

**Official Agenda and Meeting Notice
of the Board of the
Beaumont Independent School District
in the VIA ZOOM**

Thursday, July 23, 2020

Regular Meeting

4:00 PM

The items on this agenda may be taken in any order.

As directed under the Texas Open Meetings Act, Texas Government Code, Chapter 551 (the "Act"), if during the course of the meeting covered by this Notice, the Board should determine that a closed session of the Board is required, then such closed session will be held by the Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the Board may conveniently meet in closed session concerning any and all purposes permitted by the Act.

4:00 PM - (CALL TO ORDER)

I. INTRODUCTION

- A. CLOSED SESSION (CLOSED TO PUBLIC) - BOARD WILL CONVENE IN CLOSED SESSION UNDER CHAPTER 551 OF THE TEXAS GOVERNMENT CODE, SECTIONS 551.071, 551.072, 551.073, 551.074, 551.076, 551.082, 551.0821, 551.083, 551.084 AND/OR 551.087, TO DELIBERATE ON THE FOLLOWING:
 - 1. LEGAL
 - a. Pending or contemplated litigation matters and status report
 - b. Matters on which the school district legal counsels duties to the school district under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act
 - c. Board Policies DGBA (Legal) and (Local), FNG (Legal) and (Local), GF (Legal) and (Local)
 - d. Discussion of TASB Policy DC (LOCAL)
 - e. Internal Auditor's Report
 - B. PERSONNEL
 - 1. Deliberation regarding appointment, employment, evaluation, reassignment, duties, proposed terminations, terminations and suspensions, proposed nonrenewals, renewals, and resignation/retirements, discipline, and/or dismissal of a public officer or employee, including the superintendent, and/or hear complaints and grievances against public officers or employees
 - C. REAL ESTATE
 - 1. Deliberation regarding the purchase, exchange, lease or value of real property
 - D. ECONOMIC DEVELOPMENT
 - 1. Deliberation regarding an offer of a financial or other incentive to a business prospect related to economic development negotiations

II. 6:00 p.m. - BOARD ROOM (REGULAR OPEN BOARD MEETING)

- A. INTRODUCTION OF REGULAR MEETING
 - 1. United States and Texas Flags Pledges of Allegiance
 - 2. Recognitions
- B. PUBLIC COMMENTS
- C. STUDENT OUTCOMES
 - 1. Superintendent's Report
- D. INFORMATION ITEMS
 - 1. Update on Personnel Activities
 - 2. Report for June 2020 Tax Collections
 - 3. Report for General Fund Revenue and Expenditures
 - 4. Report for Campus Activity Funds
- E. CONSENT AGENDA
 - 1. Minutes of June 18, 2020, Regular Board Meeting
 - 2. Ratify Commissioners' Court Action in Accepting Payment
- F. ACTION ITEMS



Board Exhibit Cover Sheet

Meeting Date: July 23, 2020

Agenda Item/Exhibit Number: **II.D.1**

Agenda Item Title: Update on Personnel Activities

Cabinet Level Presenter(s): Derwin Samuels, Executive Director of Human Resources

Additional Presenter(s): N/A

Executive Summary: Attached is a listing of newly hired and separated employees for June 2020

Recommendation: Informational Item Only

Budget Impact* (if applicable): N/A

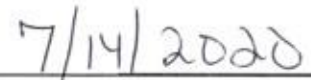
Funding Source (if applicable): N/A

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements): N/A

Policy Reference (if applicable, list policy/regulation): N/A

Legal Review (if necessary, list attorney and firm): N/A


Cabinet Level Presenter's Signature


Date

*CFO Signature (required if there is a budget impact)

Date

New Employee Assignment Report
Hiring Date Range: 06-01-20 through 06-30-2020

Campus/Department	Assignment	Employee Name	Start Date
SUMMER CHILD NUTRITION			
Summer Child Nutrition	Summer Food and Nutrition	Joyce Bennett	6/8/2020
Summer Child Nutrition	Summer Food and Nutrition	Trinia Harrison	6/8/2020
Summer Child Nutrition	Summer Food and Nutrition	Tabatha Roberson	6/8/2020
Summer Child Nutrition	Summer Food and Nutrition	Claudia Stewart	6/8/2020

Campus/Department	Assignment		Start Date
TEXTBOOKS			
Textbooks	Temporary Textbook Helper	Courtney Booker	6/17/2020
Textbooks	Temporary Textbook Helper	Marcus Douglas Jones	6/1/2020
Textbooks	Temporary Textbook Processor	Cameron Covington	6/24/2020
Textbooks	Temporary Textbook Processor	Emil Daniels	6/9/2020
Textbooks	Temporary Textbook Processor	Kelli Laday	6/1/2020

**EMPLOYEE SEPARATION
REPORT**

Separation Date Range: 06-01-2020 through 06-30-2020

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
ELEMENTARY SCHOOL				
Blanchette Elementary School	Counselor Elementary	6/4/2020	Bodah, Marilyn D	Retire
Charlton-Pollard Elementary - 130	Counselor Elementary	6/4/2020	Wilson, Kayla Elizabeth	Resign
Charlton-Pollard Elementary - 130	Teacher Elem School	6/30/2020	Rodriguez, Angel Jesus	Resign
Curtis Elementary School - 105	Principal	6/26/2020	Henley, Glenetta L	Retire
Guess Elementary School - 112	Assistant Principal	6/5/2020	Fulton, Victor Marcus	Resign
Guess Elementary School - 112	Secretary Principal	6/19/2020	Scott, Anna L	Retire
Homer Elementary School - 123	Coordinator Title I	6/25/2020	Ener, Ryan Michelle	Resign
Martin Elementary - 128	Coordinator Title I	6/4/2020	Horton, Tiffany Rochelle	Resign

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
MIDDLE SCHOOL				
King Middle School - 043	Coordinator Title I	6/4/2020	Ali, Ashanti Faheema	Resign
Smith Middle School - 042	Secretary Principal	6/19/2020	Payne, Nikki Eyette	Resign
Vincent Middle School - 048	Counselor Middle School	6/5/2020	Compton, Carla D	Resign

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
HIGH SCHOOL				
Beaumont United High School - 014	Clerk Bookkeeper	6/11/2020	Schexnayder, Vicky B	Resign
Beaumont United High School - 014	Clerk Registrar	6/26/2020	Prudhomme, Cheryl L	Retire
Beaumont United High School - 014	Teacher High School	6/19/2020	Flint, Abigail Rose	Resign
West Brook High School - 008	Clerk Registrar	6/26/2020	Castillo, Yetsenia	Resign
West Brook High School - 008	Counselor Ninth Grade Academy	6/12/2020	Tucker, Chloe C	Resign
West Brook High School - 008	Testing Coordinator High School	6/12/2020	Jordan, Kristie Carol	Resign

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
SPECIAL EDUCATION				
Special Education - 814	Diagnostician	6/5/2020	Granger, Anita Ashworth	Resign
Special Education - 814	Diagnostician	6/5/2020	Harris, Jennifer Belaire	Resign
Special Education - 814	Diagnostician	6/5/2020	Harris, Marley K	Resign
Special Education - 814	Diagnostician	6/5/2020	Tanner, Elizabeth	Resign
Special Education - 814	Senior Director Special Education	6/30/2020	Waltman-Diller, Tamara	Resign

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
CURRICULUM				
Curriculum - 801	Coordinator of Fine Arts	6/26/2020	Bryant, Ronnie W	Retire

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
CUSTODIAL SERVICES				
Custodial Services - 513	Custodian - 200 Days	6/25/2020	Lablue, Marilyn A	Retire

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
BILINGUAL ESL TITLE VI				
Bilingual ESL Title VI - 809	Director Title I Title VI	6/30/2020	Armstrong, Tracy	Resign

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
TRANSPORTATION				
Transportation Annex - 531	Transportation Route Supervisor	6/30/2020	Wajert, William R	Retire



Board Exhibit Cover Sheet

Meeting Date: July 23, 2020

Agenda Item/Exhibit Number: **II.D.2.**

Agenda Item Title: Report – Tax Collections

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: N/A

Recommendation: N/A

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):

Policy Reference (if applicable, list policy/regulation):

Legal Review (if necessary, list attorney and firm):

Cheryl Hernandez
Cabinet Level Presenter's Signature

7/13/2020
Date

*CFO Signature (required if there is a budget impact)

Date

General Counsel's Signature

Date

Tax Collection Report
June 30, 2020

	Taxes Collected			
	06/230/2020		6/30/19	
	M & O	I & S	M & O	I & S
Current	633,398.12	165,892.04	421,709.36	103,014.65
Delinquent	79,892.35	19,846.59	(61,356.65)	(14,474.21)
Penalties & Interest	124,631.05	31,944.45	92,887.59	22,727.48
Totals	837,921.52	217,683.08	453,240.30	111,267.92

	Current Taxes			Collected Percentage
	Tax Levy	Collections for 06/30/2020	YTD Current Collections	
	136,587,493.41	799,290.16	133,660,679.79	97.86%

Two Year Comparison	
Current Year as of 06/30/2020	Prior Year as of 06/30/2019
97.86%	98.57%

AGENDA:
July 23, 2020



Board Exhibit Cover Sheet

Meeting Date: July 23, 2020

Agenda Item/Exhibit Number: **II.D.3.**

Agenda Item Title: Report – General Fund Summary

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: N/A

Recommendation: N/A

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):

Policy Reference (if applicable, list policy/regulation):

Legal Review (if necessary, list attorney and firm):

Cheryl Hernandez
Cabinet Level Presenter's Signature

7/13/2020
Date

*CFO Signature (required if there is a budget impact)

Date

General Counsel's Signature

Date

BEAUMONT INDEPENDENT SCHOOL DISTRICT
GENERAL FUND
 Budget vs. Expenditures
 June 30, 2020

	Amended Budget	Month To Date	Year to Date Transactions	Outstanding Encumbrances	Balances
REVENUES					
Property Tax Collection (including delinquencies)	105,133,145	-	104,154,000	-	979,145
Sources of Misc Income (Foreign Trade Zone, Athletics...)	22,964,627	24,057	23,625,271	-	-660,644
State Program Revenues	51,376,898	524,186	48,417,023	-	2,959,875
Federal Program Revenues	3,655,285	-	2,985,940	-	669,345
Other Financing Sources	2,369,308	88	2,408,862	-	(39,554)
Total Revenues	185,499,263	548,331	181,591,096	-	3,947,722
EXPENDITURES					
11 Classroom	89,031,934	1,600,016	81,842,291	178	7,189,465
12 Library	1,847,527	24,744	1,361,963	-	485,564
13 Staff Development	656,508	15,983	300,702	2,176	353,630
21 Asst Sups, Directors, Supervisors, Curriculum Coordinato	3,919,317	292,229	3,532,084	1,025	386,208
23 Principal, Asst. Principals, Office Clerical	11,168,782	537,913	9,475,963	4,400	1,688,419
31 Counselors	5,668,766	233,284	5,263,630	1,556	403,580
32 Social Workers	394,368	23,582	253,992	-	140,376
33 Nurses	2,075,760	20,856	1,982,277	-	93,483
34 Transportation	6,715,673	368,664	6,143,590	190	571,893
36 After School Activites	5,708,351	525,073	5,184,070	19,293	504,988
41 Administration	7,607,223	546,119	6,161,983	401	1,444,839
51 Maintenance and Utilites	43,752,969	1,997,360	37,767,135	-	5,985,834
52 Police and Monitoring Services	3,409,062	388,718	3,397,709	57	11,296
53 Data Processing Personnel	3,880,479	343,655	2,705,657	143	1,174,679
61 Parent involmnet Liaisons, Day Car Workers	160,581	9,388	83,140	-	77,441
71 Debt Service	1,114,965	-	1,114,964	-	1
81 Facilities Acquisition & Construction	3,826,301	64,776	2,447,420	-	1,378,881
93 Fiscal Agent - Shared Service for Deaf Program	347,300	173,494	346,988	-	312
95 Juvenile Justice Alternative Ed Program	150,000	-	150,000	-	0
99 Tax Appraisal & Collections	1,500,000	339,920	1,353,463	-	146,537
Total Expenditures	192,935,866	7,505,774	170,869,021	29,419	22,037,426
Net increase (decrease)	(7,436,603)		10,722,075		



Board Exhibit Cover Sheet

Meeting Date: July 23, 2020

Agenda Item/Exhibit Number: **II.D.4.**

Agenda Item Title: Report – Campus Activity Funds and Donations

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: N/A

Recommendation: N/A

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):

Policy Reference (if applicable, list policy/regulation):

Legal Review (if necessary, list attorney and firm):

Cheryl Hernandez
Cabinet Level Presenter's Signature

7/13/2020
Date

*CFO Signature (required if there is a budget impact)

Date

General Counsel's Signature

Date

**CAMPUS ACTIVITY FUND
EXPLANATION OF AMENDMENTS
JUNE 2020**

West Brook High School	\$ 82,507.00
Explanation: Car Registrations, Lost Books, Commissions/Vending Machines, Program Ads, Yearbooks, Donation	
Beaumont United High School	\$ 21,419.00
Explanation: Football Ads, Commissions/Vending Machines, Donation	
Smith Middle School	\$ 3,260.00
Explanation: Commissions/Vending Machines, Donation	
King Middle School	\$ 6,411.00
Explanation: Fundraiser, Donation	
South Park Middle School	\$ 833.00
Explanation: Fundraiser, Cell Phone Fines, Donation	
Marshall Middle School	\$ 21,142.00
Explanation: Gym Suits, Gym Locks, LED Sign Sales, Commissions/Vending Machines, Donation	
Odom Academy	\$ 19,756.00
Explanation: Dormant Account Transfers, Donation	
Vincent Middle School	\$ 17,826.00
Explanation: Gym Suits, Student IDs, Agenda Books, Cell Phone Fines, Donation	
Amelia Elementary	\$ 5,595.00
Explanation: Library Fines/Lost Books, Donation	
Caldwood Elementary	\$ 6,895.00
Explanation: Library Fines/Lost Books, Donation	
Curtis Elementary	\$ 12,788.00
Explanation: Library Fines/Lost Books, Fundraiser, Donation	
Fletcher Elementary	\$ 15,865.00
Explanation: Commissions/Vending Machines, Library Fines/Lost Book, Donation	
Guess Elementary	\$ 9,299.00
Explanation: Book Fair, Donation	
Regina Howell Elementary	\$ 9,235.00
Explanation: Commissions/Vending Machines, Donation	
Homer Drive Elementary	\$ 1,892.00
Explanation: Commissions/Vending Machines, Library Fines/Lost books, Donation	
Pietzsch Elementary	\$ 11,246.00
Explanation: Fundraiser, Book Fair	
Dishman Elementary	\$ 7,628.00
Explanation: Commissions/Vending Machines, Book Fair	
Blanchette Elementary	\$ 5,069.00
Explanation: Library Fines/Lost Books, Commissions/Vending Machines	
Martin Elementary	\$ 1,577.00
Explanation: Fundraiser	

**CAMPUS ACTIVITY FUND
EXPLANATION OF AMENDMENTS, CONTINUED
JUNE 2020**

Jones-Clark Elementary	\$ 1,399.00
Explanation: Basketball Game, Donation	
Charlton-Pollard Elementary	\$ 1,832.00
Explanation: Library Fines/Lost Books, Basketball Game, Donation	
Fehl Price Elementary	\$ -
Explanation:	
Bingman Pre-K Center	\$ -
Explanation:	
Lucas Pre-K Center	\$ 530.00
Explanation: Donation	
Pathways Learning Center	\$ 606.00
Explanation: Cell Phones Fines	
Taylor Career Center	\$ 3,195.00
Explanation: Commissions/Vending Machines	
Brown Center	\$ 176.00
Explanation: Donation	
Transportation Dept	\$ 821.00
Explanation: Commissions/Vending Machines	
Maintenance Dept	\$ -
Explanation:	
Administration/Annex Building	\$ 397.00
Explanation: Commissions/Vending Machines	
Police Dept.	\$ 42.00
Explanation:	
Early College H.S.	\$ 4,994.00
Explanation: Car Registrations, Textbooks, Donation	

**CAMPUS ACTIVITY FUNDS
BUDGET CHANGE REPORT - JUNE 2020**

		<u>Original Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Revenues</u>				
Local Revenue - Other Sources	461.00.5749.00	436,894	274,235	711,129
<u>Expenditures</u>				
	<u>School Leadership</u>			
West Brook High School	461.XX.6499.00.008.00.000	176,691	82,507	259,198
Beaumont United High School	461.XX.6499.00.014.00.000	17,496	21,419	38,915
Smith Middle School	461.XX.6499.00.042.00.000	6,143	3,260	9,403
King Middle School	461.XX.6499.00.043.00.000	8,679	6,411	15,090
South Park Middle School	461.XX.6499.00.045.00.000	27,270	833	28,103
Marshall Middle School	461.XX.6499.00.046.00.000	48,315	21,142	69,457
Odom Academy	461.XX.6499.00.047.00.000	33,409	19,756	53,165
Vincent Middle School	461.XX.6499.00.048.00.000	14,440	17,826	32,266
Amelia Elementary	461.XX.6499.00.101.00.000	4,918	5,595	10,513
Caldwood Elementary	461.XX.6499.00.104.00.000	9,539	6,895	16,434
Curtis Elementary	461.XX.6499.00.105.00.000	11,393	12,788	24,181
Fletcher Elementary	461.XX.6499.00.110.00.000	8,091	15,865	23,956
Guess Elementary	461.XX.6499.00.112.00.000	7,683	9,299	16,982
Regina Howell Elementary	461.XX.6499.00.118.00.000	21,588	9,235	30,823
Homer Drive Elementary	461.XX.6499.00.123.00.000	5,577	1,892	7,469
Pietzsch Elementary	461.XX.6499.00.125.00.000	648	11,246	11,894
Dishman Elementary	461.XX.6499.00.126.00.000	3,004	7,628	10,632
Blanchette Elementary	461.XX.6499.00.127.00.000	1,129	5,069	6,198
Martin Elementary	461.XX.6499.00.128.00.000	4,213	1,577	5,790
Jones-Clark Elementary	461.XX.6499.00.129.00.000	6,556	1,399	7,955
Charlton-Pollard Elementary	461.XX.6499.00.130.00.000	1,805	1,832	3,637
Fehl Price Elementary	461.XX.6499.00.131.00.000	2,853	-	2,853
Bingman Pre-K Center	461.XX.6499.00.132.00.000	1,378	-	1,378
Lucas Pre-K Center	461.XX.6499.00.133.00.000	1,621	530	2,151
Other Locations		16	-	16
Pathways Learning Center	461.XX.6499.00.006.00.000	-	606	606
Taylor Career Center	461.XX.6499.00.009.00.000	4,443	3,195	7,638
Brown Center	461.XX.6499.00.012.00.000	325	176	501
Transportation Dept	461.XX.6499.00.811.00.000	144	821	965
Maintenance Dept	461.XX.6499.00.819.00.000	713	-	713
Administration/Annex Building	461.XX.6499.00.842.00.000	2,405	397	2,802
Police Dept.	461.XX.6499.00.850.00.000	-	42	42
Early College H.S.	461.XX.6499.00.013.00.000	4,409	4,994	9,403
	Total Expenditures	436,894	274,235	711,129
BUDGET CHANGE				
	Total Revenues	436,894	274,235	711,129
	Total Expenditures	<u>(436,894)</u>	<u>(274,235)</u>	<u>(711,129)</u>
	Adjusted Surplus	-	-	-

DONATION REPORT - JUNE 2020

MONETARY DONATIONS

<u>Donor Name/Organization</u>	<u>Recipient</u>	<u>Account Number</u>	<u>Amount Given</u>
Carroll L. Johns	Homer Drive Elementary - General Student	461.00.5749.00.123.00.C86	500
Daniel Nelson	Homer Drive Elementary - General Campus	461.00.5749.00.123.00.C86	200
Dick's Sporting Goods Foundation	Vincent Middle School - Grant for Sports Program	485.00.5749.00.048.00.DSG	1,000
Greater Houston Community Foundation	Early College High School - General Campus	461.00.5749.00.013.00.C86	252

Total Amount Donated	1,952
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DONATION REPORT - JUNE 2020

RECORD OF DONATED ITEMS

Donor Name/Organization

SAF Club

Description of Items

Estimated Value

No activity for the month.



Board Exhibit Cover Sheet

Meeting Date: July 23, 2020

Agenda Item/Exhibit Number: **II.E.2.**

Agenda Item Title: Ratify Commissioners' Court Action in Accepting Payment

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: The Commissioners' Court met on June 30, 2020 and approved the waiver of penalty and interest on the following accounts:

Mensacapital Properties LLC	016045-000/001600-00000	\$153.15
Mensacapital Properties LLC	016045-000/001700-00000	\$153.15
Stephanie Ann Ross	059060-000/002700-00000	\$307.18

Recommendation: Ratify Commissioners' Court action in accepting payment

Budget Impact* (if applicable):

Funding Source (if applicable):

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):

Policy Reference (if applicable, list policy/regulation):

Legal Review (if necessary, list attorney and firm):



Cabinet Level Presenter's Signature



Date

*CFO Signature (required if there is a budget impact)

Date

General Counsel's Signature

Date

ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR



Terry Wuenschel
CHIEF DEPUTY

July 7, 2020

Ms. Cheryl Hernandez
Chief Financial Officer
Beaumont ISD
3395 Harrison
Beaumont, TX 77706

Dear Ms. Hernandez:

The tax office has billed the correct owners of this property according to Sec. 33.011 of the *State Property Tax Code*. For your information, Sec. 33.011 reads as follows: "The governing body of a taxing unit may provide for the waiver of penalties and interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit caused the taxpayer's failure to pay the tax before the delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of the delinquency."

<u>TAXPAYER'S NAME</u> <u>Account Number</u>	<u>TOTAL LEVY</u> <u>Paid</u>	<u>WAIVER OF P&I</u> <u>Requested</u>
Mensacapital Properties LLC 016045-000/001600-00000	\$1,178.02	<u>\$153.15</u>
Mensacapital Properties LLC 016045-000/001700-00000	\$1,178.02	<u>\$153.15</u>

The Commissioners' Court met on June 30, 2020 and approved waiver of penalty and interest on the accounts listed above. I am now requesting that you present this information to your governing body in order to ratify the Commissioners' Court action in accepting this payment. If you should have any problems or questions concerning this matter, please let me know right away. Please notify me in writing as soon as ratification has occurred. I look forward to hearing from you.

Sincerely,

Allison Nathan Getz
Assessor-Collector of Taxes
Jefferson County, Texas

ANG:ce

Attachments

waive p&i letter

JEFFERSON COUNTY COURTHOUSE • P.O. BOX 2112 • BEAUMONT, TEXAS 77704-2112
PHONE: (409) 835-8516 • FAX: (409) 835-8589

June 30, 2020

17. Consider and possibly appoint members to the Jefferson County Housing Finance Corporation Board of Directors: Judge Jeff R. Branick- appointment - Commissioner Eddie Arnold , appointment - Mr. Vernon Pierce , _____ Commissioner Brent A. Weaver appointment _____, Commissioner Michael S. Sinegal, appointment _____, and Commissioner Everette D. Alfred, appointment _____.

Action: TABLED

18. Consider, possibly approve, receive and file Compiled Financial Statement of Jefferson County Emergency Services District No. 1 for 2018-2019 pursuant to Sec.775.082 (b), Texas Health & Safety Code.

SEE ATTACHMENTS ON PAGES 109 - 128

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY TAX ASSESSOR-COLLECTOR:

19. Consider and possibly approve waiver of penalty and interest on four (4) accounts pursuant to Sec. 33.011 of the State Property Tax Code.

SEE ATTACHMENTS ON PAGES 129 - 137

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY TREASURER:

20. Receive and File Investment Schedule for May, 2020, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 138 - 140

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

ACCT # NAME	YEAR	ENTITIES	LEVY	P&I THRU PMT DATE	LETTERS APPR	AMT OF WAIVER
016045-000/001600-00000 MENSACAPITAL PROPERTI	2018	1	\$180.39	\$23.45		\$23.45
		4	\$639.58	\$83.15		\$83.15
		21	\$350.92	\$45.62		\$45.62
		41	\$56.68	\$7.37		\$7.37
		49	\$109.03	\$14.17		\$14.17
		55	\$45.50	\$5.92		\$5.92
TOTAL			\$1,382.10	\$179.68		\$179.68
016045-000/001600-00000 MENSACAPITAL PROPERTI	2019	1	\$160.55	\$20.87		\$20.87
		4	\$538.44	\$70.00		\$70.00
		21	\$312.31	\$40.60		\$40.60
		41	\$50.44	\$6.56		\$6.56
		49	\$97.03	\$12.61		\$12.61
		55	\$40.50	\$5.27		\$5.27
TOTAL			\$1,199.27	\$155.91		\$155.91
TOTAL			#VALUE!	#VALUE!		#VALUE!

**ATTACHMENT A
WAIVER OF P & I BISD**

TAXPAYER'S NAME ACCOUNT NUMBER	TOTAL LEVY PAID	WAIVER OF P & I REQUESTED
Mensacapital Properties LLC 016045-000/001600-00000	1178.02	153.15
TOTAL	<u>1178.02</u>	<u>153.15</u>

ACCT # NAME	YEAR	ENTITIES	LEVY	P&I THRU PMT DATE	LETTERS APPR	AMT OF WAIVER
016045-000/001700-00000 MENSACAPITAL PROPERTI	2018	1	\$180.39	\$23.45		\$23.45
		4	\$639.58	\$83.15		\$83.15
		21	\$350.92	\$45.62		\$45.62
		41	\$56.68	\$7.37		\$7.37
		49	\$109.03	\$14.17		\$14.17
		55	\$45.50	\$5.92		\$5.92
TOTAL			\$1,382.10	\$179.68		\$179.68
016045-000/001700-00000 MENSACAPITAL PROPERTI	2019	1	\$160.55	\$20.87		\$20.87
		4	\$538.44	\$70.00		\$70.00
		21	\$312.31	\$40.60		\$40.60
		41	\$50.44	\$6.56		\$6.56
		49	\$97.03	\$12.61		\$12.61
		55	\$40.50	\$5.27		\$5.27
TOTAL			\$1,199.27	\$155.91		\$155.91
TOTAL			#VALUE!	#VALUE!		#VALUE!

**ATTACHMENT A
WAIVER OF P & I BISD**

TAXPAYER'S NAME ACCOUNT NUMBER	TOTAL LEVY PAID	WAIVER OF P & I REQUESTED
Mensacapital Properties LLC 016045-000/001700-00000	1178.02	153.15
TOTAL	<u>1178.02</u>	<u>153.15</u>

ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR



Terry Wuenschel
CHIEF DEPUTY

July 7, 2020

Ms. Cheryl Hernandez
Chief Financial Officer
Beaumont ISD
3395 Harrison
Beaumont, TX 77706

Dear Ms. Hernandez:

The tax office has applied the tax payment from the correct owner to this account according to Sec. 33.011 of the *State Property Tax Code*. For your information, Sec. 33.011 reads as follows: "The governing body of a taxing unit may provide for the waiver of penalties and interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit caused the taxpayer's failure to pay the tax before the delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of the delinquency."

<u>TAXPAYER'S NAME</u> <u>Account Number</u>	<u>TOTAL LEVY</u> <u>Paid</u>	<u>WAIVER OF P&I</u> <u>Requested</u>
Stephanie Ann Ross 059060-000/002700-00000	\$3,413.14	<u>\$307.18</u>

The Commissioners' Court met on June 30, 2020 and approved waiver of penalty and interest on the account listed above. I am now requesting that you present this information to your governing body in order to ratify the Commissioners' Court action in accepting this payment. If you should have any problems or questions concerning this matter, please let me know right away. Please notify me in writing as soon as ratification has occurred. I look forward to hearing from you.

Sincerely,

Allison Nathan Getz
Assessor-Collector of Taxes
Jefferson County, Texas

ANG:ce

Attachments

waive p&i letter

June 30, 2020

17. Consider and possibly appoint members to the Jefferson County Housing Finance Corporation Board of Directors: Judge Jeff R. Branick- appointment - Commissioner Eddie Arnold , appointment - Mr. Vernon Pierce , _____ Commissioner Brent A. Weaver appointment _____, Commissioner Michael S. Sinegal, appointment _____, and Commissioner Everette D. Alfred, appointment _____.

Action: TABLED

18. Consider, possibly approve, receive and file Compiled Financial Statement of Jefferson County Emergency Services District No. 1 for 2018-2019 pursuant to Sec.775.082 (b), Texas Health & Safety Code.

SEE ATTACHMENTS ON PAGES 109 - 128

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY TAX ASSESSOR-COLLECTOR:

19. Consider and possibly approve waiver of penalty and interest on four (4) accounts pursuant to Sec. 33.011 of the State Property Tax Code.

SEE ATTACHMENTS ON PAGES 129 - 137

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY TREASURER:

20. Receive and File Investment Schedule for May, 2020, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 138 - 140

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

ACCT # NAME	YEAR	ENTITIES	LEVY	P&I THRU PMT DATE	LETTERS APPR	AMT OF WAIVER
059060-000/002700-00000 ROSS STEPHANIE ANN BULKLEY JOHN	2019	1	\$887.16	\$79.84		\$79.84
		4	\$3,413.14	\$307.18		\$307.18
		21	\$2,157.26	\$194.15		\$194.15
		41	\$278.74	\$25.09		\$25.09
		49	\$536.19	\$48.26		\$48.26
		55	\$223.79	\$20.14		\$20.14
TOTAL			\$7,496.28	\$674.66		\$674.66
TOTAL						
TOTAL			#VALUE!	#VALUE!		#VALUE!

**ATTACHMENT A
WAIVER OF P & I BISD**

TAXPAYER'S NAME ACCOUNT NUMBER	TOTAL LEVY PAID	WAIVER OF P & I REQUESTED
Stephanie Ann Ross 059060-000/002700-00000	3413.14	307.18
TOTAL	<u>3413.14</u>	<u>307.18</u>



Board Exhibit Cover Sheet

Meeting Date: July 23, 2020

Agenda Item/Exhibit Number: **II.F.2.**

Agenda Item Title: Approve Budget Amendments

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary:

Recommendation: Approve budget amendment GF-1 and accept amendment SR-1, SR-2 and SR-3.

Budget Impact* (if applicable):

Funding Source (if applicable):

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):

Policy Reference (if applicable, list policy/regulation):

Legal Review (if necessary, list attorney and firm):

Handwritten signature of Cheryl Hernandez over a horizontal line, with the text 'Cabinet Level Presenter's Signature' below.

Handwritten date '7/13/2020' over a horizontal line, with the text 'Date' below.

*CFO Signature (required if there is a budget impact)

Horizontal line with the text 'Date' below.

Horizontal line with the text 'General Counsel's Signature' below.

Horizontal line with the text 'Date' below.

Explanations of July Budget Amendments

General Fund GF-1

- Increase Maintenance budget \$1,379,574 for purchase orders carried forward from FY 19-20 for items not yet received or services performed on projects in progress.

Special Revenue SR-1

- Fund 258 – Charter School High Quality Replication Grant purchasing robotics for both campuses and purchasing NWEA Assessments for both campuses.

Special Revenue SR-2

- Fund 211 - Region 5 Dyslexia Requirement training for new teachers learning to recognizing dyslexia .

Special Revenue SR-3

- Fund 205 - Bingman Headstart replacement of playground equipment for students.

2020-2021 BUDGET AMENDMENT NUMBER GF- 1

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Expenditures</u>			
199.81.6629.07.819.99.000	-	10,810	10,810
199.81.6629.80.819.99.608	383,700	20,019	403,719
199.51.6631.09.819.99.000	-	88,240	88,240
199.51.6299.09.819.99.000	1,172,647	1,260,505	2,433,152
 Total Expenditures		<u>1,379,574</u>	
 Net Change in the General Fund Budget		<u>(1,379,574)</u>	

2020-2021 BUDGET CHANGE

Total Revenues/Other Sources	170,631,485		170,631,485
Total Expenditures	<u>170,631,485</u>	<u>1,379,574</u>	<u>172,011,059</u>
 2020-2021 Adjusted	-	(1,379,574)	(1,379,574)

2020-2021 BUDGET AMENDMENT NUMBER SR -1

2020-21 Charter School High- Quality Replication

		<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Expenditures</u>	<u>Instruction</u>			
	258.11.6395.00.042.30.000	177,001	5,000	182,001
	258.11.6399.00.042.30.000	4,600	13,000	17,600
	258.11.6399.00.129.30.000	-	10,300	10,300
	258.11.6395.00.129.30.000	426,190	6,650	
	<u>Instructional Administration</u>			
	258.21.6299.00.042.30.000	523,399	(18,000)	505,399
	258.21.6299.00.129.30.000	262,810	(16,950)	245,860
			-	-
	Total Expenditures		<u>-</u>	
			<u>-</u>	
<hr/>				
2020-2021 BUDGET CHANGE				
	Total Revenues/Other Sources	1,800,000	-	1,800,000
	Total Expenditures	1,800,000	<u>-</u>	<u>1,800,000</u>
	2020-2021 Adjusted	-	-	-

2020-2021 BUDGET AMENDMENT NUMBER SR - 2

2019-20 TITILE I Part A

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Expenditures</u>			
<u>Instruction</u>			
211.11.6126.00.123.30.000	14,600	(1,400)	13,200
			-
<u>Curriculum Development & Instruction</u>			
211.13.6411.00.123.30.000	-	1,400	1,400
			-
			-
 Total Expenditures		<u>-</u>	
		<u>-</u>	
<hr/>			
2020-2021 BUDGET CHANGE			
Total Revenues/Other Sources	8,676,801	-	8,676,801
Total Expenditures	<u>8,676,801</u>	<u>-</u>	<u>8,676,801</u>
 2020-2021 Adjusted	-	-	-

2020-2021 BUDGET AMENDMENT NUMBER SR - 3

2019-20 HEADSTART

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Expenditures</u>			
<u>Instruction</u>			
205.11.6494.00.132.32.000	365,633	(125,000)	240,633
			-
<u>Plant Maintenance & Operations</u>			
205.51.6639.00.132.32.000	81,500	125,000	206,500
			-
			-
 Total Expenditures		<u>-</u>	
		<u>-</u>	
<hr/>			
2020-2021 BUDGET CHANGE			
Total Revenues/Other Sources	3,292,567	-	3,292,567
Total Expenditures	<u>3,292,567</u>	<u>-</u>	<u>3,292,567</u>
 2020-2021 Adjusted	-	-	-



Board Exhibit Cover Sheet

Meeting Date: July 23, 2020

Agenda Item/Exhibit Number: **II.F.3.**

Agenda Item Title: Approve Purchases over \$50,000

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Tony Aguilar, Tiffany Eckenrod, Jenny Angelo, and Anita Frank

Executive Summary: The attached list reflects the purchases over \$50,000.

