



# GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**DATE, TIME, LOCATION: MONDAY, AUGUST 22, 2011, 6:30 PM  
REGULAR MEETING OF THE BOARD OF TRUSTEES  
ADMINISTRATION BUILDING BOARD ROOM  
4544 INTERSTATE 10, BAYTOWN, TEXAS**

## **AGENDA**

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

## BUDGET HEARING

### Board Policy CE (Local), Annual Operating Budget

The annual budget hearing shall be the first order of business at a legally held board meeting held no later than August 31. The Board at that time shall hear taxpayers on the matter of the budget for the succeeding year. The following rules of procedure are to be followed:

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

## **CITIZENS' PARTICIPATION**

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

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

August 8, 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, August 8, 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 August 8, 2011, Board Meeting was given by Board Members. Board Member Agustin Loreda asked for a moment of silence and gave the prayer. Board President Jenice Coffey led the Pledges of Allegiance to the United States and Texas flags.

**PUBLIC HEARING**

The Board of Trustees held a Public Hearing regarding the Optional Flexible School Day Program (OFSDP) conducted by Executive Director of School Administration Suzanne Heinrich, Director of Student Services Patricia Bing, Chief Financial Officer Pete Pape, and Principal Michelle Verdun.

No one registered to address any questions or concerns. The public hearing adjourned and immediately convened into the regular meeting.

**CITIZENS PARTICIPATION**

Ms. Andrea Gay addressed the Board of Trustees regarding her children's hair.

**DISPOSITION OF MINUTES**

**July 25, 2011, Regular Board Meeting**

Mr. Martin moved and Mr. Loreda seconded the motion **THAT THE BOARD APPROVE THE MINUTES FOR THE JULY 25, 2011, REGULAR BOARD MEETING AS PRESENTED.** The motion passed with Ms. Coffey, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loreda, and Mr. Martin voting for the motion. Mr. Sampson abstained.

## DISCUSSION ITEMS

### 8316. DISCUSSION OF SUPERINTENDENT’S REPORTS

#### Goose Creek CISD 2011-2012 Budget and Tax Rate

Mr. Pete Pape, Chief Financial Officer, presented the 2011-2012 Proposed Budget and Tax Rates.

#### Goose Creek CISD Transportation Update

Mr. Rick Walterscheid, Director of Transportation, and Mr. Pete Cote, Executive Director of Support Services, presented an oral and PowerPoint presentation regarding the 2011-2012 Student Walk Zones.

Mr. Walterscheid explained the reasons why this is needed now and gave the Walk Zone Criteria. After much discussion the Board asked the Administration to review and reconsider the proposed Student Walk Zones. The Board pointed out several concerns regarding the students safety and asked for a new proposal.

#### Goose Creek CISD Insurance Update

Mr. Wally Vosloh, Risk Management Coordinator; Dr. Byron Terrier, Deputy Superintendent and Mr. Joe Blasi of McGriff, Seibels & Williams gave the Board of Trustees an overview on the 2011-2012 Property & Casualty Insurance.

## ACTION ITEMS

### 8317. CONSIDERATION OF 2011-2012 PROPOSED TAX RATE

Mr. Loredo moved and Mr. Blackford seconded the motion **THAT THE BOARD APPROVE THE PROPOSED TAX RATE FOR 2011-2012 TO BE USED IN THE PUBLICATION OF “NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE.”** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion.

Approved the proposed tax rate for the Notice of Proposed Tax Rate for 2011-2012:

1. Maintenance & Operations tax rate of \$1.04 (same as 2010/11 school year)
2. Interest & Sinking tax rate \$0.30213 (increase of 4 cents from 2010/11 school year)

(This is for the Notice in the paper only. It is anticipated that the Board will adopt a tax rate at the August 22, 2011, Board Meeting.)

**8318. CONSIDERATION OF FIRST READING OF BOARD POLICY DEC (LOCAL)**

Mr. Loredo moved and Mr. Smith seconded the motion **THAT THE BOARD APPROVE FIRST READING OF REVISIONS TO BOARD POLICY DEC.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion.

This will provide a benefit to GCCISD employees regarding requirements for the Catastrophic Sick Leave Bank.

**8319. CONSIDERATION OF ROAD EASEMENT DEDICATION TO HARRIS COUNTY**

Mr. Martin moved and Mr. Blackford seconded the motion **THAT THE BOARD APPROVE TO DEDICATE THE ROAD EASEMENT TO HARRIS COUNTY FOR THE EXPANSION OF THE INTERSECTION OF WALLISVILLE RD. AND N. MAIN ST. AT GOOSE CREEK MEMORIAL HIGH SCHOOL.** The motion passed with Ms. Coffey, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion. Mr. Sampson abstained.

**8320. CONSIDERATION OF FIRST READING OF TASB LOCALIZED POLICY MANUAL UPDATE 90**

Mr. Burg moved and Mr. Martin Seconded the motion **THAT THE BOARD APPROVE ON FIRST READING TO ADD, REVISE, OR DELETE (LOCAL) POLICIES AS RECOMMENDED BY TASB POLICY SERVICE AND ACCORDING TO THE INSTRUCTION SHEET FOR TASB LOCALIZED POLICY MANUAL UPDATE 90 WITH THE EXCEPTION OF FMH (LOCAL): STUDENT ACTIVITIES COMMENCEMENT.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion.

**8321. CONSIDERATION OF OFFICAL DELEGATE AND ALTERNATE TO THE 2011 TASB DELEGATE ASSEMBLY**

Mr. Loredo moved and Mr. Burg seconded the motion **THAT THE BAORD APPROVE THE APPOINTMENT OF MR. HOWARD SAMPSON, DELEGATE AND MR. DANIEL BLACKFORD, ALTERNATE, TO THE TASB DELEGATE ASSEMBLY, SATURDAY, OCTOBER 1, 2011, IN AUSTIN, TEXAS.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion.

**8322. CONSIDERATION OF CONSENT AGENDA**

- 1. Optional Flexible School Day Program (OFSDP)**
- 2. Certified Ad Valorem Tax Debt Collection Rate 2011**
- 3. 2011 Supplemental Science Adoption**
- 4. Purchase of Electronic Response to Intervention System**
- 5. Resolution of the Board of Trustees to Suspend Portions of Policy EIE (Local) for the 2011-2012 School Year Only**
- 6. Interlocal Contract with Harris County Department of Education Adaptive Behavior Center (ABC)**
- 7. Renewals**
  - a. Interlocal Agreement with Harris County Hospital District and Goose Creek CISD for School-Based Clinic**
  - b. Commercial Property/Windstorm/Mechanical Breakdown Insurance Coverage**
  - c. School Leaders Errors and Omissions(Professional Liability) Insurance**
  - d. Aggregate Deductible Plan for Workers' Compensation Insurance Coverage**
  - e. General Liability, Auto Liability, Auto Physical Damage, Catastrophic Auto Physical Damage, and Mobile Equipment Insurance Coverage**
- 8. First Reading of FMH(LOCAL); Student Activities Commencement**
- 9. Budget Amendment**

Mr. Burg moved and Mr. Martin seconded the motion **THAT THE BOARD APPROVE THE CONSENT AGENDA ITEMS 1 THROUGH 9 AS LISTED ON THE AGENDA.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loreda, and Mr. Martin voting for the motion.

**Optional Flexible School Day Program (OFSDP)**

The Board approved the application for an Optional Flexible School Day program for the Peter E. Hyland Learning Program.

This program will provide at-risk high school students and high school drop-outs opportunities to earn credit and complete graduation requirements without the constraints of a traditional schedule.

**Certified Ad Valorem Tax Debt Collection Rate 2011**

The Board approved the certification of the anticipated ad valorem collection rate for the 2011 tax roll.

### **2011 Supplemental Science Adoption**

The Board approved the titles selected by the Supplemental Science Selection Committees under the 2011 Supplemental Science Adoption.

### **Purchase of Electronic Response to Intervention System**

The Board approved the purchase of the I-Suite Student Assistance System module from GG Consulting, LLC in an amount of \$77,611.45. This will allow for the implementation of an Electronic Response to Intervention System.

### **Resolution of the Board of Trustees to Suspend Portions of Policy EIE (Local) for the 2011-2012 School Year Only**

The Board approved to adopt a resolution to suspend portions of policy EIE (LOCAL) for the 2011-2012 school-year only.

This policy restates the grade advancement testing provisions requiring students in grades 5 and 8 to meet the passing standards on applicable state mandated assessment instruments to be promoted to the next grade.

TEA's Transition Plan for HB 3 explains that performance standards for grades 3 through 8 will not be established until fall 2012, which is several months after students have taken the first round of assessments in spring 2012. Because of this timeline, the Student Success Initiative (SSI) promotion requirements will not include use of the STAAR results in the 2011-12 school year only. The law continues to require the use of other academic information in promotion decisions, such as teacher recommendations and student grades.

### **Interlocal Contract with Harris County Department of Education Adaptive Behavior Center (ABC)**

The Board approved contract for services to be rendered in an amount not to exceed \$58,000 for three Emotionally Disturbed Program Units. Additional Students will be served at the cost of \$2,700.00 per month. Services will be rendered between August 22, 2011, and May 31, 2012.

### **Renewals**

- **Interlocal Agreement with Harris County Hospital District and Goose Creek CISD for School-Based Clinic**

The Board approved the renewal of the interlocal agreement for the operation of a Harris County Hospital District School-Based Clinic at the San Jacinto Elementary location.

- **Commercial Property/Windstorm/Mechanical Breakdown Insurance Coverage**  
The Board approved the renewal of the commercial property/windstorm/ mechanical breakdown insurance coverage with the Lexington Insurance Company (Chartis) as recommended by McGriff, Seibles and Williams, consultant for Region IV. The new annual premium will be \$1,248,429.00.
- **School Leaders Errors and Omissions(Professional Liability) Insurance**  
The Board approved the renewal of professional liability insurance coverage with Illinois National Insurance Company of Chicago, Il, (Chartis) as recommended by McGriff, Siebels and Williams, consultant for Region IV and the Administration, with an annual premium of \$42,919,00. The effective date of the new policy will be September 1, 2011, through September 1, 2012.
- **Aggregate Deductible Plan for Workers’ Compensation Insurance Coverage**  
The Board approved the renewal of the Aggregate Deductible Plan for Workers’ Compensation Insurance with Texas Association of School Boards (TASB), as recommended by Region IV Risk Management Services and the Administration, for an effective date of September 1, 2011, through August 31, 2012.
- **General Liability, Auto Liability, Auto Physical Damage, Catastrophic Auto Physical Damage, and Mobile Equipment Insurance Coverage**  
The Board approved the renewal from St. Paul/Travelers Insurance Company for a general/auto liability, auto physical and catastrophic physical damage, and mobile equipment insurance coverage as recommended by McGriff, Seibels, & Williams, Region IV Risk Management Services consultant and the Administration. The annual premium for these coverages is \$231,986.00

**First Reading of FMH(LOCAL); Student Activities Commencement**

The Board approved on First Reading of revision to Board Policy FMH (LOCAL); Student Activities Commencement, policy as recommended by the Administration.

**Budget Amendment**

The Board approved Amendment No. 25 as stated in Section 23.47 of the Texas Education Code and reflect the amendment in the official minutes of the Board of Trustees.

### **Budget Amendment No. 25**

This amendment to redistribute appropriations between functions was requested by Pete Pape, Chief Financial Officer, to cover shortages in certain salary accounts due to the adopted budget being based on average salaries, moving employees from one position to another position during the school year, and for transportation part-time positions which were inaccurately budgeted (which has been corrected for 2011-12). This amendment does not take monies from fund balance. It only moves monies from one function to another.

### **8323. FUTURE BOARD AGENDA ITEMS BOARD TRAINING BOARD MEETINGS**

#### **Future Board Agenda Items**

- Recycling Update
- REL High School and Bowie Elementary Update
- CIP and DIPs –August 22
- Technology
- Lone Range Facility Plan

#### **Board Training**

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

#### **Board Meetings/Workshops**

- District Convocation – August 16, 2011
- Board Goals Development – August 16, 2011
- Redistricting and SB 100 – Board Workshop, late September

### **CLOSED MEETING**

At approximately 8:58 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 9:30 p.m., the Board reconvened into Regular Session with President Jenice Coffey presiding. No action was taken while in Closed Session.

#### **8324. CONSIDERATION OF PERSONNEL**

##### **Personnel Action:**

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

##### **Elections Approved:**

1. Lizzet Austin, teacher, assigned to Alamo Elementary School.
2. Michael Auzenne, teacher, assigned to Goose Creek Memorial High School.
3. Brandy Bernat, teacher, assigned to Lamar Elementary School.
4. Patricia Cheshire, teacher, assigned to Robert E. Lee High School.
5. **Sarah Davies**, teacher-coach, assigned to Ross S. Sterling High School.
6. **Tara Fountain**, teacher, assigned to Gentry Junior School.
7. **Beverly Johnson**, teacher, assigned to Bowie Elementary School.
8. **Keith Lay**, teacher, assigned to Ross S. Sterling High School.
9. **Emilee Morales**, teacher, assigned to Baytown Junior School.
10. **Adrian Rodriguez**, teacher, assigned to Robert E. Lee High School.
11. **Jessica Sosa**, teacher, assigned to Alamo Elementary School.
12. **Lauren Stewart**, teacher, assigned to Robert E. Lee High School.
13. **Aimee VanOmmeren**, teacher, assigned to Ross S. Sterling Lee High School.

##### **Resignations Accepted:**

1. **Brandi Lambert**, special education teacher and coach at Ross S. Sterling High School, resigned effective July 15, 2011. Ms. Lambert accepted a position Clear Creek ISD.
2. **Terri Foxworth**, math teacher at Gentry Junior School, resigned effective July 21, 2011. Ms. Foxworth accepted a position closer to her home in League City, Texas.
3. **Liliana Martinez**, bilingual teacher at Alamo Elementary School, resigned effective July 14, 2011. Ms. Martinez accepted a position with Round Rock ISD.
4. **Adam Moseley**, science teacher and coach at Ross S. Sterling High School, resigned effective July 25, 2011. Mr. Moseley joined the policy academy.

5. **Deborah Shaw-Davis**, special education teacher at Harlem Elementary School, resigned effective July 20, 2011. Ms. Shaw-Davis accepted a position with Ector County ISD as a diagnostician.

**Administrative Elections:**

Mr. Martin moved and Mr. Burg seconded the motion **THAT THE BOARD APPROVE THE ADMINISTRATIVE ELECTIONS AS LISTED.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loreda, and Mr. Martin voting for the motion.

**Suzanne Ferrell**, Head Librarian

**Farid Shawky**, Physical Therapist

**Undraya Henry**, Deaf Education Speech and Language Pathologist Assistant

**Michelle James**, Assistant Principal at Austin and Harlem Elementary Schools

**Monica Juarez**, Assistant Principal at Bowie Elementary School

**ADJOURNMENT**

President Coffey adjourned the Board Meeting at approximately 9:32 p.m.



**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 22, 2011

**SUBJECT: CONSIDERATION OF THE ORDINANCE AND RESOLUTION  
ADOPTING THE 2011-2012 BUDGET**

**RECOMMENDED ACTION:** Approve the Ordinance and Resolution Adopting the  
2011-2012 Proposed Budget.

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

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

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

## **ORDINANCE AND RESOLUTION ADOPTING BUDGET**

**AN ORDINANCE AND RESOLUTION ADOPTING AND APPROVING THE BUDGET OF THE GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT OF CHAMBERS AND HARRIS COUNTIES, TEXAS, BEGINNING SEPTEMBER 1, 2011 AND TERMINATING AUGUST 31, 2012 AND MAKING APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT.**

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

**WHEREAS**, such Board of Trustees does hereby desire to adopt and approve the budget of such District for the fiscal year 2011-2012;

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

SECTION 1. Subject to the applicable provisions of the state law and the state constitution, the budget for the fiscal year beginning **September 1, 2011**, and terminating **August 31, 2012**, as filed and submitted by the Superintendent of such District and as adjusted by the Board of Trustees of said District, containing estimates of resources and revenues for the year from all of the various sources, and the projects, operations, activities and purchases proposed to be undertaken during the year, together with the estimated costs therefore, and estimated amounts of all proposed expenditures, is hereby approved and adopted as set forth on the Exhibit "A" attached hereto and made a part hereof for all intents and purposes.

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

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

PASSED:

APPROVED:

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

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

President, Board of Trustees

ATTEST:

\_\_\_\_\_

Secretary, Board of Trustees

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 22, 2011

**SUBJECT: CONSIDERATION OF RESOLUTION ADOPTING AN ORDER APPROVING THE GOOSE CREEK CISD PROPERTY TAX ROLL FOR 2011**

**RECOMMENDED ACTION:** Adopt the Resolution adopting an order approving the Goose Creek CISD property tax roll for the tax year 2011.

**RATIONALE:** The State of Texas Truth in Taxation laws requires the governing body approve the appraisal rolls received from Chambers and Harris County Appraisal Districts before approving a tax rate to levy on the appraised values.

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

**RESOURCE PERSONNEL:** Dr. Toby York  
Mr. Pete Pape  
Ms. Charlene Piggott

## SCHOOL BOARD AGENDA ITEM SUMMARY

August 22, 2011

**SUBJECT: CONSIDERATION OF ORDINANCE AND RESOLUTION FIXING AND LEVYING SCHOOL DISTRICT AD VALOREM TAXES FOR THE FISCAL YEAR 2011-2012**

**RECOMMENDED ACTION:** Approve the ordinance and resolution fixing and levying Goose Creek CISD ad valorem Maintenance and Operations rate of \$1.04/per \$100 valuation and a Debt Service rate of \$.29213/per \$100 valuation for the budget fiscal year 2011-2012.

**RATIONALE:** The ordinance and resolution provides the instrument for the adoption of the ad valorem tax rate to apply to the fiscal year 2011-2012 appraisal rolls received from Chambers/Harris Counties for Goose Creek CISD. This rate is reflective of the published proposed rates discussed at the August 8, 2011, Board of Trustees meeting (\$1.33213/per \$100 assessed taxable value).

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

**RESOURCE PERSONNEL:** Dr. Toby York  
Mr. Pete Pape  
Ms. Charlene Piggott

**2011–2012 TAX LEVY ORDINANCE AND RESOLUTION**

**AN ORDINANCE AND RESOLUTION FIXING AND LEVYING SCHOOL DISTRICT AD VALOREM TAXES FOR THE GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT OF CHAMBERS AND HARRIS COUNTIES, TEXAS, FOR THE FISCAL YEAR 2011-2012, AND DIRECTING THE ASSESSMENT AND COLLECTION THEREOF.**

**WHEREAS**, the Board of Trustees of the Goose Creek Consolidated Independent School District finds that the tax for the fiscal year 2011-2012 hereinafter levied for current expenses of the District and the general education of students within said District and for the improvement of the District and its property must be levied to provide the revenue requirements of the budget for the ensuing year; and

**WHEREAS**, the Board of Trustees of said District further finds that the taxes for the fiscal year 2011-2012, hereinafter levied therefore, are necessary to pay interest and to provide the required sinking fund on outstanding bonds of the District issued for school purposes, and on bonds proposed to be issued for such purposes during the ensuing year.

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

**Section 1.** For the current expenses and maintenance of the Goose Creek Consolidated Independent School District and for the carrying out of its educational function and for the general improvement and maintenance of its property, there is hereby levied and ordered to be assessed and collected for the fiscal year 2011-2012 on all property situated within the limits of the said Goose Creek Consolidated Independent School District of Chambers and Harris Counties, Texas, on January 1, 2011, and not exempt from taxation by valid laws, **an ad valorem tax at the rate of One Dollar and four Cents (\$1.04) on the One Hundred (\$100.00) Dollars valuation of such property.**

**Section 2.** For the purpose of paying interest and providing a sinking fund for the payment of each issue of bonds issued for various school purposes and described in the schedule set out in this Section, including the various installments of principal falling due during the ensuing year on serial bonds issued for such purposes, and for the purpose of paying interest and making provision for the sinking fund on such bonds as may be issued for various school purposes during the ensuing year, there is hereby levied and ordered to be assessed and collected for the fiscal year 2011-2012 on all property situated within the limits of the Goose Creek Consolidated Independent School District of Chambers and Harris Counties, Texas, on January 1, 2011, and not exempt from taxation by valid laws, an ad valorem tax for each of the issues of bonds and capital expenditures described in such schedule at the respective rates shown in the right hand column of such schedule opposite the descriptions of such issues, such rates being expressed in amounts of the One Hundred (\$100.00) Dollars valuation of such property, **the sum of said respective levies twenty-nine-hundredths and two hundred thirteen thousandths Cents (\$.29213) on the One Hundred (\$100.00) Dollars valuation of such property.**

**PASSED AND APPROVED,** by the Board of Trustees of the Goose Creek Consolidated Independent School District of Chambers and Harris Counties, Texas, on this the 22nd day of August, 2011.

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Jenice Coffey, Board President  
Board of Trustees

**ATTEST:**

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Daniel Blackford, Board Secretary  
Board of Trustees

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 22, 2011

**SUBJECT: CONSIDERATION OF 2011-2012 COMPENSATION PLAN**

**RECOMMENDED ACTION:** Approve the 2011-2012 employee compensation plan. Recommendation is to roll forward 2010-2011 compensation plan for 2011-2012.

