

**Official Agenda and Meeting Notice
of the Board of the
Beaumont Independent School District
in the Board Room of the Beaumont ISD Administration Building**

Thursday, March 24, 2022

Regular Meeting

4:30 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.

4:30 PM - (CALL TO ORDER)

I. INTRODUCTION

A. ROLL CALL

1. 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-STUDENTS. DELIBERATION REGARDING STUDENT DISCIPLINE DATA THAT IS PERSONALLY IDENTIFIABLE. 551.083, 551.084 AND/OR 551.087, TO DELIBERATE ON THE FOLLOWING:

a. LEGAL

1. Pending or contemplated litigation matters and status report
 1. LRG-Loss Recovery Group LLC v. Beaumont ISD; Cause No. A190049-C
 2. Jane Doe, INF, Jane Doe 1 v. Beaumont ISD and Brandon Louis Chillow, Cause No. 1:21-cv-00132-MJT
 3. Jane Doe, INF, Jane Doe 2 v. Beaumont ISD and Brandon Louis Chillow, Cause No. 1:21-cv-00190-MJT
2. Matters on which the school district legal counsel's duties to the school district under the Texas Disciplinary Rules of Professional Conduct or the State Bar of Texas Clearly conflicts with the Texas Open Meetings Act

b. PERSONNEL

1. Deliberation regarding the 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
2. Consider assignment of Level 3 Employee Grievance filed by Reginald Boseman
3. Police Department Audit Engagement Agreement

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
 1. Project Deep Blue 313 Agreement
 2. Project Mercury 313 Agreement

e. STUDENTS

Shannon Allen

Shannon Allen, Ed.D.
Superintendent of Schools

Date

Tax Collection Report
February 28, 2022

	Taxes Collected			
	2/28/22		2/28/21	
	M & O	I & S	M & O	I & S
Current	12,225,452.55	3,631,361.37	11,715,166.93	3,079,716.46
Delinquent	(3,235.02)	(1,967.13)	53,004.71	13,232.58
Penalties & Interest	262,296.50	70,538.08	118,626.33	30,065.68
Totals	12,484,514.03	3,699,932.32	11,886,797.97	3,123,014.72

	Current Taxes			
	Tax Levy	Collections for 02/28/2022	YTD Current Collections	Collected Percentage
	142,142,841.69	15,856,813.92	135,207,286.45	95.12%

Two Year Comparison	
Current Year as of 02/28/2022	Prior Year as of 02/28/2021
95.12%	95.58%

AGENDA:
March 24, 2022



Board Exhibit Cover Sheet

Meeting Date: March 24, 2022

Agenda Item/Exhibit Number: **III.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

3/9/2022
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
 February 28, 2022

	Amended Budget	Month To Date	Year to Date Transactions	Outstanding Encumbrances	Balances
REVENUES					
Property Tax Collection (including delinquencies)	118,385,278	12,484,514	104,003,296	-	14,381,982
Sources of Misc Income (Foreign Trade Zone, Athletics...)	13,801,554	94,280	8,494,442	-	5,307,112
State Program Revenues	36,727,869	573,024	45,190,046	-	(8,462,177)
Federal Program Revenues	4,105,646	648,653	1,843,094	-	2,262,552
Other Financing Sources	425,000	18,563	516,007	-	(91,007)
Total Revenues	173,445,347	13,819,034	160,046,885	-	13,398,462
EXPENDITURES					
11 Classroom	88,496,530	7,913,415	55,856,046	267,029	32,373,455
12 Library	1,303,563	103,889	748,250	46,164	509,148
13 Staff Development	610,312	58,007	239,450	30,503	340,358
21 Asst Sups, Directors, Supervisors, Curriculum Coordinators	4,096,127	290,033	2,391,856	32,319	1,671,952
23 Principal, Asst. Principals, Office Clerical	11,601,164	842,152	6,275,115	39,947	5,286,102
31 Counselors	5,906,641	505,422	3,740,866	40,028	2,125,747
32 Social Workers	338,879	21,806	149,337	-	189,542
33 Nurses	2,149,767	205,331	1,421,858	4,549	723,360
34 Transportation	5,723,207	508,556	3,268,419	359,181	2,095,607
36 After School Activites	5,672,899	396,458	3,602,330	366,856	1,703,714
41 Administration	7,059,200	386,251	4,228,195	281,716	2,549,289
51 Maintenance and Utilites	33,035,858	1,759,213	20,563,782	4,732,122	7,739,954
52 Police and Monitoring Services	3,563,118	252,939	1,990,285	45,993	1,526,840
53 Data Processing Personnel	4,078,301	117,161	1,943,605	596,409	1,538,288
61 Parent involvment Liaisons, Day Car Workers	227,235	4,358	26,888	428	199,919
71 Debt Service	1,114,965	-	1,114,964	-	1
81 Facilities Acquisition & Construction	338,051	-	313,972	19,100	4,979
93 Fiscal Agent - Shared Service for Deaf Program	380,000	191,847	383,694	-	(3,694)
95 Juvenile Justice Alternative Ed Program	150,000	-	150,000	-	-
99 Tax Appraisal & Collections	1,450,000	-	633,313	366,098	450,589
Total Expenditures	177,295,817	13,556,840	109,042,227	7,228,442	61,025,148
Net increase (decrease)	(3,850,470)	262,194	51,004,659		



Board Exhibit Cover Sheet

Meeting Date: March 24, 2022

Agenda Item/Exhibit Number: **III.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):



Cabinet Level Presenter's Signature



Date

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

Date

General Counsel's Signature

Date

**CAMPUS ACTIVITY FUND
EXPLANATION OF AMENDMENTS
FEBRUARY 2022**

West Brook High School	\$ 47,944.00
Explanation:	Car Registrations, Textbook Fines, Program Ads, Chromebook Fees, Yearbooks, Student IDs, Smart Card Fees, Donation
Beaumont United High School	\$ 25,645.00
Explanation:	Car Registrations, Chromebook Fees, Transcript Fees, AP Fees, Library Fines, Student IDs, Smart Card Fees, Donation
Smith Middle School	\$ 2,947.00
Explanation:	Commissions/Vending Machines, Fundraiser Proceeds, Smart Card Fees
King Middle School	\$ 530.00
Explanation:	Commissions/Vending Machines, Smart Card Fees
Marshall Middle School	\$ 22,463.00
Explanation:	Yearbooks, Gym Suits, Library Lost Books, LED Signs, Chromebook Fees, Smart Card Fees
Odom Academy	\$ 21,643.00
Explanation:	Fundraiser Proceeds, Chromebook Fees, Smart Cards Fees
Vincent Middle School	\$ 12,362.00
Explanation:	Gym Suits, Cell Phone Fines, Chromebook Fees, Smart Card Fees
Amelia Elementary	\$ 3,435.00
Explanation:	Chromebook Fees, Donation, Smart Card Fees
Caldwood Elementary	\$ 8,428.00
Explanation:	Library Fines, Fundraiser Proceeds, Chromebook Fees, Smart Card Fees, Donation
Curtis Elementary	\$ 6,781.00
Explanation:	Chromebook Fees, Library Lost Books
Fletcher Elementary	\$ 13,514.00
Explanation:	Chromebook Fees, Smart Card Fees
Guess Elementary	\$ 2,771.00
Explanation:	Commissions/Vending Machines, Smart Card Fees
Regina Howell Elementary	\$ 13,461.00
Explanation:	Agenda Books, Chromebook Fees, Fundraiser Proceeds, Smart Card Fees
Homer Drive Elementary	\$ 14,156.00
Explanation:	Commissions/Vending Machines, Donation, Smart Card Fees
Pietzsch Elementary	\$ 15,654.00
Explanation:	Commissions/Vending Machines, Chromebook Fees, Fundraiser Proceeds, Smart Card Fees
Dishman Elementary	\$ 3,946.00
Explanation:	Commissions/Vending Machines, Chromebook Fees, Smart Card Fees, Donation
Blanchette Elementary	\$ 881.00
Explanation:	Chromebook Fees, Smart Card Fees
Martin Elementary	\$ 840.00
Explanation:	Chromebook Fees

**CAMPUS ACTIVITY FUND
EXPLANATION OF AMENDMENTS, CONTINUED
FEBRUARY 2022**

Phalen Leadership Academy (Jones-Clark ES)	\$ 4,245.00
Explanation: Chromebook Fees , Commissions/Vending Machines, Smart Card Fees	
Charlton-Pollard Elementary	\$ 935.00
Explanation: Chromebook Fees, Donation, Smart Card Fees	
Fehl Price Classical Academy	\$ 630.00
Explanation: Chromebook Fees, Donation	
Bingman Pre-K Center	\$ -
Explanation:	
Lucas Pre-K Center	\$ 160.00
Explanation: Donation	
Pathways Learning Center	\$ 1,390.00
Explanation: Chromebook Fees, Student IDs, Donation	
Taylor Career Center	\$ 6,169.00
Explanation: Donations, Commissions/Vending Machines, CTE Program Proceeds	
Brown Center	\$ 170.00
Explanation: Chromebook Fees, Donation	
Transportation Dept	\$ -
Explanation:	
Maintenance Dept	\$ -
Explanation:	
Administration Building	\$ 175.00
Explanation: Donation	
Admin. Annex Building	\$ 1,812.00
Explanation: Donation	
Police Dept.	\$ 51.00
Explanation: Crash Report Fees	
Early College H.S.	\$ 6,268.00
Explanation: Commissions/Vending Machines, Fundraiser Proceeds, Chromebook Fees, Smart Card Fees	
School for the Deaf (Deaf Ed.)	\$ 2,000.00
Explanation: Donation	

