President Jenice Coffey recessed the Regular Meeting into a Closed Meeting with the following statement:

“This Board will now recess into Closed Session pursuant to the following sections of the Texas Openning Meetings Act: 551.071, Private consultation with the Board’s attorney; 551.072, Discussing purchase, exchange, lease, or value of real property; 551.074, Discussion personnel or to hear complaints against personnel. No action will be taken while the Board is in Closed Meeting.”

**Board Reconvenes into Regular Session**

At approximately 9:39 p.m., the Board reconvened into Regular Session with President Jenice Coffey presiding. No action was taken while in Closed Session.

## **8309. CONSIDERATION OF PERSONNEL**

### **Personnel Action:**

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

### **Elections Approved:**

1. **Douglas Edwards**, teacher, assigned to Early College High School
2. **Brenda Garcia**, teacher assigned to Baytown Junior School
3. **Kelli Gardner**, teacher, assigned to Ashbel Smith Elementary School
4. **Howard Johnson, Jr.**, teacher-coach, assigned to Baytown Junior School
5. **James Logan**, teacher-coach, assigned to Robert E. Lee High School
6. **Ester Morales**, teacher, assigned to Alamo Elementary
7. **Layne Neumann**, teacher-coach, assigned to Robert E. Lee High School
8. **Jennifer Southerly**, teacher, assigned to Hopper Primary School
9. **Melissa Starr**, teacher, assigned to Special Service Center

### **Resignations Accepted:**

1. **Ebru Bozburun**, ESL teacher at Cedar Bayou Junior School, resigned effective June 23, 2011. Ms. Bozburun is moving back to Turkey.
2. **Kelly Brown**, language arts teacher at Gentry Junior School, resigned effective July 5, 2011. Ms. Brown accepted a position with Barbers Hill ISD where she lives.
3. **Kimberly Carey**, teen leadership teacher at Highlands Junior School, resigned effective July 6, 2011. Ms. Carey has accepted a position out of the country.
4. **Travis Edwards**, assistant principal at Ross S. Sterling High School, resigned effective June 30, 2011. Mr. Edwards accepted a superintendent position with Loraine ISD.
5. **Amanda Gardner**, family and consumer science teacher at Robert E. Lee High School, resigned effective July 7, 2011. Ms. Gardner is getting married and moving to Mississippi.
6. **Maria Garza**, bilingual reading specialist at Ashbel Smith Elementary School, resigned effective June 30, 2011. Ms. Garza accepted a position with Pasadena ISD.
7. **Kirk Hall**, physical education teacher and coach at Goose Creek Memorial High School, retired effective June 14, 2001. Mr. Hall had been with the District three years, but has 29 years outside the District.
8. **Lori Janick**, librarian at Victoria Walker Elementary School, retired effective June 3, 2011. Ms. Janick has been with the District four years, but has 27 years outside the District.

9. **Kyndle Lucas**, science teacher at Ross S. Sterling High School, resigned effective June 22, 2011. Ms. Lucas accepted a position with Clear Creek ISD.
10. **Mary Page**, math instructional specialist, resigned effective June 25, 2011. Ms. Page resigned for health reasons.
11. **Dick Pirkey, Jr.**, small engine repair teacher at Stuart Career Center, retired effective July 1, 2011. Mr. Pirkey had been with the District 12 years.
12. **Kymberly Reeves**, choir director at Robert E. Lee High School, resigned effective July 7, 2011. Ms. Reeves accepted a position closer to her home in League City.
13. **Bradley Shea**, social studies teacher and coach at Robert E. Lee High School, resigned effective June 28, 2011. Mr. Shea is moving to Dallas, Texas, to be closer to his family.
14. **Joseph Spates**, math teacher and coach at Goose Creek Memorial High School, resigned effective July 5, 2011. Mr. Spates accepted a position at ExxonMobil.
15. **Tracey Woodson**, language arts teacher at Gentry Junior School, resigned effective June 27, 2011. Ms. Woodson accepted a position with Sheldon ISD.

#### Administrative Elections:

##### **Crockett Elementary Principal**

Mr. Loredó moved and Mr. Sampson seconded the motion **THAT THE BOARD APPROVE THE ADMINISTRATIVE ELECTION OF SUSAN GRIFFIN FOR PRINCIPAL AT CROCKETT ELEMENTARY SCHOOL AS RECOMMENDED BY THE ADMINISTRATION.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loredó, and Mr. Martin voting for the motion.

##### **Coordinator of Social Studies**

Mr. Burg moved and Mr. Martin seconded the motion **THAT THE BOARD APPROVE THE ADMINISTRATIVE ELECTION OF TAUNYA BREAUX FOR COORDINATOR OF SOCIAL STUDIES AS RECOMMENDED BY THE ADMINISTRATION.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loredó, and Mr. Martin voting for the motion.

#### **ADJOURNMENT**

President Coffey adjourned the Board Meeting at approximately 9:41 p.m.

## **SUPERINTENDENT'S REPORTS**

Goose Creek CISD 2011-2012 Budget and Tax Rate

Goose Creek CISD Facilities Update

Annual Review of Board Policies Regarding Child  
Abuse and Neglect

# Goose Creek CISD

## Budget & Tax Rate Presentation

MONDAY, JULY 25, 2011

2011/12 Budget

Maintenance & Operations (M&O) Tax rate

Interest & Sinking (I&S) Tax Rate

# The Timeline

- Approve budget & tax rates on 8/22/2011.
  - By law board must adopt budget by 8/30/2011
  - By law districts must adopt tax rates within 60 days of receiving certified values from appraisal district (may adopt earlier and use preliminary values)
  - Goal this evening: Provide information to make these decisions.

# The Budget

Description	2011/12	2012/13
Foundation Schools Program (FSP)	(12,200,000)	(1,900,000)
Edu Jobs Funding (Fed)	3,500,000	(3,500,000)
State Grants	(1,100,000)	0
Total:	(9,800,000)	(5,400,000)
Budget Reduction	13,633,180	0
Total:	3,833,180	(1,566,820)

Additional Revenues	Amount	Restrictions
Chambers County PSF	\$1,300,000	Only capital projects
Foundation Schools Program (FSP)	\$9,000,000	None

# Ideas

- Undo the 15% reduction to the campus per student allotment at a cost of \$200,000.

# Tax Rates

- Each fiscal year the board of trustees must adopt the following two tax rates:
  - 1. Maintenance & Operations
  - 2. Interest & Sinking
- These two tax rates comprise the total tax rate for the district.

# Maintenance & Operations Fund (199)

- The M&O tax rate is for the day-to-day operations of the district. For example: payroll, utilities, supplies, etc.
- GCCISD is at the state maximum (\$1.04) without a tax ratification election (TRE).
- To increase the M&O tax rate the board of trustees must call for an election. The maximum M&O tax rate with an election is \$1.17.
- The board may decrease this tax rate without an election, however, it will result in a loss in both state and local funds.

# Interest & Sinking Fund (516)

- The I&S tax rate is used to pay off the district's debts (bonds).
- There is no state aid in this fund. The debt service tax rate is determined by the district's property value and the annual bond payments.
- For the past two years the district has adopted an I&S tax rate that is lower than what is needed and has transferred remaining 2005 bond funds into the I&S fund to meet the bond payment schedule.

# 2008/09 -Current

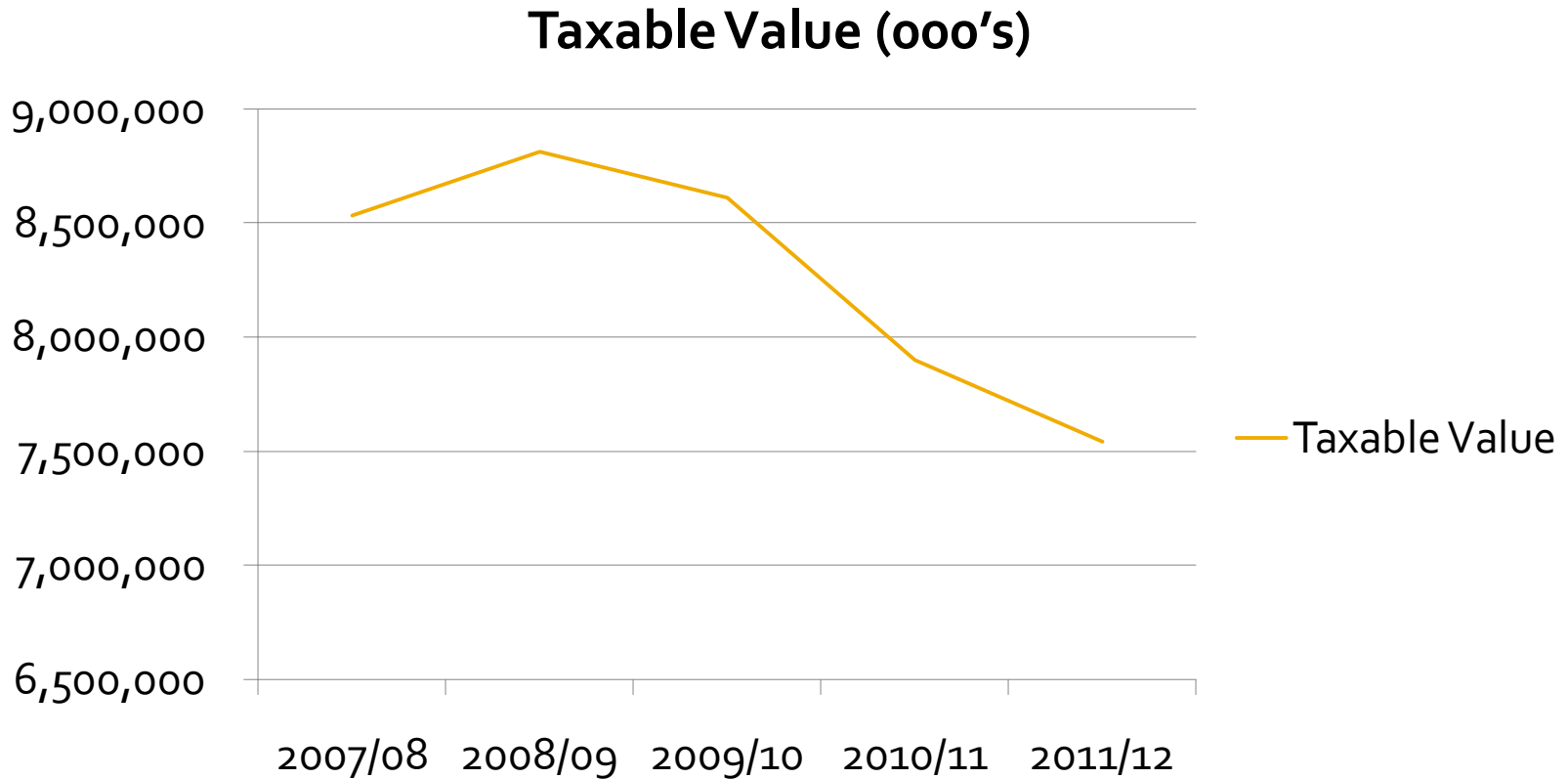
- August 31, 2009 transferred \$2,600,000 from 2005 Bond to I&S.
- November 2009 transferred the 1994-\$3,542 and the 1999-\$107,163 remaining bond funds to I&S.
- June 28, 2010 transferred \$3,000,000 from 2005 Bond to I&S.
- July 25, 2011 expected to transfer \$6,500,000 from 2005 Bond to I&S.

# 4-Yr Debt Service Forecast

@ 98.5% Collection Rate & 1% property value increase

	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15
Property Value	\$ 8,732,496,275	\$ 7,800,000,000	\$ 7,500,000,000	\$ 7,575,000,000	\$ 7,650,000,000	\$7,726,500,000
Bond Principal	\$ 7,909,810	\$ 12,034,148	\$ 11,864,148	\$ 10,339,148	\$ 13,539,148	\$14,129,148
Bond Interest	18,588,211	14,760,242	15,146,498	16,670,723	13,468,980	12,873,154
Other Fees	50,000	50,000	50,000	50,000	50,000	50,000
<b>TOTAL PAYMENTS</b>	<b>\$ 26,548,021</b>	<b>\$ 26,844,390</b>	<b>\$ 27,060,646</b>	<b>\$ 27,059,871</b>	<b>\$ 27,058,128</b>	<b>\$27,058,128</b>
Rate needed:	0.3086	0.3493	0.3663	0.3627	0.3591	.3555
Actual I&S Rate:	.24213	.26213	?	?	?	?

# Interest & Sinking Fund



# 2005 Bond Funds as of 6/30/2011

Proceeds from Sale of Bonds	\$242,843,796
Less: Issuance Costs	(\$ 1,905,307)
Net Proceeds from Sale of Bonds	\$240,938,489
Interest Earned on Bond Proceeds	\$ 19,577,524
Less: Arbitrage	\$ 1,446,524
Less: Actual Expenditures	\$232,836,480
Less: Set Aside for Remaining Projects	\$ 1,382,429
Less: 2009 & 2010 Transfers to I&S	\$ 5,600,000
Remaining Balance of 2005 Bonds	\$ 19,250,580
Less: Est. July 2011 Transfer to I&S	\$6,500,000
Est. Remaining Balance of 2005 Bonds	\$12,750,580

# Average Residence Property Value

	2008/09	2009/10	2010/11	2011/12	% Change from 08/09
Average Market Value	\$112,091	\$92,458	\$91,199	\$91,057	-18.8%
Average Taxable Value	\$85,026	\$68,846	\$68,016	\$67,648	-20.4%

	08/09	09/10	10/11	11/12	11/12	Diff
I&S Taxes	\$206	\$167	\$180	\$177	\$184	\$7
I&S Tax Rate	.24213	.24213	.26213	.26213	.27213	\$.01

## ORIGINAL BOND PROGRAM

<i>Fiscal Year</i>	<i>M&amp;O</i>	<i>I &amp; S</i>	<i>Total</i>
2001	1.48960	0.17170	\$1.66130
2002	1.48960	0.21470	\$1.70430
2003	1.48960	0.20469	\$1.69429
2004	1.50000	0.18371	\$1.68371
2005	1.50000	0.18371	\$1.68371
2006	1.50000	0.23500	\$1.73500
2007	1.33000	0.32000	\$1.65000
2008	1.00000	0.33000	\$1.33000
2009	1.04000	0.35000	\$1.39000
2010	1.04000	0.35000	\$1.39000
2011	1.04000	0.35000	\$1.39000
2012	1.04000	0.35000	\$1.39000
2013	1.04000	0.33249	\$1.37249
2014	1.04000	0.32454	\$1.36454
2015	1.04000	0.31980	\$1.35980
2016	1.04000	0.31511	\$1.35511
2017	1.04000	0.31049	\$1.35049
<b>Max Increase:</b>		<b>0.16629</b>	

## FINAL RESULTS BOND PROGRAM

<i>Fiscal Year</i>	
	0.17170
	0.21470
	0.20469
	0.18371
2005	0.18371
2006	0.22750
2007	0.26562
2008	0.30196
2009	0.24213
2010	0.24213
2011	0.26213
2012 Estimated	?
2013 Estimated	?
2014 Estimated	?
2015 Estimated	?
2016 Estimated	?
2017 Estimated	?
<b>Max Increase</b>	<b>0.11825</b>

# Tax Rate Options

## 0 – 10 cents

Tax Rate	0.26213	0.27213	0.28213	0.29213	0.30213	0.31213	0.32213	0.33213	0.34213	0.35213	0.36213
I&S Revenue	\$ 19,198,142	\$ 19,968,106	\$ 20,738,070	\$ 21,508,034	\$ 22,277,999	\$ 23,047,963	\$ 23,817,927	\$ 24,587,891	\$ 25,357,855	\$ 26,127,819	\$ 26,897,783
2010/11 Bond Payment	\$ 26,844,000	\$ 26,844,000	\$ 26,844,000	\$ 26,844,000	\$ 26,844,000	\$ 26,844,000	\$ 26,844,000	\$ 26,844,000	\$ 26,844,000	\$ 26,844,000	\$ 26,844,000
Surplus/ (Short)	\$ (7,651,858)	\$ (6,881,894)	\$ (6,111,930)	\$ (5,341,966)	\$ (4,572,001)	\$ (3,802,037)	\$ (3,032,073)	\$ (2,262,109)	\$ (1,492,145)	\$ (722,181)	\$ 47,783
Bond Balance	\$ 1,590,142	\$ 2,360,107	\$ 3,130,072	\$ 3,900,037	\$ 4,670,003	\$ 5,439,968	\$ 6,209,933	\$ 6,979,898	\$ 7,749,863	\$ 8,519,828	\$ 9,289,793

# Tax Rate Options

I&S Tax Rate Increase	# Years Remaining Bond Funds will cover revenue shortage	# Years Remaining Bond Funds will cover if refinance bonds
.00	1.7	1.9
.01	1.9	2.2
.02	2.1	2.5
.03	2.3	2.9
.04	2.7	3.5
.05	3.2	4.3
.06	3.9	5.8
.07	5.1	8.7
.08	7.1	17.6
.09	12.2	Will not use
.10	41.4	Will not use
.11	Will not use	Will not use

# Estimated Annual Bond Payment Amounts

Estimated Bond Amount	\$100,000,000	\$125,000,000	\$150,000,000
Annual Payment	\$5,440,000	\$6,800,000	\$8,175,000
Taxes Per Penny	\$765,000	\$765,000	\$765,000
# Pennies Needed to Make New Bond Payment	\$.0711	\$.0889	\$.1069

# Tax Rate Presentation

- Questions???

