



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**DATE, TIME, LOCATION: MONDAY, FEBRUARY 13, 2012, 6:30 PM
REGULAR MEETING OF THE BOARD OF TRUSTEES
ADMINISTRATION BUILDING BOARD ROOM
4544 INTERSTATE 10, BAYTOWN, TEXAS**

AGENDA

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

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



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BYRON P. TERRIER, Ed.D.

DEPUTY SUPERINTENDENT
ADMINISTRATIVE SERVICES

January 30, 2012

TO: Dr. Toby York
FROM: Dr. Byron Terrier
SUBJECT: Opening Exercises for February 13, Board Meeting

The opening exercises for the February 13, 2012, Board Meeting will be given by students from Highlands Elementary.

The pledges will be led by Kennedy Jacquet and Atly Wright.

The following students will be singing Beatles songs:

Myreya Avila	Isabel Badall	Cole Bergeron
Macy Burns	Taylor Carter	Ayana Davies
Kandyce Dutton	Caide Hurley	Kennedy Jacquet
Payton Keyes	Marissa Lemus	Hayden Linder
Colton Mohler	Avi Rambarran	Madison Wood
Atly Wright	Vianey Trejo	

The students are under the direction of teachers, Mrs. Donna Johnson and Mrs. Deidre Richard and principal, Mrs. Ruth Perrin.

/ck

**RECOGNITIONS
AND
ACKNOWLEDGEMENTS**



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BYRON P. TERRIER, Ed.D.
DEPUTY SUPERINTENDENT
ADMINISTRATIVE SERVICES

February 13, 2012

TO: DR. TOBY YORK
FROM: DR. BYRON TERRIER
SUBJECT: DISTRICT RECOGNITION

United Way of Baytown members Mr. David Mohlman and Ms. Kris Barry will recognize the following campuses in the District for participation in the 2011 United Way Campaign.

Campuses receiving recognition are:

- Highest Participation – George W. Carver Elementary
- Highest Participation Increase – Victoria Walker Elementary
- Highest Participation, Small Facility – School Community Guidance Center
- Highest Contributions – Highlands Elementary
- Highest Contributions Increase – Victoria Walker Elementary
- Highest Contributions/Highest Contributions Increase, Small Facility – Peter E. Hyland Center

/ck

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

January 12, 2012

SPECIAL MEETING

The Board of Trustees of the Goose Creek Consolidated Independent School District met in a Special Meeting on Thursday, January 12, 2012, in the Board Room of the Administration Building, 4544 Interstate 10, 6:35 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 Ken Martin

ABSENT: None

OPENING EXERCISE

Board Secretary Daniel Blackford asked for a Moment of Silence and gave the prayer. The pledges of allegiance to the United States and Texas flags were led by Assistant Secretary Jimmy Smith.

SPECIAL MEETING

CLOSED MEETING – Superintendent’s Evaluation

At approximately 6:42 p.m., President Jenice Coffey recessed the Special Meeting into a Closed Meeting with the following statement:

“This Board will now recess into a Closed Session pursuant to the following section of the Texas Opening Meetings Act: 551.074, Discussing personnel or to hear complaints against personnel – Discussing Superintendent’s Evaluation. No action will be taken while the Board is in Closed Session.”

Board Reconvenes into Special Meeting

At approximately 9:10 p.m., the Board reconvened into Special Meeting with President Coffey presiding. No action was taken while in Closed Session.

ADJOURNMENT

President of the Board Jenice Coffey adjourned the Workshop at approximately 9:10 p.m.

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

January 23, 2012

REGULAR MEETING

The Board of Trustees and the Administrative Staff of the Goose Creek Consolidated Independent School District met in a Regular Board Meeting on Monday, January 23, 2012, 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 Ken Martin

ABSENT: None

Mr. Loreda arrived at approximately 6:41 p.m.

OPENING EXERCISE

The opening exercises for the January 23, 2012, Board Meeting were given by the students of Robert E. Lee High School. The pledges of allegiance were led by Cailun Fite and Clay Leatherwood. Board Member Carl Burg asked for a Moment of Silence and gave the prayer.

PUBLIC HEARING

GCCISD Proposed Single-Member Board of Trustees Redistricting

The Board held a public hearing on the District's GCCISD Proposed Single-Member Board of Trustees Redistricting.

Executive Director of Support Services and Special Projects Pete Cote presented a PowerPoint presentation and overview of the GCCISD proposed Single-Member Board of Trustees Redistricting.

The public hearing was adjourned and immediately convened into the regular meeting.

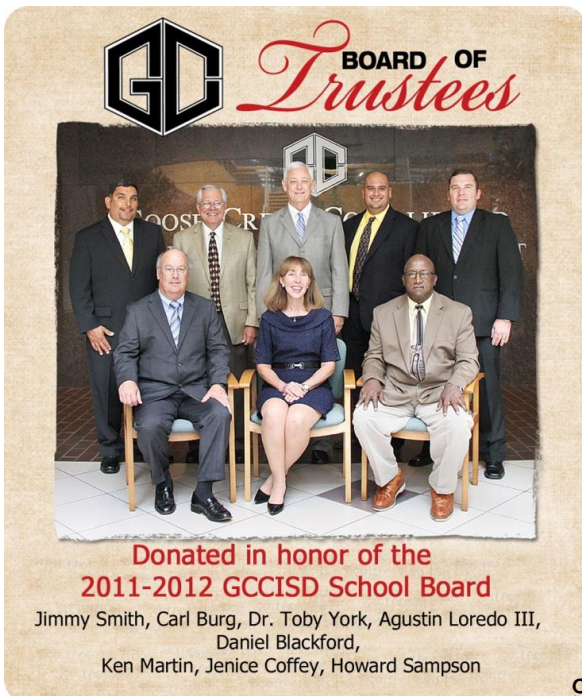
RECOGNITIONS AND ACKNOWLEDGEMENTS

In recognition of School Board Appreciation Month, the following schools placed books in the school library in appreciation of the Board's dedicated service to the school children of the GCCISD community.

The GCCISD School Library Program honored Board members for their dedication and support of students, staff, and administration.

The following schools placed in each school library a print book and an e-book in honor of the Board members:

ALAMO	<u>Early Explorers of Texas</u> by Greg Roza
ASHBEL SMITH	<u>The Crossing: How George Washington Saved the American Revolution</u> by Jim Murphy
AUSTIN	<u>The Underground Gators</u> by Tina Casey
BOWIE	<u>The Last Leopard</u> by Lauren St. John
CARVER	<u>May I help you? Kids Talk About Caring</u> by Pamela Hill Nettleton
CROCKETT	<u>Learning Green: Careers in Education</u> by Suzy Gazlay
DEZAVALA	<u>Manners Mash-Up, a Goofy Guide to Good Behavior</u> by Tedd Arnold
HIGHLANDS	<u>The Miraculous Journey of Edward Tulane</u> by Kate DiCamillo
HARLEM	<u>Mirror Mirror: a Book of Reversible Verse</u> by Marilyn Singer
HOPPER	<u>Why Did The Chicken Cross The Road? Fourteen Artists Answer the Famous Question</u> by Tedd Arnold
LAMAR	<u>Amazing Faces</u> by Lee Bennett Hopkins
SAN JACINTO	<u>Peas</u> by Keith Baker
TRAVIS	<u>Late for School</u> by Stephanie Calmenson
V. WALKER	<u>The Best Time to Read</u> by Debbie Bertram & Susan Bloom
CEDAR BAYOU	<u>The Scorch Trials</u> by James Dashner
BAYTOWN	<u>Cooking for Guys</u> by Tod Dimmick
GENTRY	<u>Harriet Ross Tubman</u> by Don Troy
HIGHLANDS	<u>Jeremy Fink and the Meaning of Life</u> by Wendy Mass
HORACE MANN	<u>The Britannica Guide to Explorers and Explorations that Changed the Modern World</u> by Britannica Educational
LEE	<u>Milestone Documents of American Leaders: Exploring the Primary Sources of Notable Americans</u> by - Schlager Group
STERLING MEMORIAL	<u>Great American Documents</u> compiled by Michael Young <u>Letters to a Young Teacher</u> by Jonathan Kozol



Elementary School E-Book	<u>Battle of the Books</u>
Middle School E-Book	<u>Go Straight to the Source- Primary and Secondary Sources</u>
High School E-Book	<u>Fiske Real College Essays That Work</u>

The following individual campuses donated additional books in appreciation of Board Recognition:

ASHBEL SMITH	<u>National Geographic Little Kids: First Big Book of Dinosaurs</u> by National Geographic.
SAN JACINTO	<u>Totally Wonderful Miss Plumberry</u> by Michael Rosen.
HIGHLANDS JUNIOR	<u>Chicken Soup for the Kid's Soul: 101 Stories of Courage, Hope and Laughter</u> : compiled by Jack Canfield.
BAYTOWN JUNIOR	<u>Reluctant Heroes, True Five-Minute-Read Adventure Stories for Boys</u> by Kendall Haven.
HORACE MANN	<u>The First Lunar Landing</u> by Dennis Fraden.
STERLING HIGH	<u>FBI-Kessler, Material World-Menzel, Encyclopedia of Chemistry-Rittner, Hispanic Literature of the United States-Kanellos, World Religions-Pollock, Elements-Gray, and Words That Changed the World-Vilade.</u>

To honor the Board's continuing service to the children of this community, the Board was honored with certificates from Justice of the Peace Don Coffey. In addition, the Board was presented with a Proclamation for School Board Recognition month by Baytown Mayor Stephen Don Carlos. Also, ARAMARK provided dinner for Board members and administrators.

CITIZENS PARTICIPATION

No one registered to address the Board of Trustees.

DISPOSITION OF MINUTES

December 12, 2011, Regular Meeting and January 10, 2010, Regular Meeting/Workshop

Mr. Martin moved and Mr. Sampson seconded the motion **THAT THE BOARD APPROVE THE MINUTES FOR DECEMBER 12, 2011, AND JANUARY 10, 2011, REGULAR MEETING/WORKSHOP AS CORRECTED.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loreda, and Mr. Martin voting for the motion.

December 12, 2011, Regular Meeting Revision:

Board Vice President Howard Sampson asked for a Moment of Silence and gave the prayer.

ITEMS OF DISCUSSION/ACTION

8373. CONSIDERATION OF SUPERINTENDENT’S REPORTS

- 1. GCCISD Transportation Update**
- 2. GCCISD Long Range Facilities Plan Update**

1. GCCISD Transportation Update

Dr. Byron Terrier, Assistant Superintendent of Administrative Services, Pete Cote, Director of Support Services and Special Projects, and Rick Walterscheid, Director of Transportation, presented a PowerPoint presentation of the Goose Creek CISD Transportation Update.

2. GCCISD Long Range Facilities Plan Update

Dr. Byron Terrier, Assistant Superintendent of Administrative Services, and David Fluker, Executive Director of Facilities Management, presented a PowerPoint presentation of the GCCISD Long Range Facilities Plan Update.

8374. CONSIDERATION OF THE FISCAL YEAR 2009-2010 FINANCIAL AUDIT REPORT

Mr. Loredo moved and Mr. Burg seconded the motion **THAT THE BOARD APPROVE THE 2009-2010 ANNUAL FINANCIAL AUDIT REPORT AS PRESENTED BY START & BUSCH, LLC.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion.

8375. CONSIDERATION OF THE BUDGET CALENDAR FOR THE FISCAL YEAR 2012-2013 BUDGET

Mr. Loredo moved and Mr. Blackford seconded the motion **THAT THE BOARD APPROVE THE BUDGET CALENDAR FOR FISCAL YEAR 2012-2013.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion

8376. CONSIDERATION OF RESOLUTION AND CONSENT WITH THOMPSON AND HORTON LLP

Mr. Loredo moved and Mr. Martin seconded the motion **THAT THE BOARD ADOPT THE RESOLUTION AND APPROVE CONSENT WITH THOMSON AND HORTON LLP TO REPRESENT THE SCHOOL DISTRICT IN LITIGATION TO CHALLENGE THE CONSTITUTIONALITY OF THE EXISTING SYSTEM OF FINANCING PUBLIC SCHOOLS IN TEXAS.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion.

Approval of retention of the law firm of Thomson and Horton LLP is according to the terms of the engagement letter provided by the firm.

8377. CONSIDERATION OF TAX REFUNDS

Mr. Loredo moved and Mr. Smith seconded the motion **THAT THE BOARD APPROVE TAX REFUNDS IN ACCORDANCE WITH SECTION 31.11 OF THE STATE PROPERTY CODE WITH THE PROVISION THAT NO TAXES ARE OWED BY THE REFERENCED PARTIES ON ANY ACCOUNT.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion.

Tax Refunds:

BBVA Compass Bank	\$40,506.66
GE Capital Technology Management	<u>8,013.57</u>
	\$48,520.23

**8378. FUTURE BOARD AGENDA ITEMS
BOARD TRAINING
BOARD MEETINGS**

Future Board Agenda Items

- Teacher Term Contract, Feb. 13
- 2012-13 Instructional Calendar, Feb. 13
- PBMAS Update, Feb. 13
- Standardized Dress, Feb. 27
- Long Range Facilities, Feb. 13
- Early College High School (ECHS), Feb. 27

Board Meetings/Workshops

- February 8, 2011, 5:30 p.m., Gulf Coast Area Association of School Boards Meeting
- February 16-18, 2012, Winter Governance & Legal Seminar, Corpus Christi
- Add March 8, 2012, Board Workshop (STAAR Implementation)
- Cancel March 12, 2012, Regular Board Meeting due to Spring Break

Mr. Burg moved and Mr. Loredo seconded the motion **THAT THE BOARD SCHEDULE A BOARD WORKSHOP ON MARCH 8, 2012, 6:30 P.M., AND CANCEL THE MARCH 12, 2012, REGULAR BOARD MEETING.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loredo, and Mr. Martin voting for the motion.

President Coffey asked Board Members to review the current Board Operating Procedures before the next regular meeting.

CLOSED MEETING

At approximately 8:38 p.m., President Jenice Coffey recessed the Regular Meeting into a Closed Meeting with the following statement:

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

Board Reconvenes into Regular Session

At approximately 9:53 p.m., the Board reconvened into Regular Session with President Jenice Coffey residing. No action was taken while in Closed Session.

8379. CONSIDERATION OF PERSONNEL ACTION

Mr. Smith moved and Mr. Sampson seconded the motion **THAT THE BOARD APPROVE THREE ELECTIONS AND ACCEPT TEN RESIGNATIONS.** The motion passed with Ms. Coffey, Mr. Sampson, Mr. Blackford, Mr. Smith, Mr. Burg, Mr. Loreda, and Mr. Martin voting for the motion.

Election:

1. **Amy Clanton**, teacher, assigned to Robert E. Lee High School.
2. **Christina Robinson**, teacher, assigned to Goose Creek Memorial High School.
3. **Krystal Rogers**, teacher, assigned to Harlem Elementary School.

Resignations:

1. **Dr. Bernard Cannariato**, Director of Personnel for Goose Creek CISD, is retiring effective December 31, 2012. Dr. Cannariato will have been with the District 15 years, but has a total of 30 years outside the district.
2. **Mary Elms**, speech pathologist at Ashbel Smith Elementary School, is retiring effective June 6, 2012. Ms. Elms has been with the District 32 years.
3. **Shelly Frank**, deaf education speech therapist for East Harris County Coop, is resigning effective June 6, 2012. Ms. Frank is seeking employment in the private sector and going back to school.
4. **Keesha Luna**, social studies teacher at Goose Creek Memorial High School, is resigning effective June 6, 2012. Ms. Luna is moving to Indiana with her husband.
5. **Stacey Lundberg-Stiff**, dyslexia teacher at Gentry Junior School, is resigning effective June 6, 2012. Ms. Lundberg-Stiff’s family has moved to Clifton, Texas.

6. **Alicia Martin**, math teacher at Robert E. Lee High School, resigned effective January 3, 2012. Ms. Martin accepted a position with Channelview ISD as a math specialist.
7. **Ambrose Rios**, ESL teacher at Baytown Junior School, is retiring effective June 6, 2012. Mr. Rios has been with the District 13 years.
8. **Christopher Shields**, social studies teacher at Robert E. Lee High School, is resigning effective January 27, 2012. Mr. Shields has accepted a position with the Bay Area Houston Economic Partnership.
9. **Leslie Wilkinson**, social studies teacher at Highlands Junior School, is resigning effective June 6, 2012. Ms. Wilkinson is moving out of state.
10. **Tanisha Williams**, science teacher at Highlands Junior School, resigned effective January 6, 2012. Ms. Williams left the teaching profession.

ADJOURNMENT

President of the Board Jenice Coffey adjourned the Board meeting at approximately 9:54 p.m.

SUPERINTENDENT'S REPORTS

- 1. College Forward**
- 2. Performance Based Monitoring and Analysis System (PBMAS) Update**



College Forward

Who We Are

Founded in 2003, College Forward is a nationally recognized college access and college persistence program serving low-income and first-generation students striving to improve their lives through higher education. Students apply to the College Forward program as juniors in high school and receive free, one-on-one, individualized support for as long as it takes them to earn a bachelor's degree.



College Forward currently serves a total of 2,700 low income and first-generation youth, including approximately 1,500 high school juniors and seniors and 1,200 college-age students. We partner with 14 high schools across nine school districts in four Texas counties—Hays, Travis, Williamson, and Harris. Our college students are studying at more than 90 colleges and universities across the country.



Our Students:

Junior applicants are required to:

1. Rank in the top 60% of their class
2. Qualify as low-income or first-generation students.
3. Be motivated to earn a bachelor's degree.

College Forward serves the Greater Austin and Houston regions at the following partner schools:

- Austin ISD - Crockett, Travis, and LBJ High Schools
- Del Valle ISD - Del Valle High School
- Georgetown ISD - Georgetown High School
- Hays CISD - Hays and Lehman High Schools
- Manor ISD - Manor High, Manor New Tech
- Pflugerville ISD - Connally High School
- Round Rock ISD - Stony Point High School
- Goose Creek CISD - Lee and Sterling High Schools
- Aldine ISD - Eisenhower High School

Our Program:

Four-Phase College Preparatory Curriculum:

Twice-weekly college preparatory classes for high school juniors and seniors.

Summer Tour of Colleges:

A three-day bus tour of colleges and universities across Texas lets students experience campus life first-hand.

College/Universidad 101 & 201:

Day-long workshops give parents information and resources to support their students' college success.

College Persistence Program:

College Forward students who are enrolled in college or transitioning to college are advised on financial aid, social and cultural challenges, academics, and degree planning throughout the course of their college careers.



College Forward provides college access and college persistence services to motivated, economically disadvantaged students, in order to facilitate their transition to college and make the process exciting and rewarding. We believe access to higher education is the right of every young Texan.

College Forward

Quienes Somos

Fundado en el 2003, College Forward es el programa más reconocido de acceso y persistencia universitaria que sirve a estudiantes de preparatoria de bajos recursos y primera generación que luchan para mejorar sus vidas a través de su educación. Los estudiantes aplican a College Forward en el principio de su penúltimo año y reciben gratuitamente, uno-a-uno, apoyo individualizado en el tiempo que sea necesario para obtener su diploma universitaria.



College Forward actualmente sirve a 2,700 jóvenes de bajos recursos y de primera generación, incluyendo 1,500 estudiantes de penúltimo y último año de preparatoria y 1,200 estudiantes universitarios. Trabajamos con 14 escuelas secundarias a través de nueve distritos escolares en cuatro condados de Texas —Hays, Travis, Williamson, y Harris. Nuestros estudiantes están estudiando en más de 100 universidades de todo el país.



A Quienes Servimos:

A los aplicantes de penúltimo año de preparatoria se les requiere:

1. Estar en el 60% superior de su clase.
2. Calificar como estudiante de 'bajos recursos' o 'primera generación'.
3. Estar motivado para obtener un título universitario.

Los servicios de College Forward están disponibles en estos distritos escolares:

- Austin - Crockett, Travis, LBJ High Schools
- Del Valle - Del Valle High School
- Georgetown - Georgetown High School
- Hays - Hays, Lehman High Schools
- Manor - Manor High, Manor New Tech
- Pflugerville - Connally High School
- Round Rock - Stony Point High School
- Aldine - Eisenhower High School
- Goose Creek - Lee and Sterling High Schools

Nuestro Programa:

Currículo de Preparación Universitaria de Cuatro Fases:

Clases de preparación universitaria dos veces a la semana para estudiantes de penúltimo y último año de secundaria.

Tour Universitario Durante el Verano:

Un tour de una semana en autobús a universidades a través de Texas que le provee a los estudiantes ver algunas de las realidades de la vida universitaria.

College/Universidad 101 & 201:

Talleres de un día que les ofrece a los padres información y recursos para apoyar el éxito universitario de sus estudiantes.

Programa de Persistencia Universitaria:

Aquellos estudiantes de College Forward que se han graduado de la preparatoria, reciben consejería virtual, planeación de su carrera, y asistencia con ayuda financiera a través del curso de sus años universitarios.



college forward

College Forward provee servicios de acceso y persistencia universitaria a estudiantes motivados y de bajos recursos para facilitar su transición universitaria y hacer el proceso emocionante y gratificante. Nosotros creemos que el acceso a la educación superior es un derecho para toda la juventud Tejana.

www.collegeforward.org

Performance Based Monitoring Analysis System (PBMAS)



**BILINGUAL/ENGLISH AS A SECOND LANGUAGE
AND CAREER AND TECHNICAL EDUCATION
TEXAS EDUCATION AGENCY
ON-SITE MONITORING VISIT
JANUARY 17 – 20, 2012**

**SUPERINTENDENT'S REPORT
February 13, 2012**

Purpose of PBMAS



- The TEA uses this process to evaluate district-wide programs
- This evaluation includes analysis of
 - Student Performance
 - Program Effectiveness
 - Data Integrity
- Each program is evaluated on several indicators
Each indicator receives a value of 0, 1, 2 or 3
(zero = met standard; 3 = furthest from standard)
- Based on the evaluation, the TEA assigns stages of intervention for each program area based on the combination of 2's and 3's.

2011 PBMAS Report



- [PBMAS Report](#)

How was GCCISD selected for a on-site review?



- Two programs triggered stages of intervention, therefore GCCISD was targeted for a TEA onsite integrated visit
 - [Bilingual/ESL – Stage 4](#)
 - [Career and Technical Ed \(CTE\) – Stage 2](#)
- The TEA also conducted a Program Access Review (PAR)
 - The TEA is responsible for ensuring CTE programs in secondary schools are accessible to all students
 - The TEA will monitor Civil Rights Compliance in GCCISD

***How Was My Local Education Agency (LEA)
Selected for Bilingual Education/ESL Intervention?***

Stage 1	<p style="text-align: center;">No individual BE/ESL indicator = 3 and three or more individual BE/ESL PBMAS indicators =2</p> <p style="text-align: center;">or</p> <p style="text-align: center;">One individual BE/ESL PBMAS indicator =3 and not more than one individual BE/ESL PBMAS indicator = 2</p>
Stage 2	<p style="text-align: center;">One individual BE/ESL PBMAS indicator =3 and two or more individual BE/ESL indicators = 2</p> <p style="text-align: center;">or</p> <p style="text-align: center;">Two individual BE/ESL PBMAS indicators =3 and no BE/ESL PBMAS indicator = 2</p>
Stage 3	<p style="text-align: center;">Two individual BE/ESL PBMAS indicators = 3 and one or more individual BE/ESL PBMAS indicators = 2</p> <p style="text-align: center;">or</p> <p style="text-align: center;">Three individual BE/ESL PBMAS indicators = 3 and no BE/ESL PBMAS indicator = 2</p>
Stage 4	<p style="text-align: center;">Three individual BE/ESL PBMAS indicators =3 and one individual BE/ESL PBMAS indicators =2</p> <p style="text-align: center;">or</p> <p style="text-align: center;">Four or more individual BE/ESL PBMAS indicators =3</p>

An on-site review also may occur, including a program access review, regardless of an otherwise established stage of intervention, when other substantial, imminent, or ongoing risks related to: noncompliance identified in substantiated complaints, adverse due process hearing decisions, previously determined areas of noncompliance, testing irregularities, performance or effectiveness concerns, and/or other documented risks are identified.

***How Was My Local Education Agency (LEA)
Selected for Career and Technical Education Interventions?***

Stage 1	No individual CTE PBMAS indicator =3 and two or more individual CTE PBMAS indicators =2 or One individual CTE PBMAS indicator =3 and no individual CTE PBMAS indicator =2
Stage 2	One individual CTE PBMAS indicator =3 and one or more individual CTE PBMAS indicators = 2
Stage 3	Two individual CTE PBMAS indicators =3 and no more than four individual CTE PBMAS indicators =2
Stage 4	Three or more individual CTE PBMAS indicators =3 and one or more individual CTE PBMAS indicators =2 or Four or more individual CTE PBMAS indicators =3

An on-site review also may occur, including a program access review, regardless of an otherwise established stage of intervention, when other substantial, imminent, or ongoing risks related to: noncompliance identified in substantiated complaints, adverse due process hearing decisions, previously determined areas of noncompliance, testing irregularities, performance or effectiveness concerns, and/or other documented risks are identified.

Required Core Analysis Team



- Diana Cox - Central Office Representative
- Suzanne Heinrich - Central Office PEIMS Representative
- Renea Dillon – Career and Technical Education Director
- Tom Kelchner – Special Education Director
- Norma Picacio-Jones – Bilingual Education Director
- Holli Malloy – Curriculum and Instruction Director
- David Yannotta – Student Assessment Director
- Steve Koester – Instructional Technology Director
- Ginger McKay – Federal Programs Director
- Michael Wahl – Principal Baytown Junior
- Don Beck – Principal Sterling High School
- Becky Robins – Principal San Jacinto Elementary
- Tavita Lopez – Community Stakeholder
- Xochitl Prieto - Parent Representative
- Madeline Benavides – LPAC Representative
- Tiffany Upshaw – Guidance Counselor
- Sherry Burr – General Education Teacher
- Faith Smithchew – Special Education Teacher
- Gina Ham – ESL Teacher
- Misty Dolgner – ESL Teacher
- Belinda Morales – Bilingual Education Teacher
- Margaret Cosby – CTE Teacher
- Pauline Timmons-Brown – Special Education Coordinator

Required Integrated Plans for Improvement



- Conduct Comprehensive Student Level Review
- Integrated Interventions Focused Data Analysis (FDA)
- Integrated Interventions Continuous Improvement Plan (CIP)

GCCISD TEA On-Site Monitoring Visit

January 17 – 20, 2012



- The visit included
 - Entry and Exit Meetings with Key District Staff
 - Interviews with District Staff, Including
 - ✦ Superintendent
 - ✦ Program Directors
 - ✦ Principals
 - ✦ Teachers
 - ✦ Others
 - Meeting with Academically Unacceptable Campus Teams
 - District Document Reviews
 - Student Folder Reviews
 - Campus Visits

C O N F I D E N T I A L
Texas Education Agency
2011 PERFORMANCE-BASED MONITORING ANALYSIS SYSTEM
BILINGUAL EDUCATION/ENGLISH AS A SECOND LANGUAGE

County-District Number: 101911
District Name: GOOSE CREEK CISD

ESC 04

INDICATOR	2011 PBMAS STANDARD (%) OR STATE RATE	2011 DISTRICT RATE OR DIFFERENCE	2011 NUMERATOR (COUNT)	2011 DENOMINATOR (COUNT)	2010 NUMERATOR (COUNT)	2010 DENOMINATOR (COUNT)	2009 NUMERATOR (COUNT)	2009 DENOMINATOR (COUNT)	2011 INDICATOR PERFORMANCE LEVEL

1. BE ENGLISH TAKS PASSING RATE			<u>PASSED</u>	<u>TESTED</u>					
(i) MATHEMATICS	65.0	80.9	390	482					0
(ii) READING/ELA	70.0	73.2	349	477					0
(iii) SCIENCE	60.0	67.7	63	93					0
(iv) SOCIAL STUDIES	70.0	.	0	0					No Data
(v) WRITING	70.0	78.3	94	120					0
2. ESL ENGLISH TAKS PASSING RATE			<u>PASSED</u>	<u>TESTED</u>					
(i) MATHEMATICS	65.0	54.9	112	204					2
(ii) READING/ELA	70.0	47.5	96	202					3
(iii) SCIENCE	60.0	29.0	20	69					3
(iv) SOCIAL STUDIES	70.0	61.8	42	68					1
(v) WRITING	70.0	59.3	35	59					2
3. BE SPANISH TAKS PASSING RATE			<u>PASSED</u>	<u>TESTED</u>					
(i) MATHEMATICS	65.0	72.2	13	18					0
(ii) READING	70.0	86.4	19	22					0
(iii) SCIENCE	60.0	100.0	3	3					0
(iv) WRITING	70.0	100.0	11	11					0
4. ESL SPANISH TAKS PASSING RATE			<u>PASSED</u>	<u>TESTED</u>					
(i) MATHEMATICS	65.0	.	0	0					No Data
(ii) READING	70.0	.	0	0					No Data
(iii) SCIENCE	60.0	.	0	0					No Data
(iv) WRITING	70.0	.	0	0					No Data
5. LEP (NOT SERVED IN BE/ESL) TAKS PASSING RATE			<u>PASSED</u>	<u>TESTED</u>					
(i) MATHEMATICS	65.0	69.5	73	105					0
(ii) READING/ELA	70.0	75.5	80	106					0
(iii) SCIENCE	60.0	50.0	11	22					NA
(iv) SOCIAL STUDIES	70.0	83.3	5	6					0
(v) WRITING	70.0	85.0	34	40					0
6. LEP YEAR-AFTER-EXIT ENGLISH TAKS PASSING RATE			<u>PASSED</u>	<u>TESTED</u>					
(i) MATHEMATICS	65.0	93.0	333	358					0
(ii) READING/ELA	70.0	88.6	318	359					0
(iii) SCIENCE	60.0	75.0	63	84					0
(iv) SOCIAL STUDIES	70.0	95.0	19	20					0
(v) WRITING	70.0	97.6	161	165					0
7. LEP PARTICIPATION RATE			<u>TESTED</u>	<u>DOCUMENTS SUBMITTED</u>	<u>TESTED</u>	<u>DOCUMENTS SUBMITTED</u>	<u>TESTED</u>	<u>DOCUMENTS SUBMITTED</u>	
	90.0	90.3	800	886	779	857	697	805	0
8. LEP ANNUAL DROPOUT RATE (GRADES 7-12)			----- 2009-10 -----		----- 2008-09 -----		----- 2007-08 -----		
	2.0	1.7	<u>DROPOUTS</u>	<u>ATTEND</u>	<u>DROPOUTS</u>	<u>ATTEND</u>	<u>DROPOUTS</u>	<u>ATTEND</u>	0
			5	294	16	340	9	367	
9. LEP ANNUAL DROPOUT RATE (GRADES 9-12)			----- 2009-10 -----		----- 2008-09 -----		----- 2007-08 -----		
	<u>STATE RATE</u>		<u>DROPOUTS</u>	<u>ATTEND</u>	<u>DROPOUTS</u>	<u>ATTEND</u>	<u>DROPOUTS</u>	<u>ATTEND</u>	Report Only
	4.7	2.8	5	178	16	205	9	219	

Detailed information on the assignment of performance levels can be found in the 'PBMAS 2011 Manual' at <http://www.tea.state.tx.us/pbm/PBMASManuals.aspx>. For performance levels assigned through required improvement and special analysis (other than NA SA and NA PJSA where applicable), both current and previous years' district rates are presented. For TAKS passing rate indicators with performance levels assigned through required improvement, the 2010 recalculated district rates with TAKS, TAKS (Accommodated), TAKS-M, and TAKS-Alt results are presented in parentheses. State rates are presented for 'Report Only' indicators.