**RATIONALE:** To approve employee compensation plan for the 2011-2012 contract year.

**BUDGET PROVISIONS / ACTION REQUIRED:** 2010-11 and 2011-12 Budgets

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

**Goose Creek CISD Hiring Placement Scale  
for Teachers, Librarians, and Nurses  
2011-2012  
10-Month Salary**

Years Experience	Bachelor's Degree			Master's Degree		
	Base Salary	100% MPPP	Total	Base Salary	100% MPPP	Total
0	\$46,000	\$3,059	\$49,059	\$47,000	\$3,126	\$50,126
1	\$46,000	\$3,059	\$49,059	\$47,000	\$3,126	\$50,126
2	\$46,200	\$3,072	\$49,272	\$47,200	\$3,139	\$50,339
3	\$46,455	\$3,089	\$49,544	\$47,455	\$3,156	\$50,611
4	\$46,755	\$3,109	\$49,864	\$47,755	\$3,176	\$50,931
5	\$47,385	\$3,151	\$50,536	\$48,385	\$3,218	\$51,603
6	\$47,960	\$3,189	\$51,149	\$48,960	\$3,256	\$52,216
7	\$48,250	\$3,209	\$51,459	\$49,250	\$3,275	\$52,525
8	\$48,550	\$3,229	\$51,779	\$49,550	\$3,295	\$52,845
9	\$48,750	\$3,242	\$51,992	\$49,750	\$3,308	\$53,058
10	\$49,350	\$3,282	\$52,632	\$50,350	\$3,348	\$53,698
11	\$49,650	\$3,302	\$52,952	\$50,650	\$3,368	\$54,018
12	\$49,950	\$3,322	\$53,272	\$50,950	\$3,388	\$54,338
13	\$50,250	\$3,342	\$53,592	\$51,250	\$3,408	\$54,658
14	\$50,550	\$3,362	\$53,912	\$51,550	\$3,428	\$54,978
15	\$51,154	\$3,402	\$54,556	\$52,154	\$3,468	\$55,622
16	\$51,829	\$3,447	\$55,276	\$52,829	\$3,513	\$56,342
17	\$52,317	\$3,479	\$55,796	\$53,317	\$3,546	\$56,863
18	\$53,150	\$3,534	\$56,684	\$54,150	\$3,601	\$57,751
19	\$54,000	\$3,591	\$57,591	\$55,000	\$3,658	\$58,658
20	\$54,682	\$3,636	\$58,318	\$55,682	\$3,703	\$59,385
21	\$55,412	\$3,685	\$59,097	\$56,412	\$3,751	\$60,163
22	\$56,110	\$3,731	\$59,841	\$57,110	\$3,798	\$60,908
23	\$56,746	\$3,774	\$60,520	\$57,746	\$3,840	\$61,586
24	\$57,360	\$3,814	\$61,174	\$58,360	\$3,881	\$62,241
25	\$57,622	\$3,832	\$61,454	\$58,622	\$3,898	\$62,520
26	\$58,253	\$3,874	\$62,127	\$59,253	\$3,940	\$63,193
27	\$58,851	\$3,914	\$62,765	\$59,851	\$3,980	\$63,831
28	\$59,431	\$3,952	\$63,383	\$60,431	\$4,019	\$64,450
29	\$60,006	\$3,990	\$63,996	\$61,006	\$4,057	\$65,063
30	\$60,206	\$4,004	\$64,210	\$61,206	\$4,070	\$65,276
31 +	\$60,406	\$4,017	\$64,423	\$61,406	\$4,083	\$65,489

District contributes 6.65% of base salary to Money Purchase Pension Plan (MPPP) vested at 100% the first year of employment

<b>Money Purchase Pension Plan Vesting Schedule</b>	
<b>Years of Service</b>	<b>Vesting Percentage</b>
First year with District	100%

This Hiring Placement Scale illustrates minimum (base) salaries for all Teachers, Librarians, and Nurses. Some employees are paid more than these amounts for additional duty days, stipends, career ladder, hours above master's degree, etc.

Hiring Placement Scales are developed for one year only. Future salaries cannot be predicated from this scale.

# **SUPERINTENDENT'S REPORT**

## District and Campus Improvement Plans

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

August 22, 2011

**SUBJECT: DISCUSSION OF DISTRICT AND CAMPUS IMPROVEMENT PLANS  
[Under Separate Cover]**

**RECOMMENDED ACTION:** Discuss the District and Campus Improvement Plans as presented.

**RATIONALE:** The Board of Trustees reviews and approves the District and Campus Improvement Plans each year.

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

**RESOURCE PERSONNEL:** Dr. Toby York  
Mr. Rick Kirk  
Ms. Diana Cox  
Ms. Suzanne Heinrich  
Principals  
Curriculum and Instruction Coordinators/Directors

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

August 22, 2011

**SUBJECT: CONSIDERATION OF SECOND READING OF REVISED BOARD POLICY DEC (LOCAL)**

**RECOMMENDED ACTION:** Approve second reading of revisions to Board Policy DEC (Local)

**RATIONALE:** To provide a benefit to GCCISD employees regarding requirements for the Catastrophic Sick Leave Bank.

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

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

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DEFINITIONS

For the purposes of state sick leave accrued before May 30, 1995, and local sick leave, the term “immediate family” shall include:

FAMILY

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, sibling-in-law.
5. Grandparent and grandchild.
6. Any person who may be residing in the employee’s household at the time of illness or death.

For purposes of the Family and Medical Leave Act, the definition of “family” shall include only items 1, 2, and 6 on the above list, but shall exclude son- or daughter-in-law, and parent-in-law.

FAMILY  
EMERGENCY

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

WORKDAY

A “workday” for purposes of accumulation, use, or recording shall mean the number of hours per day equivalent to the employee’s usual work assignment, whether full-time or part-time.

STATE PERSONAL  
LEAVE — RATE OF  
ACCRUAL

Each employee shall earn state personal leave, in equivalent workdays, at the rate of one-half a workday for each 18 workdays of employment, up to the statutory maximum of five workdays annually.

TYPES OF STATE  
PERSONAL LEAVE

Under authority of Education Code 22.003 and to preserve the employee’s leave entitlement while minimizing disruption to the instructional program, the Board requires employees to differentiate between uses of personal leave:

DISCRETIONARY

1. To be taken at the individual employee’s discretion, subject to limitations set out below.

NON-  
DISCRETIONARY

2. To be used for the same reasons and in the same manner as state sick leave accumulated prior to May 30, 1995. [See DEC(LEGAL)]

USE OF  
DISCRETIONARY  
LEAVE

A notice of request for discretionary personal leave shall be submitted to the immediate supervisor three workdays in advance of the anticipated absence. In emergency situations, the supervisor may

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waive the three-day notice requirement but may require documentation to support the failure to meet that requirement.

DURATION OF  
LEAVE

Discretionary personal leave may not be taken for more than two consecutive days. Use of personal leave on any specific day is subject to approval of the supervisor.

SCHEDULE  
LIMITATIONS

Discretionary leave shall not be allowed in these circumstances:

1. The day before a school holiday, applicable to all employees.
2. The day after a school holiday, applicable to all employees.
3. Days scheduled for end-of-semester or end-of-year exams, applicable to instructional employees only.
4. Days scheduled for administration of state-mandated assessments, applicable to instructional employees only.
5. Professional or staff development days, applicable to instructional employees only.

If warranted by extenuating circumstances, i.e., unavailability of a substitute, a supervisor may deny discretionary leave requests.

Employees shall not be required to submit the reasons for which they are requesting personal leave unless the employees request to use personal leave on specific days listed under SCHEDULE LIMITATIONS, above. Exceptions to the above SCHEDULE LIMITATIONS may be granted by the Superintendent based on instructional needs.

Up to five days may be used for personal leave during each semester.

ADDITIONAL LOCAL  
LEAVE

All employees shall earn additional equivalent workdays of local sick leave based on the number of months of service each year at a rate concurrent with state leave.

Twelve-month employees shall earn six local sick leave days. Eleven-month employees shall earn five and one-half local sick leave days. Ten-month employees shall earn five local sick leave days, regardless of the number of days in a contract year.

Employees who are hired after the beginning of the school year shall earn a prorated number of sick leave days.

Local sick leave shall accumulate without limit and shall be taken with no loss of pay.

USE AND RECORDING

For purposes of personal illness, illness in the immediate family, family emergency, or death in the immediate family, available leave shall be used in the following order:

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1. Local sick leave.
2. State sick leave accumulated prior to the 1995–96 school year.
3. State personal leave.

Local sick leave shall be used under the terms and conditions applicable to state sick leave accumulated prior to the 1995–96 school year, except as otherwise provided by this policy.

Local sick leave may also be used for first-year care following the birth or adoption of an employee’s son or daughter or the placement of a child with the employee for foster care.

Employees shall be charged leave as used even if a substitute is not employed.

Leave shall be recorded in whole workdays and half workdays only, except in accordance with provisions for intermittent leave in the Family and Medical Leave Act.

AVAILABILITY

Leave shall not be approved for more workdays than have been accumulated in prior years plus those to be earned during the current year. Leave for the current year shall be available for use at the beginning of the school year. When an employee who has used more leave than he or she had accumulated ceases to be employed by the District, the cost of the unearned leave days shall be deducted from the employee’s paycheck.

OTHER ABSENCES

Any other leaves granted or days of absence shall result in a deduction of the daily rate of pay for each day of absence, unless otherwise provided. [See DMD(LOCAL)]

UNAUTHORIZED LEAVE

Employees who are absent without prior approval or who obtained approval under false pretenses are subject to disciplinary action including dismissal.

MEDICAL CERTIFICATION

An employee absent more than three consecutive workdays because of personal illness shall submit, upon return to work, a medical certification of illness and of his or her fitness to return to work. An employee absent more than three consecutive workdays because of illness in the immediate family shall present, upon return to work, medical certification of the family member’s illness.

HEALTH CARE PROVIDER

For leave other than that taken under the federal Family and Medical Leave Act, medical certification shall be made by a doctor who is registered and licensed under the Medical Practice Act of Texas, a licensed doctor of dentistry, a licensed chiropractor, or a licensed podiatrist. An employee may have his or her illness certified by a

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	Christian Science practitioner listed with the First Church of Christ, Scientist in Boston.
	For leave taken under the Family and Medical Leave Act, medical certification shall be as described in federal regulations [see DEC (LEGAL)] and on the form provided by the District.
BEREAVEMENT (FUNERAL) LEAVE	Approved leave for death in the immediate family shall not be for more than five workdays for each occurrence, subject to the approval of the supervisor/principal, and shall not be deducted from state leave or local sick days.
FAMILY AND MEDICAL LEAVE	The 12-month period within which employees shall be eligible for 12 weeks of family and medical leave shall be defined as the 12-month period beginning on the first duty day of the school year.
CONCURRENT USE OF LEAVE	The District shall require employees to use family and medical leave concurrently with paid leave and with temporary disability leave if applicable.
COMBINED LEAVE FOR SPOUSES	If both spouses are employed by the District, combined family and medical leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition may be limited to a combined total of 12 weeks as determined by the needs of the District.
INTERMITTENT LEAVE	Intermittent leave shall not be permitted for the birth of the employee's child or the adoption or placement of a child with the employee.
CERTIFICATION OF ILLNESS	Upon request for family and medical leave for the employee's serious health condition or that of a spouse, parent, or child, and at 30-day intervals thereafter, the employee shall provide medical certification of the illness or disability.
MEDICAL RELEASE	The employee's request for reinstatement shall be accompanied by medical certification of the employee's ability to perform essential job functions.
TEACHER REINSTATEMENT	A teacher desiring to return to work at or near the conclusion of a semester shall be reinstated in accordance with the END-OF-TERM LEAVE section in DEC(LEGAL).
TEMPORARY DISABILITY LEAVE	The maximum length of temporary disability leave for educators shall be 180 calendar days.
CIVIC DUTY LEAVE	An employee shall be granted leave with pay and without loss of accumulated leave for compliance with a valid subpoena in a civil, criminal, legislative, or administrative proceeding.

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COURT  
APPEARANCES

Absences for court appearances related to an employee's personal business shall be deducted from the employee's personal leave or shall be taken by the employee as leave without pay.

WORKERS'  
COMPENSATION

An employee absent because of a job-related injury or illness shall be assigned to family and medical leave, if applicable.

An employee eligible for workers' compensation wage benefits, and not on assault leave, shall indicate whether he or she chooses to:

1. Receive workers' compensation wage benefits; or
2. Use available paid leave. Workers' compensation wage benefits shall begin when:
  - a. Paid leave is exhausted;
  - b. The employee elects to discontinue use of paid leave; or
  - c. Leave payments are less than the employee's pre-injury average weekly wage.

LEAVE OF ABSENCE

Upon request in writing to the personnel department, leaves of absence without pay may be granted for good cause within the terms of the contract.

A leave of absence shall be for a specific length of time and shall be limited to no longer than one year. A written request to return to duty shall be made to the personnel department at least 60 days prior to the date in which the employee wishes to resume employment. A failure to submit such request shall automatically terminate the employee's contract. The employee shall be permitted to return to a job of equal status or rank, but not necessarily the same job or on the same campus. The employee shall return subject to assignment.

Should there be no vacancy or position of equal status for which the employee can qualify at the time reemployment is desired, the employee shall be entitled to reinstatement of employment as soon as a vacancy occurs for which the employee qualifies.

Until such vacancy occurs the employee, at his or her option, shall be entitled to fill any vacancy of lesser status.

CATASTROPHIC SICK  
LEAVE BANK

The catastrophic sick leave bank (CSLB) is a pool of local sick leave days established on a voluntary basis by full-time District staff members and those employed specifically for half-time positions to be used by any member of the CSLB who suffers a catastrophic personal illness that extends beyond his or her own accumulated state and local leave.

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DEFINITIONS

Catastrophic illness definitions are as follows:

1. A catastrophic illness is a health condition that severely affects an individual's physical, social, economic, or mental abilities and requires very extensive treatment. The criteria shall include but not be limited to:
  - a. Any permanent loss of function of limbs.
  - b. Any permanent loss of vision.
  - c. Any permanent loss of speech.
  - d. A malignancy that requires extensive surgery, ongoing radiation, and/or chemotherapy.
  - e. Hospitalization for extended periods of time (as per 1993 Federal Registry List of Diagnosis Related Groups that rates an Outlier Threshold of 29 or greater).
  - f. Severe head injury.
  - g. Severe accident.
  - h. Any severe condition that involves multiple systems.
  - i. Conditions that require extensive surgeries.
2. Catastrophic sick leave bank benefits are not available in the following circumstances: injuries resulting from or while the employee is intoxicated or under the influence of any controlled substance unless it has been administered on the advice of a physician and/or prescription of a physician and has not been voluntarily misused or abused.

ADMINISTRATION

The catastrophic sick leave bank shall be administered as follows:

1. The catastrophic sick leave bank shall be administered by a catastrophic sick leave bank committee (CSLBC) representing teachers, administrators, paraprofessionals, and classified staff members.
2. The CSLBC shall have the responsibility of approving membership, receiving requests for use of the bank, verifying validity of requests, recommending approval or denial of the requests, and communicating its decision to the member and to the payroll department.
3. The CSLBC members shall be elected from the various divisions and/or departments. Teachers serving on the CSLBC shall be elected by the Employees' Advisory Council. The

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representatives for the paraprofessionals shall be elected from the membership of the Baytown Education Support Association. The remaining members shall be elected by their department from among bank members.

- 4. The catastrophic sick leave bank committee shall be comprised of bank member representatives from the following groups:

Administrative staff	1
Payroll department	1
Food service staff	1
Maintenance/operations staff	1
Transportation staff	1
Paraprofessional staff	1
Nurses	1
Elementary teachers	2
Secondary teachers	2
	11

- 5. Members shall serve two-year staggered terms, with five members being elected on alternate years. The CSLBC shall elect the initial chairperson from its membership. Subsequent chairpersons shall be elected from the second-year members. The term of each chairperson shall be one year.
- 6. In order for the CSLBC to make a decision on a request for sick leave days, a quorum of six members shall be present.
- 7. A simple majority vote shall be required for a request to be approved by the CSLBC. Four members of the quorum of six will need to vote "yes" to grant days.
- 8. A designated personnel services administrator shall be a non-voting member of the CSLBC, whose role will be to provide continuity to the program.

CONTRIBUTING TO  
THE BANK

Contributions to the catastrophic sick leave bank shall be made according to the following provisions:

- 1. All full-time and half-time employees of the District who have sick leave benefits are eligible for initial membership in the CSLB, which begins September 1 of each school year.
- 2. To be a member of the CSLB for one school year, an employee shall contribute a minimum of two days of local sick leave on initial enrollment. Membership in the CSLB is car-

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ried forward from one year to the next. In subsequent years, members shall be required to make a one-day contribution at the beginning of each October in order to continue their membership in the CSLB. New employees may join the CSLB within 30 days of employment.

- 3. Sick leave days contributed to the CSLB not used in a school year shall be carried over from one school year to the next.
- 4. No CSLB member shall be required, for purposes of maintaining status in the CSLB, to contribute more sick leave days than other members. However, the CSLBC shall have the authority to request additional days from current members if needed. If a current member does not donate to the emergency request, his or her ability to use the CSLB shall not be affected.
- 5. An eligible employee, returning from official leave of absence after the open enrollment period, shall make the two-day contribution by the second Monday after returning to work provided the employee meets the other eligibility criteria. A CSLB member returning from official leave of absence after the open enrollment period shall make the one-day contribution by the second Monday after returning to work provided other required eligibility is met.
- 6. Eligible employees who do not elect to join the CSLB at the first opportunity afforded to them in a school year will ~~not~~ be permitted to join the CSLB ~~until the~~ before the subsequent annual open enrollment period of September 1.

EXCEPTION

- 7. A CSLB member who is separating from employment may donate accrued local sick leave at the time of separation. Terminating CSLB members may contribute additional days to days they have already contributed in the current fiscal year.

USING THE CSLB

Use of the catastrophic sick leave bank is according to the following provisions:

- 1. The use of the CSLB shall be limited to the number of days in the bank or the number of days added to the bank following an emergency request to the committee.
- 2. CSLB members must use all of their available state leave and local sick leave and vacation before receiving leave from the CSLB.
- 3. The number of days granted in any one school year will not exceed the remaining number of duty days a CSLB member is scheduled to work in that school year according to the District calendar for his or her position.

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4. In no case will granting of leave from the CSLB cause a CSLB member to receive more than his or her annual salary.
5. Leave grants from the CSLB shall be in units of not more than 30 consecutive working days. At the end of 30 days, the CSLB member may apply for an extension by submitting an updated statement from the physician on the appropriate form. Maximum number of sick leave days is 60 per plan year. Those employed prior to the 1993–94 school year with extenuating circumstances or extended hardship may be granted additional days beyond the 60-day limit upon approval of the committee.
6. If a CSLB member does not use all of the days granted from the CSLB, upon return to work the unused days will be returned to the bank.
7. A CSLB member may be granted up to 15 days for catastrophic illness or injury involving a spouse or children. Bank members may request additional days for catastrophic illness or injury involving a spouse or children. Consideration and granting of additional days shall be contingent on the number of days available to the bank from employees leaving the District. Additional days granted may not exceed 45 days.
8. Normal pregnancy is not considered to be a catastrophic illness covered under the CSLB. However, an exception was made for those who were working in the District during the 1992–93 school year and who submitted a physician's certification that pregnancy occurred before September 15, 1993.
9. Anyone, except those employed in the 1992–93 school year, who joins the CSLB with a pre-existing diagnosed condition or illness for which they have received treatment within the last 90 days, shall not be allowed to utilize the CSLB for illness resulting from or related to that specific condition until the member has remained treatment free for 90 days or has been a member for one full year (365 days) in the CSLB. For the purpose of this section, "treatment" shall mean any period of hospitalization, doctor's treatment, clinic treatment, surgery, diagnosed procedure, or prescription.
10. The CSLBC shall review and forward to the payroll department its decision on all requests to draw on the bank within ten working days after a request is received by the chairperson of the CSLBC.
11. All forms of application for participation in the CSLB, notice of cancellation, and withdrawal of sick leave days shall be available in the principal's/department head's office and the per-

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sonnel department. Forms and designated confidential envelopes shall be sent from the personnel department upon request.

12. An employee (or his or her representative) who has been denied a request for sick leave from the CSLB and believes there are extenuating circumstances and new information not considered in the decision may request a meeting with the CSLB committee to review the decision.
13. No decision may be in conflict with any applicable law or Board policy.

APPLICATION FOR  
CSLB DAYS

Filing an application for catastrophic sick leave bank days shall be according to the following provisions:

1. Applications for use of the CSLB shall be made on the required form and submitted to the CSLBC through the personnel department **before September 1 of each school year.**
2. All requests to draw upon the CSLB must be accompanied by the physician's statement on the form provided by the CSLBC confirming the cause of illness or confinement and certifying the existence of a disability that prevents the employee from performing assigned duties. The form must be personally signed by the physician, must be legible, and in lay language. The CSLBC will not honor any physician's statement unless it is on the official attending physician's statement provided by the CSLBC.
3. An applicant may be required to undergo medical review by a second opinion physician of the committee's choice at the expense of the employee. The physician's statement shall be sent directly to the chairperson of the CSLBC before the committee may act upon the application for a grant from the bank.
4. Each separate application for a grant from the CSLB must include a new physician's statement on the appropriate form.
5. In case a CSLB member's illness prevents him or her from personally applying for a grant, an application may be submitted to the CSLBC by an authorized agent or member of his or her family on his or her behalf.
6. An applicant may submit a request for an extension of a CSLB leave grant before the original grant expires by using the regular catastrophic sick leave bank request form accompanied by the newly signed physician's statement.
7. Copies of all sick leave bank membership, membership cancellation, and sick leave request forms shall be marked for

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approval or denial by the approval committee. Following such action, the committee shall disperse copies of the forms to the applicant, the payroll department, and the chairperson of the approval committee. Denial due to insufficient information shall be specific as to information needed in order to make a decision.

TERMINATING  
MEMBERSHIP IN CSLB

A member of the CSLB shall lose the right to use the benefits of the CSLB by:

1. Termination of employment with the District.
2. Being suspended without pay.
3. Cancellation of membership. Cancellation on the proper form may be affected at any time. The CSLB member shall not be eligible to use the CSLB as of the effective cancellation date. Sick leave properly authorized for contribution to the CSLB shall not be returned if the CSLB member cancels membership.
4. Written authorization by the member to discontinue annual contribution of sick leave day(s), as of the date the contribution becomes due.
5. Any abuse or misuse of the rules of the CSLB.
6. Change in status from full-time to part-time (less than half-time) staff member.