**CAMPUS ACTIVITY FUNDS
BUDGET CHANGE REPORT - FEBRUARY 2022**

		<u>Original Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Revenues</u>				
Local Revenue - Other Sources	461.00.5749.00	285,488	241,406	526,894
<u>Expenditures</u>				
	<u>School Leadership</u>			
West Brook High School	461.XX.6499.00.008.00.000	86,852	47,944	134,796
Beaumont United High School	461.XX.6499.00.014.00.000	13,583	25,645	39,228
Smith Middle School	461.XX.6499.00.042.00.000	2,614	2,947	5,561
King Middle School	461.XX.6499.00.043.00.000	8,532	530	9,062
Marshall Middle School	461.XX.6499.00.046.00.000	33,057	22,463	55,520
Odom Academy	461.XX.6499.00.047.00.000	28,088	21,643	49,731
Vincent Middle School	461.XX.6499.00.048.00.000	11,093	12,362	23,455
Amelia Elementary	461.XX.6499.00.101.00.000	1,105	3,435	4,540
Caldwood Elementary	461.XX.6499.00.104.00.000	4,827	8,428	13,255
Curtis Elementary	461.XX.6499.00.105.00.000	13,995	6,781	20,776
Fletcher Elementary	461.XX.6499.00.110.00.000	7,212	13,514	20,726
Guess Elementary	461.XX.6499.00.112.00.000	7,916	2,771	10,687
Regina Howell Elementary	461.XX.6499.00.118.00.000	18,789	13,461	32,250
Homer Drive Elementary	461.XX.6499.00.123.00.000	2,664	14,156	16,820
Pietzsch Elementary	461.XX.6499.00.125.00.000	3,014	15,654	18,668
Dishman Elementary	461.XX.6499.00.126.00.000	2,949	3,946	6,895
Blanchette Elementary	461.XX.6499.00.127.00.000	1,920	881	2,801
Martin Elementary	461.XX.6499.00.128.00.000	1,479	840	2,319
Phalen Leadership Academy (Jones-Clark)	461.XX.6499.00.129.00.000	12,048	4,245	16,293
Charlton-Pollard Elementary	461.XX.6499.00.130.00.000	2,150	935	3,085
Fehl Price Classical Academy	461.XX.6499.00.131.00.000	2,647	630	3,277
Bingman Pre-K Center	461.XX.6499.00.132.00.000	735	-	735
Lucas Pre-K Center	461.XX.6499.00.133.00.000	813	160	973
Pathways Learning Center	461.XX.6499.00.006.00.000	75	1,390	1,465
Taylor Career Center	461.XX.6499.00.009.00.000	3,384	6,169	9,553
Brown Center	461.XX.6499.00.012.00.000	1,542	170	1,712
Transportation Dept	461.XX.6499.00.811.00.000	729	-	729
Maintenance Dept	461.XX.6499.00.819.00.000	449	-	449
SSA Deaf Program	461.XX.6499.00.838.00.000	526	2,000	2,526
Administration Building	461.XX.6499.00.842.00.000	2,213	175	2,388
Admin. Annex Building	461.XX.6499.00.843.00.000	339	1,812	2,151
Police Dept.	461.XX.6499.00.850.00.000	42	51	93
Early College H.S.	461.XX.6499.00.013.00.000	8,107	6,268	14,375
	Total Expenditures	285,488	241,406	526,894
BUDGET CHANGE				
	Total Revenues	285,488	241,406	526,894
	Total Expenditures	(285,488)	(241,406)	(526,894)
	Adjusted Surplus	-	-	-

DONATION REPORT - FEBRUARY 2022
MONETARY DONATIONS

<u>Donor Name/Organization</u>	<u>Recipient</u>	<u>Account Number</u>	<u>Amount Given</u>
Education First FCU	Lucas Pre K	461.00.5749.00.133.00.C47	110
Education First FCU	Caldwood Elementary School	461.00.5749.00.104.00.C47	480
Education First FCU	Dishman Elementary School	461.00.5749.00.126.00.C47	730
Education First FCU	Fehl Price Elementary School	461.00.5749.00.131.00.C47	300
Education First FCU	Vincent Middle School	865.00.2190.00.048.00.S32	600
Education First FCU	Beaumont United High School	461.00.5749.00.014.00.C47	6,600
Education First FCU	Paul Brown Center	461.00.5749.00.012.00.C47	60
Education First FCU	Pathways Learning Center	461.00.5749.00.006.00.C47	50
Education First FCU	Taylor Career Center	461.00.5749.00.009.00.C47	90
Roy P. West, Jr.	Homer Drive Elementary School	461.00.5749.00.123.00.C47	150
West Brook Bruin Basketball Booster	West Brook High School - Boys Basketball	865.00.2190.00.008.00.S08	500
Jay and Belinda Scholz	West Brook High School - Academics for Life	865.00.2190.00.008.00.S83	750
Total Monetary Donations			8,800

RECORD OF DONATED ITEMS

<u>Donor Name/Organization</u>	<u>SAF Club/Department</u>	<u>Description of Items</u>	<u>Estimated Value</u>
Chick-fil-A	Beaumont United High School - SPED Students	Fruit Cups (100)	269
Chick-fil-A	Beaumont United High School - SPED Students	"Be Our Guest" Cards (59)	245
Exxon Mobil	Beaumont United High School	70 inch Television	50
Exxon Mobil	Charlton Pollard Elementary School	65 inch Television with Stand	50

**OFFICIAL MINUTES OF THE BOARD OF THE
BEAUMONT INDEPENDENT SCHOOL DISTRICT
IN THE BOARD ROOM OF THE BEAUMONT ISD ADMINISTRATION BUILDING
3395 HARRISON AVENUE BEAUMONT, TEXAS**

FEBRUARY 17, 2022

*Regular Meeting Minutes as Directed Under the Provisions of the Texas
Open Meetings Act, Texas Government Code, Chapter 551*

The Board Members of the Beaumont Independent School District met in regular meeting on Thursday, February 17, 2022, in the Board Room of the Administration Building located at 3395 Harrison Avenue in Beaumont, Jefferson County, Texas. The meeting was called to order at 3:40 p.m. by Robert C. Dunn, Sr., Presiding Officer.

CALL TO ORDER

President, Robert Dunn established a quorum.

ROLL CALL

PRESENT: Robert C. Dunn, Sr., Trustee & President
Woodrow Reece, II, Trustee & Vice President
Stacey Lewis, Jr., Trustee & Secretary
Joe A. Evans, Jr., Trustee
Tillie Hickman, Trustee
Kevin W. Reece, Trustee
Denise Wallace-Spooner, Trustee
Dr. Shannon Allen, Superintendent

ABSENT:

At 3:41 p.m., the board went in to closed session.

- 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:
 - LEGAL
 1. Pending or contemplated litigation matters and status report
 2. Matters on which the school district legal counsel's duties to the school district under the Texas Disciplinary

Rules of Professional Conduct or the State Bar of Texas
Clearly conflicts with the Texas Open Meetings Act

1. Engagement of Germer LLP

It was moved by Tillie Hickman, and seconded by Woodrow Reece, to approve the engagement of Germer LLP.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece,
Stacey Lewis, Joe A. Evans, Jr., Tillie
Hickman and Denise Wallace-Spooner

NAYS: Kevin Reece

ABSTAIN: NONE.

MOTION PASSED: 6-1

- PERSONNEL

1. Deliberation regarding the 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

1. Superintendent Evaluation

It was moved by Woodrow Reece, and seconded by Tillie Hickman, to approve the Superintendent's evaluation as discussed in closed session

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece,
Stacey Lewis, Joe A. Evans, Jr., Tillie

Hickman, Kevin Reece and Denise
Wallace-Spooner

NAYS: NONE.

ABSTAIN: NONE.

MOTION PASSED: 7-0

2. Consider assignment of Level 3 Employee
Grievance filed by Lindsey Jackson

It was moved by Denise Spooner, and seconded by Woodrow Reece, the Board designated Randall maxwell as the hearing officer to hear the Level 3 grievance in accordance with Board Policy DGBA (LOCAL).

It was further moved that written notice be provided to the parties that they will be given opportunity to respond to the hearing officer's recommendation in writing to be considered by the Board at the next regularly scheduled board meeting following receipt of the hearing officer's recommendation.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece,
Stacey Lewis, Joe A. Evans, Jr., Tillie
Hickman and Denise Wallace-Spooner

NAYS: Kevin Reece

ABSTAIN: NONE.

MOTION PASSED: 6-1

3. Hearing of Level Three Employee Grievance filed by Johnathan Williams

It was moved by and seconded by Joe Evans, and seconded by Tillie Hickman, the Board upheld the decision of the administration and denied the grievance and directed counsel to file a notice of nonappearance in the grievant's f-5 appeal.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Joe A. Evans, Jr., Tillie Hickman and Denise Wallace-Spooner

NAYS: Stacey Lewis and Kevin Reece

ABSTAIN: NONE.

MOTION PASSED: 5-2

4. Consider Recommendation of Board Designated Hearing Officer in Level 3 Parent Complaint: M.H.

It was moved by Stacey Lewis, and seconded by Tillie Hickman, the Board adopted the recommendation of Dr. Anita Frank, the Board Designated Level 3 Hearing Officer, and directed the Superintendent to ensure that the Board's decision is communicated to the grievants in writing.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman and Denise Wallace-Spooner

NAYS: Kevin Reece

ABSTAIN:

MOTION PASSED: 6-1

5. Consider Recommendation for Designation of Hearing Officer in Level 3 Parent Complaint: J.L.

It was moved by Joe Evans, and seconded by Stacey Lewis, the Board designated Randall Maxwell as the hearing officer to hear the Level 3 grievance in accordance with Board Policy FNG (Local).

It was further moved that written notice be provided to the parties that they will be given an opportunity to respond to the hearing officer's recommendation in writing to be considered by the Board at the next regularly scheduled board meeting following receipt of the hearing officer's recommendation.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman and Denise Wallace-Spooner

NAYS: Kevin Reece

ABSTAIN: NONE.

MOTION PASSED: 6-1

- REAL ESTATE
 1. Deliberation regarding the purchase, exchange, lease or value of real property
- 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 PM - PUBLIC HEARING**

A. 2020-2021 TAPR Annual Report

Dr. Anita Frank, Assistant Superintendent for Elementary Administration, presented the following information to the Board:

- TAPR Overview
- Content Summary
- Updates for 2020-2021
- District Overview – Not Rated
- District Accreditation Status for 2019-2020
- Student Information
- State and District Ethnic Distribution
- 2020-2021 Percentages Student Demographics
- Staff Information (Ethnic Distribution)

Randall Maxwell, presented information to the Board regarding the following:

- Attendance and Drop out Rates
- Graduation Rates
- STAAR Performance

Dr. Tyrrell White, presented the following information to the Board:

- 2021 Determination Levels – Special Education
- CCMR Related Indicators

- Student Performance in Postsecondary Institutions
- Total Graduates

Delana Barbay, presented the following information to the Board

- Annual Report on Campus Performance Objectives
- Campus Improvement Plans

Randall Maxwell, presented the following information to the Board:

- Violent and Criminal Incidents

Cheryl Hernandez, CFO, presented the following information to the Board:

- Financial Data

B. Public Comments

NONE.