Recommendation: Approve purchases in the amounts shown on attached list.

Budget Impact* (if applicable): General Fund - \$ 339,235.00
Federal Fund - \$ 136,116.96
Child Nutrition Fund - \$ 5,991,011.00

Funding Source (if applicable): General Fund, Federal Fund, and Child Nutrition Fund

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements): Ch. 44.031

Policy Reference (if applicable, list policy/regulation): CH (LOCAL)

Legal Review (if necessary, list attorney and firm):



Cabinet Level Presenter's Signature



Date

*CFO Signature (required if there is a budget impact)

Date

General Counsel's Signature

Date



General Fund

Vendor	Department	Description/Justification of Purchase	Contract #	Cost
Carter & Co.	Maintenance	This purchase is to repave a portion of the West Brook HS driveway.	Region V #20200301	\$71,340.00
Associated Mechanical	Maintenance	This purchase is for a new chiller at Pietzch-MacArthur Elementary.	Region V #20190504	\$ 148,000.00
College Board	Curriculum	This purchase is for PSAT/SAT testing for 8-12 grade students	Sole Source	\$119,895.00
Total Cost				\$ 339,235.00

Federal Fund

Vendor	Department	Description/Justification of Purchase	Contract #	Cost
BYO Recreation	Bingman Headstart	This purchase is for 4 new ADA compliant playground sets at Bingman Headstart	TIPS #180803	\$ 136,116.96
Total Cost				\$ 136,116.96

Child Nutrition Fund

Vendor	Department	Description/Justification of Purchase	Contract #	Cost
Kommerical Kitchens	Child Nutrition	This purchase is to remove and replace existing kitchen temperature monitoring systems around the district.	Region V #20190707	\$ 94,125.00
Gordon Food Service	Child Nutrition	Food purchases for the 2020-2021 school year	SPA #04-2019 Grocery	\$ 4,100,000.00
Gordon Food Service	Child Nutrition	Non-food purchases for the 2020-2021 school year	SPA #04-2019 Grocery	\$ 480,000.00
Borden Dairy Company	Child Nutrition	Milk purchases for the 2020-2021 school year	SPA #03-2019 Dairy	\$ 924,000.00
Hardie's Fresh Foods	Child Nutrition	Fresh produce purchases for the 2020-2021 school year.	SPA #07-2019 Produce	\$392,886.00
Total Cost				\$ 5,991,011.00

QUOTE ANALYSIS FORM

Form version 7.23.2019



INSTRUCTIONS FOR COMPLETION:

- 1) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
- 2) All awards should be made to the vendor whose proposal offers the "best value" to Beaumont ISD.
- 3) Awards based on "best value" may consider various factors, including but not limited to:
 - (a) Price / Total Cost of Ownership, (b) Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet District Needs, (f) Client References, (g) Past Experience with Beaumont ISD, and/or (h) any other relevant factor that ensures best value to the District.
- 4) Upon consideration of all factors, if all quotes meet District needs, the award should be made to the lowest bidder.

Quote Analysis Summary	
All awards should be made based on "Best Value" to the District. Please write a short summary below of why the vendor was chosen or denied.	
Vendor Name: Carter & Co.	Quote Total: \$ 71,340.00
Summary: Quote include demo and repair to the sinking West Brook driveway	
Vendor Name: Marsh Waterproofing	Quote Total: \$ 77,504.00
Summary: Quote include demo and repair to the sinking West Brook driveway	
Vendor Name: SpawGlass	Quote Total: \$ 162,635.42
Summary: Quote include demo and repair to the sinking West Brook driveway	

Vendor Selected: Carter & Co.

Selection Justification: Carter & Co. is able to provide the services needed at the most competitive price and have done good work for the district on previous projects.

Name of Person Completing this Form: Tony Aguilar, Jr

Signature: 

NOTE: THE COMPLETED & SIGNED TABULATION FORM AND COPIES OF ALL QUOTES MUST BE ATTACHED TO THE REQUISITION.



May 11th, 2020

Beaumont Independent School District

Property – Westbrook

Attention: Tony Aguilar / Cell - 409-617-5652

Attention: Bryan Jansen / Cell – 409-617-5657

taquila@bmtisd.com

tklock@bmtisd.com

bjansen@bmtisd.com

Quotation For: Concrete Driveway Repair

**We are Pleased to submit our proposal utilizing our SETX purchasing COOP
Contract #20200301**

Scope Of Work:

- **Demo Existing Partial Drive W/Curb – 28'x200'**
- **Prep & Repour 28'x200' Drive (5000 PSI)**
- **Prep & Repour 200' Of Curb (5000 PSI)**
- **Prep & Repour (28) Flat Concrete Bumpers (5000 PSI)**
- **Re-Paint Affected Area Of Curb**
- **Hauling & Disposal Of Old Concrete**

Total Labor & Materials: \$71,340.00

Notes:

- ❖ **Excludes Damages & Repairs To Underground Systems**

Thank you for allowing us to bid on your project. In addition to the manufacturer's guarantee on the products we offer, our workmanship carries a one-year warranty. To view some of our other products and services please visit our web site at www.carterandcompanytx.com

3740 West Lucas

Beaumont, TX 77706

(409)899-5740

QUOTE ANALYSIS FORM

Form version 7.23.2019



INSTRUCTIONS FOR COMPLETION:

- 1) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
- 2) All awards should be made to the vendor whose proposal offers the "best value" to Beaumont ISD.
- 3) Awards based on "best value" may consider various factors, including but not limited to:
 - (a) Price / Total Cost of Ownership, (b) Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet District Needs, (f) Client References, (g) Past Experience with Beaumont ISD, and/or (h) any other relevant factor that ensures best value to the District.
- 4) Upon consideration of all factors, if all quotes meet District needs, the award should be made to the lowest bidder.

Quote Analysis Summary

All awards should be made based on "Best Value" to the District. Please write a short summary below of why the vendor was chosen or denied.

Vendor Name:	Associated Mechanical Services, Inc.	Quote Total: \$ 148,000.00
Summary:	Demo and replace dilapidated 1998 model chiller at Pietzsch MacArthur.	
Vendor Name:	A/W Mechanical Services, LP	Quote Total: \$ 211,000.00
Summary:	Demo and replace dilapidated 1998 model chiller at Pietzsch MacArthur.	
Vendor Name:	Hunton Services	Quote Total: \$ 216,459.00
Summary:	Demo and replace dilapidated 1998 model chiller at Pietzsch MacArthur.	

Vendor Selected: Associated Mechanical Services, Inc.

Selection Justification: Associated Mechanical Services, Inc is able to provide the services needed at the most competitive price and have done good work for the district on previous projects.

Name of Person Completing this Form: Tony Aguilar, Jr

Signature: 

NOTE: THE COMPLETED & SIGNED TABULATION FORM AND COPIES OF ALL QUOTES MUST BE ATTACHED TO THE REQUISITION.



March 24, 2020

Beaumont ISD
3395 Harrison
Beaumont, Texas 77706

Region 5# 20190504

Attn: Mark McClelland

Re: Pietzsch MacArthur – Chiller Replacement

Dear Mark,
Associated Mechanical Services, Inc. is pleased to quote the following,

- A. Provide labor and materials to replace (1) existing Trane 300Ton chiller with new chiller.

\$148,000.00

Thanks for the opportunity to work with you on this project. If you should have any questions please feel free to contact me at any time.

Sincerely,

John P. Weber
President
Operations Manager

Houston • Austin • Nederland

P.O. Box 1818 • NEDERLAND, TEXAS 77627-1818 • OFFICE: (409) 721-5050 • FAX: (409) 721-5055
Regulated by the Texas Department of Licensing and Regulation • P.O. Box 12157 • Austin, TX 78711 • (800) 803-9202

QUOTE ANALYSIS FORM

Form version 7.23.2019



INSTRUCTIONS FOR COMPLETION:

- 1) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
- 2) All awards should be made to the vendor whose proposal offers the "best value" to Beaumont ISD.
- 3) Awards based on "best value" may consider various factors, including but not limited to:
 - (a) Price / Total Cost of Ownership, (b) Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet District Needs, (f) Client References, (g) Past Experience with Beaumont ISD, and/or (h) any other relevant factor that ensures best value to the District.
- 4) Upon consideration of all factors, if all quotes meet District needs, the award should be made to the lowest bidder.

Quote Analysis Summary

All awards should be made based on "Best Value" to the District. Please write a short summary below of each the vendor was chosen or denied.

Vendor Name:	BYO Playground	Quote Total:	\$136,116.96	Prior purchases with vendor
Summary:	Four unique playareas - removal of existing equipment; installation of new equipment; will complete by Aug 31st.			
Vendor Name:	Hunter Knepschild of Tx	Quote Total:	\$112,025.99	Prior purchases with vendor
Summary:	Four unique playareas - installation of new only; never updated quote to include removal of old equipment.			
Vendor Name:	Kompan Playgrounds	Quote Total:	\$139,961.11	New vendor
Summary:	Four unique designed playareas - removal and installation of new equipment			
Great design; many components to each area to provide for student engagement and growth. Guaranteed completion by the Aug. 31st deadline.				
Vendor Selected:	BYO Playground			
Selection Justification:	BYO provided the lowest bid; guaranteed completion. Both equipment companies provided options for durable structures that provides creativity, social interactions; physical play. This was a hard decision; we went with the lowest more traditional bid.			
Name of Person Completing this Form:	Carolyn Little	Signature:	<i>Carolyn Little</i>	
NOTE: THE COMPLETED & SIGNED TABULATION FORM AND COPIES OF ALL QUOTES MUST BE ATTACHED TO THE REQUISITION.				



**BEYOND
YOUR
ORDINARY**

	Item	Price
--	------	-------

	Playground Equipment	
---	-----------------------------	--

NPC	Playground Installation	
------------	--------------------------------	--

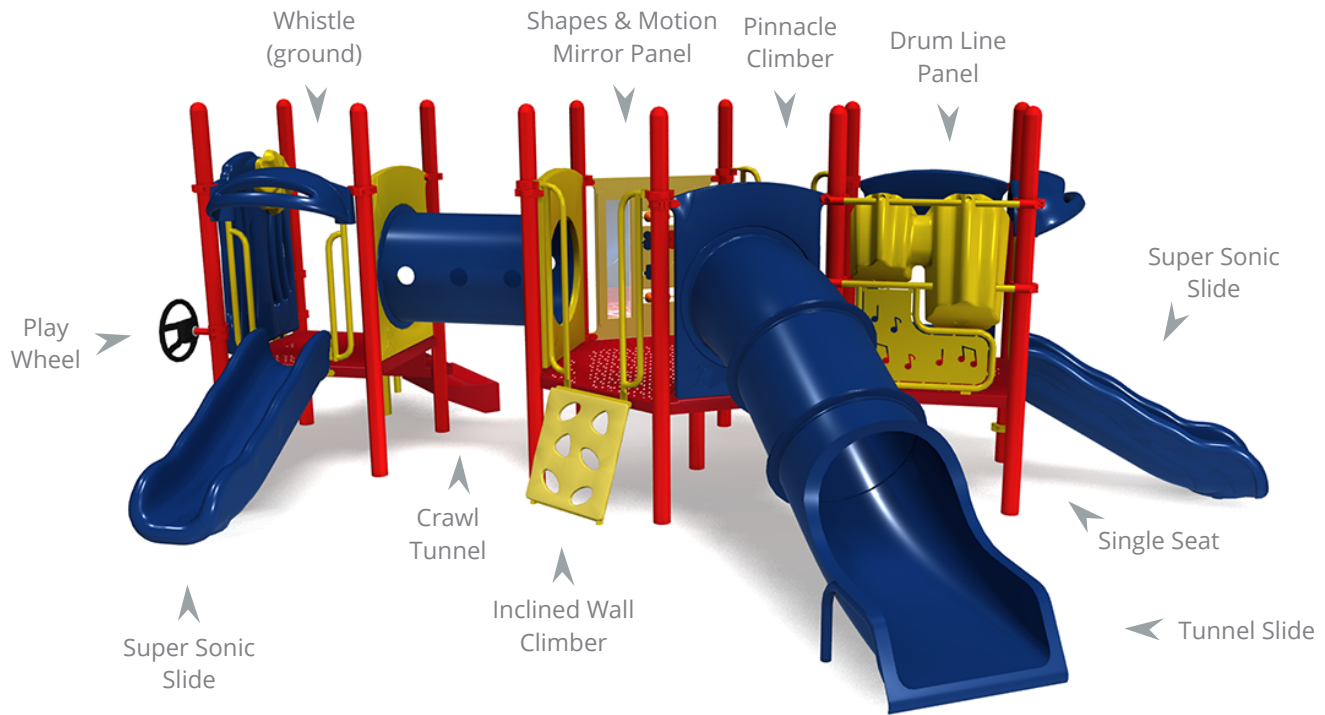
TURNKEY TOTAL

Contact

Leaps and Bounds (5092-PP)



Ages: 2-5 | Use Zone: 32' x 29' | Capacity: 25-30 Children | Fall Height: 2' | Play Activities: 12



Quick Facts:

- 3 Slides, 3 Climbing Activities, and 6 Sensory & Dramatic Play Events designed to promote imaginative play, motor skills, along with developing strength, coordination, and problem solving skills.
- Commercial grade components specifically engineered to resist corrosion, fading and mildew.
- Designed with strict adherence to the rigorous public playground safety standards (ASTM & CPSC).
- Incorporates design features which meet ADA guidelines and allow inclusive play for all children.

Warranty:

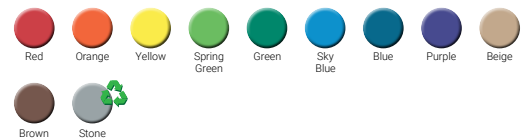
- Limited Lifetime Warranty on all Galvanized Steel Posts, Stainless Steel Hardware, Aluminum Fittings and Post Caps.
- Limited 15-Year Warranty on all Punched Decks, Rails, Rungs, Loops, and Rotomolded Components.
- Limited 10-Year Warranty on all Plastic Sheet Components.
- Limited 1-Year Warranty on all Moving Parts, Swing Seats, Swing Hangers and other material not covered above.

Color Options:

Flat Plastics:



Rotomolded Plastics:



Posts and Metals:



Decks:





Beyond
Your
Ordinary

PROPOSAL #: 95379

ACCOUNT:
BEAUMONT ISD

DATE CREATED:
6/03/2020

ACCOUNT REP:
Jesse Williams

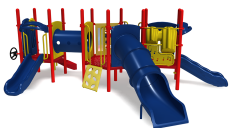
PREPARED FOR:

PRIMARY CONTACT: Carolyn Little
EMAIL: clittle@bmtisd.com
PHONE NUMBER: +14096176200
ORGANIZATION: Beaumont ISD

BILLING & SHIPPING:

BILLING ADDRESS: Beaumont ISD
5265 Kenneth
Beaumont, TX 77705
SHIPPING ADDRESS: Beaumont ISD
5265 Kenneth
Beaumont, TX 77705



Qty	Product	Price	Discount	Total
1	 <p>LEAPS AND BOUNDS Model: 5092-PP Color Option: Primary</p> <p>The Leaps and Bounds playground structure is true to its name. Through the use of a variety of developmentally beneficial play events, young children will progress physically and socially by leaps and bounds! With so many components to choose from, playtime will be an interactive and engaging experience for years to come. You'll be hard-pressed to find a similar playground for children as young as 2 years old at such an incredible value. Have this amazing playground installed at your daycare, preschool, or early childhood education center today!</p> <p>Add a Toddler swing set or an affordable Trike Path set for a complete and well-rounded space!</p> <p>Sliding Activities (3): Tunnel Slide Super Sonic Slide x2</p> <p>Climbing Activities (3): Pinnacle Climber Inclined Wall Climber Crawl Tunnel</p> <p>Sensory & Dramatic Play (6): Whistle Shapes and Motion Mirror Panel Bubble Panel Single Seat Drum Line Panel Play Wheel</p> <p>Leaps and Bounds features:</p> <ul style="list-style-type: none"> - Commercial-grade components specifically engineered to resist corrosion, fading and mildew. - Designed in compliance with public playground safety standards (ASTM & CPSC). - Meets ADA guidelines and allow inclusive play for all children. - Hundreds of color combinations available to turn any 	\$27,877.00	\$6,780.00	\$21,097.00

	playground into a stimulating play environment.			
1	CUSTOMER DISCOUNT Model: CUSTOM-CDYTD0002-000620 Customer Discount	\$-500.00	\$0.00	\$-500.00
1	SEASONAL DISCOUNT Model: CUSTOM-SDYTD002-000620 Seasonal Discount For Purchase On Or Before 06/26/20(Signed Documents)	\$-3,000.00	\$0.00	\$-3,000.00
1	SPECIAL MANAGEMENT DISCOUNT Model: CUSTOM-DISCOUNT DISCOUNT ONLY VALID ON SIGNED DOCS IN HOUSE ON OR BEFORE 06/12/20	\$-1,530.00	\$0.00	\$-1,530.00

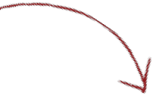
Sub Total: \$16,067.00

Sales Tax: \$0.00

Shipping: \$1,856.57

Total: \$17,923.57

I Accept!
Let's Go



Have questions about this quote?

Call **800-853-5316** or visit BYOPLAYGROUND.COM

I APPROVE THIS PROJECT AND AM READY TO PLACE MY ORDER:

Thank you for the opportunity to quote your playground project. We accept Visa, Mastercard, Discover, personal & business checks and purchase orders from government entities. All items must be paid for in advance of order unless prior arrangements are approved. Approval and acceptance of this proposal may be executed by signing below and faxing or emailing back to the contact information listed above. By signing below you agree to the terms and conditions found here:

<https://www.byoplayground.com/byo-terms-and-conditions>

Please note, sales tax calculations are calculated upon invoicing due to tax rate changes and/or change orders. If you believe you should be tax-exempt, please provide a tax exemption certificate prior to submitting a purchase order.

Authorized Purchaser: _____

Date: _____

ACCOUNT:
BEAUMONT ISD

DATE CREATED:
6/03/2020

ACCOUNT REP:
Jesse Williams

PREPARED FOR:

PRIMARY CONTACT: Carolyn Little
EMAIL: clittle@bmtisd.com
PHONE NUMBER: +14096176200
ORGANIZATION: Beaumont ISD


BILLING & SHIPPING:

BILLING ADDRESS: Beaumont ISD
5265 Kenneth
Beaumont, TX 77705
SHIPPING ADDRESS: Beaumont ISD
5265 Kenneth
Beaumont, TX 77705



COMMENTS & DETAILS:

Price quoted for delivery coordination and installation. NPC shall not be responsible for removing existing trees, limbs, roots etc. Unless otherwise noted price excludes: sitework, site security, core drilling or cutting concrete or asphalt, permits, lift gates, impact fees, debris/trash removal, and prevailing wages. Site must be clear, level and accessible at time of installation. The customer is responsible for marking all Private underground utilities, NPC will call for Public Utility Locate.

Qty	Product	Price	Total
1	 <p>PROFESSIONAL CERTIFIED INSTALLATION Model: Installation Certified installation by professional playground installers. Price includes coordinating deliveries and unloading large equipment at the delivery address listed on this proposal/purchase order.</p>	\$14,575.00	\$14,575.00

Installation for BYO Quote #95379

This installation quote covers the following items:

- Leaps and Bounds (5092-PP)
- Rubber Mulch (2601-LT)
- Customer Discount (CUSTOM-CDYTD0002-000620)
- Seasonal Discount (CUSTOM-SDYTD002-000620)
- Removal and Disposal (Current Playground Structure)

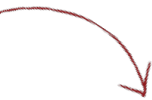
Sub Total: \$14,575.00

Sales Tax: \$0.00

Shipping: \$0.00

Total: \$14,575.00

I Accept!
Let's Go



Have questions about this quote?
Call **800-853-5316** or visit BYOPLAYGROUND.COM

I APPROVE THIS PROJECT AND AM READY TO PLACE MY ORDER:

Approval and acceptance of this proposal may be executed by signing below and faxing or emailing back to the contact information listed above. Unless prior arrangements are approved, a 50% deposit for NPC is due upon ordering. Balance is due Net 15 upon substantial completion. By signing below you agree to the terms and conditions found here:

<https://www.npcinstall.com/npc-terms-and-conditions>

Please note, sales tax calculations are calculated upon invoicing due to tax rate changes and/or change orders. If you believe you should be tax-exempt, please provide a tax exemption certificate prior to submitting a purchase order.

Authorized Purchaser: _____

Date: _____



BYO Recreation Warranties

Quality Equipment for Limitless Fun - Guaranteed!



BYO Recreation provides warranties on all materials and workmanship for one year, excluding vandalism. In addition, BYO Recreation offers:

Limited Lifetime Warranty*

- Posts, clamps, & postcaps
- All hardware

15-Year Limited Warranty

- Rotationally Molded products
- Metal decks, pipes, rings, rails, & loops

10-Year Limited Warranty

- Redwood & pressure treated wood
- Site furnishings
- Health Trail Systems
- Shade fabric

5-Year Warranty

- Swing seats
- Nylon-covered cable net climbers & components
- HDPE panels

3-Year Warranty

- "C" Springs for spring bouncers

1-Year Warranty

- On all other BYO Recreation products including moving parts
- Spring bouncer springs
- HDPE components
- Equipment installations

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use.

Warranties are valid only if products are installed and maintained in accordance with BYO Recreation instructions and use approved parts.

At BYO Recreation, we stand behind our product and are committed to the highest level of customer satisfaction.

**For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.*



**BEYOND
YOUR
ORDINARY**

	Item	Price
--	------	-------

	Playground Equipment	
---	-----------------------------	--

	Playground Installation	
---	--------------------------------	--

TURNKEY TOTAL

Contact

Tropical Twist

4208-PP



Ages: 2-5 yrs | Use Zone: 30' x 23' | Capacity: 28 Children | Play Activities: 10 | ADA Compliant



Quick Facts:

- 1 Slide, 2 Climbers, and 7 Play Panels designed to allow children to explore, experiment, move and learn while interacting with each other with the various play panels.
- Commercial grade components specifically engineered to resist corrosion, fading and mildew.
- Designed with strict adherence to the rigorous public playground safety standards (ASTM & CPSC).
- Incorporates design features which meet ADA guidelines and allow inclusive play for all children.
- Hundreds of color combinations available to turn any playground into a stimulating play environment.

Warranty:

- Limited Lifetime Warranty on all Galvanized Steel Posts, Stainless Steel Hardware, Aluminum Fittings and Post Caps.
- Limited 15-Year Warranty on all Punched Decks, Rails, Rungs, Loops, and Rotomolded Components
- Limited 10-Year Warranty on all Plastic Sheet Components.
- Limited 1-Year Warranty on all Moving Parts, Swing Seats, Swing Hangers and other material not covered above.

Color Options:

Flat Plastics:



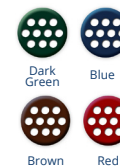
Roto-Molded Plastics:



Posts and Metals:



Decks:





Beyond Your Ordinary

PROPOSAL #: 95770

ACCOUNT:
BEAUMONT ISD

DATE CREATED:
6/19/2020

ACCOUNT REP:
Jesse Williams


PREPARED FOR:

PRIMARY CONTACT: Carolyn Little
EMAIL: clittle@bmtisd.com
PHONE NUMBER: +14096176200
ORGANIZATION: Beaumont ISD

BILLING & SHIPPING:

BILLING ADDRESS: Beaumont ISD
5265 Kenneth
Beaumont, TX 77705
SHIPPING ADDRESS: Beaumont ISD
5265 Kenneth
Beaumont, TX 77705

Correct?

Qty	Product	Price	Discount	Total
1	 TROPICAL TWIST Model: 6068-PP Color: Primary Tropical Twist Play Structure	\$25,111.00	\$6,088.00	\$19,023.00
Playground #2				
1	CUSTOMER DISCOUNT Model: CUSTOM-CDYTD0002-000720 Customer Discount	\$-500.00	\$0.00	\$-500.00
1	SEASONAL DISCOUNT Model: CUSTOM-SDYTD002-000720 Seasonal Discount For Purchase On Or Before 07/24/20(Signed Documents)	\$-3,000.00	\$0.00	\$-3,000.00

Sub Total: \$15,523.00

Sales Tax: \$0.00

Shipping: \$1,672.00

Total: \$17,195.00

I Accept!
Let's Go

Have questions about this quote?
Call **800-853-5316** or visit BYOPLAYGROUND.COM

I APPROVE THIS PROJECT AND AM READY TO PLACE MY ORDER:

Thank you for the opportunity to quote your playground project. We accept Visa, Mastercard, Discover, personal & business checks and purchase orders from government entities. All items must be paid for in advance of order unless prior arrangements are approved. Approval and acceptance of this proposal may be executed by signing below and faxing or emailing back to the contact information listed above. By signing below you agree to the terms and conditions found here:

<https://www.byoplayground.com/byo-terms-and-conditions>

Please note, sales tax calculations are calculated upon invoicing due to tax rate changes and/or change orders. If you believe you should be tax-exempt, please provide a tax exemption certificate prior to submitting a purchase order.

Authorized Purchaser: _____ Date: _____

ACCOUNT:
BEAUMONT ISD

DATE CREATED:
6/24/2020

ACCOUNT REP:
Jesse Williams

PREPARED FOR:

PRIMARY CONTACT: Carolyn Little
EMAIL: clittle@bmtisd.com

PHONE NUMBER: +14096176200
ORGANIZATION: Beaumont ISD

BILLING & SHIPPING:


BILLING ADDRESS: Beaumont ISD
5265 Kenneth
Beaumont, TX 77705

SHIPPING ADDRESS: Beaumont ISD
5265 Kenneth
Beaumont, TX 77705



COMMENTS & DETAILS:

Price quoted for delivery coordination and installation. NPC shall not be responsible for removing existing trees, limbs, roots etc. Unless otherwise noted price excludes: sitework, site security, core drilling or cutting concrete or asphalt, permits, lift gates, impact fees, debris/trash removal, and prevailing wages. Site must be clear, level and accessible at time of installation. The customer is responsible for marking all Private underground utilities, NPC will call for Public Utility Locate.

Qty	Product	Price	Total
1	 <p>PROFESSIONAL CERTIFIED INSTALLATION Model: Installation Certified installation by professional playground installers. Price includes coordinating deliveries and unloading large equipment at the delivery address listed on this proposal/purchase order.</p>	\$12,720.00	\$12,720.00

Installation for BYO Quote #95770 / PG#2

- This installation quote covers the following items:
- Tropical Twist (6068-PP)
 - Customer Discount (CUSTOM-CDYTD0002-000720)
 - Seasonal Discount (CUSTOM-SDYTD002-000720)
 - Removal and Disposal (Current Playground Structure)

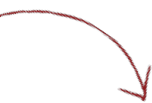
Sub Total: \$12,720.00

Sales Tax: \$0.00

Shipping: \$0.00

Total: \$12,720.00

I Accept!
Let's Go



Have questions about this quote?
Call **800-853-5316** or visit BYOPLAYGROUND.COM

I APPROVE THIS PROJECT AND AM READY TO PLACE MY ORDER:

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Please note, sales tax calculations are calculated upon invoicing due to tax rate changes and/or change orders. If you believe you should be tax-exempt, please provide a tax exemption certificate prior to submitting a purchase order.

Authorized Purchaser: _____

Date: _____



BYO Recreation Warranties

Quality Equipment for Limitless Fun - Guaranteed!



BYO Recreation provides warranties on all materials and workmanship for one year, excluding vandalism. In addition, BYO Recreation offers:

Limited Lifetime Warranty*

- Posts, clamps, & postcaps
- All hardware

15-Year Limited Warranty

- Rotationally Molded products
- Metal decks, pipes, rings, rails, & loops

10-Year Limited Warranty

- Redwood & pressure treated wood
- Site furnishings
- Health Trail Systems
- Shade fabric

5-Year Warranty

- Swing seats
- Nylon-covered cable net climbers & components
- HDPE panels

3-Year Warranty

- "C" Springs for spring bouncers

1-Year Warranty

- On all other BYO Recreation products including moving parts
- Spring bouncer springs
- HDPE components
- Equipment installations

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**BEYOND
 // YOUR //
 ORDINARY**

	Item	Price
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	Playground Equipment	
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NPC	Playground Installation	
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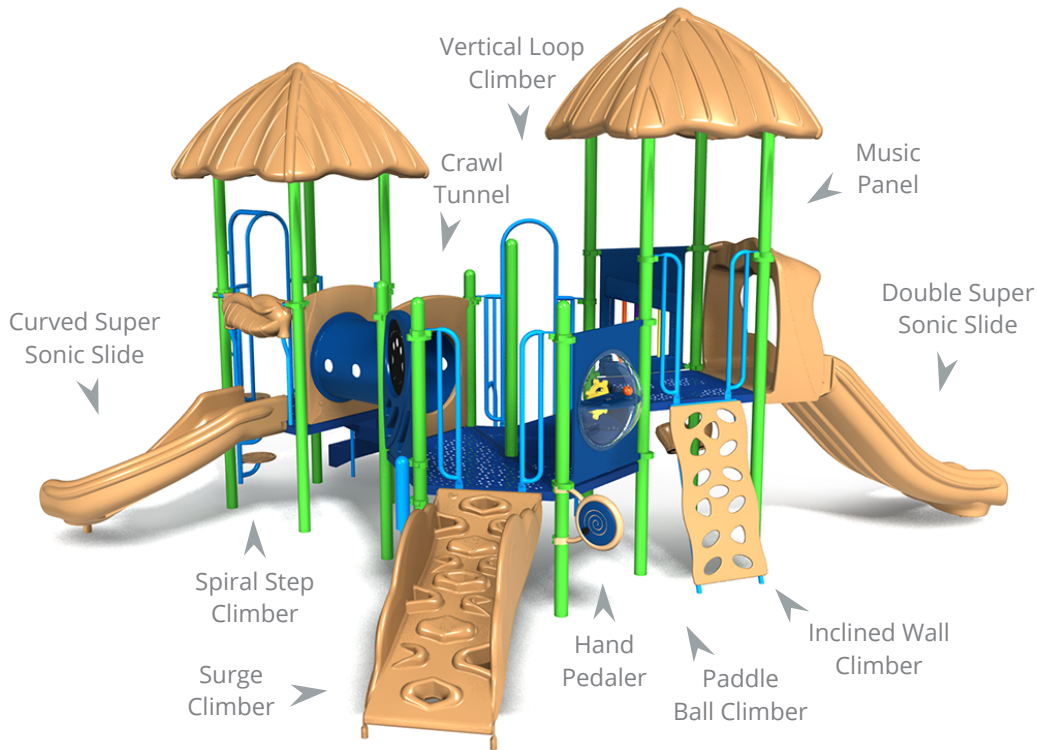
TURNKEY TOTAL

Contact

Sandcastle Shores (5559-PP)



Ages: 2-5 | Use Zone: 37' x 30' | Capacity: 35-40 Children | Fall Height: 4' | Play Activities: 13



Quick Facts:

- 2 Slides, 5 Climbing Activities, and 6 Sensory & Dramatic Play Events designed to promote imaginative play, motor skills, along with developing strength, coordination, and problem solving skills.
- Commercial grade components specifically engineered to resist corrosion, fading and mildew.
- Designed with strict adherence to the rigorous public playground safety standards (ASTM & CPSC).
- Incorporates design features which meet ADA guidelines and allow inclusive play for all children.

Warranty:

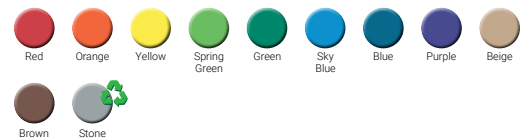
- Limited Lifetime Warranty on all Galvanized Steel Posts, Stainless Steel Hardware, Aluminum Fittings and Post Caps.
- Limited 15-Year Warranty on all Punched Decks, Rails, Rungs, Loops, and Rotomolded Components.
- Limited 10-Year Warranty on all Plastic Sheet Components.
- Limited 1-Year Warranty on all Moving Parts, Swing Seats, Swing Hangers and other material not covered above.

Color Options:

Flat Plastics:



Roto-Molded Plastics:



Posts and Metals:



Decks:





Beyond Your Ordinary

PROPOSAL #: 95808

ACCOUNT:
BEAUMONT ISD

DATE CREATED:
6/23/2020

ACCOUNT REP:
Jesse Williams


PREPARED FOR:

PRIMARY CONTACT: Carolyn Little
EMAIL: clittle@bmtisd.com
PHONE NUMBER: +14096176200
ORGANIZATION: Beaumont ISD

BILLING & SHIPPING:

BILLING ADDRESS: Beaumont ISD
5265 Kenneth
Beaumont, TX 77705
SHIPPING ADDRESS: Beaumont ISD
5265 Kenneth
Beaumont, TX 77705

Correct?