RECORDKEEPING

Maintaining catastrophic sick leave bank records shall be according to the following provisions:

1. Copies of all CSLB donations, sick leave grant requests, or catastrophic sick leave bank membership/cancellation forms shall be marked for approval or denial by the CSLBC. Following such action, the committee shall disperse copies of the forms to the CSLB member and to the payroll department.
2. The payroll department shall retain all records regarding operation of the CSLB.
3. The payroll department shall report the status of the CSLB at any time upon request of the CSLBC chairperson.
4. The payroll department shall provide information to the CSLBC upon its request for any data maintained in the payroll files with regard to an applicant's use of or investment in the CSLB.

## SCHOOL BOARD AGENDA ITEM SUMMARY

August 22, 2011

**SUBJECT: CONSIDERATION OF SECOND READING OF FMH (LOCAL);  
STUDENT ACTIVITIES COMMENCEMENT**

**RECOMMENDED ACTION:** Approve on Second Reading of revision to Board Policy FMH (LOCAL) policy as recommended by the Administration.

**RATIONALE:** The Board of Trustees reviews all revisions, additions, and deletions to legal and local Board policies.

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

**RESOURCE PERSONNEL:** Dr. Toby York  
Dr. Byron Terrier  
Mr. Rick Kirk  
Ms. Diana Cox  
Ms. Suzanne Heinrich

### PROPOSED REVISIONS

COMMENCEMENT  
EXERCISES

The District's commencement exercises shall be occasions of dignity in recognition of achievement and honors. The District shall expect all students participating in these exercises to conduct themselves in a manner that is a tribute to their parents, the school, and the community.

If a student fails to conduct himself or herself in such a manner during the hours allotted for these programs, he or she may be removed from the ~~baccalaureate and/or~~ commencement exercises, and his or her diploma shall be withheld until proper disciplinary action can be taken.

To be eligible to participate in commencement activities and ceremonies, a student shall meet all state and local graduation requirements, including all applicable state testing. [See EI, EIF]

## SCHOOL BOARD AGENDA ITEM SUMMARY

August 22, 2011

**SUBJECT: CONSIDERATION OF SECOND READING OF TASB LOCALIZED POLICY MANUAL UPDATE 90 [Previously Distributed]**

**RECOMMENDED ACTION:** Approve on Second Reading to add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the Instruction Sheet for *TASB Localized Policy Manual Update 90* with the exception of FMH (Local): Student Activities Commencement.

**RATIONALE:** The Board of Trustees reviews all revisions, additions, and deletions to legal and local Board policies.

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

**RESOURCE PERSONNEL:** Dr. Toby York  
Dr. Byron Terrier  
Mr. Rick Kirk  
Ms. Diana Cox  
Ms. Suzanne Heinrich  
Mr. Pete Pape  
Mr. Pete Cote  
Ms. Kathy Clausen  
Mr. Richard Peebles

# Instruction Sheet

## TASB Localized Policy Manual Update 90

District      Goose Creek CISD

<b>Code</b>	<b>Action To Be Taken</b>	<b>Note</b>
B (LEGAL)	Replace table of contents	Revised table of contents
BBD (LEGAL)	Replace policy	Revised policy
BBD (LOCAL)	Replace policy	Revised policy
BBE (LEGAL)	Replace policy	Revised policy
BBI (LOCAL)	ADD policy	See explanatory note
BED (LEGAL)	Replace policy	Revised policy
BR (LEGAL)	Replace policy	Revised policy
BRB (LEGAL)	DELETE policy	See explanatory note
C (LEGAL)	Replace table of contents	Revised table of contents
CDB (LEGAL)	Replace policy	Revised policy
CFA (LEGAL)	Replace policy	Revised policy
CFC (LEGAL)	Replace policy	Revised policy
CMD (LEGAL)	Replace policy	Revised policy
CNC (LEGAL)	Replace policy	Revised policy
CQ (LEGAL)	Replace policy	Revised policy
CQ (LOCAL)	Replace policy	Revised policy
CQA (LEGAL)	ADD policy	See explanatory note
CRB (LEGAL)	Replace policy	Revised policy
CS (LEGAL)	Replace policy	Revised policy
CY (LEGAL)	ADD policy	See explanatory note
CY (LOCAL)	ADD policy	See explanatory note
D (LEGAL)	Replace table of contents	Revised table of contents
DF (LEGAL)	Replace policy	Revised policy
DFE (LEGAL)	Replace policy	Revised policy
DH (LEGAL)	Replace policy	Revised policy
DH (EXHIBIT)	Replace exhibit	Revised exhibit
DMD (LEGAL)	DELETE policy	See explanatory note
E (LEGAL)	Replace table of contents	Revised table of contents
EF (LEGAL)	Replace policy	Revised policy
EFAA (LEGAL)	Replace policy	Revised policy
EFE (LEGAL)	DELETE policy	See explanatory note
EFE (LOCAL)	DELETE policy	See explanatory note

## Instruction Sheet

### TASB Localized Policy Manual Update 90

EHAC (LEGAL)	Replace policy	Revised policy
EHAD (LEGAL)	Replace policy	Revised policy
EHBAB (LEGAL)	Replace policy	Revised policy
EHBAD (LEGAL)	Replace policy	Revised policy
EHBC (LEGAL)	Replace policy	Revised policy
EHBE (LEGAL)	Replace policy	Revised policy
EI (LEGAL)	Replace policy	Revised policy
EI (LOCAL)	Replace policy	Revised policy
EIA (LEGAL)	Replace policy	Revised policy
EIA (LOCAL)	No policy enclosed	See explanatory note
EIC (LOCAL)	No policy enclosed	See explanatory note
EIE (LOCAL)	No policy enclosed	See explanatory note
EIF (LEGAL)	Replace policy	Revised policy
EKB (LEGAL)	Replace policy	Revised policy
F (LEGAL)	Replace table of contents	Revised table of contents
FB (LEGAL)	Replace policy	Revised policy
FBA (LEGAL)	ADD policy	See explanatory note
FFAA (LEGAL)	Replace policy	Revised policy
FL (LEGAL)	Replace policy	Revised policy
FMH (LOCAL)	Replace policy	Revised policy
FNC (LOCAL)	Replace policy	Revised policy
FNCE (LEGAL)	Replace policy	Revised policy
FNCE (LOCAL)	Replace policy	Revised policy
FNF (LEGAL)	Replace policy	Revised policy
GBAA (LEGAL)	Replace policy	Revised policy
GKB (LEGAL)	Replace policy	Revised policy
GRA (LEGAL)	Replace policy	Revised policy

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

August 22, 2011

**SUBJECT: CONSIDERATION OF 2011-2012 CERTIFIED APPRAISERS FOR THE TEACHER APPRAISAL SYSTEM AND 2011-2012 TEACHER APPRAISAL CALENDAR**

**RECOMMENDED ACTION:** Approve the 2011-2012 Certified Appraisers for the Teacher Appraisal System and the 2011-2012 Teacher Appraisal Calendar.

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

**BUDGET PROVISIONS/ACTION REQUIRED:** 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

FOR ELEMENTARY AND JUNIOR SCHOOL PROFESSIONALS

August 22, 2011

TO: DR. TOBY YORK
FROM: Susan Moore-Fontenot [signature]
SUBJECT: BOARD APPROVAL OF 2011-2012 CERTIFIED TEACHER APPRAISERS AND 2011-2012 TEACHER APPRAISAL CALENDAR

CERTIFIED APPRAISERS

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

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

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

To allow building principals the flexibility to assign assistant principals and other district administrators as appraisers, we are recommending that all principals, assistant principals, and instructional support personnel be approved as certified appraisers for the 2011-2012 school year.

APPRAISAL CALENDAR

The appraisal calendar must be approved annually by the Board of Trustees.

The Board will need to approve the roster of Certified Teacher Appraisers and the Appraisal Calendar for the 2011-2012 school year.

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

/gsd

Attachments

- 1) 2011-2012 Certified Appraisers
2) 2011-2012 Teacher Appraisal Calendar

P. O. Box 30 • Baytown, Texas 77522 • (281) 420-4860 FAX (281) 420-4854
www.gccisd.net

## 2011-2012 CERTIFIED TEACHER APPRAISERS

### Active Appraisers

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

### Alternate Appraisers

Judy Duncan (7/29-30/02)  
Stephen Herring (7/29-30/02)  
Suzanne Keith (7/29-30/02)  
Robin Stoerner (7/29-30/02)

S:CAB/PDAS/2011-2012 PDAS APPRAISERS.Doc

2011 - 2012 Goose Creek CISD Teacher Appraisal Calendar

ACTIVITY	TASK	TIME FRAME												
Teacher Orientation/Annual Review	Must be provided for teachers no later than the final day of the first three weeks of school and at least three weeks before the first observation.	By September 2, 2011												
Teacher Input: Teacher Self-Report (TRS) Form	Complete appropriate sections of the Teacher Self-Report Form according to time-frame.	<ul style="list-style-type: none"> <li>• TSR Section I no later than the last day of the first six weeks of school – September 30, 2011.</li> <li>• TSR Sections II &amp; III no later than two weeks prior to summative annual conference.</li> </ul>												
	Complete appropriate sections of Goose Creek Instructional Goal Plan Form (GCPDAS) according to time frame.													
Observation Summary Form (OSF) Cumulative Data Walk-Through	Participate in <i>appraisals</i> based on District appraisal calendar. A one-day window is used for <i>appraisals</i> .	According to district calendar and no later than 15 working days before the last day of instruction for students.												
	All walk-through <i>appraisals</i> are unannounced.	No appraisals (PDAS) or walk-throughs												
	<u>According to District calendar, no appraisal or walk-through the day before, on, or day after TAKS testing or holiday. Exception: Appraisal or walk-through may be held before or after TAKS if campus does not administer TAKS or recognize Early Release Day.</u>	<table border="0"> <tr> <td>August 22-31</td> <td>February 16,21</td> </tr> <tr> <td>September 1-9</td> <td>March 9, 19</td> </tr> <tr> <td>October 7, 11</td> <td>April 5, 10</td> </tr> <tr> <td>November 18,28</td> <td>May 14 -31</td> </tr> <tr> <td>December 16</td> <td>June 1, 5</td> </tr> <tr> <td>January 4,13,17</td> <td></td> </tr> </table>	August 22-31	February 16,21	September 1-9	March 9, 19	October 7, 11	April 5, 10	November 18,28	May 14 -31	December 16	June 1, 5	January 4,13,17	
	August 22-31	February 16,21												
	September 1-9	March 9, 19												
	October 7, 11	April 5, 10												
November 18,28	May 14 -31													
December 16	June 1, 5													
January 4,13,17														
Certified appraiser schedules appraisal by one-day window (PDAS). Certified appraiser conducts unannounced walk-through appraisal (PDAS).	Between September 13 and May 11													
Complete OSF	Within 10 school days following observation or walk-through.													
Second appraiser (Optional at teacher request) Complete OSF and SAAR	Between September 13 and May 11 Within 5 school days before the summative conference.													
Formative Conference	Certified appraiser with each teacher and second appraiser (optional)	Within 10 school days following observation and by May 11.*												
Mid-Year Appraisal History Report		By December 15												
Mid-Year Conference	Recommended, not required. Discuss: <ul style="list-style-type: none"> <li>• Professional Development Activities</li> <li>• Walk-Through(s)</li> <li>• Cumulative Data</li> </ul>	By February 4												
Teacher in Need of Assistance	Teacher scores below expectations on two domains, or unsatisfactory on one domain <u>or</u> if principal requires.	When required or needed.												
Summative Annual Conference (SAC)	<p>Items to review:</p> <ul style="list-style-type: none"> <li>• Teacher Self-Report Form</li> <li>• Summative Annual Appraisal Report (SAAR)</li> <li>• Cumulative Data</li> <li>• Professional Development Portfolio</li> </ul> <p>Participate in additional conference with the teacher supervisor if any new documentation collected after the initial summative conference affects the teacher's evaluation on any domain. Review the revised written annual summative report.</p>	<p><b>**No later than May 11, 2012 unless waived in writing by the teacher.</b></p> <p>After an initial summative annual appraisal report but before the end of the contract term during any one school year.</p>												

\*Any probationary teacher who will not be recommended for contract renewal, continuing contract teacher who will not be recommended for contract extension, or continuing contract teacher who will be recommended to return to probationary contract must have a summative conference by February 17. Any documentation collected after the conference, but before the end of the instructional year for students, may be used to reopen the evaluation record if the data will affect the teacher's domain and overall summary performance score. Another summative conference shall be held to inform the teacher of the change by May 11.

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

N:/Administrative Appraisal/HB 1440/Appraisal Calendar 2011-2012

## SCHOOL BOARD AGENDA ITEM SUMMARY

August 22, 2011

**SUBJECT: CONSIDERATION OF MEMORANDUM OF AGREEMENT BETWEEN GOOSE CREEK CISD AND BAY AREA COUNCIL ON DRUGS AND ALCOHOL (BACODA)**

**RECOMMENDED ACTION:** Approve the Memorandum of Agreement between Goose Creek CISD and Bay Area Council on Drugs and Alcohol for counseling services provided in drug and alcohol awareness, prevention, and intervention.

**RATIONALE:** This agreement allows BACODA to provide the following prevention services at Carver Elementary, Peter E. Hyland Center and School/Community Guidance Center:

- Prevention Education/Skills Training (“Positive Action”) to students in Grades 1<sup>st</sup> – 5<sup>th</sup>.
- Provide in-service training for staff (Educational Presentations concerning alcohol, tobacco, and other drugs).
- Drug and alcohol intervention counseling services also will be provided for secondary students.

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

**RESOURCE PERSONNEL:** Dr. Toby York  
Ms. Suzanne Heinrich  
Ms. Janci Alexander  
Mr. Richard Peebles

# **Memorandum of Agreement**

between

## **BACODA**

*(Bay Area Council on Drugs and Alcohol)*

and

## **Goose Creek Consolidated Independent School District**

The goal of this memorandum is to facilitate the most comprehensive services available to youth, adults, and their families. Our mutual collaborative efforts will serve to provide optimal outcomes for all of our service recipients in Youthworks' Universal (YPU) and (YPI) Programs. All services are dependent upon current funding for the Bay Area Council on Drugs & Alcohol, Inc. If funding increases or decreases, program services or intensity may be affected.

BACODA (Bay Area Council on Drugs and Alcohol) Youthworks agrees to provide the following services:

### **Youth Prevention Indicated (YPI) - Prevention Specialist**

BACODA staff will provide case management and prevention/intervention services at Peter E Hyland Center and The School Community Guidance Center. The BACODA staff member's caseload entails the following components:

- Prevention Education and Skills Training ("Positive Action")
- Participate in staffing of students
- Indicated Prevention Screening
- Indicated Prevention Assessment
- Indicated Prevention Counseling
- Crisis Intervention
- Problem Identification and Referral
- Participate in exit interview

BACODA staff will also provide in-service training for staff (Educational presentations concerning alcohol, tobacco, and other drugs).

### **Youth Prevention Universal- (YPU)-Prevention Specialist**

BACODA staff will provide the following prevention services at Carver Elementary school provided on list:

- Prevention Education/Skills Training ("Positive Action") to students in grades 1<sup>st</sup> - 5<sup>th</sup>
- Provide in-service training for staff (Educational presentations concerning alcohol, tobacco, and other drugs)

Goose Creek Independent School District agrees to provide:

- ◆ Safe, confidential setting for BACODA staff to conduct YPU and YPI services
- ◆ Office space to house BACODA staff(including a computer with internet capability that includes access to BACODA's website, printer, phone, fax machine and copy machine.)
- ◆ Access to non-identifying demographic and statistical information and conduct follow ups for the purpose of program evaluation and reporting.
- ◆ Two-way communication between BACODA staff and agency liaison (such as school counselor, teacher, or principal) to insure BACODA services are implemented in a timely, professional, and mutually beneficial manner.

# Memorandum of Agreement

between

## BACODA

(Bay Area Council on Drugs and Alcohol)

and

## Goose Creek Consolidated Independent School District

All BACODA employees assigned to designated school campus site will receive direct supervision from the BACODA Youthworks Assistant Director. In the event that BACODA staff is not able to report their assigned campus, the following personnel will be notified:

1) Principal and/or Lead counselor at Peter E. Hyland Center and SchoolCommunity Guidance Center AEP; and 2) Principal at Craver Elementary.

To ensure safety, rights and quality of services for the participant, both parties shall agree to the following requirements for a cooperative service delivery system.

1. Each will operate under applicable Federal, State, and local laws and ordinances; is duly licensed or certified, as appropriate.
2. Each will conduct all services under this Agreement in compliance with Policies of their individual Polices and Procedures; Title VI of the Civil Rights Act of 1964, as amended, ensuring that no person on the basis of race, color, national origin, religion, sex, age, disability, or political affiliation, will be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the policies of Age Discrimination Act; the American with Disabilities Act (ADA) of 1990; the INS regulations that require all providers of service to be authorized to work in the United States; and all other federal rules and regulations, state laws and executive orders as applicable.
3. Each agrees: (1) that the confidentiality of records, health information in accordance with HIPAA and the identity of persons served by the organizations will be maintained in accordance with federal and state laws and regulations; and (2) that the human and legal rights of persons by the organization will not be abridged.
4. In accordance with the rules outlined by our funding agent, Department of State Health Services (DSHS), BACODA is required to adhere to the following guidelines:

### **§448.210. Confidentiality.**

The provider shall protect the privacy of individuals served and shall not disclose confidential information without express written consent, except as permitted by law. The provider shall remain knowledgeable of, and obey, all State and Federal laws and regulations relating to confidentiality of records relating to the provision of services. The provider shall not discuss or divulge information obtained in clinical or consulting relationships except in appropriate settings and for professional purposes that demonstrably relate to the case. Confidential information acquired during delivery of services shall be safeguarded from illegal or inappropriate use, access and disclosure or from loss, destruction or tampering. These safeguards shall protect against verbal disclosure, prevent unsecured maintenance of records, or recording of an activity or presentation without appropriate releases.

### **§448.214. Duty to Report.**

When a provider or its personnel have knowledge of unethical conduct or practice on the part of a person or provider, they have a responsibility to report the conduct or practices to appropriate funding or regulatory bodies or to the public. Any provider or provider personnel who receive an allegation or have reason to suspect that an individual has been, is, or will be subject to abuse, neglect or exploitation by any provider shall immediately inform TCADA's investigations

# Memorandum of Agreement

between

## BACODA

(Bay Area Council on Drugs and Alcohol)

and

## Goose Creek Consolidated Independent School District

division. The provider shall also take immediate action to prevent or stop the abuse, neglect, or exploitation and provide appropriate care and treatment. The provider shall report allegations of child abuse or neglect to the Texas Department of Protective and Regulatory Services as required by the TEX. FAM. CODE ANN. §261.101 (Vernon 2002 & Supp. 2004). The provider shall report allegations of abuse, neglect or exploitation of elderly or disabled individuals to the Texas Department of Protective and Regulatory Services as required by the TEX. HUM. RES. CODE ANN. §48.051 (Vernon 2001 & Supp. 2004). If the allegation involves sexual exploitation, the service provider shall comply with reporting requirements listed in the TEX. CIV. PRAC. & REM. CODE ANN. §81.006 (Vernon 1997 & Supp. 2004).

5. BACODA supports the ethical standards of the addiction counseling field. All staff will follow the most recent ethical standards of the Department of State Health Services (DSHS) whether or not they are licensed by DSHS. All staff will follow the ethical standards of their individual licensing or certification boards.

Through the combined efforts of the organizations signing this agreement, it is envisioned that quality care services will be provided for our participants and their families.

This agreement is in effect from **September 1st, 2011** through **August 31<sup>st</sup>, 2012** and is in effect unless revised or terminated by either one or both parties.

Karen Van Horne, MA, LPC, CPS

Printed Name

Chief Executive Officer

Title

Karen Van Horne

Signature

08/10/2011

Date

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**BACODA-** (Bay Area Council on Drugs & Alcohol, Inc.)  
281.212.2900 Office  
1300A Bay Area Blvd. Suite 102  
Houston, TX 77058-2505

**Goose Creek Consolidated Independent  
School District**  
4544 Interstate 10 East  
P O Box 30  
Baytown, TX 77522

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 22, 2011

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

**RECOMMENDED ACTION:** Approve the Inter-local Agreement with Region IV from September 1, 2011 to August 31, 2012 to provide criminal history checks for prospective employees and volunteers.

**RATIONALE:** This interlocal agreement will provide unlimited criminal history searches in 200 databases for volunteers and 438 nationwide checks for prospect employees. The new agreement will be \$17,520. The savings for the 2011-12 school year will be \$6,917.50.

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

**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

August 22, 2011

**TO: DR. TOBY YORK**  
**FROM: Susan Moore-Fontenot** *mmf*  
**SUBJECT: INTER-LOCAL AGREEMENT**  
**(2011-2012 Safe Schools Project Full Service Package Renewal)**

Attached please find the District's *2011-2012 Safe Schools Project Full Service Renewal Package* with Region 4 Education Service Center for your signature of approval.

Listed below is a review of the plan usage for the previous fiscal years and the recommendation for the 2011-2012 school year.

SCHOOL YEAR	NO. NAT'L CHECKS ALLOCATED IN CONTRACT	ACTUAL NO. NAT'L CHECKS COMPLETED	GCCISD FTE COUNT	COMPLETED INSTANT SEARCHES	REGION IV INTERLOCAL PLAN PURCHASED	ANNUAL COST
2006-2007	1,141	883 (as of 8/10/07)	2,281	7,293	#4	\$29,653
2007-2008	1,008	908 (as of 6/4/08)	2,521	10,349	#3	\$27,731
2008-2009	1,057	804 (as of 8/13/09)	2,642	7,635	#3	\$29,062
2009-2010	1,109	582 (as of 8/3/10)	2,875	7,504 (as of 9/1/09 to 8/3/10)	#3	\$30,503
2010-2011	719	407 (as of 8/4/11)	2,920	7,684 (as of 8/4/11)	#1	\$24,437.50
2011-2012	438	TBD	TBD	TBD	#2	\$17,520.00

I am recommending we renew the Region IV Interlocal Agreement with Package #2 for the 2011-2012 school year. A copy of the agreement is attached.

Feel free to contact me if you have questions.