III. **REGULAR OPEN BOARD MEETING**

A. INTRODUCTION OF REGULAR MEETING

- United States and Texas Flags Pledges of Allegiance – Beaumont United High School Color Guard posted the colors and the US and Texas Flags was led by Vincent MS 8th grader Amayah Eaglin.
- Recognitions, Debbie Bridgeman, presented the following recognitions:
 - Charlton-Pollard kindergartener Aniayah Sonnier - Completed all 2,500 puzzles in ST Math
 - CTE Month/Beaumont United First National Technical Honor Society (15 students)
 - National Counselors Week
 - National School Bus Driver Appreciation

B. STUDENT OUTCOMES

- Superintendent’s Report - -Dr. Shannon Allen, Superintendent of Schools, presented the following information to the Board:
 - a. Vision
 - b. Mission
 - c. Core Beliefs 1 and 6
 - d. 2022-2023 Budget Priorities
 - e. Board Budget Workshop – March
 - f. BISD-YMBL Partnership 2022 (March 20-21 BISD Fair Days)

- Cabinet Report
 - School Actions: School Design Plans - Anetra Cheatham, Chief Innovation Officer presented the following information to the Board:
 - System of Great Schools Accelerating Campus Excellence
 - BISD Vision and Mission
 - Objectives
 - Expanding Great Options
 - School Actions
 - ACE
 - Statewide Impact
 - Five Pillars of ACE Model
 - b. Guidance and Counseling Overview – Jenny Angelo, Executive Director for Curriculum and Instruction, presented the following information to the Board:

Lydia Sylvester, Director of School Counseling, presented the following information to the Board:

 - School Counseling Program Structure
 - Restructure and Refocus
 - Guidance Curriculum
 - Individual Planning
 - Responsive Services
 - Communities in Schools
 - Support Services
 - District-Wide Initiatives
 - Professional Development

C. PUBLIC COMMENTS

2 ½ Minutes

1. **Linda Gilmore**, 4695 Beale Street, signed up to address the Board regarding it takes a village.
2. **Airon Reynolds**, 6945 Roland Road, signed up to address the Board regarding Memorial Stadium.

1 ½ Minutes

1. NONE.

D. INFORMATION ITEMS

- Update on Personnel Activities-Derwin Samuels, Executive Director of Human Resources, presented information on the Personnel activities for the month of January 2022.
- Report for Tax Collections—Cheryl Hernandez, Chief Financial Officer, presented information on the General Fund Revenue and Exepeditures Report for the month of January 2022.
- Report for General Fund Revenue and Expenditures—Cheryl Hernandez, Chief Financial Officer, presented information on the General Fund Revenue and Exepeditures Report for the month of January 2022.
- Report for Campus Activities Funds and Donations—Cheryl Hernandez, Chief Financial Officer, presented information on the Campus Activities Funds and Donations for the month of January 2022.
- Report of Facilities Subcommittee Stacey Lewis, Co-Chair, presented information to the Board regarding the following:
 - Expansion, classrooms, Bingman engineering, ESSER Update – Phase I Lighting; water conservation; broken pipe at Natatorium has been repaired; indoor air quality generators; security vestibules; Athletics, side drainage for BU; Naming rights for Memorial Stadium

E. CONSENT AGENDA

1. Minutes of January 20, 2022, Regular Board Meeting.
2. Approve Personnel Hiring Recommendations including Chapter 21 and Director Employees
3. Approve revision to Board Policy CV (Local)
4. Approve Annual Report of Participation / Management Fees Under Cooperative Purchasing Contracts

5. Award Recommended Vendor for RFP 22.15 E-Rate Category 1 Network Equipment for Broadband
6. Award Recommended Vendor for RFP 22.16 E-Rate Category 2 Network Equipment
7. Award Recommended Vendors for RFP 22.17 Supplemental SPED Services
8. Approve recommended increase in the pay rate for the Substitute Bus Driver position in the Transportation Department for the 2021-2022 school year
9. Award Recommended Vendor for CSP 22.10 HVAC Upgrades Part 1
10. Approve Revised Goal Progress Measures
11. Approve Superintendent Board Constraint Progress Measures
12. Approve revision to Local Board Policies DGBA, FNG, and GF

It was moved by Denise Spooner, and seconded by Tillie Hickman, that the Board approve the items on the Consent Agenda as presented to the Board.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, Kevin Reece, and Denise Wallace-Spooner

NAYS: NONE.

MOTION PASSED: 7-0

F. ACTION ITEMS

1. Action, if any, on items discussed in closed session.
2. Approve Budget Amendments

It was moved by Stacey Lewis, and seconded by Denise Spooner, that the Board approve the budget amendments.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, Kevin Reece, and Denise Wallace-Spooner

NAYS: NONE.

MOTION PASSED: 7-0

3. Approve Purchases of \$50K or More

It was moved by Stacey Lewis, and seconded by Tillie Hickman, that the Board approve Purchases of \$50K or More.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, Kevin Reece, and Denise Wallace-Spooner

NAYS: NONE.

MOTION PASSED: 7-0

4. Approve Annual Investment Report

It was moved by Stacey Lewis, and seconded by Woodrow Reece, to Approve the Annual Investment Report.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, Kevin Reece, and Denise Wallace-Spooner

NAYS: NONE.

MOTION PASSED: 7-0

5. Approve increases in meal allowance rates for employees, students and non-employees

It was moved by Stacey Lewis, and seconded by Tillie Hickman, to Approve increase in meal allowance rates for employees, students and non-employees.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, Kevin Reece, and Denise Wallace-Spooner

NAYS: NONE.

MOTION PASSED: 7-0

6. Approve Implementation of Accelerating Campus Excellence School Action

It was moved by Stacey Lewis, and seconded by Tillie Hickman, to Approve Implementation of Accelerating Campus Excellence School Action.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, Kevin Reece, and Denise Wallace-Spooner

NAYS: NONE.

MOTION PASSED: 7-0

At 7:46 p.m., the Board returned to closed session.

At 10:41 p.m., the Board reconvened in open meeting to discuss and take action on items discussed in closed session are referenced above.

IV. **ADJOURNMENT**

The meeting adjourned at 10:50

**OFFICIAL MINUTES OF THE BOARD OF THE
BEAUMONT INDEPENDENT SCHOOL DISTRICT
IN THE BOARD ROOM OF THE BEAUMONT ISD ADMINISTRATION BUILDING
3395 HARRISON AVENUE BEAUMONT, TEXAS**

FEBRUARY 23, 2022

Regular Meeting Minutes as Directed Under the Provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551

The Board Members of the Beaumont Independent School District met in a board workshop on Wednesday, February 23, 2022, in the Board Room of the Administration Building located at 3395 Harrison Avenue in Beaumont, Jefferson County, Texas. The meeting was called to order at 5:05 p.m. by Robert C. Dunn, Sr., Presiding Officer.

CALL TO ORDER

President, Robert Dunn established a quorum.

ROLL CALL

PRESENT: Robert C. Dunn, Sr., Trustee & President
Woodrow Reece, II, Trustee & Vice President
Stacey Lewis, Jr., Trustee & Secretary
Joe A. Evans, Jr., Trustee
Tillie Hickman, Trustee
Denise Wallace-Spooner, Trustee
Dr. Shannon Allen, Superintendent

ABSENT: Kevin W. Reece, Trustee

At 5:06 p.m., the board went in to closed session.

1. 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:

- a. LEGAL

1. Pending or contemplated litigation matters and status report
2. Matters on which the school district legal counsel's duties to the school district under the Texas Disciplinary Rules of Professional

OFFICIAL AGENDA AND MEETING NOTICE

February 23, 2022

Conduct of the State Bar of Texas Clearly conflicts with the Texas Open Meetings Act

1. Superintendent's Contract

At 7:18 p.m. It was moved by Stacey Lewis, and seconded by Denise Spooner, to approve the Superintendent's Contract as discussed in closed session.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, and Denise Wallace-Spooner

NAYS: NONE.

MOTION PASSED: 6-0

b. PERSONNEL

1. Deliberation regarding the 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. **SPECIAL MEETING/REDISTRICTING WORKSHOP**

At 6:03 pm, the board convened in open meeting.

A. PUBLIC COMMENTS

2 ½ Minutes

NONE.

B. REDISTRICTING PRESENTATION

Gunnar Seaquist, Attorney with Bickerstaff Heath Delgado Acosta, LLP & Cameron Arceneaux, GIS Analyst, participated via virtual, of presented the follow information to the board:

- 2020 Census data
- Overall population
- Plan Deviations

C. ACTION ITEMS

1. Action, if any, taken on items discussed in closed session is noted above.
2. Approve Resolution Adopting Criteria for Use in 2022 Redistricting Process

It was moved by Woodrow Reece, and seconded by Tillie Hickman, that the Board approve Resolution Adopting Criteria for Use in 2022 Redistricting Process.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, and Denise Wallace-Spooner

NAYS: NONE.

MOTION PASSED: 6-0

3. Approve Resolution Adopting Guidelines for Persons Submitting Specific Redistricting Proposals and Providing Comments

It was moved by Tillie Hickman, and seconded by Woodrow Reece, that the Board approve the Resolution Adopting Guidelines for Persons Submitting Specific Redistricting Proposals and Providing Comments.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, and Denise Wallace-Spooner

OFFICIAL AGENDA AND MEETING NOTICE

February 23, 2022

NAYS: NONE.

MOTION PASSED: 6-0

4. Approve Purchases Over \$50K

It was moved by Stacey Lewis, and seconded by Woodrow Reece, that the Board approve Purchases Over \$50K.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, and Denise Wallace-Spooner

NAYS: NONE.

MOTION PASSED: 6-0

5. Approve a one-time stipend to incentivize the reporting of the intent to return to the district for the 2022-2023 school year by key Special Services Department personnel

It was moved by Stacey Lewis, and seconded by Tillie Hickman, that the Board approve a one-time stipend to incentivize the reporting of the intent to return to the district for the 2022-2023 school year by key Special Services Department personnel.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., Tillie Hickman, and Denise Wallace-Spooner

NAYS: NONE.

MOTION PASSED: 6-0

III. **ADJOURNMENT**

The meeting adjourned at 7:30 p.m.

**OFFICIAL MINUTES OF THE BOARD OF THE
BEAUMONT INDEPENDENT SCHOOL DISTRICT
IN THE BOARD ROOM OF THE BEAUMONT ISD ADMINISTRATION BUILDING
3395 HARRISON AVENUE BEAUMONT, TEXAS**

MARCH 7, 2022

Regular Meeting Minutes as Directed Under the Provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551

The Board Members of the Beaumont Independent School District met in a board workshop on Monday, March 7, 2022, in the Board Room of the Administration Building located at 3395 Harrison Avenue in Beaumont, Jefferson County, Texas. The meeting was called to order at 5:07 p.m. by Robert C. Dunn, Sr., Presiding Officer.

CALL TO ORDER

President, Robert Dunn established a quorum.

ROLL CALL

PRESENT: Robert C. Dunn, Sr., Trustee & President
Woodrow Reece, II, Trustee & Vice President
Stacey Lewis, Jr., Trustee & Secretary
Tillie Hickman, Trustee
Kevin W. Reece, Trustee (via phone)
Denise Wallace-Spooner, Trustee
Dr. Shannon Allen, Superintendent

ABSENT: Joe A. Evans, Jr., Trustee

At 5:09 p.m., the board went in to closed session.

1. 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:

- a. LEGAL

1. Pending or contemplated litigation matters and status report
2. Matters on which the school district legal counsel's 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

b. PERSONNEL

1. Deliberation regarding the 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. **SPECIAL MEETING**

At 5:35 pm, the board convened in open meeting.