# Facilities Report

Charles T. York, Ed.D.,  
Superintendent

Byron P. Terrier, Ed.D.,  
Assistant Superintendent  
Administrative Services

David K. Fluker,  
Executive Director  
Facilities Management

Bruce R. Riggs,  
Project Manager

Board Report  
July 25, 2011

# Early College High School

- ❖ Preliminary design has been completed for a 25,000 SF, two story building to accommodate approximately 400 students and includes:
  - ❖ 14 classrooms and a book storage room
  - ❖ Science lab for chemistry, biology and physics
  - ❖ Cafetorium for 100 students
  - ❖ Offices, work rooms and restrooms
  - ❖ Parking lots and bus drop-off areas

# Cost Estimates

We have three cost estimates based on different delivery systems:

- ❖ Bartlett Cocke “Site Build” using the CM@R method
- ❖ RamTech “Design Build” modular system
- ❖ Nortex “Modular Building” system

# Bartlett Cocke CM@R

Building construction cost:	\$2,848,548
Fees and allowances:	\$231,913
Site work construction cost:	\$574,225
Owner required fees:	\$58,004
Masonry exterior add:	\$90,000
FF&E:	\$200,000
Technology:	\$50,000
HVAC 4-pipe:	Included
Security electronics:	\$217,000
Design build architect fees:	Included
Bonds	Included
<b>Grand Total Estimated Cost:</b>	<b>\$4,269,690</b>
Estimated Construction Time:	12 months

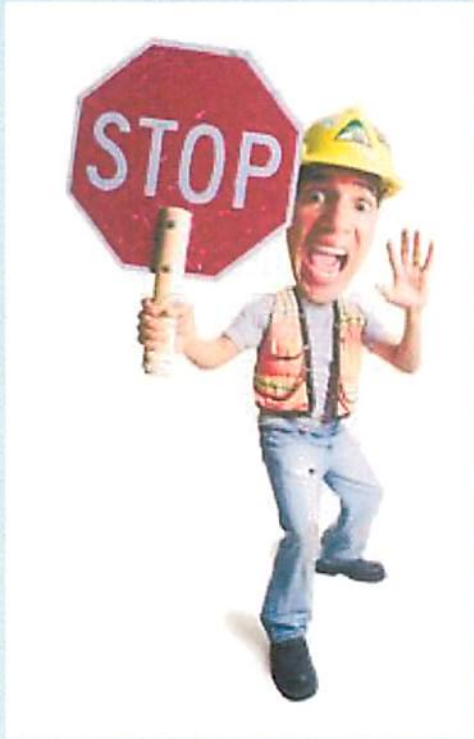
# Ramtech Design Build Modular System

Building construction cost:	\$3,383,000
Fees & Allowances	\$61,913
Site work construction cost:	\$574,225
Owner required fees:	\$56,004
Masonry exterior add:	65,000
FF&E:	200,000
Technology:	50,000
HVAC 4-pipe:	782,000
Security electronics:	47,000
Design build architect fees:	\$75,000
Bonds	\$59,203
<b>Grand Total Estimated Cost:</b>	<b>\$5,353,345</b>
Estimated Construction Time:	12 months

# Nortex Modular System

Building construction cost:	\$3,648,289
Fees and allowances:	\$56,913
Site work construction cost:	\$574,225
Owner required fees:	\$56,004
Masonry exterior add:	Not included
FF&E:	\$200,000
Technology:	\$50,000
HVAC 4-pipe:	Not included
Security electronics:	\$217,000
Design build architect fees:	\$75,000
Bonds	\$63,845
<b>Grand Total Estimated Cost:</b>	<b>\$4,941,276</b>
Estimated Construction Time:	12 months

*See You Next Month With More!*



**THE END**

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

July 25, 2011

**SUBJECT: DISCUSSION 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  
Ms. Janci Alexander

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>
ELECTRONIC MEDIA	<p>Electronic media includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), web logs (blogs), electronic forums (chat rooms), video-sharing Web sites, editorial comments posted on the Internet, and social network sites. Electronic media also includes all forms of telecommunication, such as landlines, cell phones, and Web-based applications.</p>
USE WITH STUDENTS	<p>In accordance with administrative regulations, a certified or licensed employee, or any other employee designated in writing by the Superintendent or a campus principal, may use electronic media to communicate with currently enrolled students about matters within the scope of the employee's professional responsibilities. All other employees are prohibited from using electronic media to communicate directly with students who are currently enrolled in the District. The regulations shall address:</p> <ol style="list-style-type: none"><li data-bbox="553 1806 1187 1834">1. Exceptions for family and social relationships;</li></ol>

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

2. The circumstances under which employees may use text messaging to communicate with students; and
3. Other matters deemed appropriate by the Superintendent or designee.

An employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic media. [See CPC]

PERSONAL USE

Employees shall be held to the same professional standards in their public use of electronic media as they are for any other public conduct. If an employee's use of electronic media violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

SAFETY  
REQUIREMENTS

All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

HARASSMENT OR  
ABUSE

Employees shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect]

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.

RELATIONSHIPS WITH  
STUDENTS

Employees shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

TOBACCO USE  
INDIVIDUAL  
EMPLOYEE  
RESPONSIBILITY

As with all District policies and regulations, individual employees shall adhere to District expectations and requirements prohibiting tobacco use.

PRINCIPAL'S /  
SUPERVISOR'S  
RESPONSIBILITY

Principals and supervisors shall ensure that:

1. Employees within schools or organizations are aware of and understand expectations with regard to the standards of conduct included in this policy.

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

	<p>2. Violations are addressed according to established guidelines.</p>
<p>VIOLATIONS</p>	<p>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.</p>
<p>FIRST OFFENSE</p>	<p>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.</p>
<p>SECOND OFFENSE</p>	<p>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.</p>
<p>THIRD OFFENSE</p>	<p>For the third offense, the penalty shall be a one-day suspension without pay.</p>
<p>FOURTH AND SUBSEQUENT OFFENSE</p>	<p>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.</p>
<p>NOTICES</p>	<p>Notices stating that tobacco use is prohibited shall be prominently displayed in all District facilities.</p>
<p>ALCOHOL AND DRUGS</p>	<p>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:</p> <ol style="list-style-type: none"><li>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.</li><li>2. Alcohol or any alcoholic beverage.</li><li>3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.</li><li>4. Any other intoxicant, or mood-changing, mind-altering, or behavior-altering drugs.</li></ol> <p>An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.</p>
<p>EXCEPTIONS</p>	<p>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</p>

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

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;
  - 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.

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LEGAL)

**EDUCATOR ETHICS** 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.

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.

*Education Code 21.041(8); 19 TAC 247.1, 247.2*

**REPORT TO SBEC OF  
EDUCATOR  
MISCONDUCT** 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.

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]

*Education Code 21.006; 19 TAC 249.14*

**PUBLIC SERVANTS** 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. *Penal Code 1.07(a)(41), Title VIII* [See DBD and BBFA]

**TOBACCO USE  
PROHIBITED** The Board shall prohibit smoking or using tobacco products at a school-related or school-sanctioned activity on or off school property.

**ENFORCEMENT** The Board shall ensure that District personnel enforce the policies on school property.

*Education Code 38.006(1)(3)* [See also FNCD and GKA]

**DRUG AND ALCOHOL  
ABUSE PROGRAM** The Board shall prohibit the use of alcoholic beverages at school-related or school-sanctioned activities on or off school property.  
*Education Code 38.007(a)*

**FEDERAL DRUG-  
FREE WORKPLACE  
ACT** A district that receives a direct federal grant must agree to provide a drug-free workplace by:

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*

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.

STUDENT WELFARE  
CHILD ABUSE AND NEGLECT

FFG  
(LEGAL)

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. *Family Code 261.107(a)*

COERCION	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>
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	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]
INTERFERENCE WITH INVESTIGATION	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>
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

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### 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 (800-252-5400) or on the Web at [www.txabusehotline.org](http://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:

- Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect; or

Goose Creek CISD  
101911

STUDENT WELFARE  
CHILD ABUSE AND NEGLECT

FFG  
(EXHIBIT)

- 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.

DATE ISSUED: 3/25/2009  
LDU 2009.02  
FFG(EXHIBIT)-X

3 of 3

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)

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. *Family Code 261.303(e)*

CPS INVESTIGATIONS  
OF SCHOOLS

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. *Family Code 261.406; 40 TAC 700.401-.412*

NOTIFICATION TO  
PRINCIPAL

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.

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.

*40 TAC 700.407*

CONDUCTING  
INTERVIEWS

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.

PARTICIPANTS

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:

1. The presence of school personnel or volunteers would compromise the integrity of the investigation; or
2. A better interview or examination of the child would result without school personnel or volunteers being present.

*Family Code 261.303; 40 TAC 700.409(a)*

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  
LOCAL GOVERNMENTAL AUTHORITIES

GRA  
(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

GRA  
(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  
LOCAL GOVERNMENTAL AUTHORITIES

GRA  
(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).

**SCHOOL BOARD AGENDA ITEM SUMMARY**

July 25, 2011

**SUBJECT: CONSIDERATION OF RESOLUTION COMMITTING FUND BALANCE IN ACCORDANCE WITH GASB 54 INCLUDING DESIGNATIONS THERETO**

**RECOMMENDED ACTION:** Approve the resolution committing fund balances in accordance with GASB 54 Regulations as attached.

**RATIONALE:** Background information is reflected in the following pages.

**BUDGET PROVISIONS / ACTION REQUIRED:** Approve the resolution committing fund balances.

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

**Goose Creek Consolidated Independent School District  
Resolution of the Goose Creek Consolidated Independent School District Board of Trustees  
Establishing Fund Balance Policies as required by GASB 54**

**WHEREAS**, the Governmental Accounting Standards Board ("GASB") has adopted Statement 54 ("GASB 54"), a new standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years starting after June 15, 2010, and

**WHEREAS**, Goose Creek Consolidated Independent School District ("GCCISD") elects to implement GASB 54 requirements, and to apply such requirements to its financial statements beginning with the current September 1, 2010 - August 31, 2011 fiscal year; and

**NOW THEREFORE BE IT RESOLVED THAT** Goose Creek Consolidated Independent School District hereby adopts the following policy:

**FUND BALANCE POLICY**

Fund balance measures the net financial resources available to finance expenditures of future periods.

The District's Unassigned General Fund Balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The Unassigned General Fund Balance may only be appropriated by resolution of the Board of Trustees.

Fund Balance of the District may be committed for a specific source by formal action of the GCCISD Board of Trustees. Amendments or modifications of the committed fund balance must also be approved by formal action of the GCCISD Board of Trustees.

When it is appropriate for fund balance to be assigned, the Board delegates authority to the Superintendent or the Chief Financial Officer.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, followed by committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

**NOW THEREFORE BE IT RESOLVED** that GCCISD Board of Trustees commits the following portions of its September 1, 2010, General Fund Balance of \$10,500,000 forward, as follows:

\$5,000,000 is committed for future construction expenditures.

\$5,500,000 is committed for future disaster recovery.

**BE IT RESOLVED** that GCCISD Board of Trustees commits the total fund balance of Campus Activity Funds reported in the Special Revenue Fund.

**AND BE IT RESOLVED** that GCCISD's financial goal is to have a sufficient balance in the operating fund with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The District shall strive to maintain a yearly fund balance in the general operating fund in which the total fund balance is 33 percent of the total operating expenditures and the Unassigned fund balance is 25 percent of the total operating expenditures.

The above Resolution is adopted this 25th day of July, 2011.

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

**SCHOOL BOARD AGENDA ITEM**

July 25, 2011

**SUBJECT: CONSIDERATION OF SECOND READING FOR BOARD POLICY DNA (LOCAL): PERFORMANCE APPRAISAL EVALUATION OF TEACHERS**

**RECOMMENDED ACTION:** Approve Board Policy DNA (Local) Professional Development and Appraisal System (PDAS) for the appraisal of teachers.

**RATIONALE:** Texas Administrative Code 150.1010 requires each district report the summary of the evaluation of PDAS appraisals for all campuses. PDAS fosters an efficient way to comply with State and Federal regulations.

**BUDGET PROVISIONS/ACTION:** None

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



**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**  
**SUSAN MOORE-FONTENOT**  
**DIRECTOR OF PERSONNEL**  
**ELEMENTARY AND JUNIOR SCHOOL PROFESSIONALS**

June 27, 2011

**TO: DR. TOBY YORK**  
**FROM: Susan Moore-Fontenot *smf***  
**SUBJECT: PDAS POLICY (DNA LOCAL)**

The Board approved the use of the Professional Development and Appraisal System (PDAS) as the sole appraisal instrument for teachers on March 8, 2011. The attached School Board Policy DNA (LOCAL) has been revised to reflect the implementation of the new instrument. Administrative Guideline (AG) 4.21 and the Employee Handbook have also been changed.

Board Policy DNA (LOCAL) will need to be approved by the Board of Trustees in Update 89 for inclusion in the 2011-2012 Teacher Appraisal Manual and Employee Handbook.

If you have any questions, please feel free to contact me.

/gsd

Enclosures: Board Policy DNA LOCAL

S:/CAB/smf/PDAS/DNA (local)

PERFORMANCE APPRAISAL  
EVALUATION OF TEACHERS

DNA  
(LOCAL)

~~GCPBAS AND PDAS~~

The annual appraisal of District teachers shall be in accordance with a local teacher appraisal system written in compliance with statutory provisions, <sup>and</sup> commissioner's rules, Professional Development and Appraisal system (PDAS), and the locally developed procedures. The name of the system shall be the Goose Creek Professional Development and Appraisal System (GCPBAS).

District teachers shall receive an annual evaluation using PDAS until they have met the criteria for the locally developed appraisal instrument.

~~LESS THAN ANNUAL  
EVALUATIONS  
ELIGIBILITY~~

District teachers shall be appraised annually using PDAS, except teachers who are eligible for less frequent evaluations in accordance with law and the following local criteria. The eligible teacher shall:

1. Be SBEC certified;
2. Work in his or her certification area;
3. Receive a Proficient or higher rating in all domains for three consecutive years;
4. Be employed by the District for three years;
5. Not be new to the teaching assignment as determined by his or her campus principal;
6. Be recommended by his or her campus principal;
7. Not be designated as a teacher in need of assistance; and
8. Not be on a District permit.

Eligible teachers shall agree in writing to the non-annual PDAS appraisal.

~~FREQUENCY~~

Eligible teachers shall be appraised every third year using PDAS and the other two years using the locally developed system.

During any school year when a complete Professional Development and Appraisal System (PDAS) is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.

~~ALTERNATIVE  
ANNUAL REVIEW  
PROCESS~~

In the years that PDAS is not scheduled for an eligible teacher, an annual review process developed by the District-level decision-making committee shall consist of the District's locally developed appraisal instrument.