Enclosures: 2011-2012 Inter-local Agreement with Region 4

xc: Dr. Byron Terrier

N: Safe Schools/Safe Schools Agreement 2011

**INTER-LOCAL AGREEMENT**  
**Safe Schools Project Full Service Package**  
**Region 4 Education Service Center**  
**September 1, 2011 – August 31, 2012**  
**Contracting Parties**

Goose Creek Independent School District  
 Name of District

101      911  
 County - District Number

**Region 4 Education Service Center**

101      950  
 County - District Number

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

**Statement of Services to be Performed**

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

**Role of the Safe Schools Project includes the following:**

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

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

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

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

By entering this agreement, neither party waives or limits any immunity or other legal defense, except as may otherwise be provided expressly by law.

#### **Role of the Member School District**

1. Commit to participate in the program by an authorized signature in the appropriate space below.
2. Designate a district contact administrator.
3. Select applicable package: \*
  - Package 1 consisting of items 1 - 6 above including county by county criminal record checks on number of persons up to 10% of most recent TEA FTE District Snapshot Count, (i.e., checks on up to 292 persons) for an annual fee equal to \$5.00 X FTE Count (i.e., \$5.00 X 2920 FTE's = \$14,600.00) to be paid at beginning of term.
  - Package 2 consisting of items 1 - 6 above including county by county criminal record checks on number of persons up to 15% of most recent TEA FTE District Snapshot Count, (i.e., checks on up to 438 persons) for an annual fee equal to \$6.00 X FTE count (i.e., \$6.00 X 2920 FTE's = \$17,520.00) to be paid at beginning of term.

- Package 3 consisting of items 1 - 6 above including county by county criminal record checks on number of persons up to 20% of most recent TEA FTE District Snapshot Count, (i.e., checks on up to 584 persons) for an annual fee equal to \$7.00 X FTE count (i.e., \$7.00 X 2920 FTE's = \$20,440.00) to be paid at beginning of term.
- Package 4 consisting of items 1 - 6 above including county by county criminal record checks on number of persons up to 25% of most recent TEA FTE District Snapshot Count, (i.e., checks on up to 730 persons) for an annual fee equal to \$8.00 X FTE count (i.e., \$8.00 X 2920 FTE's = \$23,360.00) to be paid at beginning of term.
- Package 5 consisting of items 1 - 6 above including county by county criminal record checks on number of persons up to 30% of most recent TEA FTE District Snapshot Count, (i.e., checks on up to 876 persons) for an annual fee equal to \$9.00 X FTE count (i.e., \$9.00 X 2920 FTE's = \$26,280.00) to be paid at beginning of term.
- Package 6 consisting of items 1 - 6 above including county by county criminal record checks on number of persons up to 40% of most recent TEA FTE District Snapshot Count, (i.e., checks on up to 1168 persons) for an annual fee equal to \$11.00 X FTE count (i.e., \$11.00 X 2920 FTE's = \$32,120.00) to be paid at beginning of term.
- Package 7 consisting of items 1 - 6 above including county by county criminal record checks on number of persons up to 50% of most recent TEA FTE District Snapshot Count, (i.e., checks on up to 1460 persons) for an annual fee equal to \$13.00 X FTE count (i.e., \$13.00 X 2920 FTE's = \$37,960.00) to be paid at beginning of term.
- Package 8 consisting of items 1 - 6 above including county by county criminal record checks on number of persons up to 60% of most recent TEA FTE District Snapshot Count, (i.e., checks on up to 1752 persons) for an annual fee equal to \$15.00 X FTE count (i.e., \$15.00 X 2920 FTE's = \$43,800.00) to be paid at beginning of term.
- Package 9 consisting of items 1 - 6 above including county by county criminal record checks on number of persons up to 70% of most recent TEA FTE District Snapshot Count, (i.e., checks on up to 2044 persons) for an annual fee equal to \$17.00 X FTE count (i.e., \$17.00 X 2920 FTE's = \$49,640.00) to be paid at beginning of term.
- Package 10 consisting of items 1 - 6 above including county by county criminal record checks on number of persons up to 80% of most recent TEA FTE District Snapshot Count, (i.e., checks on up to 2336 persons) for an annual fee equal to \$19.00 X FTE count (i.e., \$19.00 X 2920 FTE's = \$55,480.00) to be paid at beginning of term.
- Package 11 consisting of items 1 - 6 above including county by county criminal record checks on number of persons up to 90% of most recent TEA FTE District Snapshot Count, (i.e., checks on up to 2628 persons) for an annual fee equal to \$21.00 X FTE count (i.e., \$21.00 X 2920 FTE's = \$61,320.00) to be paid at beginning of term.
- Package 12 consisting of items 1 - 6 above including county by county criminal record checks on number of persons up to 100% of most recent TEA FTE District Snapshot Count, (i.e., checks on up to 2920 persons) for an annual fee equal to \$23.00 X FTE count (i.e., \$23.00 X 29 FTE's = \$67,160.00) to be paid at beginning of term.

\*Additional county by county criminal record checks, if any, will be billed monthly at a rate of \$20.00 per unique name (i.e. maiden name, other married name). All court costs in performing county by county criminal record checks will be absorbed by the Safe Schools Project.

**Authorization:**

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

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

**Goose Creek Independent School District**  
School District

**Region 4 ESC**  
Service Center

\_\_\_\_\_  
Designated School Administrator

\_\_\_\_\_  
Bob Baker, Deputy Executive Director  
Division of Internal Support

\_\_\_\_\_  
8/22/2011  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Susan Moore-Fontenot  
Contact Person

\_\_\_\_\_  
7145 W. Tidwell  
Street Address

\_\_\_\_\_  
4544 I-10 East Freeway  
Street Address

\_\_\_\_\_  
Houston, Texas                      77092  
City, State                              Zip

\_\_\_\_\_  
BAYTOWN, TEXAS  
City, State                              Zip

\_\_\_\_\_  
713.744.6542  
Contact's Telephone Number

\_\_\_\_\_  
281-420-4860  
Contact's Telephone Number

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

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 22, 2011

**SUBJECT: CONSIDERATION OF INTERLOCAL AGREEMENT WITH HARRIS COUNTY DEPARTMENT OF EDUCATION FOR FUNDING FOR THE 21<sup>ST</sup> CENTURY COMMUNITY LEARNING CENTERS (CCLC) CYCLE 5, YEAR 4, GRANT**

**RECOMMENDED ACTION:** Approve the Interlocal Agreement between Harris County Department of Education and Goose Creek CISD for the operation of the 21<sup>st</sup> Century Community Learning Centers (21<sup>st</sup> CCLC) Cycle 5 grant year 4. [Cycle 5 site Robert E. Lee High School]

**RATIONALE:** Approval for 21<sup>st</sup> CCLC program funding allows the school district to use Cycle 5 funding in the amount of \$85,063 total for after school program. Services include, but are not limited to adult literacy education, after school recreational, academic enrichment, recreational summer, weekend programs and parenting skills education program.

**BUDGET PROVISIONS/  
ACTION REQUIRED:** Program year is effective August 1, 2011 to July 31, 2012

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

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

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

**I. PURPOSE**

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

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

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

## **II. TERM**

This Contract shall be for the period beginning August 1, 2011, and ending July 31, 2012. Subject to the receipt of sufficient funds from the Texas Education Agency for 21<sup>st</sup> Century Community Learning Centers by HCDE and HCDE's written approval, this Contract may be renewed for additional year(s).

## **III. PROGRAM DESCRIPTION AND REQUIREMENTS**

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

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

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

4. Participate in ongoing evaluation and modification of the Centers which will measure the achievement of the performance objectives including, but not limited to, student, parent and teacher surveys, as well as a mandatory Principal walk-through of programming once per term documented by the completion of the CASE Principal assessment tool;
5. Ensure the targeted total number of individual students participating in the program will attend no less than 30 days of the total scheduled 21<sup>st</sup> Century Community Learning Centers activities.
6. Coordinate enrichment activities such as off-site learning experiences, speakers, and educational presentations;
7. Confer with prospective students and parents to initiate parental involvement activities;
8. Participate in screening processes to identify students interested in participating in the Center programs;
9. Serve as primary liaison with the transportation department in matters relating to students involved in the Center programs;
10. Establish and maintain a community support group that meets quarterly for each center comprised of parents, students, service providers, community based organizations, and businesses;
11. Appoint a full time Coordinator to serve as the main contact at each campus. Only 90% of the salary can be paid using the 21<sup>st</sup> CCLC grant funds. The district must pay for the remainder of the Coordinator's salary.
12. Maintain active participation in the monthly CASE Collective with representation consisting of the Center coordinator, the Principal, and/or a representative elected by each Center support group.
13. Assist the Principal(s) and Center Coordinators in the selection and utilization of Center service providers as set out in the site description(s);
14. Assist Center Coordinators in coordinating the Center programs with that of the regular school's instructional programs;
15. Seek business and community financial support and other outside sources for funding to sustain the project beyond the grant period; and
16. Open the Center 182 days over 33 weeks during the school year and 4 weeks during the summer.

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

students, parents, employees, and other persons; and investigative reports of any kind involving the Center(s), Center programs, or its participants. Any reports or evaluations incidental to this Contract shall be performed only with the prior approval of HCDE. No reports or evaluations shall be released to third parties without the prior written approval of HCDE, unless release is required under the Public Information Act. This reporting will form a part of the regular monthly reporting documentation to HCDE and continue for as long as the ISD receives payments from HCDE under this Contract.

- I. The ISD acknowledges and agrees that it is solely responsible for all costs, wages, expenses, and fees associated with or arising from the operation of the Center(s).
- J. The ISD agrees to cooperate with the evaluation of the Center(s) by designating internal staff to implement and monitor the evaluation process, including the ISD's progress in meeting the performance objectives established by the Texas Education Agency for 21<sup>st</sup> Century Community Learning Centers, the effect of the Center(s) on participants, and the effectiveness of the Center(s) in meeting the performance objectives established by the Texas Education Agency. The ISD agrees to provide such records as TAKS scores, grades, Stanford Achievement scores, conduct scores and disciplinary reports for students in the Center programs to HCDE in accordance with the reporting due dates established by TEA .
- K. The ISD agrees to allow HCDE, the Texas Education Agency, the State of Texas Comptroller, or any of their duly authorized representatives to any books, documents, papers, and records relating to the services provided under this Contract for the purpose of making audits, examinations, evaluations, excerpts, and transcriptions.
- L. The ISD may use the payments from HCDE to create new program(s) or enhance existing program(s), but the payments from HCDE should not replace funding for an existing program(s). In the event that payments from HCDE will be used to expand already existing program(s), the ISD will provide HCDE with detailed documentation of the program(s) including a list of students and adults currently enrolled, attendance since the beginning of the school year (or past six months), and a schedule of activities offered by the program(s) since the beginning of the year. The ISD will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.
- M. The ISD agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) and to use only those persons fit to work with students.
- N. ISD agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Special NCLB Act Provisions & Assurances"

and “Program-Specific Provisions & Assurances”, which are attached hereto as Exhibit C and incorporated by reference into this Contract.

- O. The ISD further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- P. The ISD agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit B attached to the Contract. The ISD further agrees that if any time after November 1, 2011, the HCDE CASE Director determines that there is less than 60% of the agreed upon students and/or parents in the after-school program (the numbers on Exhibit B), HCDE may take up to one-third of the budget (Exhibit A of the Contract) that it would have otherwise paid to the ISD and use those funds, in HCDE’s discretion, to try to increase student and/or parent participation. The ISD agrees and understands that this will result in a receipt by the ISD of up to one-third less funds than the ISD would have received under the Contract as specified in Exhibit A.

#### **IV. COMPENSATION AND FUNDING**

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

- \$85,063 for providing the Center in accordance with Section III at Lee High School

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

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

## **V. RELATIONSHIP**

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

The ISD is solely responsible for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), insurance, worker's compensation, and disability benefits and like requirements and obligations of ISD employees, agents, volunteers, and representatives. The ISD agrees that HCDE has no responsibility for any conduct of any ISD employee, agent, volunteer, or representative.

## **VI. TERMINATION**

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

## **VII. AUTHORIZATION**

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

## **VIII. NOTICE**

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

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

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

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

**IX. GOVERNING LAW**

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

**X. VENUE**

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

**XI. ENTIRE AGREEMENT**

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

**XII. AMENDMENT**

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

**XIII. ASSIGNMENT**

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

**XIV. SEVERABILITY**

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

**XV. BENEFIT FOR SIGNATORY PARTIES ONLY**

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ of the year 2011.

By:

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

By:

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

EXHIBIT A

**Goose Creek CISD/ Robert E. Lee High School  
CASE 21st Century Cycle 5 Year 4 Budget Template**

**Personnel -- 6100**

School Year Certified Teachers (2 positions)X(\$25 hourly rate)X(7 hours per week)X(20 weeks)	\$ 7,000
Summer Certified Teachers (1 position)X(\$25 hourly rate)X(12 hours per week)X( 4 weeks)	\$ 1,200
School Year Para-professionals (6 positions)X(\$9 hourly rate)X(12.5 hours per week)X(33 weeks)	\$ 20,400
Summer Para-professionals(6 positions)X(\$9 hourly rate)X(16 hours per week)X(4 weeks)	\$ 3,456
Payroll	\$ 32,056
Fringe Benefits @ 7.5%	\$ 2,404
<b>Total Payroll Costs 6100</b>	<b>\$ 34,460</b>

**Professional & Contractual Services -- 6200**

Topic: Academic Enrichment (Lee College)	\$ 1,000
Topic: Health/Nutrition/Physical Education (YMCA)	\$ 500
Clerical Staff Assistant	\$ 2,000
Site Director CIS Baytown Site Director (fulltime position )	\$ 28,000
<b>Total Professional &amp; Contractual Services 6200</b>	<b>\$ 31,500</b>

**Materials & Supplies -- 6300**

Site Coordinator Office Supplies	\$ 200
Program Consumable Supplies (Arts & Crafts, active center supplies[pens, pencils, paper], board games replacements and posters)	\$ 1,000
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ 1,200</b>

**Other Operating Costs -- 6400**

Site Coordinator Mileage (\$.050 per mile x 250 of miles)	\$ 125
Dept of Education Summer Institute (Washington, D.C. , July 25-July 27, 2012)	\$ 1,200
ACE State Conference (Austin, TX, August 10-11, 2011)	\$ 400
Student Transportation for School Year Program (16.50/hr for driver) x (7.5hrs/ week) x (33weeks)+ (1.60/ mile) x (112 miles/ week) x (33weeks)	\$ 10,000
Student Transportation for Summer Program (16.50/hr for driver) x (15hrs/ week) x (4weeks)+ (1.60/ mile) x (702 miles/ week) x (4weeks)	\$ 5,500
Snacks for Parent Meeting	\$ 678
<b>Total Other Operating Costs 6400</b>	<b>\$ 17,903</b>
<b>Total Direct Costs</b>	<b>\$ 85,063</b>

EXHIBIT B

<b>Center Number: 6</b>		<b>Center Name: Lee High School</b>												
		<b>Fall Term</b>		<b>Spring Term</b>		<b>Summer Term</b>		<b>Total</b>						
Start date (MM/DD/YY):		9/1/11		1/9/12		6/4/12								
End date (MM/DD/YY):		12/13/11		5/31/12		7/5/12								
Number of weeks in service:		15		18		4		37						
Number of days (minus holidays) in service:		71		92		19		182						
Number of unduplicated students to be served:								100						
Number of adults to be served:								30						
<b>Day of the Week</b>	<b>Fall Term</b>				<b>Spring Term</b>				<b>Summer Term</b>					
	<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>	<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>	<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>		
Monday			2:45	5:45	-			2:45	5:45	-	11:30			4:30
Tuesday			2:45	5:45	-			2:45	5:45	-	11:30			4:30
Wednesday			2:45	5:45	-			2:45	5:45	-	11:30			4:30
Thursday			2:45	5:45	-			2:45	5:45	-	11:30			4:30
Friday			2:45	5:45	-			2:45	5:45	-				
Saturday					-					-				
Sunday					-					-				
<b>Hours Per Week</b>	-		15		-		15		-		20			
<b># Sats per month</b>														

EXHIBIT B

<b>Chart 1: Center/Host Site Overview.</b> A center is the physical location where the actual 21 <sup>st</sup> CCLC program services are offered to students and adults. Note: Centers must be listed in the same order as in years 1 through 3.								
<b>Ctr #</b>	<b>9-Digit campus ID #</b>	<b>Name of Center/Host Site</b>	<b>Physical Address</b>	<b>City</b>	<b>Zip</b>	<b>Phone Number</b>	<b># of Feeder Schools</b>	<b>Grade Levels Served (X to X)</b>
6	101911002	Lee High School	1809 Market St.	Baytown	77520	281-425-4548	0	9 - 12

<b>Chart 1: Academic Assistance Activities</b>				
<b>Center(s)</b>	<b>Activity Description</b>	<b>Term(s) when activity is to be offered</b>	<b>Frequency (Every Week, 1-3 times a month, or Less than once a month)</b>	<b>Student or Adult Family</b>
Lee High School	Homework Help - Students will receive assistance with homework with support/guidance from program staff.	Fall and Spring	Every Week	Student
Lee High School	Kids' Days - Students will participate in creative, hands-on programming that focus on core subjects of math and science, (e.g., robotics, engineering and building).	Fall, Spring and Summer	Less than once a month	Student
Lee High School	Money Matters - Students will receive instruction on money management.	Fall, Spring and Summer	Every Week	Student

EXHIBIT B

<b>Chart 2: Enrichment Activities</b>				
<b>Center(s)</b>	<b>Activity Description</b>	<b>Term(s) when activity is to be offered</b>	<b>Frequency (Every Week, 1-3 times a month, or Less than once a month)</b>	<b>Student or Adult Family</b>
Lee High School	Air Brushing - Students will explore and build on their creative arts through air brushing.	Fall, Spring and Summer	Every Week	Student
Lee High School	Anime Club - Students will participate in various activities including but not limited to drawing, sketching and creating Japanese animation videos.	Fall, Spring and Summer	Every Week	Student
Lee High School	Arts and Crafts - Students will participate in various arts activities including thematic kits, abstract arts, painting, design, sewing, environmental crafts and/or sculpting. Activities encourage personal creative works, integrate Art Education TAKS objectives.	Fall, Spring and Summer	Every Week	Student
Lee High School	Green Team - Students will engage in eco-friendly activities such as park clean ups, adopt a fire hydrant and other similar environmental service projects.	Fall, Spring and Summer	Every Week	Student
Lee High School	Hip Hop Dance - Students will participate in a high energy dance class that combines various styles of dance to promote technique, self-confidence and stage performance.	Fall, Spring and Summer	Every Week	Student
Lee High School	Karate - Students will learn discipline and self control through karate as they are taught basic karate moves.	Fall, Spring and Summer	Every week	Student
Lee High School	Mentoring - A facilitator will guide groups of students through discussions about different aspects of a teen's life as a mentor seeks to enhance students understanding of life and involvement in community.	Fall and Spring	Every Week	Student

<b>Chart 3: Family and Parental Support Services Activities</b>				
<b>Center(s)</b>	<b>Activity Description</b>	<b>Term(s) when activity is to be offered</b>	<b>Frequency (Every Week, 1-3 times a month, or Less than once a month)</b>	<b>Student or Adult Family</b>
Lee High School	PASS - The parent and student seminar will help parents with different topics that may be of interest to them in their everyday life including financial assistance, college awareness, financial aid, low interest loans, budgeting, internet safety, CPR and first aid, etc.	Fall, Spring and Summer	1 - 3 Times a Month	Adult family
Lee High School	Teen Summit at College - Parents will learn how to prepare their student for college and guest speakers will provide parents with different college awareness resources and tips for their students.	Fall and Spring	1 - 3 Times a Month	Adult family

EXHIBIT B

<b>Chart 4: College and Workforce Readiness Activities</b>				
<b>Center(s)</b>	<b>Activity Description</b>	<b>Term(s) when activity is to be offered</b>	<b>Frequency (Every Week, 1-3 times a month, or Less than once a month)</b>	<b>Student or Adult Family</b>
<b>Lee High School</b>	<b>FCCLA</b> - students will participate in worthwhile professional experiences related to opportunities in teaching.	Fall and Spring	1 – 3 Times a Month	Student
<b>Lee High School</b>	<b>Higher Learning Club</b> - Students will receive encouragement to view all avenues to receive acceptance into college and they will visit local junior colleges such as Lee College and San Jacinto College. They will also visit Lamar University and the University of Houston. When students are not participating in college tours, they will work on prepare for their SATs, and work on their financial awareness and college etiquette.	Fall and Spring	Every Week	Student
<b>Lee High School</b>	<b>Job readiness</b> - Students will participate in a life simulation activity that will give them a "job/career" where they will encounter and respond to different situations.	Fall, Spring and Summer	1 – 3 Times a Month	Student

EXHIBIT C

**Texas 21st Century Community Learning Centers, Cycle 5, Year 4**

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

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

## EXHIBIT C

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

## EXHIBIT C

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

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

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

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

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

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

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

- T. Subcontracting:** Contractor shall not assign or subcontract any of its rights or responsibilities under this contract, except as may be otherwise provided for in this application, without prior formal written amendment to this contract properly executed by both Agency and Contractor.
- U. Use of Consultants:** Notwithstanding any other provision of this application, Applicant shall not use or pay any consultant in the conduct of this application if the services to be rendered by any such consultant can be provided by Applicant's employees.
- V. Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the objective(s) of the project, title will remain with Contractor for the period of the contract. Agency reserves the right to transfer capital outlay items for contract noncompliance during the contract period or as needed after the ending date of the contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record.

