



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**DATE, TIME, LOCATION: MONDAY, OCTOBER 17, 2011, 6:30 PM
REGULAR MEETING OF THE BOARD OF TRUSTEES
ADMINISTRATION BUILDING BOARD ROOM
4544 INTERSTATE 10, BAYTOWN, TEXAS**

AGENDA

1. CALL TO ORDER/DECLARATION OF QUORUM
2. OPENING EXERCISES
3. CITIZENS PARTICIPATION 2
4. ACTION ITEMS
 - A. Consideration of a Joint Election Agreement Between Lee College and Goose Creek CISD 3
 - B. Consideration of Board Resolution to Move Election Dates and Adjust Terms of Board Members 10
5. BOARD WORKSHOP 14
 - A. Goose Creek CISD Long Range Facility Planning
6. ADJOURNMENT

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

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

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.

SCHOOL BOARD AGENDA ITEM SUMMARY

October 17, 2011

**SUBJECT: CONSIDERATION OF A JOINT ELECTION AGREEMENT
BETWEEN LEE COLLEGE AND GOOSE CREEK CISD**

RECOMMENDED ACTION: Administration recommends approval of this interlocal agreement.

RATIONALE: To allow the District and Lee College to partner together so we may hold joint elections in May of odd-numbered years, for the purpose of electing members of the Board of Trustees.

BUDGET PROVISIONS: None

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

JOINT ELECTION AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS JOINT ELECTION AGREEMENT (the “Agreement”) is made and entered into effective this ___ day of _____, 2011, by and between the Goose Creek Consolidated Independent School District, a school district servicing portions of Harris and Chambers Counties, Texas (the “School”), and the Lee College District, a community college district servicing portions of Harris and Chambers Counties, Texas (the “District”) collectively referred to herein as the “Parties.”

WITNESSETH

WHEREAS, if the elections ordered by the governing bodies of either of the Parties hereto are to be held on the same day, such Parties shall hold such elections jointly, as hereinafter specified, if (i) the election precincts can be served by common polling places and common election officers pursuant to Chapter 271 of the Texas Election Code, and (ii) such common polling places and election officials are designated by the governing bodies of either of the Parties hereto; and

WHEREAS, holding joint elections will facilitate the orderly conduct of the elections when the location of the polling places for the voting precincts adequately and conveniently serves the affected voters of the Parties; and

WHEREAS, holding joint elections when appropriate by utilizing the services of the same election judges will be of public and economic benefit to the persons in the affected voting districts as well as to the Parties hereto;

NOW THEREFORE THE BOARD OF TRUSTEES OF THE GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, AND THE BOARD OF REGENTS OF THE LEE COLLEGE DISTRICT AGREE AS FOLLOWS:

I.

If the regular or special elections ordered by the governing bodies of either of the Parties are to be held on the same day, such Parties agree to hold such elections jointly as authorized by Chapter 271 of the Texas Election Code, to the extent specified herein. All joint elections held pursuant to this Agreement shall be coordinated, supervised, and handled in accordance with the provisions of the Texas Election Code. The Parties understand and agree that each Party hereto holding a joint election shall remain responsible for the lawful conduct of the election ordered by its governing body.

II.

Nothing herein shall relieve either Party hereto from enacting all appropriate election orders, resolutions, notices, and other pertinent documents required by or of its governing body, including, but not limited to, the making of submissions required by the Federal Voting Rights Act of 1965, as amended, and the preparation of necessary bilingual materials for notices. Furthermore, the Parties hereto will utilize voting methods approved by the Secretary of State and/or the laws of the State of Texas.

III.

A.

Each Party shall for its own election to be held on May 11, 2013 and future elections:

1. conduct candidate filings,
2. conduct drawings for places on its ballot,
3. appoint judges and alternates,
4. post its own election notices,
5. receive campaign finance reporting,
6. conduct early voting by personal appearance at its own facility,
7. canvass its election returns, and
10. take any other actions required of the entity by the Texas Election Code.

B.

Provided that the School holds an election on May 11, 2013, the School shall for the elections of the Parties to be held on May 11, 2013:

1. arrange for printing of ballots and rental of election polling place equipment and election tabulating equipment,
2. arrange for election supplies and printing, in English, Spanish, and Vietnamese. Such election supplies shall include, but not be limited to, all forms, signs, and other materials used by the election judges at the polling places,
3. conduct early voting by personal appearance at the School's Administration Building located at 4544 Interstate 10 East,
4. compensate judges and clerks, and
5. publish election notices for all of the Parties.

C.

Should the School not hold an election on May 11, 2013, the District shall also for its election:

1. conduct early voting by personal appearance at the District's Administration Building for the District;
2. arrange for printing of ballots and rental of election polling place equipment and election tabulating equipment,

3. arrange for election supplies and printing, in English, Spanish, and Vietnamese. Such election supplies shall include, but not be limited to, all forms, signs, and other materials used by the election judges at the polling places,
4. compensate judges and clerks, and
5. publish election notices for the District.

D.