A. DISCUSSION ITEMS

1. Discuss Possible Proposal and Criteria for Naming Rights of Memorial Stadium

Cheryl Hernandez, CFO shared the following information on Naming Rights with the Board:

- RFP's of Business Partner
 - Qualifications and Requirements of Business Partner
 - Activity in the Community
 - New Company in the District
 - Added Value
- Evaluation and Award Notification
- Evaluation – used as determinant
- Scope of Proposal
- Facilities Overview
- Potential Deliverables
 - Media
 - Signage
 - Corporate Use of Stadium

- o Advertising/Promotional opportunities
 - Recommended Exhibit Packages
 - o Stadium Press Box
 - o Illuminate Marquis Sign
 - o Scoreboard
 - Stacey Lewis asked that we have a stadium name and that we could put that as a stipulation that we will not fold on this name.
2. Discuss the Facilities Committee to explore naming rights for West Brook & Beaumont United’s baseball fields, softball fields and basketball gymnasiums
- Exploring the costs
 - Drainage at BU fields
 - Turf and seating options
3. Discussion TASB Local Policy CW (LOCAL)
- Various other districts’ CW (LOCAL) policy comparisons

B. ACTION ITEMS

1. Consider replacing and removing Mike “O.C.” Taylor’s name from the Career Center and renaming the building the Career and Technology Center

It was moved by Stacey Lewis, and seconded by Woodrow Reece, that the Board replacing and removing Mike “O.C.” Taylor’s name from the Career Center and renaming the building the Career and Technology Center.

President Robert Dunn called for a vote on the motion:

YAYS: Robert C. Dunn, Sr., Woodrow Reece, Stacey Lewis

NAYS: Tillie Hickman

ABSTAINED: Denise Spooner

NOT VOTING: Kevin Reece

MOTION PASSED: 3-1 with 1 abstention (Kevin Reece did not cast a vote)

ADJOURNMENT

The meeting adjourned at 6:38 p.m.



Board Exhibit Cover Sheet

Meeting Date: March 24, 2021

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

Agenda Item Title: Approve Hiring Chapter 21 and Director Employees

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

Additional Presenter(s): N/A

Executive Summary: Listed below are Chapter 21 recently hired within the District

Recommendation: Approve Administration's Hiring Recommendation. The employees' names are included with the enclosed coversheet.

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):

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

Derwin Samuels, Jr.
Cabinet Level Presenter's Signature

3/27/2022
Date

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

Date

General Counsel's Signature

Date



Beaumont ISD

Preparing Our Next Generation

Administration's Hiring Recommendation

Larry Haynes



Board Exhibit Cover Sheet

Meeting Date: March 24, 2022

Agenda Item/Exhibit Number: **III.E.3.**

Agenda Item Title: Award recommended vendor for RFP # 22.13 Contract for Moving Services

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Beau Carroll

Executive Summary: An RFP was issued for Moving Services to expand access to local moving companies. The scope included labor only moves, location moves, and debris haul-off. There were two bid responses.

Recommendation: Approve Safe Move and Brush Masters as approved vendors for Moving Services. Safe Move is an excellent commercial moving company for larger projects, while Brush Masters offers low-cost services for smaller moves or labor only projects.

Budget Impact* (if applicable): \$40,000

Funding Source (if applicable): General 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):

Cheryl Hernandez
Cabinet Level Presenter's Signature

3/9/2022
Date

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

Date

General Counsel's Signature

Date

Beaumont ISD
 RFP #22.13 Contract for Moving Services

Description	BRUSHMASTERS		SafeMove	
		Points		Points
Price (45)		45.00		40.00
Experience of the vendor (15)		10.00		15.00
Proximity to District (15)		15.00		15.00
Meets district needs (20)		15.00		20.00
Minority or Woman owned business (5)		0.00		0.00
	CARROLL	85.00		90.00
	SARVER	95.00		85.00
	AVERAGE	90.00		87.50

Bid Evaluators:
 Beau Carroll
 Carrie Sarver

Results certified by:
 Doris Brown

Approved by:
 Peggy Haynes



Board Exhibit Cover Sheet

Meeting Date: March 24, 2022

Agenda Item/Exhibit Number: **III.E.4.**

Agenda Item Title: Award recommended vendor for RFP # 22.21 District-wide Tutoring Services

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Anetra Cheatham

Executive Summary: An RFP was issued for district-wide tutoring services to assist the district with complying with HB 4545. There were 20 invitations sent to prospective companies. We received 6 proposals.

Recommendation: Approve Sylvan Learning, Mathnasium, and Mind Rise as awarded vendors. These three vendors will assist in covering reading and math tutoring throughout the district.

Budget Impact* (if applicable): \$1,200,000

Funding Source (if applicable): Federal Fund / Esser III

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):
Ch. 44.031, 2 CFR 200, EDGAR

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

Beaumont ISD

RFP #22.21 District-Wide Tutoring Services

Description	Sylvan		Mathnasium		Wowzers	
		Points		Points		Points
Price (35)		30.00		35.00		25.00
Reputation of vendor's goods and services (10)		10.00		10.00		5.00
Meets district needs (15)		15.00		15.00		10.00
Quality of vendor services (15)		15.00		15.00		10.00
Minority or Woman owned business (5)		0.00		0.00		5.00
Past experience with Texas school districts (20)		20.00		20.00		15.00
	CARROLL	90.00		95.00		70.00
	BANKS	90.00		100.00		60.00
	AVERAGE	90.00		97.50		65.00

Bid Evaluators:

Beau Carroll

Jeriah Banks

Results certified by:

Carrie Sarver

Approved by:

Anetra Cheatham

	Mind Rise		FEV Tudor		Kelly Education	
		Points		Points		Points
Price (35)		25.00		25.00		20.00
Reputation of vendor's goods and services (10)		10.00		10.00		10.00
Meets district needs (15)		10.00		5.00		10.00
Quality of vendor services (15)		10.00		10.00		10.00
Minority or Woman owned business (5)		5.00		5.00		5.00
Past experience with Texas school districts (20)		15.00		10.00		15.00
		75.00		65.00		70.00
		65.00		55.00		50.00
		70.00		60.00		60.00



Board Exhibit Cover Sheet

Meeting Date: March 24, 2022

Agenda Item/Exhibit Number: **III.E.7.**

Agenda Item Title: APPROVAL OF WAIVER FOR SPECIAL EDUCATION REMOTE HOMEBOUND

Cabinet Level Presenter(s): Dr. Tyrell L. White, Senior Director for Special Services

Additional Presenter(s): Mrs. Richelle Brooks, Special Education Director

Executive Summary: The Texas Education Agency (TEA) requires districts to request a waiver to provide **remote** special education homebound services. Students with a chronic medical condition, weakened immune system, or other significant health conditions may warrant remote homebound instruction. The need for homebound service is determined through a Homebound Physician's Referral Document completed and signed by a Physician licensed to practice in the United States. The waiver request/application must include Board Meeting Minutes documenting the approval by the LEA's Board of Trustees.

School districts are able to provide special education **remote** homebound instruction to a student if:

1. The student's Admission, Review, Dismissal (ARD) committee has determined that the remote homebound instruction to be provided meets the needs of the student.
2. The ARD committee has documented the determination in the student's Individualized Education Plan (IEP).
3. All other requirements related to the provision of special education homebound instruction are met **except face-to-face instruction** from the homebound teacher.

Recommendation: Approve the action item as presented.

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):

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

Cabinet Level Presenter's Signature

3/9/2022

Date

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

Date

General Counsel's Signature

Date

**Required Information (entered on waiver application):**

- LEA Contact (*First Name, Last Name, Phone, Email*)
- Date of Board Approval
- Supplemental Information (see instructions below)

**Supporting Documentation (submitted with waiver application):**

- Copy of official board minutes showing approval to submit the TXVSN course review waiver request or the official agenda clearly showing the request for board action regarding the TXVSN course review waiver request , if minutes not yet available
- LEA Contact (*First Name, Last Name, Phone, Email*)
- Date of Board Approval
- School Year(s) Requested (*up to 3*)
- The final course list that was generated within the TXVSN ECSS system (see instructions below)
- The completed TXVSN Course Review Waiver Request Assurance Statements document (see document below)

**Resources:**

- [Instructions to Request a Waiver from the TXVSN Course Review Process](#)
- [TXVSN Course Review Waiver Request Assurance Statements](#)



Remote Homebound Instruction Waiver

Remote homebound instruction means remote instruction in which a student receives individualized instruction through the General Education Homebound (GEH) program or Compensatory Education Home Instruction (CEHI) program and in which all requirements of the program are met except for in-person instruction from the homebound teacher.

If your school district provides remote homebound instruction to an eligible *regular education student*, your district may, with the approval of a waiver request, count the student in attendance for FSP funding purposes provided that all requirements of the homebound program are met except for face-to-face instruction from the homebound teacher.

If a waiver is granted, the affected student will generate attendance (eligible days present) according to the homebound funding provisions in 3.7.3 GEH Funding Chart or 9.10 Confinement and Earning Eligible Days Present, as applicable.

If your school district provides remote homebound instruction to a *special education student*, your district may, with the approval of a waiver request, count the student in attendance for FSP funding purposes, including weighted funding purposes, provided that the following requirements are met:

- The student's ARD committee must have determined, in a manner consistent with state and federal law, that the remote homebound instruction to be provided meets the needs of the student.
- The ARD committee must have documented that determination in the student's IEP.
- All requirements related to the provision of special education homebound instruction must be met except for face-to-face instruction from the homebound teacher.

If a waiver is granted, the affected student will generate attendance (eligible days present) according to the homebound funding provisions in 4.7.2.5 Homebound Funding and Homebound Documentation Requirements.



Things to Consider:

- This waiver is granted on a per-student basis
- The documentation used to determine the student's need for remote homebound services should be maintained for audit purposes. (*Refer to Student Attendance Accounting Handbook Section 2.1 General Audit Requirements.*)



Required Information (entered on waiver application):

- When submitting a waiver request for a *regular education student*, cite the following requirement in item 3 of the General Questions section: the requirement that a homebound teacher serve a student in person at the student's home or hospital bedside in order for FSP funding to be generated, as required by 3.7.3 GEH Funding Chart or 9.10 Confinement and Earning Eligible Days Present, as applicable, of the handbook, which is adopted annually through 19 TAC §129.1025.
- When submitting a waiver request for a *special education student*, cite the following requirement in item 3 of the General Questions section: the requirement that a homebound teacher serve a student in person at the student's home or hospital bedside in order for FSP funding to be generated, as required by 4.7.2.5 Homebound Funding and Homebound Documentation Requirements of the handbook, which is adopted annually through 19 TAC §129.1025.
- LEA Contact (*First Name, Last Name, Phone, Email*)

- Date of Board Approval
- School Year(s) Requested (*only 1*)
- Supplemental Information ([see appendix 2](#))



Supporting Documentation (submitted with waiver application):

- Board agenda from meeting at which the waiver application request was approved
- Meeting minutes from the board meeting at which the waiver application request was approved indicating approval



Resources:

- [Student Attendance Accounting Handbook](#)
 - 2.1 General Audit Requirements
 - 3.7 General Education Homebound (GEH) Program
 - 3.7.3 GEH Funding Chart
 - 4.7.2.5 Homebound Funding and Homebound Documentation Requirements
 - 9 Pregnancy Related Services
 - 9.1 Confinement and Earning Eligible Days Present

Waivers Related to Students Taking Dual Credit Courses at Institutions of Higher Education (IHE)

If district students are taking dual credit courses at an IHE with a calendar of fewer than 75,600 minutes, including intermissions and recesses, your district may apply for a waiver of the 75,600-minute calendar requirement.