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- W. Agency Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by Agency while in the custody or control of Contractor, its employees, agents, consultants or subcontractors, Contractor shall indemnify Agency and pay to Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of Contractor's receipt of written notice of Agency's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this contract or is provided by Agency to Contractor for use in the contract project. If Contractor fails to make timely payment, Agency may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by Agency.
- X. Travel Costs:** Amounts authorized for maximum recovery for travel and per diem costs against any state or federal funding source are restricted to those amounts which are approved in the State of Texas Appropriations Bill in effect for the particular funding period. Any amount over this limit must come from local funding sources. Applicant must recover funds at a lesser rate if local policy amounts are less than the maximum allowed by the state. Out-of-state travel may not exceed the federal government rate for the locale. Travel allowances are not allowable costs.
- Y. Funds for Religious Worship, Instruction:** No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR 76.532 and P. L. 107-110, section 9505).
- Z. Disclosure of Gifts and Campaign Contributions:** The grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The grantee has a continuing obligation to make disclosures through the term of the contract. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the grant.
- AA. Submission of Audit Reports to TEA: Grantees which are public school districts and open enrollment charter schools** agree to submit the required annual audit report, including the reporting package required under OMB Circular A-133, if an audit is required to be conducted in accordance with OMB Circular A-133, to the TEA Division of School Financial Audits in the time and manner requested by the Agency.
- Grantees which are **nonprofit organizations (other than charter schools) and universities/colleges** that expend \$500,000 or more total in federal awards in any fiscal year and are thus required to conduct a Single Audit or program-specific audit in accordance with the requirements in OMB Circular A-133, agree to submit a copy of such audit to TEA when the schedule of findings and questioned costs disclosed audit findings relating to any federal awards provided by TEA. A copy of such audit shall also be submitted to TEA if the summary schedule of prior audit findings reported the status of any audit findings relating to any federal awards provided by TEA.
- A **nonprofit organization or university/college grantee** shall provide written notification to TEA that an audit was conducted in accordance with OMB Circular A-133 when the schedule of findings and questioned costs disclosed no audit findings related to any federal awards provided by TEA or when the summary schedule of prior audit findings did not report on the status of any prior audit findings related to any federal awards provided by TEA. Nonprofit organizations (other than charter schools) and universities/colleges shall submit the audit report to the TEA Division of Discretionary Grants. Audit reports must be submitted to TEA within 30 days of receipt of the report from the auditor. Failure to submit a copy of the audit to TEA could result in a reduction of funds paid to the grantee, a refund to TEA, termination of the grant, and/or ineligibility to receive additional grant awards from TEA.
- BB. Federal Rules, Laws, and Regulations That Apply to all Federal Programs:** Contractor shall be subject to and shall abide by all federal laws, rules and regulations pertaining to the contract project, including but not limited to:
1. **Americans With Disabilities Act**, P. L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64;
  2. **Title VI of the Civil Rights Act of 1964**, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100;
  3. **Title IX of the Education Amendments of 1972**, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution;
  4. **Section 504 of the Rehabilitation Act of 1973**, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Part 104 and 105;

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5. the **Age Discrimination Act of 1975**, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110;
  6. the **Family Educational Rights and Privacy Act (FERPA) of 1975**, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including **Privacy Rights of Parents and Students (34 CFR Part 99)**, if Contractor is an educational institution (20 USC 1232g);
  7. Section 509 of H.R. 5233 as incorporated by reference in P. L. 99-500 and P. L. 99-591 (**prohibition against the use of federal grant funds to influence legislation pending before Congress**);
  8. **Pro-Children Act of 2001**, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children [P. L. 107-110, Section 4303(a)]. In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services [P. L. 107-110, Section 4303(b)(1)]. Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303(e)(1)).
  9. **Fair Labor Standards Act (29 USC 207), Davis Bacon Act (40 USC 276(a), and Contract Work Hours and Safety Standards Act (40 USC 327 et seq.)**, as applicable, and their implementing regulations in 29 CFR 500-899, 29 CFR Parts 1,3,5, and 7, and 29 CFR Parts 5 and 1926, respectively.
  10. **Buy America Act**: Contractor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding \$2,500 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the U. S. that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. Contractor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1-.2).
  11. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
  12. **Prohibition of Text Messaging and Emailing while Driving during Official Federal Grant Business**: Personnel funded from federal grants and their subcontractors and subgrantees are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the US Department of Education).
- CC. Federal Regulations Applicable to All Federal Programs:**
1. **For Local Educational Agencies (LEAs)**: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 97, 98, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles), A-133 (Audits), and A-102 (Uniform Administrative Requirements);
  2. **For Education Service Centers (ESCs)**: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 97, 98, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles), A-133 (Audits), and A-102 (Uniform Administrative Requirements);

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

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

1. **Participation in Planning:** Applicant will provide reasonable opportunities for the participation by teachers, parents, and other interested parties, organizations, and individuals in the planning for and operation of each program described in this application (20 USC 1232(e)).
  2. **Availability of Information:** Any application, evaluation, periodic program plan, or report relating to each program described in this application will be made readily available to parents and other members of the general public (20 USC 1232(e)).
  3. **Sharing of Information:** Contractor certifies that it has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program described in this application significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)).
  4. **Prohibition of Funds for Busing:** The applicant certifies that no federal funds (except for funds appropriated specifically for this purpose) will be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system (20 USC 1228).
  5. **Direct Financial Benefit:** Contractor certifies that funds expended under any federal program will not be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization [20 USC 1232(b)(8)].
- EE. Payment for Services:** Payment for service(s) described in this Contract is contingent upon satisfactory completion of the service(s). Satisfaction will be determined by TEA's Project Administrator, in his sole discretion but in accordance with reasonable standards and upon advice of his superiors in TEA, if necessary.
- FF. Family Code Applicability:** By signing this Contract, Contractor, if other than a state agency, certifies that under Section 231.006, Family Code, that Contractor is not ineligible to receive payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Contract if Contractor is found to be ineligible to receive payment. If Contractor is found to be ineligible to receive payment and the Contract is terminated, Contractor is liable to TEA for attorney's fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second contract, and any other damages or relief provided by law or equity.
- GG. Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, General Provisions, Special Provisions, Exhibits, and Attachments or other documents, the TEA Contract and its General Provisions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this contract.
- HH. Registered Lobbyists:** No state or federal funds transferred to a contractor/grantee may be used to hire a registered lobbyist.

## EXHIBIT C

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- II. Test Administration and Security:** This contract is executed by Agency subject to assurance by Contractor that it has at all times been and shall remain in full compliance with Title 19, Texas Administrative Code Chapter 101, and all requirements and procedures for maintaining test security specified in any test administration materials in the possession or control of Contractor, or any school, campus, or program operated by Contractor. Notwithstanding any other provision in this contract or any other document, this contract is void upon notice by Agency, in its sole discretion, that Contractor or any school, campus, or program operated by Contractor has at any time committed a material violation of Title 19, Texas Administrative Code Chapter 101, or any requirement or procedure for maintaining test security specified in any test administration materials in the possession or control of Contractor, or any school, campus, or program operated by Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from Agency.
- JJ. Social Security Numbers:** Social Security numbers will not be provided by TEA as a part of this agreement. TEA is not requiring or requesting school districts or other grantees to provide Social Security numbers as a part of this agreement.
- KK. Student-identifying Information:** Contractor agrees that in executing tasks on behalf of TEA, Contractor will not use any student-identifying information in any way that violates the provisions of FERPA and will destroy or return all student-identifying information to TEA within thirty (30) days of project completion.
- LL. High-Risk Status, Special Conditions, and Enforcement Actions:** Pursuant to the provisions in 34 CFR 80.12 and 74.14, a grantee may be identified by TEA as high-risk if the grantee has a history of unsatisfactory performance; is not financially stable; has a financial management system that does not meet federal financial management standards or the requirements in TEA's Financial Accounting and Reporting (FAR) module; has not conformed to terms and conditions of previous awards; or is otherwise not responsible. TEA may impose one or more special conditions or restrictions on a high-risk grantee, including payment on a reimbursement basis; withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period; requiring additional, more detailed financial reports; additional project monitoring; requiring the grantee to obtain technical or management assistance; establishing additional prior approvals; or other conditions that may be legally available. A grantee identified as high-risk will be notified in writing by TEA of the special conditions imposed and the process for removing the high-risk status and special conditions.

Pursuant to the provisions in 34 CFR 80.43 and 74.62, if a grantee materially fails to comply with any term of an award, whether stated in a federal statute or regulation, an assurance, in a grant application, or elsewhere, TEA may take one or more of the following enforcement actions as appropriate in the circumstances: temporarily withhold cash payments pending correction of the deficiency or more severe enforcement action; disallow all or part of the cost of an activity or action not in compliance; wholly or partly suspend or terminate the current award; withhold further awards for the program; or take other remedies that may be legally available. If an enforcement action is imposed, the grantee will be notified in writing by TEA of the actions imposed and the process for remedying the noncompliance or removing the enforcement actions.

TEA reserves the right to not award a discretionary grant to a high-risk grantee or to a grantee that is materially non-compliant with the terms and conditions of another award.

Rev. 05/2010

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

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

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

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

## EXHIBIT C

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

### Certification

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

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

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

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

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

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

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

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

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

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

11/89  
03/90

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

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

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

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

## EXHIBIT C

- T. Student Privacy, Parental Access to Information, and Administration of Certain Physical Examinations to Minors:** The local educational agency assures that it is in compliance with Chapter 26 of the Texas Education Code concerning parental rights and responsibilities. In addition, the local educational agency receiving funds under the No Child Left Behind Act certifies that it shall develop and adopt policies, in consultation with parents, regarding certain rights of a parent to access and inspect information; student privacy; the administration of physical examinations or screenings (except for examinations or screenings required by state law); and the collection, disclosure, or use of personal information collected from students for the purpose of marketing or selling that information. The local educational agency also assures that it is in compliance with the requirements for annually notifying parents of such policies and specific events (P. L. 107-110, Title X, Part F, section 1061).
- U. Assurances related to the education of homeless children and youths:**
- (1) The LEA assures that each child of a homeless individual and each homeless youth shall have equal access to the same free, appropriate public education, including a public preschool education, as provided to other children and youth.
  - (2) The LEA assures that homeless children and youth are afforded the same free, appropriate public education as provided to other children and youth.
  - (3) The LEA assures that it will review and undertake steps to revise any laws, regulations, practices, or policies that may act as a barrier to the enrollment, attendance, or success in school of homeless children and youth.
  - (4) The LEA assures that it will not separate students from the mainstream school environment on the basis of homelessness alone.
  - (5) The LEA assures that homeless children and youth have access to the education and other services that they need to in order to meet the same challenging State student academic achievement standards to which all students are held.
- V. Definitions:** The following terms shall be defined as follows for programs authorized and carried out under the No Child Left Behind Act of 2001:
1. **Charter School:** An open enrollment charter school receiving federal funds of any type must meet the federal definition of a charter school as provided in P. L. 107-110, Section 5210(1). The term "charter school" means a school that:
    - (A) is created by a developer as a public school, or is adapted by a developer from an existing public school, and is **operated under public supervision and control;**
    - (B) operates in pursuit of a specific set of educational objectives determined by the school's developer and agreed to by the authorized public chartering agency [i.e., the State Board of Education (SBOE)];
    - (C) provides a program of elementary or secondary education, or both;
    - (D) is **nonsectarian in its programs, admissions policies, employment practices, and all other operations, and is not affiliated with a sectarian school or religious instruction;**
    - (E) **does not charge tuition;**
    - (F) **complies with the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, and Part B of the Individuals with Disabilities Education Act;**
    - (G) is a school to which parents choose to send their children, and that **admits students on the basis of a lottery, if more students apply for admission than can be accommodated;**
    - (H) **agrees to comply with the same Federal and State audit requirements** as so other elementary schools and secondary schools in the State, unless such requirements are specifically waived for the purpose of this program;
    - (I) **meets all applicable Federal, State, and local health and safety requirements;**
    - (J) operates in accordance with State law; and
    - (K) has a written performance contract with the authorized public chartering agency in the State (i.e., SBOE) that includes a description of how student performance will be measured pursuant to State assessments that are required of other schools and pursuant to any other assessments mutually agreeable to the SBOE.
  2. **Community-Based Organization:** A public or private nonprofit organization of demonstrated effectiveness that is representative of a community or significant segment of a community and that provides educational or related services to individuals in the community.
  3. **Core Academic Subjects:** English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, art, history, and geography.

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### 4. Highly Qualified:

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

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

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

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### **6. Professional Development** includes activities that:

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

### **7. Scientifically Based Research:**

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

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- (iv) relies on measurements or observational methods that provide reliable and valid data across evaluators and observers, across multiple measurements and observations, and across studies by the same or different investigators;
  - (v) is evaluated using experimental or quasi-experimental designs in which individuals, entities, programs, or activities are assigned to different conditions and with appropriate controls to evaluate the effects of the condition of interest, with a preference for random-assignment experiments, or other designs to the extent that those designs contain within-condition or across-condition controls;
  - (vi) ensures that experimental studies are presented in sufficient detail and clarity to allow for replication or, at a minimum, offer the opportunity to build systematically on their findings; and
  - (vii) has been accepted by a peer-reviewed journal or approved by a panel of independent experts through a comparably rigorous, objective, and scientific review.
- 8. Teacher Mentoring:** Activities that-
- (A) consist of structured guidance and regular and ongoing support for teachers, especially beginning teachers, that-
  - (i) are designed to help the teachers continue to improve their practice of teaching and to develop their instructional skills; and part of an ongoing developmental induction process that-
  - (I) involves the assistance of an exemplary teacher and other appropriate individuals from a school, local educational agency, or institution of higher education; and
  - (II) may include coaching, classroom observation, team teaching, and reduced teaching loads; and
  - (III) may include the establishment of a partnership by a local educational agency with an institution of higher education.
- 9. Technology:** State-of-the-art technology products and services.
- W. ESEA Performance Goals, Indicators, and Performance Reporting:** The LEA assures it has adopted the five performance goals and the related performance indicators established by the U. S. Department of Education and as submitted in the *Texas Consolidated State Application for Funds Under the No Child Left Behind Act*. The LEA also assures that it will develop and implement procedures for collecting data related to the performance indicators where such data is not already collected through the Academic Excellence Indicator System (AEIS) or PEIMS and that it will report such data to the Agency in the time and manner requested.
- X. Transfer of School Disciplinary Records:** The LEA assures it has a procedure in place to transfer disciplinary records, with respect to a suspension or expulsion, to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full- or part-time basis, in the school. This requirement shall not apply to any disciplinary records with respect to a suspension or expulsion that are transferred from a private, parochial or other nonpublic school, person, institution, or other entity, that provides education below the college level (P. L. 107-110, section 4155).

Revised 03/03

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

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Applicant assures the following:

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

### Management Plan

The management plan includes the following components:

#### Communication

7. Ongoing communication between project directors and site coordinators to ensure that all parties are informed of the application requirements and amendments to include providing them with a copy of the approved application
8. Coordination with the technical assistance coordinator (TAC) and agreement to implement all recommendations as necessary
9. A standard process in place among all stakeholders to ensure on-going communication and coordination in order to identify and address issues regularly

#### Training

10. Funds have been budgeted for the required attendance of the project director and site coordinators at all trainings, conferences, workshops, and meetings to include the national and state conferences and other technical assistance trainings as requested by TEA (the number of training workshops for the 2011–2012 school year have not yet been established; however, in addition to the state and national conference, grantees must budget for at least two regional trainings)
11. Appropriate staff participation in all surveys and needs assessments developed by the state technical assistance provider, Edvance Research, Inc., on behalf of TEA

#### Tracking and Data Collection

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

#### Monitoring and Evaluation

14. Adopt and report on TEA goals, specific program objectives, critical success factors, and performance measures in a timely fashion
15. Internal evaluation of center activities for effectiveness and continuous improvement
16. Conduct regular, internal monitoring to ensure compliance with all grant requirements and cooperate with program implementation assurance conducted by TEA
17. Grantees are required to hire an independent evaluator to conduct a basic evaluation of each center included in an application (see the *Independent Evaluator Guide* in the [PRIME Blueprint for Texas Afterschool Centers on Education](#), Appendix 25). The evaluation must be based on the factors included in the principles of effectiveness. The independent evaluation is due to TEA by September 15, 2012
18. Agree to participate in a separate state-level evaluation conducted by TEA

### Center Operation Requirements

19. Programs must begin services no later than Tuesday, September 6, 2011, and maintain the services within the timelines stated in this application. *Failure to do so may result in reduced funding and the allocated funds may be*

## EXHIBIT C

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*reduced proportionate to reduction of scope in implementation time*

20. Each center will serve the amount unduplicated students per year as stated in the grant application. The funding amount in continuation years will be contingent upon the number of students served in the prior year
21. Centers will provide a consistent and dependable schedule of activities for both students and parents. Activities will be offered each week between the start and end dates listed for each term except during designated school holidays
  - i. Rotation of student participation (such as restricting attendance by grade level on various days) or alternative day schedules is not allowed
  - ii. Program will be offered a minimum of 15 hours per week, four to five days per week, Sunday through Saturday, for the fall and spring terms
22. Centers will provide a summer program to operate at least four hours per day, four days per week, for a minimum of four weeks
23. Centers will obtain necessary parental consent for students to participate in the 21<sup>st</sup> CCLC program
24. Centers will ensure that a process is in place to document and address emergency situations, including an emergency readiness plan, emergency contact information, and follow-up documentation

### Student and Adult Activity Planning Requirements

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

### Written Agreements

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

EXHIBIT C

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

**Maintenance of Effort:** *Public Law 107-110, Section 9521 states "a local educational agency may receive funds under a covered program for any fiscal year only if the state educational agency finds that either the combined fiscal effort per student or the aggregate expenditures of such agency and the state with respect to the provision of free public education by such agency for the preceding fiscal year was not less than 90% of such combined fiscal effort or aggregate expenditures for the second preceding fiscal year." This maintenance of effort requirement applies to the Texas 21<sup>st</sup> Century Community Learning Centers, Cycle 5, Year 4 grant.*

## SCHOOL BOARD AGENDA ITEM SUMMARY

August 22, 2011

**SUBJECT: CONSIDERATION OF THE RENEWAL OF CONTRACT WITH XEROX CORPORATION**

**RECOMMENDED ACTION:** Approve the recommendation of the Director of Communications to renew the existing contract with Xerox Corporation for five (5) years beginning August 1, 2011.

**RATIONALE:** Due to the State Legislature reducing school funding by \$4 billion, Goose Creek CISD is experiencing a reduction of \$12.2 million in state funding and \$1 million in state grants. As such, Goose Creek CISD has worked with Xerox to reduce expenditures for copier machines. This contract will save the district approximately \$408,000 per school year without reducing the number of copiers in the district.

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

**RESOURCE PERSONNEL:** Dr. Toby York  
Mr. Rick Peebles  
Mr. Pete Pape  
Ms. Kathy Clausen  
Mr. David Bloom

## SERVICES AND SOLUTIONS AGREEMENT

This Services and Solutions Agreement (“SSA”), Number \_\_\_\_\_, is between \_\_\_\_\_ (“Customer”) and Xerox Corporation (“Xerox”).

1. **SCOPE AND STRUCTURE.** This SSA sets forth the terms and conditions under which Customer may establish one or more Services Contracts for the acquisition in the U.S. of Services, Maintenance Services and Deliverables from Xerox. Each Services Contract under this SSA constitutes a separate contract and will be assigned its own Services Contract Number consisting of the above SSA number followed by a three-digit extension. Each Services Contract will be established when Customer submits and Xerox accepts the first SSO with a new Services Contract Number. Customer may add Services, Maintenance Services, or Deliverables to an existing Services Contract by issuing additional Orders referencing the applicable Services Contract Number. Each Services Contract will consist of the applicable terms and conditions of this SSA, the first SSO and each additional SSO or SOW with the same Services Contract Number. Xerox may provide Services and/or Products through its U.S. affiliates. Capitalized terms are defined in Section 25 unless defined where first used.
2. **ORDERS.**
  - A. Orders may consist of SSOs, SOWs, and/or POs. Each Order must reference an applicable Services Contract Number. Unless otherwise provided in an SSO, terms and conditions of such SSO are applicable to all Orders constituting the applicable Services Contract. Customer POs are for order entry purposes only and will be subject solely to the terms and conditions of the applicable Services Contract, notwithstanding anything contained in any such PO at variance with or in addition to the applicable Services Contract.
  - B. Xerox may accept an Order either by its signature or by commencing performance. Xerox reserves the right to review and approve Customer's credit prior to acceptance of each Order. Customer authorizes Xerox (or its agent) to obtain credit reports from commercial credit reporting agencies.
  - C. Orders may be submitted by hard copy or, in the case of SSOs or POs, by electronic means, and those submitted electronically will be considered (i) a “writing” or “in writing”; (ii) “signed”; (iii) an “original” when printed from electronic records established and maintained in the ordinary course of business; and (iv) a valid and enforceable Order.
3. **TERM.**
  - A. This SSA is effective when signed by Xerox and, unless terminated by either party upon 90 days written notice, continues for \_\_\_\_\_ months. If this SSA expires or is terminated, each Services Contract will (i) remain in effect until the expiration or termination of all Orders constituting such Services Contract, and (ii) be governed by the terms and conditions of this SSA as if it were still in effect.
  - B. The term of each Order will be set forth in such Order. If an Order is terminated, the term of remaining Orders will continue unaltered. The term for each unit of Equipment will be the same number of months as its Order and will commence on the installation date of said unit.
  - C. Except as otherwise provided in an SOW or unless either party provides notice of termination at least 30 days before the end of its term, an Order will automatically renew on a month-to-month basis.
4. **PERSONNEL.** Xerox personnel engaged hereunder will comply with Customer's internal security and safety policies that (a) are provided to Xerox in writing, (b) are reasonable and customary, and (c) do not conflict with the applicable Services Contract. Customer will provide Xerox with reasonable prior written notice of such policies and any changes thereto. During the term of this SSA and for a period of 1 year thereafter, neither party will, directly or indirectly, actively solicit the employment of the other party's personnel (including their supervisors) and agents engaged under a Services Contract. Employment arising from inquiries received via advertisements in newspapers, job fairs, unsolicited resumes, or applications for employment will not be considered active solicitation. The sole remedy for breach of this restriction is to receive payment, as liquidated damages and not as a penalty, from the breaching party equal to the individual's then current annual salary (or the fees paid to an agent in the previous 12 months), within 30 days of the start date of the individual. Xerox is an independent contractor hereunder.
5. **PRICING, PAYMENT, AND TAXES.**
  - A. **Pricing.** Pricing will be as shown in an Order. Services requested and performed outside Customer's standard working hours will be at Xerox's then-current overtime rate.
  - B. **Payment.** Invoices are payable as provided under the Texas Prompt Payment law. For any payment not received within 10 days of its due date, Customer will pay a late interest charge as allowed under Texas law.. Restrictive covenants will not reduce Customer's obligations. If an Offering begins partially and/or early, Xerox will bill Customer on a pro rata basis, based on a 30-day billing month.
  - C. **Taxes.** Customer will be responsible for all Taxes. Taxes will be included in Xerox's invoice unless Customer provides proof of Customer's tax-exempt status.
6. **DEFAULT AND REMEDIES.** Customer will be in default if Xerox does not receive any payment as provided under the Texas Prompt Payment law, or if Customer breaches any other obligation under this SSA, any Services Contract, or any other agreement with Xerox. If Customer defaults, Xerox, in addition to its other remedies (including the cessation of Services), may require immediate payment of (a) all amounts then due, plus interest on all amounts due from the due date until paid as allowed under Texas law.. Customer will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce any Services Contract.