The District shall for the elections of the Parties to be held on May 11, 2013, conduct early voting by personal appearance at the District's Administration Building, 909 Decker Drive. Should the District not conduct an election on May 11, 2013, branch early voting at the District's Administration Building shall not be conducted at that location.

IV.

The 2013 joint election shall be conducted at the election precincts prescribed by Harris County and a list of these precincts will be designated in writing prior to the election by Harris County, Texas after they are established. The early voting place for the School shall be the School District Administration Building with branch early voting at the District's Administration Building. The early voting place for the District will be in the District's Administration Building with branch early voting at the School's Administration Building. Should the District not conduct an election on May 11, 2013, branch early voting at the District's Administration Building shall not be conducted. The School shall conduct elections for School Trustee District One (1), Two (2), Four (4), and Five (5). The District shall conduct an election for three (3) Lee College Regents. Should either Party not be required to hold an election, notice of such shall be delivered to the other Party as provided in Article VII herein, and the other Party may conduct its election without involvement of the Party providing notice.

V.

A.

The Parties shall share polling locations, as appropriate, and appoint the same persons as election judges and alternate election judges, as appropriate. Each entity shall maintain the forms and records of its election and shall serve as the general custodian of records for its election.

Each Party holding a joint election will each be responsible for its proportionate share of the payroll costs for the election personnel jointly utilized by the Parties. For instance, if both of the Parties hereto hold a joint election, the cost of the election personnel utilized by such Parties shall be divided by two. The compensation of the judges shall be in accordance with Section 271.013 of the Texas Election Code. Election personnel not jointly utilized by the Parties shall be compensated by the Party utilizing such personnel.

The Parties agree that judges and clerks shall be compensated at the rate of THIRTEEN AND NO/100 DOLLARS (\$13.00) per hour and TEN AND NO/100 DOLLARS (\$10.00) per hour, respectively. No judge or clerk shall be paid for more than one hour of work before the polls open and no period of time subsequent to two hours after the voting is concluded by all voters offering themselves for voting during regular voting hours, whichever is later. The

election judges shall also receive \$10.00 per hour for attending training and \$25.00 for delivering election records and supplies.

B.

The Parties holding a joint election pursuant to the terms of this Agreement shall host a joint election school, covering topics deemed appropriate by the Election Administrators of the affected Parties. All election personnel employed in a joint election shall be required to attend the election school. Each Party will be responsible for its proportionate share of the cost of such school.

C.

Common expenses of the joint election shall be prorated between the Parties incurring and benefiting from such expenditures. Expenses shall include, but not be limited to, all necessary disbursements, such as judges and clerks. The School shall invoice the other Party for their pro rata portions of such joint expenses, which invoice shall be due and payable within thirty (30) days of receipt thereof. Under the terms of the Texas Election Code, no charge shall be incurred for use of public buildings to conduct an election. The parties shall meet following the May 11, 2013 election to review the administration and expenses of the joint election.

VI.

All payments required by any of the Parties hereto pursuant to this Agreement shall be made from the respective entity's current revenues at the time of the election in question. The Parties agree that the allocation of costs as specified herein fairly and adequately compensates the Parties for the services required herein. All the expenses required to be paid herein shall be due on or before the thirtieth (30th) day after a Party receives an invoice for such expense or the service is provided, whichever occurs later. Any payment not timely paid in accordance with this article shall accrue interest at the rate specified in Section 2251.025 of the Texas Government Code. Should the School be involved in a joint election, the School shall be the fiscal agent for the collection of funds and the payment of personnel and equipment jointly utilized by the Parties to the election. Should the School not be involved in a joint election, the District shall be the fiscal agent for the collection of funds and the payment of personnel and equipment utilized by the District for the election.

VII.

Should a governing body of a Party hereto cancel an election pursuant to Section 2.051, et seq. of the Texas Election Code or enjoined from holding an election, such Party must send written notice of such cancellation to the Parties with whom it was to hold a joint election within ten (10) calendar days of the action of the governing body to cancel the election. Should the terms of this article be satisfied, the Party canceling the election will be responsible for its share of the costs and expenses through the cancellation date, provided the election is not cancelled by all of the Parties who were to hold a joint election. If the election is cancelled by all of the Parties who were to hold a joint election pursuant to the terms hereof, then the Parties shall be responsible for the proportionate share of the expenses paid up to the date of the cancellation.

VIII.

All records of the joint election are to be maintained by the Parties. The presiding judges shall bring the election returns, and supplies to the central counting station at the School's Administration Building immediately after the polls close on election day. Should the School not hold an election on May 11, 2013, the presiding judges shall bring the election returns and supplies to the central counting station at John B. Tucker Lecture Hall immediately after the polls close on election day.

IX.

The Parties shall comply with all rules, regulations, and laws of the United States of America, the State of Texas, as they now exist or may hereafter be enacted or amended, governing elections.

X.

This Agreement shall be in effect from and after the date of execution.

XI.