If early college high school (ECHS), P-TECH, Industry Cluster Innovative Academy (ICIA), or Texas Science, Technology, Engineering, and Math (T-STEM) students and students take dual credit courses at an IHE with a calendar that begins before the fourth Monday in August, your district may apply for a waiver of the start date requirement.



Things to Consider:

- If the IHE's calendar is shorter than your school district's calendar, report the student's attendance in TSDS PEIMS with a different track to reflect the shorter calendar. Reporting the student with a separate track will prevent any reduction in state funding.



Board Exhibit Cover Sheet

Meeting Date: March 24, 2022

Agenda Item/Exhibit Number: **III.E.8.**

Agenda Item Title: Consider approval of retention stipends and longevity pay for employees for the 2022-2023 school year

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

Additional Presenters: Cheryl Hernandez, Chief Financial Officer

Executive Summary: To express our appreciation and recognize the exceptional hard work and dedication our valued team members have shown during these unprecedented times, and in an effort to encourage employee retention, the District is requesting retention stipends be awarded to all returning employees for the 2022-2023 school year. The District has received ESSER funds that can be used to support staff retention and we believe this is an excellent way to utilize these resources. The stipend will be derived from 4% of the employees base pay capped at the highest paid teacher. Employees will also receive longevity pay that will recognize years of service to Beaumont ISD.

Recommendation: Approve the retention stipend and longevity pay to all returning employees for the 2022-2023 school year.

Budget Impact* (if applicable):

Funding Source (if applicable): ESSER Funds

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):

Derwin Samuels, Jr.
Cabinet Level Presenter's Signature

3/21/2022
Date

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

3/21/2022
Date

General Counsel's Signature

Date



Board Exhibit Cover Sheet

Meeting Date: March 24, 2022

Agenda Item/Exhibit Number: **III.E.9.**

Agenda Item Title: Approve TASB Risk Management Fund Amended Interlocal Participation Agreement

Cabinet Level Presenter(s): Dr. Shannon Allen

Executive Summary: The Interlocal Participation Agreement (IPA) is the foundational agreement of the TASB Risk Management Fund (Fund). The Fund is a self-funded risk pool, and the IPA is the agreement through which Fund Members participate in the Fund. The IPA sets out the basic terms, conditions, and requirements of Fund membership. Through an executed IPA, Fund Members may participate in the various lines of coverage offered by the Fund. Membership in each specific Fund program is created and controlled through a Contribution and Coverage Summary (CCS). The IPA has not been amended since 2012, and therefore, the proposed amendments follow a routine 10-year review. The Board must adopt the amended IPA in order to continue participating in the Fund for coverage. The amendments are detailed in the board packet.

Recommendation: Approve the TASB Risk Management Fund Amended Interlocal Participation Agreement.

Budget Impact* (if applicable): Not Applicable

Funding Source (if applicable): Not Applicable

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

Legal Review (if necessary, list attorney and firm): Sierra Fisher, General Counsel

Cabinet Level Presenter's Signature

Date

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

Date

General Counsel's Signature

Date



TASB Risk Management Fund Interlocal Participation Agreement Frequently Asked Questions

What is the IPA?

The Interlocal Participation Agreement (IPA) is the foundational agreement of the TASB Risk Management Fund (Fund). The Fund is a self-funded risk pool, and the IPA is the agreement through which Fund Members participate in the Fund. The IPA sets out the basic terms, conditions, and requirements of Fund membership.

Through an executed IPA, Fund Members may participate in the various lines of coverage offered by the Fund. Membership in each specific Fund program is created and controlled through a Contribution and Coverage Summary (CCS).

The IPA is approved once by each Fund Member's board. It remains in effect until the Fund Member ceases to participate in at least one Fund coverage program or the Fund terminates the IPA.

Does the IPA require Board approval?

Yes. The Fund is an interlocal entity formed under the provisions of Chapter 791 of the Texas Government Code. This law requires that an interlocal agreement be authorized by the governing body of each party to the agreement.

What is the effective date of the IPA?

The amended IPA is effective on May 1, 2022, for all Fund Members. Members should return a board-approved IPA prior to May 13, 2022. If the Fund Member takes no action, the IPA will still go into effect.

For Members who take no action, renewal proposals for coverage on or after May 1, 2022, will be contingent on the member returning a board-approved IPA. Coverage effective on or after May 1, 2022, will not be renewed without a properly executed IPA.

Members may also terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022.

Why is the IPA Changing?



The IPA was last approved by the Fund Board in April 2012 as a universal IPA covering all Fund programs. It has not been modified since 2012. The Fund reviews and updates its IPA at least once every ten years or more frequently, as needed.

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

What are the specific changes to the IPA?

A thorough explanation of the changes is included in this document on the following page.

Can my organization make changes to the IPA?

No. This IPA was approved by the TASB Risk Management Fund Board on November 12, 2021, and is effective on May 1, 2022. The IPA is a Board-approved agreement and is universal. All members of the Fund agree to the same terms of participation.

What if my organization doesn't agree to the terms of the new IPA?

Fund Members who do not agree to the terms of the new IPA may terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022, prior to the IPA going into effect on May 1, 2022.

Who can I contact for additional information?

General questions can be directed to your Risk Management Marketing Consultant. If your questions are specific to the terms of the IPA, please contact Paul Taylor, Director of Legal and Regulatory Affairs in TASB Risk Management Services, at paul.taylor@tasb.org.

What are the steps for signing and returning the IPA?

As part of the Board approval process, the Board may authorize an administrator to sign the IPA. Electronic signatures are acceptable. The date of Board approval must be recorded on the signature page.

Please return the executed IPA to tasbrmf@tasbrmf.org no later than May 13th, 2022. Once the executed IPA is received, it will be countersigned by the Fund and a copy will be provided for your records.

Explanation of Changes to the IPA

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

Clarity:

- Section 2, **Program Participation**, removes references to the original Fund programs to allow expansion of programs and services by the Fund.
- Section 5, **Agreement to Pay Contributions**, now separately addresses situations where Fund Members fail to pay contributions or fail to repay the Fund any other amounts owed. The adjusted contribution provision is also moved to this section.
- Section 6, **Contribution and Coverage Summary**, states the CCS, Coverage Agreements, Endorsements, and Addenda are incorporated into the IPA as one agreement.
- Section 8, **Other Duties of Fund Member**, is expanded to address Cooperation and Access and authorizes the Fund access to member data held by the Fund's administrator and its other affiliated entities.
- Section 11, **Subrogation and Assignment of Rights**, combines the two former sections on Subrogation into one section.

Updates to Member Duties and Obligations:

- Section 4, **Termination**, specifies that a Fund Member attempting to terminate the agreement after their renewal term begins still owes the full contribution amount.
- Section 7, **Loss Prevention**, states that loss prevention recommendations are given without warranty.
- Section 15, **Fund Member's Designation of Coordinator**, states the Fund Member must appoint an employee with appropriate authority as Program Coordinator and may not delegate communication to a third-party.
- Section 16, **Risk Sharing Agreement**, states the IPA is a risk sharing and risk participation agreement and is not a contract of insurance. This section also provides that any ambiguity in the agreement will not be construed against the Fund.
- Section 23, **Authorization**, states the Fund Member authorizes the Program Coordinator or CEO to approve and bind current and future agreements with the Fund.
- In addition to the authorized signature, the new IPA requires entry of the date of approval of the IPA by the Fund Member's Board of Trustees.

Revisions to Dispute Resolution provisions:

- Section 22, **Dispute Resolution**, requires an appeal to the Fund Board and mediation in Travis County, before pursuing litigation. The IPA requires that a suit against the Fund be filed in Travis County.
- A **Waiver and Estoppel** provision is added to the IPA to ensure that the parties to the agreement can enforce the contractual provisions in the IPA.
- The **Assignment** clause is updated and moved to Section 22 and states that a Fund Member may not transfer any interest in claim-related payments from the Fund to a third party. Action by the Fund Member which grants or attempts to grant interest or control over any claim payments suspends the Fund's obligation to make any claim payments under the agreement. This provision prohibits assignments to a third-party under a contingency fee contract or similar agreement.

TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
 - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
 - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
 - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
 - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
 - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

8. Other Duties of Fund Member.

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

11. Subrogation and Assignment of Rights.

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
 - Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
 - Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

Waiver and Estoppel. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

Assignment. This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or tasbrmf@tasbrmf.org. The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
 - CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
 - "Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
 - Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
 - Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.

26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Beaumont ISD**

By: _____

Date: _____

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

Date approved by Fund Member's Board of Trustees: _____

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____

Date: _____

Chair, TASB Risk Management Fund Board of Trustees



Board Exhibit Cover Sheet

Meeting Date: March 24, 2022

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

Agenda Item Title: Approve Budget Amendments

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary:

Recommendation: Approve budget amendment GF-9 and accept amendments SR-24, SR-25, SR-26, and SR-27

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

Explanations of March Budget Amendments

General Fund GF-9

- Transfer \$4,000 from instructional general supplies to school leadership fixed assets to purchase radios for school leadership – Smith MS (042).
- Transfer \$880 from instructional fixed assets to school leadership fixed assets to purchase technology for school leadership – Jones-Clark ES (129).
- Transfer a total of \$4,500 from library general supplies to instructional general supplies – Jones-Clark ES (129).
- Transfer \$1,500 from staff development professional services to instructional leadership extra duty for after school tutorials coordinator pay – Jones-Clark ES (129).
- Transfer \$5,000 from co-curricular student travel to instructional general supplies – Taylor Career Center (009).
- Transfer \$5,000 from instructional salaries to payments to fiscal agent for additional costs for RDSPD billing – Special Education Dept (814).
- Transfer a total of \$127,651 from guidance & counseling and instructional leadership salaries to general administration salaries for SPED PCN repurposing – Special Education salaries (814).
- Transfer \$700 from band co-curricular misc contracted services to band instructional general supplies – Fine Arts @ Beaumont United HS (014).
- Transfer \$5,000 from instructional general supplies to instructional leadership extra duty for after school tutorials coordinator pay – Beaumont United HS (014).
- Transfer \$8,000 from instructional general supplies to co-curricular student travel for extra curricular field trips – Fletcher ES (110).
- Transfer \$80 from band co-curricular general supplies to band instructional general supplies – Fine Arts @ Marshall MS (046).
- Increase Transportation budget \$500,000 for diesel fuel for buses.