Qty	Product	Price	Discount	Total
1	 <p>SANDCASTLE SHORES CUSTOM Model: CUSTOM-NR5559-PP The Sandcastle Shores playground structure proves that you dont need to be at the beach to have a little fun in the sun. Children can take part in over a dozen unique play events from the educational Moon Phase Panel to the interactive Music Panel to a variety of climbers for developing gross motor skills. Add even more play opportunities with ocean-themed freestanding playground equipment like the Wally the Wale or Dolpin spring riders, Turtle Stepping Stones, or the imaginative play to encourage</p>	\$35,429.00	\$11,691.57	\$23,737.43
Playground #3 (Caps Removed)				
1	<p>CUSTOMER DISCOUNT Model: CUSTOM-CDYTD0002-000720 Customer Discount</p>	\$-500.00	\$0.00	\$-500.00
1	<p>SEASONAL DISCOUNT Model: CUSTOM-SDYTD002-000720 Seasonal Discount For Purchase On Or Before 07/24/20(Signed Documents)</p>	\$-3,000.00	\$0.00	\$-3,000.00

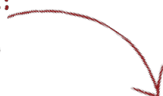
Sub Total: \$20,237.43

Sales Tax: \$0.00

Shipping: \$2,359.50

Total: \$22,596.93

I Accept!
Let's Go



Have questions about this quote?
Call **800-853-5316** or visit BYOPLAYGROUND.COM

I APPROVE THIS PROJECT AND AM READY TO PLACE MY ORDER:

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Authorized Purchaser: _____

Date: _____

ACCOUNT:
BEAUMONT ISD

DATE CREATED:
6/25/2020

ACCOUNT REP:
Jesse Williams

PREPARED FOR:

PRIMARY CONTACT: Carolyn Little
EMAIL: clittle@bmtisd.com
PHONE NUMBER: +14096176200
ORGANIZATION: Beaumont ISD


BILLING & SHIPPING:

BILLING ADDRESS: Beaumont ISD
5265 Kenneth
Beaumont, TX 77705
SHIPPING ADDRESS: Beaumont ISD
5265 Kenneth
Beaumont, TX 77705



COMMENTS & DETAILS:

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Qty	Product	Price	Total
1	 <p>PROFESSIONAL CERTIFIED INSTALLATION Model: Installation Certified installation by professional playground installers. Price includes coordinating deliveries and unloading large equipment at the delivery address listed on this proposal/purchase order.</p>	\$13,120.00	\$13,120.00

Installation for BYO Quote #95808 / PG#3 Caps Removed

- This installation quote covers the following items:
- Customer Discount (CUSTOM-CDYTD0002-000720)
 - Seasonal Discount (CUSTOM-SDYTD002-000720)
 - Sandcastle Shores Custom (CUSTOM-NR5559-PP)
 - Removal and Disposal (Current Playground Structure)

Sub Total: \$13,120.00
Sales Tax: \$0.00
Shipping: \$0.00
Total: \$13,120.00

I Accept!
Let's Go



Have questions about this quote?
 Call **800-853-5316** or visit BYOPLAYGROUND.COM

I APPROVE THIS PROJECT AND AM READY TO PLACE MY ORDER:

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<https://www.npcinstall.com/npc-terms-and-conditions>

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Authorized Purchaser: _____

Date: _____



BYO Recreation Warranties

Quality Equipment for Limitless Fun - Guaranteed!

BYO Recreation provides warranties on all materials and workmanship for one year, excluding vandalism. In addition, BYO Recreation offers:



Limited Lifetime Warranty*

- Posts, clamps, & postcaps
- All hardware

15-Year Limited Warranty

- Rotationally Molded products
- Metal decks, pipes, rings, rails, & loops

10-Year Limited Warranty

- Redwood & pressure treated wood
- Site furnishings
- Health Trail Systems
- Shade fabric

5-Year Warranty

- Swing seats
- Nylon-covered cable net climbers & components
- HDPE panels

3-Year Warranty

- "C" Springs for spring bouncers

1-Year Warranty

- On all other BYO Recreation products including moving parts
- Spring bouncer springs
- HDPE components
- Equipment installations

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use.

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**BEYOND
YOUR
ORDINARY**

	Item	Price
--	------	-------

	Playground Equipment	
---	-----------------------------	--

	Playground Installation	
---	--------------------------------	--

TURNKEY TOTAL

Contact

Punkin Pass (5557-PP)



Ages: 2-5 | Use Zone: 38' x 27' | Capacity: 30-35 Children | Fall Height: 4' | Play Activities: 13



Quick Facts:

- 2 Slides, 4 Climbing Activities, and 7 Sensory & Dramatic Play Events designed to promote imaginative play, motor skills, along with developing strength, coordination, and problem solving skills.
- Commercial grade components specifically engineered to resist corrosion, fading and mildew.
- Designed with strict adherence to the rigorous public playground safety standards (ASTM & CPSC).
- Incorporates design features which meet ADA guidelines and allow inclusive play for all children.

Warranty:

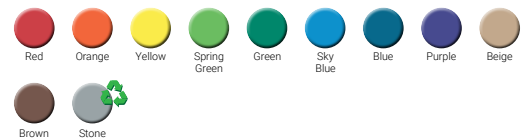
- Limited Lifetime Warranty on all Galvanized Steel Posts, Stainless Steel Hardware, Aluminum Fittings and Post Caps.
- Limited 15-Year Warranty on all Punched Decks, Rails, Rungs, Loops, and Rotomolded Components.
- Limited 10-Year Warranty on all Plastic Sheet Components.
- Limited 1-Year Warranty on all Moving Parts, Swing Seats, Swing Hangers and other material not covered above.

Color Options:

Flat Plastics:



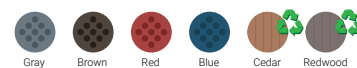
Roto-Molded Plastics:



Posts and Metals:



Decks:





Beyond
Your
Ordinary

PROPOSAL #: 95826

ACCOUNT:
BEAUMONT ISD

DATE CREATED:
6/23/2020

ACCOUNT REP:
Jesse Williams


PREPARED FOR:

PRIMARY CONTACT: Carolyn Little
EMAIL: clittle@bmtisd.com
PHONE NUMBER: +14096176200
ORGANIZATION: Beaumont ISD

BILLING & SHIPPING:

BILLING ADDRESS: Beaumont ISD
5265 Kenneth
Beaumont, TX 77705
SHIPPING ADDRESS: Beaumont ISD
5265 Kenneth
Beaumont, TX 77705



Qty	Product	Price	Discount	Total
1	 <p>PUNKIN PASS Model: 5557-PP Color Option: Primary</p> <p>The Punkin Pass playground structure is all about encouraging movement and exploration in children ages 2 to 5 years old. This bridge-like playground structure is ideal for daycares, preschools, and early childhood centers looking to encourage children to use their imagination and develop critical interpersonal skills. With so many dramatic play events to choose from, children will be driven to socialize and participate in cooperative play with others. There are plenty of learning elements children can take advantage of as well! Learn the states on the US Map Panel! Utilize logical thinking with the Maze Panel. Inspire imaginative play with the Store Front Panel! With so much to learn from, you wont want to miss out on the value this playground will bring to your organization and the children it serves!</p> <p>Sliding Activities (2):</p> <ul style="list-style-type: none"> Double Super Sonic Slide Curved Super Sonic Slide <p>Climbing Activities (4):</p> <ul style="list-style-type: none"> Mountain Climber Spiral Step Climber Pinnacle Climber Crawl Tunnel 	\$38,081.00	\$12,947.54	\$25,133.46

Sensory & Dramatic Play (7):

Seat & Table for 2

Bubble Panel

US Map Panel

Play Wheel

Barrier Panel w/ Rain Wheel

Maze Panel

Store Front Panel

Punkin Pass features:

- Commercial-grade components specifically engineered to resist corrosion, fading and mildew.
- Designed in compliance with public playground safety standards (ASTM & CPSC).
- Meets ADA guidelines and allow inclusive play for all children.
- Hundreds of color combinations available to turn any playground into a stimulating play environment.

Playground #4

1	CUSTOMER DISCOUNT Model: CUSTOM-CDYTD0002-000720 Customer Discount	\$-500.00	\$0.00	\$-500.00
1	SEASONAL DISCOUNT Model: CUSTOM-SDYTD002-000720 Seasonal Discount For Purchase On Or Before 07/24/20(Signed Documents)	\$-3,000.00	\$0.00	\$-3,000.00

Sub Total: \$21,633.46

Sales Tax: \$0.00

Shipping: \$2,535.00

Total: \$24,168.46

I Accept!
Let's Go



Have questions about this quote?
Call **800-853-5316** or visit BYOPLAYGROUND.COM

I APPROVE THIS PROJECT AND AM READY TO PLACE MY ORDER:

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Please note, sales tax calculations are calculated upon invoicing due to tax rate changes and/or change orders. If you believe you should be tax-exempt, please provide a tax exemption certificate prior to submitting a purchase order.

Authorized Purchaser: _____

Date: _____

ACCOUNT:
BEAUMONT ISD

DATE CREATED:
6/25/2020

ACCOUNT REP:
Jesse Williams

PREPARED FOR:

PRIMARY CONTACT: Carolyn Little
EMAIL: clittle@bmtisd.com
PHONE NUMBER: +14096176200
ORGANIZATION: Beaumont ISD


BILLING & SHIPPING:

BILLING ADDRESS: Beaumont ISD
5265 Kenneth
Beaumont, TX 77705
SHIPPING ADDRESS: Beaumont ISD
5265 Kenneth
Beaumont, TX 77705



COMMENTS & DETAILS:

Price quoted for delivery coordination and installation. NPC shall not be responsible for removing existing trees, limbs, roots etc. Unless otherwise noted price excludes: sitework, site security, core drilling or cutting concrete or asphalt, permits, lift gates, impact fees, debris/trash removal, and prevailing wages. Site must be clear, level and accessible at time of installation. The customer is responsible for marking all Private underground utilities, NPC will call for Public Utility Locate.

Qty	Product	Price	Total
1	 <p>PROFESSIONAL CERTIFIED INSTALLATION Model: Installation Certified installation by professional playground installers. Price includes coordinating deliveries and unloading large equipment at the delivery address listed on this proposal/purchase order.</p>	\$13,818.00	\$13,818.00

Installation for BYO Quote #95826 / PG#4

- This installation quote covers the following items:
- Punkin Pass (5557-PP)
 - Customer Discount (CUSTOM-CDYTD0002-000720)
 - Seasonal Discount (CUSTOM-SDYTD002-000720)

Sub Total: \$13,818.00
Sales Tax: \$0.00
Shipping: \$0.00
Total: \$13,818.00

I Accept!
Let's Go



Have questions about this quote?
 Call **800-853-5316** or visit BYOPLAYGROUND.COM

I APPROVE THIS PROJECT AND AM READY TO PLACE MY ORDER:

Approval and acceptance of this proposal may be executed by signing below and faxing or emailing back to the contact information listed above. Unless prior arrangements are approved, a 50% deposit for NPC is due upon ordering. Balance is due Net 15 upon substantial completion. By signing below you agree to the terms and conditions found here:

<https://www.npcinstall.com/npc-terms-and-conditions>

Please note, sales tax calculations are calculated upon invoicing due to tax rate changes and/or change orders. If you believe you should be tax-exempt, please provide a tax exemption certificate prior to submitting a purchase order.

Authorized Purchaser: _____

Date: _____



BYO Recreation Warranties

Quality Equipment for Limitless Fun - Guaranteed!



BYO Recreation provides warranties on all materials and workmanship for one year, excluding vandalism. In addition, BYO Recreation offers:

Limited Lifetime Warranty*

- Posts, clamps, & postcaps
- All hardware

15-Year Limited Warranty

- Rotationally Molded products
- Metal decks, pipes, rings, rails, & loops

10-Year Limited Warranty

- Redwood & pressure treated wood
- Site furnishings
- Health Trail Systems
- Shade fabric

5-Year Warranty

- Swing seats
- Nylon-covered cable net climbers & components
- HDPE panels

3-Year Warranty

- "C" Springs for spring bouncers

1-Year Warranty

- On all other BYO Recreation products including moving parts
- Spring bouncer springs
- HDPE components
- Equipment installations

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use.

Warranties are valid only if products are installed and maintained in accordance with BYO Recreation instructions and use approved parts.

At BYO Recreation, we stand behind our product and are committed to the highest level of customer satisfaction.

**For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.*



QUOTE ANALYSIS FORM

Form version 7.23.2019

INSTRUCTIONS FOR COMPLETION:

- 1) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
- 2) All awards should be made to the vendor whose proposal offers the "best value" to Beaumont ISD.
- 3) Awards based on "best value" may consider various factors, including but not limited to:
 - (a) Price / Total Cost of Ownership, (b) Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet District Needs, (f) Client References, (g) Past Experience with Beaumont ISD, and/or (h) any other relevant factor that ensures best value to the District.
- 4) Upon consideration of all factors, if all quotes meet District needs, the award should be made to the lowest bidder.

Quote Analysis Summary

All awards should be made based on "Best Value" to the District. Please write a short summary below of each the vendor was chosen or denied.

Vendor Name:	Budget Restaurant	Quote Total:	86,546.00
Summary:	Provides supply → all requested equipment for food safety monitoring - Does not include removal or install		
Vendor Name:	Kommerzial Kitchens	Quote Total:	94,125.00
Summary:	Provides a turnkey solution for the HACCP managers & monitoring system. This quote includes removal of current system & install of new.		
Vendor Name:	Warren Equipment	Quote Total:	87,558.14
Summary:	Provides all requested equipment for food safety monitoring - Does not include removal or install		

Vendor Selected: Kommerzial Kitchens

Selection Justification: This is the only company of the 3 that could provide the installation of new & removal of existing. This is a turn key solution.

Name of Person Completing this Form: Tiffany Eckenrod Signature:

NOTE: THE COMPLETED & SIGNED TABULATION FORM AND COPIES OF ALL QUOTES MUST BE ATTACHED TO THE REQUISITION.

KOMMERCIAL KITCHENS

FOOD SERVICE EQUIPMENT & SUPPLY
www.KommericalKitchens.com
800-962-1555

Quote

06/24/2020

2510 I-10
Beaumont, TX 77703

Ph: (409) 769-1199
Fax: (409) 769-8800




To:
BEAUMONT ISD
Charlotte O'Pry
3395 HARRISON AVE.
BEAUMONT, TX 77706-
(409)617-5065
(409)617-5065 (Contact)

Project:
Beaumont ISD - Cooper District
Wide Temperature Monitoring

From:
Kommercial Kitchens
Jay Odom
18635 IH 10
Suite 400
Vidor, TX 77662-9419
409-769-1199
(409)769-1199 (Contact)

Project Code: 12780

****Region 5 Southeast Texas Purchasing Coop# #20190707 Pricing****

Item	Qty	Description	Sell	Sell Total
1	40 ea	THERMOMETER, PARTS & ACCESSORIES  Cooper-Atkins Model No. 93755 HACCP Manager Enterprise Wifi Kit, includes: (1) handheld (37500), (1) MicroNeedle™ probe (50209-K), (1) battery charger (9382) & (1) USB cable (9383), separate hosting contract required, stores up to 3000 temperature & 300 menu items, temperature measurement stabilization icon, color-coded preset temperature limit indicators, creates custom checklists, CE, RoHS, NIST, WEEE (Intelli-Ware) (contact factory for price and details) HACCP MANAGER MONTHLY FEE IS \$15 PER HANDHELD PER MONTH STARTING IMMEDIATELY. THIS IS BILLED BY THE FACTORY TO THE SCHOOL DISTRICT.	\$710.00	\$28,400.00
			ITEM TOTAL:	\$28,400.00
2	50 ea	PROBE  Cooper-Atkins Model No. 50210-K MicroNeedle™ Probe, direct connect, -100° to 500°F (-73° to 260°C) temperature range, response time 1 second in liquid, 3-3/4" (95mm) shaft length, 1/8" (3.2mm) shaft dia., 0043" (1mm) tip dia., Type K (MTO) (Atkins)	\$59.00	\$2,950.00
	50 ea	1 year probe warranty, standard		
			ITEM TOTAL:	\$2,950.00
3	13 ea	MONITORING SYSTEMS  Cooper-Atkins Model No. 15907-10 NotifEye™ Kit, includes: (2) temperature sensors with 10' leads (15200-10), (2) batteries, (1) gateway (15515), (1) buffer cable, (1) ethernet cable, mounting hardware, 1 year hosting, 900 MHz (Intelli-Ware) (contact factory for price and details)	\$1,000.00	\$13,000.00

Item	Qty	Description	Sell	Sell Total
			ITEM TOTAL:	\$13,000.00
4	14 ea	MONITORING SYSTEMS Cooper-Atkins Model No. 15907-30 NotifEye™ Kit, includes: (2) temperature sensors with 30' leads (15200-30), (2) batteries, (1) gateway (15515), (1) buffer cable, (1) ethernet cable, mounting hardware, 1 year hosting, 900 MHz (Intelli-Ware) (contact factory for price and details)	\$1,020.00	\$14,280.00
			ITEM TOTAL:	\$14,280.00
5	200 ea	MONITORING SYSTEMS Cooper-Atkins Model No. 15200 NotifEye™ Temperature Sensor, probe with a 6' lead, -25° to 180°F (-32° to 82°C), accuracy: ±1°F (±0.5°C), 3v CR123A lithium battery, 900 MHz, CE, RoHS compliant, FCC (Intelli-Ware) (contact factory for price and details) NOTIFEYE SYSTEMS HAVE AN ANNUAL HOSTING FEE OF \$100 PER GATEWAY, PER YEAR, STARTING ON YEAR 2 - THIS IS BILLED DIRECTLY BY THE FACTORY TO THE SCHOOL DISTRICT.	\$143.00	\$28,600.00
			ITEM TOTAL:	\$28,600.00
6	1 ea	INSTALLATION Kommerical Kitchens Model No. TURNKEY Turnkey installation including the following: Remove existing monitoring equipment. Installation of 27 monitoring systems at 27 campuses in the walk-in cooler/freezers. Installation of 200 monitoring sensors for reach-in refrigerators and freezers at 27 campuses, and connection to the campus monitoring system. Note: We will need a Beaumont ISD IT employee onsite for any required access to the network and/or firewall.	\$6,895.00	\$6,895.00
			ITEM TOTAL:	\$6,895.00
			Total	\$94,125.00

Prices Good Until: 07/31/2020

By signing below customer agrees to all items as quoted above. This includes all utilities and sizes of equipment. Kommerical Kitchens will not be responsible for incorrect utilities, sizing issues, code violations, or operational flow. Customer is to initial each page, sign, and date at the bottom of the page to process order. Customer must also sign any related shop drawings. If job site is not ready for equipment, a storage fee may be enforced.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$94,125.00



Board Exhibit Cover Sheet

Meeting Date: July 23, 2020

Agenda Item/Exhibit Number: **II.F.4.**

Agenda Item Title: Approve local policy amendments contained in TASB Policy Update 115.

Cabinet Level Presenter(s): Dr. Shannon Allen, Superintendent

Additional Presenter(s): Sierra Fisher, General Counsel

Executive Summary: Consider approval of revision to local board policies as recommended by TASB in Update 115. A summary is included with the enclosed coversheet.

Recommendation: Approve local policy amendments in accordance with Policy Update 115.

Budget Impact* (if applicable):

Funding Source (if applicable):

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements): N/A

Policy Reference (if applicable, list policy/regulation):

Legal Review (if necessary, list attorney and firm): N/A

Cabinet Level Presenter's Signature

Date

*CFO Signature (required if there is a budget impact)

Date

Sierra D. Fisher

7-14-20

General Counsel's Signature

Date

Explanatory Notes

TASB Localized Policy Manual Update 115

Beaumont ISD

ATTN(NOTE)

GENERAL INFORMATION ABOUT THIS UPDATE

Update 115 includes new Title IX regulations, effective August 14, 2020, which define sexual harassment under Title IX and establish detailed procedures for how districts must respond to notice or allegations of sexual harassment. The final Title IX regulations and related materials are available on the U.S. Department of Education [Office for Civil Rights](#) website.

Multiple changes at Update 115 are based on legislation from the Regular Session of the 86th Texas Legislature that impose changes effective with the 2020–21 school year. Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB) or House Bills (HB) from the 86th Legislature.

An overview video of the local policy changes is available under Policy Manual Update Resources in the myTASB [Policy Service Resource Library](#). **(LEGAL) policies provide the legal framework for key areas of district operations; they are not adopted by the board.**

AF(LEGAL)

INNOVATION DISTRICTS

Revisions to the Administrative Code, effective January 2020:

- Specify that an innovation district may not be exempted from Education Code Chapters 48 (Foundation School Program) and 49 (Options for Local Revenue Levels in Excess of Entitlement); and
- Authorize the commissioner to terminate district of innovation status for a district's failure to comply with the duty to discharge or refuse to hire certain employees or applicants as required by state law.

AIA(LEGAL)

ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

Administrative rule changes, effective August 2019, specify that districts with a local accountability system must use the local accountability system rating standards established by the commissioner. These standards will be updated annually and published in the *Local Accountability System Manual*.

Definitions for the various accreditation statuses have also been added.

AIB(LEGAL)

ACCOUNTABILITY: PERFORMANCE REPORTING

TEA has renamed the Performance-Based Monitoring Analysis System (PBMAS) to the Results Driven Accountability (RDA) system, effective December 3, 2019. This was to align with the Office of Special Education Programs (OSEP) framework.

AIC(LEGAL)

ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

Beginning with the 2020–21 school year, HB 4205 creates a new option for campuses that are required to submit campus turnaround plans—an accelerated campus excellence (ACE) turnaround plan. The commissioner is required to approve an ACE turnaround plan if the commissioner determines that the plan meets the statutory requirements.

Other changes are from revised Administrative Code rules, effective March 31, 2020. The rules clarify interventions and sanctions provisions, including campus intervention team membership and participation and campus turnaround plan submission, approval, and implementation processes.

Additional detail has been included about the required notice the campus intervention team must provide regarding the public meeting for soliciting input on development of a targeted improvement plan.

Explanatory Notes

TASB Localized Policy Manual Update 115

Beaumont ISD

BBA(LLEGAL)

BOARD MEMBERS: ELIGIBILITY/QUALIFICATIONS

This legally referenced policy on eligibility and qualifications for board members has been revised to clarify that a person cannot *run* for the board if the person has a final felony conviction from which the person has not been pardoned or had the disabilities removed (see Eligibility). The provision at Ineligibility indicating that a person cannot *serve* as a member of the board if the person has been convicted of a felony remains unchanged.

BBBB(LLEGAL)

ELECTIONS: POST-ELECTION PROCEDURES

HB 2640 deleted the requirement for the presiding officer of the board to prepare a report of precinct results for the secretary of state.

BBD(LLEGAL)

BOARD MEMBERS: TRAINING AND ORIENTATION

Extensive changes to this legally referenced policy on board member training and orientation are from revised Administrative Code rules, effective March 24, 2020. See the TASB Board Development Services website for helpful overviews of the [training requirements](#).

BDF(LLEGAL)

BOARD INTERNAL ORGANIZATION: CITIZEN ADVISORY COMMITTEES

HB 18 revised the list of persons that a board may appoint to the school health advisory council (SHAC). The bill also added requirements for a district to publish in the student handbook and on the district's website certain information on student physical and mental health resources, policies, and procedures and whether each campus has a full-time nurse or school counselor. The 2020–21 [TASB Model Student Handbook](#) has been updated to meet this requirement.

BF(LOCAL)

BOARD POLICIES

A revision to this local policy clarifies that a district's legally referenced policies are not adopted by the board.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

BQ(LLEGAL)

PLANNING AND DECISION-MAKING PROCESS

HB 18 revised the list of strategies for improvement of student performance that must be included in the district improvement plan (DIP) to include positive behavior interventions and support and implementation of a comprehensive school counseling program. In addition, the DIP must include:

- Strategies for providing elementary school students information about higher education; and
- The district's procedures on mental health promotion and intervention, substance abuse prevention and intervention, and suicide prevention.

Details about dating violence have been moved to FFH addressing harassment; details about sexual abuse, sex trafficking, and other maltreatment of children have been moved to FFG addressing child abuse and neglect.

BQA(LLEGAL)

PLANNING AND DECISION-MAKING PROCESS: DISTRICT-LEVEL

Provisions on the district-level decision-making committee's responsibilities have been revised to better match statute.

Explanatory Notes

TASB Localized Policy Manual Update 115

Beaumont ISD

BQB(LEGAL) PLANNING AND DECISION-MAKING PROCESS: CAMPUS-LEVEL

Provisions on the campus-level decision-making committee's responsibilities have been revised to better match statute.

CBB(LEGAL) STATE AND FEDERAL REVENUE SOURCES: FEDERAL

The Note on page 5 has been adjusted to include a link to a USDA memo addressing micro-purchase and simplified acquisition thresholds for federal child nutrition programs.

CCA(LEGAL) LOCAL REVENUE SOURCES: BOND ISSUES

TASB Policy Service engaged an outside law firm with expertise in the area of bonds to review the federal securities law provisions in this legally referenced policy, which resulted in revisions throughout that section of the policy.

In addition, we have included two existing statutory provisions on:

- Attorney general review and approval of a public security and the record of proceedings, and
- Authority of the issuer of public securities to contract for certain services.

CCG(LEGAL) LOCAL REVENUE SOURCES: AD VALOREM TAXES

At Tax Rate Adoption, we have added information on the maximum compressed rate from HB 3 and new Administrative Code rules effective April 10, 2020.

HB 492 repeals existing law regarding reappraisal of property damaged in a disaster area. However, an amendment to the Texas constitution approved by voters in November 2019 authorizes a temporary exemption for property damaged in a disaster. These new provisions have been added to CCGA(LEGAL) addressing ad valorem tax exemptions.

A board must conduct an efficiency audit before holding an election seeking voter approval to adopt an M&O tax rate. In conducting the audit, the auditor selected by the board must follow the Legislative Budget Board (LBB) guidelines, to which we have included a link.

CCGA(LEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

HB 492 provides for a temporary exemption for property damaged in a disaster, as authorized in an amendment to the Texas Constitution approved by voters in November 2019.

CCGB(LEGAL) AD VALOREM TAXES: ECONOMIC DEVELOPMENT

Revisions to this legally referenced policy reflect amended Administrative Code rules, effective February 6, 2020, and include:

- The exclusion of any employee names or other personal identifying information from the definition of *substantive documents* submitted to the comptroller in connection with economic development applications,
- Clarification of the procedures for an applicant to obtain continued eligibility for a limitation on appraised value, and
- Extended timelines for the comptroller to review a written agreement for a limitation on appraised value.

Explanatory Notes

TASB Localized Policy Manual Update 115

Beaumont ISD

CCH(LEGAL)

LOCAL REVENUE SOURCES: APPRAISAL DISTRICT

Effective September 1, 2020, SB 2 requires an appraisal district board in a county with a population of a million or more to increase the size of the appraisal review board (ARB) to an appropriate number of members. The ARB must establish special panels to conduct protest hearings.

CFA(LEGAL)

ACCOUNTING: FINANCIAL REPORTS AND STATEMENTS

Revisions to the provisions on the Annual Local Debt Report are from amended Administrative Code rules, effective April 5, 2020.

Other revisions are to add some existing legal provisions, delete nonessential provisions, and better match legal sources.

CFC(LEGAL)

ACCOUNTING: AUDITS

This legally referenced policy on audits has been revised to add some existing legal provisions, delete nonessential provisions, and better match legal sources.

CKA(LEGAL)

SAFETY PROGRAM/RISK MANAGEMENT: INSPECTIONS

This legally referenced policy on asbestos has been revised to add some existing legal provisions, delete nonessential provisions, and better match legal sources.

CKE(LEGAL)

SAFETY PROGRAM/RISK MANAGEMENT: SECURITY PERSONNEL

Revisions regarding training are from amended Administrative Code rules, effective February 5, 2020, and require district police officers and school resource officers to receive a school-based law enforcement proficiency certificate within 180 days of commission or placement in the district.

CKEA(LEGAL)

SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

The addition of provisions regarding reporting on appointment and separation of licensed peace officers was prompted by amended Administrative Code rules, effective February 5, 2020.

CMD(LEGAL)

EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING

Revisions to the provisions prohibiting certain expenditures of funds from the instructional materials allotment are from amended Administrative Code rules, effective February 6, 2020.

CO(LEGAL)

FOOD AND NUTRITION MANAGEMENT

A Note has been added pointing to the Texas Department of Agriculture's Records Retention List, which can assist districts with retaining documentation to demonstrate program compliance.

CQ(LEGAL)

TECHNOLOGY RESOURCES

This legally referenced policy has been revised to add some existing legal provisions, delete nonessential provisions, and better match legal sources. Citations to various laws pertaining to unlawful interception, use, or disclosure of communications have also been added to this policy for reference.

CQA(LEGAL)

TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

Online posting provisions have been updated to:

Explanatory Notes

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Beaumont ISD

- Clarify that notification by the campus intervention team regarding public input on development of a targeted improvement plan must be published on the district and campus websites,
- Add the requirement to post a completed campus turnaround plan 30 days before the final plan is submitted to the board,
- Add details about posting of the Annual Local Debt Report,
- Add the requirement to post information on designated agents under the Digital Millennium Copyright Act for districts seeking to limit liability, and
- Add the requirement to post the district's family engagement plan.
- Add contact information for the district's Title IX coordinator and the district's policy of nondiscrimination; and
- Add materials used to train the Title IX coordinator and other individuals who are relevant to resolving complaints under Title IX.

CQB(LEGAL)

TECHNOLOGY RESOURCES: CYBERSECURITY

We have removed provisions on the Electronic Communication Privacy Act that address the criminal consequences of the Act. A high-level reference to this information has been added to CQ(LEGAL).

CRE(LEGAL)

INSURANCE AND ANNUITIES MANAGEMENT: WORKERS' COMPENSATION

We have removed case law addressing enforcement of a reasonable absence-control rule because the case is also included in DEC(LEGAL).

CS(LEGAL)

FACILITY STANDARDS

Provisions on termination of LP-gas service have been revised as a result of amended Administrative Code rules, effective January 6, 2020.

CY(LEGAL)

INTELLECTUAL PROPERTY

This legally referenced policy on intellectual property has been revised to add some existing legal provisions, delete nonessential provisions, and better match legal sources.

D(LEGAL)

PERSONNEL

The D Section table of contents has been revised to rename DBAA Pre-Employment Reviews.

DAA(LEGAL)

EMPLOYMENT OBJECTIVES: EQUAL EMPLOYMENT OPPORTUNITY

This legally referenced policy has been revised at Bankruptcy Discrimination to better match statute.

The provisions addressing compliance coordinators for federal nondiscrimination laws have been updated in response to the new Title IX regulations.

DBAA(LEGAL)

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: PRE-EMPLOYMENT REVIEWS

This legally referenced policy has been retitled and reorganized to include various pre-employment reviews. As a result, provisions on the required pre-employment affidavit and the Do Not Hire Registry have been moved to this policy from DC(LEGAL).

Explanatory Notes

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Provisions have been added on the U.S. Department of Transportation's (DOT) national commercial driver license drug and alcohol clearinghouse. A district may not employ a driver subject to DOT drug and alcohol testing who will perform a safety-sensitive function without first conducting a pre-employment inquiry through the clearinghouse.

DC(LEGAL) EMPLOYMENT PRACTICES

As mentioned above, provisions on the required pre-employment affidavit and the Do Not Hire Registry have been moved to DBAA(LEGAL), which now addresses pre-employment reviews.

DED(LOCAL) COMPENSATION AND BENEFITS: VACATIONS AND HOLIDAYS

We have retained unchanged your district's locally developed text on vacation days. However, TASB Policy Service recently developed streamlined text on this topic that you may wish to consider. If so, please contact the district's policy consultant.

TASB HR Services has also created a [framework](#) to help districts develop administrative procedures on these issues.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

DF(LEGAL) TERMINATION OF EMPLOYMENT

Failure to terminate an employee on the Do Not Hire Registry has been added as a reason for which the State Board for Educator Certification may impose sanctions on an educator. This change is from amended Administrative Code rules, effective March 5, 2020.

DHC(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO TEXAS EDUCATION AGENCY

Changes to this legally referenced policy on reports to TEA regarding non-certified employee misconduct are from revised Administrative Code rules, effective December 31, 2019. The rules clarify the information that must be in a report and include several relevant definitions.

DHE(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: SEARCHES AND ALCOHOL/DRUG TESTING

Information on postaccident alcohol or controlled substances testing has been incorporated from DHE(EXHIBIT), which is being deleted.

Additional detail has been included regarding required Department of Transportation drug and alcohol testing of commercial vehicle operators.

DHE(EXHIBIT) EMPLOYEE STANDARDS OF CONDUCT: SEARCHES AND ALCOHOL/DRUG TESTING

This exhibit on postaccident alcohol or controlled substances testing is being deleted, as the content has been incorporated into DHE(LEGAL).

DIA(LEGAL) EMPLOYEE WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

The Note pointing to other relevant policies has been updated to reflect Title IX changes. We have added the recent U.S. Supreme Court case, *Bostock v. Clayton County, Georgia*, which held that firing an employee on the basis of homosexuality or transgender status violates Title VII's prohibition against sex discrimination in employment. Margin notes have also been updated.

Explanatory Notes

TASB Localized Policy Manual Update 115

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DIA(LOCAL)

EMPLOYEE WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

Recommended revisions to this policy incorporate the recent United States Supreme Court decision *Bostock v. Clayton County, Georgia*, which held that an adverse employment action against an employee on the basis of homosexuality or transgender status violates Title VII's prohibition on sex discrimination in employment. As a result, the policy clarifies that discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

Based on the new Title IX regulations, recommended revisions include the following.

