

**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, June 16, 2022

Regular Meeting

5:00 PM

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

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

5:00 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 and 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 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
 - 1. Police Audit
 - 2. Rescind proposal of nonrenewal for professional contract employee
 - 3. Board Operating Procedures
 - 1. BE (LOCAL)
 - 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. Discuss Application of LINDE Inc for an Appraised Value Limitation on Qualified Property

II. 6:00 - BUDGET HEARING

- A. Presentation
- B. Public Comments

III. ESSER - PUBLIC HEARING

- A. Presentation
- B. Public Comments

IV. REGULAR OPEN BOARD MEETING

- A. INTRODUCTION OF REGULAR MEETING

A handwritten signature in cursive script that reads "Shannon Allen". The signature is written in black ink and has a long, horizontal flourish extending to the right.

Shannon Allen, Ed.D.
Superintendent of Schools

Date

Budget
Workshop

Trustee Request for Agenda Item(s)

Developing Board Meeting Agendas: Agendas for Board meetings in Beaumont ISD are prepared by the Superintendent with consultation from the Board President. Two Trustees may request that an item be placed on the agenda. The Superintendent will include all Trustee-requested topics that have been submitted by noon of the 12 seventh calendar day before regular meetings and noon on the third calendar day before special meetings. Action items will be presented to the Board President at the Agenda Review meeting before the regular scheduled Board meeting. Matters which do not appear on the agenda will not come up for action of the Board except in emergency situations. [BE] The Superintendent may pull agenda items at anytime.

5%
pay
increase

Meeting Date: _____

Agenda Topic(s) Requested: _____

3% pay increase for
all non-administrative BISD employees

- ☐ Open Meeting
☐ Closed Meeting

Additional Information: We have to make
an effort to remain competitive.
We are losing good young teachers
due to salaries

K. W. Reese
Trustee 1

WR
Trustee 2

Please fill out required information and return to the Superintendent accordingly.

Revised: 4/13/2021



Progress Update

ESSER III Use of Funds Plan – 6 month review

Covid 19 Relief and Recovery

ESSER III American Rescue Plan (ARP) Grant Funds

Congress set aside approximately \$13.2 billion of the \$30.75 billion allotted to the Education Stabilization Fund through the Coronavirus Aid Relief, and Economic Security (CARES) Act for the Elementary and Secondary School Emergency Relief Fund (ESSER Fund).

Signed into law on March 20, 2021, the Department awarded these grants to State educational agencies (SEAs) for the purpose of providing local educational agencies (LEAs), including charter schools that are LEAs, with emergency relief funds to address the impact that COVID-19 has had, and continues to have, on elementary and secondary schools across the Nation.

ESSER Fund awards to SEAs are in the same proportion as each State received funds under Part A of Title I of the Elementary and Secondary Education Act of 1965, as amended, in fiscal year 2019.

\$57 million allocated from ESSER III for BISD

- ❖ One- time funds to be spent over the next three years – September 2024
- ❖ '21-22 Instructional Planning Committee is facilitating the establishment of a plan for the use of ESSER funds based on the District Needs Assessment
- ❖ Key Focus Areas:
 - Effective Instruction
 - Climate and Culture
 - Teacher Supports & Coaching
- ❖ Stakeholder and community feedback is required along with an opportunity for public comment
- ❖ Plan will be updated every 6 months

Allowable Uses of ESSER III Grant Funds

- ❖ To address student learning loss and complete “unfinished learning.”
- ❖ Addressing the unique needs of low income students, children with disabilities, ELL, minorities, homeless students, and foster care youth
- ❖ Training and professional development
- ❖ Extended learning time – summer learning and after school staffing
- ❖ School facility repairs and improvements related to COVID
- ❖ Air quality improvements
- ❖ Assisting and supporting parents
- ❖ Tracking student attendance and engagement
- ❖ Technology infrastructure, connectivity, hardware, devices
- ❖ Mental health and SEL services
- ❖ Purchase of supplies to sanitize and clean

Overview of Use of Funds Planning Process to Date

BISD must have two plans for ESSER III - Use of Funds and Safe Return to In-Person Instruction and Continuity of Services

Who is on our ESSER III Use of Funds Planning Committee?

- Instructional Planning Committee
- Culture & Climate Planning Committee
- Facilities & Operations Planning Committee

What have been our key actions to date?