C O N F I D E N T I A L
 Texas Education Agency
 2011 PERFORMANCE-BASED MONITORING ANALYSIS SYSTEM
 BILINGUAL EDUCATION/ENGLISH AS A SECOND LANGUAGE (CONT.)

County-District Number: 101911
 District Name: GOOSE CREEK CISD

ESC 04

INDICATOR	2011 PBMAS STANDARD (%) OR STATE RATE	2011 DISTRICT RATE OR DIFFERENCE	2011 NUMERATOR (COUNT)	2011 DENOMINATOR (COUNT)	2010 NUMERATOR (COUNT)	2010 DENOMINATOR (COUNT)	2009 NUMERATOR (COUNT)	2009 DENOMINATOR (COUNT)	2011 INDICATOR PERFORMANCE LEVEL
10. LEP RHSP/DAP DIPLOMA RATE	70.0	75.0	----- 2009-10 ----- RHSP/DAP GRADUATED 6 8		----- 2008-09 ----- RHSP/DAP GRADUATED 5 7		----- 2007-08 ----- RHSP/DAP GRADUATED 6 9		0
11. LEP GRADUATION RATE	75.0	34.9	----- 2009-10 ----- LEP GRADUATES 8 20		----- 2008-09 ----- LEP GRADUATES 7 23				3
12. TELPAS READING MULTI-YEAR BEGINNING PROFICIENCY LEVEL RATE	3.0	2.6	2 YRS. BEGINNING TESTED 21 812		2 YRS. BEGINNING TESTED 25 784				0
13. TELPAS COMPOSITE RATING LEVELS FOR STUDENTS IN U.S. SCHOOLS MULTIPLE YEARS	10.0	4.8	BEG./INT. TESTED 13 270		BEG./INT. TESTED 27 203				0

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C O N F I D E N T I A L
Texas Education Agency
2011 PERFORMANCE-BASED MONITORING ANALYSIS SYSTEM
CAREER AND TECHNICAL EDUCATION

County-District Number: 101911
District Name: GOOSE CREEK CISD

ESC 04

INDICATOR	2011 PBMAS STANDARD (%) OR STATE RATE	2011 DISTRICT RATE OR DIFFERENCE	2011 NUMERATOR (COUNT)	2011 DENOMINATOR (COUNT)	2010 NUMERATOR (COUNT)	2010 DENOMINATOR (COUNT)	2009 NUMERATOR (COUNT)	2009 DENOMINATOR (COUNT)	2011 INDICATOR PERFORMANCE LEVEL

1. CTE TAKS PASSING RATE			<u>PASSED</u>	<u>TESTED</u>					
(i) MATHEMATICS	65.0	78.7	491	624					0
(ii) READING/ELA	70.0	91.1	570	626					0
(iii) SCIENCE	60.0	83.4	446	535					0
(iv) SOCIAL STUDIES	70.0	95.3	511	536					0
2. CTE LEP TAKS PASSING RATE			<u>PASSED</u>	<u>TESTED</u>					
(i) MATHEMATICS	65.0	44.4	4	9					NA
(ii) READING/ELA	70.0	55.6	5	9					NA
(iii) SCIENCE	60.0	0.0	0	7					NA
(iv) SOCIAL STUDIES	70.0	42.9	3	7					NA
3. CTE ECON DISADV TAKS PASSING RATE			<u>PASSED</u>	<u>TESTED</u>					
(i) MATHEMATICS	65.0	74.4	264	355					0
(ii) READING/ELA	70.0	88.0	314	357					0
(iii) SCIENCE	60.0	78.6	221	281					0
(iv) SOCIAL STUDIES	70.0	94.3	265	281					0
4. CTE SPED TAKS PASSING RATE			<u>PASSED</u>	<u>TESTED</u>					
(i) MATHEMATICS	65.0	43.3	29	67					3
(ii) READING/ELA	70.0	68.2	45	66					1
(iii) SCIENCE	60.0	47.4	27	57					2
(iv) SOCIAL STUDIES	70.0	77.2	44	57					0
5. CTE TECH PREP TAKS PASSING RATE			<u>PASSED</u>	<u>TESTED</u>					
(i) MATHEMATICS	65.0	74.4	29	39					0
(ii) READING/ELA	70.0	89.7	35	39					0
(iii) SCIENCE	60.0	88.9	32	36					0
(iv) SOCIAL STUDIES	70.0	100.0	35	35					0
6. CTE ANNUAL DROPOUT RATE (GRADES 9-12)			----- 2009-10 -----	----- 2008-09 -----	----- 2007-08 -----				
	3.0	1.0	<u>DROPOUTS</u>	<u>ATTEND</u>	<u>DROPOUTS</u>	<u>ATTEND</u>	<u>DROPOUTS</u>	<u>ATTEND</u>	0
			22	2,216	24	1,582	2	893	
7. CTE RHSP/DAP DIPLOMA RATE			----- 2009-10 -----	----- 2008-09 -----	----- 2007-08 -----				
	70.0	92.3	<u>RHSP/DAP</u>	<u>GRADUATED</u>	<u>RHSP/DAP</u>	<u>GRADUATED</u>	<u>RHSP/DAP</u>	<u>GRADUATED</u>	0
			863	935	547	597	482	526	
8. CTE GRADUATION RATE			----- 2009-10 -----	----- 2008-09 -----					
	75.0	96.6	CTE <u>GRADUATES</u>	CTE <u>CLASS</u>	CTE <u>GRADUATES</u>	CTE <u>CLASS</u>			0
			918	950	584	638			

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C O N F I D E N T I A L
 Texas Education Agency
 2011 PERFORMANCE-BASED MONITORING ANALYSIS SYSTEM
 CAREER AND TECHNICAL EDUCATION (CONT.)

County-District Number: 101911
 District Name: GOOSE CREEK CISD

ESC 04

INDICATOR	2011 PBMAS STANDARD (%) OR STATE RATE	2011 DISTRICT RATE OR DIFFERENCE	2011 NUMERATOR (COUNT)	2011 DENOMINATOR (COUNT)	2010 NUMERATOR (COUNT)	2010 DENOMINATOR (COUNT)	2009 NUMERATOR (COUNT)	2009 DENOMINATOR (COUNT)	2011 INDICATOR PERFORMANCE LEVEL

9. CTE NONTRADITIONAL COURSE COMPLETION RATE -- MALES			----- 2009-10 -----	----- 2008-09 -----	----- 2007-08 -----				
			MALE ALL	MALE ALL	MALE ALL				
			COMPLETE COMPLETE	COMPLETE COMPLETE	COMPLETE COMPLETE				
			FEMALE FEMALE	FEMALE FEMALE	FEMALE FEMALE				
			<u>COURSE</u> <u>COURSE</u>	<u>COURSE</u> <u>COURSE</u>	<u>COURSE</u> <u>COURSE</u>				
	40.0	30.9	167	540	207	567	214	539	1
10. CTE NONTRADITIONAL COURSE COMPLETION RATE -- FEMALES			----- 2009-10 -----	----- 2008-09 -----	----- 2007-08 -----				
			FEMALE ALL	FEMALE ALL	FEMALE ALL				
			COMPLETE COMPLETE	COMPLETE COMPLETE	COMPLETE COMPLETE				
			MALE MALE	MALE MALE	MALE MALE				
			<u>COURSE</u> <u>COURSE</u>	<u>COURSE</u> <u>COURSE</u>	<u>COURSE</u> <u>COURSE</u>				
	35.0	40.3	545	1,352	369	1,119	105	674	0

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C O N F I D E N T I A L
Texas Education Agency
2011 PERFORMANCE-BASED MONITORING ANALYSIS SYSTEM
NO CHILD LEFT BEHIND

County-District Number: 101911
District Name: GOOSE CREEK CISD

ESC 04

INDICATOR	2011 PBMAS STANDARD (%) OR STATE RATE	2011 DISTRICT RATE OR DIFFERENCE	2011 NUMERATOR (COUNT)	2011 DENOMINATOR (COUNT)	2010 NUMERATOR (COUNT)	2010 DENOMINATOR (COUNT)	2009 NUMERATOR (COUNT)	2009 DENOMINATOR (COUNT)	2011 INDICATOR PERFORMANCE LEVEL

1. TITLE I, PART A TAKS PASSING RATE			<u>PASSED</u>	<u>TESTED</u>					
(i) MATHEMATICS	65.0	83.6	10,479	12,528					0
(ii) READING/ELA	70.0	88.5	11,119	12,567					0
(iii) SCIENCE	60.0	81.4	4,358	5,353					0
(iv) SOCIAL STUDIES	70.0	93.3	3,721	3,989					0
(v) WRITING	70.0	91.3	2,584	2,831					0
2. TITLE I, PART A ANNUAL DROPOUT RATE (GRADES 7-12)			----- 2009-10 -----	----- 2008-09 -----					
	2.0	1.1	<u>DROPOUTS</u>	<u>ATTEND</u>	<u>DROPOUTS</u>	<u>ATTEND</u>			0
			103	9,484	8	678			
3. TITLE I, PART A RHSP/DAP DIPLOMA RATE			----- 2009-10 -----						
	70.0	90.4	<u>RHSP/DAP</u>	<u>GRADUATED</u>					0
			1,037	1,147					
4. TITLE I, PART A GRADUATION RATE			----- 2009-10 -----	----- 2008-09 -----					
	75.0	93.9	TITLE I <u>GRADUATES</u>	TITLE I <u>CLASS</u>	TITLE I <u>GRADUATES</u>	TITLE I <u>CLASS</u>			0
			1,075	1,145	2	90			
5. MIGRANT TAKS PASSING RATE			<u>PASSED</u>	<u>TESTED</u>					
(i) MATHEMATICS	65.0	83.0	585	705					0
(ii) READING/ELA	70.0	84.1	592	704					0
(iii) SCIENCE	60.0	75.9	221	291					0
(iv) SOCIAL STUDIES	70.0	91.4	202	221					0
(v) WRITING	70.0	88.7	141	159					0
6. MIGRANT ANNUAL DROPOUT RATE (GRADES 7-12)			----- 2009-10 -----	----- 2008-09 -----	----- 2007-08 -----				
	2.0	1.1	<u>DROPOUTS</u>	<u>ATTEND</u>	<u>DROPOUTS</u>	<u>ATTEND</u>	<u>DROPOUTS</u>	<u>ATTEND</u>	0
			5	463	4	372	7	315	
7. MIGRANT RHSP/DAP DIPLOMA RATE			----- 2009-10 -----	----- 2008-09 -----	----- 2007-08 -----				
	70.0	90.9	<u>RHSP/DAP</u>	<u>GRADUATED</u>	<u>RHSP/DAP</u>	<u>GRADUATED</u>	<u>RHSP/DAP</u>	<u>GRADUATED</u>	0
			40	44	56	69	26	26	
8. MIGRANT GRADUATION RATE			----- 2009-10 -----	----- 2008-09 -----					
	75.0	83.7	MIGRANT <u>GRADUATES</u>	MIGRANT <u>CLASS</u>	MIGRANT <u>GRADUATES</u>	MIGRANT <u>CLASS</u>			0
			41	49	39	52			

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C O N F I D E N T I A L
Texas Education Agency
2011 PERFORMANCE-BASED MONITORING ANALYSIS SYSTEM
SPECIAL EDUCATION

County-District Number: 101911
District Name: GOOSE CREEK CISD

ESC 04

INDICATOR	2011 PBMAS STANDARD (%) OR STATE RATE	2011 DISTRICT RATE OR DIFFERENCE	2011 NUMERATOR (COUNT)	2011 DENOMINATOR (COUNT)	2010 NUMERATOR (COUNT)	2010 DENOMINATOR (COUNT)	2009 NUMERATOR (COUNT)	2009 DENOMINATOR (COUNT)	2011 INDICATOR PERFORMANCE LEVEL

1. SPED TAKS PASSING RATE			<u>PASSED</u>	<u>TESTED</u>					
(i) MATHEMATICS	65.0	59.7	803	1,346					1
(ii) READING/ELA	70.0	68.3	924	1,352					1
(iii) SCIENCE	60.0	53.7	300	559					1
(iv) SOCIAL STUDIES	70.0	71.8	290	404					0
(v) WRITING	70.0	72.9	234	321					0
2. SPED YEAR-AFTER-EXIT TAKS PASSING RATE			<u>PASSED</u>	<u>TESTED</u>	<u>PASSED</u>	<u>TESTED</u>	<u>PASSED</u>	<u>TESTED</u>	
(i) MATHEMATICS	65.0	87.8	79	90	66	77	60	76	0
(ii) READING/ELA	70.0	89.0	81	91	68	76	68	77	0
(iii) SCIENCE	60.0	80.6	29	36	14	16	13	17	0
(iv) SOCIAL STUDIES	70.0	93.3	14	15	5	6	3	4	0
(v) WRITING	70.0	87.5	21	24	21	24	14	16	0
3. SPED TAKS/TAKS(Accom.) PARTICIPATION RATE			ALL TAKS/ <u>TAKS(Accom.)</u>	DOCUMENTS <u>SUBMITTED</u>	ALL TAKS/ <u>TAKS(Accom.)</u>	DOCUMENTS <u>SUBMITTED</u>	ALL TAKS/ <u>TAKS(Accom.)</u>	DOCUMENTS <u>SUBMITTED</u>	0 RI
	50.0	48.4 / 39.9	665	1,375	563	1,411	477	1,376	
4. SPED TAKS-M PARTICIPATION RATE			ALL <u>TAKS-M</u>	DOCUMENTS <u>SUBMITTED</u>	ALL <u>TAKS-M</u>	DOCUMENTS <u>SUBMITTED</u>			0 RI
	20.0	23.1 / 31.0	317	1,375	438	1,411			
5. SPED TAKS-ALT PARTICIPATION RATE			ALL <u>TAKS-ALT</u>	DOCUMENTS <u>SUBMITTED</u>	ALL <u>TAKS-ALT</u>	DOCUMENTS <u>SUBMITTED</u>			AR
	10.0	11.0	151	1,375	143	1,411			
6. SPED LESS RESTRICTIVE ENVIRONMENT (AGES 3-5)			SETTING <u>40/41</u>	SPED <u>STUDENTS</u>	SETTING <u>40/41</u>	SPED <u>STUDENTS</u>	SETTING <u>40/41</u>	SPED <u>STUDENTS</u>	1
	16.0	13.1	25	191	39	204	41	223	
7. SPED LESS RESTRICTIVE ENVIRONMENT (AGES 6-11)			SETTING <u>40/41</u>	SPED <u>STUDENTS</u>	SETTING <u>40/41</u>	SPED <u>STUDENTS</u>	SETTING <u>40/41</u>	SPED <u>STUDENTS</u>	0 RI
	40.0	38.9 / 35.7	305	785	305	855	337	878	
8. SPED LESS RESTRICTIVE ENVIRONMENT (AGES 12-21)			SETTING <u>40/41</u>	SPED <u>STUDENTS</u>	SETTING <u>40/41</u>	SPED <u>STUDENTS</u>	SETTING <u>40/41</u>	SPED <u>STUDENTS</u>	0
	65.0	71.7	692	965	550	978	529	900	
9. SPED ANNUAL DROPOUT RATE (GRADES 7-12)			----- 2009-10 ----- <u>DROPOUTS</u>	----- 2009-10 ----- <u>ATTEND</u>	----- 2008-09 ----- <u>DROPOUTS</u>	----- 2008-09 ----- <u>ATTEND</u>	----- 2007-08 ----- <u>DROPOUTS</u>	----- 2007-08 ----- <u>ATTEND</u>	0
	2.0	1.4	14	1,024	24	935	21	882	
10. SPED RHSP/DAP DIPLOMA RATE			----- 2009-10 ----- <u>RHSP/DAP</u>	----- 2009-10 ----- <u>GRADUATED</u>	----- 2008-09 ----- <u>RHSP/DAP</u>	----- 2008-09 ----- <u>GRADUATED</u>	----- 2007-08 ----- <u>RHSP/DAP</u>	----- 2007-08 ----- <u>GRADUATED</u>	0
	16.5	32.6	29	89	11	75	17	81	
11. SPED GRADUATION RATE			----- 2009-10 ----- SPED <u>GRADUATES</u>	----- 2009-10 ----- SPED <u>CLASS</u>	----- 2008-09 ----- SPED <u>GRADUATES</u>	----- 2008-09 ----- SPED <u>CLASS</u>			0 RI
	75.0	73.2 / 59.2	71	97	58	98			

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C O N F I D E N T I A L
Texas Education Agency
2011 PERFORMANCE-BASED MONITORING ANALYSIS SYSTEM
SPECIAL EDUCATION (CONT.)

County-District Number: 101911
District Name: GOOSE CREEK CISD

ESC 04

INDICATOR	2011 PBMAS STANDARD (%) OR STATE RATE	2011 DISTRICT RATE OR DIFFERENCE	2011 NUMERATOR (COUNT)	2011 DENOMINATOR (COUNT)	2010 NUMERATOR (COUNT)	2010 DENOMINATOR (COUNT)	2009 NUMERATOR (COUNT)	2009 DENOMINATOR (COUNT)	2011 INDICATOR PERFORMANCE LEVEL
12. SPED REPRESENTATION	8.5	9.2	SPED STUDENTS 1,956	ALL STUDENTS 21,174	SPED STUDENTS 2,043	ALL STUDENTS 20,841	SPED STUDENTS 2,009	ALL STUDENTS 20,595	1
13. SPED AFRICAN AMERICAN (NOT HISPANIC/LATINO) REPRESENTATION	1.0	(DIFF) 8.8	AFR AM SPED STUDENTS 514	SPED STUDENTS 1,956	AFR AM ALL STUDENTS 3,702	ALL STUDENTS 21,174			2
SPED AFRICAN AMERICAN		26.3							
ALL AFRICAN AMERICAN		17.5							
14. SPED HISPANIC REPRESENTATION	1.0	(DIFF) -10.8	HISP SPED STUDENTS 858	SPED STUDENTS 1,956	HISP ALL STUDENTS 11,581	ALL STUDENTS 21,174			0
SPED HISPANIC		43.9							
ALL HISPANIC		54.7							
15. SPED LEP REPRESENTATION	1.0	(DIFF) -3.6	LEP SPED STUDENTS 158	SPED STUDENTS 1,956	LEP ALL STUDENTS 2,475	SPED STUDENTS 2,043	LEP STUDENTS 200	SPED STUDENTS 2,009	0
SPED LEP		8.1							
ALL LEP		11.7							
16. SPED DISCRETIONARY DAEP PLACEMENTS	1.0	(DIFF) 0.0	SPED DAEP STUDENTS 25	SPED STUDENTS 2,451	SPED DAEP STUDENTS 150	SPED STUDENTS 2,422	SPED DAEP STUDENTS 250	SPED STUDENTS 2,414	0
SPED DAEP PLACEMENTS		1.0							
ALL DAEP PLACEMENTS		1.0	DAEP STUDENTS 230	STUDENTS 22,488	DAEP STUDENTS 1,019	STUDENTS 22,378	DAEP STUDENTS 1,427	STUDENTS 22,003	
17. SPED DISCRETIONARY PLACEMENTS TO ISS	10.0	(DIFF) 26.0	SPED ISS STUDENTS 2,134	SPED STUDENTS 2,451	SPED ISS STUDENTS 1,899	SPED STUDENTS 2,422	SPED ISS STUDENTS 2,062	SPED STUDENTS 2,414	2
SPED ISS PLACEMENTS		87.1							
ALL ISS PLACEMENTS		61.1	ISS STUDENTS 13,751	STUDENTS 22,488	ISS STUDENTS 12,067	STUDENTS 22,378	ISS STUDENTS 11,744	STUDENTS 22,003	
18. SPED DISCRETIONARY PLACEMENTS TO OSS	6.0	(DIFF) 10.6	SPED OSS STUDENTS 572	SPED STUDENTS 2,451	SPED OSS STUDENTS 693	SPED STUDENTS 2,422	SPED OSS STUDENTS 693	SPED STUDENTS 2,414	1
SPED OSS PLACEMENTS		23.3							
ALL OSS PLACEMENTS		12.7	OSS STUDENTS 2,863	STUDENTS 22,488	OSS STUDENTS 3,447	STUDENTS 22,378			

Detailed information on the assignment of performance levels can be found in the 'PBMAS 2011 Manual' at <http://www.tea.state.tx.us/pbm/PBMASManuals.aspx>. For performance levels assigned through required improvement and special analysis (other than NA SA and NA PJA where applicable), both current and previous years' district rates are presented. For TAKS passing rate indicators with performance levels assigned through required improvement, the 2010 recalculated district rates with TAKS, TAKS (Accommodated), TAKS-M, and TAKS-Alt results are presented in parentheses. State rates are presented for 'Report Only' indicators.

C O N F I D E N T I A L
 Texas Education Agency
 2011 PERFORMANCE-BASED MONITORING ANALYSIS SYSTEM
 PBMA PERFORMANCE LEVEL SUMMARY

County-District Number: 101911
 District Name: GOOSE CREEK CISD

ESC 04

	BE/ESL				CTE				NCLB			SPED			
	BE		ESL		LEP NOT SERVED		CTE LEP	ECON DISADV	CTE SPED	TECH PREP	TITLE I PART A	MIGRANT	ALL SPED	SPED YAE	
TAKS PASSING RATE	ENGLISH	SPANISH	ENGLISH	SPANISH	LEP_YAE	SERVED	ALL_CTE	LEP	DISADV	SPED	PREP	PART_A	MIGRANT	ALL_SPED	SPED_YAE
MATHEMATICS	0	0	2	No Data	0	0	0	NA	0	3	0	0	0	1	0
READING/ELA	0	0	3	No Data	0	0	0	NA	0	1	0	0	0	1	0
SCIENCE	0	0	3	No Data	0	NA	0	NA	0	2	0	0	0	1	0
SOCIAL STUDIES	No Data		1		0	0	0	NA	0	0	0	0	0	0	0
WRITING	0	0	2	No Data	0	0						0	0	0	0
<hr/>															
TELPAS READING MULTI-YEAR BEGINNING PROFICIENCY LEVEL RATE	0														
TELPAS COMPOSITE RATING LEVELS FOR STUDENTS IN U.S. SCHOOLS MULTIPLE YEARS	0														
<hr/>															
TAKS PARTICIPATION RATE	0														
TAKS ALL	0														
TAKS/TAKS(Accom.)	0 RI														
TAKS-M	0 RI														
TAKS-ALT	AR														
<hr/>															
ANNUAL DROPOUT RATE	0														
RHSP/DAP DIPLOMA RATE	0														
GRADUATION RATE	3														
<hr/>															
CTE NONTRADITIONAL COURSE COMPLETION RATE	0														
MALES	1														
FEMALES	0														
<hr/>															
SPED LESS RESTRICTIVE ENVIRONMENT	0														
AGES 3-5	1														
AGES 6-11	0 RI														
AGES 12-21	0														
<hr/>															
SPED REPRESENTATION	0														
ALL	1														
AFRICAN AMERICAN (NOT HISPANIC/LATINO)	2														
HISPANIC	0														
LEP	0														
<hr/>															
SPED DISCRETIONARY PLACEMENTS	0														
DAEP	0														
ISS	2														
OSS	1														

Detailed information on the assignment of performance levels can be found in the 'PBMA 2011 Manual' at <http://www.tea.state.tx.us/pbm/PBMAManuals.aspx>.

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SECTION I:
*Causal Factors for Low Performance
Required for all districts*

1. Feeder System Analysis: Using three years of historical data from the feeder schools, analyze by special program participation (BE/ESL, CTE, NCLB, SPED) and by accountability subgroups, or other commonalities to determine significant factors that impact student performance. Consider state assessment, attendance, and discipline trends. Evaluate SSI Committee decisions, campus-to-campus transition plans, Response to Intervention (RtI), etc. For elementary schools, perform the same type of analysis for each grade level.

Identified Issues and Findings

Goose Creek CISD (GCCISD) has 3 identified feeder patterns which lead to the following high school campuses: Robert E Lee HS, Goose Creek Memorial HS, and Ross S Sterling HS. The BE/ESL students on the SLR who have consistently failed in reading, math, science and writing, led GCCISD to performance indicator levels of 2s and 3s on PBMAS. The majority of the students coming from Ashbel Smith, Carver, Lamar, Travis Elementary schools went to Horace Mann JS and Baytown JS. These two junior schools feed into Robert E Lee High School; yet these students went to Sterling HS due to the high school ESL program location. Additionally, the BE/ESL program was not offered on all campuses district wide, therefore students did not attend their feeder patter/home campus. These practices had a significant impact on student performance. District placement of students was based on balancing class size on designated bilingual campuses versus delivering services at neighborhood schools. In 2009 - 2010, 203 parents waived services for their students, due to those services not being available at student's home campus.

Philosophical differences regarding the delivery of instruction for bilingual education created inconsistencies in the program district wide. Data indicates that the delivery of instructional services on all elementary campuses was not consistent with the district's bilingual transitional early exit program model. In the spring of 2008, 44 students took the math TAKS in Spanish, 67 students took the reading TAKS in Spanish, 11 students took the science TAKS in Spanish, and 18 students took the writing TAKS in Spanish; spring 2009 at the elementary level in grades 3rd-5th bilingual, 50 students took the math TAKS in Spanish, 58 students took the reading TAKS in Spanish and 15 students took the writing TAKS in Spanish. This is a significant factor because these students took their first English TAKS assessments in the spring of their 6th grade year (2009-2010).

Twenty two of the 174 ELS students on the SLR were eligible for special education services. In reviewing the TAKS test subjects failed, there was not a significant difference in the performance of the 22 special education students as compared to the district performance.

In evaluating grade level enrollment in the CTE program, significant correlations between enrollment and failing TAKS were not found. Fifty three students from the SLR are special education students enrolled in CTE courses. In reviewing the TAKS test subjects failed, there was not a significant difference in the performance of the 53 students as compared to the district performance.

2. Attendance: Analyze the attendance for students listed on the SLR Student Demographics worksheet and identify possible causal factors for low performance and/or failure to complete or graduate with the cohort group. Evaluate the effectiveness of the campus attendance system including the timeliness of administrative responses to unexcused absences, tardiness to class, the "recovery/re-teach" practices for students who are absent, and current practices to improve student attendance such as parent support/conferences, counseling, disciplinary and/or legal consequences. Evaluate systems and procedures in place to comply with TEC §25.092, Minimum Attendance for Class Credit as it relates to mastery of the TEKS (not applicable to charter schools).

Identified Issues and Findings

The attendance percentage for the GCCISD was 95.3% during the 2010-2011 school year. District wide 28.1% of the students missed 10 or more instructional days. In reviewing attendance on the SLR roster, 55 out of 174 ESL students (31.6%) missed 10 or more days of instruction. Of these 55 students, 14.5% are special education students. When

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Integrated Interventions - Focused Data Analysis

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Court warnings are part of district policy for attendance issues. A new requirement for 2011-2012 includes home visits or conferences by an administrator after 3 un-excused absences in addition to the creation of an attendance contract. All schools are required to have an attendance plan in place.

3. Discipline: (ISS, DAEP, OSS, JJAEP, and Expulsion): Analyze disciplinary removals for students listed on the SLR 'Students' worksheet to identify possible causal factors for low performance and/or failure to complete or graduate with the cohort group. Evaluate the administration's effectiveness in the implementation of the Student Code of Conduct and the discipline management plan, including the equity and appropriateness of disciplinary removals. Evaluate the appropriateness and effectiveness of Least Restrictive Environment (LRE) and SPED Behavior Improvement Plans (BIP) as it relates to disciplinary actions. Evaluate the rigor/relevance of the instructional delivery in alternative settings in relation to the regular program. Evaluate the effectiveness of the transition plan from a disciplinary removal setting to the regular classroom, as well as the procedures to "accelerate" student learning if essential knowledge and skills were not mastered.