- The definition of Prohibited Conduct has been revised to include conduct that meets the Title IX definition of sexual harassment, but the policy retains the broader definitions of prohibited conduct in districts' current policies to ensure that all prohibited conduct is addressed.
- Text at Sex-Based Harassment and Investigation of Reports Other than Title IX directs readers to new provisions on responding to allegations of prohibited conduct that if proved would meet the definition of sexual harassment under Title IX, as the law requires a specific response process for these allegations. Allegations of prohibited conduct not based on sex or that would not meet the definition of sexual harassment under Title IX will follow the district's existing investigation process.
- The Title IX regulations provide that a district has actual knowledge of sexual harassment if notice or allegations are made to any employee; therefore, a new provision at Notice of Report requires *any* employee who receives a report of prohibited conduct based on sex to notify the Title IX coordinator.
- Text at Response to Sexual Harassment—Title IX addresses legally required actions when the district receives notice or allegations of conduct that would meet the definition of sexual harassment under Title IX.
- New provisions direct the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations, as included in FFH(LEGAL).
- To determine responsibility in a Title IX formal complaint of sexual harassment, the policy designates that the district will use a *preponderance of the evidence* standard. **If the board wishes to instead use the *clear and convincing evidence* standard, which is a higher standard of evidence, please contact the district's policy consultant.** The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by students.
- Provisions on retaliation and records retention have been updated.

Policy Service also recommends updates to the examples for harassment to include cyberharassment and electronic communications and clarification of the provisions on distribution of the policy and any accompanying procedures.

TASB's Title IX model procedures are available in [TASB School Law eSource](#).

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

DIA(EXHIBIT)

EMPLOYEE WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

The new Title IX regulations require districts to notify employees, students, parents, and others of the Title IX coordinator's contact information, which now must include an email address. For consistency, Policy

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Beaumont ISD

Service recommends adding an email address for the ADA/Section 504 coordinator, if applicable to your district.

If you have not already completed the survey from Policy Service regarding coordinator contact information, including providing email addresses for each coordinator, please do so in order for your policy consultant to update this exhibit.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

DMA(LLEGAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

HB 18 revises both optional and required training for district staff development. Required training, which must be provided annually, focuses on various aspects of student mental health, as listed in the policy. Suicide prevention training must address the specific components indicated.

Details about required mental health support programs have been updated in accordance with HB 18 and moved to FFEb addressing student mental health.

Provisions addressing required training on child abuse, trafficking, and maltreatment have been updated based on revised Administrative Code rules, effective November 6, 2019.

DMD(LOCAL) PROFESSIONAL DEVELOPMENT: PROFESSIONAL MEETINGS AND VISITATIONS

Policy Service recommends that the administrative details regarding professional meetings be removed from the local policy manual, as board-adopted policy is not required.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

DP(LLEGAL) PERSONNEL POSITIONS

This legally referenced policy on personnel has been revised to include provisions on various physical and mental health professionals, including:

- School nurses,
- Certified school counselors,
- Nonphysician mental health professionals, and
- Licensed specialists in school psychology (LSSPs).

EEL(LLEGAL) INSTRUCTIONAL ARRANGEMENTS: CONTRACTS WITH OUTSIDE AGENCIES

In accordance with new federal provisions, districts that have Junior Reserve Officers' Training Corps programs must permit homeschooled students to participate in the program.

EHAA(LLEGAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

Provisions on coordinated health programs have been updated based on HB 18.

HB 18 amends the SHAC's duties to include making recommendations about various aspects of student mental health.

Explanatory Notes

TASB Localized Policy Manual Update 115

Beaumont ISD

EHB(LLEGAL) CURRICULUM DESIGN: SPECIAL PROGRAMS

New provisions on dyslexia compliance monitoring are from revised Administrative Code rules, effective December 25, 2019.

SB 2075 requires that a district notify the parent of a student who has or is at risk for dyslexia or a related disorder that the Texas State Library and Archives Commission provides audiobooks free of charge to students with eligible disabilities.

EHBA(LLEGAL) SPECIAL PROGRAMS: SPECIAL EDUCATION

Provisions on off-campus programs to provide special education and related services during school hours in a non-district facility are from new Administrative Code rules, effective November 10, 2019. The rules address placement in the programs, notification to and review by TEA, contract requirements, and changes of student residence.

EHBAB(LLEGAL) SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

New Administrative Code rules, effective March 30, 2020, address transition assistance for highly mobile students who are homeless or in substitute care. For such students who transfer into the district, the rules require the receiving district to:

- Accept a referral done by a previous district for a special education evaluation and complete any written report of a full individual and initial evaluation by the timelines in law, and
- Ensure that the district meets student transfer requirements relating to the ARD committee for a student who is already eligible for services.

EHBE(LLEGAL) SPECIAL PROGRAMS: BILINGUAL EDUCATION/ESL

This legally referenced policy on bilingual education has been revised throughout as a result of amended Administrative Code rules, effective April 10, 2020. The rules address requirements for administering the home language survey, parental notice and consent, and assessment options for students in a two-way dual language immersion program.

Other revisions are to better match statute.

EHBG(LLEGAL) SPECIAL PROGRAMS: PREKINDERGARTEN

Amended Administrative Code rules, effective February 13, 2020, prompted revisions throughout the high-quality prekindergarten program provisions.

EHBJ(LLEGAL) SPECIAL PROGRAMS: INNOVATIVE AND MAGNET PROGRAMS

Changes to the application process for requesting approval from the State Board of Education or the commissioner to offer an innovative course are from amended Administrative Code rules, effective December 25, 2019.

EHDD(LLEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT: COLLEGE COURSE WORK/DUAL CREDIT

Provisions on dual credit agreements have been updated based on amended Administrative Code rules, effective November 24, 2019. We have also added some existing statutory provisions on dual credit programs to address faculty supervision and student transcripts.

Explanatory Notes

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EI(LEGAL) ACADEMIC ACHIEVEMENT

Provisions on partial award of credit have been updated to reflect revised Administrative Code rules, effective March 15, 2020. The rules revised terminology regarding awarding of credit proportionately when a student receives a passing grade in "half" of a course, rather than per "semester."

New Administrative Code rules, effective March 30, 2020, address transition assistance for highly mobile students who are homeless or in substitute care and require districts to:

- Adopt local policy to assist with awarding credit for a course that was earned prior to the student enrolling in or transferring to the district [see FD(LOCAL) recommendations in Update 115],
- Develop credit recovery plans for students who were denied credits outside the district or if the student's credit deficit would impede on-time promotion or graduation,
- Create course transition plans for students who were denied credit,
- Develop and administer personal graduation plans for junior or middle school students, and
- Comply with existing Education Code provisions regarding awarding of diplomas.

EI(LOCAL) ACADEMIC ACHIEVEMENT

Provisions on partial credit have been updated to reflect revised Administrative Code rules, which changed terminology regarding awarding of credit proportionately when a student receives a passing grade in "half" of a course, rather than per "semester."

To provide flexibility, Policy Service is recommending deletion of the statement that a student shall be required to retake only the portion of the course with a failing grade. The ways a student can earn credit for the failed part of a course can include various methods other than retaking the failed portion, and board policy is not required to specify which particular method may be used.

EIF(LEGAL) ACADEMIC ACHIEVEMENT: GRADUATION

Beginning with students enrolled in the 12th grade in the 2021–22 school year, HB 3 will require a student to complete and submit a federal or Texas application for financial aid to graduate. The provision has been added to the policy manual now in case the district starts receiving questions about this provision. TEA will be issuing rules with more details.

Details on forming an individual graduation committee, including acceptable alternate members, have been added from amended Administrative Code rules, effective February 10, 2020.

Administrative Code rules effective November 24, 2019, provide that a student who completes the core curriculum of an institution of higher education meets the curriculum requirements for the foundation high school program, earns an endorsement and the distinguished level of achievement, and is entitled to a high school diploma.

Provisions on transitioning to the foundation high school program have been deleted from law.

EKB(LEGAL) TESTING PROGRAMS: STATE ASSESSMENT

Changes to this legally referenced policy on assessments include:

- Additional detail on end-of-course assessments, for more complete information;
- Deletion of detailed provisions on use of the TSI as a substitute assessment in lieu of a statutory reference; and
- Revisions to testing requirements for accountability purposes based on amended Administrative Code rules, effective February 23, 2020.

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EKC(LLEGAL)

TESTING PROGRAMS: READING ASSESSMENT

Effective with the 2020–21 school year, HB 3 requires a district to administer the commissioner-adopted reading instrument or the commissioner-approved alternative reading instrument to students at the kindergarten level and report results of reading instruments to parents within 60 calendar days of administration.

ELA(LLEGAL)

CAMPUS OR PROGRAM CHARTERS: PARTNERSHIP CHARTERS

This legally referenced policy on partnership charters has been significantly revised in accordance with amended Administrative Code rules, effective March 31, 2020. The rules:

- State that operating partners have final and sole authority over certain campus decisions;
- Add numerous requirements for performance contracts; and
- Update the TEA approval process.

In accordance with amended Administrative Code rules, effective September 1, 2019, a performance contract for a partnership charter only needs to include assurances that the district has consulted with relevant campus personnel if the partnering entity is an open enrollment charter school and not for other partnering entities approved by TEA.

F(LLEGAL)

STUDENTS

Update 115 includes reorganization of student mental health provisions. As a result:

- FFE has been renamed Counseling and Mental Health;
- FFEA has been renamed Counseling; and
- FFEB has been renamed Mental Health.

FB(LLEGAL)

EQUAL EDUCATIONAL OPPORTUNITY

The provisions on required grievance procedures and retaliation have been updated based on the new Title IX regulations.

FB(LOCAL)

EQUAL EDUCATIONAL OPPORTUNITY

The provision on the Title IX coordinator has been updated in response to the new Title IX regulations. Corresponding wording changes were made to the ADA/Section 504 coordinator text.

FB(EXHIBIT)

EQUAL EDUCATIONAL OPPORTUNITY

The new Title IX regulations require districts to notify employees, students, parents, and others of the Title IX coordinator's contact information, which now must include an email address. For consistency, Policy Service recommends adding an email address for the district's ADA/Section 504 coordinator.

If you have not already completed the survey from Policy Service regarding coordinator contact information, including providing email addresses for each coordinator, please do so in order for your policy consultant to update this exhibit.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

FD(LOCAL)

ADMISSIONS

New Administrative Code rules, effective March 30, 2020, address transition assistance for highly mobile students who are homeless or in substitute care and require districts to adopt local policy to assist with

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awarding credit to a student who is homeless or in substitute care for a course that was earned prior to the student enrolling in or transferring to the district. See Transition Assistance for recommended text to comply with this local policy requirement.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

Please note: The cross-reference to FC has been deleted at Students from Charter, Home, Parochial, and Private Schools since the district does not have a policy at this code.

FDB(LEGAL) ADMISSIONS: INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

Clarification has been added regarding transfer of a student with a disability who receives special education services and who engaged in bullying.

FEA(LEGAL) ATTENDANCE: COMPULSORY ATTENDANCE

From HB 3, we have added a provision, effective September 1, 2020, clarifying that a student is not required to attend school for the additional instructional days for which a district receives a financial incentive under Education Code 48.0051. See FEB(LEGAL) for more information.

FEB(LEGAL) ATTENDANCE: ATTENDANCE ACCOUNTING

Amended Administrative Code rules, effective December 25, 2019, delete the reference to taking attendance during the second or fifth instructional hour and specify that attendance shall be taken at the official attendance-taking time during the campus's instructional day. There is no requirement to include the official attendance-taking time in policy; it may be designated in district procedures.

From HB 3, we have added a provision, effective September 1, 2020, under which a district may receive a financial incentive for offering an additional 30 days of half-day instruction above the required minimum number of minutes for students in prekindergarten through fifth grade.

FEB(LOCAL) ATTENDANCE: ATTENDANCE ACCOUNTING

Recommended revisions to this local policy on attendance accounting are to address amended Administrative Code rules that delete the reference to taking attendance during the second or fifth instructional hour and specify that attendance shall be determined at the official attendance-taking time during the campus's instructional day. The recommended text assigns to the superintendent the responsibility of designating the district's official attendance-taking time. Note that there is no requirement to include the official attendance-taking time in policy; it may be designated in district procedures.

See FEB in the [TASB Regulations Resource Manual](#).

FFAC(LEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

Provisions on nursing peer review committees have been moved to DP(LEGAL).

Provisions on psychotropics and psychiatric evaluations have been moved to FFEB(LEGAL).

FFAE(LEGAL) WELLNESS AND HEALTH SERVICES: SCHOOL-BASED HEALTH CENTERS

HB 18 permits the board (in addition to a local health education and health-care advisory council) to initiate the establishment of a school-based health center at a campus. The bill also expands the list of services that may be provided at school-based health centers to include physical health care, treatment of mental health conditions, and treatment for substance abuse.

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Other changes from HB 18 address parental consent for referrals, the membership of the advisory council, and coordination with existing providers.

FFB(LEGAL) STUDENT WELFARE: CRISIS INTERVENTION

Provisions on the recommended best practice programs and research-based practices on student mental health have been moved to FFEB(LEGAL).

FFC(LEGAL) STUDENT WELFARE: STUDENT SUPPORT SERVICES

New Administrative Code rules, effective March 30, 2020, address transition assistance for highly mobile students who are homeless or in substitute care. The rules address processes and practices on the following:

- Transferring student records;
- Developing systems to ease transition for students, including welcome packets, introductions, and mechanisms for receiving school nutrition program benefits;
- Convening enrollment conferences;
- Determining appropriate placement in educational programs and courses;
- Facilitating participation in extracurricular programs;
- Promoting postsecondary information; and
- Notifying the educational decision-maker and caseworker of events that significantly impact the student's education.

FFE(LEGAL) STUDENT WELFARE: COUNSELING AND MENTAL HEALTH

Provisions on counseling have been moved to FFEA.

FFEA(LEGAL) COUNSELING AND MENTAL HEALTH: COUNSELING

This legally referenced policy has been reorganized to focus on both behavioral and academic counseling programs. As a result:

- Personnel provisions on school counselors and their duties have been moved to DP(LEGAL), and
- Various provisions regarding consent to counseling services previously at FFE(LEGAL) have been moved to this code.

From HB 18, we have added a provision requiring a school counselor to work with various stakeholders to plan, implement, and evaluate a comprehensive school counseling program.

From HB 114, we have added a provision applicable with the 2020–21 school year requiring a school counselor to provide information regarding availability of college credit for military experience, education, and training obtained during military service.

FFEB(LEGAL) COUNSELING AND MENTAL HEALTH: MENTAL HEALTH

This legally referenced policy has been added to focus on student mental health programs. As a result, provisions on psychotropics and psychiatric evaluations previously at FFAC(LEGAL) have been moved to this code.

The policy now addresses the various mental health programs, as revised by HB 18, for which the district must develop practices and procedures. The practices and procedures must be included in the student

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handbook and district improvement plan. The 2020–21 [TASB Model Student Handbook](#) has been updated to meet this requirement.

FFG(LLEGAL) STUDENT WELFARE: CHILD ABUSE AND NEGLECT

This legally referenced policy on child abuse and neglect has been significantly revised based on amended Administrative Code rules, effective November 6, 2019. The rules address the required policy on sexual abuse, trafficking, and other maltreatment of students that must be included in the district improvement plan and the student handbook. The 2020–21 [TASB Model Student Handbook](#) has been updated to meet this requirement. The rules also revise the elements of the required child abuse and neglect reporting policy.

FFG(LOCAL) has been revised to comply with these rule changes.

FFG(LOCAL) STUDENT WELFARE: CHILD ABUSE AND NEGLECT

This local policy on child abuse and neglect has been significantly revised based on amended Administrative Code rules.

Recommended text is included to provide the required policy addressing sexual abuse, trafficking, and other maltreatment of students that must be included in the district improvement plan and the student handbook. The 2020–21 [TASB Model Student Handbook](#) has been updated to meet this requirement.

The rules also revise the elements of the required child abuse and neglect reporting policy. To ensure all the policy elements are addressed in board-adopted local policy, we have revised and moved provisions from FFG(EXHIBIT) into this local policy and recommend deletion of the exhibit.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

FFG(EXHIBIT) STUDENT WELFARE: CHILD ABUSE AND NEGLECT

As mentioned at FFG(LLEGAL), Administrative Code rules on child abuse and neglect were recently revised. To ensure that all required policy elements are addressed in board-adopted local policy, we have revised and moved provisions from this exhibit into FFG(LOCAL). This exhibit is recommended for deletion.

FFH(LLEGAL) STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

This legally referenced policy addressing discrimination, harassment, and retaliation against students has been significantly revised to include the new Title IX regulations, which define sexual harassment under Title IX and establish detailed procedures for how districts must respond to notice or allegations of sexual harassment.

The final Title IX regulations and related materials are available on the U.S. Department of Education [Office for Civil Rights](#) website.

Provisions on dating violence have been moved from BQ(LLEGAL) to this code on discrimination, harassment, and retaliation.

FFH(LOCAL) STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

Based on the new Title IX regulations, recommended revisions include the following.

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- The definition of Prohibited Conduct has been revised to include conduct that meets the Title IX definition of sexual harassment, but the policy retains the broader definitions of prohibited conduct in districts' current policies to ensure that all prohibited conduct is addressed.
- Text at Sex-Based Harassment and Investigation of Reports Other than Title IX directs readers to new provisions on responding to allegations of prohibited conduct that if proved would meet the definition of sexual harassment under Title IX, as the law requires a specific response process for these allegations. Allegations of prohibited conduct not based on sex or that would not meet the definition of sexual harassment under Title IX will follow the district's existing investigation process.
- The provision requiring an employee to report prohibited conduct has been updated to include either direct or indirect reports.
- Text at Response to Sexual Harassment—Title IX addresses legally required actions when the district receives notice or allegations of conduct that would meet the definition of sexual harassment under Title IX.
- New provisions direct the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations, as included in FFH(LLEGAL).
- To determine responsibility in a Title IX formal complaint of sexual harassment, the policy designates that the district will use a *preponderance of the evidence* standard. **If the board wishes to instead use the *clear and convincing evidence* standard, which is a higher standard of evidence, please contact the district's policy consultant.** The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by employees.
- Provisions on retaliation and false claims have been updated and moved to the end of the policy.

Policy Service also recommends updates to the examples for harassment to include cyberharassment and electronic communications.

TASB's Title IX model procedures are available in [TASB School Law eSource](#).

FFH(EXHIBIT) STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

The new Title IX regulations require districts to notify employees, students, parents, and others of the Title IX coordinator's contact information, which now must include an email address. For consistency, Policy Service recommends adding an email address for the district's ADA/Section 504 coordinator.

If you have not already completed the survey from Policy Service regarding coordinator contact information, including providing email addresses for each coordinator, please do so in order for your policy consultant to update this exhibit.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

FM(LLEGAL) STUDENT ACTIVITIES

The detailed list of honors classes for purposes of eligibility to participate in extracurricular activities has been deleted in lieu of a reference to the Administrative Code.

Existing statutory provisions on before- and after-school programs for elementary and middle school grades have been added.

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FMF(LOCAL)

STUDENT ACTIVITIES: CONTESTS AND COMPETITION

This local policy on student contests and competition is recommended for deletion. There is no requirement for board policy on these issues; the district's practices can be included in administrative procedures.

FNG(LOCAL)

STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES

Policy Service has revised the list of protected characteristics at Other Complaint Processes, item 1, to align with the list at FFH(LOCAL) above.

A recommended revision specifies that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 "calendar" days. This is an exception to how other timelines are calculated in the policy, which are based on "business" days in accordance with how days are defined.

See FNG in the [TASB Regulations Resource Manual](#) for updated complaint forms.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

GBAA(EXHIBIT)

INFORMATION ACCESS: REQUESTS FOR INFORMATION

This exhibit referring to the attorney general's guidelines for charges under the Public Information Act is being deleted. The citation to the Administrative Code where these charges are found has been added to GBAA(LEGAL).

See GBAA in the [TASB Regulations Resource Manual](#) for updated forms related to requests for information.

GF(LOCAL)

PUBLIC COMPLAINTS

A recommended revision specifies that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 "calendar" days. This is an exception to how other timelines are calculated in the policy, which are based on "business" days in accordance with how days are defined.

See GF in the [TASB Regulations Resource Manual](#) for updated complaint forms.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

GKA(LEGAL)

COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

Provisions on drones have been updated based on changes to federal law and replace previous provisions on model aircraft.

Vantage Points

A Board Member's Guide to Update 115

Please note: *Vantage Points* is an executive summary, prepared specifically for board members, of the local policies included in the update. The topic-by-topic outline and brief descriptions focus on key issues to help local officials understand changes found in the policies.

The description of local policy changes in *Vantage Points* is highly summarized. Please pay careful attention to the more detailed, district-specific Explanatory Notes and the policies in your localized update packet.

For questions, contact Policy Service at policy.service@tasb.org, call us at 800-580-7529, or visit our website at policy.tasb.org.

This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

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Update 115 focuses on updating and reorganizing several policies in the FFE series of the policy manual addressing student welfare. FFEA continues to focus on counseling, and a new code, FFEB, focuses on mental health provisions.

Several policies have been revised to incorporate the new Title IX regulations, effective August 14, 2020, which define sexual harassment under Title IX and establish detailed procedures for how districts must respond to notice or allegations of sexual harassment.

In addition to these changes, Update 115 includes several other policies affected by legislation from the 86th Legislative Session that were not included in Update 114 and incorporates numerous changes from revised Administrative Code rules.

We strongly encourage you to review the Explanatory Notes contained in your district's update packet for information specific to your local policies and background on changes to the legal policies. Please remember that (LEGAL) policies provide the legal framework for key areas of district operations; they are not adopted by the board.

Section B—Local Governance

Board Policy

A revision to **BF(LOCAL)** addressing board policy adoption clarifies that a district's legally referenced policies are not adopted by the board. The (LEGAL) policies provide information on current law and context for the district's (LOCAL) policies.

Section D—Personnel

Compensation and Benefits

For districts that provide paid vacation and holiday benefits, recommended revisions to **DED(LOCAL)** address the board's authorization of these programs, including which employees are eligible for the benefits. Administrative procedures are recommended to address the details of these programs to promote consistent, effective implementation and prevent conflict between policy and administrative procedures.

Discrimination, Harassment, and Retaliation

Revisions to **DIA(LOCAL)** incorporate the recent United States Supreme Court decision *Bostock v. Clayton County, Georgia*, which held that an adverse employment action against an employee on the basis of homosexuality or transgender status violates Title VII's prohibition on sex discrimination in employment. As a result, the policy clarifies that discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

Other revisions address the new Title IX regulations and:

- Include sexual harassment as defined by Title IX in the definition of prohibited conduct and clarify employee reporting requirements;

- Indicate that the district will follow the district’s existing investigation process to address allegations of prohibited conduct that would not meet the Title IX definition of sexual harassment;
- Add specific provisions outlining the legally required district response when the district receives notice or an allegation of conduct that could meet the definition of sexual harassment under Title IX;
- Add a requirement for the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations; and
- Designate the preponderance of the evidence standard to determine responsibility in formal complaints of sexual harassment under Title IX. **If the board wishes to instead use the clear and convincing evidence standard, which is a higher standard of evidence, please contact the district’s policy consultant.** The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by employees.

**Section E—
Instruction**

**Academic
Achievement**

Revised Administrative Code rules prompted revisions to **EI(LOCAL)** on academic achievement. Provisions on partial credit reflect new terminology from the rules regarding awarding of credit proportionately when a student receives a passing grade in “half” of a course, rather than per “semester.”

To provide flexibility, Policy Service recommends deletion of the statement in most districts’ policies that a student shall be required to retake only the portion of the course with a failing grade. There are various methods for a student to earn credit for the failed part of a course, and board policy is not required to specify which particular method may be used.

For those districts that did not have existing provisions on awarding course credit proportionately to a student who successfully completes only half a course, provisions have been recommended for the district’s consideration. **This is optional text; contact the district’s policy consultant if the district does not wish to include it.**

Some districts’ local policies included provisions on late enrollment or withdrawal of mobile students. To avoid conflict with new Administrative Code rules addressing transition assistance for highly mobile students who are homeless or in substitute care, which are addressed in **FD(LOCAL)**, below, Policy Service recommends deleting these provisions from **EI(LOCAL)**. Any specific practices in this area will need to align with the new rules and could be included in administrative procedures.

Section F— Students

Admissions

As mentioned above, recommended changes to **FD(LOCAL)** on admissions are based on new Administrative Code rules addressing transition assistance for highly mobile students who are homeless or in substitute care. The rules require districts to adopt local policy to assist with awarding credit to these students for a course that was earned prior to the student enrolling in or transferring to the district.

Attendance Accounting

Recommended revisions to **FEB(LOCAL)** on attendance accounting are to address amended Administrative Code rules. The rules remove the reference to taking attendance during the second or fifth instructional hour and specify that attendance shall be determined at the official attendance-taking time during the campus's instructional day. The recommended policy text assigns to the superintendent the responsibility of designating the district's official attendance-taking time. Note that there is no requirement to include the official attendance-taking time in policy; it may be designated in district procedures.

Child Abuse and Neglect

FFG(LOCAL) on child abuse and neglect has been significantly revised to comply with amended Administrative Code rules.

Recommended text is included to provide the required policy addressing sexual abuse, trafficking, and other maltreatment of children that must be included in the district improvement plan and the student handbook.

The rules also revise the elements of the required child abuse and neglect reporting policy. To ensure all the policy elements are addressed in board-adopted local policy, we have revised and moved provisions from **FFG(EXHIBIT)** into the local policy and recommend deletion of the exhibit.

Discrimination, Harassment, and Retaliation

Revisions to **FFH(LOCAL)** address the new Title IX regulations and are similar to those made at **DIA(LOCAL)**, above. The **FFH(LOCAL)** revisions:

- Include sexual harassment as defined by Title IX in the definition of prohibited conduct and clarify employee reporting requirements;
- Indicate that the district will follow the district's existing investigation process to address allegations of prohibited conduct that would not meet the Title IX definition of sexual harassment;
- Add specific provisions outlining the legally required district response when the district receives notice or an allegation of conduct that could meet the definition of sexual harassment under Title IX;
- Add a requirement for the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations; and

- Designate the preponderance of the evidence standard to determine responsibility in formal complaints of sexual harassment under Title IX. **If the board wishes to instead use the clear and convincing evidence standard, which is a higher standard of evidence, please contact the district’s policy consultant.** The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by employees.

Provisions in **FB(LOCAL)** on the district’s Title IX coordinator for students have been updated to include required language from the new Title IX regulations. Corresponding wording changes were also made to the ADA/Section 504 coordinator text.

Student and Parent Complaints

FNG(LOCAL) on grievances by students and parents includes a recommended revision to specify that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 “calendar” days unless the complaint is resolved at the administrative level. This is an exception to how other timelines are calculated in the policy, which are based on “business” days in accordance with how days are defined. In addition, we have reordered the list of protected characteristics at Other Complaint Processes, item 1, to align with revisions at FFH(LOCAL) above.

Section G—Community and Governmental Relations

Public Complaints

As with FNG(LOCAL), above, **GF(LOCAL)** on complaints by members of the public includes a recommended revision to specify that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 “calendar” days unless the complaint is resolved at the administrative level. This is an exception to how other timelines are calculated in the policy, which are based on “business” days in accordance with how days are defined.

Miscellaneous Deletions

Several local policies focusing on administrative details are recommended for deletion for those districts that had them. Board-adopted policy is not required on these topics.

- BDF(LOCAL)—citizen advisory committees
- DMD(LOCAL)—professional meetings
- FMF(LOCAL)—student contests and competitions

A message from TASB Governmental Relations

TASB Advocates for Public Schools

It's a given that state and federal legislation influences school district policy and practice. But did you know that school board members can influence legislation?

- As a private citizen who serves the public, [your voice has weight with legislators](#).¹
- By [engaging with TASB](#)² you can influence the TASB Advocacy Agenda by participating in our grassroots meetings, attending Delegate Assembly, serving on the TASB Legislative Advisory Council, and more.

If you have questions about TASB's advocacy efforts and programs, contact [TASB Governmental Relations](#)³ at 800-580-4885 or Dax.Gonzalez@tasb.org.

¹ Working with Legislators: <https://www.tasb.org/trustees/champion-your-district/working-with-legislators.aspx>

² Engage with TASB: <https://www.tasb.org/trustees/champion-your-district/engage-with-tasb.aspx>

³ TASB Governmental Relations: <https://gr.tasb.org>



(LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; omitted in Word)

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

Note: While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

Within the context of current law, the District shall be guided by Board-adopted written policies that are given appropriate distribution and are accessible to staff members, parents, students, and community residents.

Organization

Legally referenced policies contain provisions from federal and state statutes and regulations, case law, and other legal authority that together form the framework for local decision making and implementation. These policies are binding on the District until the cited provisions are repealed, revised, or superseded by legislative, regulatory, or judicial action.

[Legally referenced policies are not adopted by the Board.](#)

At each policy code the legally referenced policy and the Board-adopted local policy must be read together to further a full understanding of a topic.

Terms

The terms “Trustee” and “Board member” are used interchangeably in the local policy manual. Both terms are intended to reflect all the duties and obligations of the office.

[See AB for District name terminology.]

Harmony with Law

Newly enacted law is applicable when effective. No policy or regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

Severability

If any portion of a policy or its application to any person or circumstance is found to be invalid, that invalidity shall not affect other provisions or applications of policy that can be given effect without the invalid provision or application; and to this end the provisions of this policy manual are declared to be severable.

Policy Development

Policies and policy amendments may be initiated by the Superintendent, Board members, school personnel, or community citizens, but generally shall be recommended for the Board’s consideration by the Superintendent.

Official Policy Manual

The Board shall designate one copy of the local policy manual as the official policy manual of the District. The official copy shall be kept in the central administration office, and the Superintendent ~~or designee~~ shall be responsible for its accuracy and integrity and shall maintain a historical record of the District’s policy manual.

Adoption and Amendment

Local policies may be adopted or amended by a majority of the Board at any regular or special meeting, provided that Board members have had advance written notice of the proposed change and that it has been placed on the agenda for such meeting.

Local policies become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

TASB Localized
Updates

After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the District. If discrepancies occur between different copies of the manual, the version contained in the official policy manual shall be regarded as authoritative.

Note: This policy addresses discrimination, harassment, and retaliation ~~against~~~~involving~~ District employees. ~~For Title IX and other provisions regarding~~ ~~For~~ discrimination, harassment, and retaliation ~~against~~~~involving~~ students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

Definitions

Solely for purposes of this policy, the term “employee” includes former employees, applicants for employment, and unpaid interns.

Statement of Nondiscrimination

The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy ~~and is prohibited~~.

Discrimination

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee’s employment.

~~In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.~~

Prohibited Conduct

In this policy, the term “prohibited conduct” includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

~~Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]~~

Prohibited Harassment

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee’s race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee’s work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee’s performance, environment, or employment opportunities.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or

practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; **cyberharassment**; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other **negative** stereotypes; or other **kinds** ~~types~~ of aggressive conduct such as theft or damage to property.

Sex-Based Harassment

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

Sexual Harassment

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Examples

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, **contact**, or communication, **including electronic communication** ~~or contact~~.

Retaliation

~~The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.~~

Examples

~~Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.~~

Prohibited Conduct

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

Reporting Procedures

Any ~~An~~ employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced

prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

Definition of District Officials

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

Title IX Coordinator

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]

ADA / Section 504 Coordinator

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other ~~nondiscrimination~~ ~~antidiscrimination~~ laws.

Alternative Reporting Procedures

An employee shall not be required to report prohibited conduct to the person alleged to have committed ~~the conduct~~. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

To ensure the District's prompt investigation, reports ~~Reports~~ of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. ~~A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.~~

Notice of Report

Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

Any District employee who receives a report of prohibited conduct based on sex, including sexual harassment, shall immediately notify the Title IX coordinator.

Investigation of Reports Other Than Title IX ~~the Report~~

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that,

if proved, would meet the definition of sexual harassment under Title IX, see the procedures below at Response to Sexual Harassment—Title IX.

The District may request, but shall not ~~require~~~~insist upon~~, a written report. If a report is made orally, the District official shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~proved~~~~proven~~, would constitute prohibited conduct as defined by this policy. If so, the District ~~official~~ shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

Interim Action

If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

District Investigation

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the ~~campus~~ principal or supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

District Action

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.

The complainant may have a right to file a complaint with appropriate state or federal agencies.

Response to Sexual Harassment—Title IX

General Response

For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and administrative procedures.

Title IX Formal Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the

District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or otherwise participates or refuses to participate in an investigation.

Examples

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, intimidation, coercion, unjustified negative evaluations, unjustified negative references, or increased surveillance.

Records Retention

The District shall retain copies of allegations ~~Copies of reports alleging prohibited conduct~~, investigation reports, and related records regarding any prohibited conduct in accordance with ~~shall be maintained by~~ the District's records control schedules, but ~~District~~ for no less than the minimum amount ~~a period~~ of time required by law. ~~at least three years.~~ [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

Access to Policy and Procedures

Information regarding this ~~This~~ policy and any accompanying procedures shall be distributed annually to District employees. Copies of the policy and procedures shall be ~~posted on the District's website, to the extent practicable, and readily available at each campus and the District's~~ ~~District~~ administrative offices.