- Established project planning committees
- Analyzed student data (academic, attendance & discipline)
- Conducted facilities and maintenance engineering review
- Determined priorities for learning acceleration and recovery & school safety protocols

Stakeholder Input was gathered from meetings, surveys, thought exchanges and open comments from our website and media postings. The stakeholder groups consulted included all of the following:

- District Educational Improvement Committee
- Parent Teacher Association
- Student Advisory Council
- Teacher Advisory Council
- Business Partner Advisory
- Strategic Planning Visioning Task Force
- Special Interest Groups
 - Beaumont Rotary Club
 - Boys' & Girls' Haven
 - Buckner Children & Family Services
 - Communities in Schools
 - Department of Family & Protective Service
 - Hispanic Parent Advisory Committee
 - IEA - Inspire, Encourage, Achieve
 - Kids Connection of SETX
 - NAACP
 - Pastoral Alliance
 - Women & Children's Shelter
- Additional input strategies:
 - Thought Exchange
 - District Staff Surveys

Virtual/Hybrid Options

- Effective Instruction



Virtual/Hybrid



Virtual/ Hybrid Model Considered:

The Committee considered a 100% Virtual Academy and were in the planning stages of creating a Virtual School to meet the needs of our community.

Virtual/ Hybrid Model Decision:

The Texas House did not pass a virtual learning bill (HB1468) which would have allowed local districts to continue offering remote learning next school year.

Therefore, ALL students will return to face-to-face instruction.



"Helping teachers improve classroom interaction. Let's community know instruction is not just about testing."

*"Focus on instruction and staff development
- Growth of children and staff!"*

Teachers are stressed. Provide opportunities for them to receive incentives for their hard work

Teacher Support Strategies

- Effective Instruction
- Teacher Supports and Coaching

More support for teachers. Professional development is helpful but that's not always what motivates teachers. Incentives for their application of new strategies, etc. can help.



Teacher Support Strategies

Teacher Support Strategy	Recruitment & Retention
Description *Approximate Cost \$3,900,000	<i>Teachers and staff supporting the District in implementing strategies to accelerate learning and promote student safety will experience:</i> ● <i>increased tutorial pay rates</i> ● <i>stipends for staff (recruitment & retention)</i> ● <i>increase in pay scale for certified retirees in newly created part-time positions</i>

Rationale
<i>In order to achieve higher levels of academic performance for students, expectations for teaching and learning will need to be enhanced. Higher levels of expectation and accountability will be necessary for all levels of our organization to reimagine the learning experience for our students. To honor the increased standards, the District will increase the level of compensation and supports for teachers using a range of strategies to foster high rates of retention and to recruit additional staff.</i>

Teacher Support Strategies – update

Teacher Support Strategy

Description
***Updated**
Approximate Cost
\$7,900,000

Recruitment & Retention

ESF Lever 2.1

Teachers and staff supporting the District in implementing strategies to accelerate learning and promote student safety will experience:

- *increased tutorial pay rates*
- *stipends for staff*
- *increase in substitute pay scale for certified retirees*

Strategy 100% Implemented

- *Teachers received \$40 per hour for tutorial pay*
- *Retention stipend was paid to all employees*
- *Retirees received \$40 per hour to provide HB4545 intervention to students.*



Continued for 2022-2023

May 2022 update

Teacher Support Strategies

Teacher Support Strategy	Coaching and Feedback
Description *Approximate Cost \$2,100,000	<i>The District will prioritize building teacher capacity and supports through:</i> • <i>strategic coaching and feedback cycles on instructional practices</i> • <i>opportunities for peer observation and mentoring support</i> • <i>job embedded professional development sessions via additional PD days added to instructional calendar</i>

Rationale
<i>Increase Teacher & Student Performance:</i> Coaching plays an important role in feedback delivery as it is one of the most effective methods of achieving employee development. Utilizing a coach in the feedback process benefits the teacher and the student. Coaching increases teacher effectiveness. Together the Coach and teacher create an action plan for improvement that addresses behaviors to modify and/or skills to develop. In order to change student outcomes we must change the inputs and practices to accelerate performance.