SR-24 – FUND 263 TITLE III PART A LEP – TEA Grant increased \$109,257

SR-25 – FUND 255 TITLE II PART A – TEA Grant increased \$830,180

SR-26 – FUND 211 TITLE I PART A – TEA Grant increased \$980,705

SR-27 – FUND 289 TITLE IV PART A – TEA Grant increased \$447,286

2021-2022 BUDGET AMENDMENT NUMBER GF-8

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Expenditures</u>			
197.11.6399.04.042.30.000	36,875	(4,000)	32,875
197.23.6395.04.042.30.000	-	4,000	4,000
198.11.6395.04.129.30.000	8,200	(880)	7,320
198.23.6395.01.129.99.000	2,167	880	3,047
198.12.6399.04.129.30.000	2,000	(2,000)	-
198.12.6399.04.129.99.000	2,500	(2,500)	-
198.11.6399.04.129.30.000	24,000	4,500	28,500
198.13.6219.04.129.30.000	1,500	(1,500)	-
198.21.6117.04.129.30.301	-	1,500	1,500
199.36.6412.02.009.22.000	5,656	(5,000)	656
199.11.6399.02.009.22.000	55,830	5,000	60,830
199.11.6119.90.014.11.000	3,385,219	(5,000)	3,380,219
199.93.6492.65.814.23.000	380,000	5,000	385,000
199.31.61XX.90.814.23.000	331,710	(41,951)	289,759
199.21.61XX.90.814.23.000	924,868	(85,700)	839,168
199.41.61XX.90.814.23.000	-	127,651	127,651
199.36.6299.42.014.99.210	700	(700)	-
199.11.6399.42.014.11.210	3,550	700	4,250
199.11.6399.04.014.30.000	48,125	(5,000)	43,125
199.21.6117.04.014.30.301	4,400	5,000	9,400
199.11.6399.04.110.30.000	41,940	(8,000)	33,940
199.36.6412.04.110.30.000	-	8,000	8,000
199.36.6399.42.046.99.210	700	(80)	620
199.11.6399.42.046.11.210	960	80	1,040
199.34.6311.61.920.99.000	540,541	500,000	1,040,541
 Total Expenditures		<u>500,000</u>	
 Net Change in the General Fund Budget		<u>(500,000)</u>	

2021-2022 BUDGET CHANGE

Total Revenues/Other Sources	173,445,347		173,445,347
Total Expenditures	<u>177,295,817</u>	<u>500,000</u>	<u>177,795,817</u>
 2021-2022 Adjusted	 (3,850,470)	 (500,000)	 (4,350,470)

2021-2022 BUDGET AMENDMENT NUMBER SR-24

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
263.00.5929.00.000.00.000		109,257	
Instruction			
<u>263.11.639X.00.809.25.000</u>	-	112,092	112,092
263.11.61XX.00.809.25.000	-	5,166	5,166
Curriculum Development & Instruction			
263.13.61XX.00.809.25.000	-	3,400	3,400
263.13.6411.00.809.25.000	10,000	8,000	18,000
263.13.62XX.00.809.25.000	9,000	19,500	28,500
263.13.6399.00.809.25.000		24,207	24,207
Instructional Leadership			
<u>263.21.6119.00.809.25.000</u>	125,938	(112,327)	13,611
263.21.6141.00.809.25.000	2,001	(1,525)	476
263.21.6142.00.809.25.000	11,102	(8,561)	2,541
263.21.6143.00.809.25.000	504	(370)	134
263.21.6146.00.809.25.000	10,555	(6,509)	4,046
263.21.6411.00.809.25.000	-	4,000	4,000
263.21.6137.00.809.25.000	-	1,000	1,000
263.21.6399.00.809.25.000	1,018	40,000	41,018
Community Services			
<u>263.61.6399.00.809.25.000</u>	-	12,000	12,000
263.61.6411.00.809.25.000	-	1,800	1,800
263.61.6395.00.809.25.000	-	1,500	1,500
263.61.61XX.00.809.25.000	-	5,884	5,884
Total Expenditures		<u>109,257</u>	
Net (Increase) Title III PART A LEP		-	

2021-2022 BUDGET CHANGE

Total Revenues/Other Sources	235,618	109,257	344,875
Total Expenditures	<u>235,618</u>	<u>109,257</u>	<u>344,875</u>
2021-2022 Adjusted	-	-	-

2021-2022 BUDGET AMENDMENT NUMBER SR-25

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
255.00.5929.00.000.00.000		830,180	
Instruction			
<u>255.11.6395.00.854.2x.000</u>	-	5,000	5,000
255.11.61xx.xx.854.2x.000		47,936	47,936
255.11.6299.00.854.2x.000	2,000	2,000	4,000
255.11.63xx.00.854.2x.000	10,000	275,000	285,000
255.11.6411.00.854.2x.000	5,000	25,000	30,000
Curriculum Development & Instruction			
<u>255.13.62xx.00.854.2x.000</u>	135,370	148,417	283,787
255.13.6399.00.854.2x.000	1,000	115,000	116,000
255.13.6499.00.854.2x.000	7,655	7,000	14,655
Instructional Leadership			
<u>255.21.61xx.00.854.2x.000</u>	78,874	3,742	82,616
255.21.6299.00.854.2x.000	2,000	3,000	5,000
255.21.63xx.00.854.2x.000	20,000	188,085	208,085
255.21.6411.00.854.2x.000	5,000	10,000	15,000
 Total Expenditures		<u>830,180</u>	
 Net (Increase) Title II PART A		830,180	

2021-2022 BUDGET CHANGE

Total Revenues/Other Sources	937,518	830,180	1,767,698
Total Expenditures	<u>937,518</u>	<u>830,180</u>	<u>1,767,698</u>
 2021-2022 Adjusted	-	-	-

2021-2022 BUDGET AMENDMENT NUMBER SR-26

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
211.00.5929.00.000.00.000		980,705	
<u>Instruction</u>			
211.11.639x.00.123.30.000	131,945	(9,000)	122,945
211.11.6399.00.830.24.000	306,767	475,000	781,767
<u>Curriculum Development & Instruction</u>			
211.13.6411.00.123.30.000	-	9,000	9,000
211.13.6399.00.830.24.000	47,320	367,054	414,374
<u>Instructional Leadership</u>			
211.21.6139.00.830.30.000	-	10,000	10,000
211.21.6399.00.830.24.000	20,000	60,717	80,717
211.21.6411.00.830.24.000	7,750	5,250	13,000
<u>Community Services</u>			
211.61.61xx.00.830.xx.xxx	79,028	40,184	119,212
211.61.6399.00.830.30.290	545	7,500	8,045
211.61.6411.00.830.24.290	200	15,000	15,200
Total Expenditures		<u>980,705</u>	
Net (Increase) Title I PART A		-	

2021-2022 BUDGET CHANGE

Total Revenues/Other Sources	7,573,725	980,705	8,554,430
Total Expenditures	<u>7,573,725</u>	980,705	<u>8,554,430</u>
2021-2022 Adjusted	-	-	-

2021-2022 BUDGET AMENDMENT NUMBER SR-27

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
289.00.5929.00.000.00.000		447,286	
Instruction			
<u>289.11.6339.00.856.11.000</u>	58,141	16,589	75,000
289.11.6395.00.856.24.000	3,000	10,000	13,000
289.11.6399.00.123.11.000	-	1,666	1,666
289.11.6399.00.125.11.000	-	1,071	1,071
289.11.6399.00.126.11.000	-	1,496	1,496
289.11.6399.00.127.11.000	-	1,500	1,500
289.11.6399.00.128.11.000	-	1,930	1,930
289.11.6399.00.129.11.000	-	2,090	2,090
289.11.6399.00.856.11.000	-	239,838	239,838
289.11.6399.00.856.24.000		10,000	
Curriculum Development & Instruction			
<u>289.13.639x.00.856.24.000</u>	67,361	38,176	105,537
289.13.6411.00.856.24.000	-	2,000	2,000
Instructional Leadership			
<u>289.21.6139.00.858.24.000</u>	-	1,202	1,202
289.21.6141.00.858.24.000	-	5	5
289.21.6143.00.858.24.000	-	2	2
289.21.6395.00.856.11.000	-	506	506
289.21.6399.00.856.11.000	100,000	90,000	190,000
Guidance & Counselors			
<u>289.31.6112.91.134.28.000</u>	-	1,235	1,235
289.31.6119.00.134.28.000	-	21,527	21,527
289.31.6137.00.134.30.000	-	500	500
289.31.6137.00.856.30.000	-	1,500	1,500
289.31.6141.00.134.28.000	-	244	244
289.31.6141.91.134.28.000	-	18	18
289.31.6142.00.134.28.000	-	1,398	1,398
289.31.6142.00.856.30.000	62	2,038	2,100
289.31.6143.00.134.28.000	-	66	66
289.31.6143.91.134.28.000	-	7	7
289.31.6146.00.134.28.000	-	682	682
Total Expenditures		<u>447,286</u>	
Net (Increase) Title IV PART A		-	

2021-2022 BUDGET CHANGE

Total Revenues/Other Sources	567,394	447,286	1,014,680
Total Expenditures	<u>567,394</u>	<u>447,286</u>	<u>1,014,680</u>

2021-2022 Adjusted	-	-	-
--------------------	---	---	---



Board Exhibit Cover Sheet

Meeting Date: March 24, 2022

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

Agenda Item Title: Approve Purchases over \$50,000.00

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Toni McPherson, Peggy Haynes, Tiffany Eckenrod, Anetra Cheatham

Executive Summary: The attached list reflects the purchase over \$50,000.00.