PROFESSIONAL DEVELOPMENT
PROFESSIONAL MEETINGS AND VISITATIONS

DMD
(LOCAL)

**Meetings,
Conferences, and
Workshops**

~~Professional personnel may attend and participate in meetings, conferences, and workshops that will contribute to their professional growth and development. [See also DMA and DMG]~~

~~When attendance at such events is recommended or required by the administration, the Board, TEA, or UIL, personnel may attend with the Superintendent's approval. No salary deduction or loss of leave shall occur when attendance is recommended or required.~~

~~The Superintendent may grant additional absences to employees for attendance at meetings, conferences, and workshops that are of special interest to the employee.~~

Release Time

~~Requests for release time with pay to attend employee organization meetings, other than any such meetings approved for required staff development purposes, shall be considered on a case-by-case basis. The responsibility for justifying the school-related purpose to be accomplished by attendance shall rest with the employee. Approval shall be given only if the employee is on the program, has some official function, or can obtain specific information related to his or her job description that will assist the District in improving the instructional program.~~

Certificate of Coursework Completion

The District shall not issue a certificate of coursework completion to a student who fails to meet all state and local requirements for graduation. [See EIF, FMH]

Partial Credit

When a student earns a passing grade in only ~~half~~^{one semester} of a ~~two-semester~~ course and the combined grade for ~~both halves~~^{the two semesters} is lower than 70, the District shall award the student credit for the ~~half~~^{semester} with the passing grade. ~~The student shall be required to retake only the semester in which he or she earned the failing grade.~~

Note: The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

Title IX Coordinator The District ~~designates and authorizes the~~ ~~has designated a~~ Title IX coordinator for students to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. [See FB(EXHIBIT)]

ADA / Section 504 Coordinator The District ~~designates and authorizes the~~ ~~has designated an~~ ADA/Section 504 coordinator for students to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), as amended. [See FB(EXHIBIT)]

Superintendent The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

Equal Educational Opportunity
General Education The District shall provide necessary services and supports to provide students equal access to educational opportunities. [See EHBC]- Certain instructional or other accommodations, including on state-mandated assessments, may be made when necessary, when allowable, and when these accommodations do not modify the rigor or content expectations of a subject, course, or assessment. [See EKB]

Additional Services and Supports If the District has reason to believe that a student has a disability that may require additional services and supports in order for the student to receive an appropriate education as this term is defined by law, Section 504 and/or the Individuals with Disabilities Education Act (IDEA) shall govern the evaluation, services, and supports provided by the District. [See also EHBA series]

[For information regarding dyslexia and related disorders, see EHB.]

Note: The following provisions address the District's compliance efforts and system of procedural safeguards as required by federal regulations for a student with a disability as defined by Section 504. A report of discrimination or harassment based on a student's disability shall be made in accordance with FFH.

Section 504

Committees

The District shall form Section 504 committees as necessary. The Section 504 coordinator and members of each Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services and supports to a student who has a disability that results in a substantial limitation of a major life activity.

Each Section 504 committee shall be composed of a group of persons knowledgeable about the student, the meaning of the evaluation data, placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

Referrals

If a teacher, school counselor, administrator, or other District employee has reason to believe that a student may have a disability as defined by Section 504, the District shall evaluate the student. A student may also be referred for evaluation by the student's parent.

Notice and Consent

The District shall seek written parental consent prior to conducting a formal evaluation. Ordinary observations in the classroom or other school setting shall not require prior parental consent.

Evaluation and Placement

The results of an evaluation shall be considered before any action is taken to place a student with a disability or make a significant change in placement in an instructional program. The Superintendent shall ensure that the District's procedures for tests and other evaluation materials comply with the minimum requirements of law. In interpreting evaluation data and when making decisions related to necessary services and supports, each Section 504 committee shall carefully consider and document information from a variety of sources in accordance with law.

Review and Reevaluation Procedure

To address the periodic reevaluation requirement of law, the District shall adhere to the reevaluation timelines in the IDEA regulations.

A parent, teacher, or other District employee may request a review of a student's services and supports at any time, but a formal reevaluation shall generally occur no more frequently than once a year.

Examining Records

A parent shall make any request to review his or her child's education records to the campus principal or other identified custodian of records. [See FL]

Right to Impartial Hearing

A parent shall be given written notice of the due process right to an impartial hearing if the parent has a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with a disability. The impartial hearing

shall be conducted by a person who is knowledgeable about Section 504 issues and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney. The District and the parent shall be entitled to legal representation at the impartial hearing.

Records Retention

Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records ~~control~~retention schedules. [See CPC]

Persons Age 21 and Over

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

Registration Forms

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency

At the time of initial registration and on an annual basis thereafter, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.

The District shall require completion of a form containing information on each student seeking admission. If the student is not living with a parent, guardian, or other person having lawful control of the student, the District shall verify the student's reason for establishing a residence separate and apart from the student's parent, guardian, or other person having lawful control of the student under order of a court.

Verification of Residence Information

District staff in charge of enrollment procedures shall require additional documentation when a student's residence status is in question. The Superintendent or designee may verify a student's residence information by:

1. Requiring additional mail addressed to the person enrolling the student;
2. Visually inspecting the residence for evidence that the student indeed lives there; or
3. Applying the criteria outlined in the UIL Constitution and Contest Rules.

Exceptions

Proof of a student's residency shall be waived under the following circumstances:

Victims of Family Violence, Sexual Assault, or Stalking

1. When the student or the student's parent or guardian is a participant in the attorney general's address confidentiality program for victims of family violence, sexual assault, or stalking. The District shall accept a substitute post office box address designated by the attorney general if it is presented by a parent or student participating in the program.

Homeless Students

2. When the student is homeless as defined by law.

*Substantial Care
by Resident
Grandparent*

3. When the student is a nonresident for whom a resident grandparent provides a substantial amount of after-school care, as approved by the Board.

Minor Living Apart

Person Standing in
Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

The person standing in parental relation shall complete and return the power of attorney or the authorization agreement based on the District's timeline. The Superintendent may waive if the student's circumstances preclude compliance.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular
Activities

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

**Nonresident Student
in Grandparent's
After-School Care**

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent. The number of hours shall be established by the Board.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

The student shall be allowed to continue in enrollment as long as the grandparent provides the level of care established by the Board.

In accordance with Board action, the Superintendent shall have authority to waive these requirements on the basis of a student's extenuating circumstances.

Students from Charter, Home, Parochial, and Private Schools

A student in grades 9–12 who attends a charter, home, parochial, or private school and whose parents reside in the District may, upon request, be approved to attend the District high school serving the attendance zone in which the student lives in order to enroll for subjects not available to the student in the other school setting. ~~[See FC]~~

The student must be enrolled for a minimum of two class periods each day. After enrolling at the high school serving the attendance zone of the student’s residence, the student may then enroll for courses offered by the Center for Career and Technology Education or other specialized campuses or programs not available in the current setting.

A student who does not reside in the District shall be considered for such concurrent enrollment in accordance with the District’s interdistrict transfer policies. Full-day enrolled students within the District shall receive precedence on enrollment in any program over homeschool students and tuition assistance if applicable to the program. ~~[See FDA]~~

Appeal of Admission Decision

The Superintendent’s or the Superintendent’s designee’s determinations regarding residency and admissions may be appealed to the Board in accordance with policy FNG(LOCAL).

“Accredited” Defined

For the purposes of this policy, “accredited” shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

Grade-Level Placement

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.

3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Transfer of Credit

Accredited Texas
Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or
Nonaccredited
Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition
Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to determine transfer of credit for subjects and courses taken prior to enrollment.

[See EI]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

**Attendance
Accounting System**

The Superintendent shall be responsible for designating the official attendance-taking time during the campus's instructional day and maintaining a student attendance accounting system in accordance with statutory and TEA requirements. [See also FD for admissions and residency requirements.]

Alternative
Attendance-
Taking Recording
Time

The ~~When appropriate, the~~ Superintendent is authorized to ~~shall~~ establish written procedures permitting a campus to record absences ~~inspecify~~ an alternative hour from the District's official time for taking attendance-taking time other than the second or fifth instructional hour. ~~Exceptions may be authorized for an entire campus~~ or for a designated group of students at a campus. The alternative ~~time for recording~~ attendance-taking time shall be determined in accordance with TEA's *Student Attendance Accounting Handbook* and administrative regulations.

**Parental Consent to
Leave Campus**

The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.

**Program to Address
Child Sexual Abuse,
Trafficking, and
Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

Training

The District shall provide training to employees as required by law. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child
Abuse and Neglect**

Any person who has cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 48 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

~~Any~~ ~~by any~~ person is required to ~~shall~~ make a report if the person has cause to believe that an adult was a victim of abuse or neglect ~~im-~~
~~mediately~~ as a child and the person determines in good faith that

disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person. ~~required by law.~~

~~Reports shall be made in accordance with FFG(EXHIBIT).~~

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

Restrictions on Reporting

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

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

Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800) 252-5400 or the [Texas Abuse Hotline Website](#)ⁱ;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

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

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

Confidentiality

In accordance with state law, the identity of a person making a report of suspected child abuse or neglect shall be kept confidential

and disclosed only in accordance with the rules of the investigating agency.

Immunity

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

Failing to Report Suspected Child Abuse or Neglect

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

Responsibilities Regarding Investigations

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

ⁱ Texas Abuse Hotline Website: <http://www.txabusehotline.org>

Note: This policy addresses discrimination, harassment, and retaliation ~~against~~~~involving~~ District students. For provisions regarding discrimination, harassment, and retaliation ~~against~~~~involving~~ District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

Statement of Nondiscrimination

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, national origin, ~~age~~, disability, ~~age~~, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Discrimination

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, ~~age~~, disability, ~~age~~, or ~~on~~ any other basis prohibited by law, that adversely affects the student.

Prohibited Conduct

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

Prohibited Harassment

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, gender, national origin, ~~age~~, disability, ~~age~~, or any other basis prohibited by law, ~~when the conduct~~ ~~that~~ is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or
3. Otherwise adversely affects the student’s educational opportunities.

Prohibited harassment includes dating violence as defined by ~~law~~ ~~and~~ this policy.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or

practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; [cyberharassment](#); physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

Sex-Based Harassment

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

Sexual Harassment By an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
 - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
 - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or [other](#) inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

By Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, [contact](#), or communications, [including electronic communication](#) ~~or contact~~.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

Gender-Based Harassment

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; [cyberharassment](#); physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

Dating Violence

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

~~Retaliation~~

~~The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.~~

~~Examples~~

~~Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.~~

~~False Claim~~

~~A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.~~

~~Prohibited Conduct~~

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

**Reporting
Procedures**

Student Report

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

Employee Report	Any District employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.
<i>Definition of District Officials</i>	For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.
<i>Title IX Coordinator</i>	Reports of discrimination based on sex, including sexual harassment, or gender-based harassment, or dating violence , may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]
<i>ADA / Section 504 Coordinator</i>	Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]
<i>Superintendent</i>	The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.
Alternative Reporting Procedures	<p>An individualA student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
Timely Reporting	<p>To ensure the District's prompt investigation, reports Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.</p>
Notice to Parents	<p>The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.</p> <p>[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]</p>
Investigation of Reports Other Than Title IX the Report	<p>The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment,</p>

and dating violence, see the procedures below at [Response to Sexual Harassment—Title IX](#).

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

Initial Assessment Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~proved~~ proven, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.

If the District official determines that the allegations, if ~~proved~~ proven, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

Interim Action If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

District Investigation The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Criminal Investigation If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

Concluding the Investigation Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investiga-

tor shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.

Notification of Outcome

Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.

District Action

Prohibited Conduct

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

Corrective Action

Examples of corrective action may include a training program for those involved in the ~~report~~ ~~complaint~~, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination and harassment.

Bullying

If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

Response to Sexual Harassment–Title IX

General Response

For purposes of the District’s response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant’s wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District’s response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct.

Title IX Formal Complaint Process

To distinguish the process described below from the District’s general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District’s “Title IX formal complaint process.”

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District’s website. In compliance with Title IX regulations, the District’s Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;

4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student who refuses to participate in any manner in an investigation under Title IX.

Examples

Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

Records Retention

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records ~~control~~ retention schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

Access to Policy and Procedures

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

STUDENT ACTIVITIES
CONTESTS AND COMPETITION

FMF
(LOCAL)

UIL Activities

~~State Board and UIL rules shall govern interscholastic activities; however, Board policies and District rules may supplement State Board and UIL rules.~~

~~No event shall be scheduled and no student allowed to participate in any UIL event unless all pertinent rules and regulations are strictly enforced. The Superintendent or designee shall maintain all necessary records and reports. Sponsors and coaches are responsible for knowledge of and compliance with rules for eligibility and participation. [See FM]~~

Athletic Program

~~A well-rounded program of interscholastic athletics shall be maintained in the District secondary schools. The operation of the total program, including the starting and ending dates for each sport, shall be in accordance with regulations set by the UIL and the Board.~~

~~Supervision of the program shall be the responsibility of the Superintendent, but certain responsibilities may be delegated to other staff members. In each school, the principal shall have direct responsibility to maintain the athletic program as an integral part of the educational program of that school.~~

~~Interscholar competitive athletics shall not be part of the elementary grades' program. To the extent practicable, a program of intra-school sports activities for elementary students shall be maintained as part of the physical education program.~~

Non-UIL Activities

~~Contests and competitive activities that are sponsored by outside organizations shall not be recommended to students unless the activities supplement and do not interfere with the regular school program. Contests and competitive activities shall have the prior approval of the Superintendent or designee, who shall develop the necessary rules and regulations to implement this policy. [See FM]~~

Overnight Trips

~~Students involved in UIL competition that requires an overnight trip shall have their expenses paid by the District. [See also FM, FMG]~~

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability, ~~or religion~~ shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints concerning identification, evaluation, or educational placement of a student with a disability within the scope of Section 504 shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education Act shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with EF.
11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.

12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 **calendar** days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the

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deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, [unless otherwise noted](#). In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the

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level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students and parents shall file Level One complaints with the campus principal.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the

decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing on a form provided by the District within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board or, at the Board's discretion, to a designated hearing officer or Board subcommittee that shall, in turn, make a written recommendation for disposition to the Board. [See Appeal Heard by Hearing Officer and Appeal Heard by Board Subcommittee, below]

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

Hearing officers may be District employees who were not involved in the subject matter of the grievance or the grievance process or persons not employed by the District.

Appeal Heard by
the Board

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or par-

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ent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

Appeal Heard by
Hearing Officer

If the Board designates a hearing officer to hear the Level Three appeal, the hearing officer shall provide a Level Three hearing in accordance with the procedures utilized when the Board hears an appeal. Unless set by mutual agreement, the hearing must occur within 30 days of the date the Board assigns the grievance to a hearing officer. The hearing officer shall provide a written recommendation to Board Affairs within ten days after the hearing. A copy of the hearing officer's recommendation shall be provided to the parent or student and to the administration.

Board's Review

The Board must review the hearing officer's written recommendation no later than its first regular meeting following receipt of the same. The parent or student and the administration shall be given an opportunity at the meeting to respond to the hearing officer's recommendation either orally or in writing, at the Board's election.

Board's Decision

The Board shall then make and communicate its decision at any time up to and including the next regularly scheduled Board meeting. The Board may decide to accept, reject, or modify the recommendation of the hearing officer.

Appeal Heard by
Board
Subcommittee

A subcommittee is composed of three members of the Board.

A Board subcommittee must provide a Level Three hearing in accordance with the procedures utilized when the Board hears an appeal. The hearing must occur within 30 days of the date the Board assigns the grievance to a Board subcommittee. The Board subcommittee shall provide a written recommendation to Board Affairs

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

within ten days after the hearing. A copy of the Board subcommittee's recommendation shall be provided to the parent or student and to the administration.

Board's Review

The Board must review the Board subcommittee's written recommendation no later than its first regular meeting following receipt of the same. The parent or student and the administration shall be given an opportunity at the meeting to respond to the Board subcommittee's recommendation either orally or in writing, at the Board's election.

Board's Decision

The Board shall then make and communicate its decision at any time up to and including the next regularly scheduled Board meeting. The Board may decide to accept, reject, or modify the recommendation of the Board subcommittee.

Report

On a quarterly basis, the Superintendent shall submit a report to the Board identifying the number, subject matter, and status of all parent or student grievances pending in that quarter.

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with EF.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 **calendar** days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Guiding Principles

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on

the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, [unless otherwise noted](#). In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date

of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and
Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other

relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing on a form provided by the District within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the

decision to the Board or, at the Board's discretion, to a designated hearing officer or Board subcommittee that shall, in turn, make a written recommendation for disposition to the Board. [See Appeal Heard by Hearing Officer and Appeal Heard by Board Subcommittee, below.]

The appeal notice must be filed in writing on a form provided by the District within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

Hearing officers may be District employees who were not involved in the subject matter of the grievance or the grievance process or persons not employed by the District.

Appeal Heard by
the Board

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

Appeal Heard by
Hearing Officer

If the Board designates a hearing officer to hear the Level Three appeal, the hearing officer shall provide a Level Three hearing in accordance with the procedures utilized when the Board hears an appeal. Unless set by mutual agreement, the hearing must occur within 30 days of the date the Board assigns the grievance to a hearing officer. The hearing officer shall provide a written recommendation to Board Affairs within ten days after the hearing. A copy of the hearing officer's recommendation shall be provided to the individual and to the administration.

Board's Review

The Board must review the hearing officer's written recommendation no later than its first regular meeting following receipt of the same. The individual and the administration shall be given an opportunity at the meeting to respond to the hearing officer's recommendation either orally or in writing, at the Board's election.

Board's Decision

The Board shall then make and communicate its decision at any time up to and including the next regularly scheduled Board meeting. The Board may decide to accept, reject, or modify the recommendation of the hearing officer.

Appeal Heard by
Board
Subcommittee

A subcommittee is composed of three members of the Board.

A Board subcommittee must provide a Level Three hearing in accordance with the procedures utilized when the Board hears an appeal. The hearing must occur within 30 days of the date the Board assigns the grievance to a Board subcommittee. The Board subcommittee shall provide a written recommendation to Board Affairs within ten days after the hearing. A copy of the Board subcommittee's recommendation shall be provided to the individual and to the administration.

Board's Review

The Board must review the Board subcommittee's written recommendation no later than its first regular meeting following receipt of

the same. The individual and the administration shall be given an opportunity at the meeting to respond to the Board subcommittee's recommendation either orally or in writing, at the Board's election.

Board's Decision

The Board shall then make and communicate its decision at any time up to and including the next regularly scheduled Board meeting. The Board may decide to accept, reject, or modify the recommendation of the Board subcommittee.

Report

On a quarterly basis, the Superintendent shall submit a report to the Board identifying the number, subject matter, and status of all community grievances pending in that quarter.



Board Exhibit Cover Sheet

Meeting Date: July 23, 2020

Agenda Item/Exhibit Number: **II.F.5.**

Agenda Item Title: Approve Awarded Vendors for RFP Renewals

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Parker Langley, Todd Coleman, and Tony Aguilar

Executive Summary: The attached list includes vendors awarded for RFPs 18.11, 20.00, 20.01, and 20.03. Each vendor has agreed to honor their pricing from the original RFP term.

Recommendation: Approve Awarded Vendors for RFP Renewals

Budget Impact* (if applicable): Contract amounts to be presented to the Board on as a separate agenda item.

Funding Source (if applicable): Local Fund, Federal Fund, and RDSPD Fund

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements): TEC 44.031 and 2 CFR 200

Policy Reference (if applicable, list policy/regulation): CH (LOCAL)

Legal Review (if necessary, list attorney and firm):

Cheryl Hernandez
Cabinet Level Presenter's Signature

7/13/2020
Date

*CFO Signature (required if there is a budget impact)

Date

General Counsel's Signature

Date



General Fund

Contract #	Description/Justification of Purchase	Vendor(s)	Estimated Cost
RFP 20.00	Bus Body Work and Mechanical Repair	Smart's Truck and Trailer Beaumont Freightliner	\$150,000
RFP 20.01	Support Vehicle Body Work and Mechanical Repair	Baker Auto Repair Eastex Automotive	\$ 70,000
Estimated Total			\$220,000

Federal Fund

Contract #	Description/Justification of Purchase	Vendor(s)	Estimated Cost
RFP 18.11	Special Education Services including Speech Pathology, Physical Therapy, Occupational Therapy, Deaf Interpretation, Diagnostician Services, LRN/LVN Services, and Board Certified Behavioral Analyst Services	Autism and Behavioral Ardor Health Dragonfly Interpreting Kids Therapy, SET Southeast Texas Pediatric Specialized Assessments Team Elevate Therapy Staffing	\$950,000
RFP 20.03	Licensed Specialist in School Psychology Services	Southeast Texas Behavioral Solutions Dr. Steven Coats	\$ 200,000
Estimated Total			\$1,150,000



Board Exhibit Cover Sheet

Meeting Date: July 23, 2020

Agenda Item/Exhibit Number: **II.F.6.**

Agenda Item Title: Approve Contracts for Special Education Services

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Parker Langley

Executive Summary: The attached list reflects contracts over \$50,000.

Recommendation: Approve contracts for Special Education Services.

Budget Impact* (if applicable): Estimated \$ 1,225,000

Funding Source (if applicable): Federal Fund - \$ 950,000
Regional Day School Program for the Deaf Fund - \$ 275,000

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements): TEC 44.031 and 2 CFR 200

Policy Reference (if applicable, list policy/regulation): CH (LOCAL)

Legal Review (if necessary, list attorney and firm):

Cheryl Hernandez
Cabinet Level Presenter's Signature

7/13/2020
Date

*CFO Signature (required if there is a budget impact)

Date

General Counsel's Signature

Date

Federal Fund

Vendor	Department	Description/Justification of Purchase	Contract #	Price
Autism and Behavioral	Special Education	Provides services to students with autism spectrum disorders	RFP 18.11	\$ 100,000
Kids Therapy, SET	Special Education	Provides physical and occupational therapy to students	RFP 18.11	\$ 250,000
Southeast Texas Pediatric	Special Education	Provides speech pathology to students	RFP 18.11	\$ 300,000
Team Elevate	Special Education	Provides Board Certified Behavior Analysis, Speech Pathology, Occupational Therapy, and Physical Therapy	RFP 18.11	\$ 100,000
Southeast Texas Behavioral Solutions	Special Education	Provides Licensed Specialist in School Psychology Services	RFP 20.03	\$ 100,000
Steven Coats, PhD	Special Education	Provides Licensed Specialist in School Psychology Services	RFP 20.03	\$ 100,000
Estimated Total				\$950,000



Regional Day School Program for the Deaf Fund

Vendor	Department	Description/Justification of Purchase	Contract #	Price
Dragonfly Interpreting	Special Education	Provides interpreting services for students in the Regional Day School Program for the Deaf	RFP 18.11	\$275,000
Estimated Total				\$275,000

SERVICES AGREEMENT FOR BISD EXPENDITURES

This Services Agreement ("Agreement") is made and entered into by and between the Beaumont Independent School District ("BISD"), located in Beaumont, Texas, and Autism and Behavioral Tech ("Contractor"), located in Houston, Texas, for Contractor to provide services to BISD in accordance with the terms and conditions specified herein.

Recitals

BISD is a political subdivision of the State of Texas, established to promote education in Beaumont, Texas. Both BISD and Contractor desire to set forth in writing the terms and conditions of their agreement. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

- 1. Purpose.** BISD agrees to retain Contractor and Contractor agrees to provide services to BISD as Contractor and to perform the duties and all necessary labor and resources needed to provide the services set forth in Paragraph 3 – Scope of Work. Contractor shall also perform such other related services and duties as are customarily performed by a Contractor in a similar position.
- 2. Term.** This Agreement is for services beginning 08/01/2020 and ending 07/31/2021 ("Term"). All extensions of this Agreement shall be subject to the terms and conditions specified herein.
- 3. Scope of Work.** Exhibit A includes a detailed Scope of Work that sets out the services (hereinafter "Services") Contractor agrees to provide.
- 4. Independent Contractor Status.** It is the intention of the parties that Contractor be an independent contractor and not an employee, agent, joint venturer, or partner of BISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BISD and either Contractor or any employee or agent of Contractor. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. Contractor shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by BISD hereunder and Contractor shall indemnify and hold BISD harmless in this regard.
- 5. Review of Progress.** Contractor will work to meet all timelines mutually established by Contractor and BISD. BISD reserves the right to monitor the progress of Contractor.
- 6. Changes & Amendments.** During the Term of the Agreement (see Paragraph 2), BISD and Contractor reserve the right to make changes to the Services the Contractor is required to provide pursuant to this Agreement. This Agreement may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. All such changes shall be made in writing and agreed to by both parties.
- 7. Assignment.** Neither this Agreement nor any duties or obligations under it shall be assignable by Contractor without the prior written acknowledgement and authorization of BISD.
- 8. Compensation.** BISD will pay Contractor an amount not to exceed \$ 100,000 plus expenses of \$ 115.00 per hour for Services provided in Exhibit A. Contractor will

invoice BISD periodically throughout the Term of the Agreement in accordance with Section 29 of this Agreement. BISD is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s) to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that BISD is required to refund any funding received from a state or federal grant awarding agency relating to Contractor's Work, to the maximum extent permitted by applicable law, Contractor shall repay to BISD, on demand, the amount of any such disallowed costs and/or refund. BISD may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.

9. Intellectual Property. Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

10. Ownership of Work Product. All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of BISD, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Contractor shall deliver all such materials to BISD upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by BISD for use by Contractor in connection with the Services performed under this Agreement will remain BISD's property. Any pre-existing programs, data, or other materials furnished and owned by Contractor for use by Contractor in connection with the Services performed under this Agreement will remain Contractor's property.

11. Professional Services. This Agreement (check applicable box) is / is not for professional services and governed by the Professional Services Procurement Act, TEX. GOV'T CODE Ch. 2254. Contractor represents and warrants that Contractor has demonstrated competence and possesses qualifications to perform the Services and is performing the Services for a fair and reasonable price. Contractor further represents and warrants that the professional fees under the Agreement do not exceed any maximum provided by law.

12. Conflict of Interest. During the Term of Contractor's service to BISD, Contractor shall not, directly or indirectly, whether for Contractor's own account or for or with any other person or entity whatsoever, employ, solicit, or endeavor to entice away any person who is employed by BISD.

13. Criminal History Certification. Contractor shall complete the "Criminal History Certification" regarding the criminal history of covered employees and the "Felony Conviction Notice," both of which are incorporated by reference herein. Noncompliance or misrepresentation regarding these certifications may be grounds for termination of this Agreement.

14. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS BISD, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES), OR CLAIMS FOR INJURY OR DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, "CLAIM") TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CONTRACTOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

15. Non-appropriation of funds. The Term of this Agreement is a commitment of BISD current revenue only. Notwithstanding anything to the contrary in this Agreement, BISD is obligated to make payments only as approved each year by BISD's Board of Trustees. BISD's Board of Trustees retains the right to terminate the

Agreement at the expiration of each budget period of BISD. To the extent that BISD will use federal grant funds to fulfill its obligations under this Agreement, Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by BISD from the awarding agency. As such, if BISD does not receive sufficient funding for the services provided in this Agreement, BISD may terminate this Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor. Services rendered in accordance with this Agreement shall be funded by Federal [funding source(s)]. Payment for services rendered shall be allocated as follows: 100 % funded by Federal [funding source]; and ___% funded by _____ [additional funding source, if applicable].

16. Non-Exclusivity. Nothing in this Agreement may be construed to imply that Contractor has the exclusive right to provide BISD Services. During the Term of this Agreement, BISD reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of Contractor.

17. Performance. Contractor agrees that Contractor's Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from BISD. If Contractor is unable to complete the work in this manner based on the mutually agreed upon time, Contractor shall notify BISD's Director of Purchasing in writing.

18. Termination. Either party for any reason upon thirty (30) days written notice may terminate this Agreement without cause. BISD will be responsible for payment for Services that have been accepted by BISD up to the termination date.

BISD may, by written notice, immediately terminate this Agreement if Contractor has defaulted in whole or in part, refuses or fails to comply with the provisions of this Agreement, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the Services within the same time period specified or any written extension thereof. In such event, BISD may obtain comparable Services elsewhere and either deduct the costs of obtaining such Services from any amount owed Contractor or Contractor shall reimburse BISD for such costs incurred by BISD.

19. Inspection and Acceptance of Service. BISD reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, BISD may (i) require Contractor to perform the Services again in conformity with such requirements, with no additional charge to BISD; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to BISD in this Agreement or otherwise available by law.

20. Subcontractors. If BISD gives written permission for Contractor to subcontract any of the Services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor shall require each subcontractor to maintain and to furnish Contractor with satisfactory evidence of Workers Compensation, Employer's Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.

21. Insurance. Unless an appropriate BISD representative agrees to waive the requirements by initialing the designated space near the signature block below, Contractor shall comply with all of BISD's insurance requirements. Contractor shall provide Certificates of Insurance evidencing the Insurance Requirements prior to

the start of work. Contractor shall maintain insurance coverage in the amounts specified by BISD. Certificates of Insurance on the current ACORD form shall be issued to BISD showing all required insurance coverage.

22. Force Majeure. The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

23. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed as to the address listed in the signature line of this Agreement.

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

24. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be a court of competent jurisdiction in Jefferson County, Texas.

25. No Waiver of BISD's Immunity. The execution of this Agreement and the performance of BISD of any of its obligations hereunder are not, and are not intended to waive or relinquish, and BISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to BISD, its trustees, officers, employees, or agents under federal or Texas laws.

26. Entire Agreement. The Agreement, the procurement solicitation issued by BISD, RFP # 18.11, Contractor's proposal submitted in response to BISD's procurement solicitation, and the attached and incorporated addendum, exhibits, and documents/forms contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by BISD or Contractor's proposal submitted in response to BISD's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by BISD and Contractor's proposal submitted in response to BISD's procurement solicitation, BISD's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Contractor after the Effective Date of this Agreement.

27. 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.

28. Debarment and Suspension. Pursuant to Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. When federal funds are expended by BISD under this Agreement, Contractor certifies that during the term of this Agreement, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Contractor shall immediately provide written notice to BISD if at any time Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. BISD may rely upon Contractor's certification that Contractor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless BISD knows the certification is erroneous.

29. Invoices. Contractor is required to submit original invoices to the BISD Business Office ATTN: Accounts Payable. The invoices can be mailed through the postal service to BISD Business Office ATTN: Accounts Payable, 3395 Harrison Avenue, Beaumont, Texas 77706, or emailed to invoices@bmtisd.com.

The invoices should include the following:

1. Date of invoice
2. Period of service
3. List of services provided
4. Location where services were provided
5. Invoice number
6. Contact information
7. Deliverables under the contract
8. Certification of service provided through a signature by company representative

Contractor is required to submit to BISD a completed IRS Form W-9, Criminal History Certification, Felony Conviction Notice, Conflict of Interest Questionnaire, and any other forms required of BISD before payment is rendered. Payment to Contractor shall be made only after Services are performed and not before. Advance payment to Contractor is strictly prohibited.

Contractor shall submit invoices within a timely manner during BISD's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Contractor within forty-five (45) days after the later of the following: (1) the date BISD receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date BISD receives an invoice for the goods or service. Contractor agrees to pay any subcontractors, if any, the appropriate share of the payment received from BISD not later than the tenth (10th) day after the date Contractor receives the payment from BISD. The exceptions to payments made by BISD and/or Contractor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

Failure to send the invoices to the Accounts Payable Office will delay payment. Contractor certifies that no work has been performed before the effective date of this Agreement. Invoices submitted by Contractor for work performed prior to the effective date of the Agreement may not be honored by BISD, in BISD's sole discretion.

30. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. If applicable, Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in BISD's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 CFR Part 200," which is incorporated by reference herein. Contractor further

certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any BISD vendor packet completed by Contractor, which is incorporated by reference herein.

Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

31. Confidential Data of BISD. In the course of performing duties under this Agreement, Contractor may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and school districts being served by BISD and employees of BISD. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of BISD, either during the Term of this Agreement or after such Term.

Contractor acknowledges that BISD would be irreparably injured if Contractor were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for Contractor's own purposes or benefit and that money damages would not compensate BISD for such irreparable injury.

Contractor further acknowledges that to the extent Contractor receives confidential student information during the performance of duties under this Agreement, Contractor is considered a "school official" in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and shall not disclose confidential student information or education records.

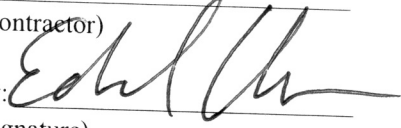
32. Warranties. All goods and/or services provided by Contractor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of BISD's acceptance of the product and/or service or payment of the applicable invoice. Contractor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by BISD. In addition, Contractor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Contractor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

Insurance Requirements Waiver—IF the Insurance Requirements are not applicable to the Services or if BISD otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate BISD representative may waive the requirements by initialing here: →

Otherwise, Contractor must satisfy the Insurance Requirements specified in this Agreement.

In witness whereof, BISD and Contractor have executed this Agreement to be effective on the date specified in Term above:

Autism & Behavioral

(Contractor)
By: 
(Signature)

Beaumont Independent School District

By: _____
(Signature)
Clifton English
Purchasing Agent
3395 Harrison Avenue
Beaumont, Texas 77706
409-617-5000

**EXHIBIT A
SCOPE OF WORK**

Contractor Autism & Behavioral	BISD
<p align="center"><u>Services/Obligations/Deadlines</u></p> <p>On-site consultation at campuses. Classroom-specific and program-specific staff training. Conducting assessments with students (e.g., FBA). Developing Behavior Intervention Plans (BIP). Developing IEP goals/objectives for students. Attending ARD meetings when needed. Collaboration with campus and district administrators. Other services not listed above.</p>	<p align="center"><u>Obligations</u></p>

SERVICES AGREEMENT FOR BISD EXPENDITURES

This Services Agreement (“Agreement”) is made and entered into by and between the Beaumont Independent School District (“BISD”), located in Beaumont, Texas, and Kids Therapy, SET (“Contractor”), located in Vidor, Texas, for Contractor to provide services to BISD in accordance with the terms and conditions specified herein.