Identified Issues and Findings

Of the students identified on the SLR, 7 out of 174 ESL students were removed from class (ISS, OSS, or DAEP) five or more days during the 2011-2012 school year; this equates to less than one percent of the ESL students listed on the SLR and none of the 7 ESL students listed on the SLR were identified as special education or CTE. Four out of the 71 CTE/Special Education students were removed 5 or more days from class. Recognizing instructional delivery in alternative settings may not be as rigorous as the regular classroom, campus administrative teams work diligently to find alternate methods of discipline rather than classroom removal.

4. Student Data: Disaggregate and analyze data by special program participation (BE/ESL, CTE, NCLB, SPED), accountability subgroups, or other commonalities. Determine if student classroom grades align with 1) local benchmark assessment results, 2) local curriculum-based assessment (CBA) results, and 3) previous state assessment results. Determine if local assessments used to track student progress are aligned with TEKS objectives and are written at STAAR rigor. Determine if decisions regarding student interventions, SPED placements and ARD decisions regarding state assessments are based on local assessment results.

Identified Issues and Findings

In analyzing local fall 2011 CBA data (CBA #1), there is a correlation in regards to student TAKS scores and CBA scores. For example, 76% of the students (173/228) failed Math CBA #1. In 2011 the percent of students failing the Math TAKS assessment was 52%. Out of 174 ESL students on the SLR, 112 failed TAKS Math. Out of the 112 ESL students who failed TAKS Math, 16 students were special education and 3 were CTE. Alignment issues are apparent in all groups in the SLR when comparing TAKS and CBA scores to classroom/report card grades, understanding that the classroom/report card grade is a cumulative report of student work. The rigor of instruction in the classroom, as it correlates to the CBAs, is currently being addressed. The rigor of the CBAs has been increased to the level required by the new STAAR assessment. Teachers utilize the data from the local assessments in order to adjust instruction and implement interventions. All IEP/ARD committee decisions, including student placement, are made after considering a wide range of existing data.

5. Curriculum: Analyze the curriculum for each area of low performance. Determine if the curriculum is based on TEKS objectives and provides sufficient rigor and relevance. Evaluate the vertical and horizontal alignment of local curriculum with TEKS. Evaluate the implementation of the curriculum. Conduct item analysis for TAKS objectives/Student Expectations (SE) to determine strengths and weaknesses of the curriculum. Consider the effectiveness and pacing of the district's scope and sequence. Evaluate the alignment of local assessments to state assessments.

Identified Issues and Findings

The district's curriculum is TEKS-based and includes a scope and sequence that is both horizontally and vertically aligned. Detailed lessons and resources are provided along with the scope and sequence. The curriculum includes formative assessments designed to monitor student achievement and instruction. Results of the assessment are utilized to

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In 2010-2011, a language acquisition curriculum and software resource was implemented in addition to the core content area curriculum for ESL students who were new arrival immigrants in grades 4 -12. SIOP has been implemented as the sheltered instruction for all ESL students.

CTE has taken initial steps to align curriculum horizontally and vertically to ensure consistency across the district. CTE is strengthening business partnerships to determine the appropriate level of rigor of courses. In addition, CTE is collaborating with Special Education staff to develop procedures to ensure the appropriate CTE teacher serves on the IEP/ARD committee to support proper placement, provision of services and coding.

Special Education has made significant progress in training all general education and special education teachers in differentiated instruction, inclusion and standards-based IEP development.

In 2010-2011, there was a renewed emphasis on collaborative partnerships with Bilingual/ESL, CTE, Special Education, Guidance and Counseling and the core content areas.

6. Instructional Program: Analyze the instructional program for each area of low performance. Use the item analysis developed in #5 to determine strengths and weaknesses of the instructional program. Determine if the curriculum is implemented consistently district-wide. Evaluate the effectiveness of instructional delivery in the area(s) of low performance, including the lesson cycle, learning styles and/or brain compatibility strategies, formative assessment and questioning, and individualized instructional methodologies, sheltered instruction, etc. Evaluate the effectiveness of the academic interventions and teacher support strategies. Evaluate the availability, utilization, and effectiveness of instructional materials and resources.

Analyze the causal factors for the low performance of students who were exited from the special education and/or BE/ESL programs on the statewide assessment during the previous year. Evaluate the effectiveness of special services and programs available to provide timely interventions to students. Determine if all requirements of TEC §28.0211 (Accelerated Instruction), TEC §28.0212 (Personal Graduation Plan- PGP; optional for charters), and TEC §28.0213 (Intensive Program of Instruction) have been met. Review campus procedures for identifying targeted students.

Identified Issues and Findings

From September through December 2010, Region IV conducted a program evaluation of the BE/ESL Program. A report was delivered to the district addressing district-wide and campus-specific findings and recommendations. The district recommendations were included in the 2011-2012 Board Goals and the BE/ESL District Improvement Plan (DIP). Campus reports were delivered to the respective campus. Recommendations for improvement were included in their campus improvement plans (CIP). To strengthen the performance of all BE/ESL students, the district purchased ESL Reading Smart and Scholastic Read 180, two software resources that provide accelerated instruction for language proficiency, build vocabulary, and improve reading fluency and comprehension. Accelerated instruction for new immigrant students is provided at the New Arrival Classrooms at Baytown Jr. and RS Sterling High School. "Teachscape" curriculum was purchased for the NAC to accelerate the acquisition of the English language. Immigrant students are introduced to United States government and history through the "History Alive" curriculum. To improve instruction and student performance, the district has increased the number of teachers who are ESL certified. In the past 3 years, the BE/ESL department offered 20 ESL Certification Trainings. To date, 110 teachers have successfully earned their ESL Supplemental Certification.

The AMAOs report , for 2007-2010, has consistently shown that our BE/ESL students are progressing adequately per NCLB guidelines (at least one proficiency level per year) and are adequately obtaining English proficiency. (AMAOs for 2011 have not been released). This is significant because it indicates that the ESL students are progressing in language acquisition which indicates that their difficulty is in acquiring the core content knowledge necessary to be successful on the local and state assessments.

Five year data from AEIS Reports, 2007-2011, indicate that the district's per pupil expenditure for BE/ESL is .94% in comparison to the state's expenditure of 4.1%.

To strengthen the performance of all special education students ,the district has developed training and professional development for all faculty and staff. Additionally, CTE teachers are receiving training in "CTE and SPED Working Together" based upon Region IV workshops and are completing online modules through Texas A&M Special Populations Center.

Low performance of exited special education students is not a factor. The 2011 PBMAS report indicates that year-after-exit TAKS passing rates were significantly higher than the state standards.

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SECTION II: COMPLETION/DROPOUT RATE
(Required for districts with low completion and/or dropout rate)

1. Identify the students that did not complete or graduate with their cohort groups for 2009, 2010, and 2011. Evaluate the quality of leaver data and student tracking systems. Determine the characteristics of students impacting the completion and/or dropout rates for these years. Identify factors and trends which impacted the completion and/or dropout rate (i.e. demographics, attendance, discipline, academic performance data, state assessment exemptions, etc). By subpopulations, identify the special programs in which students in the targeted group participated (i.e., PEP, homeless, BE/ESL, CTE, special education, migrant, etc), and determine reasons for not graduating. Analyze the data of the feeder campuses and identify trends/issues that impact completion rates. Identify students who were placed in their grade level which includes those at SSI grade levels.

Identified Issues and Findings

The SLR includes 25 ESL 12th grade students. Seven of these students are not currently enrolled for one of the following reasons: returned to their home country (L16); dropped out (L98); no show (L44). One of the 25 graduated and 1 left to complete a GED in another state. In 2009-2010 the LEP/ESL graduating class consisted of 20 students. Eight of these students graduated. The data on the 12 non-completers indicate that 2 were new-arrivals in high schools, 5 were new-arrivals in junior school, and 4 were new-arrivals in 4th or 5th grade. Data review also indicates that lack of credits, poor attendance, and TAKS failure were significant factors attributing to non-completion.

Prior to the 2009-2010 school year, an office clerk was scheduling ESL students at RSS. This clerk did not have in-depth knowledge of scheduling practices, graduation plans, credit recovery and reading transcripts. Beginning with the 2009-2010 school year, the Director of Guidance and Counseling, the Director of BE/ESL and the campus ESL administrator collaborated to oversee course selection, scheduling, credit accrual, and graduation plans for all BE/ESL students.

2. Evaluate the effectiveness of special services and programs available to assist students from prior cohorts with timely interventions. Determine if all requirements of TEC §28.0211 (Accelerated Instruction), TEC §28.0212 (Personal Graduation Plan- PGP; optional for charters), and TEC §28.0213 (Intensive Program of Instruction) have been met. Review campus procedures for identifying targeted students. Analyze the effectiveness of support services and drop out recovery programs available. Review campus procedures for accurately documenting and reporting student leavers.

Identified Issues and Findings

Peter Hyland Learning Center is an alternative high school within GCCISD. Six of the 18 ESL 12th grade students listed in the SLR are currently enrolled at Peter Hyland. All six students need to pass the ELA TAKS. Four of the 6 need to pass Math TAKS. Three of the 6 need to pass Science TAKS. These students received tutorials by an ESL certified ELA, Math and Science teachers. The grade 12 ESL students remaining on their home campuses received the following services: tutorials, ESL Reading Smart, Scholastic Read 180, Teachscape and TAKS camps.

3. Apply the characteristics identified in #1 and the findings in #2 above to the current student cohorts to identify the target group. Enter the names on the SLR document (*Student Demographics worksheet tab*) and complete the demographic information for each student. Analyze the process used to monitor student progress prior to failure and before students have dropped out of school.

Identified Issues and Findings

Prior to the 2009-2010 school year, there was no consistent process in place to monitor the progress of secondary ESL students at-risk to failing and/or dropping out. Since

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2009-2010, the BE/ESL department has required that ESL student progress be monitored every 3 weeks. Additionally, the LPAC folder was revised to record grades each 6-weeks. GCCISD grading policy includes teachers to enter grades weekly, 3 week progress reports, and 6-week report cards. GCCISD requires that parents of any failing student be notified. Currently ESL students in grades 6 - 10 are scheduled with SIOP Teams. SIOP Teams are comprised of core content certified teachers. Where required, English Language Arts teachers are also ESL certified. All SIOP Teams have been trained in English Language Proficiency Standards (ELPS) and Sheltered Instruction. Sixth through tenth grade SIOP teams are responsible for monitoring ESL student progress; participating in LPAC deliberations; and documenting linguistic accommodations for instruction and assessment decisions.

SECTION III: SPECIAL EDUCATION
(Required for districts with special education considerations)

1. Utilizing the SLR, determine the number/percentage of students with disabilities who had low performance on state assessments. Review data concerning their referral to special education and examine its relationship to performance on state assessments.

Identified Issues and Findings

A review of TAKS performance for the students listed in the SLR (including those listed on the TAKS-Alt SLR and yielding a total sample size of 222; first administration) indicates that 55.4% of the students passed some form of TAKS English/Language Arts; 53.6% of the students passed some form of TAKS-Mathematics; 44.3% of the students passed some form of TAKS-Science; and, 67.1% of the students in the sample passed some form of TAKS-Social Studies. The following table illustrates disaggregated performance data for the sample:

2011 TAKS Performance for Special Education Students on SLR

ELA	Accommodated	Regular	Modified	Alternate	Grand Total
Fail	69	10	18	2	99
Pass	21	15	29	58	123
Total	90	25	47	60	222
% Passed	23.3%	60.0%	61.7%	96.7%	55.4%

Math	Accommodated	Regular	Modified	Alternate	Grand Total
Fail	73	10	18	2	103
Pass	25	10	26	58	119
Total	98	20	44	60	222
% Passed	25.5%	50.0%	59.1%	96.7%	53.6%

Writing	Accommodated	Regular	Modified	Alternate	Grand Total
Fail	6		6		12
Pass	7	6	10	16	39
Total	13	6	16	16	45

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Science	Accommodated	Regular	Modified	Alternate	Grand Total
Fail	34	2	6		42
Pass	10	5	4	16	35
Total	44	7	10	16	79
% Passed	22.7%	71.4%	40.0%	100.0%	44.3%

Social Studies

	Accommodated	Regular	Modified	Alternate	Grand Total
Fail	17		6		23
Pass	25	10	3	9	47
Total	42	10	9	9	70
% Passed	59.5%	100.0%	33.3%	100.0%	67.1%

Analysis of the TAKS performance of students included in the SLR indicate performance levels are commensurate with that of the district's special education student population. However, significant achievement gaps exist between the special education student group and the "All" group performance in our district. Additionally, special education performance does not meet state standards, as noted on the 2011 PBMAS report, in Math, Reading/ELA or Science. The standards are met in Social Studies and Writing. A 5-year longitudinal review of participation data indicates that, because of the implementation of inclusionary practices, significantly greater numbers of special education students have been included in on-level assessments. For example, in 2007, 400 special education students were administered TAKS-Mathematics; where as in 2011, the number administered was 1,346. Concurrently, TAKS-Modified participation has decreased.

2. Analyze the students with disabilities included in the SLR who receive special education services in an inclusive setting. Examine the specific services of each student and examine the effectiveness of the LEA's inclusionary practices and supports services offered to students in less restrictive environments.

Identified Issues and Findings

Of the 161 special education students included in the SLR, 135 (83.9%) students are served in instructional arrangements coded 40 - 42. Ninety-four (94) of the students (58.4%) are served in 100% mainstream environments (instructional arrangement code 40). Ninety-two (92) students have a primary disability of Learning Disabled and comprise 57.1% of the SLR sample. The frequency of other primary disabilities represented in the sample is: Auditory Impairment (6/3.7%); Autism (7/4.3%); Emotional Disturbance (15/9.3%); Intellectually Disabled (Mental Retardation; 10/6.21%); Other Health Impairment (22/13.7%); Orthopedic Impairment (1/0.6%); and, Speech impairment (8/5.0%). Ninety - eight (98) students (60.9%) are also included in the Economically Disadvantaged category. The students in the SLR sample are served in the following programs: Behavior Intervention Program (3/1.9%); Focus on Communication and Understanding Social Skills (1/0.6%); Home-bound (1/0.6%); Life Skills (5/3.1%); Positive Approach to Student Success (7/4.3%); PPCD (1/0.6%); RDSPD (4/2.5%); SILC (1/0.6%); Speech Only (7/4.3%); and, Vocational Adjustment Class (2/1.2%). The remainder (and majority) of the students in the SLR sample are served in mainstream/resource classrooms.

In order to base appropriate service delivery decisions on the need of the student, a variety of service delivery options are available in our continuum of services. These options represent a hierarchy of support that can be delivered by educators in a variety of educational contexts, and will differ in frequency and intensity based on the unique need of any student. The focus is placed on the support that the student needs in order to be successful while accessing the general education curriculum, as opposed to a place where the student goes. The support available via special education is described in terms of intensity, each representing an increased level support for the student, based on his or her need:

(a) consultative support, (b) in-class support, and (c) specialized support.

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Consultative Support:

Students who require this level of support have a relatively low need. These students are in the general education classroom receiving their instruction and do not require a second adult in the classroom. They may have need for a limited number of accommodations or support materials, which are prepared prior to instructional delivery and can be implemented by the general educator in the classroom. The need for these materials is identified through the IEP process and collaborative planning between the general education teacher and special populations personnel.

In-Class Support:

When provided the appropriate level of support to meet their needs, most students with disabilities can be successful in the context of the general education classroom with a variety of supplemental aids and services, which in some cases might include instructional or behavioral support from a second adult. This support is directly related to the goals and objectives of the student with the disability and is designed to minimize the impact of the disability on the performance of the student in the general education classroom. The support occurs in the general education classroom. The frequency (daily or weekly) and intensity of support is based on the individual need of the student and is determined via the IEP process.

Specialized Support:

Some students, due to the severity of their disability, might have to leave the general education environment for a portion of their instructional day to receive very intense and specific instruction related to their IEP goals and objectives. This ARD decision is made only after all other options, supports, supplementary aids and services in the general education environment have been considered and explored. The decision for a student to receive support in a setting other than the general education environment is reached through an analysis of individual student needs and not on the basis of disability labels or traditional special education settings.

3. Analyze the continuum of services for students, ages 3 to 5. Determine the degree to which the LEA has supplemental aids, services, and supports available in the general education classroom. Examine the effectiveness of support services offered to students in less restrictive environment.

Identified Issues and Findings

Currently, GCCISD Special Education serves 231 students in the 3 - 5 year old age range (3 years: 42; 4 years: 71; 5 years: 118). The majority (119/51.5%) are speech only students. Forty-nine (49) students are served in our Pre-School program for Children with Disabilities (PPCD) program; and, 14, all with a primary disability of autism, are served in our Structured Integrated Learning Class (SILC) program. GCCISD provides a full continuum of services for students with disabilities in this age range. Programming includes PPCD; Bilingual PPCD; Regional Day School Program for the Deaf (RDSPD) services; "Drop-in" Speech Therapy services for 3 and 4 year old students; Language Enrichment and Acquisition Program (LEAP) program for 3 and 4 year old students; as well as Life Skills, SILC and Head Start programs. Students are afforded all instructional and related services as specified in specific IEP's.

In addition, special needs students in this age range have numerous opportunities in inclusionary environments. Special Education closely collaborates with our Pre-Kindergarten program so that PPCD students are able to participate mainstream programming in the Pre-K environment. The LEAP program also affords 3 and 4 year old students Pre-K exposure. Current data indicates that the majority of students in this age range (164/71.0%) are served in instructional arrangements 40 - 42.

Integrated Interventions Continuous Improvement Plan (CIP)

LEA Name:	Goose Creek CISD		CDN:	101911	Date:	12/13/11	LEA Contact Name/Phone Number:	David Yannotta (281) 420-4422	
Performance Area Targeted	Indicator Description	Major Systems Targeted	Components	Strategies, Initiatives, and Activities	Start Date	Projected Completion Date	Resources Required and Person(s) Responsible	Evidence of Implementation	Evidence of Impact
Assessment_Performance	TAKS Passing Rate	Instruction	Data Driven Instructional Decisions	Use all available data for 100% BE/ESL student placement (i.e. Oral IPT, TERRA NOVA, TAKS, TELPAS, INOVA, CBA, Benchmarks).	8/1/2011	6/1/2012	Resources: Staff training Responsible persons: Executive Director of Curriculum & Instruction (C & I), Director of C & I, Director of Biligual/ESL and Campus Administrators	100% BE/ESL students placed correctly; documentation in LPAC folder for 100% error free PEIMS data entry	PEIMS data entry matches district to state; 100% accuracy in LPAC deliberations and documentation. The student achievement gap as measured by the state and local assessments between general and the BE/ESL special population is less than or equal to 10 points. The increase in student performance will meet all PBMAS indicators at 0 or 1. The graduation rate among ELL students will increase by +1 %. The increase in student performance will indicate at least 1 level of improvement in English proficiency and attainment as measured by TELPAS.
Assessment_Performance	TAKS Passing Rate	Instruction	Data Driven Instructional Decisions	Make informed decisions for the delivery of instruction by using all available district and state data (i.e. Oral IPT, TERRA NOVA, TAKS, TELPAS, INOVA, CBA, Benchmarks) regarding STAAR rigor and assessments.	8/1/2011	6/1/2012	Resources: All available district and state data; data analysis training Responsible persons: Executive Director of C & I, Director of C & I, Director of Bilingual/ESL, Campus Administrators and staff	PLC, ILT, and staff meeting documentation indicates that student data review is a common practice	PEIMS data entry matches district to state; 100% accuracy in LPAC deliberations and documentation. The student achievement gap as measured by the state and local assessments between general and the BE/ESL special population is less than or equal to 10 points. The increase in student performance will meet all PBMAS indicators at 0 or 1. The graduation rate among ELL students will increase by +1 %. The increase in student performance will indicate at least 1 level of improvement in English proficiency and attainment as measured by TELPAS.
Assessment_Performance	TAKS Passing Rate	Instruction	Differentiation to Meet Needs	Deliver instruction that includes linguistic accommodations based on individual student levels of proficiency in listening, speaking reading and writing (ELPS-TELPAS).	8/1/2011	6/1/2012	Resources: SIOP, ELPS & TELPAS training for all GCCISD teachers and administrators who serve English language learner; funding sources for consultants and materials Responsible persons: Executive Director of C & I, Director of C & I, Director of Bilingual/ESL, Campus Administrators	Classroom observations indicate that student linguistic accommodations are being implemented	The student achievement gap as measured by the state and local assessments between general and the BE/ESL special population is less than or equal to 10 points. The increase in student performance will meet all PBMAS indicators at 0 or 1. The graduation rate among ELLs will increase by +1 %. The increase in student performance will indicate at least 1 level of improvement in English proficiency and attainment as measured by TELPAS.

Assessment_Performance	TAKS Passing Rate	Instruction	Ongoing Monitoring of Instruction by Administrators	Conduct observations (i.e. walk-throughs).	8/1/2011	6/1/2012	Resources: Eduphoria Responsible persons: Executive Director of C & I, Director of C & I, Director of Educational Technology, Director of Bilingual/ESL, Campus Administrators and staff	Observation documentation	The student achievement gap, as measured by the state and local assessments, between general and the BE/ESL special population is less than or equal to 10 points. The increase in student performance will meet all PBMAS indicators at 0 or 1. The graduation rate among ELLs will increase by +1 %. The increase in student performance will indicate at least 1 level of improvement in English proficiency and attainment as measured by TELPAS.
Assessment_Performance	TAKS Passing Rate	Instruction	Ongoing Monitoring of Instruction by Administrators	Monitor that the delivery of instruction is in adherence with TEA/GCCISD Bilingual Transitional Early Exit program model.	8/1/2011	6/1/2012	Resources: Training - Framework of Non-Negotiables, ELPS, SIOP, TELPAS Responsible persons: Executive Director of C & I, Director of C & I, Director of Bilingual/ESL, Director of Professional Development, Campus Administrators and Teaching staff	Lesson plans, 6 week grades, PLC, staff meetings agendas and classroom observations	The student achievement gap, as measured by the state and local assessments, between general and the BE/ESL special population is less than or equal to 10 points. The increase in student performance will meet all PBMAS indicators at 0 or 1. The graduation rate among ELLs will increase by +1 %. The increase in student performance will indicate at least 1 level of improvement in English proficiency and attainment as measured by TELPAS.
Assessment_Performance	TAKS Passing Rate	Student_Support	Adult Advocate / Mentor / Advisor	Expand mentoring program for all ESL students.	8/1/2011	6/1/2012	Resources: Mentor training Responsible persons: Director of Guidance and Counseling, Director of Student Services, Director of Bilingual/ESL, Director of Communities In Schools and Family Involvement Coordinators (FICs)	Mentor meetings, activities, events	The student achievement gap as measured by the state and local assessments between general and the BE/ESL special population is less than or equal to 10 points. The increase in student performance will meet all PBMAS indicators at 0 or 1. The graduation rate among ELLs will increase by +1 %. The increase in student performance will indicate at least 1 level of improvement in English proficiency and attainment as measured by TELPAS.

Assessment_Performance	TAKS Passing Rate	Culture_Climate	Professional Learning Community	Continue to develop integrated professional learning communities on every campus.	8/1/2011	6/1/2012	Resources: PLC training Responsible persons: Executive Director of C & I, Director of C & I, Director of Bilingual/ESL, Director of Grants, Campus Administrators, Instructional Specialists, Director of Guidance and Counseling, Executive Director for School Administration	Documentation: PLC team meetings, sign-in sheets, agendas, minutes, student check sheets	The student achievement gap as measured by the state and local assessments between general and the BE/ESL special population is less than or equal to 10 points. The increase in student performance will meet all PBMAS indicators at 0 or 1. The graduation rate among ELLs will increase by +1 %. The increase in student performance will indicate at least 1 level of improvement in English proficiency and attainment as measured by TELPAS.
Completion	Graduation Rate	Academic_Support	TAKS Remediation	Provide data driven TAKS/STAAR remediation which includes focused, targeted instruction in the objectives not mastered with priority on: all 12th grade ESL students; all 1st year immigrant student through the NAC at Baytown Jr. and RS Sterling High School; all BE/ESL students in the 3rd grade or higher who are at the beginning or intermediate level of English proficiency in listening, speaking, reading, or writing.	8/1/2011	6/1/2012	Resources: TAKS/STAAR remediation training. Responsible persons: Campus Administrators, Director of Guidance and Counseling, Executive Director of C & I, Director of C & I, Bilingual/ESL Director, Executive Director for School Administration, Special Program Directors	TAKS/STAAR remediation sessions: sign-in sheets, lessons, minutes/notes, student work, and assessment reports	Increased ESL 12th grade student graduation rate in 2011-2012
Completion	Graduation Rate	Academic_Support	Tutorials	Continue to develop incentive programs to increase attendance of ESL students in tutorials.	8/1/2011	6/1/2012	Resources: Funding for incentives Responsible persons: Campus Administrators, Director of Guidance and Counseling, Executive Director for School Administration, Executive Director of C & I, Director of C & I, Bilingual/ESL Director, Executive Director for School Administration,	Session sign-in sheets, lessons, minutes/notes, student work and assessment reports	Increased ESL student attendance in tutorials
Assessment_Performance	TAKS Passing Rate	Curriculum_Assessment	Integrated / Interdisciplinary	Ensure the implementation of the curriculum within the Framework of Non-Negotiables, tied directly to the Texas Essential Knowledge and Skills (TEKS), by providing training for all Math, Science, ELA, Social Studies and CTE teachers that includes integrating strategies for special populations.	8/1/2011	5/1/2012	Resources: Eduphoria, Staff Development Funds Responsible Persons: Director of C & I, Core Content Area Coordinators, Instructional Specialists, Director of Bilingual/ESL, Director of Special Education, Director of Educational Technology, Director of CTE	Data collected from classroom walk throughs; Agendas/Sign-In Sheets; Staff development handouts; Evaluation sheets	Student Participation/Performance on Benchmarks; CBA's; AEIS/AYP Indicators; PBMAS Indicators; and, SPP Indicators
Assessment_Performance	TAKS Passing Rate	Curriculum_Assessment	Rigor	Continue to implement the inclusion initiative which includes staff development on co-teaching and differentiated instructional strategies.	8/1/2011	5/1/2012	Resources: Staff Development Funds, consultant Responsible Persons: Special Education Director and Executive Team; Curriculum and Instruction staff; Principals	Data collected from classroom walk throughs; Agendas/Sign-In Sheets; Staff development handouts; Evaluation sheets	Student Participation/Performance on Benchmarks; CBA's; AEIS/AYP Indicators; PBMAS Indicators; and, SPP Indicators
Assessment_Performance	TAKS Passing Rate	Instruction	Data Driven Instructional Decisions	Deliver training to general education and special education teachers in standards - based IEP development and modifications/accommodations.	8/1/2011	5/1/2012	Resources: Staff Development Funds, consultant Responsible Persons: Director of Special Education, Curriculum and Instruction staff, Principals	Agendas/Sign-In Sheets; Staff development handouts; Evaluation sheets	Evidence of appropriate standards-based IEP development
Assessment_Performance	TAKS Passing Rate	Instruction	Data Driven Instructional Decisions	Align the ARD committee decision-making process with the LPAC decision-making process to ensure the development of appropriate educational plans for dually-eligible SPED/LEP students.	8/1/2011	5/1/2012	Resources: iSuite Responsible Persons: Director of Special Education, Director of Bilingual/ESL, Principals	Evidence of dually constituted ARD committees that include an LPAC representative. Evidence of appropriate instructional planning for the student(s)	Evidence of appropriate IEP development as well as LPAC representation at IEP/ARD committee meetings

Assessment_Performance	TAKS Passing Rate	Instruction	Instructional Processes / Pedagogy	Develop and implement a collaborative plan (in conjunction with Curriculum and Instruction; Bilingual/LEP; and, CTE Departments) to systemically improve special education students' performance on all state assessments.	8/1/2011	5/1/2012	Resources: Staff Development funds Responsible Persons: Director of Special Education and Executive Team; Directors of C & I, Director of Bilingual/ESL, Director of CTE	Evidence of collaboration and planning. Agendas/Sign-In Sheets; Staff development handouts; Evaluation sheets	Student Participation/Performance on Benchmarks; CBA's; AEIS/AYP Indicators; PBMAS Indicators; and, SPP Indicators
Assessment_Performance	TAKS Passing Rate	Instruction	Integrated / Interdisciplinary	Train Core and CTE teacher in Integrated Academics.	6/1/2011	6/30/2012	Resources: Teacher Stipends, Office Supplies, Transportation, Business Partners Responsible Persons: Director of CTE	Integrated Academic & Contextual Learning lesson plans	Improved CTE student performance on TAKS/End of Course exams
Assessment_Performance	TAKS Passing Rate	Student_Support	Targeted Professional Development (PD) with Support	Require all CTE teachers, selected special education and bilingual/ESL staff to complete the Texas A&M Special Populations Center SPED and LEP professional development modules.	9/1/2011	8/31/2012	Resources: Online Modules Responsible Persons: Director of CTE, Director of Special Education, Director of Bilingual/ESL, Director of Staff Development	escWorks report demonstrating completion	Improved CTE student performance on TAKS/End of Course exams
Assessment_Performance	TAKS Passing Rate	Student_Support	Evaluation of Results (Support/Intervention)	Convene feeder pattern transitional/vertical alignment meetings with teachers and administrators focusing on student needs to ensure a seamless transition, targeting 5th to 6th and 8th to 9th grades.	1/2/2012	6/1/2012	Resources: Staff Development Funds Responsible Persons: Director of CTE, Director of Special Education, Director of Bilingual/ESL, Director of C & I, Campus Principals	Agendas/Sign-In Sheets; Evaluation sheets	Improved student performance on STAAR/TAKS/End of Course exams
Assessment_Performance	TAKS Passing Rate	Culture_Climate	High Expectations	Continue to provide CTE information on career pathways to elementary campuses on a regular basis.	8/1/2011	6/1/2012	Resources: CTE program funds Responsible Persons: Director of CTE, Director of Special Education, Director of Bilingual/ESL, Director of C & I, Campus Principals, Campus Counselors	Agendas/Sign-In Sheets; Evaluation sheets	Increased enrollment of secondary students in CTE programs of study
Assessment_Performance	TAKS Passing Rate	Student_Support	Data Driven / Timely / Targeted Support	Develop and implement collaborative procedures for the appropriate placement, coding and determination of services required for special education students in CTE programs of study.	10/1/2011	6/1/2012	Resources: Staff Development Funds Responsible Persons: Director of CTE, Director of Special Education, Director of C & I, Campus Principals and Campus Counselors	Written procedures	Improved TAKS passing rate for special ed students enrolled in CTE programs of study
Assessment_Performance	TAKS-Alt. Participation	Curriculum_Assessment	Data-Driven Decision-Making	Continue implementation of strategic plan to ensure appropriate alternate-testing decision-making.	8/1/2011	6/1/2012	Resources: Special Education Management System; Staff Development Funds Responsible Persons: Director of Special Education; Special Education Coordinators; Principals; Director of Educational Technology	Regular test audits	Decrease of STAAR-Alternate Assessment participation
Representation	African-American	Student_Support	Response to Interventions (RTI)	Continue to implement plan to address overrepresentation of African-American representation in special education.	8/1/2011	6/1/2012	Resources: iSuite; TEAMS; Staff Development Funds Responsible Persons: Director of Special Education, Director of Interventions, Director of Educational Technology; Principals; Special Education Evaluation Staff	Revised evaluation protocols; enhanced RtI process	PBMAS Indicator 13 reduced to state standard of 1.0; reduction in number of African-American students referred to RtI Tier 3
Discipline	ISS Placements	Behavior_Social_Skills	Behavioral Interventions	Enhance the plan to work with targeted campuses to implement positive behavior supports.	8/1/2011	6/1/2012	Resources: iSuite; TEAMS; Staff Development Funds Responsible Persons: Director of Special Education, Director of Interventions, Director of Educational Technology; Principals; Director of Counseling; Director of Student Services	Training logs; Revised guidelines	PBMAS Indicator 17 is reduced to state standard
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SCHOOL BOARD AGENDA ITEM SUMMARY

February 13, 2012

SUBJECT: **CONSIDERATION OF DONATION FROM EXXONMOBIL**

RECOMMENDED ACTION: Approve the donation from ExxonMobil in the amount of \$20,000. The funds will be used to support the AVID Program.