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

Budget Impact* (if applicable): General Fund: \$555,880.00
Federal Fund: \$3,251,667.00

Funding Source (if applicable): General Fund and Federal Fund

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements): Ch. 44.031, EDGAR, 2 CFR 200

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

3/21/2022
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
McGriff	Business and Finance	Annual renewal of Workers Compensation Insurance. This is a 2.5% increase over LY.	Region IV # R191502	\$135,882.00
MidTex Oil	Transportation & Maintenance	Additional funds needed to cover increase in fuel costs for the remainder of the fiscal year.	Null	\$420,000.00
TOTAL				\$555,882.00

Federal Fund

CDWG	Information Technology	Purchase of 1700 solid state hard drives to upgrade Operation Connectivity laptops previously issued to teachers.	DIR-TSO 3763	Not to Exceed \$63,600.00
CDWG	Information Technology	Purchase of 1700 4GB sticks of UDIMM RAM to upgrade the Operation Connectivity laptops previously issued to teachers.	DIR-TSO 3763	Not to Exceed \$67,116.00
CDWG	Information Technology	Purchase of 1,850 Upgraded i5 laptops 256/HD / 16G RAM with docking stations.	DIR-TSO 3763	\$2,749,951.00
New Dairy (Borden)	Child Nutrition	<u>Revision:</u> Vendor was originally approved for \$815,000.00 in July 2021. Due to rising food costs, an additional \$100,000.00 is required to complete the school year	SPA	\$100,000.00 Increase to \$915,000.00
Gordon Food Service (non-food items)	Child Nutrition	<u>Revision:</u> Vendor was originally approved for \$354,000.00 in July 2021. Due to rising product costs, an additional \$40,000.00 is required to complete the school year	SPA	\$40,000.00 Increase to \$394,000.00

Hardie's Fresh Foods	Child Nutrition	<u>Revision:</u> Vendor was originally approved for \$364,932.00 in July 2021. Due to rising food costs, an additional \$75,000.00 is required to complete the school year	SPA	\$75,000.00 Increase to \$439,932.00
Mathnasium of Beaumont	Curriculum	Additional targeted, small-group tutoring. This will be on-line tutoring four days per week for two months. Smith Middle School: \$114,000.00 and Jones Clark Elementary \$42,000.00	RFP # 22.21	\$156,000.00
TOTAL				\$3,251,667.00



INVOICE

Customer	Beaumont Independent School
Acct #	23596
Date	03/01/2022
Customer Service	Joe Blasi Diana Smetters
Page	1 of 1

PAYMENT INSTRUCTIONS: DETACH AND RETURN WITH REMITTANCE TO:	
Regular Mailing Address: McGriff Lockbox Drawer 456 PO Box 11407 Birmingham, AL 35246-0456	Overnight Mailing Address: McGriff Lockbox Attention: Lockbox Dept. Drawer 456 2090 Parkway Office Circle Birmingham, AL 35244

Payment Information	
Invoice Summary	\$ 135,882.00
Payment Amount	
Payment for:	Invoice#328102
EWC009383	

Beaumont Independent School
 Beaumont Independent School District
 District
 3395 Harrison Ave.
 Beaumont, TX 77706-0000

Thank You

Please detach and return with payment



Customer: Beaumont Independent School

Invoice	Effective	Transaction	Description	Amount
328102	04/01/2022	Renew policy	Policy #EWC009383 04/01/2022-04/01/2023 MIDWEST EMPLOYERS CASUALTY CO Excess Workers Compensation - Renew policy	135,882.00

Total
\$ 135,882.00

Thank You

Please pay by invoice. Premiums are due and payable upon receipt or on the effective date whichever is later. Thank you!

McGriff Insurance Services, Inc. 2211 7th Ave South Birmingham, AL 35233	(205)252-9871	Date
		03/01/2022

BISD Transportation & Maintenance Fuel Expense Projections



		June '21	November '21	March '22
	Diesel	\$1.85	\$2.18	\$4.29
	Gas	\$1.77	\$2.08	\$3.59
	Gallons / month			
Transportation	21960	\$40,691.88	\$47,872.80	\$94,208.40
Maintenance	3100	\$5,480.80	\$6,448.00	\$11,129.00
	25060	\$46,172.68	\$54,320.80	\$105,337.40

Current inflationary trends have fuel prices up 128% since the beginning of the 2021 - 2022 school year.

Based on 15 weeks remaining in the fiscal year, the Transportation and Maintenance departments will need an additional estimated \$420,000. This estimate assumes an additional 15% increase in fuel costs between now and the end of the fiscal year.



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: CDWG	Quote Total: Not to Exceed \$63,600.00 (20% increase of quoted \$52,700)
Summary: Quote is for 1700 solid state hard drives to upgrade the Operation Connectivity laptops previously issued to teachers. 20% cushion was added due to market volatility. The quote is only good for 7 days due to inventory supply and high demand of the current market.	
Vendor Name: NewEgg Business	Quote Total: \$ 88,219.76
Summary: Quote includes 1700 total solid state hard drives to upgrade Operation Connectivity laptops. There are 999 sold by Homyl; 701 sold by Sennow. Due to the market constraints and supply, I was only able to quote the supply as listed on the quote.	
Vendor Name: Micro Center	Quote Total: \$ 94,646.00
Summary: Quote includes 1700 total solid state hard drives to upgrade Operation Connectivity laptops. There are 999 Seagate IronWolf; 701 Emtec International drives. Due to the market constraints and supply, I was only able to quote the supply as listed on the quote.	

Vendor Selected: CDWG

Selection Justification: CDWG was chosen based on cost, even given the possible 20 percent price fluctuation. Additionally, CDWG can guarantee the 1700 quantity that is required.

Name of Person Completing this Form: Toni McPherson

Signature: 

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

QUOTE CONFIRMATION



DEAR TONI MCPHERSON,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MNRL633	1/12/2022	HARD DRIVES	0792983	\$52,700.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Kingston Q500 - solid state drive - 240 GB - SATA 6Gb/s Mfg. Part#: SQ500S37/240G UNSPSC: 43201830 Contract: TXDIR - Kingston IT HW Peripherals DIR-TSO-3865 (DIR-TSO-3865)	1700	5346768	\$31.00	\$52,700.00

PURCHASER BILLING INFO	SUBTOTAL	\$52,700.00
Billing Address: BEAUMONT INDEPENDENT SCHOOL DIST ACCOUNT PAYABLE PO BOX 672 BEAUMONT, TX 77704-0672 Phone: (409) 617-5072 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$52,700.00
	DELIVER TO Shipping Address: BEAUMONT INDEPENDENT SCHOOL DIST TONI MCPHERSON PO BOX 672 BEAUMONT, TX 77704-0672 Phone: (409) 617-5072 Shipping Method:	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



CDW Account Team - Mike and Matt

(866) 229-6142

mikeandmatt@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$52,700.00	\$1,412.89/Month	\$52,700.00	\$1,632.12/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.



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:	CDWG	Quote Total: Not to Exceed \$67,116.00 (20% increase of quoted \$55,930)
Summary:	Quote is for 1700 4GB sticks of UDIMM RAM to upgrade the Operation Connectivity Laptops previously issued to teachers. 20% cushion was added due to market volatility. The quote is only good for 7 days due to inventory supply and high demand of the current market.	
Vendor Name:	NewEgg Business	Quote Total: \$ 58,007.77
Summary:	Quote includes 1700 total pieces of 4GB SODIMM RAM to upgrade the Operation Connectivity laptops. There are 999 laptops sold by Texasrun; 701 sold by PC Outlet. Due to the market constraints and supply, I was only able to quote the supply as listed on the quote.	
Vendor Name:	ProVantage	Quote Total: \$55.55 ea
Summary:	Quote includes the price for Quantity 1 of 4GB SODIMM RAM for Operation connectivity laptops. I was not able to procure the needed quantity of 1700 for this quote. This is for unit one. (55.55 * 1700 = 94,435)	

Vendor Selected: CDWG

Selection Justification: CDWG is able to procure the exact quantity necessary, with the same brand, within a reasonable price range. It is also preferable to chose

all 1700 pieces of the same brand of product for continuity and optimal performance. For these reasons, we have chosen CDWG.

Name of Person Completing this Form: Toni McPherson

Signature: 

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

QUOTE CONFIRMATION



DEAR TONI MCPHERSON,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MNRL811	1/12/2022	MEMORY QUOTE	0792983	\$55,930.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
PROLINE 4GB DDR4-3200MHZ UDIMM	1700	6461419	\$32.90	\$55,930.00
Mfg. Part#: PRO-3200D4SR16S/4G				
Contract: TIPS Technology Solutions Products and Services (200105)				

PURCHASER BILLING INFO	SUBTOTAL	\$55,930.00
Billing Address: BEAUMONT INDEPENDENT SCHOOL DIST ACCOUNT PAYABLE PO BOX 672 BEAUMONT, TX 77704-0672 Phone: (409) 617-5072 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$55,930.00
	DELIVER TO Shipping Address: BEAUMONT INDEPENDENT SCHOOL DIST TONI MCPHERSON PO BOX 672 BEAUMONT, TX 77704-0672 Phone: (409) 617-5072 Shipping Method:	
Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

	CDW Account Team - Mike and Matt	(866) 229-6142	mikeandmatt@cdwg.com
--	----------------------------------	----------------	----------------------

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$55,930.00	\$1,499.48/Month	\$55,930.00	\$1,732.15/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.



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: CDWG Dell #1	Quote Total: \$ 2,749,951.00
Summary: 1850 Upgraded I5 Dell Laptop 256HD/16GB Docking Station Combos, Windows 10, Deployment Services, and removal of old desktops. These units will replace the Operation Connectivity laptops and old desktop workstations for teachers and campus administrators.	
Vendor Name: CDWG HP #2	Quote Total: \$ 3,410,586.00
Summary: 1850 Upgraded I5 HP Laptop 256HD/16GB Docking Station Combos, Windows 10, Deployment Services, and removal of old desktops. These units will replace the Operation Connectivity laptops and old desktop workstations for teachers and campus administrators.	
Vendor Name: NewEgg Business	Quote Total: \$ 3,222,783.99
Summary: 999 GP I5 256HD/16GB W10 Laptops, 851 HP I5 256HD/16GB W10 Laptops, 999 Universal Docking Stations, 851 HP Docking Stations; this totals 1850 complete stations. These units will replace the Operation Connectivity laptops and old desktop workstations for teachers and campus administrators. This quote does not include deployment services or old desktop removal services.	

Vendor Selected: CDWG Dell #1

Selection Justification: We chose to go with CDWG Dell #1 because the price is lower and we are a 90% Dell shop. The IT Department is certified to work on Dell equipment and repair most of our own equipment in house for a faster turnaround time. Having all of the services included will alleviate unnecessary strain on the IT Department and allow for a quicker delivery time.