PERFORMANCE APPRAISAL  
EVALUATION OF TEACHERS

DNA  
(LOCAL)

~~The alternative annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.~~

~~The regular PDAS procedures and requirements shall not apply to the alternative annual review process. The locally developed appraisal instrument procedures and requirements shall apply.~~

PROBATIONARY  
TEACHERS

Written evaluations and other evaluative information need not be considered prior to a decision to terminate a probationary contract at the end of the contract term. [See DFAB(LEGAL)]

GRIEVANCES

Complaints regarding teacher appraisal shall be addressed in accordance with DGBA(LOCAL).

## **PROPOSED REVISIONS**

Goose Creek CISD  
101911

DNA  
(LOCAL)

### **PERFORMANCE APPRAISAL EVALUATION OF TEACHERS**

#### **PDAS**

The annual appraisal of all District teachers shall be in accordance with statutory provisions, and commissioners rules for the Professional Development and Appraisal System (PDAS).

The annual appraisal process shall produce a written document to be presented to the teacher, signed by the teacher and certified appraiser, and maintained in the teacher's personnel file.

#### **TEACHER RESPONSE**

A teacher may submit a written response or rebuttal after receiving a written observation summary, summative annual appraisal report, and/or any other documentation associated with the teacher's appraisal. The rebuttal is to be attached to the evaluation in the teacher's personnel file.

Any written response or rebuttal must be submitted within ten working days of receiving the written summary, documentation, or report. At the discretion of the certified appraiser, the time period may be extended to 15 working days. Education Code 21:352(c); 19 TAC 150.1005(a),(b)

#### **REQUEST FOR SECOND CERTIFIED APPRAISAL**

A teacher may request a second district Board approved certified appraiser after receiving a written observation summary and/or a written summative annual appraisal report. Education Code 21.352 (c); 19 TAC 150.1005 (c)

The second appraisal must be requested in writing to the campus principal within ten working days of receiving the summary or report. At the discretion of the principal, this time period may be extended to 15 working days. 19 TAC 150.1005 (c)

#### **PROCEDURE FOR SECOND CERTIFIED APPRAISAL**

The campus principal will select a Board approved certified appraiser and notify the teacher. The procedures shall be disseminated to each teacher at the time of employment and updated annually or as needed. 19 TAC 150. 1005 (g)

The second appraiser shall appraise the teacher in all domains and shall make observations and walk-throughs as necessary to evaluate Domains I through V. The second certified appraiser shall use the Teacher Self-Report Form and cumulative data from the first appraisal to evaluate Domains VI through VIII. Cumulative data may also be used by the second certified appraiser to evaluate other domains. 19 TAC 150.1005 (f)

A teacher may not be given notice of the date or time of a second appraisal. Education Code 21.352 (c); 19 TAC 150. 1005 (e)

#### **APPEALS**

The teacher may present a grievance and receive written comments in response to the written annual report. 19 TAC 150.1005 (g)

Goose Creek CISD  
101911

DNA  
(LOCAL)

**PERFORMANCE APPRAISAL  
EVALUATION OF TEACHERS**

**PROBATIONARY TEACHERS**

Written evaluations and other evaluative information need not be considered prior to a decision to terminate a probationary contract at the end of the contract term. See DFAB (LEGAL)

**GRIEVANCES**

Complaints regarding teacher appraisal shall be addressed in accordance with DGBA(LOCAL).

**SCHOOL BOARD AGENDA ITEM SUMMARY**

July 25, 2011

**SUBJECT: CONSIDERATION OF THE APPROVAL OF THE CONTRACTS FOR THE ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) PROGRAM**

**RECOMMENDED ACTION:** 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 and Horace Mann Junior School.

**RATIONALE:** This program will provide participants with skills to insure their success in college preparatory courses.

**BUDGET PROVISIONS/ACTION REQUIRED:** **Special Revenue Fund  
High School Allotment**

**RESOURCE PERSONNEL:** Dr. Toby York  
Ms. Diana Cox  
Ms. Suzanne Heinrich  
Ms. Christi Leath  
Mr. Rick Peebles

# **AVID® IMPLEMENTATION AGREEMENT**

This AVID Implementation Agreement ("Agreement") for AVID membership, materials, and training is entered into by and between the AVID Center, a California non-profit corporation ("AVID Center") and the public school system named in Attachment A ("School System").

## **Article I. AVID Membership Benefits**

### **1.1 AVID Mission and Purpose:**

AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society.

AVID Center is a non-profit corporation formed to strengthen and support the AVID community through: a focus on the implementation of the AVID College Readiness system to assure quality; national leadership in education; innovation through current research; and service to schools nationally and internationally with quality and depth.

In articulating AVID systemically, a School System develops and incorporates a multi-year plan to support, expand and maintain quality AVID at all levels—elementary, middle, high, if applicable.

### **1.2 AVID Membership:**

AVID members are School Systems who sign this Agreement and their school sites listed in Attachment A as implementing AVID. Annual membership runs concurrently with the Term of this Agreement. AVID membership is considered honorary and not statutory per non-profit law.

### **1.3 AVID College Readiness System and Materials:**

Membership entitles School System to implement AVID only at the school sites listed in Attachment A and to use the licensed AVID trademarks, libraries and student materials for the School System's AVID College Readiness System pursuant to the provisions of this Agreement.

1.4 **AVID Center Support:**

AVID Center agrees to provide support to School System through AVID Center's national and/or division offices. Membership includes support from AVID Center's national and/or divisional offices in the following ways:

- access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute,
- access to training for the District Director through the two-year AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute,
- coordination with School System's District Director to collect, report, and analyze data from AVID schools,
- review the quality of implementation through the Certification process,
- access to AVID Path Trainings for continuing professional development in core and specialized content areas,
- access to ongoing AVID College Readiness System development through various divisional workshops,
- permission to use the AVID Trademarks as described in Section 4.2 below,
- electronic newsletters and access to the resources available through the password-protected MyAVID area of AVID Center's website,
- an AVID yearbook and ACCESS academic journals for School System and each school site listed in Attachment A, and
- assistance in disseminating information about AVID to potential new AVID middle school and high school sites within School System.

1.5 **AVID Reports:**

AVID Center agrees to provide School System with reports on AVID data collected in School System.

1.6 **AVID Summer Institute:**

Only a member School System and its listed AVID sites may attend Implementation strands at AVID Summer Institutes. Planning districts and sites may attend all other strands.

1.7 **Licensing Benefits:**

Membership includes a license to use the AVID Trademarks to promote School System's implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials at the school sites listed as implementing in Attachment A for educational purposes relating to AVID, all pursuant to the provisions of this Agreement. Licensing runs concurrently with the Term of this Agreement.

1.8 **Annual Membership/License Fee:**

School System agrees to pay AVID Center an annual membership/license fee according to the pricing schedule set forth in Attachment A.

**Article II. School System Responsibilities**

2.1 **AVID Methods:**

School System agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. School System will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. School System will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center. (School System is responsible for each of its AVID school sites' compliance with this Agreement.)

2.2 **Student Selection:**

School System agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion.

2.3 **Qualified Staff:**

School System agrees to maintain, at its expense, at least one AVID District Director. The District Director will enroll in and complete or have previously completed the two year AVID District Leadership (ADL) training. School System also agrees to pay the ADL training, materials and support cost ("District Director Professional Development Services Price") set forth in Attachment A for its District Director(s). AVID District Director responsibilities are listed in Article III below. School System will ensure that its District Director(s) comply with all of the provisions of Article III below.

\*

**2.4 Staff Training:**

School System agrees to provide, at its expense, ongoing training for AVID school site coordinators and AVID site teams. School System agrees to conduct AVID staff development for AVID schools in the School System based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for staff development sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agenda provided in the AVID District Leadership training materials, and on the content areas related to educational reform initiatives in public schools in School System's state.

In addition, School System agrees to ensure that each site in their initial year of implementing AVID and listed as "new" on Attachment A send a team of eight (8) members to an AVID Center Summer Institute. AVID Center recommends second year sites send teams of at least five (5) members and encourages schools to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites.

**2.5 Data Collection:**

On at least an annual basis, according to the timeline established by AVID Center, School System shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. School System shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by School System as "privileged" or "confidential" before School System delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. School System reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Paragraph 2.5 in a manner that would violate, or cause School System to violate, any applicable provision of FERPA.

**2.6 Curriculum Library:**

School System agrees to purchase at least one (1) complete AVID Curriculum Library for each high school and middle school listed as "new" in Attachment A prior to each site's initial implementation of AVID. AVID Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use AVID libraries only at the specific school sites listed in Attachment A for which the materials were originally purchased. AVID libraries are non-transferable. School System and its individual AVID school sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

**2.6a Curriculum Shipment(s):**

AVID Center will ship curriculum libraries once materials have been produced and in accordance with the delivery date requested by School System as indicated on Attachment A as the "Requested Delivery Date". The School System confirms that this date reflects the best time for receipt of shipment. School System should allow one week on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement. The Requested Delivery Date is provided for School System's convenience only. AVID Center's collection and School System's provision of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. School System agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials.

**Article III. AVID District Director**

**3.1 Role of the AVID District Director:**

In order to disseminate AVID effectively and to build a strong District AVID College Readiness System, AVID Center coordinates training and networking of district leaders known as AVID District Directors. The primary role of the AVID District Director is to coordinate support for AVID within School System. These individuals accept responsibility for ensuring the implementation of the AVID College Readiness System components according to the AVID Methodologies and for facilitating the development of site conditions that ensure effective AVID implementation. AVID District Directors attend four (4) sequential AVID District Leadership trainings (ADL) in various locations to be announced throughout a two-year period. Included in ADL Sessions 1-4 are site visits to AVID schools and curriculum which develop district and regional capacity to deepen existing programs, build new programs, and provide ongoing support and staff development to the AVID College Readiness System and coordinators.

**3.2 Time Allocation for the AVID District Director:**

The ability of the District Director to plan and conduct AVID activities is impacted by what proportion of the Director's job responsibilities is designated for AVID. For school systems with five (5) or more AVID school sites, AVID Center recommends that a substantial portion of the District Director's time be allocated to AVID oversight. AVID Center recommends that full-time allocation or multiple District Directors be considered for rural districts with ten (10) or more AVID school sites, and for urban or suburban districts with twenty (20) or more AVID school sites.

**3.3 Staff Development:**

The District Director coordinates workshops for AVID coordinators, training for AVID tutors, site team conference(s) for AVID site teams, and site team participation in the AVID sanctioned Summer Institute(s).

**3.4 Technical Support to Sites:**

The District Director periodically visits each AVID school site at minimum, once per academic quarter. A site visit includes AVID classroom observation and coaching of the AVID coordinator, observation of subject area teachers who have participated in AVID staff development, meeting with the AVID site team to facilitate progress towards goals identified in the Site Team Plan, and meeting with the principal to promote administrative support for and institutionalization of AVID.

**3.5 Data Collection and Research:**

The District Director coordinates the collection of data as requested by the national AVID Center, and uses resources within the School System or region, as available, in order to monitor progress and success of regional AVID College Readiness Systems.

**3.6 Building a Structure of Support:**

The District Director coordinates the establishment of an AVID District team or advisory group that is made up of top level district administration, site-level representation and representatives from local post-secondary institutions. The AVID District team or advisory group ensures the implementation and fidelity of the AVID system and collaborates on issues regarding student access to and success in rigorous college preparatory courses.

**3.7 Outreach:**

The District Director responds to inquiries from his or her community regarding AVID dissemination by providing information sessions and publicity.

**3.8 Partnerships with Postsecondary Institutions:**

The District Director works with college and university staff to coordinate student outreach, tutor employment, AVID summer bridge programs, and support for AVID students enrolling at the postsecondary institutions.

**3.9 Special Events:**

The District Director facilitates AVID events (e.g., AVID student writing contest, AVID student conference, AVID family conference).

**3.10 Partnership with AVID Center:**

The District Director coordinates communication with AVID Center regarding contracts for consultant services, technical assistance for district or regional planning, and the AVID certification process. The District Director also maintains open communication and collaboration with AVID Center by mailing information about regional AVID activities, by participating in AVID conferences, by networking via phone/ FAX/ e-mail, by contributing to the AVID international academic journal, etc.

**3.11 AVID District Leadership Training:**

ADL Sessions are designed to prepare and support the AVID District Director. The four sessions are taken in sequential order over a two year period at various facilities throughout the country. The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. Upon completion of all four sessions, AVID District Directors become certified by AVID as District Directors and continue their training by attending ongoing national, divisional, or state AVID Center meetings.

**Article IV. Licenses and Proprietary Rights**

**4.1 Copyright License:**

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable, license, without the right to sublicense, to use the AVID Materials and the AVID Methodologies solely to implement AVID at the specific school sites listed in Attachment A, and for no other purpose. School System and its individual school sites will not photocopy, reproduce or otherwise duplicate all or any part of the AVID Materials or AVID Methodologies without AVID Center's prior written consent, except as required to implement AVID at the individual school sites listed on Attachment A or except as required to otherwise perform School System's obligations under this Agreement. School System and its individual school sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. School System also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement. School System will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than a specific school site for which such materials were originally licensed. In addition, School System and its individual school sites agree not to sell, sublicense, transfer, lease, give away, disclose, distribute or otherwise dispose of any of the AVID Materials or AVID Methodologies to any third person or entity at any time.

4.2 Trademark License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID® and AVID® trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by School System or the individual school sites listed in Attachment A in order to promote and implement AVID at the specific school sites listed in Attachment A. School System agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. School System agrees that it or its individual school sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. School System further acknowledges and agrees that it and its individual school sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. School System cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the school sites listed in Attachment A consistent with the above license. School System and its individual school sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If School System or its individual school sites desire to use or place the AVID Trademarks on any products, things or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article IV.

4.3 Rights Reserved:

Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to School System shall be reserved and remain always with AVID Center.

**4.4 Proprietary Rights:**

The parties agree that except to the limited extent expressly set forth in Paragraphs 4.1 and 4.2 above, AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). School System shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. School System also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

**4.5 Enforcement:**

The parties agree that except to the limited extent expressly set forth in Paragraphs 4.1 and 4.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event School System breaches any material provision of Article IV. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against School System, in addition to any other remedies available to AVID Center, for School System's breach of any provision of this Agreement.

**4.6 Proprietary Notices:**

School System agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

**4.7 Infringement:**

School System agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. School System agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

**4.8 Compliance with Laws:**

School System agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over School System and its educational programs.

**Article V. Quality Control Procedures**

**5.1 Quality Standards:**

To ensure the successful implementation of AVID, School System agrees to comply with the quality standards described in the AVID Materials and in the AVID training sessions or otherwise established by AVID Center from time to time (collectively "AVID Quality Standards").

**5.2 Annual Certification:**

School System agrees to participate in AVID Center's annual certification process whereby each AVID school site completes a self-study that is certified by School System's AVID District Director. AVID Center will train School System's AVID District Director in the certification process and will provide consultation and review. School System will forward the results of this annual certification to AVID Center in a timely fashion. AVID Center will make the final determination of each school site's certification status.

**5.3 AVID Quality Assurances:**

AVID Center has the right in its sole discretion to review School System's compliance with the AVID Quality Standards, including without limitation the annual certification process described above. The Certification process provides a two-year timeline to encourage site level program improvement, if necessary, in individual schools. If as part of the Annual Certification process or otherwise AVID Center suggests certain changes be made to School System's AVID College Readiness System, School System agrees to implement such changes. As per Certification guidelines, AVID school sites that do not meet the AVID Quality Standards or do not implement AVID Center's suggested changes may be designated "affiliate" schools. AVID school sites and/or school districts which do not meet the AVID Quality Standards or do not implement AVID Center's suggested changes for multiple years may be asked to discontinue AVID at the end of a school year.

**Article VI. Period of Agreement**

6.1 Term:

The Term of this Agreement shall be as set forth in Attachment A unless earlier terminated as provided herein ("Term").