7. **CONFIDENTIAL INFORMATION.** Each party will make reasonable efforts not to disclose the other party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (a) was in the public domain before, at the time of, or after the date of disclosure through no fault of the non-disclosing party; (b) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (c) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidentiality obligations set forth herein will expire 1 year after expiration or termination of this SSA or the last effective Services Contract hereunder, whichever is later; provided however, confidentiality obligations with respect to Xerox Work, Xerox Tools and Xerox Client Tools will not expire unless (a), (b) or (c) above become applicable thereto. The parties do not intend for Customer to disclose confidential technical information hereunder, including, but not limited to, computer programs, source code, and algorithms. Customer will only disclose the same pursuant to a separate written agreement. Upon expiration or termination of this SSA or the last effective Services Contract hereunder, whichever is later, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this SSA.
8. **INTELLECTUAL PROPERTY.** Customer represents and warrants that (a) it owns the Customer Content and Customer Assets or otherwise has the right to authorize Xerox to use same to perform Services, and (b) Customer Content will not contain content that (i) is libelous, defamatory or obscene, (ii) violates any applicable laws, regulations, or (iii) infringes any third party rights. Customer acknowledges and agrees that Xerox does not undertake any obligation or duty whatsoever to determine whether Customer Content may be duplicated without violating a third party's copyright. Xerox, its employees, agents and/or licensors will at all times retain all rights to Xerox Work, Xerox Client Tools and Xerox Tools and, except as expressly set forth herein, no rights to Xerox Work, Xerox Client Tools or Xerox Tools are granted to Customer. If required for royalty reporting purposes, Xerox may disclose Customer's name and address to the third party licensor of certain Xerox Tools. Xerox Tools will be installed and operated only by Xerox. Customer will have access to data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW, but Customer will have no rights to use, access or operate the Xerox Tools. Xerox may remove Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services. If Xerox Client Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services. Customer agrees not to decompile or reverse engineer any Xerox Work, Xerox Client Tools, or Xerox Tools. Xerox grants Customer a non-exclusive, perpetual fully paid-up, worldwide right to use, display and reproduce Xerox Work and Documentation only as required for use of the Services and Deliverables for Customer's customary business purposes, and not for resale, license and/or distribution outside of Customer's organization. Customer may not sublicense any rights granted to Customer hereunder, but may authorize a third party ("Designee") to use such rights, solely for Customer's benefit and Customer's internal business purposes. Any Designee operating or maintaining the delivered solution must be subject to written confidentiality obligations with respect to Confidential Information that are no less restrictive than those set forth in this SSA. Output of Services is Customer's sole and exclusive property and Xerox will have no rights therein, except as may be required for Xerox to perform Services. Assessments are provided for Customer's internal business use only, and not for resale, license and/or distribution outside of Customer's organization and the implementation of Assessments may not be performed by any third party. Except as expressly set forth in this Section, no other rights or licenses are granted to Customer. Any rights or licenses that are granted to Customer will immediately terminate if Customer defaults with respect to any of Customer's obligations related to such rights or licenses. Xerox reserves the right to terminate such rights or licenses if Customer defaults under any other obligation under a Services Contract.
9. **CUSTOMER RESPONSIBILITIES.**
- A. Customer will (i) provide the Customer Assets that Xerox needs to perform the Services and (ii) grant sufficient rights to enable Xerox and its agents to use all Customer Assets and Customer Content.
  - B. During the term of an Order, Customer will permit access to Customer personnel that Xerox needs to perform the Services.
  - C. Equipment prices include standard delivery charges for all Equipment and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery or removal charges will be at Customer's expense.
  - D. Customer will legally dispose of all hazardous wastes generated from use of Third Party Hardware and associated supplies.
10. **FUNDING.** Customer represents and warrants that all payments due and to become due during Customer's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the acquisition of the Products, and it is Customer's intent to use the Products for the entire lease term and to make all payments required under this Agreement or an Order. If (1) through no action initiated by Customer, Customer's governing body does not appropriate funds for the continuation of this Agreement or an Order for any fiscal year after the first fiscal year, this Agreement or the Order may be terminated. To effect this termination, Customer must, 30 days prior to the beginning of the fiscal year for which Customer's governing body does not appropriate funds for the upcoming fiscal year, notify Xerox that Customer's governing body failed to appropriate funds. Customer agrees to release the Equipment to Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. Customer will then be released from any further payments obligations beyond those payments due for the current fiscal year.

## 11. EARLY TERMINATION.

- A. **Equipment.** Equipment included in an Order is being provided for the entire term of the Order. If, prior to the expiration of an Order, Customer terminates Equipment or requires Equipment to be removed or replaced, or Xerox terminates the applicable Order due to Customer's default, Customer will pay all amounts due as of the termination date and the ETCs set forth in the applicable Services Contract.
- B. **Services.** Unless otherwise set forth in an SOW, Customer may terminate or reduce any Services upon 90 days prior written notice without incurring ETCs. Notwithstanding the foregoing, if any Services are terminated (i) by Xerox due to Customer's default, or (ii) by Customer and Customer acquires Services from another supplier within 6 months of the termination of such Services, Customer will pay all amounts due as of the termination date.
- C. **Amortized Services and Third Party Funds.** The cost of certain Services, such as consulting and training, may be amortized over the term of an Order ("Amortized Services"); or Xerox may provide funds to acquire Third Party Hardware, license Third Party Software, or retire debt on existing Third Party Hardware ("Third Party Funds"). Amortized Services and Third Party Funds are collectively referred to as "Funds". The Funds amount is included in the MMC. Notwithstanding Section 11.b above, if an Order is terminated prior to expiration for any reason, or if a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, Customer agrees to pay to Xerox (i) all amounts due as of the termination date, and (ii) ETCs equal to the remaining principal balance of the Funds, plus a 15% disengagement fee. Customer will be billed the 15% disengagement fee. Upon Customer's written request, Xerox will issue an adjustment invoice credit to be applied only against the 15% disengagement fee included in the 3<sup>rd</sup> party equipment and/or amortized service order. Customer will maintain the manufacturer's maintenance agreement for any Third Party Hardware and Third Party Software.

## 12. INDEMNIFICATION.

- A. Xerox, at its expense, if promptly notified by Customer and given the right to control the defense, will defend Customer from, and pay any settlement agreed to by Xerox or any ultimate judgment for, all claims by third parties for personal injury (including death) or damage to tangible property to the extent proximately caused by the willful misconduct or negligent acts or omissions of Xerox, its employees or agents in connection with this SSA.
  - B. Xerox, at its expense, if promptly notified by Customer and given the right to control the defense, will defend Customer from, and pay any settlement agreed to by Xerox or any ultimate judgment for, any claim not identified in (i)-(vi) below or subject to 12.c. below that any Services or Deliverables (excluding Third Party Products) infringe a third party's U.S. intellectual property rights. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing. Excluded herein are claims arising from or relating to: (i) Services performed using Customer Assets, Customer Content or other materials provided to Xerox by Customer for which Customer failed to provide sufficient rights to Xerox; (ii) Services performed, or Deliverables provided, to Customer's direction, specification or design, (iii) infringement resulting from or caused by Customer's misuse or unauthorized modification of systems or products; (iv) use of Services or Deliverables in combination with other products, services or data streams not provided by Xerox if such combination forms the basis of such claim; (v) Customer's failure to use corrections or enhancements to the Services or Deliverables provided by Xerox; and (vi) breach of Customer's representations and warranties in Section 9(b). If the use of the Services or Deliverables (excluding Third Party Products) are enjoined as a result of a claim under this Section, or in the reasonable opinion of Xerox are likely to be the subject of such a claim, Xerox will, at its option and sole expense, exercise any or all of following remedies: (w) obtain for Customer the right to continue to use such Services or Deliverables; (x) modify such Services or Deliverables so they are non-infringing; (y) replace such Services or Deliverables with non-infringing ones; or (z) terminate and/or accept the return of such Deliverables and refund to Customer any amount paid, less the reasonable rental value for the period such Deliverable was available to Customer.
  - C. Xerox will not indemnify customer or pay any settlement agreed to by Customer for third party claims arising out of or related to claims arising from or relating to Section 12.b(i)-(vi).
  - D. The indemnifying party is not responsible for any litigation expenses of the indemnified party or any settlements unless it pre-approves them in writing.
13. **LIMITATION OF LIABILITY.** Except for personal injury, property damage, and intellectual property damage (as described in Sections 8 and 12B), Xerox will not be liable to Customer, in the aggregate, for any direct damages in excess of the amounts paid by Customer to Xerox during the 12 months prior to the claim or \$50,000, whichever is greater. Neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this SSA or any Order hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory. This limitation of liability is not applicable to: (a) any specific indemnification obligations set forth in this SSA; (b) where either party has (i) exceeded the rights to the other party's intellectual property granted to it under this SSA, or (ii) misappropriated or infringed the other party's intellectual property under this SSA.
14. **ASSIGNMENT.** Both parties agree that neither party shall assign the contract without the prior written consent of the other party, and may not be accomplished by operation of law.
15. **FORCE MAJEURE.** Except for payment obligations, neither party will be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by circumstances beyond its reasonable control. The affected party will notify the other party of each such circumstance.

## 16. MAINTENANCE SERVICES.

- A. Except for Equipment identified as "No Svc", Maintenance Services will be provided for the Equipment during Xerox's standard working hours in areas open for repair service. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with

Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as Customer's exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. Notwithstanding anything to the contrary herein, Xerox will have no obligation to replace Equipment beyond its end of service date. There will be no additional charge for the replacement Equipment during the initial Term. Unless the applicable Order requires Xerox to provide meter readings, Customer will provide them using the method and frequency identified by Xerox. If Customer does not provide a meter reading, Xerox may reasonably estimate the reading and bill Customer accordingly.

- B. **Cartridges.** If Xerox is providing Maintenance Services for Equipment that uses Cartridges, Customer will use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Failure to use such Cartridges will void any warranty applicable to such Equipment. Cartridges packed with Equipment and/or furnished by Xerox as Consumable Supplies will meet Xerox's new Cartridge performance standards and may be new, remanufactured, or reprocessed and contain new and/or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. Many Equipment models are designed to function only with Cartridges that are newly manufactured, original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.
- C. **PC/Workstation Requirements.** For Equipment requiring connection to a PC or workstation, Customer must use a PC or workstation that either (i) has been provided by Xerox, or (ii) meets Xerox's published specifications.
17. **CONSUMABLE SUPPLIES INCLUDED.** If specified in an Order, Xerox will provide Consumable Supplies for Equipment. Consumable Supplies are Xerox's property until used by Customer, and Customer will (a) use them only with the Equipment included in the applicable Order, (b) return all Cartridges to Xerox as provided herein, and (c) at the end of the term of the applicable Order, return any unused Consumable Supplies to Xerox at Xerox's expense using Xerox-supplied shipping labels or destroy them in a manner permitted by applicable law. Should Customer's use of Consumable Supplies exceed Xerox's published yields by more than 10%, Xerox will notify Customer of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge Customer for such excess usage. If Xerox provides paper under a Services Contract, upon 30 days notice, Xerox may adjust paper pricing or either party may terminate the provision of paper.
18. **EQUIPMENT STATUS.** Unless Customer is acquiring Previously Installed Equipment, Equipment will be either: (a) "Newly Manufactured", which may contain some recycled components that are reconditioned; (b) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains both new components and recycled components that are reconditioned; or (c) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned. Xerox makes no representations as to the manufactured status of Third Party Hardware.
19. **TITLE, RISK OF LOSS AND PROTECTION OF XEROX'S RIGHTS.** Title to Equipment and Third Party Hardware will remain with Xerox unless purchased by Customer. Risk of loss for the Products will pass to Customer upon delivery. Customer will keep the Products insured against loss and the policy will name Xerox as Loss Payee. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to Equipment and Third Party Hardware.
20. **WARRANTIES AND DISCLAIMERS.**
- A. **Services Warranty.** Xerox warrants to Customer that the Services will be performed in a skillful and workmanlike manner. If the Services do not comply with the service levels in an applicable SOW, Customer will notify Xerox in writing detailing its concerns. Within 10 days following Xerox's receipt of such notice, Xerox and Customer will meet, clarify the Customer's concern, and begin to develop a corrective action plan ("Plan"). As Customer's exclusive remedy for such non-compliance, Xerox will either modify the Services to comply with the applicable service levels or re-do the work at no additional charge within 60 days of finalizing the Plan or another time period agreed to, in writing, by the parties.
- B. **Third Party Product Warranty.** For Third Party Products selected solely by Xerox for an Order, Xerox warrants they will operate substantially in conformance with applicable service levels in the SOW. If, within a reasonable time after provision of such Third Party Products, they cannot be brought into substantial conformance with the services levels in the SOW, and such non-conformance is a result of Xerox's use of such Third Party Products, Customer's exclusive remedy is to receive a refund of any fees paid for the non-conforming Third Party Products upon their return to Xerox. Xerox will pass through to Customer any warranties provided to it by the manufacturer or licensor of Third Party Products to the extent permissible.
- C. **Warranty Disclaimer and UCC Waiver.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, XEROX MAKES NO OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED; AND XEROX DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT,, AND ANY WARRANTIES RELATING TO DESIGN, PERFORMANCE, FUNCTIONALITY, OR COMPATIBILITY WITH CUSTOMER'S SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND AS PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.
- D. The warranties set forth in this SSA are expressly conditioned upon the use of the Services and Deliverables for the purposes for which they were intended or designed, and do not apply to Services or Deliverables subjected to misuse,

accident, alteration or modification by Customer or any third party (except as specifically authorized in writing by Xerox). In no event will Xerox be responsible for any failure to perform Services caused by: (i) Customer Assets, Customer Content, or services, maintenance, design implementation, supplies or data streams provided by Customer, Customer's agent or service provider to Xerox for use hereunder, (ii) Customer's failure to contract for the minimum types and quantities of Products required by Xerox to perform the Services, or (iii) Customer's failure to perform its obligations under Section 10.a. or b.

## 21. SOFTWARE TERMS.

- A. **Software License.** Xerox grants Customer a non-exclusive, non-transferable license to use in the U.S.: (i) Base Software only with the Equipment with which it was delivered; and (ii) Application Software only on any single unit of Equipment for as long as Customer is current in the payment of all applicable software license fees. Customer has no other rights to Software. The Base Software license will terminate; (y) if Customer no longer uses or possesses the Equipment; or (z) upon the expiration of any Order under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement. Third Party Software is subject to license and support terms provided by the vendor thereof.
- B. **Software Support.** For Base Software, Software Support will be provided during the initial term of the applicable Order and any renewal period, but not longer than 5 years after Xerox stops taking customer orders for the subject Equipment model. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (i) assure that Software performs in material conformity with its user documentation; (ii) provide available workarounds or patches to resolve Software performance problems; and (iii) resolve coding errors for the current Release and the previous Release for a period of 6 months after the current Release is made available to Customer. Xerox will not be required to provide Software Support if Customer has modified the Software. Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within 6 months. Feature Releases will be subject to additional license fees at Xerox's then-current pricing. Each Release will be considered Software governed by the provisions of this Section 21 (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware, and/or software from Xerox or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases. Xerox may annually increase Software license and support fees for Application Software. For State and Local Government Customers, this adjustment will take place at the commencement of each of Customer's annual contract cycles.
- C. **Disabling Code.** Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (i) Xerox is denied access to periodically reset such code; (ii) Customer is notified of a default under a Services Contract; or (iii) Customer's license is terminated or expires.
- D. **Diagnostic Software.** Diagnostic Software is a valuable trade secret of Xerox. Xerox does not grant Customer any right to use Diagnostic Software. Customer will allow Xerox reasonable access to the Equipment during Customer's normal business hours to remove or disable Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox.
- E. **Title and Rights.** Title and all intellectual property rights to Software and Diagnostic Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of Section 21.a). Customer will not, and will not allow its employees, agents, contractors, or vendors to: (i) distribute, copy, modify, create derivatives of, decompile or reverse engineer Software or Diagnostic Software; (ii) activate Software delivered with the Equipment in an inactivated state; or (iii) access or disclose Diagnostic Software for any purpose.
22. **REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view, or download any Customer data, documents, or other information residing on or passing through the Equipment or Customer's information **management systems**.
23. **DATA SECURITY.** Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability, and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.
24. **MISCELLANEOUS.** This SSA and the Services Contract(s) hereunder constitute the entire agreement of the parties as to its subject matter, supersede all prior and contemporaneous oral and written agreements, and will be construed under the laws of the State of Texas (without regard to conflict-of-law principles). In the event of any conflict between terms and conditions, the order of precedence will be this SSA, the SSO, and the SOW, except where expressly stated otherwise in this SSA. Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing, and recorded messages) using any phone number (including cellular) or electronic address that Customer provides to Xerox. In any action to enforce this SSA or any Services Contract hereunder, the parties agree to the jurisdiction and venue of the federal or state courts in Harris County, Texas. If a court finds any term of this SSA or any

Services Contract to be unenforceable, the remaining terms of this SSA and the Services Contract will remain in effect. The delay or failure by either Party to enforce any right or remedy under this SSA or any Services Contract will not constitute a waiver or forgiveness of such right or remedy. Xerox may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this SSA or any Order, which will be admissible in any action to enforce it. Except for documentation of Equipment replaced by Xerox for reasons other than trade-in, all changes to this SSA or any Order will be made in an amendment signed by both parties. Customer represents that: (a) it has the lawful power and authority to enter into this SSA, (b) the person signing this SSA or any Order is duly authorized to do so, (c) entering into this SSA will not violate any law or other agreement to which it is a party, (d) it is not aware of anything that will have a material negative effect on its ability to satisfy its payment obligations under this SSA or any Services Contract, and (e) all financial information it has provided, or will provide, to Xerox is true and accurate and provides a good representation of Customer's financial condition. Each party will promptly notify the other, in writing, of any change in ownership, or if it relocates its principal place of business or changes the name of its business. The following four clauses will control over every other provision in a Services Contract: (w) Customer and Xerox will comply with all laws applicable to the performance of its obligations hereunder, (x) in no event will Xerox charge or collect any amounts in excess of those allowed by applicable law, (y) any part of a Services Contract that would, but for this Section, be construed to allow for a charge higher than that allowed under any applicable law, is limited and modified by this Section to limit the amounts chargeable under such Services Contract to the maximum amount allowed by law, and (z) if in any circumstances, an amount in excess of that allowed by law is charged or received, such charge will be deemed limited to the amount legally allowed and the amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed or refunded to Customer.

## 25. DEFINITIONS.

- A. **"Application Software"** means software and accompanying documentation identified in an Order as "Application Software".
- B. **"Assessments"** means assessment and recommendation reports created by Xerox in the performance of assessment Services.
- C. **"Base Software"** means software and accompanying documentation provided with Equipment.
- D. **"Cartridges"** means Equipment components designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules.
- E. **"Confidential Information"** means this SSA, Orders and certain business information identified as confidential that each party may disclose to the other. Customer Content is considered Customer Confidential Information. Xerox Work, Xerox Tools, and Xerox Client Tools are considered Xerox Confidential Information.
- F. **"Consumable Supplies"** means black toner (excluding highlight color toner), black developer, Cartridges and, if applicable, fuser agent. For full-color Equipment Orders that include Consumable Supplies, Consumable Supplies also includes, as applicable, color toner and developer. For Equipment identified as "Phaser", Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits.
- G. **"Customer Assets"** means all hardware, software, and or workspace owned, leased, rented, licensed and/or controlled by Customer, and any services used by Customer that Xerox needs to use or access to enable Xerox to perform the Services.
- H. **"Customer Content"** means documents, materials, and data provided in hard copy or electronic format by Customer to Xerox containing information about Customer and/or Customer's clients.
- I. **"Deliverables"** means Products, Output of Services, Assessments, and Documentation.
- J. **"Developments"** means items created by Xerox and its employees, agents, and/or licensors, including, but not limited to, computer programs, code, reports, operations and procedures manuals, forms, design or other works of authorship or materials, in the course of performing Services.
- K. **"Diagnostic Software"** means software used by Xerox to evaluate or maintain the Equipment.
- L. **"Documentation"** means all manuals, brochures, specifications, information, and software descriptions, in electronic, printed, and/or camera-ready form, and related materials customarily provided by Xerox for Customer's use as part of the Services.
- M. **"Eligible Affiliate"** means any domestic entity which controls, is controlled by, or is under common control with Customer. Control (including the terms controls, controlled by and under common control with) means direct or indirect power to direct the management and policies of an entity.
- N. **"Equipment"** means Xerox-brand equipment.
- O. **"ETCs"** means early termination charges paid by Customer in the event of early termination, for loss of bargain and not as a penalty, as more fully defined in this SSA or the applicable Services Contract.
- P. **"Feature Releases"** means new releases of Software that include new content or functionality.
- Q. **"Maintenance Releases"** or **"Updates"** means new releases of Software that primarily incorporate compliance updates and coding error fixes.
- R. **"Maintenance Services"** means the services provided by Xerox (or a designated servicer) to keep the Equipment in good working order.
- S. **"MMC"** means the Monthly Minimum Charge identified in an Order which, along with any Additional Impression Charges, covers the cost for the Services, Products, and Maintenance Services. The MMC may also include lease

buyout funds, Third Party Funds, supplemental funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, amounts being financed or refinanced, and Amortized Services. One-time items are billed separately from the MMC.