RATIONALE: In accordance with Board Policy and Administrative Guidelines, the Board of Trustees approves all donations over \$4,999.99.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable.

RESOURCE PERSONNEL: Dr. Toby York
 Ms. Diana Cox
 Ms. Christi Leath

SCHOOL BOARD AGENDA ITEM SUMMARY

February 13, 2012

SUBJECT: CONSIDERATION OF DONATION FROM EXXONMOBIL

RECOMMENDED ACTION: Accept the donation of \$38,000 from ExxonMobil.

RATIONALE: In accordance with Board Policy and Administrative Guidelines, the Board of Trustees approves all donations over \$4,999.99.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable.

RESOURCE PERSONNEL: Dr. Toby York
Ms. Diana Cox
Ms. Holly Malloy
Ms. Candace Ochoa



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**CANDACE OCHOA
COORDINATOR OF SCIENCE K-12 and HEALTH 9-12**

Date: February 6, 2012
To: Dr. York
From: Candy Ochoa
Re: \$38,000 Exxon Mobil Donation

ExxonMobil has donated \$38,000.00 to the district to fund a variety of science programs. I met earlier this year with Connie Tilton, ExxonMobil Community Relations Representative, to discuss this generous donation and to mutually identify our intended uses of this funding. It is thanks to this funding that we are able to do the following:

- \$15,000 Biology Program (Back to the Bay Wetlands Center trips for Biology students) 492.11.6299.00.810.211.000
- \$5,000 Provide opportunities for GCCISD teachers to attend the Conference for the Advancement of Science Teaching (CAST) 492.13.6412.00.810.211.000
- \$10,000 Provide transportation for students to and from the Eddie Gray Wetlands Center 492.11.6412.00.810.211.000
- \$8,000 Provide teachers opportunities for curriculum development and writing 492.13.6117.00.810.211.000

Please find attached the check from ExxonMobil.

If you have any questions, please contact me.

EXXON MOBIL CORPORATION
OR AN AFFILIATED COMPANY
P O BOX 2519
HOUSTON, TX 77252-2519

PAGE 1 OF 1

CHECK # 2500565785
CHECK DATE 01/25/2012

2100338 01 SD T 3017 S403 -P00338



GOOSE CREEK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT
PO BOX 30
BAYTOWN TX 77522-0030

CODE	OUR REFERENCE	DATE	YOUR REFERENCE	NET AMOUNT
PAY4	1900001864	01/19/2012	84990	\$38,000.00
Payment made per agreement with ExxonMobil contracting entity. Refer inquiries to 1-800-833-1510 or check payment status at www.payment-advice.com				

* INCLUDE WITH EACH INQUIRY	PAYEE ID NUMBER 0006318222	CHECK # 2500565785	CHECK DATE 01/25/2012	CHECK AMOUNT *****\$38,000.00
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SUZ100338-0001_of_0001 3017-0000361 (F235)

DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK # 2500565785 ATTACHED BELOW

EXXON MOBIL CORPORATION
OR AN AFFILIATED COMPANY
P O BOX 2519
HOUSTON, TX 77252-2519

62-20
311

CHECK #: 2500565785

CHECK DATE: 01/25/2012

Thirty-eight Thousand and 00/100 Dollars

PAY TO THE ORDER OF: GOOSE CREEK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT
PO BOX 30
BAYTOWN TX 77522-0030

*****\$38,000.00

VOID AFTER SIX MONTHS

Evan M Van Kirk
AUTHORIZED SIGNATURE

CITIBANK, N.A.
ONE PENN'S WAY, NEW CASTLE, DE 19720

PAYEE ID NUMBER
0006318222

⑈ 2 500 56 5 78 5 ⑈ ⑆ 0 3 1 1 0 0 2 5 0 9 ⑆ 3 8 6 9 5 9 7 9 ⑈

SCHOOL BOARD AGENDA ITEM SUMMARY

February 13, 2012

SUBJECT: CONSIDERATION OF THE PROPOSED SINGLE-MEMBER DISTRICT BOUNDARY MAPS

RECOMMENDED ACTION: Administration recommends approval of the proposed single-member district maps for submittal to the Justice Department for approval.

RATIONALE: The analysis of the 2010 census information has determined that the 2010 distribution of residential population is not in compliance with an equal distribution of this population across our seven single-member districts. Therefore, we must adjust the district boundaries in order to be in compliance with federal law (Voting Rights Act of 1965).

BUDGET PROVISIONS: None

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Côté
Ms. Noemi Garcia



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**PETE CÔTÉ
EXECUTIVE DIRECTOR
OF SUPPORT SERVICES
AND SPECIAL PROJECTS**

May 4, 2011

TO: DR. TOBY YORK

FROM: PETE CÔTÉ

SUBJECT: GOOSE CREEK CISD REDISTRICTING UPDATE

I have attached an email from Dr. Robert Stein providing an overview of his initial analysis of our 2010 census information. His analysis has determined that the 2010 distribution of residential population is not in compliance with an equal distribution of this population across our seven single member districts. Therefore, we must adjust the boundary lines for at least six of the seven districts.

I have directed Dr. Stein to move forward with identifying a district map that equalized the population in each trustee district while remaining in compliance with federal law. I have also requested Dr. Stein to provide this map in such a fashion that it keeps the current and/or future trustees in their existing zones.

Please contact me if you have any questions.

xc: Dr. Byron Terrier

Attachment

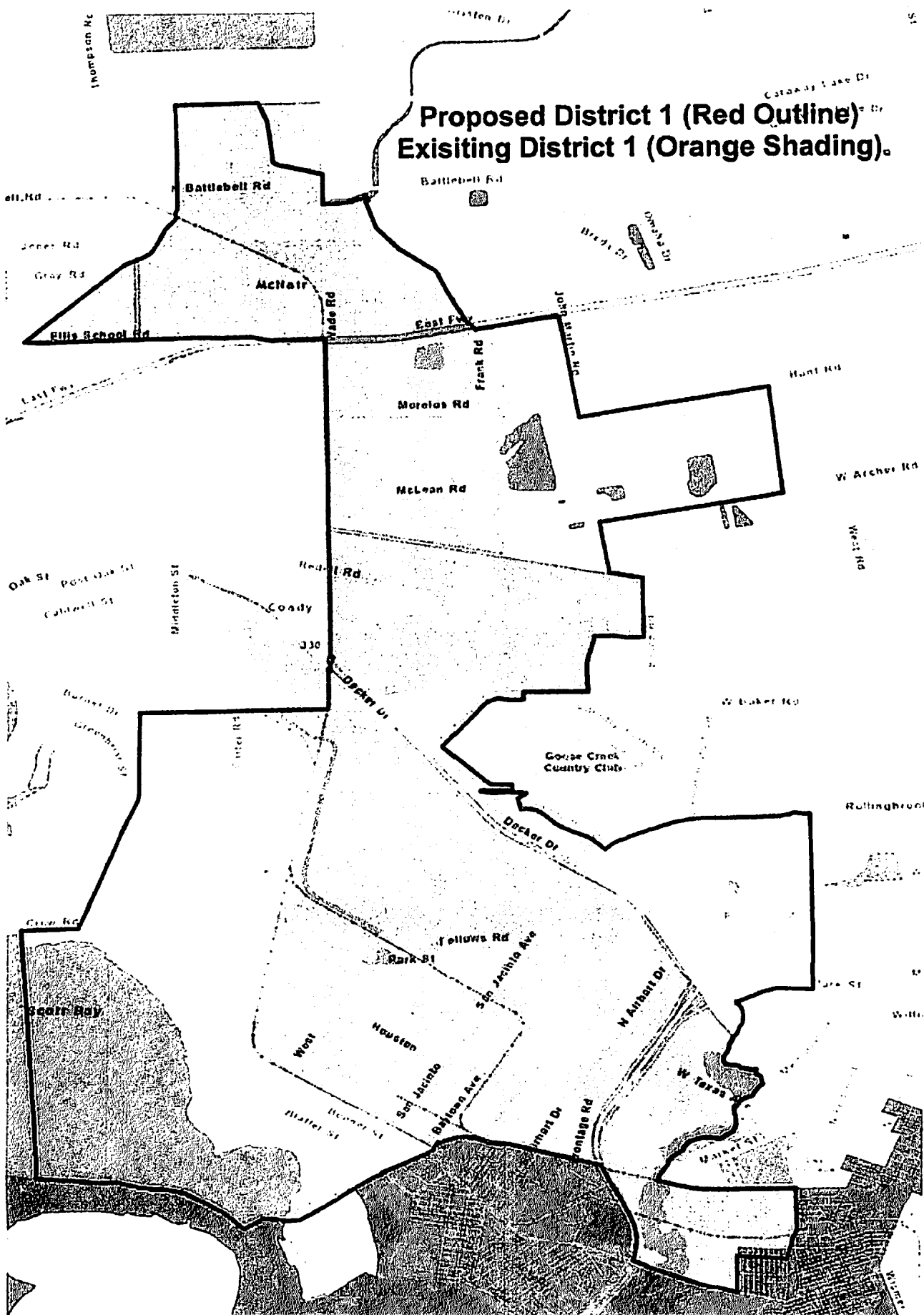
To: Pete Cote, Goose Creek ISD
From: John Alford and Robert Stein
Rice University
Re: Initial analysis, redistricting for Goose Creek ISD
Date: April 29, 2011

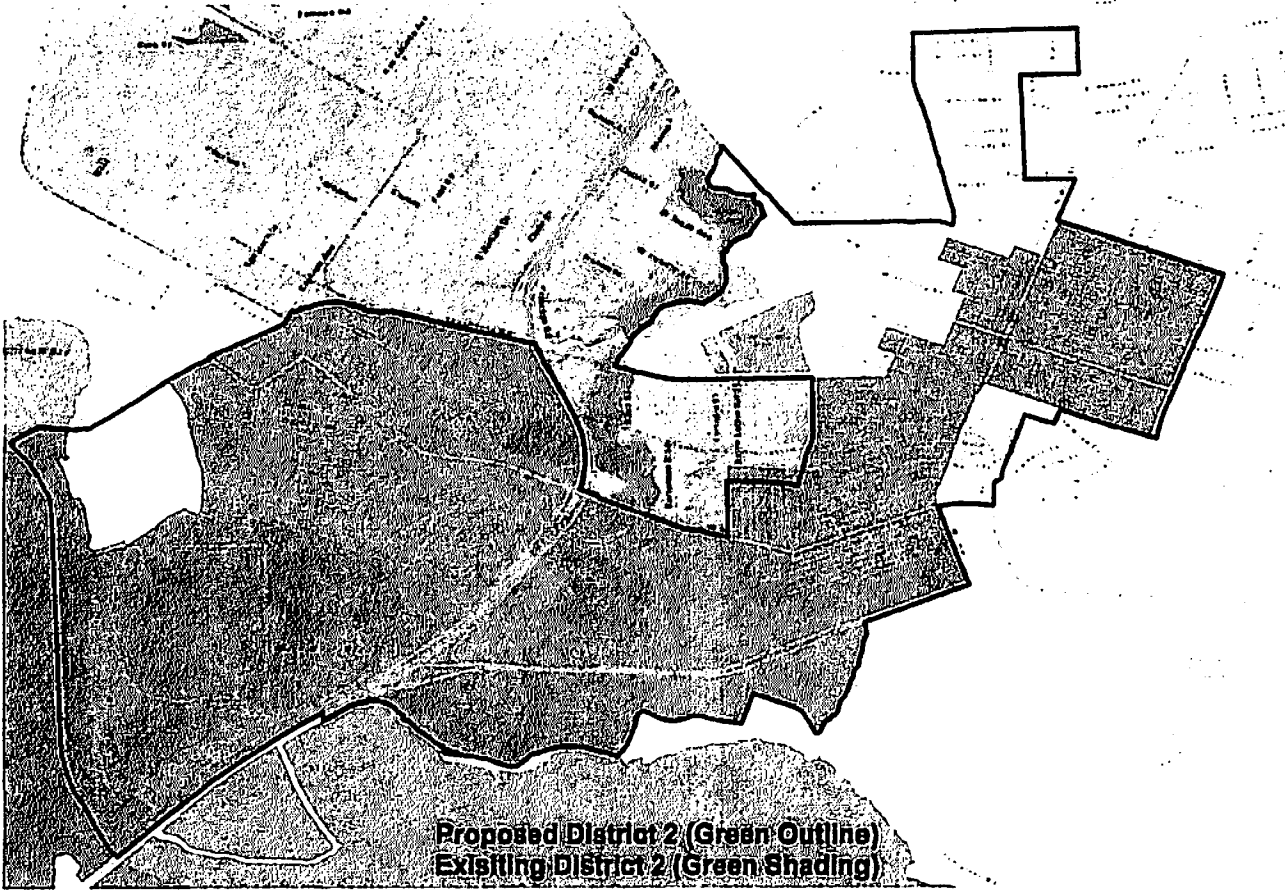
Per our agreement with the Goose Creek Independent School District, Texas we have completed our initial analysis of the current distribution of city population by trustee district. We have determined that the current distribution of residential population is not in compliance with the requirement of an equal distribution of residential population across the city's seven single member school trustee districts.

The 2010 Census reports the residential population within boundaries of the Goose Creek Independent School District at 99,072 persons. With seven single member trustee districts each district's size should be 14,153 persons. The table below details the current population totals for each district. The cumulative deviation (top-to-bottom) by district from an equal distribution of city population cannot exceed 10%. At present the cumulative deviation is 75.5%. Districts 1,2,3 and 7 are significantly under populated while districts 5 and 6 are both over populated. Only district 4 is within the acceptable range of required population size. District boundaries for at least six of the seven districts will have to be adjusted in order to be in compliance with federal law.

District	Total	Total_Dev.	% Dev.
D1	10,423	-3,730	-26.4
D2	11,054	-3,099	-21.9
D3	12,970	-1,183	-8.4
D4	14,147	-6	0.0
D5	21,152	6,999	49.5
D6	17,776	3,623	25.6
D7	11,550	-2,603	-18.4
Total	99,072		
Ideal	14,153		
Cum. Dev.			75.8

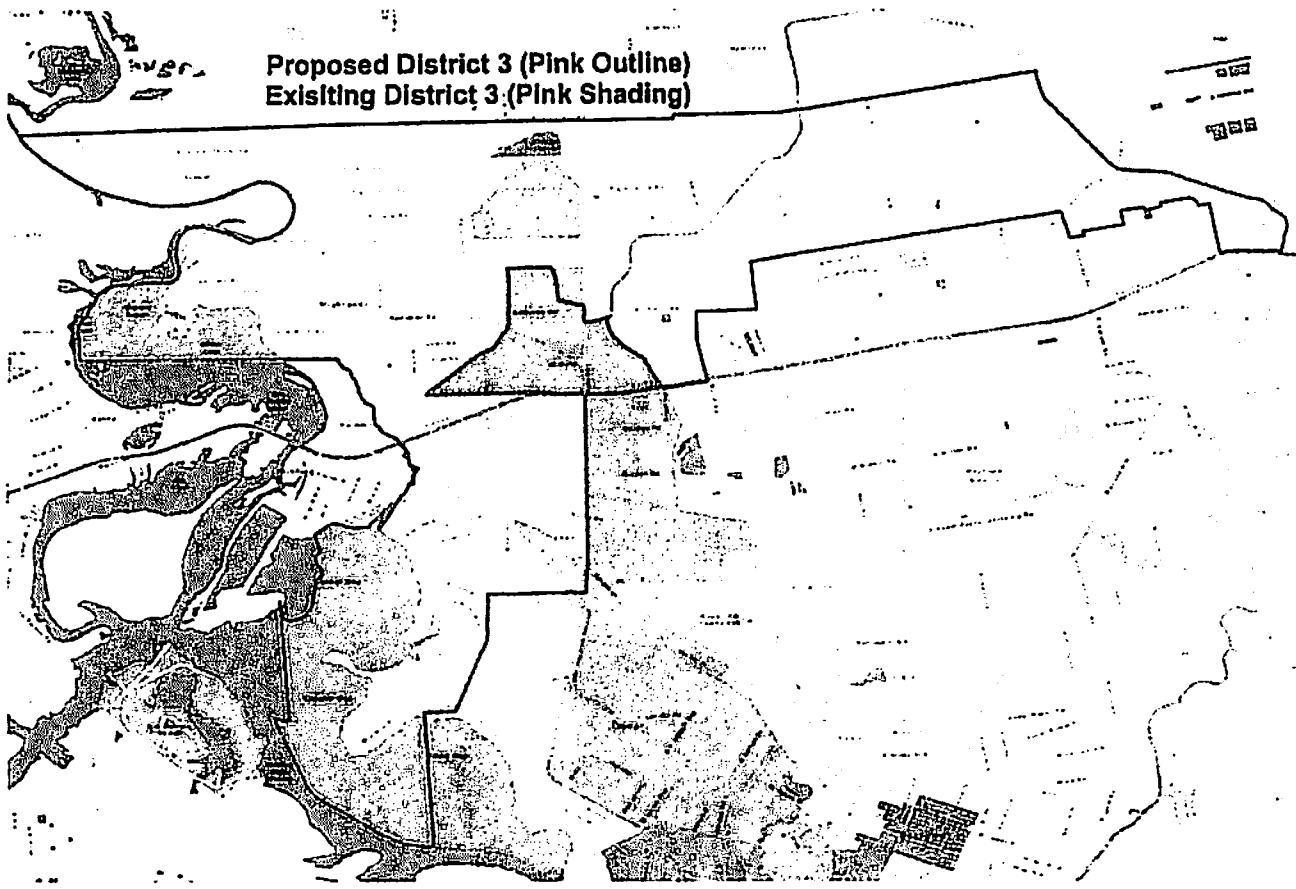
**Proposed District 1 (Red Outline)
Existing District 1 (Orange Shading).**

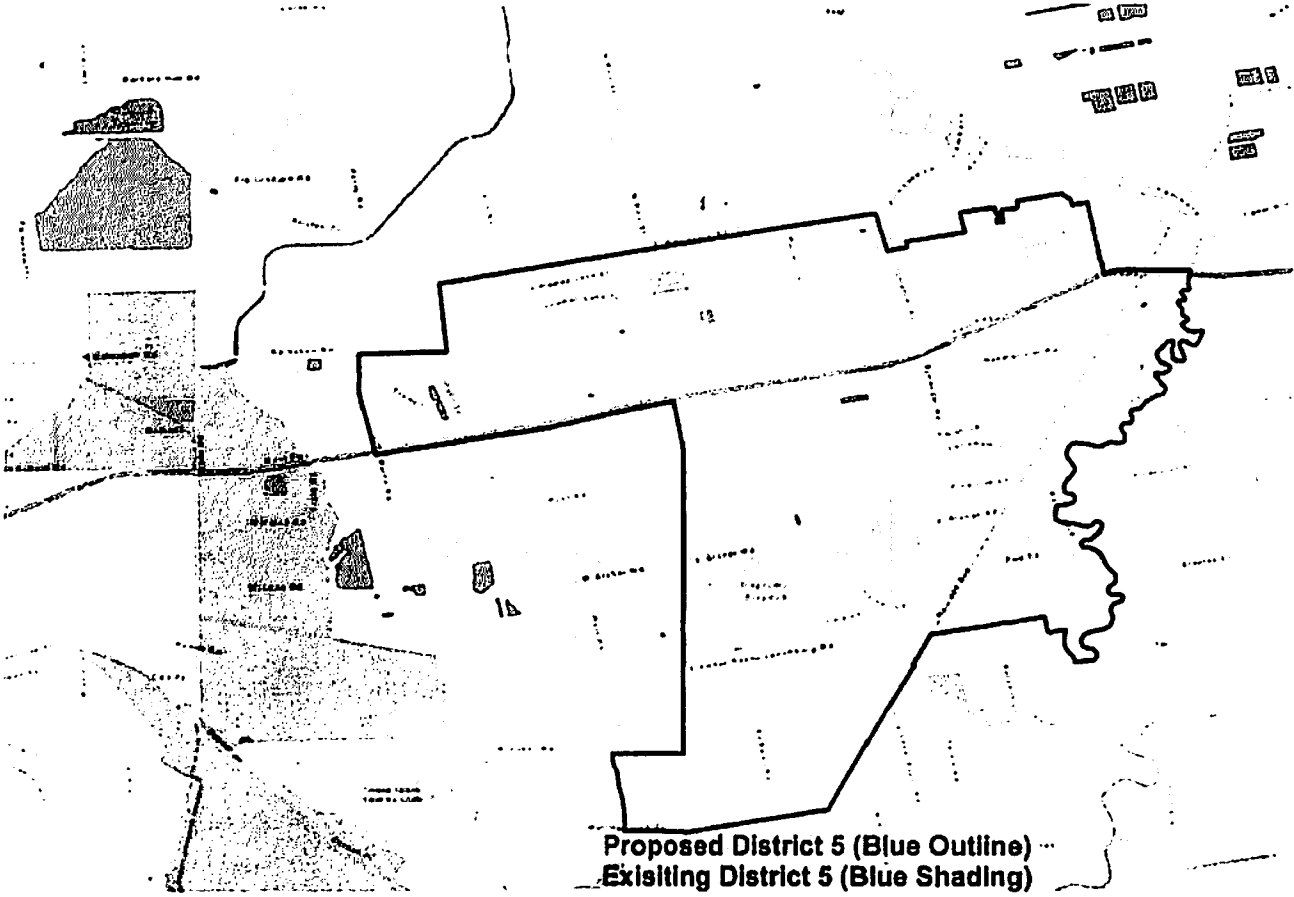




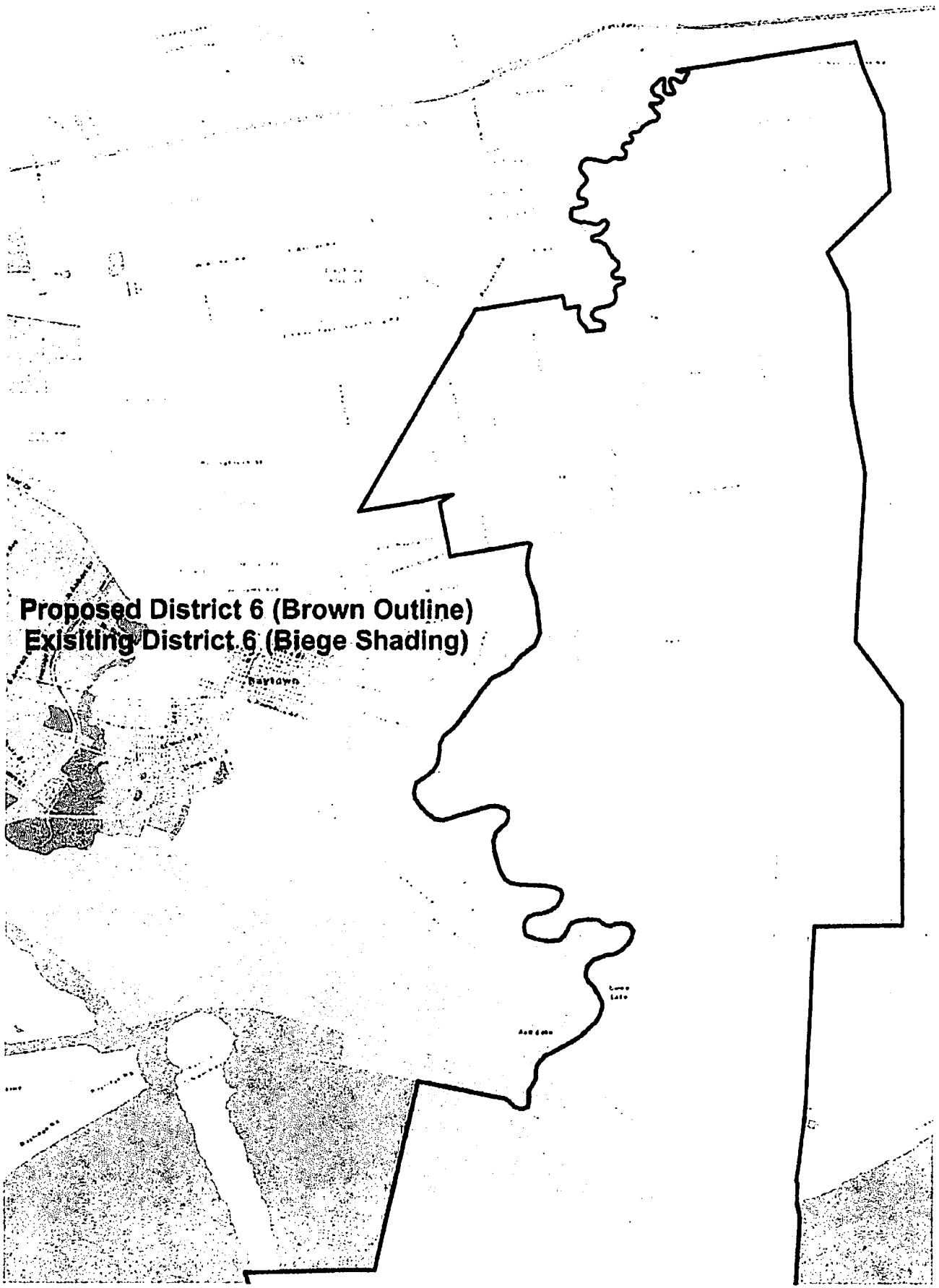
Proposed District 2 (Green Outline)
Existing District 2 (Green Shading)

Proposed District 3 (Pink Outline)
Existing District 3 (Pink Shading)





Proposed District 5 (Blue Outline)
Existing District 5 (Blue Shading)

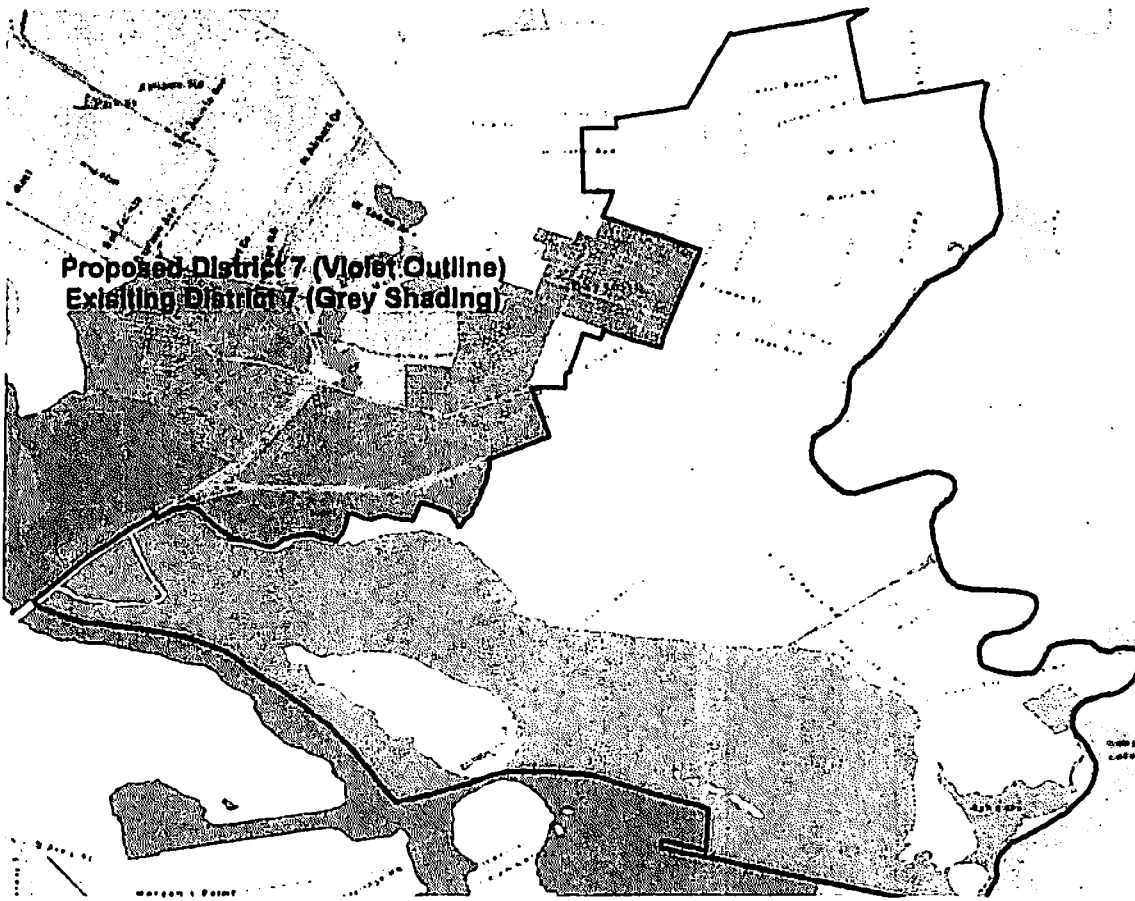


Proposed District 6 (Brown Outline)
Existing District 6 (Beige Shading)

Raytown

Lone Lake

Aurora



SCHOOL BOARD AGENDA ITEM SUMMARY

February 2, 2012

SUBJECT: CONSIDERATION OF THE 2012-13 INSTRUCTIONAL CALENDAR

RECOMMENDED ACTION: Approve the 2012-13 Instructional Calendar

RATIONALE: Administrative Guidelines state in Section 1.15 that: “The Superintendent shall submit the calendar to the Board for final approval.” The approval of the school calendar will enable the administration and staff to plan the school program for 2012-2013.