6.2 Cessation of the AVID College Readiness System:

AVID Center requests that if School System determines that it will permanently cease using or implementing the AVID College Readiness System at the end of the school year, School System must notify AVID Center in writing by May 31 of that year. AVID Center retains the right to verify that any School System which conducted the AVID College Readiness System in prior years but has indicated it is discontinuing or has discontinued AVID has: (a) ceased to offer the AVID elective class at the subject school site(s), (b) ceased any further use of the AVID Materials and AVID Methodologies, and (c) ceased any further use or display of the AVID Trademarks.

**Article VII. Compensation**

7.1 Payment Schedule:

School System agrees to pay AVID Center for membership/license fees, AVID Materials, training and other services according to the fee schedule detailed in Attachment A. AVID Center will invoice School System, and payments are due within 30 days from receipt of invoice.

**Article VIII. Status of Parties**

8.1 Independent Contractors:

AVID Center and School System are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

**Article IX. Authority**

9.1 AVID Center Warranty:

AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement. AVID Center warrants that it is a 501 (c)(3) non-profit educational corporation and the developer and sole source distributor of the AVID College Readiness System.

9.2 School System Warranty:

School System warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of School System warrants that he or she has the authority to enter into this Agreement on behalf of School System and to bind School System to perform all of its obligations under this Agreement.

**Article X. Termination**

10.1 Termination for Cause:

Subject to the last sentence of this Paragraph 10.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement (including, but not limited to, School System being materially out of compliance with the intellectual property licenses and related provisions of this Agreement, or with the AVID Quality Standards) and (i) fails to cure that breach within thirty (30) days (or ten (10) days in the case of a breach involving the nonpayment of fees) of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by School System that is not cured as described above, AVID Center shall have the right to terminate School System's right to conduct all or part of AVID at one or more specific school sites, by giving written notice to School System of the sites so terminated, without terminating this Agreement with respect to the other school site(s) subject to this Agreement. Any termination under this Paragraph 10.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any breach by School System of any of the provisions of Article IV shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon the breach by School System of its obligations under Article IV.

10.2 Other Terminations:

Notwithstanding Paragraph 10.1 above, either party may terminate this Agreement: (a) immediately upon the bankruptcy, dissolution, or insolvency of the other party, or (b) upon thirty (30) days' prior written notice to the other party.

10.3 Cessation of Use:

Upon termination or expiration of this Agreement: (a) the licenses in Article IV shall automatically terminate and revert to AVID Center, (b) School System shall thereafter immediately discontinue AVID in all of its school sites, and cease using the AVID Materials, AVID Methodologies or the AVID Trademarks in any way, and (c) School System shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

10.4 Cumulative Remedies:

All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 4.3, 4.4, 4.5, 4.6, 7.1 and all of the provisions of Articles X and XI shall survive the termination or expiration of this Agreement.

**Article XI. General Provisions**

11.1 Governing Law and Venue: Term intentionally deleted by mutual consent of School System and AVID Center.

11.2 Entire Agreement:

All Attachments to this Agreement are fully incorporated herein. This Agreement, including Attachments, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

11.3 Limitation of Liability: Term intentionally deleted by mutual consent of School System and AVID Center.

11.4 Severability:

If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

11.5 Attorney's Fees:

In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, in addition to other relief to which it is entitled.

11.6 **Assignment:**

Neither party shall have right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof.

11.7 **Notice:**

All notices, requests or other communications under this Agreement shall be in writing, and shall be sent to the designated representatives of the parties at the addresses set forth below their signatures on this Agreement or in Attachment A, and shall be deemed to have been duly given on the date of service if sent by facsimile (provided a hard copy is sent in one of the manners specified herein), or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.

11.8 **Counterparts:**

This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

11.9 **Waiver:**

The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

11.10 **Facsimile and Electronic Signatures:**

The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates opposite their signatures, but such dates shall not alter the Term of this Agreement as specified in Attachment A

AVID Center,  
a California Non-Profit Corporation 501(c)(3)

Goose Creek Consolidated Independent  
School District  
TX

\_\_\_\_\_  
Signature: AVID Center Authorized

\_\_\_\_\_  
Signature: Superintendent or Designee

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title of Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AVID Center  
9246 Lightwave Avenue, Suite 200  
San Diego, CA 92123  
Employer ID # 33-0522594



**Attachment A**

**AVID Implementation Pricing Schedule:**

**1. School System:**

Legal Name of Entity: Goose Creek Consolidated Independent School District  
Federal Employer ID #: 74-6000251  
District NCES #: 4821150

**2. Term of Agreement:**

July 1, 2011 to June 30, 2012

**3. Agreement Processing and Billing Procedures:**

AVID Center will invoice per this Agreement upon the execution date. Membership, Curriculum Library, Summer Institute, and District Director Professional Development Services prices are non-refundable and not subject to pro-rating.

Contact for Contracts: Christi Leath  
Title: AVID District Director  
District Name: Goose Creek Consolidated Independent School District  
Business Address: 4544 I10 East  
City, State, Zip Code, Country: Baytown, TX, 77522, USA  
Telephone: 281-420-4407  
E-Mail: christi.leath@gccisd.net

Billing Contact: Christi Leath  
Title: AVID District Director  
District Name: Goose Creek Consolidated Independent School District  
Business Address: 4544 I10 East  
City, State, Zip Code, Country: Baytown, TX, 77522, USA  
Telephone: 281-420-4407  
E-Mail: christi.leath@gccisd.net

Attachment A (Continued)

4. **District Director:**

AVID District Director (DD):

Title:

District Name:

Business Address:

City, State, Zip Code, Country:

Telephone:

E-mail:

Christi Leath

AVID District Director

Goose Creek Consolidated Independent School District

4544 I10 East

Baytown, TX, 77522, USA

281-420-4407

christi.leath@gccisd.net

**5. Member Schools:**

School System will offer the AVID program in five (5) total school(s) during the 2011 - 2012 school year.

School Name	Grades AVID Program Implemented	Program Name	Site Status
Early College High School	9, 10	Secondary	Existing
Goose Creek Memorial High School	9, 10, 11, 12	Secondary	Existing
Horace Mann Junior High School	8	Secondary	Existing
Robert E. Lee High School	9, 10, 11, 12	Secondary	Existing
Ross S. Sterling High School	9, 10, 11, 12	Secondary	Existing

**Subtotal Schools**

Secondary	5
<b>Total Schools:</b>	<b>5</b>

**6. Membership:**

School System agrees to pay an annual membership/license fee to AVID Center according to the following international schedule based on the total number of schools in School System's AVID Program.

# of Schools	AVID Secondary Membership/License Fee per School Site
1 to 9	\$3,195.00
10 to 19	\$2,915.00
20 to 29	\$2,650.00
30 to 39	\$2,010.00
40 to 59	\$1,870.00
60 to 79	\$1,870.00
80 to 99	\$1,740.00
100 to 119	\$1,740.00
120 to 159	\$1,690.00

Five (5) Secondary school(s) x \$3,195.00 =  
 Total Membership Price =

\$15,975.00  
 \$15,975.00

**7. District Director Professional Development Services:**

AVID provides services to the district for start-up and quality assurance of the program.

1. AVID National Office & Divisional Support - AVID Center will provide support from our national office, divisional offices, state offices and independent consultants. This support will consist of phone calls, e-mails, and district visits at the discretion of AVID Center.
2. Summer Institute - District Directors lead their districts AVID site team facilitation at the AVID Summer Institute. District Directors attend Summer Institute as part of their ongoing training, therefore the Summer Institute registration fee for the District Director is included in the Total District Director Professional Services Price.
3. AVID District Leadership Training – ADL training is for district level personnel and takes place over two years. ADL includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the District Director, and learning about our online resources, data collection, certification, and continued professional development.

**District Director(s)**

**ADL Training Status**

Christi Leath :

New, Year 1, will attend Sessions 1 & 2

**ADL Training Schedule:**

	<b>Training Level</b>	<b>Time</b>
<b>Year 1:</b>	Summer Institute	Summer
	Session 1	2 1/2 days, fall
	Session 2	2 1/2 days, spring
<b>Year 2:</b>	Summer Institute	Summer
	Session 3	2 1/2 days, fall
	Session 4	2 1/2 days, spring
	Summer Institute	Summer

4. Materials – After attending the first ADL session, District Directors will be provided with a sample set of all Middle School and High School curriculum, materials, binders, CDs, and supplemental materials needed for district support.

The District Director Professional Development Services Fee is \$15,000 per District, payable over two years at \$9,000 for the first year and \$6,000 for the second year. Additional district level training due to turnover or supplemental support will receive a discount at the discretion of AVID Center. The service fee does not include travel, meals, or any other expenses.

Christi Leath: Year 1 (20% Discount on \$9,000.00)	\$7,200.00
<b>Total District Director Professional Development Services Price =</b>	<b>\$7,200.00</b>

**TOTAL 2011-2012 IMPLEMENTATION PRICE**

**Contract signed and returned on or before May 2, 2011**

**\$23,175.00**

**Plus applicable taxes**

**OR**

**Contract signed and returned between May 3, 2011 and late fee start date**

**\$23,175.00**

**Plus applicable taxes**

## SCHOOL BOARD AGENDA ITEM SUMMARY

July 25, 2011

**SUBJECT: CONSIDERATION OF MEMORANDUM OF UNDERSTANDING (MOU) REGARDING THE HIGHPOINT ALTERNATIVE EDUCATION PROGRAM**

**RECOMMENDATION:** Approve District's participation in the Highpoint School Alternative Education Program.

**RATIONALE:** To provide a facility to handle students expelled for serious or persistent misbehavior.

**BUDGET PROVISIONS/ACTION REQUIRED:** 2010-2011, 2011-2012 Budgets

The cost per unit is the same for 2011-2012 as the 2010-2011 school year

**RESOURCE PERSONNEL:** Dr. Toby York  
Ms. Suzanne Heinrich  
Dr. Patty Bing  
Mr. Richard Peebles

/rm

# COPY

## 2011-2012 HIGHPOINT ANNUAL CONTRACT (HARRIS COUNTY)

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and Goose Creek Consolidated Independent School District, ("GCCISD") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services under the Texas Education Code (TEC), Chapter 37, for students who have been removed from GCCISD for committing an offense described in TEC, Chapter 37, or for engaging in behavior(s) for which GCCISD Student Code of Conduct requires a discipline alternative education placement.

1. For the period beginning **August 22, 2011**, and ending **May 31, 2012**, HCDE agrees to provide services described herein for **Eighteen (18)** units to eligible student(s) requiring a discipline alternative education placement (referred to herein as "student(s)") who are residents of GCCISD.
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 Contract, if HCDE fails to provide the necessary specialized facilities and certified personnel, 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 weekly statement of student(s) attendance.
4. HCDE agrees to maintain necessary records and accounts in order to assure that funds received from GCCISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by GCCISD.
5. GCCISD is responsible for providing transportation to and from Highpoint. Location of pick-up and drop-off points and time of service will be determined by representatives of GCCISD and HCDE.
6. GCCISD will provide copies of all pertinent school records pertaining to the student(s). GCCISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be obtained by GCCISD during the term of this Contract. Records must include, but are not limited to, (a) a recommendation letter from the school or district stating explicitly why the student is being referred to Highpoint; (b) the student's Middle School Plan (for students in grades 6-8); or (c) the student's Graduation Plan (for students in grades 9-12); (d) the student's current transcript, including all achievement test records; (e) for special education students, the student's current IEP, in accordance to Article 8 of this contract; (f) withdrawal form, which shall indicate the list of current courses in which the student is enrolled, the grade earned and the textbook and other instructional resources being used with that subject; and (g) the student's current year's attendance records.

7. Special Education student(s) served under this Contract have been classified by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within GCCISD, and recommended for services as described herein. The ARD Committee of GCCISD has affirmed the classification and approved the recommendation of such contracted services. An HCDE representative must participate in the ARD Committee meeting considering Highpoint placement.
8. With referred Special Education student(s), HCDE is responsible for providing the educational and support services that are provided to non-disabled students. Additional services required by a disabled student(s) to implement the student's Individualized Education Plan (IEP) and/or 504 plan are to be provided by GCCISD. GCCISD may make such services available in conjunction with Highpoint or at a separate time and location, at the discretion of GCCISD and the ARD Committee. If GCCISD chooses to make such services available in conjunction with Highpoint, GCCISD will cooperate with Highpoint to minimize disruption at Highpoint. If GCCISD requires the student(s) to leave during the school day, the IEP must include transportation as a related service.
9. HCDE will update GCCISD on the progress of the referred student(s) at least once per semester. A member of the GCCISD administrative staff will monitor, assess and evaluate student's progress as established by this Contract, including at least one (1) on-site visit annually.
10. In consideration of the services provided herein, GCCISD agrees to pay HCDE the sum of **\$171,000.00** for the purchase of 18 units for the sum of \$9,500.00 per unit, and additional fees in the following manner:  
  
\$50.00 times the number of enrollment days for Special Education student(s).  
  
\$90.00 times the number of enrollment days for student(s) in attendance over the number of units purchased.  
  
GCCISD will be billed twice a year and payment will be due upon receipt of invoice. HCDE will bill GCCISD for the amount of units. GCCISD may sell unused units to another district upon obtaining HCDE's prior written consent.
11. The parents of the student(s) shall not be charged for the services contracted under this Contract.
12. HCDE will follow IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from the Highpoint program.
13. This Contract may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Contract.

14. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
15. 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.
16. Any notice provided under the terms of this Contract by either party to the other shall be in writing and sent 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, Texas 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.

17. 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.
18. This Contract does not create a joint venture or business partnership under Texas law.
19. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
20. 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.

\_\_\_\_\_  
 Goose Creek Consolidated ISD Superintendent

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 County School Superintendent

\_\_\_\_\_  
 Date

**SCHOOL BOARD AGENDA ITEM SUMMARY**

**July 25, 2011**

**SUBJECT: CONSIDERATION OF MEMORANDUM OF UNDERSTANDING (MOU) WITH JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (JJAEP)**

**RECOMMENDATION:** Approve District's participation in the Harris County Juvenile Justice Alternative Education Program.

**RATIONALE:** Senate Bill One requires school districts in counties of more than 125,000 population to participate in a county juvenile justice alternative education program.

**BUDGET PROVISIONS/ACTION REQUIRED:** 2010-2011, 2011-2012 Budgets

**RESOURCE PERSONNEL:** Dr. Toby York  
Ms. Suzanne Heinrich  
Dr. Patty Bing  
Mr. Richard Peebles

**STATUTORY MEMORANDUM OF UNDERSTANDING REGARDING  
THE HARRIS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM  
FOR THE 2011-2012 SCHOOL YEAR**

This Memorandum of Understanding (or "MOU") is entered into by and between the **Harris County Juvenile Board** (the "HCJB") and the **Goose Creek Consolidated Independent School District** (the "school district").

**I. Background and Purpose**

1.1 Chapter 37 of the Texas Education Code requires that the HCJB establish and operate a Juvenile Justice Alternative Education Program ("JJAEP") for youth who are expelled from school for the offenses described in Section 37.007 (a), (d), and (e). Chapter 54 of the Texas Family Code provides that the juvenile court, at a child's disposition hearing, may also order the child to attend the JJAEP. School districts may contract with the HCJB for placement of students in the JJAEP who are expelled from school for the offenses described in Section 37.007 (b), (c), and (f), Section 37.0081, Section 37.302, or who are ordered to attend the JJAEP by a juvenile court, as described in Section 54.04(b) of the Texas Family Code. Hereinafter, any reference to "Section" shall be presumed to be a reference to the Texas Education Code unless otherwise indicated.

1.2 The purpose of this Memorandum of Understanding is to set forth the duties and responsibilities of the HCJB and the school district regarding the operation of the Harris County JJAEP and to comply with the requirements of Section 37.011 (k), (l), and (m).

**II. Goals**

2.1 The major goals for the JJAEP are: (1) to provide a continuum of educational services to students; (2) to establish consistency, predictability, and appropriateness of student placement following expulsions from regular schools or alternative education programs; (3) to return students to a regular school setting when appropriate; (4) to impress upon youth that there are progressive sanctions for misconduct in the public school setting; and (5) to provide educational and placement options for the juvenile courts.