- T. **“Order”** means any (i) SSO, (ii) SOW which references an applicable Services Contract Number and is signed by Customer and Xerox, or (iii) PO.
- U. **“Output of Services”** means electronic images created by scanning tangible documents containing Customer Content, or the content of any reports and other materials, created by Xerox specific to and for Customer per the applicable Order, but does not include software.
- V. **“PO”** means a Customer-issued purchase order accepted by Xerox that references an applicable Services Contract Number.
- W. **“Pre-existing Work”** means items used or incorporated into the Services or Deliverables, or developed or acquired by Xerox independent of performing the Services.
- X. **“Products”** means, collectively, Consumable Supplies, Equipment, Software, and Third Party Products.
- Y. **“Releases”** means, collectively, Maintenance Releases, Updates, and Feature Releases.
- Z. **“Services”** means managed services (e.g. copy center and mailroom services), consultative services, and/or professional services, including, but not limited to, assessment, document management, and imaging and language translation services.
- AA. **“Services Contract”** means this SSA together with one or more Orders designated by the same Services Contract Number.
- BB. **“Services Contract Number”** means a 10-digit number assigned by Xerox to each Services Contract.
- CC. **“Software”** means Application Software and Base Software.
- DD. **“Software Support”** means the support and maintenance of software provided by Xerox (or a designated servicer).
- EE. **“SSO”** means a Services and Solutions Order issued by Xerox pursuant to this SSA.
- FF. **“SOW”** means a statement of work describing Services and Deliverables which (i) is incorporated by reference into an SSO, or (ii) references an applicable Services Contract Number and is signed by Customer and Xerox.
- GG. **“Taxes”** means all taxes, fees, or charges of any kind (including interest and penalties) assessed by any governmental entity on this SSA or any Order hereunder or the amounts payable to Xerox under this SSA or any Order. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, or taxes on Xerox’s income.
- HH. **“Third Party Funds”** is defined in Section 11.c.
- II. **“Third Party Hardware”** means non-Xerox brand equipment.
- JJ. **“Third Party Products”** means, collectively, Third Party Hardware and Third Party Software.
- KK. **“Third Party Software”** means non-Xerox brand software.
- LL. **“U.S.”** means the United States and its territories and possessions.
- MM. **“Xerox Client Tools”** means certain Xerox proprietary tools (including any modifications, enhancements, improvements, and derivative works) that are owned by Xerox and are licensed to Customer for its use under an accompanying click wrap license agreement.
- NN. **“Xerox Tools”** means certain Xerox proprietary tools (including any modifications, enhancements, improvements and derivative works) used by Xerox to provide certain Services.
- OO. **“Xerox Work”** means, collectively, Developments and Pre-Existing Work.

**ENTER CUSTOMER NAME**

**XEROX CORPORATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

## **SCHOOL BOARD AGENDA ITEM SUMMARY**

August 22, 2011

**SUBJECT: CONSIDERATION AND APPROVAL OF MCKINSTRY TO PERFORM THE DIRECTED ENGINEERING STUDY (DES)**

**RECOMMENDED ACTION:** Approve the services of McKinstry to perform all engineering functions as required by SECO in order to qualify the district to receive a \$5,000,000 low interest loan from the state's LoanSTAR program as part of the school district's energy conservation compliance.

**RATIONALE:** The administration is required by state law to comply with mandated energy conservation regulations.

**BUDGET PROVISIONS/ACTION REQUIRED:** State/Local

**RESOURCE PERSONNEL:** Dr. Toby York  
Dr. Byron Terrier  
Mr. David K. Fluker  
Mr. Tracy Moser



## GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**David K. Fluker**  
Executive Director of Facilities Management

August 22, 2011

TO: DR. TOBY YORK  
DR. BYRON TERRIER

FROM: DAVID K. FLUKER

**SUBJECT: CONSIDERATION OF THE QUALIFICATIONS OF MCKINSTRY TO PERFORM UTILITY ASSESSMENT AS REQUIRED BY THE STATE ENERGY CONSERVATION COMMISSION (SECO) IN ORDER TO QUALIFY THE DISTRICT TO PARTICIPATE IN THE LOANSTAR PROGRAM (RFQ #081111-2).**

It is recommended that the Board of Trustees approve McKinstry as the Energy Service Company (ESCO) of record to perform a Directed Engineering Study (DES) in order to issue the Utility Assessment Report (UAR) as required by SECO.

### RATIONALE:

- All submitted Request For Qualifications (RFQs) were evaluated in compliance with the written published and distributed criteria.
- The evaluation committee is made up of district personnel from the Facilities Management, Finance and Maintenance departments.
- McKinstry was evaluated to be the most qualified respondent to the district's request and program needs.
- There were three (3) respondents to the RFQ and were evaluated and ranked as:
  - 1. McKinstry
  - 2. Johnson Controls
  - 2. Schneider Electric- tie
- The LoanSTAR Program is sponsored by SECO to assist school districts to comply with state mandated energy conservation programs in accordance with Texas School Law Bulletin 44.902 Long Range Energy Plan to Reduce Consumption of Electrical Energy.
- SECO provides low interest rate (3%) loans to assist public institutions in financing their energy cost reduction efforts. The maximum amount of any one loan is \$5,000,000 for a maximum period of 10 years.
- The loan must be repaid from the energy savings and guaranteed by the ESCO performing the actual work and installation of the new equipment.
- Included in the proposed loan are several of the costly items that are listed on the 2010 FCA report.

- The district has been pre-approved by SECO to receive \$5 million in LoanSTAR funds.
- Final approval will be based upon the UAR indicating that the loan can be repaid from the savings from energy consumption reductions and that there will be no cost to the district for the loan.
- This recommendation is in compliance with sections 44.901 (h) and 44.902 (a), (b), (c), and (d), and with sections 2254.003 and 2254.004 of the Texas School Law Bulletin 2010 edition.

**Goose Creek Consolidated ISD**

<b>Energy Cost Reduction Measures (ECRMs)</b>		<b>Estimated Cost of Implementation</b>
1	CHW System modifications at Fieldhouse and East Annex - Sterling HS	\$87,529
2	Decommission Bandhall and WB Gym Air-Cooled Chillers - Sterling HS	\$149,359
3	New DD VAV Systems at the Main Building - Sterling HS	\$541,241
4	New Chilled Water w/ Electric Heat AHUs for Vo/Ag Building - Sterling HS	\$452,176
5	Campus-Wide Reprogramming/Retrocommissioning/TAB - Sterling HS	\$256,410
6	Occupancy Sensors for HS Gyms and HS Classrooms - Sterling HS	\$49,519
7	Replace Metal Halide Fixtures at Pool and FH with T5HO fixtures - Sterling HS	\$37,756
8	Daylighting modifications for Commons Area at Sterling HS	\$15,385
9	Additional 21 Gyms - Replace 400W MH with T5HO fixtures & add occ sensors	\$249,359
10	District Wide Computer Power Management System	\$141,026
11	Replace Air-Cooled Chiller at Stuart Career Center	\$380,086
12	Replace Heating Water Boiler at Stuart Career Center	\$240,541
13	Add individual a/c units to MDF and IDF rooms	\$480,769
14	Web enabled thermostats for portable buildings	\$117,949
15	Replacement/Repair of Administration hvac split systems <b>FMC</b>	\$8,333
16	Remove Ice Tank, replace cooling tower and convert chiller plant to chilled water system - Smith ES	\$350,000
17	Remove Ice Tank, replace cooling tower and convert chiller plant to chilled water system - Lamar ES	\$350,000
<b>Subtotal - Subcontractor Costs</b>		<b>\$3,907,438</b>
	Project Development	\$160,256
	Project Management and Expenses	\$320,513
<b>Subtotal - Internal Costs</b>		<b>\$480,769</b>
<b>Total Implementation Cost ( Expected Simple Payback less than 10 years )</b>		<b>\$4,388,208</b>
		<u>Low End</u>
		<u>High End</u>
<b>Range of Actual Cost based on +/- 20% ROM estimate</b>		<b>\$3,510,566</b>
		<b>\$5,265,849</b>



# Goose Creek CISD DES PROPOSAL

BAYTOWN TEXAS  
AUGUST 22, 2011

FOR THE LIFE OF YOUR BUILDING

# DES Proposal

August 22, 2011

Goose Creek CISD  
3401 N. Main St.  
Baytown, TX 77520

Attention: David Fluker, Executive Director of Facilities Management

Subject: Infrastructure Services Request / Energy Services Performance Contract  
Directed Engineering Study Proposal

Dear Mr. Fluker:

Goose Creek CISD (CLIENT) is interested in improving the infrastructure of its facilities through an Energy Saving Performance-based Contract (ESPC) with McKinstry Essention, Inc. (MCKINSTRY).

## 1. Actions To Be Performed

MCKINSTRY will conduct a Directed Engineering Study (DES) for CLIENT. MCKINSTRY will develop and provide a comprehensive Energy Services Proposal (ESP) for the selected initiatives.

## 2. Directed Engineering Study (DES) Fee

The study will identify and analyze performance-based contracting measures. The preliminary list of opportunities to be investigated can be found in Attachment A: Preliminary Opportunity List. The end result of the DES shall be an Energy Services Proposal for the implementation of viable initiatives, utility cost savings, and payback information. The deliverables associated with the Energy Services Proposal can be found in Attachment B. CLIENT will reimburse MCKINSTRY for its time and expenses in the amount of **\$95,000** for this scope of work based on the Criteria for Implementation paragraph below.

## 3. Criteria for Implementation (Key Performance Indicators)

It is CLIENT's intent that MCKINSTRY will implement all approved projects that meet the following criteria:

1. Aggregate payback for approved water, mechanical, electrical, infrastructure work shall be equal to or less than the term to be funded, not to exceed 10 years.
2. Project cost savings and surpluses include, but are not limited to, operating cost reductions, maintenance cost reductions, avoided capital costs, increased access to revenues, utility cost avoidance including electricity, water, and natural gas, utility incentives, government grants, manufacturer rebates, tax credits, and other project related monetary subsidies.
3. The District is planning to enter into an Energy Savings Performance Contract as defined by Texas Education Code 44.901, for the purpose of acquiring funding through the State Energy Conservation Office (SECO). As such, McKinstry will develop for the CLIENT the following documents:
  - a. Utility Assessment Report (UAR)
  - b. Measurement and Verification Plan
  - c. Sample Periodic Utility Savings Report
  - d. Proposed ESP contract

## 4. Fee Billing Based On Criteria

CLIENT agrees to pay MCKINSTRY an amount as described in the Directed Engineering Study (DES) Fee section of this proposal for the design, engineering, and development of the Directed Energy Study within 30 days after the delivery of the Energy Services Proposal. However, CLIENT will have no obligation to pay this amount if:

1. CLIENT and MCKINSTRY enter into an Energy Savings Performance Contract within 30 days of delivery of the Energy Services Proposal. All costs incurred by MCKINSTRY in the execution of the Actions To Be Performed section of this proposal will be transferred into the ESPC.



# DES Proposal

2. The project cost savings and surpluses associated with the ESP do not offset the costs of the project within a period of 10 years or less.
3. The project documentation provided by MCKINSTRY and submitted to SECO (as described in Paragraph 3.3 above) does not meet with SECO approval, causing SECO to be unwilling to provide funding.

## 5. Requested Information

For effective execution of this agreement, we ask that CLIENT provide access to the following:

- Historical utility bills for the last 24 months.
- Accounting data to conduct due diligence with regard to water consumption by the District.
- Technical data to conduct due diligence with regard to water consumption by the District.
- All mechanical, electrical, architectural, plumbing, and structural drawings.
- All operational and maintenance information, balancing records, & specifications.
- Operational records related to the cost of maintaining specific equipment.
- Information with regards to any on-going maintenance contracts.
- Access to individuals that have relevant information pertaining to the day-to-day operation of energy using systems owned and operated by the District.
- Access to individuals that have relevant information pertaining to the day-to-day operation of water delivery systems in the District.

## 6. Timeline and Milestones

MCKINSTRY will initiate the scope of work immediately upon acceptance of this proposal. Formal progress review meetings will be conducted regularly throughout the DES phase. During these review meetings, MCKINSTRY will recommend measures based on preliminary analysis, while CLIENT will provide final direction regarding recommended measures. The goal of these review meetings is to focus engineering efforts, budgeting, and savings assessment on those measures that possess a high probability for implementation.

The following are key milestones:

- CLIENT Authorizes Directed Engineering Study (DES) no later than August 23<sup>rd</sup>, 2011.
- MCKINSTRY to deliver draft of the Directed Engineering Study (DES) to CLIENT no later than 60 days following authorization to proceed.
- Client and MCKINSTRY to review draft DES and make final revisions.
- Client submits DES to SECO prior to SECO deadline for review.
- Upon receipt of approval of DES by SECO, CLIENT obtains Board approval and authorizes MCKINSTRY to proceed with implementation of ESPC.

### Goose Creek CISD

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### MCKINSTRY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# Attachment A: Preliminary Opportunity List

- **CHW System modifications at Field House and East Annex at Sterling High School**
  - The chilled water systems at the field house, band hall, east annex and gym are constant volume and could be retrofitted with VFDs to save on pumping energy. Furthermore, the gym, field house, and east annex building systems are not equipped with 3-way or bypass valves and appear to be dead-heading the pumps under no load conditions. Band hall chilled water system should be added to the existing controls systems.
  - Includes VFDs, Mechanical, Controls, and TAB to modify CHW systems at the East Annex and Field House
- **Decommission Band Hall and WB Gym Air-Cooled Chillers at Sterling High School**
  - As additions and retrofits were performed on the high school, independent chilled water systems were added to cool these areas. It appears that the main building plant, which includes three water-cooled chillers and a chilled water storage tank, has adequate capacity to cool the newer additions. Potentially, the air-cooled chillers could be decommissioned and those areas could be piped to the main chilled water system. This would greatly increase cooling efficiency of those spaces.
  - Includes Mechanical piping modifications, removal of existing chillers, controls, and VFDs.
- **New DD VAV Systems at the Main Building at Sterling High School**
  - The main building is primarily served by constant volume dual duct air handlers and a mixing box for each zone. A pneumatic thermostat in each zone controls a damper in the mixing box which adjusts the amount of hot or cold air introduced into the space. This measure would include adding VFDs to all the air handlers and retrofitting the mixing boxes with independent volume dampers controlled by a DDC control and digital thermostat. Savings would be realized by reducing fan energy and limiting setpoint adjustments by the occupants.
  - Includes Controls for 87 (estimated) VAV boxes 6 VFDs and TAB.
- **New Chilled Water w/ Electric Heat AHUs for Vo/Aq Building at Sterling High School**
  - The Vocational building is served by several DX units with a dedicated stat. The building could potentially be retrofitted with roof-top units with water cooled coils by adding the system to the existing central chilled water plant. These units could also be added to the central DDC system for tighter control of the schedule and set points.
  - Includes Controls for the AHUs and CHWPump and VFD .
- **Campus-Wide Reprogramming/Retro-commissioning/TAB at Sterling High School**
  - Reprogram chiller plant to utilize chilled water storage tank more effectively
    - The chilled water tank is currently underutilized and appears to remain 98% charged most of the time. This measure would reprogram the chiller plant control strategy to increase the amount of time the tank is in use during the day This would limit the need for chillers during peak times of the day. Additionally, it's predicted the plant could cool the building primarily one chiller running loaded in tandem with the storage tank rather than cycling three chillers throughout the day.
  - Reprogram chiller staging to increase operating efficiency
    - The chillers are currently staging based on a return water temperature setpoint and a time delay. This is leading to all three chillers cycling on and off throughout the day when the building load is remaining relatively constant. This measure would reprogram the chiller staging strategy to increase the load on a single chiller before an additional chiller can be enabled. This would allow the chillers to operate more efficiently when in use and reduce chiller cycling.
  - Retro-commission controls system
    - During the building survey, several control discrepancies were found. This included constant volume fan powered boxes out of balance, space temperatures out of the control range, pumps/chillers running in hand, etc. A thorough retro-commissioning effort on the building including verifying

# Attachment A: Preliminary Opportunity List

sequences and control point to point checks would likely increase comfort conditions while decreasing the facilities' energy use.

- **Retro-commission/retrofit dedicated outside air system**
  - The main building is equipped with a dedicated outside air system that supplies and pre-conditions large volumes of outside air. Each outside air fan is controlled by a VFD; however there does not appear to be any control in place to modulate the VFD based on space ventilation requirements. Dampers, CO2 sensors, and a new sequence of operation could provide variable control and save energy on moving and conditioning fresh air.
- **Equipment/Occupancy Scheduling**
  - Currently all buildings are primarily controlled through one schedule. Therefore, if one space is used after school the entire campus continues to control to occupied space setpoints. The school could add unique schedules for the spaces most often used after school hours to allow for more efficient building use. Additionally setting back setpoints when spaces are not in use and providing occupancy override buttons or occupancy sensors to trip the system into occupied setpoints could provide additional savings.
- Includes McKinstry Commissioning, 3rd party reprogramming of selected systems, and validating the newly programmed components, associated TAB.
  
- **Replace Metal Halide Fixtures at Pool and FH with T5HO fixtures at Sterling High School**
  - Several areas in the field house are lit with high wattage metal halides that could be lit more efficiently with T8 or T5 fluorescent lighting. Furthermore, these new fixtures work better with occupancy sensors than metal halides. Inefficient outdoor lighting system could also be upgraded.
  - Includes replacing the 100W MH at the field house and the 400W MH in the pool area. Also includes replacing 8 "jelly jar" fixtures with LED security lights on the FH and removing the rest of the fixtures.
  
- **Daylighting modifications for Commons Area at Sterling High School**
  - Some areas throughout the campus appear to have adequate daylight for most of the school day. The lighting fixtures in these areas could be controlled with a daylighting sensor which would automatically turn fixtures off when natural light is sufficient.
  - Install sensors and necessary wiring to control the pool and commons areas for daylighting control.
  
- **District Wide (21) Gyms - Replace 400W MH with T5HO fixtures & add occ sensors**
  - Total of 21 gyms to replace 400W MH with T5HO fluorescent fixtures and install Occupancy Sensor System in each gym.
  
- **District Wide Computer Power Management System**
  - Install CPM for estimated 16,000 computers.
  
- **Replace Air-Cooled Chiller at Stuart Career Center**
  - 200 ton Carrier Air Cooled Chiller is past its useful life and needs to be replaced.
  - Review current building cooling load for right-sizing new chiller with more efficient chiller.
  - Add variable speed drives to 15 hp chilled water pumps and convert three-way valves to 2-way valves.
  
- **Replace Heating Water Boiler at Stuart Career Center**
  - Replace old Ajax hot water non-condensing boiler (1.6 million BTUh) with two (2) high-efficient (90%) condensing boilers, each sized for 50% of building peak load.

# Attachment A: Preliminary Opportunity List

- **Add individual a/c units to MDF and IDF rooms**
  - There are approximately three rooms per school, estimated total of 75. By adding individual dx units for cooling, will not need to run chilled water system when school is unoccupied.
- **Web enabled thermostats for portable buildings**
  - It is estimated that there are eighty (80) portable buildings, each with two (2) wall air conditioning units, that are not currently controlled.
  - Consider adding Prolifics remote control system, with global command for scheduling occupied and unoccupied temperature settings and time periods.
- **Replacement/Repair of HVAC split systems in Facility Management Building**
  - SECO Facility Preliminary Energy Assessment recommended replacement of one (1) 7 ½ ton dx unit over 20 years old.
  - Need to repair/add insulation to refrigerant lines for three of the units.
  - Need to add coil guards and comb fins on six condensing units.
- **Renovations to chilled water plant at Smith and Lamar Elementary Schools**
  - Remove existing BAC ice tanks.
  - Replace EVAPCO Cooling Tower.
  - Convert chillers from glycol to chilled water.
  - Remove plate and frame heat exchanger and convert primary/secondary chilled water system to variable flow primary system with new pumps and VFDs.
  - Size and add 3<sup>rd</sup> chiller to ensure adequate cooling capacity and optimize energy efficiency.
  - Make changes to building EMCS to accommodate new system design and control.
  - Provide as-built drawings.
  - Commission new system, including chiller plant, chilled water distribution, and air handlers to ensure building comfort and minimize energy consumption.
- **Modifications to Automotive Shop**
  - HVAC system currently not providing needed comfort and humidity control.
  - Need new control system.
  - Lighting retrofit.
- **Data Center**
  - Re-design HVAC system to provide adequate cooling while minimizing energy consumption.
- **Transportation Building**
  - Lighting efficiency upgrade.
- **Administration Building**
  - Lighting efficiency upgrade in small section of building.
- **Stalwart Stadium**
  - Two (2) large electric domestic hot water boilers to be replaced with smaller, gas instantaneous hot water generators.

# Attachment A: Preliminary Opportunity List

- **Cooling Tower modifications at Sterling High School**
  - Modify water distribution to and from towers to eliminate current overflow of water to sewer.
- **District Wide Water Conservation**
  - Water and Sewer cost minimization.
  - Repair, modify, or replace existing faucets, urinals, and stools.
  - Review irrigation systems for water conservation.

# Attachment B: DES Deliverables

## 1. Utility Assessment Report (UAR) including the following:

- a. The baseline utility consumption for the District including the data, methodology and variables used to compute baseline data, and the baseline calendar period which shall not be less than twelve (12) months;
- b. A description of the facilities which shall receive Equipment and Services provided by McKinstry;
- c. The cost effective Facility Improvement Measures (FIMs) to be installed or caused to be installed by McKinstry and a description of the FIMs analyzed but disqualified under the cost effectiveness criteria;
- d. The estimated utility savings that is expected to result from the installation of the Equipment and from the Services provided by McKinstry, and an explanation of the method used to make the estimate;
- e. The standards of service appropriate for the facility improvement measure;
- f. A description of how the estimated utility, operations and maintenance cost savings will be guaranteed by McKinstry;
- g. A description of the services that McKinstry will perform or cause to be performed on or in the facility or departments, including but not limited to engineering, construction management, the operations and maintenance procedures for use on McKinstry provided Equipment, training for facility personnel, warranty service provided, and equipment maintenance provided;

## 2. Measurement and Verification Plan (M&V)

- a. A detailed Measurement and Verification Plan in accordance with IPMVP and as stipulated by SECO.
- b. Cost of M&V plan over term of financing.