BUDGET PROVISIONS/ACTION REQUIRED: Not Applicable

RESOURCE PERSONNEL: Dr. Toby York
Dr. Bernard Cannariato
Ms. Diana Cox
Ms. Christi Leath

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT 2012-2013 INSTRUCTIONAL CALENDAR DRAFT

Draft Calendar 1

JULY

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

AUGUST

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

SEPTEMBER

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

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

NOVEMBER

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

DECEMBER

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

JANUARY

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

FEBRUARY

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

MARCH

S	M	T	W	T	F	S
					1 27	2
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24	25 11	26 12	27 13	28 14	29 H	30
31						
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28
34
89

APRIL

S	M	T	W	T	F	S
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21	22 1	23 2	24 3	25 4	26 5	27
28	29 6	30 7				
21						

MAY

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12	13 16	14 17	15 18	16 19	17 20	18
19	20 21	21 22	22 23	23 24	24 25	25
26	27 H	28 26	29 27	30 28	31 29	
22						

JUNE

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						1
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9	10 BW	11	12	13	14	15
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23	24	25	26	27	28	29
30						
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 Early Release PK-8 Only Early Release High School Only Early Release District

February 7, 2012

2012-2013 Draft Instructional Calendar 1 Detail

First Semester

August 27- October 5 -----	29 days
October 9-November 16 -----	29 days
November 26-January 18 -----	30 days
First Semester Total-----	88 days

Second Semester

January 23-March 1-----	27 days
March 4-April 19 -----	28 days
April 22-June 7 -----	34 days
Second Semester Total -----	89 days

August 14-16 -----	New Teacher Orientation
August 20-23 -----	District Staff Development Days
August 24 -----	Teacher Workday
August 27 -----	Students Report for First Day of Instruction
September 3 -----	Labor Day – Holiday
October 3 -----	PK-8 Early Release Day
October 8 -----	Columbus Day - Holiday
November 14 -----	PK-8 Early Release Day
November 19-20 -----	District Instructional Exchange Days
November 21-23-----	Thanksgiving Holidays
December 21 -----	District Early Release Day
December 24-January 4-----	Winter Holidays
January 21 -----	Martin Luther King, Jr. - Holiday
January 22 -----	Teacher Workday/Student Holiday
January 23 -----	Students Report for First Day of Instruction – Second Semester
February 15-----	District Staff Development Day
March 11-15-----	Spring Break
March 29 -----	Good Friday Holiday
April 1 -----	Bad Weather Day
May 1 -----	PK-8 Early Release Day
May 27 -----	Memorial Day – Holiday
June 6 -----	High School Only Early Release Day
June 7 -----	Last Day of Student Instruction/ District Early Release Day
June 8 -----	Teacher Workday
June 10 -----	Bad Weather Day

<i>Total - Staff Development Days -----</i>	<i>5</i>
<i>Total- Staff Development Exchange Days-----</i>	<i>2</i>
<i>Total - Teacher Workdays -----</i>	<i>3</i>
<i>Total -----</i>	<i>10</i>

DAYS OF INSTRUCTION -----	177 days
CONTRACT DAYS -----	187 days

Graduation Dates

June 6-----	Goose Creek Memorial High School
June 7-----	Ross S. Sterling High School
June 8-----	Robert E. Lee High School

February 7, 2012

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT 2012-2013 INSTRUCTIONAL CALENDAR DRAFT

Draft Calendar 2

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

S	M	T	W	T	F	S
						1
2	3 30	4 31	5 32	6 33	7 34	8 TW
9	10 BW	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
5						

■ Early Release PK-8 Only ■ Early Release High School Only ■ Early Release District

February 7, 2012

2012-2013 Draft Instructional Calendar 2 Detail

First Semester

August 27- October 5 -----	29 days
October 9-November 16 -----	29 days
November 26-January 18 -----	30 days
First Semester Total-----	88 days

Second Semester

January 23-March 1-----	27 days
March 4-April 19 -----	28 days
April 22-June 7 -----	34 days
Second Semester Total -----	89 days

August 14-16 -----	New Teacher Orientation
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<i>Total - Staff Development Days -----</i>	<i>5</i>
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<i>Total - Teacher Workdays -----</i>	<i>3</i>
<i>Total -----</i>	<i>10</i>

DAYS OF INSTRUCTION -----	177 days
CONTRACT DAYS -----	187 days

Graduation Dates

June 6-----	Goose Creek Memorial High School
June 7-----	Ross S. Sterling High School
June 8-----	Robert E. Lee High School

February 7, 2012

Instructional Calendar 2012-13

Calendar 1	345	55.9%
Calendar 2	272	44.1%
Grand Total	617	

Alamo Elementary

Calendar 1	7
Calendar 2	8
Total	15

Ashbel Smith Elementary

Calendar 1	21
Calendar 2	14
Total	35

Austin Elementary

Calendar 1	6
Calendar 2	26
Total	32

Baytown Jr.

Calendar 1	21
Calendar 2	13
Total	34

Bowie Elementary

Calendar 1	16
Calendar 2	9
Total	25

Carver Elementary

Calendar 1	15
Calendar 2	9
Total	24

Cedar Bayou Jr.

Calendar 1	7
Calendar 2	13
Total	20

Crockett Elementary

Calendar 1	5
Calendar 2	7
Total	12

DeZavala Elementary

Calendar 1	13
Calendar 2	14
Total	27

Gentry Jr.

Calendar 1	20
Calendar 2	15
Total	35

Goose Creek Memorial HS

Calendar 1	30
Calendar 2	17
Total	47

Harlem Elementary

Calendar 1	15
Calendar 2	29
Total	44

Highlands Elementary

Calendar 1	11
Calendar 2	5
Total	16

Highlands Jr.

Calendar 1	11
Calendar 2	9
Total	20

Hopper Primary

Calendar 1	6
Calendar 2	3
Total	9

Horace Mann Jr.

Calendar 1	16
Calendar 2	7
Total	23

Impact Early College HS

Calendar 1	4
Calendar 2	1
Total	5

Lamar Elementary

Calendar 1	11
Calendar 2	17
Total	28

Lee High School

Calendar 1	18
Calendar 2	7
Total	25

Peter E. Hyland Center

Calendar 1	9
Calendar 2	4
Total	13

San Jacinto Elementary

Calendar 1	15
Calendar 2	8
Total	23

School Community Guidance

Calendar 1	3
Calendar 2	3
Total	6

Sterling High School

Calendar 1	40
Calendar 2	16
Total	56

Stuart Career Center

Calendar 1	1
Total	1

Travis Elementary

Calendar 1	9
Calendar 2	4
Total	13

Victoria Walker Elementary

Calendar 1	15
Calendar 2	14
Total	29

SCHOOL BOARD AGENDA ITEM

February 13, 2012

SUBJECT: CONSIDERATION OF CLASS SIZE WAIVER #2

RECOMMENDED ACTION: Approve Request to TEA for Class Size Waiver #2

RATIONALE: The Texas Education Agency (TEA) requires districts to staff at a 22:1 student-to-teacher ratio in grades K-4. School districts not in compliance must have school board approval to request waivers under the following conditions:

*Unanticipated enrollment growth may only be cited as the reason for the waiver request if no more than one section per grade level at a campus has more than 22 students. If two or more sections at a grade level at a campus have more than 22 students, then the reason for the waiver request must be shortage of teachers, shortage of facilities, **financial hardship**, or shortage of both teachers and facilities.*

School districts not in compliance must ask the Texas Education Agency for a class size waiver.

BUDGET PROVISIONS/ACTION: None

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron P. Terrier
Ms. Diana Cox
Ms. Suzanne Heinrich
Ms. Susan Moore-Fontenot



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**SUSAN MOORE-FONTENOT
DIRECTOR OF PERSONNEL
FOR ELEMENTARY AND JUNIOR SCHOOL PROFESSIONALS**

February 3, 2012

TO: DR. TOBY YORK
FROM: Susan Moore-Fontenot
SUBJECT: CLASS SIZE WAIVER #2 – SPRING 2012

The Texas Education Agency (TEA) requires districts to staff elementary classrooms in grades K-4 at 22:1. Class size waivers must be requested because of:

- *unanticipated growth* when only one section per grade level at a campus has more than 22 students due to unexpected increases in the number of students enrolled in K through 4, or
- if two or more sections at a grade level at a campus have more than 22 students, then the reason for the waiver must be *shortage of teachers, shortage of facilities, or shortage of both teachers and facilities, or financial hardship* (new for 2011-2012).

On September 26, 2011, the Board approved the official class size waiver. TEA has also approved the fall waiver and parents have been notified as required by the Agency. Using the February 1, 2012, membership report, please note the changes since the fall which require approval by the Board of Trustees:

Campus	Waivers Requested 9-26-2011	Current Compliance Status 1/11/2012	Sections Requiring Waiver
Alamo	2	2 sections still out of compliance	2
Ashbel Smith	1	<i>No waiver required</i>	0
Austin	No waiver required	<i>No waiver required</i>	0
Bowie	4	<i>No waiver required</i>	0
Carver	1	<i>No waiver required</i>	0
Crockett	6	6 sections still out of compliance	6
DeZavala	1	1 section still out of compliance	1
Harlem	8	3 new sections out of compliance 7 sections still out of compliance	10
Highlands	5	3 new sections out of compliance 4 sections still out of compliance	7
Hopper	No waiver required	<i>No waiver required</i>	0
Lamar	No waiver required	<i>No waiver required</i>	0
San Jacinto	2	<i>No waiver required</i>	0
Travis	6	2 sections still out of compliance 3 new sections out of compliance	5
Walker	1	1 section still out of compliance 4 new sections out of compliance	5
Total	37 Waivers/46 Students	23 sections still out of compliance 13 new sections out of compliance 4 campuses no longer require waiver	36 Waivers/52 Students (one less waiver + 6 additional students)

CLASS SIZE WAIVER#2 – SPRING 2012

Page 2

Since the original waivers were approved by the Board and TEA, school personnel have worked extremely hard to continue balancing sections clustering students which impact 8,192 students in 415 sections in grades K-4. Since the last waiver, the District continues to make adjustments because of student mobility. The District's elementary enrollment increased by +92 students from this time last year. Enrollment in GCCISD is a moving target. Listed below is a summary of the interventions to resolve sections which exceed 22:1 during the 2011-2012 school year:

1. Staffed at 22:1 during staffing forecasting meetings with principals in February 2011.
2. Made two FTE (teacher) adjustments before school began (during the summer) based on projected student exits from bilingual, pass rates on TAKS, new GATE qualifiers, etc.
3. Made adjustments in September based on increases and/or decreases in actual campus enrollment trends by:
 - a. Clustering approximately 62 kindergarten through 4th grade students using cluster guidelines;
 - b. Balancing sections to achieve 22:1;
 - c. Seeking student volunteers to attend campuses where space is available;
 - d. Seeking to keep special populations on home campuses where possible;
 - e. Reassigned 9 teachers (four within the campus because of growth and five within the district because of decrease in enrollment) using current FTE allocations;
4. Approved the hiring of nine additional teachers because of increase in enrollment in September 2011.
5. Hired four instructional aides to help with overcrowding when space did not allow hiring additional staff and/or class sizes were large for the grade level (Victoria Walker, Harlem, and Highlands).

Attached you will find the following items revised documents required to be submitted to TEA to approved this waiver as approved by the Board of Trustees:

1. District *Compliance Plan* which shows the specific steps that the District will take to come into compliance and the specific timeline for eliminating the need for future waivers. (Attachment D)
2. District Improvement Plan (Attachment F) and Campus Improvement Plans (Attachment G) will be modified to include the strategies listed in the compliance plan.
3. Written notice of the exception to the parent of (or person standing in parental relation to) *each student affected by the exception* in Spanish and English that will be mailed once approval of the revised waiver is received from TEA.

Updated longitudinal data regarding waivers submitted by the District and campuses is included as Attachments A and B. Campus principals and the Transportation Department should be recognized for their hard work in complying with these guidelines. We will continue to monitor enrollments until the last 12 weeks of school. As the District experiences growth, campus support will be provided to ensure student achievement. The District will utilize this enrollment trend information to make staffing recommendations for 2012-2013 in order to avoid future waivers.

The waiver needs to be on the February 13, 2012, agenda and the official report will be submitted to TEA after the Board meeting. Feel free to contact me should you have any questions.

Attachments: Class Size Waiver History – District (Attachment A)
Class Size Waiver History – Campus (Attachment B)
TEA Class Size Waiver (Attachment C)
GCCISD Compliance Plan (Attachment D)
Parent Notification Letter – English/Spanish (Attachment E)
District Improvement Plan (Attachment F)
Campus Improvement Plans (Attachment G)

xc: Dr. Byron Terrier
Ms. Diana Cox
Ms. Suzanne Heinrich

ATTACHMENT A

Class Size Waiver History – Historical District Summary

YEAR	CAMPUSES	SECTIONS AFFECTED/ TOTAL SECTIONS	STUDENTS AFFECTED/ TOTAL STUDENTS	PK-4 Growth Y-T-D
Fall 2004	3	5/ 378	9	
Spring 2005	6	16/ 378	25	
Fall 2005	5	5	9	
Spring 2006	10	32	47	
Fall 2006	7	16	27	
Spring 2007	7	25	44	
Fall 2007	3	3/ 409	4/ 7,900	
Spring 2008	5	21/411	25/7,882	
Fall 2008	6	16/414	26/8,008	+95
Spring 2009	7	25/414	33/8,024	+259
Fall 2009	5	6/409	14/8,003	+106
Fall 2010	7	16/416	19/8,143	+84
Fall 2011 (9/26/2011)	11	37/407	46/8,119	+209
2/1/2012	7	36/415	52 / 8,192	+92

CLASS SIZE WAIVER HISTORY BY CAMPUS

ATTACHMENT B

Campus	Fall 2005	Spring 2006	Fall 2006	Spring 2007	Fall 2007	Spring 2008	Fall 2008	Spring 2009	Fall 2009	Fall 2010	Fall 2011	Spring 2012
Alamo											X	X
Ashbel-Smith											X	
Austin	X ¹	X ¹⁻⁶	X ¹⁻⁶				X ¹	X ²	X ³	X ¹⁻⁴		
Bowie	X ¹	X ¹				X ¹	X ²	X ³	X ⁴	X ¹⁻⁵	X	
Carver		X ¹		X ¹	X ¹		X ¹				X	
Crockett	X ¹	X ¹⁻⁴	X ¹⁻⁵	X ¹⁻⁵			X ¹	X ²		X ¹	X	X
DeZavala		X ¹	X ¹	X ¹⁻³	X ¹⁻⁴				X ¹		X	X
Harlem		X ¹	X ¹	X ¹⁻³		X ¹	X ²	X ³	X ⁴	X ¹⁻⁵	X	X
Highlands Elem.	X ¹	X ¹⁻³	X ^{1,4}	X ¹⁻⁵						X ¹	X	X
Hopper	X ¹	X ¹	X ^{1,3}	X ¹⁻⁴		X ¹	X ²	X ³				
Lamar		X ¹	X ¹	X ¹⁻³				X ¹				
San Jacinto										X ¹	X	
Travis		X ¹			X ¹	X ¹				X ¹	X	X
Victoria Walker						X ¹		X ¹	X ²		X	X
District Total	5 ^{2,3,4,6}	10 ^{1-4,7}	7 ^{1-4,6}	7 ^{1-4,6}	3 ¹⁻⁶	5 ¹	6 ¹⁻²	7 ¹⁻³	5 ¹⁻⁴	7 ¹⁻⁶	11	7

Number of Semesters Waivers Submitted	Campus Requirements	District Requirements
Each semester ¹	<p>Provide written notice of exception to parent of each student affected include all 4 elements (particular class for which waiver granted, number of students in the class, sent in child's native language) no later than the 31 days from the date the waiver was granted.</p> <p>Include strategies to eliminate/prevent a class size waiver in the district and campus improvement plans.</p>	

2011 - 2012 Request for Maximum Class Size Exception

ATTACHMENT C

State Waiver Unit

1701 N. Congress Ave. Austin, TX 78701-1494 (512) 463-9630 Fax (512) 475-3666 www.tea.state.tx.us

This form is also available on-line at www.tea.state.tx.us/exception_applications. Completed forms must be submitted via email to waivers@tea.state.tx.us or in hard copy to the Texas Education Agency, State Waiver Unit, 1701 North Congress Avenue, Austin, TX 78701-1494 or Fax: 512-475-3666. (This report is authorized under TEC §25.112.)

It is not necessary to submit this form unless an exception is needed.

District Name:	District Address:	District City, Zip Code:	County/District #:	District Accountability Rating: (E=Exemplary, R=Recognized, A=Acceptable, U=Unacceptable, NR=Not Rated)
GOOSE CREEK CISD	4544 I-10 EAST FREEWAY	BAYTOWN, TX 77521	101-911	E <input type="checkbox"/> R <input type="checkbox"/> A <input checked="" type="checkbox"/> U <input type="checkbox"/> NR <input type="checkbox"/>

Instructions

At the beginning of the school year, each school district in Texas is required to review its class size enrollment to determine whether its class sizes for grades kindergarten (K) through four meet the requirements of TEC §25.112. If the review indicates that any class for grades K-4 exceeds the allowable class size limit of 22 students per class (22:1), the district must submit a request for exception under TEC §25.112(d). Enter the total number of sections and the reason(s) for the exception request. Class size limits do not apply to physical education or fine arts classes.

The exception request must be submitted to TEA (Commissioner) no later than **October 3, 2011 or the 30th day after the first school day the district exceeds the limit.**

Campus Name	Campus No.	Campus Accountability Rating: (E=Exemplary, R=Recognized, A=Acceptable, U=Unacceptable, NR=Not Rated)	Total Sections					Total K-4 Sections	Reason(s): (F=Facilities, T=Teachers, UG=Unanticipated Growth, FH=Financial Hardship, O=Other)
			K	1	2	3	4		
ALAMO ELEMENTARY**	101	E <input type="checkbox"/> R <input type="checkbox"/> A <input checked="" type="checkbox"/> U <input type="checkbox"/> NR <input type="checkbox"/>					2	2	F <input type="checkbox"/> T <input type="checkbox"/> UG <input checked="" type="checkbox"/> FH <input type="checkbox"/> O <input type="checkbox"/>
CROCKETT ELEMENTARY**	118	E <input checked="" type="checkbox"/> R <input type="checkbox"/> A <input type="checkbox"/> U <input type="checkbox"/> NR <input type="checkbox"/>	2	1	3			6	F <input checked="" type="checkbox"/> T <input type="checkbox"/> UG <input checked="" type="checkbox"/> FH <input type="checkbox"/> O <input type="checkbox"/>
DEZAVALA ELEMENTARY**	120	E <input type="checkbox"/> R <input checked="" type="checkbox"/> A <input type="checkbox"/> U <input type="checkbox"/> NR <input type="checkbox"/>		1				1	F <input type="checkbox"/> T <input type="checkbox"/> UG <input checked="" type="checkbox"/> FH <input type="checkbox"/> O <input type="checkbox"/>
HARLEM ELEMENTARY**	107	E <input type="checkbox"/> R <input checked="" type="checkbox"/> A <input type="checkbox"/> U <input type="checkbox"/> NR <input type="checkbox"/>		4	1	3	2	10	F <input checked="" type="checkbox"/> T <input type="checkbox"/> UG <input checked="" type="checkbox"/> FH <input type="checkbox"/> O <input type="checkbox"/>
HIGHLANDS ELEMENTARY**	108	E <input type="checkbox"/> R <input checked="" type="checkbox"/> A <input type="checkbox"/> U <input type="checkbox"/> NR <input type="checkbox"/>			2		5	7	F <input type="checkbox"/> T <input type="checkbox"/> UG <input checked="" type="checkbox"/> FH <input type="checkbox"/> O <input type="checkbox"/>
TRAVIS ELEMENTARY	114	E <input type="checkbox"/> R <input type="checkbox"/> A <input checked="" type="checkbox"/> U <input type="checkbox"/> NR <input type="checkbox"/>	4				1	5	F <input type="checkbox"/> T <input type="checkbox"/> UG <input checked="" type="checkbox"/> FH <input type="checkbox"/> O <input type="checkbox"/>
VICTORIA ELEMENTARY	122	E <input type="checkbox"/> R <input type="checkbox"/> A <input checked="" type="checkbox"/> U <input type="checkbox"/> NR <input type="checkbox"/>	1				4	5	F <input checked="" type="checkbox"/> T <input type="checkbox"/> UG <input checked="" type="checkbox"/> FH <input type="checkbox"/> O <input type="checkbox"/>
District Totals:			7	6	6	3	14	36	

2011 - 2012 Request for Maximum Class Size Exception

State Waiver Unit

1701 N. Congress Ave. Austin, TX 78701-1494 (512) 463-9630 Fax (512) 475-3666 www.tea.state.tx.us

<input checked="" type="checkbox"/> Dr. <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	Print Name of Superintendent: CHARLES TOBY YORK	* Signature of Superintendent:
Print Name of Contact Person: SUSAN MOORE-FONTENOT	Phone: (##) ##-#### (281) 420-4860	Fax: (##) ##-#### (281) 420-4310
		E-mail: smoorefontenot@gccisd.net

* The signature of the superintendent reflects an assurance that the Board of Trustees approved the exception request.

** Campus previously submitted on original waiver.

ATTACHMENT D

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

COMPLIANCE PLAN

The Goose Creek Consolidated Independent School District continued to monitor enrollment since the fall waiver. Four campuses no longer have sections out of compliance. As of January 19, 2012, 40 of 415 sections on seven campuses were out of compliance with the required 22:1 ratio in grades K-4.

CAMPUS/ CAMPUS NUMBER/ AEIS RATING	CODES FOR STEPS AND TIMELINES TO REACH COMPLIANCE	K-4 SECTIONS OVER 22:1 and STUDENT COUNTS (DISTRICT-WIDE)						
		NUMBER OF SECTIONS PER GRADE					TOTAL NO. STUDENTS PER CAMPUS	RATIONALE
		K	1	2	3	4		
ALAMO (101)/A	1,2,3,5					1R 1ESL	2	Not able to cluster.
CROCKETT (118)/E	1,2,3,4,5	2R	1B	3R			10	Not able to cluster. Added aide for 2 nd grade.
DEZAVALA (120)/A	1,2,3,5		1B				2	Not able to cluster.
HARLEM (107)/R	1,2,3,4,5,6		3R, 1B	1B	2R, 1G	2R	15	Added teacher at beginning of school. Added two aides: 3 rd /4 th and 1 st .
HIGHLANDS ELEM.(108)/R	1,2,3,5			2R		4R 1G	9	Their cluster school was full. No room to cluster students north of I-10.
TRAVIS (114)/A	1,2,3,5,6	4R				1G	6	Cluster schools were full.
VICTORIA WALKER (122)/A	1,2,3,4,5,6	1B				4R	8	Added teacher and still over; space issue. Added aide in 4 th grade.
TOTAL	7	7	6	6	3	14	52	

E=Exemplary R=Recognized A=Acceptable AU=Academically Unacceptable / Section Types: B = Bilingual R = Regular G = GATE ESL = English as Second Language

EXPLANATION OF STEPS AND TIMELINE TO REACH COMPLIANCE

1. The District will determine if there are students in the classes requesting a waiver who would volunteer to attend another school where there is room. These schools are a considerable distance away from other elementary campuses, and parents will be required to provide transportation.
2. The District will utilize a cluster approach for students enrolling at schools out of compliance as new students enroll.
3. Class sizes will be reviewed when students withdraw. Careful balancing attempts at 22:1 will be made when students enter or re-enter.
4. Instructional aides were hired to help with large class sizes.
5. Campus principals will participate actively in district recruiting programs to fill vacancies.
6. Campus hired a teacher after school began to reduce the number of class size waivers.

ATTACHMENT E

DRAFT

March, 2012

TO: PARENTS ADDRESSED
FROM: CAMPUS PRINCIPAL
SUBJECT: CLASS SIZE WAIVER

The Texas Education Agency requires all school districts in Texas to maintain a class size enrollment of 22:1 for kindergarten through grade four. If the enrollment figures indicate that any class in grades K-4 exceeds the allowable class size limit (student to teacher ratio of 22:1), the District must take steps to adjust the class to meet the state guidelines. In addition, classes whose enrollment is significantly below the 22:1 ratio may often adjust class size as well. As a result of the efforts the District has taken to remedy this problem, the District now has only 36 of 415 sections over 22 to 1.

On the _____ Elementary School campus, your child's class has _____ students. Every effort is being made to assure you that all students are receiving a quality education. We monitor the class enrollment daily. In addition, we are constantly working to achieve a ratio of 22 to 1 as students enroll and withdraw.

On February 13, 2012, the Board of Trustees approved a plan which included steps to bring the district into compliance with the 22:1 student to teacher ratio for grades K-4. We assure you that every effort is being made to balance class sizes to get into and maintain compliance with the 22:1. Should you have any questions, please do not hesitate to contact my office.

xc: Dr. Toby York
Dr. Byron Terrier
Ms. Susan Moore-Fontenot
Ms. Diana Cox
Ms. Suzanne Heinrich

PROYECTO

marzo del 2012

PARA: los padres

DE: Director/a de la escuela

TEMA: MEMBRETE ESCOLAR

La Agencia de Educación de Texas requiere que todos los distritos escolares en Texas lleve a cabo una encuesta del tamaño de clase de los estudiantes matriculados en kínder hasta cuarto grado. Si la encuesta indica que cualquier clase en los grados Kínder - 4 supera el límite admisible de la clase por el tamaño (proporción de los estudiantes por el maestro de 22:1), el distrito debe tomar medidas para ajustar la clase para cumplir con las directrices del estado. **Además, las clases en las que la inscripción es significativamente inferior a la proporción de 22:1 a menudo se puede ajustar el tamaño de la clase.** Como resultado de los esfuerzos que el Distrito ha tomado para remediar este problema, el Distrito tiene ahora sólo 36 de 415 secciones de más de 22 a 1.

En la Primaria _____, la clase de su hijo tiene estudiantes _____. Cada esfuerzo se está haciendo para asegurar que todos los estudiantes estén recibiendo una educación de calidad. Estaremos monitoreando la inscripción de clase diariamente. Además, estamos trabajando constantemente para alcanzar una proporción de 22:1, a como los estudiantes se inscriben y se dan de baja.

El 13 de febrero del 2012, la Mesa Directiva aprobó un plan para que el distrito este en conformidad con la proporción de 22:1 de los estudiantes por maestro para los grados de Kínder - 4. Les aseguramos que todos los esfuerzos se están haciendo para equilibrar el tamaño de las clases para entrar y mantener el cumplimiento con la proporción de 22:1. Si tiene alguna pregunta, por favor no dude en ponerse en contacto conmigo llamando a mi oficina.

xc: Dr. Toby York
Dr. Byron Terrier
Sra. Susan Moore-Fontenot
Sra. Diana Cox
Sra. Suzanne Heinrich

ATTACHMENT F

ACTION PLAN 2011 - 2012

Department: Personnel

Goal #: 2

Goal: Eliminate class size waiver.

Rationale/Correlation:

State/Federal Requirements: TEC

Charting The Focus: P1, V1

Title I School-Wide Components: 3, 4, 5

GCCISD College and Career Attributes:

Board Goals:

Other Standards:

Objective #: 2A

Objective: Reduce the number of schools/classes with class-size waivers.