Name of Person Completing this Form: Toni McPherson

Signature: 

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

QUOTE CONFIRMATION



DEAR TONI MCPHERSON,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MQXB654	3/10/2022	LAPTOPS	0792983	\$2,749,951.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
DELL CTO 5420 I5-1135G7 256/16 W10P Mfg. Part#: 3000114281278 Contract: TIPS Technology Solutions Products and Services (200105)	1850	6906393	\$1,230.00	\$2,275,500.00
DELL CTO DOCK- WD19S 90W POWER Mfg. Part#: 3000114281262 Contract: TIPS Technology Solutions Products and Services (200105)	1850	6906391	\$213.96	\$395,826.00
WINDOWS SYSTEM LAPTOP Mfg. Part#: T4G-48818-05 Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	1850	6818646	\$30.00	\$55,500.00
REMOVAL OLD EQUIPMENT Mfg. Part#: T4G-48818-01 Optional Removal of Old Equipment and Store in Central Location Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	1850	6818641	\$6.25	\$11,562.50
DESKTOP DEPLOYMENT SERVICES Mfg. Part#: T4G-48818-03 Optional- Install of DockingStation and Set Up Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	1850	6818643	\$6.25	\$11,562.50

PURCHASER BILLING INFO	SUBTOTAL	\$2,749,951.00
Billing Address: BEAUMONT INDEPENDENT SCHOOL DIST ACCOUNT PAYABLE PO BOX 672 BEAUMONT, TX 77704-0672 Phone: (409) 617-5072 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$2,749,951.00
	DELIVER TO Shipping Address: BEAUMONT ISD 1650 CALDWELL AVE BEAUMONT, TX 77703-5111 Shipping Method: DROP SHIP-GROUND	
Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		



October 21, 2021

Market Place Alliance
SPA Cooperative
Attn: Donna Davis

Re: Price Increase Effective upon Approval

Dear Donna,

As you may be aware, the dairy industry is experiencing unprecedented price inflation, a condition whose causes go beyond the traditional federal order movers that typically constitute raw milk cost recovery in our pricing structures:

- Our cost's have increased along our entire supply chain -- increased costs for raw materials, including sugar, chocolate powder, packaging and resin and increased freight costs.
- We continue to incur COVID related expenses, including testing and enhanced cleaning and related supplies.
- Our industry is facing labor shortages and we are incurring increased costs in recruiting, hiring and retaining employees, including wage increases.
- Additionally, key suppliers have declared force majeure events or delayed shipments, which has resulted in Borden Dairy having to find alternate supply sources, often only available at higher cost versus our contract cost.

While Borden Dairy is doing everything we can to keep our costs low, this unprecedented situation has forced Borden Dairy to claim Force Majeure. Upon approval the price will increase \$0.025 per half pint equivalized thru all products.

Borden Dairy is proud to service your schools. Please contact me if you have any questions or want to discuss further.

Sincerely,

David Wood
General Sales Manager

Inflationary Increase

10/29/2021

Bidder No Bid / No Bid	Product Description	Size	Pack Size	Vendor Brand	Current					
					Current Fixed Unit Price - Without Equipment	Fixed Current Unit Price - With Equipment	Cost Change Without Equipment	Cost Change With Equipment	New Fixed Unit Price - Without Equipment	New Fixed Current Unit Price - With Equipment
	Whole White Milk	Gallon	4	Borden	4.1960	4.1960	0.4000	0.4000	4.5960	4.5960
	1% White Milk	Gallon	4	Poinsettia	4.1960	4.1960	0.4000	0.4000	4.5960	4.5960
	Skim White Milk	Gallon	4	Poinsettia	4.1960	4.1960	0.4000	0.4000	4.5960	4.5960
	2% White Milk	Gallon	4	Poinsettia	4.1960	4.1960	0.4000	0.4000	4.5960	4.5960
	2% White Milk-High Protein	Gallon	4	Borden	4.1960	4.1960	0.4000	0.4000	4.5960	4.5960
	Buttermilk 1%	1/2 Gal	9	Borden	1.9931	1.9931	0.2000	0.2000	2.1931	2.1931
	Vanilla Soft Serve Mix-alternate	1/2 Gal	9	Borden	5.6000	5.6000	0.2000	0.2000	5.8000	5.8000
	Chocolate SS Mix-alternate	1/2 Gal	9	Borden	5.6000	5.6000	0.2000	0.2000	5.8000	5.8000
	Chocolate Whole Milk	Plastic 16 oz	16	Borden	0.8014	0.8014	0.0500	0.0500	0.8514	0.8514
	Whole Milk	Plastic 16 oz	16	Borden	0.8014	0.8014	0.0500	0.0500	0.8514	0.8514
	1% White Milk	Plastic 11 oz.	40	Borden	0.4593	0.4593	0.0344	0.0344	0.4936	0.4936
	Fat Free Chocolate	Plastic 11 oz.	40	Borden	0.4740	0.4740	0.0344	0.0344	0.5084	0.5084
	Whole Milk	Paper 8 oz.	50	Borden	0.2505	0.2657	0.0250	0.0250	0.2755	0.2907
	2% White Milk	Paper 8 oz.	50	Borden	0.2577	0.2734	0.0250	0.0250	0.2827	0.2984
	1% White Milk	Paper 8 oz.	50	Borden	0.2577	0.2734	0.0250	0.0250	0.2827	0.2984
	Chocolate Whole	Paper 8 oz.	50	Borden	0.2505	0.2657	0.0250	0.0250	0.2755	0.2907
	Fat Free White Milk	Paper 8 oz.	50	Borden	0.2660	0.2822	0.0250	0.0250	0.2910	0.3072
	Fat Free Chocolate	Paper 8 oz.	50	Borden	0.2660	0.2822	0.0250	0.0250	0.2910	0.3072
	Fat Free Strawberry	Paper 8 oz.	50	Borden	0.2660	0.2822	0.0250	0.0250	0.2910	0.3072
	1% White Milk	Plastic 8 oz.	50	Borden	0.2942	0.3099	0.0250	0.0250	0.3192	0.3349
	Fat Free Chocolate	Plastic 8 oz.	50	Borden	0.3037	0.3199	0.0250	0.0250	0.3287	0.3449
	Fat Free White	Plastic 8 oz.	50	Borden	0.3037	0.3199	0.0250	0.0250	0.3287	0.3449
	Fat Free Strawberry	Plastic 8 oz.	50	Borden	0.3037	0.3199	0.0250	0.0250	0.3287	0.3449
	Orange Juice	Gallon	4	Borden	3.4000	3.4000	0.4000	0.4000	3.8000	3.8000
	Orange Juice	Plastic 16 oz.	16	Borden	0.8100	0.8100	0.0500	0.0500	0.8600	0.8600
	Orange Juice	Paper 6 oz.	75	Borden	0.2259	0.2300	0.0188	0.0188	0.2447	0.2488
	Apple Juice	Paper 6 oz.	75	Borden	0.2259	0.2300	0.0188	0.0188	0.2447	0.2488
	Orange Juice	Paper 4 oz.	75	Borden	0.1463	0.1499	0.0125	0.0125	0.1588	0.1624
	Apple Juice	Paper 4 oz.	75	Borden	0.1258	0.1284	0.0125	0.0125	0.1383	0.1409
	Grape Juice	Paper 4 oz.	75	Borden	0.1695	0.1736	0.0125	0.0125	0.1820	0.1861



September 10 2021

**New Caney ISD
School Purchasing Alliance
20383 FM 1485 West
New Caney, Texas 77357**

**Attention: Donna Davis
RE: Price increase Carrot snack pack**

Dear Donna,

I was just informed that Grimmway is raising prices again on the 100/3 oz carrot code 5354. I have attached letters from Grimmway and Ryan.

5354 - 100/3 oz - old price \$27.00... new price - \$28.75

This will start the week of 9 20 21

If you have any questions please contact me through email or cell phone 832-473-2552. We apologize for this inconvenience. Thanks

Sincerely,

**B.J. Nix
K-12 Consultant**



M.C.I. FOODS, INC.

<http://www.mcifoods.com>

October 29th, 2021

Dear Customers, and Distributors,

Please be advised we must take a price increase effective with all shipments on or after January 1st, 2022.

We are requesting a price increase to cover our rising labor, raw materials, packaging, and freight costs that have increased since October 2020.

Labor

In January of 2021 the California minimum wage was \$14.00 per hour. Although the chart below shows the minimum wage going to \$15.00 in January of 2022, we are currently paying \$17.50 per hour for a minimum wage employee plus medical and retirement plans. This change of \$3.50 per hour in labor represents a 20% increase in labor costs.

The following California Labor increase chart is from this website.

https://www.dir.ca.gov/dlse/FAQ_MinimumWage.htm

Schedule for California Minimum Wage rate 2017-2023.

Date	Minimum Wage for Employers with 25 Employees or Less	Minimum Wage for Employers with 26 Employees or More
January 1, 2020	\$12.00/hour	\$13.00/hour
January 1, 2021	\$13.00/hour	\$14.00/hour
January 1, 2022	\$14.00/hour	\$15.00/hour
January 1, 2023	\$15.00/hour	

To: Our valued customers
From: Jon R. Sugimoto
Date: November 9th, 2021
RE: Emergency/Force Majeure price increase for 2021-2022 School Year

Due to ongoing supply chain issues, labor shortages, increases in raw material and freight costs, we are forced to increase our prices effective January 1st, 2022. Additionally, some products will not be available, or require additional lead-times until the situation normalizes.

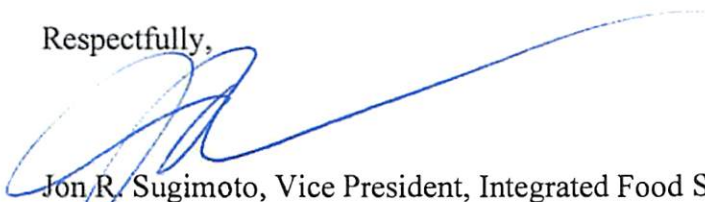
The following items have had a significant impact on our costs compelling us to increase our prices.

- The raw materials used in our products continue to rise at record rates. Our packaging, boxes, film, pallets, tortillas, and bread have all increased significantly.
- Our production labor has increased 20-30% due to the pandemic. Under staffed production lines impact our throughput and costs to produce our products.
- Freight rates have increased 25%-30% over the past few months and there are less carriers available. Carrier capacity is forecasted to decline and rates to continue rising through the upcoming year.

In the thirty-year history of our company, this is the first mid-year price increase we have had to execute due to conditions beyond our control. We thank you for your continued support during these difficult times.

Please feel free to contact me if you have questions.

Respectfully,



Jon R. Sugimoto, Vice President, Integrated Food Service
310-523-3664 – Office
310-505-2983 – Cell



March 18, 2022

Beaumont ISD

3395 Harrison Avenue

Beaumont, TX 77706

Bid Proposal Request:

Beaumont Mathnasium hereby requests to provide live on-line individualized math instruction for 30 minutes per session, each Monday through Thursday as follows:

- **Smith Middle School**
4415 Concord Road
Beaumont, TX 77703
March 28th through May 27th, 2022
228 scholars
\$250/ scholar per month
Total \$114,000
- **Jones-Clark Elementary School**
3525 Cleveland Avenue
Beaumont, TX 77703
March 28th through May 27th, 2022
84 scholars
\$250/ scholar per month
Total \$42,000

Thank you for your time and consideration.

Sincerely,

Elana Daigle

Mathnasium of Beaumont

Email: beaumont@mathnasium.com