**III. Student Eligibility**

3.1 Attendance at the JJAEP for the category of students described in subparagraph A of this paragraph is mandatory ("Category A"). Attendance at the JJAEP for the category of students described in subparagraph B ("Category B") and subparagraph C ("Category C") of this paragraph is discretionary. Attendance at the JJAEP for the category of students described in Paragraph 7.6 of this Memorandum of Understanding is discretionary ("Category D"). Attendance at the JJAEP for the category of students who are placed by court order, without the written consent of the school district, as described in subparagraph C of this paragraph is mandatory ("discretionary judicial placements" or "Category E"). **BY COMPLETING THE APPROPRIATE PORTIONS OF ATTACHMENT B HERETO, THE SCHOOL DISTRICT MUST INDICATE WHETHER OR NOT IT DESIRES TO PLACE CATEGORY B STUDENTS IN THE JJAEP OR CONSENT TO PLACE CATEGORY C AND CATEGORY D STUDENTS IN THE JJAEP.** Except as provided for Category E students, if the school district elects not to offer or consent to the JJAEP as a placement option for Category B, Category C or Category D students, the JJAEP is not responsible for the education of these students.

- A. Category A students shall be placed in the JJAEP when they have been expelled for committing one of the offenses enumerated under Section 37.007(a), (d) or (e). A student shall not qualify as a Category A student until an offense or investigative report is filed by a law enforcement agency as required by rules adopted by the Texas Juvenile Probation Commission ("TJPC"). JJAEP funding for Category A students is provided to the HCJB by the TJPC.
- B. Category B students may be placed by the school district in the JJAEP when they have been expelled by the school district for committing an offense described in Section 37.007 (b) or (f), for engaging in serious or persistent misbehavior covered by Section 37.007 (c), or for committing an offense described in Section 37.0081(a). Furthermore, Category B students may be placed by the school district in the JJAEP pursuant to Sections 37.304 – 37.308. JJAEP funding and maximum spaces allowed for Category B students is provided pursuant to the terms of Attachment B.

- C. Category C students, with the written consent of the school district, may be placed in the JJAEP by a juvenile court as described in Chapter 54 of the Texas Family Code, after the student has been charged with an offense defined as a misdemeanor and/or felony by the Texas Penal Code and adjudicated as delinquent by a juvenile court. HCJB and the school district agree that, although the school district may consent to the placement of a Category C student into the JJAEP, the actual placement of the student into the JJAEP and related terms of the placement are made by the appropriate juvenile court and not by the school district. HCJB and the school district agree that school district consent documentation for individual Category C JJAEP placements shall be distributed to the courts prior to placement. JJAEP funding for Category C students is provided pursuant to the terms of Attachment B. If a Category C student is placed by court order in the JJAEP, however, without the written consent of the school district ("Category E"), the school district will not be responsible for funding regarding that student. **HCJB does not expect any Category C students for the 2011-2012 school year.**
- D. Category D students, who have been released from a residential adjudication facility administered by or under contract with the Harris County Juvenile Probation Department during the regular school year, may be placed by the school district in the JJAEP for the remainder of the semester in which the student is released.

3.2 Students expelled for Category A offenses during the school year shall attend the JJAEP for the remainder of their expulsion period.

3.3 Any student who does not meet the eligibility requirements of this Memorandum of Understanding is not entitled to educational services by the JJAEP.

#### IV. Special Education Services

4.1 Special education instructional and related services shall be provided to students placed in the JJAEP in accordance with this section.

4.2 Placement Services:

- a. A school district may expel a student who has been identified as a qualified student with a disability under the Individuals with Disabilities Education Act (IDEA) only after a duly constituted Admission, Review and Dismissal (ARD) committee makes a determination pursuant to Federal law that the behavior leading to the expulsion is not a manifestation of the student's disability. After making such a determination, the district's ARD committee shall determine what services, if any, are necessary to comply with the IDEA. In the case of a student who has been identified as a qualified student with a disability under the IDEA who brings a weapon to school, who knowingly possesses, uses, or solicits the sale of a controlled substance, or has inflicted serious bodily injury upon another person (while at school, on school premises or at a school function), federal law permits a change in placement to a discipline alternative education program for up to forty-five (45) school days, regardless of whether the conduct is a manifestation of the student's disabling condition.
- b. For Category "A" and "B" students, prior to referral to the JJAEP, the school district must convene an ARD meeting to determine placement and necessary services to be provided while enrolled in the JJAEP.
- c. For Category "C", "D", and "E" students, the JJAEP shall request that the school district convene an ARD meeting within ten (10) days of enrollment in the JJAEP.

4.3 Evaluation and Child Find Services:

- a. Initial Evaluations:
  - (1) The JJAEP will assist the school district that is responsible for all Child Find obligations;
  - (2) The JJAEP shall establish a Core Team for the purpose of reviewing student progress, identifying pre-referral educational interventions, reviewing the success of those interventions, and referring to the school district for a Full and Individual Initial Evaluation (FIIE) those students for whom pre-referral interventions were insufficient;
  - (3) The school district may assign a representative to the JJAEP Core Team;

- (4) The JJAEP shall complete necessary referral documentation prior to notifying the school district that a student may be in need of evaluation under IDEA;
  - (5) Upon the Core Team's recommendation that a JJAEP student may be in need of special education services, the school district must complete a FIIE within timelines established by applicable laws and regulations; and
  - (6) The school district and JJAEP shall work together to determine which organization's staff shall complete the FIIE within timelines established by applicable laws and regulations.
- b. Full and Individual Evaluations (FIE):
- (1) The JJAEP shall notify the school district of all students for whom a Full and Individual Evaluation (FIE) is required or overdue;
  - (2) Upon notification by the JJAEP that an identified student with a disability requires a FIE, the school district and JJAEP shall work together to complete the FIE within timelines established by applicable laws and regulations;
  - (3) Upon written request by the school district, the JJAEP staff may conduct the FIE on the district's behalf; and
  - (4) The student's parent or guardian (or adult student) must provide informed consent prior to any evaluation taking place. The school district may, but is not required to, pursue due process procedures under federal law to override the refusal to grant such request. In the event the student who is evaluated actually qualifies as a student with a disability, the parent or guardian (or adult student) must provide informed consent before special education or related services can be provided. If such consent is refused, the district may not use the due process procedures of the IDEA. The District, however, will have no further obligation to provide the student with a free, appropriate public education, convene an ARD meeting or develop an IEP.

4.4 Transfer Services:

- a. Upon transition from the JJAEP to the school district, the JJAEP shall provide the school district with information necessary for it to convene an ARD committee meeting, including, but not limited to, copies of the cumulative folder contents, Individual Education Plans, evaluations, parental consents, withdrawal forms, attendance reports, and report cards;
- b. The JJAEP will provide five days notice to the school district prior to the return of the student to the school district; and
- c. The JJAEP may, upon district request, assign a representative to attend the ARD committee meeting changing the student's placement from the JJAEP.

4.5 Special Education and Related Services:

- a. Special Education Services:
  - (1) Notwithstanding the school district's obligation as the Local Education Agency (LEA) as described under the IDEA, the JJAEP will, upon the school district's behalf, provide all special education instructional services required to implement the student's Individual Education Plan (IEP), in accordance with this Memorandum of Understanding;
  - (2) The school district remains responsible for IDEA compliance; and
  - (3) The JJAEP is under no obligation to provide special education instructional or related services to students not enrolled in the JJAEP.
- b. Related Services:
  - (1) For purposes of this Memorandum of Understanding, speech therapy shall be considered a related service;
  - (2) The JJAEP will provide the following related services necessary to implement the student's IEP: counseling, and speech therapy; and
  - (3) The school district shall remain responsible for providing any special transportation services. In addition, the school district shall remain responsible for providing any and all other special education related services necessary to implement the student's IEP. The school district may make such services available in conjunction with the JJAEP or at a separate time and location, at the discretion of the school district. If the school district chooses to make such services available in conjunction with the JJAEP, the school district shall cooperate with the JJAEP to minimize disruption of the JJAEP. If the school district requires the student to leave the JJAEP for special education related services during the school day, the school district must provide necessary transportation.

The school district in which the JJAEP is located is not responsible for providing special education and related services under the IDEA to any non-resident student. This exception does not apply if such responsibilities are set forth under separate contract between the HCJB, the district in which the student resides and the district in which the JJAEP is located. The student's district of residence shall always be responsible for IDEA compliance.

4.6 After a student who has been identified as a qualified student with a disability under the IDEA is enrolled in the JJAEP, all ARD committee meetings related to that student shall be conducted at the JJAEP campus to which the student is assigned.

4.7 Funding for special education instructional and related services shall be provided in accordance with Paragraph 8.2 of this Memorandum of Understanding.

#### **V. Responsibilities of the HCJB**

5.1 The HCJB shall establish and operate the JJAEP as required by Section 37.011 and in accordance with applicable state and federal law. The JJAEP will provide regular transportation services for students attending the JJAEP but will not provide any special transportation services. Transportation will be provided to and from pre-determined locations within each district. Each school district will work with the JJAEP to determine the number and location of these transportation locations prior to the beginning of the school year. The JJAEP shall also be responsible for assisting the school district in identifying the following students who are enrolled at the JJAEP:

- A. Juveniles charged with committing a felony offense by a law enforcement agency or officer;
- B. Juveniles adjudicated as delinquent by a juvenile court based on a finding of guilt for committing a felony offense; and
- C. Juveniles placed by a juvenile court, as a result of a finding of guilt for committing a felony offense, in a residential adjudication facility that is administered or overseen by the Harris County Juvenile Probation Department.

The school district is not responsible for any aspect of the operation of the JJAEP unless expressly provided in this Memorandum of Understanding. Except as provided for Category E students, the HCJB is not responsible for providing services to any student for whom it does not receive funding from either TJPC or the school district.

#### **VI. Terms and Conditions of Entrance and Exit**

6.1 Upon the school district's referral of a student to the JJAEP, or notification by the JJAEP to the school district of the student's placement at the JJAEP by a juvenile court, the school district shall forward to the JJAEP the same records it is required to forward to another public school district when a student transfers, including but not limited to the following student records:

- A. For students in middle school, the student's Middle School Plan;
- B. For students in grades 9-12, the student's Graduation Plan;
- C. The student's current transcript, including all achievement test records;
- D. Withdrawal form, which shall indicate the student's list of current courses in which he or she is enrolled, the earned grade and the textbook and other instructional resources being used with that subject;
- E. The student's Texas Assessment of Knowledge and Skills (TAKS) summary sheets, if applicable;
- F. The student's previous year's attendance record;
- G. The student's current year's attendance record; and
- H. The student's IEP in accordance with section IV of this Memorandum of Understanding.

6.2 An educator employed by the JJAEP who holds a current certification granted under Section 21.003(a) must review all academic work of the student prior to the student's exit from the JJAEP and return to the school district, and must certify completion of course work based upon a determination that the student has mastered the essential knowledge and skills for a course at the seventieth percentile pursuant to Section 28.002. In accordance with Section 37.011 (d), such certification must be accepted by the district and all course credit earned by the student while at the JJAEP shall be immediately, or as soon as practical, reflected on the student's school district transcript.

**VII. Length of Student Placement**

7.1 Unless otherwise provided for in this Memorandum of Understanding, students who are expelled for Category A offenses must immediately, or as soon as practical, attend the JJAEP until the earliest of the date (i) they complete any court-imposed requirements, (ii) the expulsion term expires, or (iii) as otherwise provided in Section 37.011(i). To the extent permitted under the school district's student code of conduct and applicable policies and regulations, the school district shall endeavor to set the end of the expulsion term for Category A students to coincide with reasonable times for a student to return to the school district, such as at the beginning of a semester or a school year. However, this agreement does not prescribe a minimum length of expulsion or placement at the JJAEP for Category A students.

7.2 Category B students shall attend the JJAEP for the period of the individual student's expulsion or placement, and shall adhere to a **minimum length of stay of 45 seat days**. If a school district has adopted its student code of conduct prior to the execution of this MOU with terms of placement that are inconsistent with the minimum lengths of stay, then the school district's student code of conduct will govern lengths of placement.

7.3 Category B students expelled for Title 5, Penal Code felony conduct shall adhere to the following conditions regarding maximum lengths of stay:

<b>Maximum Length of Placement</b>	<b>Conditions for Early Completion of JJAEP Placement</b>
Graduation from High School	Upon successful completion of all court-ordered, probationary or parole requirements, OR the student's length of JJAEP enrollment has exceeded 180 school days, the district may rescind JJAEP placement at the end of the current school semester.
Felony Charges are Dismissed or Reduced to a Misdemeanor Offense	Upon notification by the prosecuting attorney's office or the JJAEP office, the district shall immediately rescind JJAEP placement.
Student Completes the Term of JJAEP Placement	Upon successful completion of all court-ordered, probationary or parole requirements, OR the student's length of JJAEP enrollment has exceeded 180 school days, the district may rescind JJAEP placement at the end of the current school semester.

7.4 Category C students shall attend the JJAEP for the full period of their court-imposed period of probation and through the end of the semester in which the probationary period ends.

7.5 A calendar that sets forth the JJAEP school year is attached to this Memorandum of Understanding and identified as Attachment C and shall be used for determining the length of a student's placement at the JJAEP.

7.6 A Category D student who is released from a residential adjudication facility administered by or under contract with the Harris County Juvenile Probation Department during the regular school year may attend the JJAEP for the remainder of the semester in which the student is released, upon consultation and agreement by the school district in which the student resides. Upon agreement by the school district, the district will pay for the placement of such student who resides in the school district at the rate established in Attachment B for Category B students.

7.7 In the case of a student who has been identified as a qualified student with a disability under the IDEA who brings a weapon to school, who knowingly possesses, uses, or solicits the sale of a controlled substance or engages in conduct causing serious bodily injury, federal law permits a change in placement to a discipline alternative education program for up to forty-five (45) school days, regardless of whether the conduct is related to the disabling condition as determined by an ARD committee.

7.8 If the student achieves 90% attendance and has satisfactory behavior, the school district shall have the option to reduce the student's placement term after 45 days.

### **VIII. Funding**

8.1 Funding for the JJAEP is provided by the state through the TJPC for all Category A students who must attend the JJAEP. The school district may contract with the HCJB to provide an educational placement for all Category B, Category C, and Category D students according to the terms and conditions set forth in Attachment B hereto, the contents of which are incorporated herein as if fully set forth in this Memorandum of Understanding. If a Category C student is placed by court order at the JJAEP, however, without the written consent of the school district, the school district will not be responsible for funding regarding that student.

8.2 The school district shall pay the actual direct cost in excess of the rate established in Attachment B for Category B students, if any, of providing special education instructional and related services to eligible Category B, Category C and Category D students at the JJAEP, in accordance with Section IV of this Memorandum of Understanding.

### **IX. Administration of Statewide Student Assessments**

9.1 In accordance with Section 37.011(d), the following responsibilities are assigned for administering statewide student assessments to students enrolled at the JJAEP:

- A. The school district shall be responsible for securing, coding and delivering to the Director of the JJAEP or his designee all student answer sheets at least one week, if possible, but not less than two days before the day on which the statewide student assessment is to be administered.
- B. The school district shall be responsible for acquiring all test booklets, which shall be made available to students enrolled at the JJAEP at least one week, if possible, but not less than two days before the day on which the statewide student assessment is to be administered.
- C. The JJAEP shall be responsible for administering the examinations to those students enrolled at the JJAEP.
- D. The school district shall be responsible for making necessary arrangements to retrieve all completed student answer sheets and testing materials attributed to the district's students that are enrolled in the JJAEP.
- E. The JJAEP shall be responsible for returning all test booklets to the appropriate TEA contracted agent.

### **X. Expedited Processing**

10.1 Consistent with applicable law, the parties hereto agree to use their best efforts to expedite the administrative and judicial processing of all cases related to this Memorandum of Understanding.