#	Strategies/Initiatives	Start Date	Projected Finish Date	Person Responsible	Target Student Population and Number Served	Resources Required (Dollar Amounts and Source of Funding)	Measurable Indicators of Success	*Status of Strategy	
								Jan 2012	May 2012
1	Utilize the cluster guidelines to eliminate class-size waivers where appropriate.	Aug 2011	Mar 2012	Executive Director of Curriculum & Instruction Director of Personnel Director of Transportation	All GCCISD students	0	Revised guidelines		
2	Recruit actively to fill vacant positions with "highly qualified" teachers.	Aug 2011	July 2012	Director of Personnel Principals Director of Bilingual Education	All GCCISD students	0	Reduced number of vacant positions		
3	Monitor student achievement to ensure that all campuses covered by the waiver will show annual gains in performance for all students and for each student group on each assessment administered.	Aug 2011	May 2012	Executive Director of Curriculum & Instruction Principals	All GCCISD students	0	Standardized achievement tests, TAKS		

*Status ✓ - Completed (Date Completed) → - In Process/Continuing 0 - Not Begun X - Deleted/Not Going To Do

ATTACHMENT G

ACTION PLAN 2011 - 2012

Campus: Harlem Elementary

Goal #: 6

Goal: Eliminate class size waiver.

Rationale/Correlation:

State/Federal Requirements: NCLB

Charting The Focus: P1

Title I School-Wide Components: 9

Board Goals: 5

GCCISD College and Career Attributes:

Other Standards:

Objective #: 6A

Objective: Reduce the number of classes with class-size waivers.

#	Strategies/Initiatives	Start Date	Projected Finish Date	Person Responsible	Target Student Population and Number Served	Resources Required (Dollar Amounts and Source of Funding)	Measurable Indicators of Success	*Status of Strategy	
								Jan 2012	May 2012
1	Research the possibilities of eliminating class-size waivers by implementing cluster guidelines	Aug 2011	June 2012	Executive Director of School Administration, Director Elem. of Personnel, Director of Transportation	All GCCISD students	0	Revised guidelines		
2	Recruit actively to fill vacant positions with highly qualified teachers.	Aug 2011	June 2012	Director Elem. of Personnel, Principals	All GCCISD students	0	Reduced number of vacant positions		
3	Monitor student achievement. All campuses covered by the waiver will show annual gains in performance for all students and for each student group on each assessment administered.	Aug 2011	June 2012	Executive Director of Curriculum and Instruction, Principals	All GCCISD students	0	Standardized achievement tests		
4	Balance class sections daily.	Aug 2011	Apr 2012	Principals	Students K-4	0	Membership Report		

*Status: ✓ - Completed (Date Completed) → - In Process/Continuing 0 - Not Begun X - Deleted/Not Going To Do

SCHOOL BOARD AGENDA ITEM SUMMARY

February 13, 2012

SUBJECT: CONSIDERATION OF DESIGNATION/COMMITMENT OF FUNDS OF GENERAL FUND BALANCE

RECOMMENDED ACTION: Approve designation/commitment of funds of general fund balance in the following amounts:

Future Construction	\$2,500,000
District Technology Upgrades	\$2,500,000
Disaster Recovery	\$3,000,000

RATIONALE: Fund balance designations/commitment of funds allows a district to set aside funds for items that would normally fall outside of the normal maintenance and operations of the district. Once approved the designated amounts will be:

Future Construction	\$7,500,000
District Technology Upgrades	\$2,500,000
Disaster Recovery	\$8,500,000

BUDGET PROVISIONS / ACTION REQUIRED: 2011-12 general fund balance

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Pape

**Goose Creek Consolidated Independent School District
 Estimated Total General Fund Balance
 As of February 13, 2012**

Audited General Fund Balance as of August 31, 2011 (net of inventory and prepaid items)	\$77,426,345
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>
Audited General Fund Balance less General Fund Designations as of August 31, 2011	<u>66,926,345</u>
<u>Fund Balance Budget Amendments</u>	
09/26/11 #2 Complete Projects from Fiscal Year 2010-2011	(854,626)
10/24/2011 #4 Purchase Order Roll-forward	(607,136)
Total Change in Fund Balance	<u>(\$1,461,762)</u>
Current Estimated General Fund Balance	<u><u>\$65,464,583</u></u>

SCHOOL BOARD AGENDA ITEM SUMMARY

February 13, 2012

SUBJECT: CONSIDERATION OF FINANCIAL ADVISORY AGREEMENT WITH BOSC, INC.

RECOMMENDED ACTION: Approve the Financial Advisory Agreement with BOSC, Inc. for services related to the issuance of obligations evidencing indebtedness.

RATIONALE: These services will be needed in order to analyze financing alternatives and organize and coordinate the financing team related to the issuance of bonds. Fees are assessed only in connection with the authorization, issuance, and sale of obligations. This agreement will be in force for the next sixty months.

BUDGET PROVISIONS / ACTION REQUIRED: Fiscal Years 2011/12 – 2016/17

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



BOSC, Inc.

A subsidiary of BOK Financial Corp.

Public Finance Division

1401 McKinney Street, Suite 1650

Houston, TX 77010

Tel. 713.289.5899

Fax 713.354.0255

AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This Agreement for Financial Advisory Services (the “Agreement”) by and between GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, an independent school district and a political subdivision of the State of Texas (“Issuer”), and BOSC, INC. (“Advisor”), is entered into and effective as of the date executed by the Issuer, as set forth on the signature page hereof.

I. BACKGROUND

Section 1. The Issuer expects to have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, the Issuer desires to retain a financial advisor.

Section 2. The Issuer desires to obtain the professional services of Advisor to advise the Issuer regarding the execution, issuance and sale of certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereinafter referred to collectively as the “Issuer Obligations”) from time to time during the period in which this Agreement shall be effective.

Section 3. Advisor represents and warrants to Issuer that Advisor has the professional licenses, certificates, knowledge, expertise and experience to provide the services set forth in this Agreement. Advisor is willing to provide its professional services and facilities as financial advisor in connection with all programs of financing as may be considered and authorized by Issuer during the period in which this Agreement shall be effective.

II. SCOPE OF BASIC SERVICES

Advisor agrees to provide the Issuer with the services identified in Exhibit A.

III. ADDITIONAL SERVICES

In addition to the services described in Article II, Advisor agrees to perform and make available to Issuer the services identified in Exhibit B, when so requested by the Issuer. The terms of the services identified in Exhibit B shall be set forth as an amendment to this Agreement or in a separate document.

IV. TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, unless terminated by either party pursuant to Article V of this Agreement, shall remain in effect thereafter for a period of five (5) years from such date. Unless Advisor or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be

automatically renewed on the fifth anniversary of the date hereof for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods.

V. TERMINATION

This Agreement may be terminated with or without cause by the Issuer or Advisor upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. Advisor may not terminate for the express purpose of taking an underwriting position in any bonds to be issued by the Issuer. In the event of such termination, it is understood and agreed that only the amounts due Advisor for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

VI. COMPENSATION AND REIMBURSEMENT

The fees due to Advisor for the services described in Article II of this Agreement with respect to each issuance of Issuer Obligations during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto.

Except to the extent specifically provided otherwise by this Agreement or assumed in writing by Advisor, the Issuer shall reimburse Advisor for expenses incurred in connection with the performance of services hereunder, including reasonable expenses described in Appendix A.

Unless specifically provided otherwise on Appendix A or in a separate written agreement between Issuer and Advisor, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which Advisor is entitled to reimbursement, shall become due and payable concurrently with the delivery of Issuer Obligations.

VII. MISCELLANEOUS

Section 1. While this Agreement is in effect, the Issuer will provide or cause to be provided to Advisor information concerning the Issuer, including information relating to the Issuer's financial condition and results of operations, the sources of security and payment for any Issuer Obligations, and such other information (excluding confidential information unless such confidential information is reasonably required to provide disclosure to investors) as Advisor reasonably considers necessary or appropriate to perform its duties under this Agreement. Such information will be taken or derived from the Issuer's official records or from other sources that the Issuer determines and reasonably believes to be accurate and reliable, based on due inquiry and investigation by the Issuer of such other sources; and, the Issuer expressly authorizes Advisor to rely on the accuracy and completeness of all information provided to Advisor by or on behalf of the Issuer.

Section 2. As an inducement to Advisor to enter into this Agreement and to perform the duties assigned to it hereunder, the Issuer agrees to comply with all applicable requirements and procedures imposed by law relating to, and all covenants and agreements entered into in connection with or supporting, the validity, enforceability and terms (including terms relating to security and tax-exemption) of any Issuer Obligations. As an inducement to Issuer to enter into

this Agreement and to perform the duties assigned to it hereunder, the Advisor agrees to comply with all applicable requirements and procedures imposed by law relating to, and all covenants and agreements entered into in connection with or supporting, the validity, enforceability and terms (including terms relating to security and tax-exemption) of any services by Advisor. Further Advisor represents and warrants to Issuer that Advisor is familiar with the applicable law, rules, regulations, and requirements in order for Advisor to perform Advisor's professional services as a highly qualified and competent provider of said financial services.

Section 3. All actions and recommendations of Advisor pursuant to this Agreement will be based on Advisor's professional judgment and information that the Issuer provides to Advisor. Advisor's recommendations represent its professional judgment based upon Advisor's review of information provided by the Issuer, to the extent that Advisor deems such information relevant to any such recommendation, and Advisor's own knowledge and experience. Advisor's recommendations will be offered in reliance upon the representations and covenants contained in the agreements, certificates and other instruments prepared, executed and delivered in connection with Issuer Obligations. The Issuer understands and agrees that this Agreement shall constitute an agreement for professional services, and neither the performance by Advisor of its duties hereunder nor the implementation of any of Advisor's recommendations shall be construed by the Issuer as a guarantee of any result or outcome.

Section 4. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

Section 5. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case because it conflicts with any provision or provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

Section 6. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to Goose Creek Consolidated Independent School District, 4544 Interstate 10 East, Baytown, TX 77521, Attention: Chief Financial Officer; and, any notice or other communication to be given to Advisor under this Agreement may be given by delivering the same in writing to BOSCO, Inc., 1401 McKinney Street, Suite 1650 Houston, Texas 77010, Attention: Public Finance Department.

Section 7. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas. Venue for any dispute regarding this Agreement shall be in the courts of Harris County, Texas.

Section 8. This Agreement shall be binding upon and inure to the benefit of the Issuer and Advisor, their respective successors and assigns; provided, however, that neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

Section 9. The terms of this Agreement shall not be waived, altered, modified, amended or supplemented in any manner whatsoever except by written instrument signed by all of the parties hereto.

Section 10. This Agreement is submitted in duplicate originals. When accepted and executed by the parties hereto, this Agreement will constitute the entire Agreement for the purpose and consideration herein specified.

[Signature Page Follows]

BOSC, INC.

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

GOOSE CREEK CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT A

DESCRIPTION OF BASIC SERVICES

Upon the request of an authorized representative of the Issuer, Advisor will perform the following financial advisory services pursuant to the terms of the Agreement for Financial Advisory Services.

Financial Planning.

- Perform a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue and service any Issuer Obligations contemplated, including an analysis of any existing debt structure as compared with the existing and projected sources of revenue that may be pledged to secure payment of debt service. Advisor will also survey any trends of the assessed valuation, taxing power and present and future taxing requirements of the Issuer, as appropriate. If the revenues of a system or facility are to be pledged to repayment of the proposed Issuer Obligations, the survey will take into account (i) any outstanding obligations which are payable from the revenues thereof, (ii) additional revenues expected from any proposed rate increase, and (iii) the additional revenues as projected by your consulting engineers as the result of the improvements to be financed by the proposed Issuer Obligations. Advisor will also take into account any policy considerations, future financing needs and operational considerations, as provided or projected by Issuer's staff and/or consulting engineers or other experts engaged by the Issuer.
- Assist in the formulation of a 5-10 Year Capital Improvement Plan to review the Issuer's anticipated financing needs in light of future available revenues to support the Issuer's financing needs and applicable State laws restricting debt capacity and assist in periodically updated such plan.
- Submit to the Issuer recommendations regarding Issuer Obligations under consideration, including such terms as the type of debt to be issued (e.g., current interest obligation, capital appreciation obligation, or other obligation), principal amount, interest rate mode (e.g., fixed, floating, or other interest rate mode), type of debt instrument (e.g. tax-exempt, taxable, tax-credit, etc.), form of debt instrument (e.g. Unlimited Tax Bond, Maintenance Tax Note, Tax and Revenue Anticipation Note, Contractual Obligation, etc.), date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as we believe are appropriate in order to achieve the objectives of the Issuer and make the issue attractive to investors. Such recommendations will be based on information developed by the survey described above and other information available to us. All recommendations will be consistent with the goal of structuring the Issuer Obligations to be sold on terms that are advantageous to the Issuer, including the lowest interest cost consistent with all other considerations.
- Advise the Issuer of current debt market conditions, forthcoming debt issues and general information, including economic data, which might be expected to influence interest rates or bidding conditions, as deemed necessary.

- In the event that an election is required to authorize the Issuer Obligations then under consideration, Advisor will assist in gathering such information and data as may be required for any petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to the Issuer’s legal counsel.
- Consult with the Issuer regarding State funding and available revenues pursuant to existing or proposed rules, as requested.

Debt Management.

- Assist in the preparation of a debt management policy for the Issuer.
- Evaluate financing transactions contemplated by the Issuer, giving consideration to the complexity, market acceptance, rating, size and structure of such transactions in order to make a recommendation as to an appropriate method of sale.
- For qualified projects or financings, upon request, coordinate and assist in the preparation of applications for financial assistance from state or federal governmental agencies.
- In connection with the marketing, offer, sale and delivery of any Issuer Obligations, whether such Issuer Obligations are publicly offered (through negotiated sale or competitive bidding) or privately placed:
 - * Assist with the preparation of any offering materials for use in connection with the marketing, offer and sale of the Issuer Obligations, including the notice of sale and bidding instructions, preliminary official statement, official statement, official bid form and such other documents and information as may be required for the marketing, offer and sale of Issuer Obligations (collectively, “Offering Documents”); however, Offering Documents shall be prepared based on information provided by the Issuer and the Issuer shall be solely responsible for the accuracy of the information contained therein, except to the extent that any such information is expressly attributed by the Offering Document to another source. Offering Documents will be prepared in accordance with customary industry standards and submitted to the Issuer and its legal counsel for examination and approval by the Issuer. Offering Documents shall be certified by the Issuer, as directed by the Issuer’s legal counsel. (See “Legal, Regulatory and Administrative Matters”, below.)
 - * After Issuer’s examination and approval of an Offering Document, Advisor will assist the Issuer with any arrangements for the printing of the Offering Document and provide the Issuer with Offering Documents in sufficient quantity to meet its needs and distribute such documents by mail or, where appropriate, by electronic delivery, to prospective purchasers or the underwriters, as applicable, of the Issuer Obligations.

- * Provide copies of the final official statement to the purchaser or underwriters, as applicable, of the Issuer Obligations in accordance with the notice of sale and bidding instructions or the Issuer's agreement with the underwriters, as appropriate.
- * Advise the Issuer as to the utility of credit ratings and bond insurance or other forms of credit or liquidity enhancement for Issuer Obligations.
- * Coordinate the preparation of information as may be requested by, or appropriate for submission to, a rating agency, bond insurer, or credit or liquidity enhancement provider; and, consult with and advise the Issuer regarding the form of any oral or written presentations to a rating agency, bond insurer, or credit or liquidity enhancement provider. Any oral or written presentation shall be based on information provided by the Issuer and the Issuer shall be solely responsible for the accuracy of the information provided to any rating agency, bond insurer, or credit or liquidity enhancement provider.
- * To the extent that the Issuer elects to make a personal presentation of information to one or more rating agencies, bond insurers, or credit or liquidity enhancement providers, Advisor will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be approved or directed by the Issuer. Any costs and expenses incurred by representatives of the Issuer as a result of their participation in any personal presentation shall be paid and/or reimbursed pursuant to and in accordance with the Issuer's internal policies governing travel on official business of the Issuer.
- * Coordinate and assist the Issuer's staff in the safekeeping of good faith checks, if any.
- * When appropriate, advise financial publications of the forthcoming sale of the Issuer Obligations and provide them with all pertinent information.
- * After consulting with and receiving directions from the Issuer, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Issuer Obligations.
- If Issuer Obligations are to be sold by an advertised competitive sale, Advisor will:
 - * Supervise the sale of the Issuer Obligations, reserving the right, alone or in conjunction with others, to submit a bid for any Issuer Obligations which the Issuer advertises for competitive bids; however, in accordance with the provisions of Rule G-23 of the Municipal Securities Rulemaking Board, Advisor will request and obtain written consent to bid prior to submitting a bid, in any instance wherein Advisor elects to bid, for any Issuer Obligations.
 - * Disseminate Offering Documents to prospective bidders and organize such informational meetings as may be necessary.

- * Assist the Issuer's staff in coordinating the receipt of bids and the tabulation and comparison of submitted bids.
- * Advise the Issuer regarding the best bid and provide advice regarding acceptance or rejection of bids.
- If Issuer Obligations are to be sold by negotiated sale, Advisor will:
 - * In connection with the Issuer's selection of one or more investment banking firms to serve as managers of an underwriting syndicate for the purpose of negotiating the purchase of Issuer Obligations, provide any advice and assistance requested by the Issuer; however, the selection of members of an underwriting syndicate shall controlled by the Issuer and be approved by the Issuer.
 - * Cooperate in the preparation of a bond purchase contract, an underwriters agreement and other related documents; and, consult with the Issuer in connection with the Issuer's policy concerning certain terms of the syndicate's agreement among underwriters (e.g., order priority and designation policy) to achieve the most efficient and lowest interest cost for the Issuer Obligations, consistent with other considerations of the Issuer.
 - * Advise the Issuer as to the fairness of the price offered by the underwriters for the Issuer Obligations.
- Upon request, advise the Issuer in the selection of professional consultants and fiscal agents required in connection with Issuer Obligations, including trustees, paying agents, registrars, escrow agents, verification agents, and assist in the negotiation of agreements related to these services and the fees incident thereto, upon request.
- Attend meetings of the governing body of the Issuer, its staff, representatives or committees, as requested by the Issuer.
- Provide the Issuer's legal counsel with financial information requested by such counsel in connection with such counsel's preparation of legal documents pertaining to the authorization, sale and issuance of the Issuer Obligations.
- Upon request, consult with the Issuer regarding proposed or enacted changes in federal and state laws, rules and regulations that have (or are expected to have) a material effect on the municipal bond market, it being understood that Advisor does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.
- Coordinate the efforts of all interested parties to effect the delivery of the Issuer Obligations, and assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Issuer Obligations.

- After the closing of the sale and delivery of the Issuer Obligations, deliver to the Issuer a schedule of annual debt service requirements for the Issuer Obligations and, in coordination with the Issuer's legal counsel, assure that the paying agent/registrars and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

Legal, Regulatory and Administrative Matters

- Advisor will coordinate the issuance of the Issuer Obligations; however, Issuer shall retain a firm of recognized municipal bond attorneys to prepare proceedings and advise the Issuer regarding procedures required to issue the Issuer Obligations and issue an unqualified opinion (in an acceptable form) approving the legality of the Issuer Obligations. Advisor will coordinate with such firm of bond attorneys and assist in all financial advisory aspects involved in the preparation of appropriate legal proceedings and documentation.
- The Issuer shall also be responsible for the retention and engagement of competent legal counsel to advise the Issuer concerning all other legal matters related to the marketing, offer, sale and delivery of any Issuer Obligations, including applicable federal and state securities laws and regulations; and, the Issuer shall be responsible for the engagement of competent legal counsel to render an opinion covering the Issuer's exercise of appropriate discretion and diligence in the preparation and dissemination of any Offering Documents (e.g., a 10b-5 opinion addressing the accuracy and completeness of each Offering Document).
- To the extent that the issuance and sale of the securities, and construction of the project in question, requires the approval of any state or governmental agency, Advisor will assist the Issuer in the preparation of all financial information required for inclusion in applications for such approval. When requested by the Issuer, Advisor will appear on Issuer's behalf to provide appropriate testimony at public hearings before state and other governmental commissions and boards. Advisor will also participate in any preliminary conferences with the staff of any state or governmental agencies, as necessary.
- Advisor will annually coordinate the preparation and filing of the Issuer's ongoing disclosure obligations required pursuant to SEC Rule 15(c)2-12 for District's debt obligations and provide guidance on the submission thereof.
- Issuer will coordinate the use of other consultants, as necessary, to perform ongoing activities to ensure the Issuer remains in compliance with applicable Federal and State laws.

EXHIBIT B

DESCRIPTION OF ADDITIONAL SERVICES

Upon the request of an authorized representative of the Issuer, Advisor (or one or more affiliates of Advisor) will perform the following financial advisory services pursuant to the terms of the Agreement, subject to the mutual agreement of the Issuer and Advisor regarding the terms and conditions thereof.

- Advise and assist the Issuer in connection with the administration of any of the Issuer's outstanding obligations, including extensions or substitutions of credit or liquidity facilities to support Issuer Obligations and mode conversions for variable rate obligations.
- Advise and assist the Issuer with regard to the exercise of any redemptions of outstanding Issuer Obligations.
- Purchase such investments as may be directed and authorized by Issuer to be purchased. To the extent that Advisor is entitled to receive fees or other compensation in any form from a third party with respect to investment activities on behalf of the Issuer, Advisor will disclose to the Issuer the nature and amount of any such compensation so that the Issuer may consider the information in making its investment decision.
- Provide other services (either directly or through an affiliate of Advisor) with respect to matters which do not involve or affect the financial advisory services covered within the Agreement, including:
 - Trust Services,
 - Cash/Investment Management Services,
 - Financial Products Advisory Services (relating to the use and execution of financial products and certain hedging transactions),
 - Other Fiscal, Consulting or Advisory Services.

APPENDIX A

Fees

The fees due Advisor will not exceed those contained in our customary fee schedule as listed below.

Fee Schedule for Financial Advisory Services – Sale of Issuer Obligations

<u>More Than</u>	<u>And Not More Than</u>	<u>The Fee Is</u>
\$ 0	\$ 5,000,000	\$ 9,850 plus \$1.50 per \$1,000 for all over \$2,500,000
5,000,000	10,000,000	\$17,350 plus \$1.25 per \$1,000 for all over \$5,000,000
10,000,000	20,000,000	\$23,600 plus \$1.00 per \$1,000 for all over \$10,000,000
20,000,000	No Limit	\$33,600 plus \$0.60 per \$1,000 for all over \$20,000,000

The above charges may be multiplied by 1.25 times for the completion of a negotiated sale, the issuance of revenue or refunding bonds, or the issuance of obligations associated with a federal or state program. The charges for Issuer Obligations issued with a floating interest rate, including services provided for the substitution of liquidity facilities or remarketing agreements, will be negotiated with the Issuer.

The payment of charges for financial advisory services described in Article II of the Agreement shall be contingent upon the delivery of Issuer Obligations and shall be due at the time that Issuer Obligations are delivered. The payment of charges for services described in Article III of the Agreement shall be due and payable in accordance with the mutual agreement therefor between Advisor and Issuer.

Expenses

The Issuer shall be responsible for the following expenses, if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by Advisor as reimbursable expenses: fees and expenses of the Issuer's legal counsel, including bond counsel; administrative and regulatory review and approval fees; bond printing expenses; credit rating fees; credit enhancement fees, including the fee for Permanent School Fund or other guarantee; fees of other professionals, including accountants; official statement printing and distribution expenses; fees of paying agents, registrars, trustees or escrow agents; travel expenses outside of the State of Texas; fees and expenses of underwriter(s) and underwriter's counsel; and, any other miscellaneous expenses incurred on behalf of the Issuer.

The payment of reimbursable expenses that Advisor has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of Issuer Obligations and shall be due at the time that services are rendered and payable within thirty days receipt of an invoice therefor submitted by Advisor.

SCHOOL BOARD AGENDA ITEM SUMMARY

February 13, 2012

SUBJECT: CONSIDERATION OF ORDER AUTHORIZING THE ISSUANCE OF GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2012

RECOMMENDED ACTION: Adopt an order authorizing the issuance of Goose Creek Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2012; setting certain parameters for the bonds; authorizing the superintendent and/or chief financial officer to approve the amount, the interest rate, price, including the terms thereof and certain other procedures and provisions related thereto.

RATIONALE: Board approval is needed to adopt an order authorizing the issuance of Goose Creek Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2012. By refunding the 2018-2023 maturities of the Series 2005 ULT Schoolhouse Bonds (total par amount of \$15,125,000), the District can save approximately \$700,000, as shown in the attached Optimization Report.

BUDGET PROVISIONS / ACTION REQUIRED: Fiscal year 2011-2012

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Pape

**Goose Creek Consolidated Independent School District
Refunding Savings Analysis (Optimization) Report
Current Market Scale was found in Component File NEW12REF**

Series Name	Maturity Date	Maturing Amount	Call Information	Interest Rate	Refunding Yield	Savings(1)	PV Savings Percent
OLD2005R	02/15/2018	350,000	02/15/2015 @ 100.000	4.000000	1.430000	11,017.25	3.148
OLD2005R	02/15/2019	350,000	02/15/2015 @ 100.000	4.000000	1.670000	13,323.63	3.807
OLD2005R	02/15/2020	350,000	02/15/2015 @ 100.000	4.000000	1.900000	14,211.27	4.061
OLD2005R	02/15/2021	4,475,000	02/15/2015 @ 100.000	4.000000	2.180000	156,808.12	3.504
OLD2005R	02/15/2022	4,690,000	02/15/2015 @ 100.000	4.500000	2.380000	265,947.14	5.671
OLD2005R	02/15/2023	4,910,000	02/15/2015 @ 100.000	5.000000	2.550000	344,743.29	7.022
Totals		\$15,125,000				\$806,050.71	5.330
Grand Totals		\$15,125,000			Less Fixed Expenses of	\$806,050.71 107,800.00	5.330
						\$698,250.71	4.617

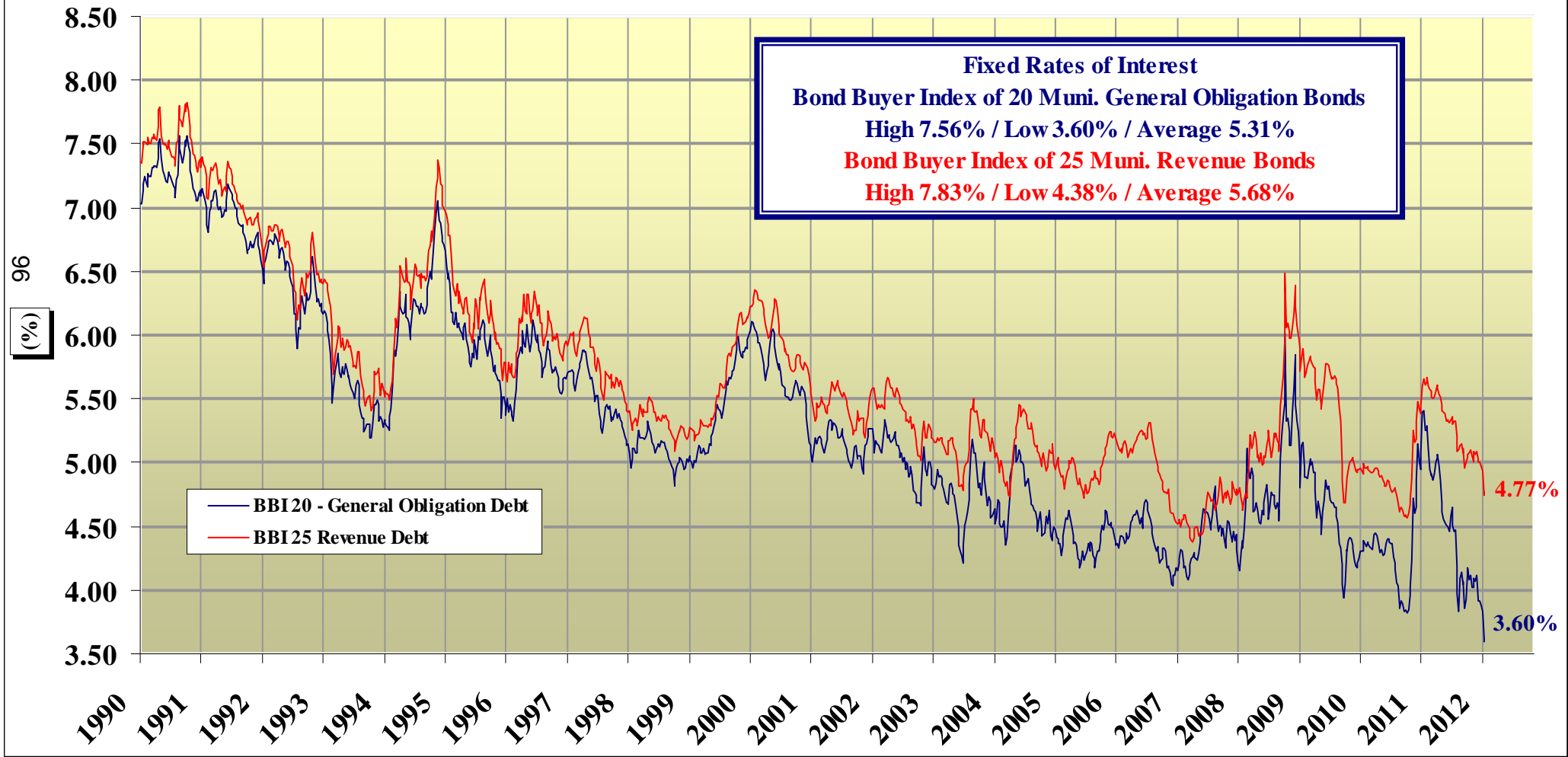
(1) Savings are net of variable expenses.