## 3. Energy Services Performance Contract (ESPC)

- a. Guaranteed maximum project price.
- b. A description of how MCKINSTRY shall be compensated with schedule of values.
- c. The nature and extent of the work and equipment that McKinstry anticipates it will receive from other firms under subcontract.
- d. A schedule for project completion.
- e. Cash flow analysis demonstrating total project price, including M&V and financing, paid from savings over term of financing.

# Attachment C: Terms and Conditions

## 1. Consulting Services

McKinstry Essention, Inc. (Energy Services Company) will provide services for the project named above as an independent energy services company to CLIENT and not as an employee, partner, or joint venture. The scope of our services is indicated in the attached McKinstry proposal letter dated August 22, 2011.

## 2. Compensation and Expense Reimbursement

McKinstry shall submit a final invoice within 30 days of delivery of the Directed Engineering Study (DES) in the amount described in the Directed Engineering Study Fee section of the proposal upon submission of the Energy Services Proposal (ESP). Payment will be made as outlined in the section above entitled Fee Billing Based On Criteria.

## 3. Termination

Either party may terminate this Agreement by giving ten (10) days written notice. In the event of such cancellation, McKinstry shall be entitled to compensation for serviced rendered to date of cancellation.

## 4. Indemnification

McKinstry specifically agrees to defend, indemnify, and hold harmless CLIENT, its officers, agents, and employees against any and all loss, damage, suits, liability, claims, demands or costs resulting from injury or harm to persons or property, including claims of McKinstry's own employees, arising out of or in any way connected to McKinstry's performance hereunder. In the event of concurrent negligence of McKinstry and the CLIENT, McKinstry shall be liable only to the extent of McKinstry's negligence. McKinstry's activities shall be deemed to include those of its officers, employees, agents, and sub consultants.

In the event of litigation between the parties to enforce the rights under the above paragraph, reasonable attorney's fees shall be allowed to the prevailing party.

## 5. Insurance

McKinstry shall procure and maintain for a period of the services, through insurance companies authorized to do business in the state of Texas, the following insurance coverage's at the limit of liability specified for each, with renewable deductibles subject to approval of the CLIENT:

- 1) Commercial General Liability Insurance—\$1 million combined single limit
- 2) Comprehensive Automobile Liability Insurance—\$1 million combined single limit
- 3) Workers Compensation—Complies with the Texas Workers Compensation Act

McKinstry shall name the CLIENT as "Additional Insured" for coverage (1) and (2). Coverage shall be primary and non-contributory. McKinstry shall provide CLIENT with Certificates of Insurance before work begins.

## 6. Waiver of Breach

The waiver by any party of a breach of any provision of this Agreement cannot operate or be construed as a waiver of any subsequent breach by a party.

## 7. Severability



# Attachment C: Terms and Conditions

If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity shall not affect the remaining provisions of the Agreement, which shall be read to give effect to the original intent of the parties.

## 8. Governing Law

This agreement shall be enforced in accordance with the laws of the State of Texas.



**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 22, 2010

**SUBJECT: CONSIDERATION OF ENDORSEMENT OF REPRESENTATIVES FOR TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) BOARD OF DIRECTORS, REGION 4, POSITIONS A & B**

**RECOMMENDED ACTION:** The Board will endorse one individual for Position A and one for Position B nominated from boards within its TASB District.

**RATIONALE:** The Board of Trustees should have input into the operations of the Texas Association of School Boards.

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

**RESOURCE PERSONNEL:** Dr. Toby York  
Board of Trustees



Board of Trustees

Joe M. Adams President	Rebecca Fox Vice President	Henry Dibrell Sergeant-At-Arms	Neal Howard Treasurer	Robert Shaw Secretary	Terry Huckaby Board Member	Bill Proctor, Ph.D. Board Member
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July 27, 2011

Charles York  
Superintendent  
Goose Creek CISD  
PO Box 30  
Baytown, TX 77522-0030

Dear Superintendent York:

This letter is to request your district's endorsement of my candidacy for the District 4A position on the Texas Association of School Boards Board of Directors. My name is **Joe Adams** and I am currently serving as President on the Katy ISD Board of Trustees. I have included a copy of my biographical sketch with this letter.

I was selected by the TASB Nominations Committee to fill an unexpired term on the TASB Board of Directors in January 2011. As a result, I must run for election at the Delegate Assembly in September and, if elected, will complete the last year of the previous representative's three year term.

I am asking for the privilege of being endorsed by your district because I feel that I have the time and the desire to make a difference in public education. I have spent the majority of my adult life volunteering in schools and the community and have a passion for education. I feel so fortunate to have had this opportunity and I feel that volunteering regularly in our schools has allowed me to truly understand the needs of students, parents, the community, and educators. I also enjoy networking with board members from all over the state and learning about their districts, concerns, and successes.

The endorsement process is very important in that a candidate who secures the endorsement of 25% or more of the Active Members from their district will be included on the official TASB ballot. Furthermore, a candidate who successfully obtains the endorsement of a majority of the Active Members in their district will be the sole nominee of the Nominations Committee. I would sincerely appreciate your support and that of the Goose Creek CISD Board of Trustees. A copy of the endorsement form is attached and I would appreciate it if you would consider putting this issue on your August board agenda. **The endorsement form must be returned by August 29, 2011** and should be sent to the following address:

TASB  
Attn: Management Services  
P.O. Box 400  
Austin, TX 78767-0400

Sincerely,

Joe M. Adams  
President, Board of Trustees



**ENDORSEMENT FORM**

Date \_\_\_\_\_

This form to be used to endorse a nominated individual from a BOARD within your TASB Region who has completed the June 30, 2011 requirements.  
**Endorsements will only be accepted if acted on from JULY 3 to AUGUST 29. Must be received in the TASB Austin office on or before AUGUST 29, 2011**

Sarah Winkler, Chair  
TASB Nominations Committee  
P. O. Box 400  
Austin, Texas 78767-0400

Dear Ms. Winkler:

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

**CANDIDATE INFORMATION**

NAME: Joe M. Adams  
SCHOOL DISTRICT: Katy ISD  
MAILING ADDRESS: 6301 S. Stadium Lane  
CITY: Katy, TEXAS ZIP 77492-0159

This endorsement was approved by our school district's board of trustees at a duly called meeting on \_\_\_\_\_  
(Date)

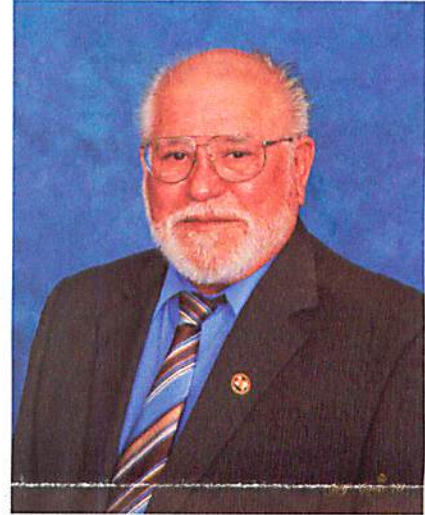
Sincerely,

\_\_\_\_\_  
(BOARD PRESIDENT)

NAME: \_\_\_\_\_  
SCHOOL DISTRICT: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_, TEXAS ZIP \_\_\_\_\_

**Must be received in the TASB Austin office on or before AUGUST 29, 2011**

**RETURN TO:  
TASB, Attn: Management Services  
P.O. Box 400, Austin, Texas 78767-0400  
or FAX (512) 467-3554**



June 14, 2011

Dear Superintendent and Fellow Trustees,

Once again, I call on you for your support and endorsement for TASB Director of District 4, Position B.

I have served on the TASB Board of Directors for Region 4, Position B for ten (10) years and on the Texas City I. S. D. Board of Trustees for twenty (20) years, serving as President and Vice President multiple times.

I have been involved in the community of Texas City for over fifty years and have been married to Maria Garza Guajardo for 56 years. Our marriage has produced two children, five grandchildren, and three great-grandchildren.

I first became involved with Hispanic issues in the early 1962 when I became a member of the Political Association of Spanish Organizations (PASO) in Palacios, Texas. I remained a member of PASO until 1975.

In 1963 we moved to Texas City, Texas. In 1965 my wife and I became members of LULAC Council #255 (Texas City). I remain a member of Council #255 today and have held all elected positions within our chapter. I have been instrumental in bettering educational, housing, and employment opportunities for countless underprivileged people in our community.

In 1974, I was instrumental in organizing the first Texas City "Cinco de Mayo" celebration, a celebration that continues to this very day. In 1975, the Mayor of the City of Texas City appointed me to the Board of Directors of the Housing Authority. I served on the Board through 1992 and was president of the Board for several years.

In 1976 I was the driving force that caused the implementation of bilingual education in the Texas City school system.

In 1977, I successfully fought the exclusion of Hispanic and African American teachers in Texas City ISD. That same year, I became the first Hispanic to run for public

office. Even though I was not elected, my candidacy produced a record number of votes in the election. Also in 1977, I was the driving force behind getting the first LULAC Recreational Park in the nation established in Texas City. The park was built on three acres of land that were donated by LULAC Council #255.

Additionally, my wife and I became the first husband and wife team to win the Man and Woman of the Year Awards from LULAC District 8 in 1977. During the same year, I served on the College of the Mainland Advisory Board. As part of that board, I was instrumental in curbing problems between students of different cultures (Hispanics, African Americans, and Whites).

In 1980, I was involved with Ser (Jobs for Progress) as either a supporter or a Board Member. The program used federal funds to train or re-train unemployed residents of our community and educated young adults with vocational or college training to make productive citizens of our young adults.

In 1987, while serving as President of the Texas City Housing Authority, I made a proposal to the Texas City Commission for a drug prevention program for the housing authority. In 1991, my proposal was approved and we received \$100,000 in federal funds.

Through the years, I have been a member of the Noon Optimist Club of Texas City, the Noon Lions Club of Texas City, and the Rotary Club of Texas City. Additionally, I am an active member of the First Presbyterian Church of Texas City where I serve as an elder and the Sunday School Superintendent. I am also on the Building Committee and the Personnel Committee of our church.

My community involvement has been extensive and is exemplified by the fact that my employer awarded me the Goodyear Spirit Award for my years of service and my civic accomplishments. In July, 2002, I was recognized by Congressman Nick Lampson for the many years of service to my community with a Congressional Recognition Award for civic service.

Sincerely,

A handwritten signature in black ink, appearing to read 'Manuel Guajardo, Jr.', written in a cursive style.

Manuel Guajardo, Jr.

**ENDORSEMENT FORM**

Date \_\_\_\_\_

This form to be used to endorse a nominated individual from a BOARD within your TASB Region who has completed the June 30, 2011 requirements.

**Endorsements will only be accepted if acted on from JULY 3 to AUGUST 29. Must be received in the TASB Austin office on or before AUGUST 29, 2011**

Sarah Winkler, Chair  
TASB Nominations Committee  
P. O. Box 400  
Austin, Texas 78767-0400

Dear Ms. Winkler:

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

**CANDIDATE INFORMATION**

NAME: Manuel Guajardo, Jr.  
SCHOOL DISTRICT: Texas City ISD  
MAILING ADDRESS: 1801 9th Avenue North  
CITY: TEXAS City, TEXAS ZIP 77590-5472

This endorsement was approved by our school district's board of trustees at a duly called meeting on \_\_\_\_\_  
(Date)

Sincerely,

\_\_\_\_\_  
(BOARD PRESIDENT)

NAME: \_\_\_\_\_  
SCHOOL DISTRICT: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_, TEXAS ZIP \_\_\_\_\_

**Must be received in the TASB Austin office on or before AUGUST 29, 2011**

**RETURN TO:  
TASB, Attn: Management Services  
P.O. Box 400, Austin, Texas 78767-0400  
or FAX (512) 467-3554**

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 22, 2011

**SUBJECT: CONSIDERATION OF BUDGET AMENDMENTS**

**RECOMMENDED ACTION:** Approve Amendment No. 26 and 27 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

**Goose Creek Consolidated Independent School District  
 Estimated Total General Fund Balance  
 As of August 22, 2011**

<b>Audited General Fund Balance as of August 31, 2010 (net of inventory and prepaid items)</b>	<b>\$60,545,365</b>
General Fund Balance Designations at August 31, 2010:	
Disaster Recovery	<u>(\$5,500,000)</u>
General Fund Balance Designations 2010-2011:	
Construction	<u>(\$5,000,000)</u>
	<u>(\$10,500,000)</u>
<b>Audited General Fund Balance less General Fund Designations as of February 28, 2011</b>	<b><u>50,045,365</u></b>
<b><u>Fund Balance Budget Amendments</u></b>	
9/27/10 #2 Purchase Order Roll-forward	(1,882,866)
10/11/10 #4 Construction Activities Due To West Town/Pumphrey Closing	(943,596)
10/25/10 #6 Replace Buses Involved in Wreck	(198,392)
11/22/10 #8 Construction Activities Due To Temporary Transportation Relocation	(256,681)
03/28/11 #11 Various Critical Projects - 2010 Facilities Condition Assessment Report	(2,528,226)
05/23/11 #16 FEMA and TEA Reimbursement for Hurricane Ike Damage	3,286,000
05/23/11 #18 Operating Transfer In from Self-Funded Health Insurance	157,306
<b>Total Change in Fund Balance</b>	<b><u>(\$2,366,455)</u></b>
<b>Current Estimated General Fund Balance</b>	<b><u>\$47,678,910</u></b>

BUDGET AMENDMENT

Amendment No. 26  
Food Service Fund  
Fund No. 240  
National School Breakfast and Lunch Program

APPROPRIATIONS (DECREASE)

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
240-00-3490-00-000-1-99-000	Food Service	<u>\$ -</u>	<u>\$ 64,000</u>	<u>\$ 64,000</u>

APPROPRIATIONS INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
240-35-6639-00-912-1-99-000	Capital Equipment	<u>\$ 25,000</u>	<u>\$ 64,000</u>	<u>\$ 89,000</u>

This amendment to increase appropriations \$64,000 in the Food Service Fund is requested by Pete Cote, Executive Director of Support Services and Special Projects, to incorporate into the district's books and records funds to purchase 6 steam tables (2 per school) for DeZavala, Harlem and Horace Mann to replace 6 steam tables that are inoperative or do not meet current health standards.



\_\_\_\_\_  
Signature

BUDGET AMENDMENT

Amendment No. 27  
General Fund & Debt Service Fund  
Fund No. 199 & 516  
Local Maintenance Fund & Interest Sinking Fund

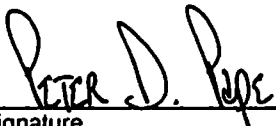
APPROPRIATIONS INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
199-00-8949-00-000-1-99-000	Prior Year Tax Refunds	<u>\$ 350,000</u>	<u>\$ 1,800,000</u>	<u>\$ 2,150,000</u>

APPROPRIATIONS INCREASE

BUDGET	TITLE	Adjusted Amount	Requested Change	Amended Amount
516-00-8949-00-000-1-99-000	Prior Year Tax Refunds	<u>\$ -</u>	<u>\$ 500,000</u>	<u>\$ 500,000</u>

This amendment to increase estimated appropriations \$1,800,000 in the General Fund and \$500,000 in Debt Service Fund is requested by Pete Pape, Chief Financial Officer, to incorporate into the district's books and records funds to allow the booking of prior year tax refunds.

  
\_\_\_\_\_  
Signature

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

**C L O S E D   M E E T I N G**

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

**Recess into Closed Meeting**

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

Texas Government Code Section:

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

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

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 22, 2011

**SUBJECT: CONSIDERATION OF PERSONNEL ACTION**

**RECOMMENDED ACTION:** Approve ten (10) elections subject to assignment;  
approve four (4) 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

August 22, 2011

## ELECTIONS

1. **Luis Alcala**, teacher, assigned to Special Education.

A. High School Attended	Deer Park High School
B. Degree Conferred	BA – UH
C. Hours in Teaching Areas	Elementary – 36; Bilingual – 24
D. Grades	Excellent
E. Experience	7 years
F. Certification	Standard Bilingual Generalist EC-4
G. Honors	Graduated Summa Cum Laude
H. Interviewers	S. Moore-Fontenot, Dr. T. Kelchner

2. **Alan Boudreaux**, teacher, assigned to Harlem Elementary School.

A. High School Attended	Ross S. Sterling High School
B. Degree Conferred	BS – UHCL
C. Hours in Teaching Areas	Elementary – 56
D. Grades	Excellent
E. Experience	None
F. Certification	Standard Generalist EC-6
G. Interviewers	S. Moore-Fontenot, M. Warford

3. **Hillary Brewer**, teacher, assigned to Carver Elementary School.

A. High School Attended	Ross S. Sterling High School
B. Degree Conferred	BS – UHCL
C. Hours in Teaching Areas	Elementary – 36; Special Ed – 24
D. Grades	Excellent
E. Experience	None
F. Certification	Standard Generalist EC-6, Special Ed EC-12
G. Honors	Honors Program, Dean's List
H. Interviewers	S. Moore-Fontenot, R. deLeon

4. **John Brown**, teacher, assigned to Gentry Junior School.

A. High School Attended	West Orange-Stark High School
B. Degree Conferred	BM – McNeese State
C. Hours in Teaching Areas	Music – 84
D. Grades	Excellent
E. Experience	5 years
F. Certification	Standard Music EC-12
G. Honors	Graduated Summa Cum Laude
H. Interviewers	S. Moore-Fontenot, D. Gillings

5. **Kristi Ferguson**, teacher, assigned to Ashbel Smith Elementary School.

A. High School Attended	GED
B. Degrees Conferred	BA – University of Southern Mississippi, ME – UHCL
C. Hours in Teaching Areas	Deaf Ed – 72
D. Grades	Excellent
E. Experience	9 years
F. Certification	Standard Hearing Impaired EC-12
G. Honors	Dean's List
H. Interviewers	S. Moore-Fontenot, P. Musick

6. **Michael Heinrich**, teacher, assigned to Highlands Junior School.

A. High School Attended	Ross S. Sterling High School
B. Degree Conferred	BA – Texas A&M
C. Hours in Teaching Areas	Speech – 56
D. Grades	Good
E. Experience	None
F. Certification	Standard Speech 8-12
G. Interviewers	S. Moore-Fontenot, K. Foxworth

7. **Sandra Hurtado**, teacher, assigned to Victoria Walker Elementary School.

A. High School Attended	Galena Park High School
B. Degree Conferred	BS – UHCL
C. Hours in Teaching Areas	Elementary – 48; Bilingual – 18
D. Grades	Excellent
E. Experience	None
F. Certification	Standard Bilingual Generalist EC-6
G. Honors	Dean's List
H. Interviewers	S. Moore-Fontenot, R. Meyer

8. **Kiabeth Lopez**, teacher, assigned to Victoria Walker Elementary School.

A. High School Attended	North Shore Senior High School
B. Degree Conferred	BS – UHCL
C. Hours in Teaching Areas	Elementary – 48; Bilingual – 18
D. Grades	Excellent
E. Experience	None
F. Certification	Standard Bilingual Generalist EC-6
G. Interviewers	S. Moore-Fontenot, R. Meyer

9. **Donna Moore**, teacher, assigned to Ross S. Sterling High School.

A. High School Attended	North Shore High School
B. Degree Conferred	BS – Texas A&M
C. Hours in Teaching Areas	Science – 56
D. Grades	Excellent
E. Experience	5 years
F. Certification	Provisional Secondary Science Composite 6-12
G. Interviewers	Dr. B. Cannariato, Dr. D. Beck

10. **Mallory White**, teacher, assigned to Peter E. Hyland Center.

A. High School Attended	Ross S. Sterling High School
B. Degree Conferred	BA – Texas State University
C. Hours in Teaching Areas	English – 48; Reading – 24; Speech – 12
D. Grades	Good
E. Experience	None
F. Certification	Standard English Language Arts/Rdg, Speech 8-121
G. Interviewers	Dr. B. Cannariato, M. Verdun

**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

Office of the Superintendent  
Baytown, Texas

August 22, 2011

**RESIGNATIONS**

1. **Jolanta Hoffmann**, choir director at Cedar Bayou Junior School, resigned effective August 3, 2011. Mrs. Hoffmann's husband was transferred to Virginia.
2. **Nicole Camp**, fifth-grade teacher at Carver Elementary School, resigned effective August 11, 2011. Ms. Camp accepted a counselor position with Humble ISD.
3. **Kenya Dukes**, campus instructional specialist at Ashbel Smith Elementary School, resigned effective August 15, 2011. Ms. Dukes accepted a position as a coordinator with another district.
4. **Kenya Nelson**, licensed specialist in school psychology intern, resigned effective August 11, 2011. Ms. Nelson resigned for personal reasons.

**SCHOOL BOARD AGENDA ITEM SUMMARY**

August 22, 2011

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

**RECOMMENDED ACTION:**     Approve Migrant Education Program Instructional Coordinator.

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

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

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

/jr

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

August 22, 2011

**ELECTION**

**Elma Villanueva** as Migrant Education Program Instructional Coordinator.

- |                      |  |
|----------------------|--|
| A. Degrees Conferred | Bachelor of Science and Master of Science<br>University of Houston Clear Lake  |
| B. Certification     | Provisional Elementary Bilingual/ESL<br>Provisional Elementary Art<br>Provisional Elementary<br>Standard Principal                                       |
| C. Experience        | 10 years – Teacher, Goose Creek CISD<br>3 years – Peer Facilitator, Goose Creek CISD<br>4 years – Bilingual Instructional Specialist<br>Goose Creek CISD |
| D. Interviewers      | Dr. Byron Terrier, Dr. Michael Coopersmith,<br>Susan Jackson, Holli Malloy, Ahime Ornelas,<br>Norma Picacio-Jones, Becky Robins                          |