### **XI. Juvenile Probation**

11.1 By executing this Memorandum of Understanding, the school district does not authorize any court to order a student expelled under Section 37.007 (a), (d), or (e) to attend a regular program, a regular campus, or a school district alternative education program as a condition of probation, nor shall any court be authorized to order a student expelled under Section 37.007 (b), (c), or (f), where that school district has stipulated that such student shall be placed in the JJAEP in accordance with the terms and conditions of this Memorandum of Understanding, to attend a regular program, a regular campus, or a school district alternative education program as a condition of probation. Both the school district and the HCJB agree that no court has such authority pursuant to this Memorandum of Understanding.

### **XII. Records Release**

12.1 To assist the Harris County Juvenile Probation Department in providing appropriate education services to youth in custody before adjudication, the school district will, upon request, release educational and attendance records to the Harris County Juvenile Probation Department.

Pursuant to the Texas Family Code §58.0051 and 20 USC §1232(g), the Harris County Juvenile Probation Department certifies that the institution and/or individual receiving such records will not disclose them to any other party except as provided by law.

**XIII. Miscellaneous**

13.1 This Memorandum of Understanding is effective August 1, 2011 through July 31, 2012.

13.2 If any provision, section, subsection, paragraph, sentence, clause or phrase of this Memorandum of Understanding, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof continue in full force and effect.

13.3 This Memorandum of Understanding, together with the instruments heretofore incorporated by reference and the attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party, that is not contained herein is of any force or effect. Any modifications to the terms hereof must be in writing and signed by the parties.

13.4 This Memorandum of Understanding is executed in multiple originals, each of which shall have the full force and effect of an original document, and each of which shall constitute but one and the same instrument.

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

**HARRIS COUNTY JUVENILE BOARD**

**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

By: Ed Emmett  
Ed Emmett  
Chairman

By: \_\_\_\_\_  
Name: \_\_\_\_\_ (date)  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

VINCE RYAN  
Harris County Attorney



By: \_\_\_\_\_  
Clyde Leuchtag  
Assistant County Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_ (date)  
Title: \_\_\_\_\_

Attachment A  
2011-2012 Harris County JJAEP MOU  
Goose Creek Consolidated Independent School District

The number of 2011-2012 Category B, C & E MOU Spaces available per District will be determined by % of total Harris County felony juvenile referrals during 2010.

POPULATION	2010-2011													TOTAL									
	Alief	Aldine	Channelview	Clear Creek	Crosby	Cy-Fair	Deer Park	Galena Park	Goose Crk.	Houston	Huffman	Humble	Katy		Klein	La Porte	N. Forest	Pasadena	Sheldon	Spring	Spr. Branch	Tomball	Waller
JJAEP Category B & C Placements	2	86	27	9	0	25	21	2	3	204	4	13	15	23	1	2	52	25	1	7	3	10	535
	1	53	32	9	0	18	3	1	3	106	2	2	24	35	0	3	41	0	2	9	3	4	351
	1	67	32	5	0	11	3	1	2	72	0	0	14	16	0	3	66	3	2	3	6	6	313
	1	71	26	5	0	5	0	0	2	81	1	0	12	21	2	9	79	2	2	4	10	9	342
	1	57	27	8	0	1	0	0	2	51	0	0	8	12	0	2	59	1	0	0	2	2	233
Juvenile Offender Activity 2011	177	139	17	28	13	176	12	83	39	716	10	51	50	84	17	47	131	23	89	68	16	6	1992
% of Total Felony Offenders by ISD:	9%	7%	1%	1%	1%	9%	1%	4%	2%	36%	1%	3%	2%	4%	1%	2%	7%	1%	4%	3%	1%	0%	100%
# of JJAEP Reserved Slots Available by ISD:	11	9	1	2	1	11	1	5	3	47	1	3	3	5	1	3	9	2	6	4	1	1	130

130 = Total Category B, C & E Slots Available at \$109/day

\* - Waller ISD will be allocated one space.

**Attachment B**

**Goose Creek Consolidated Independent School District  
Reservation of Student Spaces and Schedule of Payments  
for JJAEP School Year 2011-2012**

Based on the **Goose Creek Consolidated Independent School District's** ("school district") proportion of Harris County felony offenders who resided in the school district in **2010**, the school district is allotted the maximum number of spaces described in Attachment A, Line 25 for the **2011-2012** school year. These spaces, in combination, may be used to purchase Category B, Category C, and Category D discretionary spaces at a rate of **\$109.00/day**. To be eligible for these spaces the school district must complete the following steps no later than August 31, **2011**:

- 1) Completely fill in all columns, as provided on the chart below. "Yes" entries in the second column indicate that these students will be placed in the JJAEP. "No" entries in the second column indicate that these students will not be placed in the JJAEP, therefore the JJAEP is not responsible for the education of students in this category;
- 2) Secure approval of the MOU, including Attachment B, by the school district's Board of Trustees; and
- 3) Return by August 31, **2011** two original copies of the approved and signed MOU, including Attachment B to:

Julie Timpe-Baker, Deputy Director  
Harris County Juvenile Probation Department –Education Services Division  
1200 Congress Street, Suite 6500  
Houston, Texas 77002

All pro-rata spaces left unfunded by August 31, **2011** will be made available to other school districts who desire more spaces at the **\$109.00/day** rate. These spaces shall be allocated to school districts in direct proportion to the number of additional spaces requested in excess of those spaces allocated in Attachment A, line 25, of this MOU. School districts shall express their intent to purchase additional spaces by completing the fourth column on the chart below.

After August 31, 2011, with the prior approval of the JJAEP, the school district may enroll additional Category B and Category C students in the JJAEP in excess of the number of reserved student spaces at a rate of **\$119.00/day** for each student placed in excess of reserved student spaces.

Category of Students	Placement of Students in Optional Categories (Yes/No)	Number of Pro Rata Student Spaces Reserved at \$109.00/day (Up to the total pro-rata share on Attachment A, Line 25)	Number of Additional Student Spaces Needed (these spaces may be reserved at \$109.00/day after August 31, 2011, depending upon availability)
Category A Students			
Category B Students -Section 37.007(b), (c), or (f)	yes	1	
Category B Students -Section 37.0081 ("Title 5, Penal Code Felony Offenders")	yes	0	
Category B -Sections 37.304 – 37.308 ("Registered Sex Offenders")	no		
<b>TOTAL FOR CATEGORY B</b>			
Category C MOU Paragraph 3.1 C	no		
Category D MOU Paragraph 7.6	no		

**Payment and Refunds for Category A Students**

For Category A students, funding is provided exclusively from state appropriations as governed by policy established by the Texas Juvenile Probation Commission (TJPC).

**Payment and Refunds for Category B, Category C and Category D Students**

For Category B, Category C and Category D students, funding is provided by the school district. If "Yes" is selected, the district must indicate the specific number of student spaces the district chooses to reserve for the 2011-2012 school year. For spaces reserved, the district agrees to pay the HCJB a rate of \$109.00 for each space reserved up to and including the total number of pro rata spaces allocated in Attachment A, Line 28, multiplied by 210 days. Payments shall be made to the HCJB in two equal installments, due on or before September 30, 2011 and December 31, 2011.

The school district shall pay the actual direct cost in excess of \$109.00 per day, if any, of providing JJAEP services to Category B students placed under Section 37.0081 ("Title 5, Penal Code Felony Offenders"). This fee shall be assessed by the Harris County Auditor's Office, based on HCLB's annual JJAEP financial audit for the 2011-2012 school year, and will be invoiced to the district.

Payment under this Agreement will be considered overdue if the district mails or electronically transmits payment after September 30, 2011 for the first installment and after December, 31, 2011 for the second installment, pursuant to Texas Government Code §2251.021. In accordance with Texas Government Code §2251.025, late payments by the district will

begin to accrue interest (on an annual percentage rate "APR" basis) on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment for the 2011-2012 school year will be the rate defined in §2251.025, which is one percent plus the prime rate as published in the Wall Street Journal on July 1, 2011. Interest on an overdue payment stops accruing on the date the district mails or electronically transmits the payment.

Late charges will be assessed by the Harris County Auditor's Office and will be invoiced to the district.

The JJAEP shall refund to the school district all funds paid to reserve student spaces that were not fully used by the district at a rate of \$104.00 for each school day that the space was not used. A refund shall be made to the district on or before September 30, 2012. Refunds under this Agreement will be considered overdue if the JJAEP mails or electronically transmits the refund after September 30, 2012, pursuant to Texas Government Code §2251.021. In accordance with Texas Government Code §2251.025, late refund payments by the JJAEP will begin to accrue interest (on an annual percentage rate "APR" basis) on the date the refund payment becomes overdue. The rate of interest that accrues on an overdue refund payment for the 2011-2012 school year will be the rate defined in §2251.025, which is one percent plus the prime rate as published in the Wall Street Journal on July 1, 2012. Interest on an overdue refund payment stops accruing on the date the JJAEP mails or electronically transmits the refund payment.

Any funds received by the HCJB pursuant to a Contract for Education of Non-Resident Students entered into by and between the HCJB, Deer Park Independent School District and any other Texas school district or between the HCJB, La Porte Independent School District and any other Texas school district shall be used to support the operation of the JJAEP and to reduce the cost of placement of Category B, Category C and Category D students in the JJAEP. Any such funds received under a 2011-2012 school year contract shall be allocated by the HCJB or its designee in the following order: (1) funds will first be allocated to reduce the annual per student operating cost of the JJAEP to \$109.00/day; and (2) any remaining funds will be allocated to reduce the cost of placement of all categories of students in the JJAEP for the 2011-2012 school year based on the pro rata share of total JJAEP attendance days. Any funds allocated back to a school district under this section will be pursuant to review and authorization from the Harris County Auditor's Office.

Any remaining funds held by the JJAEP shall be used at the HCJB's discretion for JJAEP programmatic and administrative purposes.

With the prior approval of the JJAEP, the school district may enroll additional Category B and Category C students in the JJAEP in excess of the number of those student spaces reserved at a rate of \$119.00 per day for each student placed in excess of spaces reserved.

In the event the JJAEP program secures funding for a 2012 summer school program from the Texas Juvenile Probation Commission or other federal, state, or local sources, districts will be reimbursed the balance of funds allocated for student spaces during summer school.

In the event the JJAEP program or the school district's participation in the program is terminated prior to July 31, 2012, the JJAEP shall refund to the school district funds paid for the unused portion of the district's reserved student spaces.

All payments should be made to the Harris County Treasurer, 1001 Preston - 6th Floor, Houston, Texas 77002.

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

July 25, 2011

**SUBJECT: CONSIDERATION OF COMMUNITIES IN SCHOOLS (CIS)-  
BAYTOWN/GCCISD 2011-2012 MEMORANDUM OF AGREEMENT**

**RECOMMENDED ACTION:** Approve Communities In Schools-Baytown CISB/GCCISD Memorandum of Agreement for the 2011-2012.

**RATIONALE:** This will provide a range of CIS case managers' salaries at the secondary level (\$211,953) as well as in-kind services (\$33,273). The CIS drop-out prevention services are appropriately aimed at improving instruction for at-risk students and preventing at-risk students from dropping out of school. These services are provided at the following campuses: Robert E. Lee High School, Ross S. Sterling High School, Goose Creek Memorial High School, Baytown Jr., Cedar Bayou Jr., Gentry Jr., Highlands Jr., Horace Mann Jr., Peter Hyland Alternative Learning Program.

**BUDGET PROVISIONS/ACTION REQUIRED:** 2011-2012 Local Funds

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

**AGREEMENT BETWEEN**  
**Goose Creek Consolidated Independent School District**  
**And**  
**Communities In Schools Baytown**  
**2011-2012**

This Agreement for services is entered into this first day of September 2011, by and between the Goose Creek Consolidated Independent School District (GCCISD), hereinafter referred to as GCCISD, and Communities In Schools Baytown (CISB), hereinafter referred to as CISB, a non-profit organization, organized under the laws of the State of Texas with offices at 607 West Baker Road, Baytown, Texas, 77521.

**Witnesseth That:**

Now; therefore, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

**I. Consideration**

GCCISD agrees to pay CISB \$211,953 and an in-kind contribution of \$33,273.00 for dropout prevention services. See Addendum #1 for a complete breakdown of the 2011-2012 budget.

**II. Scope of Services**

CISB will provide a range of drop out prevention services appropriately aimed at enhancing instruction for at-risk students and preventing at-risk students from dropping out of school. All services are done with principal approval and parent permission. The focus for 2011-2012 will first be students in need of appropriate social skills and ninth grade students referred by school principals and school counselors. Services will also be provided to students mandated to appear in Harris County Precinct 3 Court, based on GCCISD attendance and behavior policies. See Addendum #2 for a detailed explanation of service delivery plans.

**An Overview of Communities In Schools-Baytown Services Include:**

- A. Supportive guidance services in individual and /or group settings that address individual student problems, which are common to a significant number of the school population.
- B. Crisis intervention services to students referred to the CISB program and, when appropriate, to the families of the students served.
- C. Remedial education and tutorial referrals needed to improve instruction to support the students' academic skills.
- D. Social service referrals for students and their families who need services already provided through other community organizations and which are outside the scope of the CISB on-campus services (e.g., food stamps, etc.).

- E. Exploration activities that engage students in after school activities designed to expand their educational and cultural horizons and offer exposure to activities, which will positively enrich their lives.
- F. Parent involvement activities, which will inform and involve the parents of at-risk students in strategies and activities to enhance their student's success in school and the community.

### III. CISB Campuses

GCCISD and CISB funding under this agreement will underwrite the program on the following campuses:

Goose Creek Memorial - 1 case managers	Robert E. Lee - 2 case managers
Ross S. Sterling - 2 case managers	Baytown Jr. - 1 case manager
Cedar Bayou Jr. - 1 case manager	Gentry Jr. - 1 case manager
Highlands Jr. - 1 case manager	Horace Mann Jr. - 1 case manager
Peter Hyland Alternative Learning Program - 1 case manager	

CISB will underwrite the funding for the following campus:

School Community Guidance Center – 1 case manager

### IV. Time of Performance

This Agreement shall be for a term of 12 months commencing on September 1, 2011, and continuing through August 31, 2012.

The hours for all campuses Case Managers are from 8:00 a.m.-5:00 p.m. The eight-hour schedule may be adjusted due to individual campus needs and activities.

### V. Relationship of the Parties

It is understood that CISB assumes full responsibility for employees while performing services incident to this Memorandum of Agreement. CISB shall remain responsible for their supervision, daily direction and payment of salary (including withholding of income taxes, social security, workers compensation, and disability benefits and like requirements and obligations.) All such personnel shall be in accordance with all applicable laws, rules and regulations, to work with children. In no event shall GCCISD be liable for any actions of officials, agents, administrators or employees of CISB.

**COMMUNITIES IN SCHOOLS BAYTOWN, 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 COMMUNITIES IN SCHOOLS BAYTOWN, INC. OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.**

## **VI. Program Evaluation/Outcome Measures**

### **A. CISB State Mandated Student Evaluation**

Appropriate outcome measures, which relate to the contract agreements, will be included in the evaluation study. The CISB State Contract goal is that 68% of case managed students will improve in grades, 58% improve their attendance and 80% increase their behavior. In addition, 95% of case managed students will stay in school, and 90% of case managed students (who are eligible) will graduate. The assessment of student outcomes will include information regarding the context in which the student services are provided, including reasons for student referrals to the program.

### **B. Formative and Summative Evaluations**

Formative and summative evaluations will be completed to determine student success. See Addendum #3 for detailed procedures.

## **VII. Student Records**

In the event that GCCISD is required to furnish information from records of CISB pursuant to any applicable law, CISB shall furnish all such information and records to GCCISD, subject to applicable state and federal laws, including but not limited to the Texas Open Records Act and the Family Educational Rights and Privacy Act, and GCCISD shall have the right to release such information and records to the extent allowed by law.

GCCISD shall comply with all requirements of the Family Educational Rights and Privacy Act with regard to any student records which it may possess incident to this Agreement. Pursuant to 20 U.S.C. Subsection 1232 (b) (1) (F), a portion of the Family Educational Rights and Privacy Act, CISB is considered an organization conducting studies and programs for and on behalf of GCCISD for the purpose of improving instruction at the GCCISD. Persons other than GCCISD personnel will conduct the CISB programs in a manner that will not permit the personal identification of students and parents. CISB will strictly maintain the confidentiality of all data provided to it by the GCCISD pursuant to Addendum #4 of this Agreement. CISB will destroy all data provided by the GCCISD when it is no longer needed.