Teacher Support Strategies – update

Learning Acceleration Strategy

Description

Coaching and Feedback

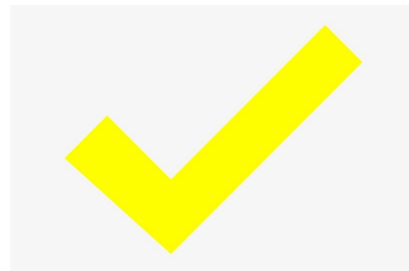
ESF Lever 2.1

The District will prioritize building teacher capacity and supports through:

- *strategic coaching and feedback cycles on instructional practices*
- *opportunities for peer observation and mentoring support*
- *job embedded professional development sessions via additional PD days added to instructional calendar*

Strategy 75% Implemented

- *Coaching cycles on campuses*
- *Job embedded professional development days provided on 2022-2023 academic calendar.*



May 2022 update

Comprehensive Support Strategies

Campus Cohorts ** divided into cohort groups based upon identified needs		
Program Overview & Priorities	Metrics and Performance Outcomes	Monitoring and Implementation Support
Summer Professional Development Prioritization & Implementation Systems Creation Student Culture Routines Observation & Feedback Ongoing coaching and support	>90% student compliance with routines and procedures >90% students on task learning Leadership meets performance scores on feedback rubrics Coaching fidelity as measured by rubrics and indicators	Curriculum & Instruction Innovation School Administration
Data Driven Instruction Classroom Rigor, Planning & Execution Lesson Planning and Formative Assessment	Leadership proficiency on WDM rubrics Teacher internalization protocols and proficiency levels on key instructional practices % Students on task learning	
HQIM - Planning & Delivery Tier 1 instructional planning and data disaggregation Identify bias and inequity of access in student learnings Review key student and staff data to identify priority student groups Develop strategic action plans with deliverables	Teacher internalization protocols & proficiency levels with key instructional practices % Students on task learning Increased student learning outcomes across core content areas	

Teacher Support Strategies

Learning Acceleration Strategy	Strategic staffing
Description *Approximate Cost \$9,700,000	<i>The District will utilize strategic staffing plans to:</i> ● <i>reduce classroom teacher student ratios</i> ● <i>add personnel for one-on-one and small group interventions</i> ● <i>provide instructional coaches/interventionists for campuses based on needs</i> ● <i>contract with retirees to support campus leaders and teachers</i> ● <i>leverage contracted providers to deliver student interventions</i>

Rationale
<i>Increase Teacher & Student Performance:</i> In order to reimagine our learning environment and enhance supports for teachers and students, additional staffing considerations are necessary. The District will utilize additional personnel to: reduce class sizes at grade levels where large numbers of students have been identified as needing intensive intervention, lead small group interventions, and coach and support teachers.

Teacher Support Strategies – update

Learning Acceleration Strategy

Strategic staffing

ESF Lever 2.1

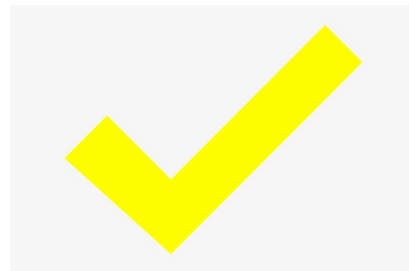
The District will utilize strategic staffing plans to:

- *reduce classroom teacher student ratios*
- *add personnel for one-on-one and small group interventions*
- *provide instructional coaches/interventionists for campuses based on needs*
- *contract with retirees to support campus leaders and teachers*
- *leverage contracted providers to deliver student interventions*

Description

Strategy 75% Implemented

- *Retired-rehired teachers hired on every campus for one-on-one and small group interventions.*
- *Every campus will have 2 instructional coaches.*



May 2022 update

Teacher Support Strategies

Additional ESSER-Funded Positions
Instructional Coaches
Reading Coaches
Math Coaches
Behavior Interventionists
Parent Liaisons
Retired Teachers

"Focus on erasing gap in learning created through Covid-19. Especially important to focus on students reaching minimum standards to advance to next grade or beyond graduation."

Learning Acceleration Strategies

- Effective Instruction
- Teacher Support & Coaching

Impressive. Meeting the needs of students and families while also focusing on teacher development.

Attention to addressing gap in learning due to Covid Very important, pleased with plan

Including more time for small group intervention in the classroom



"Addressing learning recovery - Vital for overall health and recovery of the district and its students and staff."