Recitals

BISD is a political subdivision of the State of Texas, established to promote education in Beaumont, Texas. Both BISD and Contractor desire to set forth in writing the terms and conditions of their agreement. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Purpose. BISD agrees to retain Contractor and Contractor agrees to provide services to BISD as Contractor and to perform the duties and all necessary labor and resources needed to provide the services set forth in Paragraph 3 – Scope of Work. Contractor shall also perform such other related services and duties as are customarily performed by a Contractor in a similar position.

2. Term. This Agreement is for services beginning 08/01/2020 and ending 07/31/2021 (“Term”). All extensions of this Agreement shall be subject to the terms and conditions specified herein.

3. Scope of Work. Exhibit A includes a detailed Scope of Work that sets out the services (hereinafter “Services”) Contractor agrees to provide.

4. Independent Contractor Status. It is the intention of the parties that Contractor be an independent contractor and not an employee, agent, joint venturer, or partner of BISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BISD and either Contractor or any employee or agent of Contractor. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. Contractor shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by BISD hereunder and Contractor shall indemnify and hold BISD harmless in this regard.

5. Review of Progress. Contractor will work to meet all timelines mutually established by Contractor and BISD. BISD reserves the right to monitor the progress of Contractor.

6. Changes & Amendments. During the Term of the Agreement (see Paragraph 2), BISD and Contractor reserve the right to make changes to the Services the Contractor is required to provide pursuant to this Agreement. This Agreement may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. All such changes shall be made in writing and agreed to by both parties.

7. Assignment. Neither this Agreement nor any duties or obligations under it shall be assignable by Contractor without the prior written acknowledgement and authorization of BISD.

8. Compensation. BISD will pay Contractor an amount not to exceed \$250,000 plus expenses of \$100.00 per hour for Services provided in Exhibit A. Contractor will

invoice BISD periodically throughout the Term of the Agreement in accordance with Section 29 of this Agreement. BISD is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s) to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that BISD is required to refund any funding received from a state or federal grant awarding agency relating to Contractor's Work, to the maximum extent permitted by applicable law, Contractor shall repay to BISD, on demand, the amount of any such disallowed costs and/or refund. BISD may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.

9. Intellectual Property. Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

10. Ownership of Work Product. All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of BISD, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Contractor shall deliver all such materials to BISD upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by BISD for use by Contractor in connection with the Services performed under this Agreement will remain BISD's property. Any pre-existing programs, data, or other materials furnished and owned by Contractor for use by Contractor in connection with the Services performed under this Agreement will remain Contractor's property.

11. Professional Services. This Agreement (check applicable box) is / is not for professional services and governed by the Professional Services Procurement Act, TEX. GOV'T CODE Ch. 2254. Contractor represents and warrants that Contractor has demonstrated competence and possesses qualifications to perform the Services and is performing the Services for a fair and reasonable price. Contractor further represents and warrants that the professional fees under the Agreement do not exceed any maximum provided by law.

12. Conflict of Interest. During the Term of Contractor's service to BISD, Contractor shall not, directly or indirectly, whether for Contractor's own account or for or with any other person or entity whatsoever, employ, solicit, or endeavor to entice away any person who is employed by BISD.

13. Criminal History Certification. Contractor shall complete the "Criminal History Certification" regarding the criminal history of covered employees and the "Felony Conviction Notice," both of which are incorporated by reference herein. Noncompliance or misrepresentation regarding these certifications may be grounds for termination of this Agreement.

14. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS BISD, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES), OR CLAIMS FOR INJURY OR DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, "CLAIM") TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CONTRACTOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

15. Non-appropriation of funds. The Term of this Agreement is a commitment of BISD current revenue only. Notwithstanding anything to the contrary in this Agreement, BISD is obligated to make payments only as approved each year by BISD's Board of Trustees. BISD's Board of Trustees retains the right to terminate the

Agreement at the expiration of each budget period of BISD. To the extent that BISD will use federal grant funds to fulfill its obligations under this Agreement, Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award (“NOGA”) by BISD from the awarding agency. As such, if BISD does not receive sufficient funding for the services provided in this Agreement, BISD may terminate this Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor. Services rendered in accordance with this Agreement shall be funded by Federal _____ [funding source(s)]. Payment for services rendered shall be allocated as follows: 100 % funded by Federal _____ [funding source]; and _____% funded by _____ [additional funding source, if applicable].

16. Non-Exclusivity. Nothing in this Agreement may be construed to imply that Contractor has the exclusive right to provide BISD Services. During the Term of this Agreement, BISD reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of Contractor.

17. Performance. Contractor agrees that Contractor’s Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from BISD. If Contractor is unable to complete the work in this manner based on the mutually agreed upon time, Contractor shall notify BISD’s Director of Purchasing in writing.

18. Termination. Either party for any reason upon thirty (30) days written notice may terminate this Agreement without cause. BISD will be responsible for payment for Services that have been accepted by BISD up to the termination date.

BISD may, by written notice, immediately terminate this Agreement if Contractor has defaulted in whole or in part, refuses or fails to comply with the provisions of this Agreement, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the Services within the same time period specified or any written extension thereof. In such event, BISD may obtain comparable Services elsewhere and either deduct the costs of obtaining such Services from any amount owed Contractor or Contractor shall reimburse BISD for such costs incurred by BISD.

19. Inspection and Acceptance of Service. BISD reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, BISD may (i) require Contractor to perform the Services again in conformity with such requirements, with no additional charge to BISD; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to BISD in this Agreement or otherwise available by law.

20. Subcontractors. If BISD gives written permission for Contractor to subcontract any of the Services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor shall require each subcontractor to maintain and to furnish Contractor with satisfactory evidence of Workers Compensation, Employer’s Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.

21. Insurance. Unless an appropriate BISD representative agrees to waive the requirements by initialing the designated space near the signature block below, Contractor shall comply with all of BISD’s insurance requirements. Contractor shall provide Certificates of Insurance evidencing the Insurance Requirements prior to

the start of work. Contractor shall maintain insurance coverage in the amounts specified by BISD. Certificates of Insurance on the current ACORD form shall be issued to BISD showing all required insurance coverage.

22. Force Majeure. The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

23. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed as to the address listed in the signature line of this Agreement.

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

24. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be a court of competent jurisdiction in Jefferson County, Texas.

25. No Waiver of BISD's Immunity. The execution of this Agreement and the performance of BISD of any of its obligations hereunder are not, and are not intended to waive or relinquish, and BISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to BISD, its trustees, officers, employees, or agents under federal or Texas laws.

26. Entire Agreement. The Agreement, the procurement solicitation issued by BISD, RFP # 18.11, Contractor's proposal submitted in response to BISD's procurement solicitation, and the attached and incorporated addendum, exhibits, and documents/forms contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by BISD or Contractor's proposal submitted in response to BISD's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by BISD and Contractor's proposal submitted in response to BISD's procurement solicitation, BISD's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Contractor after the Effective Date of this Agreement.

27. 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.

28. Debarment and Suspension. Pursuant to Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. When federal funds are expended by BISD under this Agreement, Contractor certifies that during the term of this Agreement, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Contractor shall immediately provide written notice to BISD if at any time Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. BISD may rely upon Contractor's certification that Contractor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless BISD knows the certification is erroneous.

29. Invoices. Contractor is required to submit original invoices to the BISD Business Office ATTN: Accounts Payable. The invoices can be mailed through the postal service to BISD Business Office ATTN: Accounts Payable, 3395 Harrison Avenue, Beaumont, Texas 77706, or emailed to invoices@bmtisd.com.

The invoices should include the following:

1. Date of invoice
2. Period of service
3. List of services provided
4. Location where services were provided
5. Invoice number
6. Contact information
7. Deliverables under the contract
8. Certification of service provided through a signature by company representative

Contractor is required to submit to BISD a completed IRS Form W-9, Criminal History Certification, Felony Conviction Notice, Conflict of Interest Questionnaire, and any other forms required of BISD before payment is rendered. Payment to Contractor shall be made only after Services are performed and not before. Advance payment to Contractor is strictly prohibited.

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Contractor further acknowledges that to the extent Contractor receives confidential student information during the performance of duties under this Agreement, Contractor is considered a "school official" in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and shall not disclose confidential student information or education records.

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Otherwise, Contractor must satisfy the Insurance Requirements specified in this Agreement.

In witness whereof, BISD and Contractor have executed this Agreement to be effective on the date specified in Term above:

Kids Therapy, SET

(Contractor)

By: RSJ, T, DT
(Signature)

Beaumont Independent School District

By: _____

(Signature)
Clifton English
Purchasing Agent
3395 Harrison Avenue
Beaumont, Texas 77706
409-617-5000

**EXHIBIT A
SCOPE OF WORK**

Contractor	BISD
<p data-bbox="76 239 354 279">Kids Therapy, SET</p> <p data-bbox="272 291 643 323"><u>Services/Obligations/Deadlines</u></p> <p data-bbox="76 323 529 363">Occupational Therapy Services</p> <p data-bbox="76 363 461 403">Physical Therapy Services</p>	<p data-bbox="1101 291 1240 323"><u>Obligations</u></p>

SERVICES AGREEMENT FOR BISD EXPENDITURES

This Services Agreement (“Agreement”) is made and entered into by and between the Beaumont Independent School District (“BISD”), located in Beaumont, Texas, and Southeast Texas Pediatric (“Contractor”), located in Beaumont, Texas, for Contractor to provide services to BISD in accordance with the terms and conditions specified herein.

Recitals

BISD is a political subdivision of the State of Texas, established to promote education in Beaumont, Texas. Both BISD and Contractor desire to set forth in writing the terms and conditions of their agreement. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Purpose. BISD agrees to retain Contractor and Contractor agrees to provide services to BISD as Contractor and to perform the duties and all necessary labor and resources needed to provide the services set forth in Paragraph 3 – Scope of Work. Contractor shall also perform such other related services and duties as are customarily performed by a Contractor in a similar position.

2. Term. This Agreement is for services beginning 08/01/2020 and ending 07/31/2021 (“Term”). All extensions of this Agreement shall be subject to the terms and conditions specified herein.

3. Scope of Work. Exhibit A includes a detailed Scope of Work that sets out the services (hereinafter “Services”) Contractor agrees to provide.

4. Independent Contractor Status. It is the intention of the parties that Contractor be an independent contractor and not an employee, agent, joint venturer, or partner of BISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BISD and either Contractor or any employee or agent of Contractor. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. Contractor shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by BISD hereunder and Contractor shall indemnify and hold BISD harmless in this regard.

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11. Professional Services. This Agreement (check applicable box) is / is not for professional services and governed by the Professional Services Procurement Act, TEX. GOV'T CODE Ch. 2254. Contractor represents and warrants that Contractor has demonstrated competence and possesses qualifications to perform the Services and is performing the Services for a fair and reasonable price. Contractor further represents and warrants that the professional fees under the Agreement do not exceed any maximum provided by law.

12. Conflict of Interest. During the Term of Contractor's service to BISD, Contractor shall not, directly or indirectly, whether for Contractor's own account or for or with any other person or entity whatsoever, employ, solicit, or endeavor to entice away any person who is employed by BISD.

13. Criminal History Certification. Contractor shall complete the "Criminal History Certification" regarding the criminal history of covered employees and the "Felony Conviction Notice," both of which are incorporated by reference herein. Noncompliance or misrepresentation regarding these certifications may be grounds for termination of this Agreement.

14. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS BISD, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES), OR CLAIMS FOR INJURY OR DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, "CLAIM") TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CONTRACTOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

15. Non-appropriation of funds. The Term of this Agreement is a commitment of BISD current revenue only. Notwithstanding anything to the contrary in this Agreement, BISD is obligated to make payments only as approved each year by BISD's Board of Trustees. BISD's Board of Trustees retains the right to terminate the

Agreement at the expiration of each budget period of BISD. To the extent that BISD will use federal grant funds to fulfill its obligations under this Agreement, Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award (“NOGA”) by BISD from the awarding agency. As such, if BISD does not receive sufficient funding for the services provided in this Agreement, BISD may terminate this Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor. Services rendered in accordance with this Agreement shall be funded by Federal _____ [funding source(s)]. Payment for services rendered shall be allocated as follows: 100 % funded by Federal _____ [funding source]; and _____% funded by _____ [additional funding source, if applicable].

16. Non-Exclusivity. Nothing in this Agreement may be construed to imply that Contractor has the exclusive right to provide BISD Services. During the Term of this Agreement, BISD reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of Contractor.

17. Performance. Contractor agrees that Contractor’s Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from BISD. If Contractor is unable to complete the work in this manner based on the mutually agreed upon time, Contractor shall notify BISD’s Director of Purchasing in writing.

18. Termination. Either party for any reason upon thirty (30) days written notice may terminate this Agreement without cause. BISD will be responsible for payment for Services that have been accepted by BISD up to the termination date.

BISD may, by written notice, immediately terminate this Agreement if Contractor has defaulted in whole or in part, refuses or fails to comply with the provisions of this Agreement, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the Services within the same time period specified or any written extension thereof. In such event, BISD may obtain comparable Services elsewhere and either deduct the costs of obtaining such Services from any amount owed Contractor or Contractor shall reimburse BISD for such costs incurred by BISD.

19. Inspection and Acceptance of Service. BISD reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, BISD may (i) require Contractor to perform the Services again in conformity with such requirements, with no additional charge to BISD; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to BISD in this Agreement or otherwise available by law.

20. Subcontractors. If BISD gives written permission for Contractor to subcontract any of the Services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor shall require each subcontractor to maintain and to furnish Contractor with satisfactory evidence of Workers Compensation, Employer’s Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.

21. Insurance. Unless an appropriate BISD representative agrees to waive the requirements by initialing the designated space near the signature block below, Contractor shall comply with all of BISD’s insurance requirements. Contractor shall provide Certificates of Insurance evidencing the Insurance Requirements prior to

the start of work. Contractor shall maintain insurance coverage in the amounts specified by BISD. Certificates of Insurance on the current ACORD form shall be issued to BISD showing all required insurance coverage.

22. Force Majeure. The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

23. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed as to the address listed in the signature line of this Agreement.

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

24. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be a court of competent jurisdiction in Jefferson County, Texas.

25. No Waiver of BISD's Immunity. The execution of this Agreement and the performance of BISD of any of its obligations hereunder are not, and are not intended to waive or relinquish, and BISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to BISD, its trustees, officers, employees, or agents under federal or Texas laws.

26. Entire Agreement. The Agreement, the procurement solicitation issued by BISD, RFP # 18.11, Contractor's proposal submitted in response to BISD's procurement solicitation, and the attached and incorporated addendum, exhibits, and documents/forms contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by BISD or Contractor's proposal submitted in response to BISD's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by BISD and Contractor's proposal submitted in response to BISD's procurement solicitation, BISD's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Contractor after the Effective Date of this Agreement.

27. 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.

28. Debarment and Suspension. Pursuant to Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. When federal funds are expended by BISD under this Agreement, Contractor certifies that during the term of this Agreement, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Contractor shall immediately provide written notice to BISD if at any time Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. BISD may rely upon Contractor's certification that Contractor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless BISD knows the certification is erroneous.

29. Invoices. Contractor is required to submit original invoices to the BISD Business Office ATTN: Accounts Payable. The invoices can be mailed through the postal service to BISD Business Office ATTN: Accounts Payable, 3395 Harrison Avenue, Beaumont, Texas 77706, or emailed to invoices@bmtisd.com.

The invoices should include the following:

1. Date of invoice
2. Period of service
3. List of services provided
4. Location where services were provided
5. Invoice number
6. Contact information
7. Deliverables under the contract
8. Certification of service provided through a signature by company representative

Contractor is required to submit to BISD a completed IRS Form W-9, Criminal History Certification, Felony Conviction Notice, Conflict of Interest Questionnaire, and any other forms required of BISD before payment is rendered. Payment to Contractor shall be made only after Services are performed and not before. Advance payment to Contractor is strictly prohibited.

Contractor shall submit invoices within a timely manner during BISD's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Contractor within forty-five (45) days after the later of the following: (1) the date BISD receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date BISD receives an invoice for the goods or service. Contractor agrees to pay any subcontractors, if any, the appropriate share of the payment received from BISD not later than the tenth (10th) day after the date Contractor receives the payment from BISD. The exceptions to payments made by BISD and/or Contractor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

Failure to send the invoices to the Accounts Payable Office will delay payment. Contractor certifies that no work has been performed before the effective date of this Agreement. Invoices submitted by Contractor for work performed prior to the effective date of the Agreement may not be honored by BISD, in BISD's sole discretion.

30. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. If applicable, Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in BISD's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 CFR Part 200," which is incorporated by reference herein. Contractor further

certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any BISD vendor packet completed by Contractor, which is incorporated by reference herein.

Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

31. Confidential Data of BISD. In the course of performing duties under this Agreement, Contractor may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and school districts being served by BISD and employees of BISD. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of BISD, either during the Term of this Agreement or after such Term.

Contractor acknowledges that BISD would be irreparably injured if Contractor were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for Contractor's own purposes or benefit and that money damages would not compensate BISD for such irreparable injury.

Contractor further acknowledges that to the extent Contractor receives confidential student information during the performance of duties under this Agreement, Contractor is considered a "school official" in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and shall not disclose confidential student information or education records.

32. Warranties. All goods and/or services provided by Contractor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of BISD's acceptance of the product and/or service or payment of the applicable invoice. Contractor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by BISD. In addition, Contractor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Contractor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

Insurance Requirements Waiver—IF the Insurance Requirements are not applicable to the Services or if BISD otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate BISD representative may waive the requirements by initialing here: →

Otherwise, Contractor must satisfy the Insurance Requirements specified in this Agreement.

In witness whereof, BISD and Contractor have executed this Agreement to be effective on the date specified in Term above:

Southeast Texas Pediatric

(Contractor)

By: RSJ FT, PT
(Signature)

Beaumont Independent School District

By: _____

(Signature)
Clifton English
Purchasing Agent
3395 Harrison Avenue
Beaumont, Texas 77706
409-617-5000

**EXHIBIT A
SCOPE OF WORK**

Contractor Southeast Texas Pediatric	BISD
<u>Services/Obligations/Deadlines</u> Speech Pathology Services	<u>Obligations</u>

SERVICES AGREEMENT FOR BISD EXPENDITURES

This Services Agreement (“Agreement”) is made and entered into by and between the Beaumont Independent School District (“BISD”), located in Beaumont, Texas, and Team Elevate (“Contractor”), located in Orange, Texas, for Contractor to provide services to BISD in accordance with the terms and conditions specified herein.

Recitals

BISD is a political subdivision of the State of Texas, established to promote education in Beaumont, Texas. Both BISD and Contractor desire to set forth in writing the terms and conditions of their agreement. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Purpose. BISD agrees to retain Contractor and Contractor agrees to provide services to BISD as Contractor and to perform the duties and all necessary labor and resources needed to provide the services set forth in Paragraph 3 – Scope of Work. Contractor shall also perform such other related services and duties as are customarily performed by a Contractor in a similar position.

2. Term. This Agreement is for services beginning 08/01/2020 and ending 07/31/2021 (“Term”). All extensions of this Agreement shall be subject to the terms and conditions specified herein.

3. Scope of Work. Exhibit A includes a detailed Scope of Work that sets out the services (hereinafter “Services”) Contractor agrees to provide.

4. Independent Contractor Status. It is the intention of the parties that Contractor be an independent contractor and not an employee, agent, joint venturer, or partner of BISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BISD and either Contractor or any employee or agent of Contractor. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. Contractor shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by BISD hereunder and Contractor shall indemnify and hold BISD harmless in this regard.

5. Review of Progress. Contractor will work to meet all timelines mutually established by Contractor and BISD. BISD reserves the right to monitor the progress of Contractor.

6. Changes & Amendments. During the Term of the Agreement (see Paragraph 2), BISD and Contractor reserve the right to make changes to the Services the Contractor is required to provide pursuant to this Agreement. This Agreement may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. All such changes shall be made in writing and agreed to by both parties.

7. Assignment. Neither this Agreement nor any duties or obligations under it shall be assignable by Contractor without the prior written acknowledgement and authorization of BISD.

8. Compensation. BISD will pay Contractor an amount not to exceed \$ 100,000 plus expenses of \$ \$100 -\$125/\$525 per hour/day for Services provided in Exhibit A. Contractor will

invoice BISD periodically throughout the Term of the Agreement in accordance with Section 29 of this Agreement. BISD is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s) to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that BISD is required to refund any funding received from a state or federal grant awarding agency relating to Contractor's Work, to the maximum extent permitted by applicable law, Contractor shall repay to BISD, on demand, the amount of any such disallowed costs and/or refund. BISD may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.

9. Intellectual Property. Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

10. Ownership of Work Product. All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of BISD, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Contractor shall deliver all such materials to BISD upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by BISD for use by Contractor in connection with the Services performed under this Agreement will remain BISD's property. Any pre-existing programs, data, or other materials furnished and owned by Contractor for use by Contractor in connection with the Services performed under this Agreement will remain Contractor's property.

11. Professional Services. This Agreement (check applicable box) is / is not for professional services and governed by the Professional Services Procurement Act, TEX. GOV'T CODE Ch. 2254. Contractor represents and warrants that Contractor has demonstrated competence and possesses qualifications to perform the Services and is performing the Services for a fair and reasonable price. Contractor further represents and warrants that the professional fees under the Agreement do not exceed any maximum provided by law.

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Agreement at the expiration of each budget period of BISD. To the extent that BISD will use federal grant funds to fulfill its obligations under this Agreement, Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award (“NOGA”) by BISD from the awarding agency. As such, if BISD does not receive sufficient funding for the services provided in this Agreement, BISD may terminate this Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor. Services rendered in accordance with this Agreement shall be funded by Federal _____ [funding source(s)]. Payment for services rendered shall be allocated as follows: 100 % funded by Federal _____ [funding source]; and _____% funded by _____ [additional funding source, if applicable].

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BISD may, by written notice, immediately terminate this Agreement if Contractor has defaulted in whole or in part, refuses or fails to comply with the provisions of this Agreement, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the Services within the same time period specified or any written extension thereof. In such event, BISD may obtain comparable Services elsewhere and either deduct the costs of obtaining such Services from any amount owed Contractor or Contractor shall reimburse BISD for such costs incurred by BISD.

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certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any BISD vendor packet completed by Contractor, which is incorporated by reference herein.

Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

31. Confidential Data of BISD. In the course of performing duties under this Agreement, Contractor may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and school districts being served by BISD and employees of BISD. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of BISD, either during the Term of this Agreement or after such Term.

Contractor acknowledges that BISD would be irreparably injured if Contractor were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for Contractor's own purposes or benefit and that money damages would not compensate BISD for such irreparable injury.

Contractor further acknowledges that to the extent Contractor receives confidential student information during the performance of duties under this Agreement, Contractor is considered a "school official" in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and shall not disclose confidential student information or education records.

32. Warranties. All goods and/or services provided by Contractor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of BISD's acceptance of the product and/or service or payment of the applicable invoice. Contractor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by BISD. In addition, Contractor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Contractor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

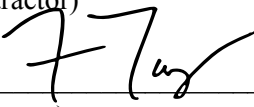
Insurance Requirements Waiver—IF the Insurance Requirements are not applicable to the Services or if BISD otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate BISD representative may waive the requirements by initialing here: →

Otherwise, Contractor must satisfy the Insurance Requirements specified in this Agreement.

In witness whereof, BISD and Contractor have executed this Agreement to be effective on the date specified in Term above:

Team Elevate

(Contractor)

By: 

(Signature)

Beaumont Independent School District

By: _____

(Signature)
Clifton English
Purchasing Agent
3395 Harrison Avenue
Beaumont, Texas 77706
409-617-5000

**EXHIBIT A
SCOPE OF WORK**

Contractor	BISD
<p>Team Elevate</p> <p><u>Services/Obligations/Deadlines</u></p> <p>Speech Pathology BCBA Occupational Therapy Physical Therapy</p>	<p><u>Obligations</u></p>

SERVICES AGREEMENT FOR BISD EXPENDITURES

This Services Agreement (“Agreement”) is made and entered into by and between the Beaumont Independent School District (“BISD”), located in Beaumont, Texas, and _____ (“Contractor”), located in _____, for Contractor to provide services to BISD in accordance with the terms and conditions specified herein.

Recitals

BISD is a political subdivision of the State of Texas, established to promote education in Beaumont, Texas. Both BISD and Contractor desire to set forth in writing the terms and conditions of their agreement. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Purpose. BISD agrees to retain Contractor and Contractor agrees to provide services to BISD as Contractor and to perform the duties and all necessary labor and resources needed to provide the services set forth in Paragraph 3 – Scope of Work. Contractor shall also perform such other related services and duties as are customarily performed by a Contractor in a similar position.

2. Term. This Agreement is for services beginning _____ and ending _____ (“Term”). All extensions of this Agreement shall be subject to the terms and conditions specified herein.

3. Scope of Work. Exhibit A includes a detailed Scope of Work that sets out the services (hereinafter “Services”) Contractor agrees to provide.

4. Independent Contractor Status. It is the intention of the parties that Contractor be an independent contractor and not an employee, agent, joint venturer, or partner of BISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BISD and either Contractor or any employee or agent of Contractor. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. Contractor shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by BISD hereunder and Contractor shall indemnify and hold BISD harmless in this regard.

5. Review of Progress. Contractor will work to meet all timelines mutually established by Contractor and BISD. BISD reserves the right to monitor the progress of Contractor.

6. Changes & Amendments. During the Term of the Agreement (see Paragraph 2), BISD and Contractor reserve the right to make changes to the Services the Contractor is required to provide pursuant to this Agreement. This Agreement may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. All such changes shall be made in writing and agreed to by both parties.

7. Assignment. Neither this Agreement nor any duties or obligations under it shall be assignable by Contractor without the prior written acknowledgement and authorization of BISD.

8. Compensation. BISD will pay Contractor an amount not to exceed \$ _____ plus expenses of \$ _____ per _____ for Services provided in Exhibit A. Contractor will

invoice BISD periodically throughout the Term of the Agreement in accordance with Section 29 of this Agreement. BISD is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s) to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that BISD is required to refund any funding received from a state or federal grant awarding agency relating to Contractor's Work, to the maximum extent permitted by applicable law, Contractor shall repay to BISD, on demand, the amount of any such disallowed costs and/or refund. BISD may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.

9. Intellectual Property. Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

10. Ownership of Work Product. All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of BISD, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Contractor shall deliver all such materials to BISD upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by BISD for use by Contractor in connection with the Services performed under this Agreement will remain BISD's property. Any pre-existing programs, data, or other materials furnished and owned by Contractor for use by Contractor in connection with the Services performed under this Agreement will remain Contractor's property.

11. Professional Services. This Agreement (check applicable box) is / is not for professional services and governed by the Professional Services Procurement Act, TEX. GOV'T CODE Ch. 2254. Contractor represents and warrants that Contractor has demonstrated competence and possesses qualifications to perform the Services and is performing the Services for a fair and reasonable price. Contractor further represents and warrants that the professional fees under the Agreement do not exceed any maximum provided by law.

12. Conflict of Interest. During the Term of Contractor's service to BISD, Contractor shall not, directly or indirectly, whether for Contractor's own account or for or with any other person or entity whatsoever, employ, solicit, or endeavor to entice away any person who is employed by BISD.

13. Criminal History Certification. Contractor shall complete the "Criminal History Certification" regarding the criminal history of covered employees and the "Felony Conviction Notice," both of which are incorporated by reference herein. Noncompliance or misrepresentation regarding these certifications may be grounds for termination of this Agreement.

14. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS BISD, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES), OR CLAIMS FOR INJURY OR DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, "CLAIM") TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CONTRACTOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

15. Non-appropriation of funds. The Term of this Agreement is a commitment of BISD current revenue only. Notwithstanding anything to the contrary in this Agreement, BISD is obligated to make payments only as approved each year by BISD's Board of Trustees. BISD's Board of Trustees retains the right to terminate the

Agreement at the expiration of each budget period of BISD. To the extent that BISD will use federal grant funds to fulfill its obligations under this Agreement, Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award (“NOGA”) by BISD from the awarding agency. As such, if BISD does not receive sufficient funding for the services provided in this Agreement, BISD may terminate this Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor. Services rendered in accordance with this Agreement shall be funded by _____ [funding source(s)]. Payment for services rendered shall be allocated as follows: _____% funded by _____ [funding source]; and _____% funded by _____ [additional funding source, if applicable].

16. Non-Exclusivity. Nothing in this Agreement may be construed to imply that Contractor has the exclusive right to provide BISD Services. During the Term of this Agreement, BISD reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of Contractor.

17. Performance. Contractor agrees that Contractor’s Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from BISD. If Contractor is unable to complete the work in this manner based on the mutually agreed upon time, Contractor shall notify BISD’s Director of Purchasing in writing.

18. Termination. Either party for any reason upon thirty (30) days written notice may terminate this Agreement without cause. BISD will be responsible for payment for Services that have been accepted by BISD up to the termination date.

BISD may, by written notice, immediately terminate this Agreement if Contractor has defaulted in whole or in part, refuses or fails to comply with the provisions of this Agreement, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the Services within the same time period specified or any written extension thereof. In such event, BISD may obtain comparable Services elsewhere and either deduct the costs of obtaining such Services from any amount owed Contractor or Contractor shall reimburse BISD for such costs incurred by BISD.

19. Inspection and Acceptance of Service. BISD reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, BISD may (i) require Contractor to perform the Services again in conformity with such requirements, with no additional charge to BISD; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to BISD in this Agreement or otherwise available by law.

20. Subcontractors. If BISD gives written permission for Contractor to subcontract any of the Services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor shall require each subcontractor to maintain and to furnish Contractor with satisfactory evidence of Workers Compensation, Employer’s Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.

21. Insurance. Unless an appropriate BISD representative agrees to waive the requirements by initialing the designated space near the signature block below, Contractor shall comply with all of BISD’s insurance requirements. Contractor shall provide Certificates of Insurance evidencing the Insurance Requirements prior to

the start of work. Contractor shall maintain insurance coverage in the amounts specified by BISD. Certificates of Insurance on the current ACORD form shall be issued to BISD showing all required insurance coverage.

22. Force Majeure. The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

23. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed as to the address listed in the signature line of this Agreement.

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

24. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be a court of competent jurisdiction in Jefferson County, Texas.

25. No Waiver of BISD's Immunity. The execution of this Agreement and the performance of BISD of any of its obligations hereunder are not, and are not intended to waive or relinquish, and BISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to BISD, its trustees, officers, employees, or agents under federal or Texas laws.

26. Entire Agreement. The Agreement, the procurement solicitation issued by BISD, RFP # _____, Contractor's proposal submitted in response to BISD's procurement solicitation, and the attached and incorporated addendum, exhibits, and documents/forms contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by BISD or Contractor's proposal submitted in response to BISD's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by BISD and Contractor's proposal submitted in response to BISD's procurement solicitation, BISD's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Contractor after the Effective Date of this Agreement.

27. 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.

28. Debarment and Suspension. Pursuant to Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. When federal funds are expended by BISD under this Agreement, Contractor certifies that during the term of this Agreement, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Contractor shall immediately provide written notice to BISD if at any time Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. BISD may rely upon Contractor's certification that Contractor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless BISD knows the certification is erroneous.

29. Invoices. Contractor is required to submit original invoices to the BISD Business Office ATTN: Accounts Payable. The invoices can be mailed through the postal service to BISD Business Office ATTN: Accounts Payable, 3395 Harrison Avenue, Beaumont, Texas 77706, or emailed to invoices@bmtisd.com.

The invoices should include the following:

1. Date of invoice
2. Period of service
3. List of services provided
4. Location where services were provided
5. Invoice number
6. Contact information
7. Deliverables under the contract
8. Certification of service provided through a signature by company representative

Contractor is required to submit to BISD a completed IRS Form W-9, Criminal History Certification, Felony Conviction Notice, Conflict of Interest Questionnaire, and any other forms required of BISD before payment is rendered. Payment to Contractor shall be made only after Services are performed and not before. Advance payment to Contractor is strictly prohibited.

Contractor shall submit invoices within a timely manner during BISD's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Contractor within forty-five (45) days after the later of the following: (1) the date BISD receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date BISD receives an invoice for the goods or service. Contractor agrees to pay any subcontractors, if any, the appropriate share of the payment received from BISD not later than the tenth (10th) day after the date Contractor receives the payment from BISD. The exceptions to payments made by BISD and/or Contractor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

Failure to send the invoices to the Accounts Payable Office will delay payment. Contractor certifies that no work has been performed before the effective date of this Agreement. Invoices submitted by Contractor for work performed prior to the effective date of the Agreement may not be honored by BISD, in BISD's sole discretion.

30. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. If applicable, Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in BISD's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 CFR Part 200," which is incorporated by reference herein. Contractor further

certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any BISD vendor packet completed by Contractor, which is incorporated by reference herein.

Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

31. Confidential Data of BISD. In the course of performing duties under this Agreement, Contractor may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and school districts being served by BISD and employees of BISD. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of BISD, either during the Term of this Agreement or after such Term.

Contractor acknowledges that BISD would be irreparably injured if Contractor were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for Contractor's own purposes or benefit and that money damages would not compensate BISD for such irreparable injury.

Contractor further acknowledges that to the extent Contractor receives confidential student information during the performance of duties under this Agreement, Contractor is considered a "school official" in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and shall not disclose confidential student information or education records.

32. Warranties. All goods and/or services provided by Contractor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of BISD's acceptance of the product and/or service or payment of the applicable invoice. Contractor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by BISD. In addition, Contractor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Contractor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

Insurance Requirements Waiver—IF the Insurance Requirements are not applicable to the Services or if BISD otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate BISD representative may waive the requirements by initialing here: →

Otherwise, Contractor must satisfy the Insurance Requirements specified in this Agreement.