## **VIII. Data Requirements**

Access to school records and mainframe is needed for monitoring purposes of students including grades, attendance and behavior. All CISB employees will follow State and District confidentiality laws and policies. Specific reporting and confidentiality requirements are outlined in Addendum #4.

## **IX. School-Site Operations**

The mutual responsibilities of CISB and GCCISD related to site operations are further defined in Addendum #5. It is expressly agreed that at each site, as a condition of hosting the CISB program, the school principal and the Instructional Leadership Team, will accept the responsibilities set forth in Addendum #5.

## **X. Green Center**

A fee of \$500.00 per month is being paid to GCCISD for the use of office space at 607 West Baker Road, Baytown, Texas 77521, Green Center location for CISB personnel. The fee includes all maintenance, utilities, phone connections, and custodial fees. Space includes office areas.

## **XI. Termination of Services**

If CISB fails to provide services promised under this Agreement, GCCISD will give CISB fifteen (15) days notice to correct the matter. If after 15 days CISB has not taken corrective action, GCCISD may, upon giving CISB thirty (30) days notice, terminate this Agreement. Further, this Agreement may be terminated prior to the expiration of the term hereof by mutual Agreement of the parties or by either party giving thirty (30) days written notice. Upon termination of the Agreement, GCCISD shall be liable only for payment for services performed up to the date of termination and any CISB obligations, which cannot be cancelled. Final payment will be made by GCCISD within 15 days of receipt of CISB documented expenses by GCCISD.

## **XII. 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 addresses 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 GCCISD:**

Dr. Toby York, Superintendent  
Goose Creek Consolidated Independent  
School District  
4544 I-10 East  
Baytown, Texas 77521

### **To CISB:**

Michael Wilson, Director  
Communities In Schools Baytown, Inc.  
P.O. Box 2225  
607 West Baker Road  
Baytown, Texas 77521

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

### **XIII. Assignment**

Neither this Agreement nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other party.

### **XIV. Governing Law**

The laws of the State of Texas, hereunder, shall govern the validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties. Exclusive venue from any disputes arising under this agreement shall be State Court in Harris County, Texas.

### **XV. 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.

### **XVI. Waiver of Breach**

No waiver or 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.

### **XVII. 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.

### **XVIII. Complete Understanding**

This Agreement shall constitute the complete understanding of CISB and GCCISD and supersedes any previous oral agreements. It may not be modified in any manner without the express written consent of both parties.

### **XIX Triplicate Originals**

This Agreement is executed in three (3) copies, each of which shall have full force and effect of the original Agreement, and each of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties to this contract set their hands and affixed their seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Communities In Schools Of Baytown, INC

Goose Creek Consolidated Independent School District

By: \_\_\_\_\_  
Communities In Schools Of Baytown, President

\_\_\_\_\_  
Dr. Toby York, Superintendent

Approved as to form:

\_\_\_\_\_  
CISB Attorney

\_\_\_\_\_  
GCCISD School Attorney

<b>Campus Case Managers (11)Salary &amp; Benefits</b>		
	<b>Year 10-11</b>	<b>Year 11-12</b>
2 Lee High School	81,888	81,888
2 Sterling High School	74,738	74,738
1 Memorial High School	37,696	37,696
1 Baytown Junior School	39,136	39,136
1 Cedar Bayou Junior School	34,401	34,401
1 Highlands Junior School	37,042	37,042
1 Gentry Junior School	41,971	41,971
1 Horace Mann Junior School	42,633	42,633
1 Peter Hyland ALP	34,401	34,401
<b>11 Case Managers' salaries including benefits</b>	<b>\$423,906</b>	<b>\$423,906</b>

<b>CIS budget request from Goose Creek CISD</b>		
50% (11) Case Managers' salaries including benefits	212,777	211,953
<b>Total GCCISD Case Managers Contribution for 2011-2012</b>		<b>\$211,953</b>

<b>Total 11-12 Budget Proposal</b>	<b>\$211,953</b>
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<b>Total GCCISD In-Kind Contribution</b>	<b>\$33,273</b>
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## **Service Delivery Plans 2011 – 2012 School Year**

### **CISB-Baytown 2011-2012 Service Delivery High School/Junior High**

In accordance with the CISB mission, CIS-Baytown (CISB) will provide services to address the needs of students assigned on junior high and high school campuses, as well as students mandated to appear in Harris County Precinct 3 Court based on GCCISD attendance and behavior policies.

CISB case managers are assigned to schools to provide services to students based on a referral process. The referral of a student to CISB initiates the case management process by providing information to be used as part of the development of a case management plan for each student. Referral sources, in addition to self-referrals, include: parents, school staff, CISB staff, and Harris County Precinct 3 Court staff. Parent/guardian consent must be provided before a student to be considered a case managed student in CISB.

Note: CISB case managed services can be provided after parent/guardian signs permission slips.

#### **High School Service Delivery**

CISB high school service delivery will focus first on students in need of appropriate social skills and ninth grade students based on recommendations from principals, school counselors/personnel. In addition, students meeting the following criteria will be considered for CISB Case Management services:

1. Ninth grade students, including ninth grade repeaters. The targeted students will be identified and referred through the ninth grade counselors;
2. Ninth grade students in extended algebra and reading classes at the high school; (if applicable)
3. Juvenile Court program students who are referred based on citations issued on campus. Case managers will attend Juvenile Court with students and provide follow-up services;
4. Students in need of specialized group or services (i.e., tutoring, credit recovery, etc.).
5. Students in need of maintenance services (follow-up meetings with identified students previously in CISB);
6. Students in need of special interest groups (i.e., college prep, mentoring, etc);
7. Students in crisis situations.
8. Attendance Court Program-CISB will work closely with Attendance Officer to coordinate services for students and will attend truancy court if students are on their case loads;

Parent permission is required for all students on CISB caseloads. CISB Case Managers will also contact teachers to discuss progress of those targeted ninth graders on their caseloads. Staffing with the school counselor or CISB campus contact person regarding student issues will take place at least monthly.

CISB Case Managers will also assist counselors and school personnel in the following areas when possible:

1. Developmental/preventive guidance curriculum groups;
2. Coordination of College and Career Counseling Services;
3. Facilitation of small group counseling sessions for various topics such as Retention, Self-Esteem, Peer Relationship, Anger Management, Grief and Loss, Divorce, Social Skills and Special Needs;
4. Membership on the campus and district crisis management teams;
5. Attend campus ILT meetings as requested.

### **Junior High Service Delivery**

The focus for service delivery on the junior high campuses will be students in need of appropriate social skills and students referred by school personnel designated by principals, and any of the following criteria:

1. Students failing in academic core subjects as designated by Principals;
2. Students who are exhibiting a decline in their school attendance, behavior, or academic performance;
3. Juvenile Court Program students who are referred based on citations issued on campus;
4. Attendance Court Program-CISB will work closely with Attendance Officer to coordinate services for students and will attend truancy court if students are on their case loads;
5. Students who are facing a crisis situation;
6. Students in need of specialized groups or services (i.e., tutoring, anger management, after school programs, outside agency referrals, transitioning from elementary school); or
7. Students in need of maintenance services, i.e., follow up meetings with identified students previously in CISB.

CISB Case Managers will also assist counselors and school personnel in the following areas:

1. Participation in programs such as Peer Mediation designated by campus principal;
2. Developmental/preventive guidance curriculum groups in the areas of Motivation to Achieve, Decision Making, Goal Setting, Planning, Problem Solving, Communication, and Responsible Behavior;
3. Facilitation of small group counseling sessions for various topics such as Retention, Self-Esteem, Peer Relationship, Anger Management, Grief and Loss, Divorce, Social Skills and Special Needs;
4. Attendance at special education staffing and ARD's as needed;
5. Membership on campus and district crisis management teams;
6. Membership on campus ILT as needed.

### **CIS- Baytown Court Program Focus**

The court program services will be provided in collaboration with Harris County Justice Court, Precinct 3, and include students on the Juvenile Docket. Case managers will attend Attendance Court if student is on their caseload. In preparation for Court the Case Manger will need access to student information (grades, attendance, and/or conduct) in some cases before parent permission forms are signed.

#### **Wednesday Behavior Court**

1. Case managers will meet with students to explain court procedures;
2. Case managers will obtain background information from school personnel; i.e., grades, attendance, and behavior;
3. Case managers will explain CISB services to parents and obtain parent permission forms if appropriate;
4. Follow-up services will be provided if parent permission is obtained in order to add to caseload. Referrals to outside agencies, individual supportive guidance, and/or group services will be provided as needed.

#### **Additional Court Services**

Anger Management classes will be offered to secondary students for community service credit. Parenting classes will be offered to parents.

## **Definition of State Service Components Offered by CISB**

### **Educational Enhancement**

Services that support educational areas needed to promote student achievement and success in their school experience. These services include, but are not limited to the following:

- Initiate referrals to academic or TAKS tutoring on campus, including follow-up meetings with students and tutoring teachers to encourage attendance and participation;
- Offer homework assistance through after school programs, if available;
- Expose students to higher education opportunities;
- Coordinate with district and campus personnel to assist with additional services as needed, ie, time management, test taking and study skills.
- Post Secondary education goals

### **Supportive Guidance**

Services that counteract the barriers of students' success in school. Case managers are degreed social service providers trained to provide assistance to students and their families who are facing personal issues such as grief, divorce, etc. that may negatively affect their behavior and academic success in school. Case managers are a resource to campus staff. The services provided include, but are not limited to the following:

- Anger management/conflict resolution training,
- Court advocacy,
- Crisis intervention,
- Goal setting,
- Study Skills
- Career Awareness
- Social and communication skills,
- Violence prevention, and
- Additional support groups as needed.

### **Parental Involvement**

Parental involvement services and activities are designed to increase the participation of parents in the students' educational experience. These services include but not limited to the following:

- Parent Newsletters,
- College Preparation Nights,
- Parent Education Classes,
- Parent Surveys,
- Phone Calls.

### **Health and Human Services Referrals**

Services that support and promote health awareness, and provide referrals for basic needs of students and their families. These services are provided by community agencies and may include the following:

- Food stamps,
- Dental, medical attention, and
- Referrals for health/mental health problems

### **Enrichment Activities**

Services that provide leadership and interpersonal skills to increase students' awareness of civic, cultural, and educational opportunities. These services may include, but are not limited to, the following:

- After School Program opportunities
- Entrepreneurship opportunities;
- Academic skills enforcement including math, writing, data analysis and public speaking;
- Explorations activities related to Entrepreneurial projects.

### **Career Awareness**

Career Awareness services and activities promote career awareness, job readiness skills training, preparation for the workforce, and the attainment of employment. These services include, but are not limited to the following:

- Employment skills training and assistance with job placement through collaboration with other agencies,
- Career counseling in collaboration with the school district and other agencies,
- Career fairs,
- Career Exploration

## **Definition of Case Management**

Case Management is a student-centered, goal-oriented process for assessing a student's needs for particular services and assisting the student in obtaining those services that will lead to school success. Since case management is the CISB service delivery model, folders will be kept for each student.

### **Case Managed Students**

In order for students to be considered case managed, they must receive ongoing services that address academics, attendance, and/or behavior, as well as other barriers to staying in school. Direct services are provided by the case manager or other service providers. Reassessments are completed each six weeks to determine the level and type of services needed.

### **Non-Case Managed Students**

Non-case managed students include students who may receive services for crisis intervention, prevention and awareness services, etc. These are students referred to CISB, but who need less support than case managed student. No case management folder will be kept.

## Communities In Schools Campus Staff 2011-2012

Name	Location
<b>Christi Hillier</b>	<b>Peter Hyland ALP</b>
<b>Nkemdili Megwalu</b>	<b>Cedar Bayou</b>
<b>Stacy Peterson</b>	<b>Highlands Jr.</b>
<b>Regina Kerr</b>	<b>Baytown Jr.</b>
<b>Clara Hodge</b>	<b>Horace Mann Jr.</b>
<b>JaSara Scates</b>	<b>Gentry Jr.</b>
<b>Charles Ellison</b>	<b>Robert E. Lee</b>
<b>Victoria Marron</b>	<b>Robert E. Lee</b>
<b>Tenesha Gale</b>	<b>Ross S. Sterling</b>
<b>Monnika Marshall</b>	<b>Ross S. Sterling</b>
<b>Ryan Lopez</b>	<b>Goose Creek Memorial</b>

## **Evaluation: Formative and Summative**

Formative and summative evaluations will be completed to determine student success as follows:

### **Formative High School and Junior High Service Delivery Evaluations**

The formative high school and junior high service delivery evaluation will be completed each month and will include the number of case managed students served, the recommendation reasons, and the services provided (see addendum 2 for definitions of case managed and non-case managed students).

### **Formative Wednesday Behavior Court Evaluation**

A monthly Wednesday Behavior Court Report will include the number of students on the Wednesday Behavior Court Docket and the number of students added to the CISB caseload if parent permission is obtained. A separate report will include the number of students and their parents who attend the evening classes mandated by court and those who complete the number of classes mandated by Court.

### **Summative High School and Junior High Service Delivery Evaluation**

A Mid-Year Report will summarize the total number of students served, the referral reasons and services provided.

An End-of-Year Report will present the total number of students served, the referral reasons and services provided. In addition, the report will provide the following information for case managed students:

1. The percentage of students who improve in grades, attendance, and/or behavior. The goal is 95% improvement see Addendum #3 for definition of improvement for grades, attendance, and/or behavior;
2. The percentage of students who stay in school. The goal is 95% success.
3. The percentage of students who are eligible to graduate. The goal is 90% graduation rate;
4. Academic Performance Report summarizing the number of students referred for academic reasons and the percentage of grades that improved.

**Summative Wednesday Behavior Court Evaluation**

1. The total of students on the Behavior Court Docket.
2. The total number of students added to the caseload.
3. The number of cases dismissed by Justice Court, Precinct.3.
4. The number of students and their parents who attend the evening classes mandated by Court and those who complete the number of classes mandated by Court.

**Summative Reports**

1. Student Performance Outcome Report mandated by the CIS State Office.
2. Academic Performance Report
3. Attendance Performance Report
4. Behavior Performance Report
5. Attendance Court Report

## **Definition of Improvement: Grades, Attendance and/or Behavior**

### **Improvement in Grades**

If a student is referred to CISB for academic reasons, they must receive a passing grade (80 or above) at the end of the school year in the referred subject in order to be considered as improved. Although CISB case managers are not certified teachers, they can provide supportive services that include following up with students who are scheduled to attend tutoring, meet with teachers to check students classroom progress, meet with students to provide encouragement for continued academic success, and provide incentives for success in academics.

### **Improvement in Attendance**

If a student is referred to CISB for attendance (unexcused absences), report cards are checked for improvement or campus personnel (principal, assistant principal, counselor or teacher) must sign a documented letter stating that the student improved in attendance. Improvement will be determined by the number of unexcused absences before CISB involvement compared to the number of unexcused absences after CISB involvement.

### **Improvement in Behavior**

If a student is referred to CISB for behavior reasons, campus personnel (principal, assistant principal, counselor or teacher) must sign a documented letter stating that the student's behavior improved in the referred area of behavior. If improvement is not documented by letter, documentation will be verified by students conduct grade on report card (conduct grade must be a E, G, or S).

**Data Requirements**

To aid CISB data management, GCCISD will provide the following 2011-2012 data on a disk for students in GCCISD.

After the fall PEIMS data (end of October), the following will be provided by GCCISD to CISB.

Name	Gender
ID	Ethnicity
Campus	LEP Status
Grade Level	Home language
Home Address	At-risk status
Age	At-risk factors
Date of birth	

After spring enrollment, (after March, 2012) the following data will be provided by GCCISD to CISB:

Name	Gender
ID	Ethnicity
Campus	LEP Status
Grade Level	Home language
Home Address	At-risk status
Age	At-risk factors
Date of birth	

After the end of the school year, GCCISD will provide to CISB:

- TAKS, TLI for every test taken
- End of the year status (promoted, placed, and retained)
- Report card grades (secondary only)
- Report card conduct (secondary only)
- Attendance of all students

Note: CISB, State, and District confidentiality laws and policies are followed and include the following:

**CIS**

- CIS-Baytown has developed a client confidential policy that states any identifying information on clients, and any information regarding client circumstances and situations is held in the strictest confidence. In no case is client information to be shared with outside agencies or individuals without the client's written consent regarding the specific information to be shared (except in the case where client files may be subpoenaed by the court or in the mandatory reporting of suspected child or elder abuse).