Learning Acceleration Strategies

Learning Acceleration Strategy	Curricular Adjustments
Description *Approximate Cost \$1,800,000 Research based strategy	<i>The District will prioritize access to high quality instructional materials (HQIM) by engaging in a curriculum audit to:</i> • <i>facilitate full coverage of TEKS & ELPS</i> • <i>prioritize standards and ensure rigor and alignment of grade level content</i> • <i>identify HQIM as determined by needs assessment and audit findings</i> • <i>Include guidance and support for teachers to meet the needs of diverse students (students with disabilities, English language learners, and gifted and talented)</i>

Rationale
Access to Rigorous Content: Learning acceleration requires frequent access to grade level appropriate, rigorous tasks. As a result, high quality instructional materials are the foundation for improving student outcomes. Initial findings from a curriculum audit shows that current execution of instruction is not fully aligned to state standards. Revising instructional materials and providing additional resources with aligned performance tasks will support teachers in executing rigorous lessons and responding to student learning needs.
Schools participating in a curriculum pilot of Math and ELAR materials from Texas Home Learning provided information to the District on the benefits and impact of incorporating new instructional materials for campuses in need of higher levels of support. Their input will also inform planning for implementation.

Learning Acceleration Strategies – update

Learning Acceleration Strategy

Curricular Adjustments

ESF Lever 4.1

The District will prioritize access to high quality instructional materials (HQIM) by engaging in a curriculum audit to:

- *facilitate full coverage of TEKS & ELPS*
- *prioritize standards and ensure rigor and alignment of grade level content*
- *identify HQIM as determined by needs assessment and audit findings*
- *Include guidance and support for teachers to meet the needs of diverse students (students with disabilities, English language learners, and gifted and talented)*

Description

[Research based strategy](#)

Strategy Implemented - Ongoing for 22-23

Multiple strategies implemented including:
ELA audit, supplemental and targeted intervention instructional materials purchased, coaching on all campuses, and curriculum writing



May 2022 update

Learning Acceleration Strategies

Early Literacy Description

Learning Acceleration Strategy	Effective Instruction
Rationale	<i>High quality instruction is at the core of student learning and mastery of skills. Closing gaps from lost learning opportunities will require acceleration and intentional development of instructional practice to meet the needs of students. We will enhance our ability to deliver effective instruction through teacher capacity building and increased levels of support, leadership training and support</i>

Description
<i>Provide Strong Tier 1 Instruction:</i> Remediation alone will not be enough to catch students up; all students must have access to high-quality, grade-level content and instruction. The District will prioritize the following key components of Effective Instruction: <u>Reading</u> • Explicit practice with foundational literacy skills • Regular practice with grade-level, complex text and academic vocabulary through text in all content areas • Reading, writing, and speaking grounded in evidence from text • Leverage HQIM embedded assessments to drive instruction

Learning Acceleration Strategies

Early Math Description

Learning Acceleration Strategy	Effective Instruction
Rationale	<i>High quality instruction is at the core of student learning and mastery of skills. Closing gaps from lost learning opportunities will require acceleration and intentional development of instructional practice to meet the needs of students. We will enhance our ability to deliver effective instruction through teacher capacity building and increased levels of support, leadership training and support</i>

Description
<i>Provide Strong Tier 1 Instruction:</i> Remediation alone will not be enough to catch students up; all students must have access to high-quality, grade-level content and instruction. The District will prioritize the following key components of Effective Instruction: <u>Math</u> • Concepts are presented as part of a strategic progression of learning, not as isolated skills • Understanding builds from concrete to representational to abstract • Conceptual understanding is established before students move to application • Requires students to explain, justify, and revise their thinking about important mathematical concepts • Leverage HQIM and embedded assessments to drive instruction

Learning Acceleration Strategies

Learning Acceleration Strategy	Increased Learning Time
Description *Approximate Cost \$600,000	<i>Increased expectations for teachers and students should be met with a proportional increase in time and support. The District will increase learning time for all students by:</i> ● <i>implementing an ADSY -180 day school calendar</i> ● <i>intervention time embedded within the school day at all grade levels</i> ● <i>summer intersession weeks for dedicated student interventions</i>

Rationale
<i>Closing Learning Gaps:</i> Students entering with unfinished learning will require additional time and support to ensure that we fill gaps in students' skills while simultaneously building fluency with grade level content. Preliminary student performance data for STAAR assessments reveals significant declines in student mastery of core content. Year over year 5th grade math and reading performance is -20% and -12% respectively. This data shows that there is a tremendous need for increased learning time.