Note: Savings are based on the spread between current municipal rates and U. S. Treasury SLG rates dated 01/23/2012

Note: The discount rate used to determine Present Value Savings was 2.3144%
The approximate rate on the escrow was 0.3239%

Current Market Conditions

**Bond Buyer Index of 20 Municipal Bonds and 25 Municipal Bonds
January 1990 to Present**



The BBI 20 is published every Thursday. The rate consists of general obligation bonds maturing in 20 years with an average rating equivalent to Moody's "Aa2" and S&P's "AA." The BBI 25 is also published every Thursday. The rate consists of revenue bonds maturing in 30 years with an average rating equivalent to Moody's "A1" and S&P's "A+".

ORDER AUTHORIZING THE ISSUANCE OF GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2012; SETTING CERTAIN PARAMETERS FOR THE BONDS; AUTHORIZING THE SUPERINTENDENT AND/OR CHIEF FINANCIAL OFFICER TO APPROVE THE AMOUNT, THE INTEREST RATE, PRICE, INCLUDING THE TERMS THEREOF AND CERTAIN OTHER PROCEDURES AND PROVISIONS RELATED THERETO

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND CHAMBERS §
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT §

WHEREAS, Goose Creek Consolidated Independent School District (the “District”) has heretofore issued the obligations described in Exhibit A attached hereto and as more particularly described in the Officer’s Pricing Certificate; and

WHEREAS, the District desires to refund a portion of said obligations (the “Refunded Bonds”) in advance of their maturities; and

WHEREAS, the District desires to refund the Refunded Bonds in advance of their maturities; and

WHEREAS, Chapter 1207, Texas Government Code, authorizes the District to issue refunding bonds for the purpose of refunding the Refunded Bonds in advance of their maturities, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, the District desires to authorize the execution of an escrow agreement and provide for the deposit of proceeds of the refunding bonds, together with other lawfully available funds of the District, to pay the Refunded Bonds; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased; and

WHEREAS, pursuant to Section 1207.007, Texas Government Code, the District desires to delegate the authority to effect the sale of the Bonds to the Superintendent and/or Chief Financial Officer; Now, therefore

BE IT ORDERED BY THE BOARD OF TRUSTEES OF GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:

1. Recitals; Consideration. It is hereby found and determined that the matters and facts set out in the preamble to this Order are true and correct.

It is hereby found and determined that the refunding contemplated in this Order will benefit the District by providing a present value savings in the debt service payable by the District, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds, and that the issuance of the refunding bonds is in the best interests of the District.

2. Definitions. Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below:

“Act” means Chapter 1207, Texas Government Code, as amended.

“Blanket Issuer Letter of Representations” means the Blanket Issuer Letter of Representations between the District, the Registrar and DTC.

“Bond Purchase Agreement” means the agreement between the District and the Underwriters described in Section 4(e) of this Order.

“Bonds” means the Goose Creek Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2012 authorized in this Order, unless the context clearly indicates otherwise.

“Business Day” means any day which is not a Saturday, Sunday, or a day on which the Registrar is authorized by law or executive order to close.

“Capital Appreciation Bonds” means those Bonds bearing compound interest at the rate set out in the Officer’s Pricing Certificate to accrete from their date of delivery and compounding on the dates set forth in the Officer’s Pricing Certificate, payable only at maturity.

“Chief Financial Officer” means Pete Pape, or any successor in that office designated by the Board.

“Code” means the Internal Revenue Code of 1986, as amended.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Current Interest Bonds” mean those Bonds on which interest is paid semiannually on the Interest Payment Dates.

“Debt Service Fund” means the interest and sinking fund for payment of the Bonds established by the District in Section 19 of this Order.

“District” means the Goose Creek Consolidated Independent School District.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Escrow Agent” means Wells Fargo Bank, N.A., and any successor in that capacity.

“Escrow Agreement” means the agreement between the District and the Escrow Agent relating to the escrow of funds to pay the Refunded Bonds.

“Initial Bonds” mean the Initial Current Interest Bond and the Initial Capital Appreciation Bond.

“Initial Capital Appreciation Bond” means the Initial Capital Appreciation Bond authorized by Section 4(b)(ii).

“Initial Current Interest Bond” means the Initial Current Interest Bond authorized by Section 4(b)(i).

“Interest Payment Date”, when used in connection with any Current Interest Bond, means the dates set forth in the Officer’s Pricing Certificate.

“Officer’s Pricing Certificate” means a certificate signed by the Superintendent and/or Chief Financial Officer and containing the information regarding the Bonds specified herein.

“Order” as used herein and in the Bonds means this order authorizing the Bonds.

“Owner” means any person who shall be the registered owner of any outstanding Bond.

“Record Date” means, for any Interest Payment Date, the close of business on the last Business Day of the month next preceding each Interest Payment Date.

“Register” means the books of registration kept by the Registrar, in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

“Registrar” means Wells Fargo Bank, N.A., and its successors in that capacity.

“Report” means the report of Grant Thornton, LLP Certified Public Accountants, verifying the accuracy of certain mathematical computations relating to the Bonds and the Refunded Bonds.

“Superintendent” means Toby York, or any successor in that office designated by the Board.

“Underwriters” means the individual underwriter or underwriting syndicate identified in each Officer’s Pricing Certificate.

3. Authorization. The Bonds shall be issued in fully registered form in a maximum principal amount, not to exceed \$50,000,000 for the purpose of refunding the Refunded Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207,

Texas Government Code.

4. Delegation of Authority. As authorized by Section 1207.007, Texas Government Code, the Superintendent and/or Chief Financial Officer are hereby authorized to act on behalf of the District through a date 180 days from the date of this Order, in selling and delivering the Bonds, subject to the conditions and carrying out the other procedures as set forth below:

(a) Designation. The Bonds shall be designated as “GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2012”.

(b) The Bonds may be issued as Current Interest Bonds and/or Capital Appreciation Bonds.

(i) The Initial Current Interest Bond shall be numbered ICI-1 and all other Current Interest Bonds shall be numbered in sequence beginning with RCI-1. Current Interest Bonds delivered on transfer of or in exchange for other Current Interest Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(ii) The Capital Appreciation Bonds, if any, shall be initially issued bearing compound interest at the rates set out in the Officer’s Pricing Certificate. The Initial Capital Appreciation Bond shall be numbered ICA-1 and all other Capital Appreciation Bonds shall be numbered in sequence beginning with RCA-1. Capital Appreciation Bonds delivered on transfer of or in exchange for other Capital Appreciation Bonds shall be numbered in order of their authentication by the Registrar, shall be in the Maturity Amount of \$5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

(c) Date, Denomination, Interest Rates, and Maturities. The Bonds shall be dated, mature on the dates in each of the years and in the amounts set out in the Officer’s Pricing Certificate, shall be subject to prior optional and mandatory redemption on the dates, for the redemption prices and in the amounts, set out in the Officer’s Pricing Certificate and shall bear interest at rates and from their issue date as set out in the Officer’s Pricing Certificate payable on each Interest Payment Date.

(d) Selling and Delivering Bonds. The Superintendent and/or Chief Financial Officer shall determine any mandatory sinking fund redemption provisions for the Bonds, whether the Bonds will be issued as Current Interest Bonds and/or Capital Appreciation Bonds, and all other matters not expressly provided in this Order, relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Officer’s Pricing Certificate; provided that:

(i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount of the bonds plus accrued interest thereon from their date to their delivery;

- (ii) the net effective interest rate on the Bonds shall not exceed the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;
- (iii) the sum of the principal amounts of the Bonds, which may not exceed the maximum principal amount authorized in Section 3 hereof, plus any net premium from the sale of the Bonds, plus other available funds of the District, must be sufficient to provide amounts necessary to fund the costs and expenses of refunding the Refunded Bonds and the estimated costs of issuance of the Bonds, including underwriters' discount; and
- (iv) the net present value savings in debt service resulting from the refunding of the Refunded Bonds shall be at least 3.00% of the principal amount of the Refunded Bonds, as shown by a table of calculations prepared by the District's financial advisor and attached to the Officer's Pricing Certificate.

(e) Sale; Bond Purchase Agreement. The Bonds shall be sold and delivered to the Underwriters at a price to be set forth in the Officer's Pricing Certificate, plus accrued interest to the date of delivery, in accordance with the terms of a Bond Purchase Agreement to be approved by the Superintendent and/or Chief Financial Officer. The Superintendent and/or Chief Financial Officer are hereby authorized and directed to execute the Bond Purchase Agreement on behalf of the District, and the Superintendent, Chief Financial Officer and Board President and all other officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

(f) Use of Proceeds. Proceeds from the sale of the Bonds shall, promptly upon receipt by the District, be applied as follows:

- (i) Accrued interest in the amount of \$ _____¹ and, if necessary, net premium on the Bonds in the amount of \$ _____², shall be deposited into the Debt Service Fund.
- (ii) Net premium on the Bonds in the amount of \$ _____³ shall be used to pay the costs of issuance.
- (iii) Net premium on the Bonds in the amount of \$ _____⁴ shall be used to pay the underwriters' discount.

¹ Insert from Officer's Pricing Certificate.

² Insert from Officer's Pricing Certificate.

³ Insert from Officer's Pricing Certificate.

⁴ Insert from Officer's Pricing Certificate.

- (iv) Bond proceeds in the amount of \$ _____⁵, and, if necessary, other available funds from the District in the amount of \$ _____⁶ from the Debt Service Fund shall be applied to establish an escrow fund to refund the Refunded Bonds, as more fully provided in Section 24 of the Order, and, to the extent not otherwise provided for, to pay all expenses arising in connection with the issuance of the Bonds, the establishment of such escrow fund and the refunding of the Refunded Bonds. Any proceeds of the Bonds remaining after making all such deposits and payments shall be deposited into the Debt Service Fund.

5. Execution and Registration of Bonds. (a) The Bonds shall be signed by the President of the Board and countersigned by the Secretary or Assistant Secretary of the Board, by their manual, lithographed, or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.

(b) If any officer of the District whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Certificate described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by her duly authorized agent, which certificates shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the District, and have been registered by the Comptroller.

(d) On the Closing Date, the Initial Bonds, payable in stated installments to the Underwriters or their designee, executed by manual or facsimile signature of the President of the Board and Secretary or Assistant Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriters or their designee. Upon payment for the Initial Bonds, the Registrar shall cancel the Initial Bonds and definitive Bonds shall be delivered to DTC.

6. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent

⁵ Insert from Officer's Pricing Certificate.

⁶ Insert from Officer's Pricing Certificate.

for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable at the operations office of the Registrar, in Minneapolis, Minnesota. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

7. Successor Registrars. The District covenants that at all times while any Bonds are outstanding it will provide a commercial bank or trust company, organized under the laws of the United States or any state, duly qualified to serve as and perform the duties and services of Registrar for the Bonds. The District reserves the right to change the Registrar for the Bonds on not less than 30 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

8. Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the District. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

9. Book-Entry Only System. (a) The Initial Bonds shall be registered in the name designated in the Officer's Pricing Certificate. Except as provided in Section 10 hereof, all other Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the District and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the District and the Registrar shall be entitled to treat and consider the person in

whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Order with respect to interest checks being mailed to the Owner of record as of the Record Date, the phrase "Cede & Co." in this Order shall refer to such new nominee of DTC.

10. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the District, in its sole discretion, determines that the beneficial owners of the Bonds should be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall not longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

11. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations.

12. Ownership; Unclaimed Principal and Interest. The District, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the District and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable

provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

13. Registration, Transfer, and Exchange. So long as any Bonds remain outstanding, the Registrar shall keep the Register at its operations office in Minneapolis, Minnesota. Subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the operations office of the Registrar in Minneapolis, Minnesota, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond or Bonds of the same type registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the operations office of the Registrar in Minneapolis, Minnesota, for a Bond or Bonds of the same type, maturity and interest rate in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the District.

14. Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The District or the Registrar may require the Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The District or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

- (1) furnish to the District and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;

- (2) furnish such security or indemnity as may be required by the Registrar and the District to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (4) meet any other reasonable requirements of the District and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

15. Cancellation of Bonds. All Bonds paid in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the District with appropriate certificates of destruction of such Bonds.

16. Optional and/or Mandatory Redemption; Defeasance. The Bonds are subject to optional and/or mandatory redemption as set forth in the Form of Bonds and in the Officer's Pricing Certificate.

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds of a particular maturity are to be redeemed, the numbers of the Bonds or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the

redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

The Bonds may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

17. Forms. The form of the Bonds, including the form of Registration Certificate of the Comptroller, which shall be attached or affixed to each Initial Bond, the form of the Registrar's Authentication Certificate, the form of Assignment and the form of Guarantee Endorsement of the Commissioner of Education of the State of Texas, if applicable, shall be, respectively, substantially as follows, with such additions, deletions and variations as may be required by the Superintendent and Chief Financial Officer, necessary or desirable and not prohibited by this Order:

(a) Form of Current Interest Bond.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTIES OF HARRIS AND CHAMBERS

REGISTERED
NUMBER

REGISTERED
DENOMINATION

\$ _____

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
SERIES 2012

INTEREST RATE: MATURITY DATE: ISSUE DATE: CUSIP:

7

8

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (the "District") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the operations office of Wells Fargo Bank, N.A, in Minneapolis, Minnesota (the "Registrar"), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the Issue Date, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this

⁷ Insert from Officer's Pricing Certificate.

⁸ Insert from Officer's Pricing Certificate.

Bond is payable by check on _____⁹ and _____¹⁰ beginning on _____¹¹, mailed to the registered owner as shown on the books of registration kept by the Registrar as of the close of business on the last business day of the month next preceding each interest payment date.

THIS BOND is one of a duly authorized issue of Bonds, aggregating \$ _____¹² (the “Bonds”), issued for the purpose of refunding the Refunded Bonds, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to an order adopted by the Board of Trustees of the District (the “Order”), which Order is of record in the official minutes of the District. [The Bonds are issued as (i) Bonds in the aggregate principal amount of \$ _____¹³ which pay interest only at maturity, and (ii) Bonds in the aggregate principal amount of \$ _____¹⁴ which pay interest semiannually until maturity or earlier redemption.]¹⁵

[THE DISTRICT RESERVES THE RIGHT, at its option, to redeem Bonds maturing on or after _____¹⁶, in whole or from time to time in part, in integral multiples of \$5,000, on _____¹⁷, or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all the Bonds are to be redeemed, the District shall select the Bonds to be redeemed.]¹⁸

[If applicable, mandatory redemption language]¹⁹

[NOTICE OF ANY REDEMPTION shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owners of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for

⁹ Insert from Officer’s Pricing Certificate.

¹⁰ Insert from Officer’s Pricing Certificate.

¹¹ Insert from Officer’s Pricing Certificate.

¹² Insert from Officer’s Pricing Certificate.

¹³ Insert from Officer’s Pricing Certificate.

¹⁴ Insert from Officer’s Pricing Certificate.

¹⁵ Remove bracketed language if there are no CABs.

¹⁶ Insert from Officer’s Pricing Certificate.

¹⁷ Insert from Officer’s Pricing Certificate.

¹⁸ Remove bracketed language if Bonds are not subject to redemption.

¹⁹ Insert from Officer’s Pricing Certificate.

redemption shall terminate on the date fixed for redemption.]²⁰

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the operations office of the Registrar in Minneapolis, Minnesota, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the operations office of the Registrar in Minneapolis, Minnesota, for Bonds in the denomination of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, without legal limit as to maximum rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District, and have been pledged irrevocably for such payment.

²⁰ Remove bracketed language if Bonds are not subject to redemption.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the President and countersigned with the manual or facsimile signature of the Secretary or Assistant Secretary, and the official seal of the District has been duly impressed, or placed in facsimile, on this Bond.

(AUTHENTICATION
CERTIFICATE)

(SEAL)

GOOSE CREEK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

Secretary, Board of Trustees

(b) Form of Capital Appreciation Bonds (if required).

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTIES OF HARRIS AND CHAMBERS

REGISTERED
NUMBER

REGISTERED
MATURITY

\$ _____

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
SERIES 2012

MATURITY DATE:

ISSUANCE DATE:

²¹

CUSIP:

REGISTERED OWNER:

MATURITY AMOUNT:

DOLLARS

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (the "District") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the operations office of Wells Fargo Bank, N.A., in Minneapolis, Minnesota (the "Registrar"), the Maturity Amount identified above, representing the principal amount hereof and accrued and compounded interest hereon (both as shown in the table attached to this Bond), in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America. The date of

²¹ Insert from Officer's Pricing Certificate.

this Bond is _____²², but interest shall accrue on the principal amount hereof from the Issuance Date at the per annum rate specified on the Table of Accreted Values attached hereto. The Accreted Value (per \$5,000 of Maturity Amount) of this Bond, as of the Issuance Date and as of each _____²³ and _____²⁴ is set forth in the Table of Accreted Values attached hereto. Such value as of any other date shall be determined by straight-line interpolation between such values.

THIS BOND is one of a duly authorized issue of Bonds, aggregating \$ _____²⁵ the “Bonds”), issued for the purpose of refunding the Refunded Bonds under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to an order adopted by the Board of Trustees of the District (the “Order”), which Order is of record in the official minutes of the District. The Bonds are issued as (i) Bonds in the aggregate principal amount of \$ _____²⁶ which pay interest only at maturity, and (ii) Bonds in the aggregate principal amount of \$ _____²⁷ which pay interest semiannually until maturity or earlier redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the operations office of the Registrar, in Minneapolis, Minnesota, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the operations office of the Registrar, in Minneapolis, Minnesota, for Bonds in the denomination of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

²² Insert from Officer’s Pricing Certificate.

²³ Insert from Officer’s Pricing Certificate.

²⁴ Insert from Officer’s Pricing Certificate.

²⁵ Insert from Officer’s Pricing Certificate.

²⁶ Insert from Officer’s Pricing Certificate.

²⁷ Insert from Officer’s Pricing Certificate.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, without legal limit as to maximum rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District, and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the President and countersigned with the manual or facsimile signature of the Secretary or Assistant Secretary, and the official seal of the District has been duly impressed, or placed in facsimile, on this Bond.

(AUTHENTICATION
CERTIFICATE)

(SEAL)

GOOSE CREEK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

Secretary, Board of Trustees

TABLE OF ACCRETED VALUES²⁸

(c) Form of Comptroller’s Registration Certificate.

COMPTROLLER’S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Registrar’s Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been delivered pursuant to the Bond Order described in the text of this Bond.

Wells Fargo Bank, N.A.

²⁸ Insert from Officer’s Pricing Certificate.

As Paying Agent/Registrar

By _____
Authorized Signature
Date of Authentication _____

(e) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution
in the premises.

DATED: _____

Signature Guaranteed:

Registered Owner
NOTICE: The signature above must
correspond to the name of the registered
owner as shown on the face of this Bond in
every particular, without any alteration,
enlargement or change whatsoever.

NOTICE: Signature must be guaranteed
by a member firm of the New York Stock
Exchange or a commercial bank or trust
company.

(f) Form of Guarantee Endorsement.

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Goose Creek Consolidated Independent School District of its Unlimited Tax Refunding Bonds, Series 2012, dated _____²⁹, in the principal amount of \$ _____³⁰ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.

Robert Scott
Commissioner of Education

(g) The Initial Bond shall be in the form set forth in paragraphs (a), (b), (c), (e) and (f) of this Section, except for the following alterations:

(i) immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP" deleted; immediately under the name of the Capital Appreciation Bond, the heading "MATURITY DATE" shall be completed with the words "As Shown Below" and the word "CUSIP" deleted;

(ii) in the first paragraph of the Current Interest Bond, the words "on the maturity date specified above" and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence "..., with such principal to be paid in installments on the dates, in each of the years and in the principal amounts identified in the following schedule and with such installments bearing interest at the per

²⁹ Insert from Officer's Pricing Certificate.

³⁰ Insert from Officer's Pricing Certificate.

annum rates set forth in the following schedule:”

[Information to be inserted from schedule in the Officer’s Pricing Certificate]

(iii) in the first paragraph of the Capital Appreciation Bond, the words “on the maturity date specified above” shall be deleted, and the words “the Maturity Amount identified above” shall be replaced with “the Maturity Amounts shown in the schedule below”.

[Information to be inserted from schedule in the Officer’s Pricing Certificate]

(iv) the Initial Bonds shall be numbered ICI-1 and ICA-1, respectively.

18. CUSIP Numbers. CUSIP Numbers may be printed on the Bonds, but errors or omissions in the printing of such numbers shall have no effect on the validity of the Bonds.

19. Debt Service Fund; Tax Levy. A special fund to be designated “Goose Creek Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2012, Debt Service Fund” is hereby created, and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Order shall be deposited, as collected, in such Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other District taxes are assessed, levied and collected, in each year, a continuing direct annual ad valorem tax, without legal limit as to maximum rate or amount, upon all taxable property in the District, sufficient to pay the interest on the Bonds as the same becomes due and to pay each installment of the principal of the Bonds as the same matures, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose. The District will take into account the balance in the Debt Service Fund when it sets its debt service tax rate each year.

To pay the debt service coming due on the Bonds prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Any money received by the District with respect to the Bonds as state assistance pursuant to the instructional allotment or as state assistance with existing debt, each as authorized by Chapter 46, Texas Education Code, shall be deposited in the Debt Service Fund as required by Sections 46.009 and 46.035, Texas Education Code, respectively.

20. Application of Chapter 1208, Government Code. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the District under Section 19 of this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the District under Section 19 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the District agrees to take such measures as it determines are reasonable

and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

21. Further Proceedings. After the Initial Bonds have been executed, it shall be the duty of the President of the Board and other appropriate officials and agents of the District to deliver the Initial Bonds and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Initial Bonds have been approved by the Attorney General, they shall be delivered to the Comptroller for registration. Upon registration of the Initial Bonds, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

22. Federal Income Tax Exclusion. The District intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Bonds. For this purpose, the District covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the District shall comply with each of the following covenants:

- (a) The District will use all of the proceeds of the Bonds to (i) provide funds for the purposes described in Section 2 hereof, which will be owned and operated by the District and (ii) to pay the costs of issuing the Bonds. The District will not use any portion of the proceeds of the Bonds to pay the principal of or interest or redemption premium on, any other obligation of the District or a related person.
- (b) The District will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141(a) of the Code.
- (c) Principal of and interest on the Bonds will be paid solely from ad valorem taxes collected by the District, investment earnings on such collections, and as available, proceeds of the Bonds.
- (d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the District reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an "arbitrage bond" within the meaning of Section 148 of the Code.
- (e) At all times while the Bonds are outstanding, the District will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The District will monitor the yield on the investments of the proceeds of the

Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Bonds.

To the extent necessary to prevent the Bonds from constituting "arbitrage bonds," the District will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds.

- (f) The District will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Bonds to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.
- (g) The District represents that not more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the District reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within the three-year period beginning on the date of issue of the Bonds.
- (h) The District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government. Specifically, the District will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the District allocable to other obligations of the District or moneys which do not represent gross proceeds of any obligations of the District and retain such records for at least six years after the day on which the last outstanding Bond is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the District will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.
- (i) The District will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger

loss than would have resulted if such arrangement had been at arm's length and had the yield on the Bonds not been relevant to either party.

- (j) The District will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the Secretary may prescribe.
- (k) The District will not issue or use the Bonds as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the District to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.
- (l) Proper officers of the District charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Bonds and stating whether there are facts, estimates or circumstances that would materially change the District's expectations. On or after the date of issuance of the Bonds, the District will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.
- (m) The covenants and representations made or required by this Section are for the benefit of the Bond holders and any subsequent Bond holder, and may be relied upon by the Bond holders and any subsequent Bond holder and bond counsel to the District.

In complying with the foregoing covenants, the District may rely upon an unqualified opinion issued to the District by nationally recognized bond counsel that any action by the District or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Order, the District's representations and obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

23. Escrow Agreement. The discharge and defeasance of the Refunded Bonds shall be effectuated pursuant to the terms and provisions of an Escrow Agreement to be entered into by and between the District and the Escrow Agent, the terms and provisions of which are hereby approved, subject to such insertions, additions and modifications as shall be necessary (a) to carry out the program designed for the District by the Underwriters, which shall be certified as to mathematical accuracy by Grant Thornton, LLP Certified Public Accountants, (b) to maximize the District's present value savings and/or to minimize the District's costs of refunding, (c) to comply with all applicable laws and regulations relating to the refunding of the Refunded Bonds and (d) to carry out the other intents and purposes of this Order, and the President or Vice President is hereby authorized to execute and deliver such Escrow Agreement on behalf of the District in multiple counterparts and the Secretary or the

Assistant Secretary is hereby authorized to attest thereto and affix the District's seal.

24. Purchase of United States Treasury Obligations. To assure the purchase of the Escrowed Securities referred to in the Escrow Agreement, the President or Vice President of the Board of Trustees, the Chief Financial Officer, and the Escrow Agent are hereby authorized to subscribe for, agree to purchase, and purchase obligations which are authorized investments for escrow accounts pursuant to Section 1207.062, Texas Government Code, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

25. Redemption Prior to Maturity of Refunded Bonds. The District has irrevocably exercised its option to call the bonds of the District for redemption prior to maturity on the dates and at the prices shown on Exhibit A attached to the Officer's Pricing Certificate, and authorized and directed notice of such redemption to be given in accordance with the orders authorizing the issuance of such bonds.

26. Permanent School Fund Guarantee. The District has applied for and received approval from the Texas Commissioner of Education (the "Commissioner"), subject to compliance with the Commissioner's rules and regulations, for payment of the principal of and interest on the Bonds to be guaranteed by the Permanent School Fund of the State of Texas. If the Bonds are defeased, the guarantee of the Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school fund. In connection with the guarantee of the Bonds by the Permanent School Fund, the District, hereby certifies and covenants that

- (a) a certified copy of this Order and copies of the Official Notice of Sale and Final Official Statement (and final savings schedule for refunded bonds) shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days;
- (b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on the bonds, the District will take all action required by Subchapter C of Chapter 45 of the Texas Education Code, as amended, including, but not limited to, the giving of timely notice of such determination to the Commissioner; and
- (c) the District will notify the Division of State Funding in writing within ten (10) calendar days of the defeasance of any guaranteed Bonds.

27. Continuing Disclosure Undertaking. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission

(a) The District will provide certain updated financial information and operating data to the MSRB annually in an electronic format as prescribed by the MSRB and available via the Electronic Municipal Market Access (“EMMA”) system at www.emma.msrb.org. The information to be updated includes all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement authorized by Section 28 of this Order, in Appendix B and under the headings “OFFICIAL STATEMENT SUMMARY – SELECTED FINANCIAL INFORMATION,” “INVESTMENT AUTHORITY AND INVESTMENT OBJECTIVES OF THE DISTRICT - Investment Policies,” “DISTRICT DEBT” (except for the information under “Estimated Overlapping Debt”), “TAX DATA - Property Subject to Taxation by the District,” “- Historical Analysis of Tax Collection,” and “- Analysis of Tax Base,” “FINANCIAL OPERATIONS IN THE DISTRICT” and “THE DISTRICT - Description of the District.” The District will update and provide this information within six months after the end of each fiscal year.

If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to documents (i) available to the public on the MSRB’s internet web site or (ii) filed with the SEC. All filings shall be made electronically, in the format specified by the MSRB.

(b) The District shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner (not in excess of ten (10) days after the occurrence of the event), of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the District;

- (xiii) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The District shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Section by the time required by such Section.

All documents provided to the MSRB shall be accompanied by identifying information, as prescribed by the MSRB.

(c) The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give the notice required by this Section of any Bond calls and defeasance that cause the District to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under the Order for purposes of any other provision of this Order.

Nothing in this Section is intended to or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

(d) The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell the Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The District may also amend or repeal the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in any case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule.

28. Official Statement. The District hereby approves the form and content and distribution of the Preliminary Official Statement prepared in the initial offering and sale of the Bonds and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Bond Purchase Agreement and other relevant information. The use of such final Official Statement by the Underwriters is hereby approved and authorized and the proper officials of the District are authorized to sign such Official Statement.

29. Power to Revise Form of Documents. Notwithstanding any other provision of this Order, the President of the Board is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Order and in the form of the documents attached hereto as exhibits as, in the judgment of the President, and in the opinion of Bond Counsel to the District, may be necessary or convenient to carry out or assist in carrying out the purposes of this Order, the Preliminary Official Statement, the final Official Statement, or as may be required for approval of the Bonds by the Attorney General of Texas; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents shall be subject to the prior approval of the Board.

30. Related Matters. To satisfy in a timely manner all of the District's obligations under this Order and the Bond Purchase Agreement, the President or Vice President, the Secretary or the Assistant Secretary, and all other appropriate officers and agents of the District are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the refunding of the Refunded Bonds, including, without limitation, executing and delivering on behalf of the District all certificates, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the District's

obligations under the Bond Purchase Agreement and this Order and to direct the application of funds of the District consistent with the provisions of this Order.

31. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the District are hereby authorized to execute such agreement for and on behalf of the District.

32. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

33. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

PASSED AND APPROVED this 13th day of February, 2012.