In witness whereof, BISD and Contractor have executed this Agreement to be effective on the date specified in Term above:

(Contractor)

Beaumont Independent School District

By: _____
(Signature)

By: _____
(Signature)
Clifton English
Purchasing Agent
3395 Harrison Avenue
Beaumont, Texas 77706
409-617-5000

**EXHIBIT A
SCOPE OF WORK**

Contractor	BISD
<u>Services/Obligations/Deadlines</u>	<u>Obligations</u>

1.	VENDOR INFORMATION		
COMPANY NAME:			
MAINTENANCE ADDRESS:		PHONE:	
		TOLL FREE:	
REMITTANCE ADDRESS:		FAX:	
		TOLL FREE FAX:	
INTERNET ADDRESS:			
CUSTOMER SERVICE E-MAIL:			
DO YOU ACCEPT PURCHASE ORDERS	CASH PAYMENT TERMS (Net 30 Days)	MINIMUM ORDER AMOUNT, IF ANY	
YES <input type="checkbox"/> NO <input type="checkbox"/>	OR _____% Discount in Net _____ Days		
PRINCIPALS AND KEY PERSONNEL			
PRESIDENT / OWNER:			
GENERAL MANAGER:			
ACCOUNTING / ACCOUNTS RECEIVABLE MANAGER:			
SALES MANAGER:			
YEARS / MONTHS IN BUSINESS WITH PRESENT NAME:		NUMBER OF EMPLOYEES:	
COMPANY IS: <input type="checkbox"/> MANUFACTURER OR PRODUCER, <input type="checkbox"/> DISTRIBUTOR, <input type="checkbox"/> WHOLESALER, <input type="checkbox"/> RETAILER, <input type="checkbox"/> CONSULTING, <input type="checkbox"/> CONSTRUCTION, <input type="checkbox"/> BROKER, <input type="checkbox"/> SERVICE, <input type="checkbox"/> OTHER: _____			

THIS FORM MUST BE RETURNED

2. TAXPAYER IDENTIFICATION downloadable at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Form W-9
 (Rev. December 2014)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
OR								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶	Date ▶
----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note: Amounts paid to any individual in excess of \$600 in a calendar year will result in a Form 1099 being issued and reported by law to the individual and the I.R.S. as miscellaneous income.

BEAUMONT ISD– PURCHASING DEPARTMENT

Notice to Vendors: Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code

Effective January 1, 2006, any person or entity who contracts or seeks to contract with BISD for the sale or purchase of property, goods, or services as well as agents of such persons, (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with BISD is responsible for complying with any applicable disclosure requirements.

The Conflict of Interest Questionnaire must be filed:

- No later than the seventh business day after the date that the Vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.
- The Vendor also shall file an updated questionnaire no later than September 1 of each year in which a covered transaction is pending, **and** the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

Note: A Vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

The Conflict of Interest Questionnaire may be downloaded from the Texas Ethics Commission’s website at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>

Completed forms should be sent to:

Beaumont Independent School District
Attn: Purchasing Department
3395 Harrison Avenue
Beaumont, Texas 77706
Or faxed to: (409) 617-5175

The Local Government Officers of the Beaumont Independent School District are:

Board of Managers: Thomas Sigee, President
Denise Wallace-Spooner, Vice President
Nathan Cross, Secretary
Zenobia Bush, Member
Angela Corbin Bransford, Member

Superintendent: Dr. Shannon Allen

Others: The local government officers also include any administrator who works for the district or any employee who is in a decision-making position to influence the services/products provided to the district.

**** The local government includes board members, administrators or any employees who are in a decision-making position to influence the services/products provided to the district. ****

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
Signature of vendor doing business with the governmental entity Date

Others: The local government officers also include any administrator who works for the district or any employee who is in a decision-making position to influence the services/products to the district.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a):"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Debarment Statement

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Consultant certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2) Have have not within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and
- 4) Have have not within a three-year period preceding award of this consulting agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

Consultant Signature

Date

Typed or Printed Name

House Bill 89 VERIFICATION

I, _____, the undersigned representative of

_____ Company or Business name

(hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-
above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-namedCompany, business or individual with the
Beaumont Independent School District.**

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Senate Bill 252 Ch. 2252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Beaumont Independent School District's Purchasing Department.

SIGNATURE OF COMPANY REPRESENTATIVE

DATE

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a), states: "a Person or business entity that enters into a contract with a school district must give advance notice to the district if the Person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract." This Notice Is Not Required of a Publicly Held Corporation.

Check the appropriate box and sign the form.

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

- My firm is not owned or operated by anyone who has been convicted of a felony.

- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon:	
Details of Conviction(s)	

I (We) the undersigned, agent for the firm, named below certify that the above information is true and correct to the best of my knowledge.

Name/Title: _____ Company Name: _____

Original Signature: _____ Date _____

SERVICES AGREEMENT FOR BISD EXPENDITURES

This Services Agreement (“Agreement”) is made and entered into by and between the Beaumont Independent School District (“BISD”), located in Beaumont, Texas, and _____ (“Contractor”), located in _____, for Contractor to provide services to BISD in accordance with the terms and conditions specified herein.

Recitals

BISD is a political subdivision of the State of Texas, established to promote education in Beaumont, Texas. Both BISD and Contractor desire to set forth in writing the terms and conditions of their agreement. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Purpose. BISD agrees to retain Contractor and Contractor agrees to provide services to BISD as Contractor and to perform the duties and all necessary labor and resources needed to provide the services set forth in Paragraph 3 – Scope of Work. Contractor shall also perform such other related services and duties as are customarily performed by a Contractor in a similar position.

2. Term. This Agreement is for services beginning _____ and ending _____ (“Term”). All extensions of this Agreement shall be subject to the terms and conditions specified herein.

3. Scope of Work. Exhibit A includes a detailed Scope of Work that sets out the services (hereinafter “Services”) Contractor agrees to provide.

4. Independent Contractor Status. It is the intention of the parties that Contractor be an independent contractor and not an employee, agent, joint venturer, or partner of BISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BISD and either Contractor or any employee or agent of Contractor. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. Contractor shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by BISD hereunder and Contractor shall indemnify and hold BISD harmless in this regard.

5. Review of Progress. Contractor will work to meet all timelines mutually established by Contractor and BISD. BISD reserves the right to monitor the progress of Contractor.

6. Changes & Amendments. During the Term of the Agreement (see Paragraph 2), BISD and Contractor reserve the right to make changes to the Services the Contractor is required to provide pursuant to this Agreement. This Agreement may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. All such changes shall be made in writing and agreed to by both parties.

7. Assignment. Neither this Agreement nor any duties or obligations under it shall be assignable by Contractor without the prior written acknowledgement and authorization of BISD.

8. Compensation. BISD will pay Contractor an amount not to exceed \$ _____ plus expenses of \$ _____ per _____ for Services provided in Exhibit A. Contractor will

invoice BISD periodically throughout the Term of the Agreement in accordance with Section 29 of this Agreement. BISD is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s) to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that BISD is required to refund any funding received from a state or federal grant awarding agency relating to Contractor's Work, to the maximum extent permitted by applicable law, Contractor shall repay to BISD, on demand, the amount of any such disallowed costs and/or refund. BISD may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.

9. Intellectual Property. Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

10. Ownership of Work Product. All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of BISD, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Contractor shall deliver all such materials to BISD upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by BISD for use by Contractor in connection with the Services performed under this Agreement will remain BISD's property. Any pre-existing programs, data, or other materials furnished and owned by Contractor for use by Contractor in connection with the Services performed under this Agreement will remain Contractor's property.

11. Professional Services. This Agreement (check applicable box) is / is not for professional services and governed by the Professional Services Procurement Act, TEX. GOV'T CODE Ch. 2254. Contractor represents and warrants that Contractor has demonstrated competence and possesses qualifications to perform the Services and is performing the Services for a fair and reasonable price. Contractor further represents and warrants that the professional fees under the Agreement do not exceed any maximum provided by law.

12. Conflict of Interest. During the Term of Contractor's service to BISD, Contractor shall not, directly or indirectly, whether for Contractor's own account or for or with any other person or entity whatsoever, employ, solicit, or endeavor to entice away any person who is employed by BISD.

13. Criminal History Certification. Contractor shall complete the "Criminal History Certification" regarding the criminal history of covered employees and the "Felony Conviction Notice," both of which are incorporated by reference herein. Noncompliance or misrepresentation regarding these certifications may be grounds for termination of this Agreement.

14. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS BISD, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES), OR CLAIMS FOR INJURY OR DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, "CLAIM") TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CONTRACTOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

15. Non-appropriation of funds. The Term of this Agreement is a commitment of BISD current revenue only. Notwithstanding anything to the contrary in this Agreement, BISD is obligated to make payments only as approved each year by BISD's Board of Trustees. BISD's Board of Trustees retains the right to terminate the

Agreement at the expiration of each budget period of BISD. To the extent that BISD will use federal grant funds to fulfill its obligations under this Agreement, Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award (“NOGA”) by BISD from the awarding agency. As such, if BISD does not receive sufficient funding for the services provided in this Agreement, BISD may terminate this Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor. Services rendered in accordance with this Agreement shall be funded by _____ [funding source(s)]. Payment for services rendered shall be allocated as follows: _____% funded by _____ [funding source]; and _____% funded by _____ [additional funding source, if applicable].

16. Non-Exclusivity. Nothing in this Agreement may be construed to imply that Contractor has the exclusive right to provide BISD Services. During the Term of this Agreement, BISD reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of Contractor.

17. Performance. Contractor agrees that Contractor’s Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from BISD. If Contractor is unable to complete the work in this manner based on the mutually agreed upon time, Contractor shall notify BISD’s Director of Purchasing in writing.

18. Termination. Either party for any reason upon thirty (30) days written notice may terminate this Agreement without cause. BISD will be responsible for payment for Services that have been accepted by BISD up to the termination date.

BISD may, by written notice, immediately terminate this Agreement if Contractor has defaulted in whole or in part, refuses or fails to comply with the provisions of this Agreement, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the Services within the same time period specified or any written extension thereof. In such event, BISD may obtain comparable Services elsewhere and either deduct the costs of obtaining such Services from any amount owed Contractor or Contractor shall reimburse BISD for such costs incurred by BISD.

19. Inspection and Acceptance of Service. BISD reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, BISD may (i) require Contractor to perform the Services again in conformity with such requirements, with no additional charge to BISD; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to BISD in this Agreement or otherwise available by law.

20. Subcontractors. If BISD gives written permission for Contractor to subcontract any of the Services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor shall require each subcontractor to maintain and to furnish Contractor with satisfactory evidence of Workers Compensation, Employer’s Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.

21. Insurance. Unless an appropriate BISD representative agrees to waive the requirements by initialing the designated space near the signature block below, Contractor shall comply with all of BISD’s insurance requirements. Contractor shall provide Certificates of Insurance evidencing the Insurance Requirements prior to

the start of work. Contractor shall maintain insurance coverage in the amounts specified by BISD. Certificates of Insurance on the current ACORD form shall be issued to BISD showing all required insurance coverage.

22. Force Majeure. The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

23. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed as to the address listed in the signature line of this Agreement.

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

24. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be a court of competent jurisdiction in Jefferson County, Texas.

25. No Waiver of BISD's Immunity. The execution of this Agreement and the performance of BISD of any of its obligations hereunder are not, and are not intended to waive or relinquish, and BISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to BISD, its trustees, officers, employees, or agents under federal or Texas laws.

26. Entire Agreement. The Agreement, the procurement solicitation issued by BISD, RFP # _____, Contractor's proposal submitted in response to BISD's procurement solicitation, and the attached and incorporated addendum, exhibits, and documents/forms contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by BISD or Contractor's proposal submitted in response to BISD's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by BISD and Contractor's proposal submitted in response to BISD's procurement solicitation, BISD's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Contractor after the Effective Date of this Agreement.

27. 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.

28. Debarment and Suspension. Pursuant to Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. When federal funds are expended by BISD under this Agreement, Contractor certifies that during the term of this Agreement, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Contractor shall immediately provide written notice to BISD if at any time Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. BISD may rely upon Contractor's certification that Contractor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless BISD knows the certification is erroneous.

29. Invoices. Contractor is required to submit original invoices to the BISD Business Office ATTN: Accounts Payable. The invoices can be mailed through the postal service to BISD Business Office ATTN: Accounts Payable, 3395 Harrison Avenue, Beaumont, Texas 77706, or emailed to invoices@bmtisd.com.

The invoices should include the following:

1. Date of invoice
2. Period of service
3. List of services provided
4. Location where services were provided
5. Invoice number
6. Contact information
7. Deliverables under the contract
8. Certification of service provided through a signature by company representative

Contractor is required to submit to BISD a completed IRS Form W-9, Criminal History Certification, Felony Conviction Notice, Conflict of Interest Questionnaire, and any other forms required of BISD before payment is rendered. Payment to Contractor shall be made only after Services are performed and not before. Advance payment to Contractor is strictly prohibited.

Contractor shall submit invoices within a timely manner during BISD's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Contractor within forty-five (45) days after the later of the following: (1) the date BISD receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date BISD receives an invoice for the goods or service. Contractor agrees to pay any subcontractors, if any, the appropriate share of the payment received from BISD not later than the tenth (10th) day after the date Contractor receives the payment from BISD. The exceptions to payments made by BISD and/or Contractor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

Failure to send the invoices to the Accounts Payable Office will delay payment. Contractor certifies that no work has been performed before the effective date of this Agreement. Invoices submitted by Contractor for work performed prior to the effective date of the Agreement may not be honored by BISD, in BISD's sole discretion.

30. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. If applicable, Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in BISD's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 CFR Part 200," which is incorporated by reference herein. Contractor further

certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any BISD vendor packet completed by Contractor, which is incorporated by reference herein.

Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

31. Confidential Data of BISD. In the course of performing duties under this Agreement, Contractor may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and school districts being served by BISD and employees of BISD. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of BISD, either during the Term of this Agreement or after such Term.

Contractor acknowledges that BISD would be irreparably injured if Contractor were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for Contractor's own purposes or benefit and that money damages would not compensate BISD for such irreparable injury.

Contractor further acknowledges that to the extent Contractor receives confidential student information during the performance of duties under this Agreement, Contractor is considered a "school official" in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and shall not disclose confidential student information or education records.

32. Warranties. All goods and/or services provided by Contractor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of BISD's acceptance of the product and/or service or payment of the applicable invoice. Contractor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by BISD. In addition, Contractor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Contractor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

Insurance Requirements Waiver—IF the Insurance Requirements are not applicable to the Services or if BISD otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate BISD representative may waive the requirements by initialing here: →

Otherwise, Contractor must satisfy the Insurance Requirements specified in this Agreement.

In witness whereof, BISD and Contractor have executed this Agreement to be effective on the date specified in Term above:

Dr. Steven Coats

(Contractor)

By: 
(Signature)

Beaumont Independent School District

By: _____

(Signature)

Clifton English
Purchasing Agent
3395 Harrison Avenue
Beaumont, Texas 77706
409-617-5000

**EXHIBIT A
SCOPE OF WORK**

Contractor	BISD
<u>Services/Obligations/Deadlines</u>	<u>Obligations</u>

SERVICES AGREEMENT FOR BISD EXPENDITURES

This Services Agreement (“Agreement”) is made and entered into by and between the Beaumont Independent School District (“BISD”), located in Beaumont, Texas, and _____ (“Contractor”), located in _____, for Contractor to provide services to BISD in accordance with the terms and conditions specified herein.

Recitals

BISD is a political subdivision of the State of Texas, established to promote education in Beaumont, Texas. Both BISD and Contractor desire to set forth in writing the terms and conditions of their agreement. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Purpose. BISD agrees to retain Contractor and Contractor agrees to provide services to BISD as Contractor and to perform the duties and all necessary labor and resources needed to provide the services set forth in Paragraph 3 – Scope of Work. Contractor shall also perform such other related services and duties as are customarily performed by a Contractor in a similar position.

2. Term. This Agreement is for services beginning _____ and ending _____ (“Term”). All extensions of this Agreement shall be subject to the terms and conditions specified herein.

3. Scope of Work. Exhibit A includes a detailed Scope of Work that sets out the services (hereinafter “Services”) Contractor agrees to provide.

4. Independent Contractor Status. It is the intention of the parties that Contractor be an independent contractor and not an employee, agent, joint venturer, or partner of BISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BISD and either Contractor or any employee or agent of Contractor. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. Contractor shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by BISD hereunder and Contractor shall indemnify and hold BISD harmless in this regard.

5. Review of Progress. Contractor will work to meet all timelines mutually established by Contractor and BISD. BISD reserves the right to monitor the progress of Contractor.

6. Changes & Amendments. During the Term of the Agreement (see Paragraph 2), BISD and Contractor reserve the right to make changes to the Services the Contractor is required to provide pursuant to this Agreement. This Agreement may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. All such changes shall be made in writing and agreed to by both parties.

7. Assignment. Neither this Agreement nor any duties or obligations under it shall be assignable by Contractor without the prior written acknowledgement and authorization of BISD.

8. Compensation. BISD will pay Contractor an amount not to exceed \$ _____ plus expenses of \$ _____ per _____ for Services provided in Exhibit A. Contractor will

invoice BISD periodically throughout the Term of the Agreement in accordance with Section 29 of this Agreement. BISD is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s) to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that BISD is required to refund any funding received from a state or federal grant awarding agency relating to Contractor's Work, to the maximum extent permitted by applicable law, Contractor shall repay to BISD, on demand, the amount of any such disallowed costs and/or refund. BISD may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.

9. Intellectual Property. Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

10. Ownership of Work Product. All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of BISD, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Contractor shall deliver all such materials to BISD upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by BISD for use by Contractor in connection with the Services performed under this Agreement will remain BISD's property. Any pre-existing programs, data, or other materials furnished and owned by Contractor for use by Contractor in connection with the Services performed under this Agreement will remain Contractor's property.

11. Professional Services. This Agreement (check applicable box) is / is not for professional services and governed by the Professional Services Procurement Act, TEX. GOV'T CODE Ch. 2254. Contractor represents and warrants that Contractor has demonstrated competence and possesses qualifications to perform the Services and is performing the Services for a fair and reasonable price. Contractor further represents and warrants that the professional fees under the Agreement do not exceed any maximum provided by law.

12. Conflict of Interest. During the Term of Contractor's service to BISD, Contractor shall not, directly or indirectly, whether for Contractor's own account or for or with any other person or entity whatsoever, employ, solicit, or endeavor to entice away any person who is employed by BISD.

13. Criminal History Certification. Contractor shall complete the "Criminal History Certification" regarding the criminal history of covered employees and the "Felony Conviction Notice," both of which are incorporated by reference herein. Noncompliance or misrepresentation regarding these certifications may be grounds for termination of this Agreement.

14. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS BISD, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES), OR CLAIMS FOR INJURY OR DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, "CLAIM") TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CONTRACTOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

15. Non-appropriation of funds. The Term of this Agreement is a commitment of BISD current revenue only. Notwithstanding anything to the contrary in this Agreement, BISD is obligated to make payments only as approved each year by BISD's Board of Trustees. BISD's Board of Trustees retains the right to terminate the

Agreement at the expiration of each budget period of BISD. To the extent that BISD will use federal grant funds to fulfill its obligations under this Agreement, Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award (“NOGA”) by BISD from the awarding agency. As such, if BISD does not receive sufficient funding for the services provided in this Agreement, BISD may terminate this Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor. Services rendered in accordance with this Agreement shall be funded by _____ [funding source(s)]. Payment for services rendered shall be allocated as follows: _____% funded by _____ [funding source]; and _____% funded by _____ [additional funding source, if applicable].

16. Non-Exclusivity. Nothing in this Agreement may be construed to imply that Contractor has the exclusive right to provide BISD Services. During the Term of this Agreement, BISD reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of Contractor.

17. Performance. Contractor agrees that Contractor’s Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from BISD. If Contractor is unable to complete the work in this manner based on the mutually agreed upon time, Contractor shall notify BISD’s Director of Purchasing in writing.

18. Termination. Either party for any reason upon thirty (30) days written notice may terminate this Agreement without cause. BISD will be responsible for payment for Services that have been accepted by BISD up to the termination date.

BISD may, by written notice, immediately terminate this Agreement if Contractor has defaulted in whole or in part, refuses or fails to comply with the provisions of this Agreement, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the Services within the same time period specified or any written extension thereof. In such event, BISD may obtain comparable Services elsewhere and either deduct the costs of obtaining such Services from any amount owed Contractor or Contractor shall reimburse BISD for such costs incurred by BISD.

19. Inspection and Acceptance of Service. BISD reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, BISD may (i) require Contractor to perform the Services again in conformity with such requirements, with no additional charge to BISD; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to BISD in this Agreement or otherwise available by law.

20. Subcontractors. If BISD gives written permission for Contractor to subcontract any of the Services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor shall require each subcontractor to maintain and to furnish Contractor with satisfactory evidence of Workers Compensation, Employer’s Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.

21. Insurance. Unless an appropriate BISD representative agrees to waive the requirements by initialing the designated space near the signature block below, Contractor shall comply with all of BISD’s insurance requirements. Contractor shall provide Certificates of Insurance evidencing the Insurance Requirements prior to

the start of work. Contractor shall maintain insurance coverage in the amounts specified by BISD. Certificates of Insurance on the current ACORD form shall be issued to BISD showing all required insurance coverage.

22. Force Majeure. The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

23. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed as to the address listed in the signature line of this Agreement.

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

24. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be a court of competent jurisdiction in Jefferson County, Texas.

25. No Waiver of BISD's Immunity. The execution of this Agreement and the performance of BISD of any of its obligations hereunder are not, and are not intended to waive or relinquish, and BISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to BISD, its trustees, officers, employees, or agents under federal or Texas laws.

26. Entire Agreement. The Agreement, the procurement solicitation issued by BISD, RFP # _____, Contractor's proposal submitted in response to BISD's procurement solicitation, and the attached and incorporated addendum, exhibits, and documents/forms contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by BISD or Contractor's proposal submitted in response to BISD's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by BISD and Contractor's proposal submitted in response to BISD's procurement solicitation, BISD's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Contractor after the Effective Date of this Agreement.

27. 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.

28. Debarment and Suspension. Pursuant to Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. When federal funds are expended by BISD under this Agreement, Contractor certifies that during the term of this Agreement, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Contractor shall immediately provide written notice to BISD if at any time Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. BISD may rely upon Contractor's certification that Contractor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless BISD knows the certification is erroneous.

29. Invoices. Contractor is required to submit original invoices to the BISD Business Office ATTN: Accounts Payable. The invoices can be mailed through the postal service to BISD Business Office ATTN: Accounts Payable, 3395 Harrison Avenue, Beaumont, Texas 77706, or emailed to invoices@bmtisd.com.

The invoices should include the following:

1. Date of invoice
2. Period of service
3. List of services provided
4. Location where services were provided
5. Invoice number
6. Contact information
7. Deliverables under the contract
8. Certification of service provided through a signature by company representative

Contractor is required to submit to BISD a completed IRS Form W-9, Criminal History Certification, Felony Conviction Notice, Conflict of Interest Questionnaire, and any other forms required of BISD before payment is rendered. Payment to Contractor shall be made only after Services are performed and not before. Advance payment to Contractor is strictly prohibited.

Contractor shall submit invoices within a timely manner during BISD's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Contractor within forty-five (45) days after the later of the following: (1) the date BISD receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date BISD receives an invoice for the goods or service. Contractor agrees to pay any subcontractors, if any, the appropriate share of the payment received from BISD not later than the tenth (10th) day after the date Contractor receives the payment from BISD. The exceptions to payments made by BISD and/or Contractor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

Failure to send the invoices to the Accounts Payable Office will delay payment. Contractor certifies that no work has been performed before the effective date of this Agreement. Invoices submitted by Contractor for work performed prior to the effective date of the Agreement may not be honored by BISD, in BISD's sole discretion.

30. Compliance with Applicable Laws. Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. If applicable, Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in BISD's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 CFR Part 200," which is incorporated by reference herein. Contractor further

certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any BISD vendor packet completed by Contractor, which is incorporated by reference herein.

Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

31. Confidential Data of BISD. In the course of performing duties under this Agreement, Contractor may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and school districts being served by BISD and employees of BISD. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of BISD, either during the Term of this Agreement or after such Term.

Contractor acknowledges that BISD would be irreparably injured if Contractor were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for Contractor's own purposes or benefit and that money damages would not compensate BISD for such irreparable injury.

Contractor further acknowledges that to the extent Contractor receives confidential student information during the performance of duties under this Agreement, Contractor is considered a "school official" in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and shall not disclose confidential student information or education records.

32. Warranties. All goods and/or services provided by Contractor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of BISD's acceptance of the product and/or service or payment of the applicable invoice. Contractor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by BISD. In addition, Contractor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Contractor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

Insurance Requirements Waiver—IF the Insurance Requirements are not applicable to the Services or if BISD otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate BISD representative may waive the requirements by initialing here: →

Otherwise, Contractor must satisfy the Insurance Requirements specified in this Agreement.

In witness whereof, BISD and Contractor have executed this Agreement to be effective on the date specified in Term above:

Dragonfly Interpreting

(Contractor)

By: Walter Moore
(Signature)

Beaumont Independent School District

By: _____

(Signature)
Clifton English
Purchasing Agent
3395 Harrison Avenue
Beaumont, Texas 77706
409-617-5000

**EXHIBIT A
SCOPE OF WORK**

Contractor	BISD
<u>Services/Obligations/Deadlines</u>	<u>Obligations</u>



Board Exhibit Cover Sheet

Meeting Date: July 23, 2020

Agenda Item/Exhibit Number: **II.F.7.**

Agenda Item Title: Approve Addendum to RFP 20.04 Child Nutrition Meal Delivery Services.

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Tiffany Eckenrod

Executive Summary: A Request for Proposal (RFP) was awarded for Child Nutrition Meal Delivery Services in December 2019. The purpose of the RFP is to have breakfast and lunch delivered to Beaumont United High School while the kitchen is inaccessible during the cafeteria expansion project. Due to unexpected delays in the cafeteria expansion project meal delivery services are need for the Fall 2020 semester. The new contract end date will be December 31, 2020. The district may end services prior to the new contract end date if the cafeteria expansion project is complete before the semester is over.

Recommendation: Approve Addendum to RFP 20.04 Child Nutrition Meal Delivery Services.

Budget Impact* (if applicable): Estimated \$161,847

Funding Source (if applicable): Child Nutrition Fund

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements): TDA, ARM Section 17

Policy Reference (if applicable, list policy/regulation): CH (LOCAL)

Legal Review (if necessary, list attorney and firm):

Cheryl Hernandez
Cabinet Level Presenter's Signature

7/13/2020
Date

*CFO Signature (required if there is a budget impact)

Date

General Counsel's Signature

Date

**ADDENDUM TO AGREEMENT TO PROVIDE MEALS BETWEEN
REVOLUTION FOODS, INC. and BEAUMONT INDEPENDENT SCHOOL DISTRICT**

This Addendum is hereby attached to and incorporated into the above-referenced agreement between Beaumont Independent School District and Revolution Foods, Inc. The following provisions are intended by the parties to modify certain terms of the above referenced Agreement. It is determined that if any of the following provisions conflict with the language in the above-referenced Agreement, the language in this Addendum shall govern and control as if the conflicting language in the Agreement was deleted.

Page 4, Section B. Agreement Period. This agreement will begin on January 8, 2020 and will end December 31, 2020.

Any renewal of this Agreement must include this Addendum, or it shall be voidable by either party. The terms of this Agreement shall not constitute a waiver of any immunity to which either party may be entitled as a matter of law.

Executed this 25th day of June, 2020.

REVOLUTION FOODS, INC.

BEAUMONT INDEPENDENT SCHOOL DISTRICT



Alvin Crawford
SVP of Sales and Customer Success
510-421-1965

Clifton English
Director of Purchasing
409-617-5041



Board Exhibit Cover Sheet

Meeting Date: July 23, 2020

Agenda Item/Exhibit Number: **II.F.8.**

Agenda Item Title: Approve Interlocal Agreement Texas Schools Health Benefits Program

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Peggy Haynes

Executive Summary: This interlocal agreement allows our employees to take advantage of a health insurance plan as an alternative to the TRS Active-Care. Employees who take advantage will see a decrease in out of pockets costs. A number of school districts have joined this program which will assist the program with maintaining costs while driving increases in benefits.

Recommendation: Approve Interlocal Agreement Texas Schools Health Benefits Program

Budget Impact* (if applicable):

Funding Source (if applicable):

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):

Policy Reference (if applicable, list policy/regulation):

Legal Review (if necessary, list attorney and firm):

Cheryl Hernandez
Cabinet Level Presenter's Signature

7/13/2020
Date

*CFO Signature (required if there is a budget impact)

Date

General Counsel's Signature

Date

Texas Schools Health Benefits Program Interlocal Agreement

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Texas Schools Health Benefits Program Interlocal Agreement (the "Agreement") is entered into by and between the Texas Schools Health Benefits Program ("Program") and the undersigned Local Government ("you" or "your"). The program is an administrative agency of Local Governments, as defined in Chapter 791 of the Texas Government Code, ("Members") that cooperate in discharging administrative and governmental functions primarily related to employee benefits.

WITNESSETH:

WHEREAS, the participating local governments are authorized by the Act to enter into cooperative agreements among themselves for the purpose of acting cooperatively through an administrative agent to fulfill and accomplish governmental functions and services, including without limitation, self-funding of employee benefit coverages; and

WHEREAS, each of the participating local governments is authorized by the Texas Political Subdivision Employees Uniform Group Benefits Act, Chapter 172 of the Texas Local Government Code (hereinafter the "Act"), Texas Revised Civil Statutes Annotated Article 715c (Vernon 1993), and Section 22.005 of the Texas Education Code, to provide a self-funded health plan to Member's employees and their dependents ("Benefits Plan"); and

WHEREAS, the Members desire to establish, by and through their cooperative agreement, the Texas Schools Health Benefits Program, to be governed by a Board of Directors (Board);

NOW, THEREFORE, the terms and conditions, and the rights and duties, agreed upon by and between the Members are as follows:

1. **Purpose.** The Members agree that it is a public purpose for public employers to provide benefits to their employees in order to attract and retain a competent workforce.
2. **Term.** The duration of the Interlocal Agreement shall continue in existence and renew annually as long as two or more Participants remain in the Program.
3. **Termination.** This Agreement may be terminated by either party on any successive renewal date by giving written notice no later than one hundred twenty (120) days before the renewal date or as provided by the Program Bylaws.
4. **Program Governance.**
 - (a) **Program Bylaws.** You agree to adopt and abide by the Bylaws of the Program (the "Bylaws"), and any and all reasonable policies and procedures established by the Program, as may be amended during the term of this Agreement. By agreeing to adopt and abide by the Bylaws, You agree to become a Member of the Program. The Bylaws are incorporated into this Agreement by reference and are available from the Program upon request. The Program and Bylaws are subject to the Texas Interlocal Cooperation

Act, Section 271.101, *et seq.*, of the Texas Local Government Code, and any other statute or law that may be applicable to this Agreement. The Bylaws shall be construed in harmony with this Agreement and, in the event of any inconsistency, the provisions of this Agreement shall control.

(b) **Administration.** The Program may enter into contracts with other persons or entities, including nonprofit entities, for the administration, sponsorship or endorsement of services and programs offered by and through the Program.

5. **Program Responsibilities.** This Agreement enables You to participate in any or all of the programs and services the Program makes available to its Members from time to time.

(a) The Program, through its designated administrator and other service providers, will make employee benefits available to the Members of the Program. Benefits are intended for employees of Members, including employees' dependents. Administrative services related to such benefits may also be offered. The Program will use the collective bargaining power of its Members to obtain these benefits and services from qualified agents, brokers, consultants, carriers, third-party administrators, and other service providers.

(b) The Program will secure, catastrophic or excess loss coverage to cover the Program from loss exposure. The Member is bound by the terms and conditions of the coverage agreement. The Member shall be responsible for notifying the employees of any changes in coverage.

(c) The Program shall provide periodic management reports and information to the Member.

(d) The Program shall provide for an annual audit of its financial statements by a certified public accounting firm.

(e) The Program shall furnish Members with a Master Plan Document, detailing the services offered to the Members of the Program.

6. **Member Responsibilities.**

(a) You shall provide all necessary information to the Program or Servicing Contractor as may be needed or required for the administration of the Program.

(b) You authorize the Program to review any of your transactional records with the Program or its service providers.

(c) You acknowledge and agree that this Agreement does not by itself extend employee benefits or services to You. This Agreement only provides You access to the Program's designated service providers for the various benefits and services made available through the Program.

(d) You shall appoint a representative with the authority to serve as the coordinator for the programs and services in which You participate. The representative shall have the

authority to represent and bind on Your behalf, and the Program is not required to contact any other individual. You reserve the right to change Your representative as desired by giving written notice to the Program.

(e) You acknowledge that any servicing contractor whom you choose to contract with under this Agreement shall provide all of the services as provided in the service contract entered into by and between the servicing contractor and the Program on behalf of the Member.

7. **Authorization to Participate.** You represent that your governing body has duly authorized your entity's participation in the Program and that you will comply with state and local laws and policies pertaining to the procurement of employee benefits and related services through your membership in the Program.

8. **Fiscal Responsibility.**

(a) Contributions Fees. The Member shall pay contributions to the Program based on rates approved by the Program. All contributions are payable monthly by the tenth (10th) of the month for that month.

(b) Services Purchased. A payment obligation will arise under the terms of a separate contractual agreement or transaction for products or services under this Agreement.

(c) You hereby acknowledge and represent that all payments, fees, and disbursement required for products or services obtained through this Agreement shall be made from Your available current revenues.