All notices required to be given hereunder shall be given in writing either by telecopier, overnight, or facsimile transmission, certified or registered mail at the respective addresses of the Parties set forth herein or at such other address as may be designated in writing by either Party. Notice given by mail shall be deemed given three (3) days after the date of mailing thereof to the following addresses:

SCHOOL

Goose Creek Consolidated Independent School District
Attn: Superintendent of Schools
Dr. Toby York
P.O. Box 30
Baytown, TX 77522
Fax: (281) 420-4815

DISTRICT

Lee College District.
Attn: President
P.O. Box 818
Baytown, TX 77522-0818
Fax: (281) 425-6555

XII.

Failure of either Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

XIII.

This contract shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Baytown, Harris and Chambers Counties, Texas.

XIV.

All Parties agree that should any provision of this contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this contract, which shall continue in full force and effect.

XV.

This Agreement contains all the agreements of the Parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. This Agreement shall not be amended or modified without the express written consent of the Parties hereto.

XVI.

The officers executing this Agreement on behalf of each Party hereby confirm that such officers have full authority to execute this Agreement and to bind the Party he/she represents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers this the _____ day of _____, 2011.

GOOSE CREEK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT:

ATTEST:

Signature

Signature

Printed Name

Printed Name

Title

Title

LEE COLLEGE DISTRICT:

ATTEST:

Signature

Signature

Printed Name

Printed Name

Title

Title

SCHOOL BOARD AGENDA ITEM SUMMARY

October 17, 2011

**SUBJECT: CONSIDERATION OF BOARD RESOLUTION TO MOVE
ELECTION DATES AND ADJUST TERMS OF BOARD MEMBERS**

RECOMMENDED ACTION: Administration recommends approval of this resolution.

RATIONALE: To allow the District to move its election dates from the second Saturday in May of even-numbered years to the second Saturday in May of odd-numbered years, for the purpose of electing members of the Board of Trustees, and change the terms of office of its members from three-year to four-year terms.

BUDGET PROVISIONS: None

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

**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BAYTOWN, TEXAS**

BOARD RESOLUTION

WHEREAS, in its 82nd Legislative Session the Texas Legislature passed Senate Bill 100, which in part addresses election dates for political subdivisions; and

WHEREAS, Texas Election Code section 41.001 authorizes the governing bodies of political subdivisions to conduct general and special elections on the second Saturday in May or the first Tuesday after the first Monday in November; and

WHEREAS, recent amendments to Texas Election Code section 41.001, from Senate Bill 100, provide that a county elections administrator is not required to enter into a contract to furnish election services for elections held in May of even-numbered years; and

WHEREAS, Texas Education Code section 11.0581 requires elections for school district trustees to be held jointly with certain other political subdivisions; and

WHEREAS, further amendments to Texas Education Code section 11.059 provide a transition process for school boards to move election dates and adjust terms of office; and

WHEREAS, such a transition process must be approved no later than December 31, 2011,

Now be it therefore RESOLVED that:

THE GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (ISD) BAYTOWN, TEXAS moves its election date from the second Saturday in May of even-numbered years to the second Saturday in May of odd-numbered years, for the purpose of electing members of the Board of Trustees and changes the terms of office for its members from three-year to four-year terms.

Be it further RESOLVED that the following transition schedule is hereby agreed to and provides that:

The transition schedule for Goose Creek Consolidated ISD shall begin with the first election held by the district after January 1, 2012. Members previously scheduled to stand for election in May 2012 to full three-year terms will have their terms extended to the new election date in May 2013.

Members previously scheduled to stand for election in May 2013 will have their terms end in May 2013. At the May 2013 election, those positions will be open for election for full new four-year terms. Additionally, the positions previously scheduled for election in May 2014, will be extended to the election held in May 2015.

After this transition, the board will elect members to terms of four years in May of odd-numbered years.

Be it further RESOLVED that:

In all future elections, Goose Creek Consolidated Independent School District of Baytown, Texas will enter into a joint election agreement with Lee College District of Baytown, Texas, a public community college district in which the Goose Creek Consolidated Independent School District shares common boundaries.

APPROVED, this _____ day of _____, 20__, by the Board of Trustees of the Goose Creek Consolidated Independent School District.

GOOSE CREEK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT:

ATTEST:

Signature

Signature

Printed Name

Printed Name

Title

Title

GOOSE CREEK CISD BOARD OF TRUSTEES
OFFICE TERMS
 August 2011

The table below addresses Board of Trustees terms if the District elects to go to a May election during odd-numbered years. Also, if the District decides on odd-numbered years' election, it would have to contract with another entity (which would be Lee College since the City has decided to have its election in November).

NAME	CURRENT TERM	EXTENDED FOUR-YEAR TERM	EXTENDED TERM
Mr. Ken Martin	2011-2014	2011-2015	2015-2019
Mr. Daniel Blackford	2011-2014	2011-2015	2015-2019
Ms. Jenice Coffey	2009-2012	2009-2013	2013-2017
Mr. Howard Sampson	2010-2013	2010-2013	2013-2017
Mr. Agustin Loreda	2009-2012	2009-2013	2013-2017
Mr. Jimmy Smith	2011-2014	2011-2015	2015-2019
Mr. Carl Burg	2010-2013	2010-2013	2013-2017

BOARD WORKSHOP

Goose Creek CISD Long Range Facility Planning