**GCCISD**

- The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.
- The educator shall not knowingly treat a student in a manner that adversely affects the student's learning, physical health, mental health or safety.
- The educator shall not deliberately or knowingly misrepresent facts regarding a student's academic performance, school attendance, or social needs.
- 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.
- The educator shall not engage in physical mistreatment of a student.
- The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student.
- 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.

## School Site Operations

The following sets forth the basic school site operational model of CISB and defines the respective responsibilities of both CISB and GCCISD at the school sites. Specific requirements unique to each site (numbers of students to be served as case managed; total number of students to be served; allotment of time to specific activities, etc.) will be developed between CISB and the respective school principal.

1. The Communities In Schools Baytown program approach provides additional staff and resources in schools for the benefit of at-risk youth on campus. The focus of the CISB staff will be campus referrals including ninth grade students at the high schools, and students who are exhibiting a decline in their school attendance, behavior, or academic performance at the junior schools. Services will also be provided to students referred to the Court Program.
2. CISB Supervision will be provided to administer the CISB site.
3. CISB staff cannot provide additional administrative or clerical duties that would otherwise be assigned to GCCISD employees.
4. CISB agrees to maintain a file on each assigned caseload student containing all relevant data. The size of the caseload will be subject to the number of CISB staff and the grant requirements under which the CISB staff operates.
5. CISB State Contract guidelines require that all case managed students require ongoing services per month provided personally by the case manager (or service providers).
6. CISB agrees to provide technical assistance to CISB campus staff i.e., planning, training, inter-agency coordination and overall project site management.
7. CISB personnel will remain employees of CISB while assigned to the school site.
8. The CISB project shall adopt as part of its operating policies, the policies and procedures of GCCISD and the school site whenever possible, including following the procedures for disciplinary actions and grievances outlined in the GCCISD/CISB personnel policies consistent with all applicable laws.
9. The principal and CISB administrative staff will engage in a great effort to promote the successful operation of the school site.
10. The principal and the school staff will assume responsibility for handling cases that involve: suicide threats, violent behavior, criminal behavior, child abuse, sexual abuse, harassment, legal custody, and student records as required by GCCISD Board Policy. CISB will assist with the above if so directed by the principal.

11. The in-kind contribution from the GCCISD school site will provide sufficient office space, and use of a phone for case managers. Additional in-kind contributions will consist of furniture and office equipment such as access to a fax machine and copier. CISB will provide a computer. Space at the Green Center includes office space, cafeteria, and one classroom in the evening for student and parent classes.

## SCHOOL BOARD AGENDA ITEM SUMMARY

July 25, 2011

**SUBJECT: EXPEDITED WAIVER FROM PARTICIPATING IN THE TEACHER DATA PORTAL OF THE TEXAS ASSESSMENT MANAGEMENT SYSTEM**

**RECOMMENDED ACTION:** Approve the expedited waiver which allows GCCISD to use our local teacher data portals rather than the one provided by TEA.

**RATIONALE:** In 2009, the 81<sup>st</sup> Texas Legislature enacted legislation to provide greater access to student assessment data for students, parents, educators, and the general public. Districts that are interested in fulfilling the requirement of TEC, §32.258 to provide teacher access to student assessment data through a local student data system must apply for an expedited waiver from the Texas Education Agency (TEA). (See attached information regarding the Teacher Data Portal of the Texas Assessment Management Systems). We currently provide more detailed and comprehensive assessment information for all teachers through the SchoolNet and INOVA data systems. These systems meet the requirement for this waiver. To use the portal provided by TEA would require considerable duplication of work and not provide the detailed level of data available from our local systems. This waiver does not impact access to the Texas Assessment Management System by students, parents and the general public.

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

**RESOURCE PERSONNEL:** Dr. Toby York  
Mr. Rick Kirk  
Ms. Diana Cox  
Mr. David Yannotta

# Teacher Data Portal of the Texas Assessment Management System

## [Application for Expedited and General State Waivers](#)

In 2009, the 81st Texas Legislature enacted legislation to provide greater access to student assessment data for students, parents, educators, and the general public. The assessment data portal of the Texas Assessment Management System will be fully operational in October 2011 and will comply with the requirements of Texas Education Code (TEC), §32.258, as enacted by House Bill 3, 81st Legislature. Districts that are interested in fulfilling the requirement of TEC, §32.258 to provide teacher access to student assessment data through a local student data system must apply for an expedited waiver from the Texas Education Agency (TEA). The local data portal must meet the following requirements.

- The local data portal must be accessible to all teachers in the core subject areas (reading/English Language Arts, mathematics, science, and social studies) and must allow teachers to view their own students' assessment data. It will be a local decision whether to extend access to teachers outside of the four core subjects; however, districts must consider whether there exists a sound educational reason, allowable under the Family Educational Rights and Privacy Act (FERPA), for non-core teachers to have access to student-level data.
- Student data must be available from the 2007–2008 school year forward, and include data indicating progress in student achievement.
- Student data must be available on or before the first instructional day of the year following the year in which the data were collected.
- The local data portal must permit comparisons of student performance at the classroom, campus, district, and state levels. Though it will not be necessary for local data portals to contain statewide data for comparisons of student performance, local portals must include a link to the TEA's website where statewide reports are posted (<http://www.tea.state.tx.us/student.assessment/results/>).
- As a condition to granting a waiver for teacher access to the state data portal, local systems must have all of the above data available to teachers by October 1, 2011.

It should be noted that districts and charter schools that receive a waiver from the requirement to provide teachers with access to the state data portal are still required to provide the teacher-student linking information in their summer PEIMS submissions. There is no waiver from the PEIMS submission requirement.

The deadline for submitting an expedited waiver request to fulfill the requirements of TEC, §32.258 through a local student data portal is August 1, 2011.

**SCHOOL BOARD AGENDA ITEM SUMMARY**

July 25, 2011

**SUBJECT: CONSIDERATION OF BUDGET AMENDMENTS**

**RECOMMENDED ACTION:** Approve Amendments No. 21 thru 24 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 2010-2011 Budget

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

BUDGET AMENDMENT

Amendment No. 21  
General Fund  
Fund No. 199  
Local Maintenance Fund

APPROPRIATIONS (DECREASE)

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-11-6399-00-999-111-981	Above Allocations	<u>\$ 90,659</u>	<u>\$ (25,000)</u>	<u>\$ 65,659</u>

APPROPRIATIONS INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-52-6631-00-917-199-981	Security Vehicles	<u>\$ -</u>	<u>\$ 25,000</u>	<u>\$ 25,000</u>

This amendment to redistribute appropriations between functions 11 instructional and 52 security and monitoring services is requested by Pete Pape, Chief Financial Officer, to purchase a replacement security vehicle.

  
\_\_\_\_\_  
Signature

**BUDGET AMENDMENT**

**Amendment No. 22  
Capital Projects Fund and Debt Service Fund  
Fund Nos. 630 and 516**

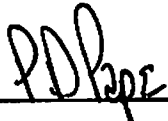
**Operating Transfer Out:**

<b>BUDGET</b>	<b>TITLE</b>	<b>Adjusted Amount</b>	<b>Requested Change</b>	<b>Amended Amount</b>
630-00-8911-00-000-1-99-000	Operating Transfer Out - Capital Projects Fund	<u>\$ 3,600,000</u>	<u>\$ 2,900,000</u>	<u>\$ 6,500,000</u>

**Operating Transfer In:**

<b>BUDGET</b>	<b>TITLE</b>	<b>Adjusted Amount</b>	<b>Requested Change</b>	<b>Amended Amount</b>
516-00-7915-00-000-1-99-000	Operating Transfer Out - Debt Service Fund	<u>\$ 6,524,500</u>	<u>\$ 2,900,000</u>	<u>\$ 9,424,500</u>

This amendment to increase estimated operating transfers in for the Debt Service Fund and operating transfers out for the Capital Projects Fund is requested by Pete Pape, Chief Financial Officer, to transfer \$2,900,000 to the Interest and Sinking fund for the 2010-11 school year. Moving \$2,900,000 will allow the district to meet the August 2011 Bond Payment Schedule.

  
\_\_\_\_\_  
Signature

**BUDGET AMENDMENT**

**Amendment No. 23  
General Fund  
Fund No. 199  
Local Maintenance Fund**


**REVENUE DECREASED**

<b>BUDGET</b>	<b>TITLE</b>	<b>Adjusted Amount</b>	<b>Requested Change</b>	<b>Amended Amount</b>
199-00-5749-00-000-1-99-000	Revenue - Chambers County Reimbursement	<u>\$ -</u>	<u>\$ (15,000)</u>	<u>\$ (15,000)</u>

**APPROPRIATIONS INCREASE**

<b>BUDGET</b>	<b>TITLE</b>	<b>Adjusted Amount</b>	<b>Requested Change</b>	<b>Amended Amount</b>
199-41-6399-00-734-1-99-000	Supplies - Tax Office	<u>\$ 50,200</u>	<u>\$ 15,000</u>	<u>\$ 65,200</u>

This amendment to increase estimated revenues and appropriations \$15,000 in a General Fund is requested by Pete Pape, Chief Financial Officer, to incorporate into the district's books and records funds to purchase supplies for the district's tax office. Additional supplies are needed to cover the costs associated with adding Crosby Independent School District as a tax service client.



\_\_\_\_\_  
Signature

**BUDGET AMENDMENT**

Amendment No. 24  
General Fund  
Fund No. 199  
Local Maintenance Fund

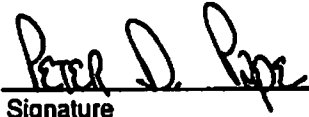
**APPROPRIATIONS (DECREASE)**

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-93-6492-00-875-1-23-000	Shared Service Arrangement	<u>\$ 250,000</u>	<u>\$ (28,000)</u>	<u>\$ 222,000</u>

**APPROPRIATIONS INCREASE**

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-11-6639-00-875-1-23-000	Fixed Assets >\$5,000	<u>\$ -</u>	<u>\$ 28,000</u>	<u>\$ 28,000</u>

This amendment to redistribute appropriations between functions 93 member district payments and 11 instructional is requested by Pete Pape, Chief Financial Officer, to renovate Special Education classrooms at Ross. S. Sterling High School.



Signature

7/25/2011

**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**

July 25, 2011

**SUBJECT: CONSIDERATION OF PERSONNEL ACTION**

**RECOMMENDED ACTION:** Approve nine (9) elections subject to assignment;  
approve six (6) resignations.

**RATIONALE:** Fill vacancies for the 2011-2012 school year; 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

July 25, 2011

## ELECTIONS

1. **Randy Barnette**, teacher-coach, assigned to Robert E. Lee High School.

A. High School Attended	Humble High School
B. Hours in Teaching Areas	Business – 24; Science – 12; Health – 9; PE – 12 Speech – 12
C. Grades	Excellent
D. Experience	22 years
E. Certification	Provisional Business Administration, Health, PE 6-12 Speech Communications 6-12, Standard Science 8-12
F. Interviewers	Dr. B. Cannariato, B. Davis

2. **Gary Cochran**, teacher, assigned to Ross S. Sterling High School.

A. High School Attended	Ross S. Sterling High School
B. Hours in Teaching Areas	Law Enforcement – 36
C. Grades	Excellent
D. Experience	Retired Police Officer 25 years
E. Certification	Standard Trades and Industry EC-12
F. Interviewers	Dr. B. Cannariato, Dr. D. Beck

3. **Leeandria Fordham**, teacher, assigned to Lamar Elementary School.

A. High School Attended	Robert E. Lee High School
B. Degree Conferred	BS – UHCL
C. Hours in Teaching Areas	Elementary – 56
D. Grades	Excellent
E. Experience	1 year
F. Certification	Standard Generalist EC-4
G. Interviewers	S. Moore-Fontenot, R. Ysquierdo

4. **Lyndsey Hartrick**, teacher, assigned to Gentry Junior School.

A. High School Attended	Ross S. Sterling High School
B. Degree Conferred	BS – UHCL
C. Hours in Teaching Areas	Elementary – 56; Special Ed – 12
D. Grades	Good
E. Experience	None
F. Certification	Standard Generalist 4-8, EC-6, Special Ed EC-12
G. Interviewers	S. Moore-Fontenot, D. Gillings

5. **Kyleigh Parker**, teacher, assigned to San Jacinto Elementary School.

A. High School Attended	Ross S. Sterling High School
B. Degree Conferred	BS – Texas A&M University
C. Hours in Teaching Areas	Elementary – 56
D. Grades	Good
E. Experience	None
F. Certification	Standard Generalist EC-6
G. Interviewers	Dr. B. Cannariato, B. Robins

6. **Teresa Rashall**, teacher, assigned to Ross S. Sterling High School.

A. High School Attended	Longmont High School, CO
B. Degree Conferred	BA – Metropolitan State College of Denver
C. Hours in Teaching Areas	History – 48
D. Grades	Good
E. Experience	2 years
F. Certification	Standard Social Studies 8-12
G. Interviewers	Dr. B. Cannariato, Dr. D. Beck

7. **Ryan Saunders**, teacher, assigned to Gentry Junior School.

A. High School Attended	Ross S. Sterling High School
B. Degree Conferred	BA – University of New Mexico
C. Hours in Teaching Areas	Special Ed – 56
D. Grades	Good
E. Experience	3 years
F. Certification	Standard Special Ed EC-12
G. Interviewers	S. Moore-Fontenot, D. Gillings

8. **Terry Sapp**, teacher-coach, assigned to Goose Creek Memorial High School.

A. High School Attended	Wyandotte High School, OK
B. Degree Conferred	BS – Northeastern State University
C. Hours in Teaching Areas	Math – 56
D. Grades	Good
E. Experience	8 years
F. Certification	Provisional Secondary Math 6-12
G. Interviewers	Dr. B. Cannariato, A. Richard

9. **Amanda Wyatt**, teacher, assigned to Ashbel Smith Elementary School.

A. High School Attended	New Caney High School
B. Degree Conferred	BS – SHSU
C. Hours in Teaching Areas	Elementary – 36; Special Ed – 12
D. Grades	Excellent
E. Experience	6 years
F. Certification	Standard Generalist EC-4, Special Ed EC-12
G. Honors	Honor Society, Golden Key International Honor Society
H. Interviewers	Dr. B. Cannariato, P. Musick

**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

Office of the Superintendent  
Baytown, Texas

July 25, 2011

**RESIGNATIONS**

1. **Martha Doucette**, English teacher at Ross S. Sterling High School, resigned effective July 8, 2011. Ms. Doucette plans to stay home following maternity leave.
2. **Ponda Griggs**, math teacher at Ross S. Sterling High School, resigned effective July 7, 2011. Ms. Griggs accepted a position with another school district.
3. **Rich Lucero**, Spanish teacher and coach at Ross S. Sterling High School, resigned effective June 29, 2011. Mr. Lucero accepted a position at Katy ISD.
4. **Michael Manley**, Director of Operations and Grounds, is retiring effective July 31, 2011. Mr. Manley has been with the district 35 years.
5. **Charlotte Read**, special education teacher at Lamar Elementary School, resigned effective July 15, 2011. Ms. Read moved back to Arkansas to take care of her mother.
6. **Ruth Rios Valeen**, Title I teacher at Travis Elementary School, resigned effective July 7, 2011. Ms. Rios Valeen accepted a position with Fort Bend ISD.

**SCHOOL BOARD AGENDA ITEM SUMMARY**

July 25, 2011

**SUBJECT:**           **CONSIDERATION OF ADMINISTRATIVE PERSONNEL**

**RECOMMENDED ACTION:**    Approve Elementary Math Instructional Specialist.

**RATIONALE:**           Board approval is required to fill administrative vacancies.

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

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

/jr