9. **Representation.** The Program may initiate, defend against, or participate in any judicial, administrative, or other legal proceeding, including arbitration, mediation, or other forms of alternative dispute resolution, concerning the Program as an entity. Nothing in this Agreement creates a legal duty of the Program to provide a defense or prosecute a claim; rather, the Program may exercise this right in its sole discretion and to the extent permitted or authorized by law. Furthermore, nothing herein shall limit Your right to preclude You from pursuing, either independently or in conjunction with the Program, a claim against any service provider or employee benefits or related services.

10. **Disclaimer.** To the fullest extent authorized by law, it is agreed that the Program (i) is not a guarantor of a third-party service provider's performance, claims, determinations, or solvency; (ii) bears no risk for the employee benefits obtained through this Agreement; and (iii) is not liable for any actions or failures on the part of any insurance carrier, agent, broker, or other insurance providers.

11. **Liability.** The parties agree as follows:

(a) Neither party waives any immunity from liability afforded under the law.

(b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstances for

special, incidental, consequential, or exemplary damages.

(c) In the event of a lawsuit or formal adjudication, the prevailing party will be entitled to recover reasonable attorney's fees that are equitable and just.

12. **Notice.** Unless otherwise provided in this Agreement, any notice required or provided under this Agreement by either party to the other will be in writing and sent by: (i) first-class mail, postage prepaid; (ii) overnight courier service; or (iii) email, fax, or other electronic delivery.

(a) Notice to the Program shall be addressed as follows:

By Mail: Texas Schools Health Benefits Program

Attn: Chairman of the Board

2175 N Glenville Dr.

Richardson, TX 75082

(b) Notice to You shall be addressed to the address on file with Program.

13. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas unless otherwise mandated by law. This provision does not govern or control the governing law or venue requirements applicable to your contractual arrangement with any provider of products or services obtained through the Program.

14. **Entire Agreement.** This Interlocal Agreement represents the complete understanding of the Program and the Participant. The terms of this Agreement shall control and take precedence over all prior agreements. However, the terms of a prior agreement between You and the Program will govern Your participation in any existing contract for employee benefits.

15. **Amendment.** This Agreement may not be amended or altered without the written consent of both parties.

16. **Severability.** If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, provisions, and conditions of this Agreement shall nevertheless remain in full force and effect.

17. **Counterparts.** The parties may execute this Agreement in counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The delivery of an executed counterpart signature page by facsimile or PDF is as effective as delivering this Agreement in the presence of the other party to this Agreement. This Agreement is effective as of the date of the last signature to this Agreement.

This space left intentionally blank.

Signature page to follow.

IN WITNESS WHEREOF, the undersigned shall become Members to the Interlocal Agreement.

Beaumont Independent School District

By: _____
Thomas Sigee

Its Duly Authorized: Board President

Date: _____

Texas Schools Health Benefits Program

By: _____
Chairman
Texas Schools Health Benefits Program

Date: _____

2 Year Rate Guarantee

9/1/2020 – 9/1/2022

Interlocal Addendum



1. TSHBP and Beaumont _____ ISD (Member) agree that Member will be a TSHBP Member for the 2020-2021 through the 2021-2022 Participation Period. The TSHBP agrees to provide the Member with the same rates by tier and plan for the 2020-21 and the 2021-2022 participation period. The Member agrees that District's contribution remains comparable for the participation periods.

2. This Interlocal Addendum along with the most recently signed Interlocal Agreement shall represent the entire agreement and may not be amended or altered without the written consent of both parties.

3. If Member terminates this Addendum before 8/31/2022, a short-term cancellation penalty of five percent (5%) of Annualized Contributions for the 2020-2021 Participation Period will be due from Member and payable to TSHBP within 30 days after notice of termination is received.

4. Member Opt-Out Clause: If future reinsurance terms cause an unanticipated change in TSHBP's funding model that results in Member rates increasing overall by more than 5%, then the Member will have the option to reject the renewal and be released from this Addendum with zero penalty cost.

The undersigned agrees to this Addendum.

Authorized Signature
Beaumont _____ ISD

TSHBP Board Member - Signature

Thomas Sigee

 Printed Name

 Printed Name

 Date

 Date

Non-Appropriations Clause: This Addendum is subject to the appropriation of funds by Member in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Addendum for that fiscal year. The obligation of Member pursuant to this Addendum in any fiscal year for which this Addendum is in effect shall constitute a current expense of Member for that fiscal year only, and shall not constitute an indebtedness of Member of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Addendum, this Addendum may be terminated.



Board Exhibit Cover Sheet

Meeting Date: July 23, 2020

Agenda Item/Exhibit Number: **II.F.9.**

Agenda Item Title: Approve Payments over \$50,000

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Toni McPherson, Derwin Samuel, and Jenny Angelo

Executive Summary: The attached list reflects the payments due for the 2020 – 2021 fiscal year

Recommendation: Approve payments due for the 2020 – 2021 fiscal year under existing contracts in the amounts shown on the attached list.

Budget Impact* (if applicable): General Fund - \$ 1,549,238.04
Federal Fund - \$ 157,500.00

Funding Source (if applicable): General Fund
Federal Fund

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements): N/A

Policy Reference (if applicable, list policy/regulation): CH (LOCAL)

Legal Review (if necessary, list attorney and firm): N/A

Cheryl Hernandez
Cabinet Level Presenter's Signature

7/13/2020
Date

*CFO Signature (required if there is a budget impact)

Date

General Counsel's Signature

Date

General Fund

Vendor	Department	Description	Amount
Netsync Network Solutions	Information Technology	This payment is for the Dark Fiber Project that has been ongoing since 2019. The district makes the initial payment and is then reimbursed 100% by TEA.	\$ 195,660.77
Sabyr Consulting	Information Technology	In November 2019 the board approved the purchase of network equipment for West Brook, Marshall, Odom, and Regina-Howell. The discounted rate was believed to be 90%. However, the actual discounted rate is 85%. The total increase from previous board approval is \$15,928.65. The scope of work did not change.	\$ 33,114.53
Frontline Education	Information Technology	Annual TEAMS software, support, and hosting fees	\$ 349,593.31
Dell Financial	Information Technology	Computer Lease Agreement payment	\$565,043.12
Key Government Finance	Information Technology	IP Phone Lease payment	\$ 154,368.43
Eduphoria	Curriculum	Annual payment for the district's curriculum, professional development catalog, and portfolios	\$ 60,552.00
Blackboard	Communications	Annual payment for hosting the district's emergency call system, mobile app, and website	\$ 98,193.85
Lamar Institute of Technology	Curriculum	This payment is for the Spring 2020 tuition for Early College High School	\$ 92,712.03
Total Cost			\$1,549,238.04



Vendor	Department	Description	Amount
MAYA Consulting	Innovation	Second year fee of the two-year agreement to provide services for the Transition Implementation grant. MAYA Consulting is the Matched Service Provider assigned to the district by TEA.	\$ 157,500.00
Total Cost			\$157,500.00

Federal Fund



Board Exhibit Cover Sheet

Meeting Date: July 23, 2020

Agenda Item/Exhibit Number: **II.F.10.**

Agenda Item Title: Approve Payment Agreement with Air Liquide

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Kevin O'Hanlon/Mali Hanley – via Zoom

Executive Summary: An assignment was made by Natgasoline LLC to Air Liquide for a portion of the property associated with the Chapter 313 agreement in 2016. Air Liquide should have received tax incentives associated with the assignment but did not. This payment agreement is to allow for Air Liquide recover the taxes paid from future payments due only if the district receives credit by the State Comptroller and TEA for those amounts. This payment agreement does not reduce the amounts that Beaumont ISD is expected to receive from Natgasoline from the underlying 313 agreement. By recognizing the assignment, Beaumont ISD will increase the benefits received by the District.

Recommendation: Approve Payment Agreement with Air Liquide

Budget Impact* (if applicable):

Funding Source (if applicable):

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):

Policy Reference (if applicable, list policy/regulation):

Legal Review (if necessary, list attorney and firm):



Cabinet Level Presenter's Signature



Date

*CFO Signature (required if there is a budget impact)

Date

General Counsel's Signature

Date

PAYMENT AGREEMENT

This Payment Agreement (*the "Agreement"*) is entered into to be effective as of the Effective Date (as hereinafter defined) by and between **BEAUMONT INDEPENDENT SCHOOL DISTRICT** (*the "District"*), a lawfully created independent school district of the State of Texas operating under and subject to the Texas Education Code, and **AIR LIQUIDE** (*the "Assignee"*), a Texas limited liability company.

RECITALS:

WHEREAS, the District and Natgasoline LLC entered into that certain Texas Economic Development Act Participation Agreement, dated December 19, 2013 and amended April 17, 2014 (*hereinafter the "Tax Limitation Agreement"*); and,

WHEREAS, pursuant to the Tax Limitation Agreement, the maximum amount which may be assessed as the appraised value for the property subjection to the Tax Limitation Agreement for each of years three (3) through ten (10) of the Tax Limitation Agreement, that is, for each of the eight (8) Tax Years 2017, 2018, 2019, 2020, 2021, 2022, 2023, and 2024, is Thirty Million Dollars (\$30,000,000) (*the "Tax Limitation Amount"*); and,

WHEREAS, pursuant to Section 8.4 of the Tax Limitation Agreement, Natgasoline gave notice to the District, Jefferson County Appraisal District and the Comptroller that Natgasoline had entered into an agreement with Air Liquide Large Industries U.S. LP ("Air Liquide") whereby Natgasoline made a partial assignment ("Assignment") of its rights and obligations under the Tax Limitation Agreement to Air Liquide for that portion of the project known as the Air Separation Unit ("ASU"); and,

WHEREAS, in accordance with the Assignment, Air Liquide has assumed all of the rights and obligations of Natgasoline under the Tax Limitation Agreement as it applies to the ASU and is liable to the District for outstanding taxes or other obligations arising under the Tax Limitation Agreement relating to the ASU; and,

WHEREAS, the Jefferson County Appraisal District ("JCAD") assigned Property ID Number 394437 to the ASU property account; and,

WHEREAS, JCAD assessed the taxable value of the ASU unit at \$90,000,000 for Tax Year 2017, \$90,369,900 for Tax Year 2018, and \$94,220,490 for Tax Year 2019; and,

WHEREAS, Air Liquide paid the full amount of Maintenance & Operations ("M&O") taxes imposed on the ASU account for Tax Years 2017, 2018, and 2019, and no amount of the Tax Limitation Amount was allocated to the ASU; and,

WHEREAS, Air Liquide did not challenge or appeal the amount of taxes assessed against the ASU for Tax Years 2017, 2018 and/or 2019; and,

WHEREAS, the combined total amount of M&O taxes that Air Liquide paid for the ASU unit for Tax Years 2017, 2018 and 2019 was \$2,789,785.71; and,

WHEREAS, Natgasoline was assessed the entire Tax Limitation Amount on its property accounts associated with this Tax Limitation Agreement; and,

WHEREAS, Moak, Casey & Associates, the Third Party appointed pursuant to Section 3.4 of the Tax Limitation Agreement, made its determination of amounts due, pursuant to the provisions of Articles III and IV of the Tax Limitation Agreement, from Natgasoline to the District for each of Tax Years 2017, 2018 and 2019 based solely on the assessed values of the Natgasoline accounts; and,

WHEREAS, Moak Casey & Associates did not include the value assessed to Air Liquide's ASU in any of these determinations; and,

WHEREAS, it is the determination of Moak, Casey & Associates that if the assessed value of the ASU was included in the Third Party Calculations for Tax Year 2017, 2018 and 2019, Air Liquide would owe the District the combined amount of ONE MILLION ONE HUNDRED THIRTEEN THOUSAND NINE HUNDRED NINETY-SEVEN DOLLARS (\$1,013,997) under Article III of the Tax Limitation Agreement and the amount of TWO HUNDRED SEVENTY-SEVEN THOUSAND EIGHT HUNDRED THIRTY DOLLARS (\$277,830) under Article IV of the Tax Limitation Agreement amounting to a combined calculated payment obligation of ONE MILLION TWO HUNDRED NINETY-ONE THOUSAND EIGHT HUNDRED TWENTY-SEVEN DOLLARS (\$1,291,827) (*hereinafter the "Combined Calculated Payment Obligation"*). See Exhibit A to this Payment Agreement.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

AGREEMENT:

1. Tax Years 2020, 2021, 2022, 2023 and 2024. For each of the aforementioned Tax years, Property ID Number 394437, the ASU property account, shall be included in the accounts subject to the Tax Limitation Agreement.

2. Refund of 2019 M&O Taxes. As the full amount of the 2019 Tax Limitation Amount was applied to Natgasoline's account, Air Liquide should have paid \$0 in M&O taxes for 2019. The District will direct the Jefferson County Tax Collector to refund Air Liquide the overpayment of \$913,938.75 in M&O taxes for the 2019 Tax Year.

3. 2017 and 2018 Taxes. The District will net the total obligations of Air Liquide under the Tax Limitation Agreement against the overpayment of 2017 and 2018 M&O taxes. The total of 2017 and 2018 M&O taxes paid by Air Liquide is ONE MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND EIGHT HUNDRED FORTY-SIX DOLLARS AND NINETY-SIX CENTS (\$1,875,846.96). Air Liquide will receive these funds in the following manner:

(a) The Combined Calculated Payment Obligation of (\$1,291,827) will be net against the 2017 and 2018 overpayment of taxes, resulting in a balance of **\$584,020.05** still owed to Air Liquide.

(b) The total aggregate amount of Third-Party fees and expenses (\$10,000)

per year for each of the Tax Years after the effective date of the assignment (Tax Year 2015) through the final Agreement termination date (Tax years 2027) will be then applied to the remaining overpaid taxes. The total of Third Party fees (\$130,000) netted against the balance of 2017 and 2018 taxes, reduces the balance of Air Liquide's overpayment of taxes to **\$454,020.05**.

(c) The remaining balance of 2017 and 2018 overpaid taxes will be reduced until the balance is eliminated by netting any and all future payment obligations under Articles III and IV of the Tax Limitation Agreement for Tax Years 2020, 2021, 2022, 2023 and 2024 against the remaining balance described in Subsection 3(b), above.

4. Once the balance is eliminated, Air Liquide will resume all required payments under Articles III and IV to the to the District under the Tax Limitation Agreement.

5. Recalculation of Combined Calculated Payment Obligation. The parties to this Agreement specifically acknowledge that the amounts calculated as due and owing under Paragraph 3, above, are based upon the assumption that the Texas Comptroller's Office, in its calculation of State Property Values, will recognize, retroactively, the changes in District Property Values occasioned by this Agreement. If the Texas Comptroller's Office Property Tax Assistance Division fails to recognize the District's Taxable Value Audit Requests for the 2017, 2018, and 2019 Property Value Studies, respectively, or for any other reason, and the Taxable Value of the ASU is not recognized in the Foundation School Program Summary of Finance calculations, after a reasonable opportunity for the District to pursue appropriate Taxable District Audit calculations with the Texas Comptroller's Office, the District shall notify Air Liquide and the Third Party who shall review the calculations for the applicable year or years as listed in EXHIBIT A, below using the Comptroller-adopted Taxable Values. In the event the new calculations result in a change in any amount paid or payable by Air Liquide under this Agreement, Moak Casey shall recalculate the Combined Calculated Payment Obligation. Air Liquide and the District specifically agree that, in such event, the obligations set forth in Exhibit A, below, will be adjusted. All such adjustment obligations will be separate and independent of the obligation of Air Liquide to pay the amounts described in Articles III and Articles IV of the Tax Limitation Agreement.

6. Notices. All notices required to be sent under this Payment Agreement shall be given in writing via certified mail, return receipt requested to the Parties hereto in accordance with the notice provisions of the Tax Limitation Agreement.

7. Amendments. No amendments to this Payment Agreement shall be effective until the same are approved and accepted by the Parties. This Payment Agreement may be modified, amended, or terminated only by written mutual agreement of the District and Air Liquide.

8. Assignment. This Payment Agreement may be assigned only in connection with an assignment of the Tax Limitation Agreement and only on the same terms for assignment set forth therein.

9. Governing Law. This Payment Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law rules that would direct the

application of the laws of another jurisdiction.

10. Authority to Execute Payment Agreement. The Parties listed below expressly warrant that they have been expressly authorized to execute this Payment Agreement. The President of the Board of Trustees of the Beaumont Independent School District was expressly authorized to execute same by vote of the Board of Trustees on _____, 2020. Air Liquide likewise warrants that all required approvals for the execution of this Payment Agreement have been obtained as of the date of execution.

11. Severability. If any term or provision of this Payment Agreement, or the application thereof to any person or circumstance, shall to any extent be held to be invalid or unenforceable, then such invalidity or unenforceability shall not affect any other term or provision of this Payment Agreement or the application thereof which can be given effect without the invalid or unenforceable provision, and the Parties agree that the provisions of this Payment Agreement are and shall be severable.

12. Execution of Counterparts. This Payment Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

IN WITNESS WHEREOF, this Agreement has been executed by the District and Air Liquide duplicate originals on this _____ day of _____ 2020.

AIR LIQUIDE

BEAUMONT INDEPENDENT SCHOOL DISTRICT

By: _____
Name _____
Title _____

By: _____
President
Board of Trustees

Attest:

By: _____
Secretary
Board of Trustees

EXHIBIT A

Combined Calculated Payment Obligation

Natgasoline	M&O Rate	Original	Air Liquide	Revised Value	M&O Refund	Original RPP	Original Supplemental Payment	Revised RPP	Revised Supplemental Payment	Air Liquide Portion RPP	Air Liquide Portion Supplemental Payment
2017	\$1.0400	\$400,623,700	\$90,000,000	\$490,623,700	\$936,000.00	\$4,130,000	\$0	\$5,128,662	\$0	\$998,662	\$0
2018	\$1.0400	\$955,938,000	\$90,369,900	\$1,046,307,900	\$939,846.96	\$6,184,371	\$530,885	\$6,184,371	\$672,132	\$0	\$141,247
2019	\$0.9700	\$1,236,717,100	\$94,220,490	\$1,330,937,590	\$913,938.75	\$2,800,697	\$1,347,954	\$2,816,032	\$1,484,537	\$15,335	\$136,583
TOTAL					\$2,789,785.71					\$1,013,997	\$277,830

Total M&O refund owed to Air Liquide	\$2,789,785.71
Less Refund of 2019 M&O Taxes	-\$913,938.75
Less Combined Calculated Payment Obligation	-\$1,291,827
Less Total Amount of Third-Party fees	-\$130,000
CARRY FORWARD OF TAX REFUND TO AIR LIQUIDE	\$454,020.05



Board Exhibit Cover Sheet

Meeting Date: July 23, 2020

Agenda Item/Exhibit Number: **II.F.11.**

Agenda Item Title: Consider ratification of waivers submitted to TEA in response to COVID-19

Cabinet Level Presenter(s): Dr. Anita Frank, Assistant Superintendent of Elementary Education

Additional Presenter(s): Senecia Saveat, Director of Student Services

Executive Summary: Due to COVID-19, TEA provided multiple waivers due to state wide inability to comply with standard operation regulations. On March 24, 2020, the Board approved a resolution in response to COVID-19 that provided the Superintendent the authority to, "seek any necessary waivers from the Texas Education Agency without further action of the Board of Trustees regarding missed instructional days, low attendance, or any matters related to the emergency closure or period of modified operations as part of this Resolution." Pursuant to this authority, BISD applied for the following waivers and seeks the Board's ratification of the same.

Missed School Days, Approved 6/15/20
Educator Appraisal, Approved 6/15/20
CPR Instruction Requirements, Approved 6/16/20
Annual Financial Report Due Date, Approved 6/15/20
Alternate K/7th Grade Reading Instruments Reqs., Approved 6/17/20
Parent Notice Reqs. for Students at Risk of Failure, Approved 6/15/20
Instructional Materials Inventory Requirements, Approved 6/17/20
Staff Development Waiver, Approved 6/29/20

Recommendation: Ratify the submission of waivers related to COVID-19 to TEA

Budget Impact* (if applicable):

Funding Source (if applicable):



Cabinet Level Presenter's Signature

6/22/20

Date

*CFO Signature (required if there is a budget impact)

Date

General Counsel's Signature

Date



Senecia Saveat <shelm@bmtisd.com>

Waiver Application Final Decision Confirmation - BEAUMONT ISD (123910)

1 message

no-reply@tea.texas.gov <no-reply@tea.texas.gov>

Mon, Jun 15, 2020 at 2:24 PM

To: shelm@bmtisd.com, spier@bmtisd.com

BEAUMONT ISD (123910),

The application below has been Approved by TEA:

ID: 55473

Type: Missed School Days

Submit Date: 06/15/2020

Waiver Status: Approved

Decision Date: 06/15/2020

Waiver due to circumstances arising from COVID-19

This is an automated email generated by the Waivers application system. Please do not respond.
For questions, please contact the State Waiver Unit at waivers@tea.texas.gov or 512-463-9630.



Senecia Saveat <shelm@bmtisd.com>

Waiver Application Final Decision Confirmation - BEAUMONT ISD (123910)

1 message

no-reply@tea.texas.gov <no-reply@tea.texas.gov>

Mon, Jun 15, 2020 at 2:26 PM

To: shelm@bmtisd.com, spier@bmtisd.com

BEAUMONT ISD (123910),

The application below has been Approved by TEA:

ID: 55480

Type: Other

Submit Date: 06/15/2020

Waiver Status: Approved

Decision Date: 06/15/2020

Waiver from the educator appraisal requirements due to circumstances arising from COVID-19.

This is an automated email generated by the Waivers application system. Please do not respond.
For questions, please contact the State Waiver Unit at waivers@tea.texas.gov or 512-463-9630.



Senecia Saveat <shelm@bmtisd.com>

Waiver Application Final Decision Confirmation - BEAUMONT ISD (123910)

1 message

no-reply@tea.texas.gov <no-reply@tea.texas.gov>
To: shelm@bmtisd.com, spier@bmtisd.com

Tue, Jun 16, 2020 at 9:42 AM

BEAUMONT ISD (123910),

The application below has been Approved by TEA:

ID: 55481
Type: Other
Submit Date: 06/15/2020
Waiver Status: Approved
Decision Date: 06/16/2020

Waiver from the CPR instruction requirement due to circumstances arising from COVID-19.

This is an automated email generated by the Waivers application system. Please do not respond.
For questions, please contact the State Waiver Unit at waivers@tea.texas.gov or 512-463-9630.



Senecia Saveat <shelm@bmtisd.com>

Waiver Application Final Decision Confirmation - BEAUMONT ISD (123910)

1 message

no-reply@tea.texas.gov <no-reply@tea.texas.gov>

Mon, Jun 15, 2020 at 2:28 PM

To: shelm@bmtisd.com, spier@bmtisd.com

BEAUMONT ISD (123910),

The application below has been Approved by TEA:

ID: 55483

Type: Other

Submit Date: 06/15/2020

Waiver Status: Approved

Decision Date: 06/15/2020

Waiver from the AFR November 27th due date requirements due to COVID-19

This is an automated email generated by the Waivers application system. Please do not respond.
For questions, please contact the State Waiver Unit at waivers@tea.texas.gov or 512-463-9630.



Senecia Saveat <shelm@bmtisd.com>

Waiver Application Final Decision Confirmation - BEAUMONT ISD (123910)

1 message

no-reply@tea.texas.gov <no-reply@tea.texas.gov>
To: shelm@bmtisd.com, spier@bmtisd.com

Wed, Jun 17, 2020 at 8:39 AM

BEAUMONT ISD (123910),

The application below has been Approved by TEA:

ID: 55488
Type: Other
Submit Date: 06/15/2020
Waiver Status: Approved
Decision Date: 06/17/2020

Waiver to use alternate K and 7th grade reading instruments due to COVID-19

This is an automated email generated by the Waivers application system. Please do not respond.
For questions, please contact the State Waiver Unit at waivers@tea.texas.gov or 512-463-9630.



Senecia Saveat <shelm@bmtisd.com>

Waiver Application Final Decision Confirmation - BEAUMONT ISD (123910)

1 message

no-reply@tea.texas.gov <no-reply@tea.texas.gov>
To: shelm@bmtisd.com, spier@bmtisd.com

Mon, Jun 15, 2020 at 2:30 PM

BEAUMONT ISD (123910),

The application below has been Approved by TEA:

ID: 55486
Type: Other
Submit Date: 06/15/2020
Waiver Status: Approved
Decision Date: 06/15/2020

Waiver to delay the notice requirement for students at risk of failure until the start of the 20-21 school year due to COVID-19

This is an automated email generated by the Waivers application system. Please do not respond.
For questions, please contact the State Waiver Unit at waivers@tea.texas.gov or 512-463-9630.



Senecia Saveat <shelm@bmtisd.com>

Waiver Application Final Decision Confirmation - BEAUMONT ISD (123910)

1 message

no-reply@tea.texas.gov <no-reply@tea.texas.gov>
To: shelm@bmtisd.com, spier@bmtisd.com

Wed, Jun 17, 2020 at 4:48 PM

BEAUMONT ISD (123910),

The application below has been Approved by TEA:

ID: 55482
Type: Other
Submit Date: 06/15/2020
Waiver Status: Approved
Decision Date: 06/17/2020

Waiver of the instructional materials inventory requirement due to COVID-19

This is an automated email generated by the Waivers application system. Please do not respond. For questions, please contact the State Waiver Unit at waivers@tea.texas.gov or 512-463-9630.



Fwd: Waiver Application Final Decision Confirmation - BEAUMONT ISD (123910)

1 message

----- Forwarded message -----

From: <no-reply@tea.texas.gov>

Date: Mon, Jun 29, 2020 at 7:18 AM

Subject: Waiver Application Final Decision Confirmation - BEAUMONT ISD (123910)

To: <shelm@bmtisd.com>, <spier@bmtisd.com>

BEAUMONT ISD (123910),

The application below has been Approved by TEA:

ID: 55510

Type: Staff Development

Submit Date: 06/28/2020

Waiver Status: Approved

Decision Date: 06/29/2020

2100 minutes.

This is an automated email generated by the Waivers application system. Please do not respond.
For questions, please contact the State Waiver Unit at waivers@tea.texas.gov or 512-463-9630.

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Board Exhibit Cover Sheet

APPROVED
7/23/2020 ga

Meeting Date: July 23, 2020

Agenda Item/Exhibit Number: **II.F.12**

Agenda Item Title: Consider approval of TEA Waiver to Extend the Start of the 2020-2021 School Year Transition Beyond the Four-Week Limit

Cabinet Level Presenter(s): Dr. Shannon Allen

Additional Presenter(s):

Executive Summary: In consultation with the Beaumont Health Department, the District currently believes it is best for the health and safety of students and staff to continue to restrict access to on-campus instruction beyond the first four weeks of the 2020-21 instructional calendar. As proposed, Beaumont ISD will continue virtual instruction until October 9, 2020, unless there is a consistent downward trend of lab confirmed positive cases of COVID-19 in Beaumont, Texas for a two-week period, and a snapshot, as determined by the Health Department, of the COVID-19 positivity rate in Beaumont, Texas is under 5 percent. As such, the District must submit a board approved waiver request to TEA seeking authorization to extend that all virtual transition window an additional four weeks. The board must take action to authorize this waiver by specific vote and cannot otherwise delegate the waiver application to the superintendent. In addition, teachers, staff, and parents were surveyed and allowed to provide feedback about the transition plan before bringing the waiver to the Board for consideration. The District is currently developing a plan to allow limited students on campus during this extended transition period.

Recommendation: Approve the TEA Waiver to Extend the Start of the 2020-2021 School year Transition Beyond the Four-Week Limit.

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements): N/A

Policy Reference (if applicable, list policy/regulation):

Legal Review (if necessary, list attorney and firm): N/A

Cabinet Level Presenter's Signature

Date

*CFO Signature (required if there is a budget impact)

Date

Sherrill D. Fisher

General Counsel's Signature

Date



REQUEST TO EXTEND THE START OF THE 2020-2021 SCHOOL YEAR TRANSITION BEYOND THE FOUR-WEEK LIMIT

SECTION I: Requirements

If a school system believes it is best for the health and safety of students and staff to continue to restrict access to on-campus instruction beyond the first four weeks of their 2020-21 instructional calendar, they must submit a board approved waiver request to TEA to extend that transition window, up to four additional weeks. The board must take action to authorize this waiver by specific vote, and cannot otherwise delegate the waiver application to the superintendent. The waiver application must include an indication as to the local public health conditions that the LEA believes would warrant a faster end to the transition period. Teachers, staff, and parents should be consulted about the transition plan before the waiver is submitted. During this transition period, LEAs are still required to allow all students to access on-campus instruction who come from households without internet access or appropriate remote learning devices. During the extended period being requested with this waiver, at least some on-campus instruction must be provided each day. The procedures used by the LEA to limit access to on-campus attendance during this period should be clearly communicated to families in advance.

SECTION II: Request

District Name: Beaumont Independent School District

First Day of School: 8/17/20

Total Additional Weeks Requested (beyond the initial four weeks for transition): 4

Explain what local public health conditions that would cause you to end the transition period faster, so that all students have access to on-campus instruction. As an example: the most recent weekly count of COVID-19 cases is lower than the prior week in the county, and test positivity rate in the county is under 10%.

Consistent downward trend in lab confirmed positive cases of COVID-19 in Beaumont, Texas for a two week period, and a snapshot, as determined by the Beaumont Health Department, of the COVID-19 positivity rate in Beaumont, Texas is under 5 percent.

SECTION III: Attestation/Signatures

District Name	Board Approval Date
Beaumont Independent School District	7/23/20
Board President Name	Superintendent Name
Thomas Sigee	Dr. Shannon Allen
Board President Signature	Superintendent Signature

With the submission of this form, the district attests that teachers, staff, and parents were consulted about the transition plan before the waiver was submitted.

Submit completed request forms to: waivers@tea.texas.gov

Request must be submitted prior to the end of the initial four-week transition



Board Exhibit Cover Sheet

Meeting Date: July 23, 2020

Agenda Item/Exhibit Number: II.F.13.

Agenda Item Title: Consider Approval of Resolution Regarding State Accountability

Cabinet Level Presenter(s): N/A

Additional Presenter(s): N/A

Executive Summary:

Recommendation: Consider Approval of Resolution Regarding State Accountability.

Budget Impact* (if applicable):

Funding Source (if applicable):

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements): N/A

Policy Reference (if applicable, list policy/regulation):

Legal Review (if necessary, list attorney and firm): N/A

Cabinet Level Presenter's Signature

Date

*CFO Signature (required if there is a budget impact)

Date

General Counsel's Signature

Date

Beaumont Independent School District Resolution of the Board Regarding State Accountability

WHEREAS, on March 13, 2020, the President declared a national emergency and the State of Texas has declared a statewide disaster regarding the ongoing COVID-19 pandemic;

WHEREAS, on March 18, 2020, the Texas Commissioner of Education announced that administration of STAAR exams would be canceled for spring 2020, and school districts and campuses would be assigned ratings of "Not Rated: Declared State of Disaster" for 2020;

WHEREAS, on March 19, 2020, the Texas Governor issued Executive Order No. GA-08 relating to COVID-19 preparedness and mitigation through this action and in accordance with Guidelines from the President, ordered the temporary closure of all Texas school districts;

WHEREAS, assessment standards for the spring of 2021 can be adjusted; however, data from those assessments will not be interpretable with respect to previous years' assessment data;

WHEREAS, academic growth will not be possible to accurately calculate for spring 2021, as students will not have previous year STAAR scores from spring 2020;

WHEREAS, academic growth accounts for 50% of an elementary or junior high campus's Domain 3 score, which will have an adverse effect on overall accountability ratings for those campuses;

WHEREAS, graduates from the class of 2020 will have missed opportunities to earn TSI points under CCMR due to the cancellation of the spring and summer SAT test and the spring ACT test;

WHEREAS, external research shows that, historically, extended school closures negatively affect student achievement in math and reading, with the greater impact being in math;

WHEREAS, internal research shows that there are significant academic gains made at the end of each school year, which may not be present now with the extended school closure;

WHEREAS, exceptions have been made to accountability in the past when schools were closed for an extended period of time (e.g., Katrina, Rita, and Harvey);

WHEREAS, it is still unknown what additional adjustments to the educational process will be necessary to start the 2020-2021 school year to address the social, emotional, and physical health impact upon students when they return to school in whatever format that may be;

WHEREAS, developing new accountability systems is a multi-year process that requires public comment, and they are typically phased in over multiple years, so major adjustments for one year would be very difficult;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Beaumont Independent School District, that State accountability should be suspended for the 2020-2021 school year to allow districts to focus on interventions necessary to recover instructional gaps resulting from school closures caused by COVID-19.

Updated May 2017

Adopted this _____ day of _____, 2020, by the Board of Trustees.

Thomas P. Sigeo, Sr., Board President

Denise Wallace Spooner, Board Vice President

, Board Secretary

Darrell Antwine, Sr., Trustee

Zenobia Randall Bush, Trustee

Robert C. Dunn, Sr., Trustee

Kevin W. Reece, Trustee



Board Exhibit Cover Sheet

Meeting Date: July 23, 2020

Agenda Item/Exhibit Number: II.F.14.

Agenda Item Title: Election of Board Officers

Cabinet Level Presenter(s): N/A

Additional Presenter(s): N/A

Executive Summary: The Board will take nominations for the Board Secretary position that is currently vacant.

Recommendation: Nominate candidate for Board Secretary and Approve.

Budget Impact* (if applicable):

Funding Source (if applicable):

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements): N/A

Policy Reference (if applicable, list policy/regulation):

Legal Review (if necessary, list attorney and firm): N/A

Cabinet Level Presenter's Signature

Date

*CFO Signature (required if there is a budget impact)

Date

General Counsel's Signature

Date