/s/ Jenice Coffey

President, Board of Trustees
Goose Creek Consolidated Independent
School District

ATTEST:

/s/ Daniel Blackford

Secretary, Board of Trustees
Goose Creek Consolidated Independent
School District

(SEAL)

EXHIBIT A

DISTRICT'S OUTSTANDING OBLIGATIONS

Unlimited Tax School Building Bonds, Series 2001A (Qualified Zone Academy Bonds)
Unlimited Tax School Building Bonds, Series 2001B (Qualified Zone Academy Bonds)
Unlimited Tax Refunding and Schoolhouse Bonds, Series 2002
Unlimited Tax Refunding Bonds, Series 2003
Unlimited Tax Refunding Bonds, Series 2004
Unlimited Tax Schoolhouse Bonds, Series 2005
Unlimited Tax Schoolhouse Bonds, Taxable Series 2005A (Qualified Zone Academy Bonds)
Unlimited Tax Schoolhouse and Refunding Bonds, Series 2006
Unlimited Tax Schoolhouse Bonds, Series 2007
Unlimited Tax Schoolhouse Bonds, Series 2007A
Unlimited Tax Refunding Bonds, Series 2008
Unlimited Tax Refunding Bonds, Series 2011

SCHOOL BOARD AGENDA ITEM SUMMARY

FEBRUARY 13, 2012

SUBJECT: CONSIDERATION OF INTERLOCAL CONTRACT ADDENDUM TO THE AGREEMENT WITH SHILOH TREATMENT CENTER

RECOMMENDED ACTION: Approve addendum to the contract agreement between the Goose Creek CISD and Shiloh Treatment Center to provide additional slots for educational day treatment services for identified GCCISD students.

RATIONALE: To provide specialized facilities and personnel necessary to furnish all educational day treatment services for identified Goose Creek CISD students. The additional slots will increase the aggregate to an amount not to exceed \$108,832.14.

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

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



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**Thomas R. Kelchner, Ed.D.
DIRECTOR OF SPECIAL EDUCATION**

To: Suzanne Heinrich
From: Dr. Tom Kelchner
Date: January 31, 2012
Re: Contract Addendum between Goose Creek CISD and Shiloh Treatment Center

Attached is a copy of a proposed contract addendum between the Goose Creek CISD and Shiloh Treatment Center. Two (2) additional slots are required in order to provide specialized programs for our students. The previously approved contract amount is \$81,540.00. The additional slots will cost \$27,292.14. Therefore, the total amended contract amount will be \$108,832.14.

Please let me know if you require further information.

Thank you.

**Addendum to the Agreement
Between
Shiloh Treatment Center, Inc.
And
Goose Creek Consolidated Independent School District**

This Addendum modifies the original agreement between Shiloh Treatment Center, Inc. and the Goose Creek Consolidated Independent School District for **\$81,540.00**, which was previously approved. This addendum will raise the number of slots from four (4) to six (6). The additional slots will cost \$27,292.14. The total amended contract amount will not exceed \$108,832.14.

Dated this 15th day of February, 2012.

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT SHILOH TREATMENT CENTER, INC.

Representative
President of Board of Trustees

Dr. Brenda Gardner-Valdes
Administrator

Representative
Secretary of Board of Trustees

SHILOH TREATMENT CENTER, INC.

COST ANALYSIS – Additional Slots

February 1, 2012 to May 31, 2012 (81 days)

DISTRICT: Goose Creek Consolidated Independent School District

STUDENT: Slot (5 and 6) @ 168.47 each/day for 81 days (or \$1,010.82 for all slots per day)

SERVICES	Daily	Weekly	Monthly	Totals
Education Services				
Behavior Therapy				
Related Services				
<i>Individual Therapy</i>				
<i>Group Therapy</i>				
<i>Physical Therapy</i>				
<i>Occupational Therapy</i>				
<i>Speech</i>				
<i>LRE Transition Therapy</i>				
School Health Services				
Psychological Services				
Residential Services				
Day Programming 81 days	\$336.94(2)			\$27,292.14
<i>Extended Day Services</i>				
Respite 24 Hours				
Contract Total				\$27,292.14

New Adjusted Total: \$108,832.14

**AGREEMENT
BETWEEN
SHILOH TREATMENT CENTER, INC.
AND
GOOSE CREEK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

**I.
Term**

This Agreement shall be for the period beginning November 15, 2011 and ending May 31, 2012.

AMOUNT: \$81,540.00

II.

Whereas, Goose Creek Consolidated Independent School District is in need of specialized services for students with disabilities, particularly those related to mental health and behavior problems,

Whereas, Goose Creek Consolidated Independent School District is in need of a cost effective solution that includes the bulk purchase of four (4) slots for students with disabilities,

Whereas, Goose Creek Consolidated Independent School District is in need of a geographically desirable solution for such services,

Whereas, Shiloh Treatment Center, Inc. is able to earmark four (4) slots for the exclusive use of Goose Creek Consolidated Independent School District students with mental health and behavioral disabilities,

Whereas, Shiloh Treatment Center, Inc. is able to provide four (4) slots at a significantly reduced rate compared to the cost of individual slots,

Whereas, Shiloh Treatment Center, Inc. is able to provide the needed services in a geographically desirable location at 11420 I-10 East, Suite 5 Houston, TX 77029 (~8 miles from the center of Baytown)...

This contract and agreement is entered into by and between **Goose Creek Consolidated Independent School District**, hereinafter called "School District", and **Shiloh Treatment Center, Inc.**, hereinafter called "Contractor", for the purpose of providing services to **four** handicapped persons who are residents of the State of Texas and meet age eligibility according to IDEA regulations.

The Contractor will provide the specialized facilities and personnel necessary to furnish all services covered by this contract.

During the contract period, if the Contractor becomes unable to or fails to provide specialized facilities or personnel necessary under this contract, the School District may withhold payment to Contractor until Contractor does provide the required facilities or personnel.

The School District and the Contractor agree and understand that the parent(s) or guardian(s) of this student have voluntarily given their permission for this student to receive the following indicated services provided by this contract agreement.

- A. Day School
- B. Educational Services
- C. Related Services (where specified)

The School District will pay to the Contractor for its complete and satisfactory performance of this contract for all services covered by this contract. This sum shall be payable in monthly installments in the amount specified in each monthly billing.

The School District will maintain eligibility folders. The School District will compile and send to the Contractor copies of the following items, on a routine basis:

1. ARD
2. Notice of ARD
3. Individual transition plan
4. Comprehensive individual assessment
5. Reintegration plan
6. Notice of assessments
7. Current psychological
8. Current contract, properly executed

The local district is responsible for overseeing implementation of the IEP and provides annual re-evaluation of appropriateness of the instructional arrangement.

The Contractor will maintain records and accounts to assure a proper accounting to the School District of all monies, state and federal, applicable to this contract. The Contractor will compile and furnish to the School District any reports that the School District requires to comply with applicable laws, rules, and regulations of the State of Texas and the Texas State Board of Education and any other evaluative information the School District requires.

The term of this contract shall begin on November 15, 2011, and end not later than May 31, 2012. In the event that the contract is terminated prior to the date specified above, fees and charges shall be pro-rated to the date of discharge plus thirty days. The Contractor provides all services specified in the contract with the school district(s) without charge to the parents, surrogates, guardians, or adult student.

This instrument constitutes the entire agreement by and between the parties for the purpose of accomplishing the results and objectives herein contained and as stated in the Admission, Review, and Dismissal Committee reports for each of the students placed with the Contractor, and any alteration thereof, or addition, or deletion, shall be by addendum hereto in writing and executed by the parties.

The Contractor agrees that funds will be utilized in accordance with the attached cost analysis sheet.

III. Indemnity

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

IV. Record Retention

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

V. Compliance

Contractor agrees to comply with the following:

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

VI. Permits, Licenses, Certifications

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

VII. Reporting Emergencies and Abuse and Neglect

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

VIII. Discrimination Prohibited

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

**IX.
Relationship**

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

**X.
Termination**

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

**XI.
Authorization**

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

**XII.
Notice**

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

SHILOH TREATMENT CENTER, INC. (Contractor)
P.O. Box 9010, Dept. 310
Galveston, Texas 77553, 9010

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
(District)
Attn: Dr. Toby York, Superintendent
P.O. Box 30
Baytown, Texas 77522

**XIII.
Governing Law**

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

**XIV.
Confidentiality**

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

**XV.
Severability**

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

**XVI.
Venue**

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

**XVII.
Amendment**

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

**XVIII.
Assignment**

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

SCHOOL BOARD AGENDA ITEM SUMMARY

February 13, 2012

SUBJECT: **CONSIDERATION OF SECOND READING OF REVISED BOARD POLICY CDA (LOCAL); OTHER REVENUES: INVESTMENTS**

RECOMMENDED ACTION: Approve second reading of revisions to Board policy CDA (Local); Other Revenues: Investments regarding changes.

RATIONALE: In accordance with Board Policy CDA (LEGAL); Other Revenues: Investments, at least annually, the Board shall review the investment policy and strategies for the district.

BUDGET PROVISIONS/ACTION REQUIRED: Not Applicable

RESOURCE PERSONNEL: Dr. Toby York
 Mr. Pete Pape
 Ms. Stephanie Wright

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

AUTHORITY FOR
CASH MANAGEMENT
AND INVESTMENT
PROGRAM

This policy sets forth the investment and strategy guidelines for the investment of funds for the District in order to achieve the District's goals of safety, liquidity, diversification and yield, and to preserve the public trust. This policy serves to satisfy the state statutory requirement to define and adopt a formal investment policy and strategy in accordance with Chapter 2256 of the Government Code. It sets forth policy and procedures to enhance opportunities for prudent investment.

It is the policy of the District that the administration of its funds and the investment of those funds shall be handled as its highest public trust. Investments shall be made in a manner that provides the maximum security of principal through risk management and diversification while meeting the daily cash flow needs of the District and conforming to all applicable state and District statutes.

The receipt of a market rate of return shall be secondary to the requirements for safety and liquidity. The earnings from investment shall be used in a manner that best serves the interests of the District.

DELEGATION OF
AUTHORITY

In accordance with Chapter 2256 of the Government Code, the responsibility for approving investment policy shall reside with the Board. The executive director of business services and assistant business manager shall be designated as investment officers of the District by Board resolution and shall be responsible for investment decisions and activities under the direction of the Superintendent. In the absence of the executive director of business services and the assistant business manager, the Superintendent shall be designated as the alternate investment officer of the District.

The investment officers of the District shall:

1. Attend at least one training session relating to the investment officer's responsibilities within 12 months after taking office or assuming duties;
2. Attend an investment training session not less than once in a two-year period and receive not less than ten hours of instruction relating to investment responsibilities from an independent source that has been approved by the Board; and
3. Ensure that the training attended includes training on diversification of investment portfolio.

Officers and employees involved in the investment process shall refrain from personal or business activities that could conflict with proper execution of the investment program or that could impair their ability to make impartial investment decisions. Investment officers involved shall disclose in writing to the Board and Texas

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Ethics Commission any material financial interest in financial institutions that conduct business with the District or any personal financial or investment positions that could be related to the performance of the District.

PRUDENCE

The standard of prudence to be used in the investment process shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio, rather than a consideration as to the prudence of a single investment.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of the capital, as well as the probable income to be derived.

Investment officers acting in accordance with written procedures and this policy and exercising due diligence shall be relieved of personal liability in the management of the portfolio provided that deviations from expectations for a specific security's credit risk or market price change, or a portfolio shift are reported in a timely manner and that appropriate action is taken to control adverse market affects. The District recognizes that in a diversified portfolio, occasional measured losses are inevitable and must be considered within the context of the entire portfolio.

APPROVED
INVESTMENT
INSTRUMENTS

From those investments authorized by law and described further in CDA(LEGAL), and the Act. -the Board shall permit investment of District funds in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of the U.S. government, its agencies and instrumentalities excluding mortgage-backed securities, or guaranteed by governmental entities not to exceed two years to stated maturity in the operating and debt service funds and not to exceed three years in bond funds (Government Code 2256.009).
2. Depository Ccertificates of deposit from banks doing business in Texas and not to exceed one year to maturity (Government Code 2256.010) insured or collateralized in accordance with this Policy.
3. Fully collateralized repurchase agreements not to exceed three months to maturity (Government Code 2256.011). Flex repurchase agreements are permitted when used for bond funds and shall be tied to the expenditure schedule of the bonds.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

4. A1/P1 commercial paper with a maturity not to exceed 90 days and dual rated by two nationally recognized rating agencies (Government Code 2256.013).
5. AAA rated, SEC registered money market mutual funds (Government Code 2256.014).
6. AAA-rated, Gconstant dollar public funds investment pools as defined by Government Code 2256.016.
7. Obligations of any US state or political subdivisions rated A or better by two nationally recognized rating agencies not to exceed two years to stated maturity. (2256.009(a)(5))
8. Fully FDIC insured brokered certificate of deposit securities from banks in any US state, delivered versus payment into the District's safekeeping depository, not to exceed one year to maturity. Before purchase the Investment Officer or Investment Advisor must verify the FDIC status of the bank on www.fdic.gov to assure that the bank is FDIC insured.

DELIVERY VERSUS
PAYMENT

All investment transactions except investment pool funds and mutual funds shall be executed on a delivery versus payment basis.

PORTFOLIO
STRUCTURE

6.

To meet the investment objectives of the District, the portfolio shall be invested in high credit quality securities to minimize market and volatility risk. Investments shall be scheduled to coincide with the projected cash flow needs. Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 365 days. Debt service funds shall focus on the funding of succeeding debt service requirements before extensions.

The available funds in any fund may be invested for a period of up to two years provided that all short-term cash flow requirements have been met. Bond proceeds can be invested for a period of up to three years provided that the draw-down schedules permit such maturities.

The asset mix of the District's portfolio, except for investments purchased for investment of bond proceeds below, is expressed in terms of maximum commitment so as to allow sufficient flexibility to take advantage of market considerations within the context of this policy.

The maximum percentage limits are as follows:

Market Sector	Maximum Percent of Portfolio
Money Market Accounts	100%
Certificates of Deposit	<u>450%</u>
Maximum by Issuer	<u>150%</u>
<u>Brokered FDIC CDs</u>	<u>15%</u>
U.S. Government Securities	100%
<u>State and local Obligations</u>	<u>25%</u>
Repurchase Agreements	100%
Investment Pools	100%
Maximum Ownership	10%
Money Market Mutual Funds	15%
Maximum Ownership	10%
Commercial Paper	25%
Maximum by Issuer	10%

The District shall not invest all 100 percent of its portfolio in one investment pool. If investment pools are the only investment type being utilized, the money should be subdivided between various pools for diversification and security reasons.

The investment portfolio shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issue, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:

- Within the cash flow requirement constraints, investment maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected that provide stability of income and reasonable liquidity.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

- Liquidity shall be ensured through practices to ensure that the payroll account and the operating account are covered through maturing investments.
- Risks of market price volatility shall be controlled through maturity diversification so that premiums paid on instruments with maturities approaching one year shall not be greater than coupon interest and investment income received from the investment.

SAFETY AND
INVESTMENT
MANAGEMENT

The main goal of the investment program is to ensure its safety and maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

MONITORING MARKET
PRICES

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant ~~declines~~ ~~changes~~ in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, ~~investment and~~ financial advisors, and representatives/advisors of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

FUNDS / STRATEGIES

Investments of the following fund categories shall be consistent with this policy and in accordance with the strategy defined below.

OPERATING FUNDS

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. The maximum weighted average maturity may not exceed 270 days.

TRUST AND
AGENCY FUNDS

Investment strategies for trust and agency funds shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. The maximum weighted average maturity may not exceed 180 days.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

DEBT SERVICE FUNDS	Investment strategies for debt service funds shall have as their objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded. The maximum weighted average maturity may not exceed 180 days.
CAPITAL PROJECTS	Investment strategies for capital project funds shall have as their objective sufficient investment liquidity to timely meet capital project obligations. The investments shall be based on expenditure draw-down estimates.
CASH FLOW PROJECTIONS AND STATEMENTS	<p>Cash flow projections shall be prepared for a combination of weekly, monthly, and yearly periods. A receipts and disbursements forecast shall be in the format of a sources and uses of fund statement with individual line items for the major components of that fund.</p> <p>Dramatic variances between the cash flow projection and cash flow statements may provide an early warning of a change in condition.</p>
SAFEKEEPING AND CUSTODY	The District shall be provided and shall retain clearly marked receipts providing proof of the District's ownership of all securities, as well as the pledge of securities for collateral. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
<u>DELIVERY VS PAYMENT</u>	<u>Any collateral custodian will be independent from the pledging bank and shall be responsible for providing directly to the District a monthly report of collateral.</u>
BROKERS / DEALERS	<p>Prior to handling investments on behalf of the District, brokers/dealers must certify in writing to a review of this policy in accordance with law. Representatives of brokers/dealers shall be registered with the Texas State Securities Board and be in good standing with the Financial Industry Regulatory Authority (FINRA).</p> <p>In compliance with Section 2256.05 of the Government Code, a written copy of this investment policy shall be presented to any security broker/dealer, including investment pools and banks seeking to sell to the District. The representative of the firm shall execute the Investment Policy Affidavit shown in Exhibit A to this policy. The Investment Policy Affidavit must contain provisions that require the security broker/dealer to acknowledge that they have:</p> <ol style="list-style-type: none">1. Received and thoroughly reviewed the investment policy of the District; and

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

2. Acknowledged that their firm has implemented reasonable procedures and controls in an effort to preclude investment transactions not authorized by the District's policy.

The investment officers are prohibited from purchasing securities from broker/dealers (including investment pools) who have not delivered to the District an Investment Policy Affidavit. The District investment officers shall annually review and recommend a list of qualified brokers/dealers to the Board for approval.

COMPETITIVE
BIDDING

A competitive bid process, utilizing a minimum of three verbal bids/offers from authorized institutions shall be used for purchase of all investments.

Records shall be kept of all transactions including documentation of the competitive offers, the transactions accepted, and a brief explanation of the decision made regarding the purchase.

Based on an annual evaluation of transactions, financial institutions shall be dropped from or continued on the eligibility list. The following criteria shall be used in the annual evaluation:

1. Number of transactions competitively won,
2. Prompt and accurate confirmation of transaction,
3. Efficient securities delivery,
4. Accurate market information, and
5. Account servicing.

SOLICITING BIDS FOR
CD'S

In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

COLLATERAL

TIME-AND-DEMAND
BANK-DEPOSITS
PLEGGED
COLLATERAL

Collateralization is required on all bank time and demand deposits over the applicable FDIC insurance coverage. All securities pledged to the District for the deposits shall be held by an independent third-party institution outside the holding company of the pledging bank.

In order to anticipate market changes and provide a level of additional security for all funds, the market value of the collateral ~~will~~ shall be maintained at 102 percent of total principal and accrued interest and 110 percent for MBS securities. The depository ~~will~~ shall be contractually liable for monitoring and maintaining the collateral and margins at all times. The ~~depository or~~ custodian ~~will~~ shall provide monthly reports to the District detailing the collateral and including current market values. Any collateral custodian will

~~be independent from the pledging bank and shall be responsible for providing directly to the District a monthly report of collateral.~~

Collateral ~~will~~shall be pledged under the terms of a written tri-party depository agreement executed under the terms of the Financial Institutions Resource and Recovery Enforcement Act (if the custodian is the Federal Reserve, the District shall execute a Circular 7 form). The agreement ~~will~~shall be approved by resolution of the bank's board or loan committee.

Acceptable collateral shall include only:

- obligations of the U.S. government, its agencies and instrumentalities, including mortgage-backed securities passing the bank test, ~~or~~
- State or municipal obligations rated no less than A by two nationally recognized rating agencies.

If a pooled collateral program is offered by any depository, the investment officers will complete an analysis to determine the cost efficiency and risk presented by the program. The Board must approve a pooled collateral program before it may be used by the District.

REPURCHASE
AGREEMENTS
OWNED
COLLATERAL

Collateral under a repurchase agreement is owned by the District. It shall be held by an independent third-party safekeeping agent approved by the District under an executed ~~b~~Bond ~~m~~Market ~~Asso-~~ciation ~~m~~Master ~~re~~Repurchase ~~a~~Agreement. Collateral with a market value totaling 102 percent of the principal and accrued interest is required and the counter-party is responsible for the monitoring and maintaining of collateral and margins at all times.

REPORTING

The investment officer shall submit quarterly reports to the Board in accordance with Chapter 2256 of the Government Code and containing sufficient information to permit an informed outside reader to evaluate the performance of the investment program.

The quarterly report, as required by law, shall be prepared and signed by the District's investment officers.

INTEREST RATE RISK

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use stated final maturity dates and weighted-average-maturity limits as well as diversification in all portfolio decision making.

The District shall monitor interest rate risk using weighted average maturity and specific investment identification.

INTERNAL CONTROLS

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

MONITORING FDIC
STATUS

The Investment Officer or Investment Adviser shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by the District based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer or Adviser shall immediately liquidate any brokered CD which places the District above the FDIC insurance level.

MONITORING CREDIT
RATINGS

The Investment Officer or Investment Adviser shall monitor, on no less than a weekly bases, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Adviser shall inform the Investment Officer who shall notify the Superintendent of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available.

POLICY ADOPTION

The policy shall be reviewed and adopted by the Board on no less than an annual basis. Any changes made to the policy shall be reflected in the adopting resolution.

SCHOOL BOARD AGENDA ITEM SUMMARY

February 13, 2012

SUBJECT: CONSIDERATION OF TAX REFUNDS

RECOMMENDED ACTION: Approve tax refunds in accordance with section 31.11 State Property Code with provision that no taxes are owed by the referenced parties on any account.

RATIONALE: The Property Tax Code requires the governing body of a political subdivision to approve all refunds over \$ 5,000.00 made under Section 31.11 of Tax Code.

BUDGET PROVISIONS/ACTION REQUIRED: Not Applicable

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

dvh

SECTION 31.11 REFUNDS

February 13, 2012

Name	Account#	Reason	Amount
WILLIAMS OLEFINS, LLC	0829115	OVERPAYMENT	\$16,067.35
ENTERPRISE FLEET MANAGEMENT	212554	OVERPAYMENT	\$23,532.69
AMERIPOINT, LLC	1044	OVERPAYMENT	\$ 5,953.95
BAC TAX SERVICES CORP	0591480120170	OVERPAYMENT	\$ 5,594.53
		TOTAL	\$51,148.52

NO TAX OWED BY THE ABOVE REFERENCED PARTIES ON ANY ACCOUNT

SCHOOL BOARD AGENDA ITEM SUMMARY

February 13, 2012

SUBJECT: CONSIDERATION OF RENEWAL OF REQUEST FOR PROPOSAL (RFP) #102909-3 TO PURCHASE AUTO/BUS PARTS

RECOMMENDED ACTION: Approve to continue with the contracts as submitted by all responding vendors, Beta Technology, Certified Laboratories, Clear Glass Mobile, International Trucks of Houston, Cummins Southern Plains, LLC, O'Reilly Auto Parts, Parts Supply Co., Strong Source, LLC, Texas Alternator, Winzer, and XL Parts to provide automobile and bus parts for the district.

RATIONALE: To provide continuous established pricing for those parts necessary to maintain district vehicles in a safe and efficient mechanical condition.

BUDGET PROVISIONS/ACTION REQUIRED: 2011 – 2012 Budget

RESOURCE PERSONNEL: Dr. Toby York
Mr. Byron Terrier
Mr. Pete Côté
Mr. Pete Pape
Mr. David Fluker
Ms. Kristi Helton
Mr. Ron Loveless
Mr. Herb Minyard
Mr. Rick Walterscheid

BOARD OF TRUSTEES
SCHOOL BOARD AGENDA ITEM SUMMARY

February 13, 2012

**SUBJECT: CONSIDERATION OF REQUEST FOR PROPOSAL (RFP) #050911-3
FOR BEVERAGE VENDING SERVICES**

RECOMMENDED ACTION: Approve the recommendation to award the contract for Beverage Vending Services to Coca-Cola.

RATIONALE: To provide beverage vending services for the District.

BUDGET PROVISIONS/ACTION REQUIRED: None

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier
Mr. Pete Pape
Mr. Pete Cote
Ms. Kristi Helton

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
DIRECTOR OF PURCHASING
BAYTOWN, TEXAS 77521

Request for Proposals for Beverage Vending Services were received and opened by the Director of Purchasing on Monday, May 9, 2011 from the following vendors:

Coca-Cola Refreshments USA
Dr Pepper Bottling Company of Texas
The A & J Company Quality Vending Service (Incomplete documentation)
Pepsi (No bid notification)

Proposals were mailed to twenty (20) vendors with two (2) responding for consideration. This was advertised as required by law. We find recommend that Coca-Cola Refreshments USA be awarded this contract as they meet all the required specifications of the district.

This recommendation is made by Dr. Byron Terrier, Assistant Superintendent of Administrative Services; Mr. Pete Pape, Chief Finance Officer; Mr. Pete Cote, Executive Director of Support Services; and Ms. Kristi Helton, Purchasing Specialist.

Pete Pape
Chief Financial Officer

BOARD OF TRUSTEES
SCHOOL BOARD ITEM AGENDA SUMMARY

February 13, 2012

SUBJECT: CONSIDERATION OF RENEWAL OF COMPETITIVE SEALED PROPOSAL (CSP) #110309-4 FOR PLUMBING CONTRACTOR – TIME AND MATERIAL

RECOMMENDED ACTION: Approve to renew all five (5) proposals submitted for plumbing contractor – time and material for one (1) additional year.

RATIONALE: To provide established pricing for the Maintenance Department with a variety of contractors for the maintenance of all district facilities.

BUDGET PROVISIONS/ACTION REQUIRED: 2011 – 2012 Budget

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier
Mr. Pete Pape
Mr. David Fluker
Ms. Kristi Helton
Mr. Ron Loveless

SCHOOL BOARD AGENDA ITEM SUMMARY

February 13, 2012

SUBJECT: CONSIDERATION OF RENEWAL OF COMPETITIVE SEALED PROPOSAL (CSP) #121406-12 FOR JANITORIAL AND MAINTENANCE SERVICES FOR CENTRAL ADMINISTRATION BUILDING

RECOMMENDED ACTION: Approve the renewal of the Janitorial and Maintenance Services contract with Central Management, Inc. for one (1) additional year.

RATIONALE: To provide janitorial and maintenance services to the Central Administration Building for a clean, sanitary and well maintained working atmosphere. The total cost for the 2010 – 2011 school year was \$104,916.04.

BUDGET PROVISION/ACTION REQUIRED: 2011 – 2012 Budget

RESOURCE PERSONNEL: Dr. Toby York
Mr. Byron Terrier
Mr. Pete Pape
Mr. Pete Côté
Ms. Kristi Helton

BOARD OF TRUSTEES
SCHOOL BOARD AGENDA ITEM SUMMARY

February 13, 2012

**SUBJECT: CONSIDERATION OF RENEWAL OF COMPETITIVE SEALED PROPOSAL
(CSP) #121009-7 FOR GREASE TRAP MAINTENANCE SERVICES**

RECOMMENDATION: Approve to renew for one (1) additional year the competitive sealed proposals submitted by Southwaste and A-Affordable Vacuum Service under the same terms and conditions as stated in the original documents.

RATIONALE: To provide established pricing for services necessary to meet or exceed local codes as well as maintain a safe and sanitary working environment.

BUDGET PROVISIONS/ACTION REQUIRED: 2011-2012 Budget

RESOURCE PERSONNEL: Dr. Toby York
Dr. Byron Terrier
Mr. Pete Pape
Mr. David Fluker
Ms. Kristi Helton
Mr. Ron Loveless

/klh

**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

February 13, 2012

SUBJECT: CONSIDERATION OF PERSONNEL ACTION

RECOMMENDED ACTION: Approve t (1) election subject to assignment; approve eleven (11) resignations.

RATIONALE: Fill vacancy 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

February 13, 2012

ELECTION

1. **Michelle Stangle**, teacher, assigned to Highlands Elementary School.

A. High School Attended	Dayton High School
B. Degree Conferred	BA – Texas A&M University
C. Hours in Teaching Areas	Elementary – 56
D. Grades	Good
E. Experience	None
F. Certification	Standard Generalist EC-6
G. Interviewers	S. Moore-Fontenot, R. Perrin

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Office of the Superintendent
Baytown, Texas

February 13, 2012

RESIGNATIONS

1. **Donna Bernard**, science teacher at Highlands Junior School, is retiring effective June 6, 2012. Ms. Bernard has been with the district 20 years.
2. **Heather Donovan**, second-grade teacher at Travis Elementary School, is resigning effective June 6, 2012. Ms. Donovan is getting married and moving to Boston, Massachusetts.
3. **Desiree de la Rosa**, special education teacher at Highlands Elementary School, resigned effective February 10, 2012. Ms. de la Rosa accepted a behavior specialist position with San Antonio ISD.
4. **DeAnne Duvall**, first-grade teacher at Austin Elementary School, is retiring effective June 6, 2012. Ms. Duvall has been with the district 32 years.
5. **Roseanna Henrichsen**, GATE kindergarten teacher at Austin Elementary School, is retiring effective June 6, 2012. Ms. Henrichsen has been with the district 31 years.
6. **Lori Isaacks**, second-grade teacher at Travis Elementary School, is resigning effective June 6, 2012. Ms. Isaacks is staying home with her children.
7. **Leigh Anne Morrison** second-grade teacher at Harlem Elementary School, resigned effective January 24, 2012. Ms. Morrison resigned for personal reasons.
8. **Delbert Pape**, social studies teacher at School Community Guidance Center, is retiring effective June 6, 2012. Mr. Pape has been with the district three years, but has a total of 12 years outside the district.
9. **Carol Perry**, campus instructional specialist at Hopper Primary School, retired effective January 31, 2012. Mrs. Perry had been with the district eight years but has a total of 18 years outside the district.
10. **Crystal Rabe**, ESL teacher at Horace Mann Junior School, is resigning effective June 6, 2012. Ms. Rabe's husband is being transferred to Austin, Texas.
11. **Michelle Sulak**, fifth-grade teacher at Bowie Elementary School, resigned effective February 3, 2012. Ms. Sulak resigned for medical reasons.