Learning Acceleration Strategies – update

Learning Acceleration Strategy

Description

Increased Learning Time

ESF Lever 5.1

Increased expectations for teachers and students should be met with a proportional increase in time and support. The District will increase learning time for all students by:

- *implementing an ADSY -180 day school calendar*
- *intervention time embedded within the school day*
- *summer intersession weeks for dedicated student interventions*

Strategy 100% Implemented

- *ADSY - 180 day calendar adopted*
- *Intervention time on campuses - all campuses will have intervention time in schedules for 2022-2023*
- *Summer Intersession took place 2021 and is planned for 2022*



Continued for 2022-2023

May 2022 update

Learning Acceleration Strategies

Learning Acceleration Strategy	High Dosage Tutoring & Small Group Interventions
Description *Amount included in Teacher Support Strategies	The District will implement timely response to student learning needs by: • utilizing high-quality instructional materials intentionally aligned to core classroom content • targeted students will engage in at least 3 tutoring sessions per week • each student will work with one consistent tutor to build a strong student-tutor relationship • tutors do not need to be certified teachers, but they do need to be thoroughly trained and coached

Rationale
<i>Provide Just In Time Interventions:</i> Students entering with unfinished learning will require additional learning time and support to ensure that we fill gaps in student skill while simultaneously building fluency with grade level content. Preliminary student performance data for STAAR assessments reveals significant declines in student mastery of core content. Year over year 5th grade math and reading performance is -20% and -12% respectively. This data shows that there is a tremendous need for increased learning time.

Learning Acceleration Strategies – update

Learning Acceleration Strategy

Description

High Dosage Tutoring & Small Group Interventions

ESF Lever 5.1 & 5.3

The District will implement timely response to student learning needs by:

- utilizing high-quality instructional materials intentionally aligned to core classroom content
- targeted students will engage in at least 3 tutoring sessions per week
- each student will work with one consistent tutor to build a strong student-tutor relationship
- tutors do not need to be certified teachers, but they do need to be thoroughly trained and coached

Strategy Implemented - Ongoing for 22-23

Students were provided interventions that met HB4545 regulations:

Students entering with unfinished learning will require additional learning time and support to ensure that we fill gaps in student skills while simultaneously building fluency with grade level content.



May 2022 update



Prioritized Student Groups

- Effective Instruction



Decreases in math and ELAR need to be addressed. Students and families have been hit hardest and it's our obligation to do whatever we can to show them they are our highest priority.

Prioritized Student Groups

Prioritized Student Groups	Targeted Interventions
Description	The District will develop targeted interventions through: • <i>identification of priority skills for supplemental instruction</i> • <i>diagnostic assessments and progress monitoring to support individual student needs.</i> • <i>intercession weeks to provide targeted supports for priority students/groups</i>
*Approximate Cost \$1,100,000	Strategic Staffing • <i>establish Newcomer Center and aligned supports for English language learners</i> • <i>Coordinator for Newcomer Center/Dropout Prevention</i> • <i>reimagine Paul Brown Learning Center to accommodate flexible student scheduling and CTE opportunities</i>

Rationale
Data Driven Instructional Practices: District trend data for student performance on state assessments reveals historic underperformance of African American, Economically Disadvantaged, and Special Education subgroups as compared to <i>ALL</i> students. Student graduation rates for English language learners are below those of other subgroups. Additional services and supports to promote student retention and graduation will enhance overall performance and readiness for college, career and military readiness.

Prioritized Student Groups – update

Prioritized Student Groups

Description

Targeted Interventions

ESF Lever 5.3

The District will develop targeted interventions through:

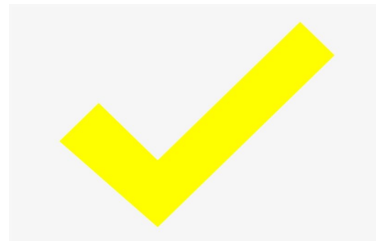
- *identification of priority skills for supplemental instruction*
- *diagnostic assessments and progress monitoring to support individual student needs.*
- *intercession weeks to provide targeted supports for priority students/groups*

Strategic Staffing

- establish Newcomer Center and aligned supports for English language learners
- coordinator for Newcomer Center
- **reimagining Paul Brown Learning Center** (in progress)

Strategy 75% Implemented

- *Data Driven Instructional Practices were implemented.*
- *The Newcomer Center was opened in Spring 2022.*



May 2022 update



"The fact that we are addressing the matter of social emotional learning and providing the support services needed."

I would like to see a more detailed plan for meeting the SEL needs of students. Mental health has risen to the forefront in so many students lives now.

Climate and Culture

- Effective Instruction
- Teacher Supports & Coaching

Family involvement. Parents are an untapped resource

I'm impressed with the level of detail the plan already has. As a community partner, I'd love to know what role we could play in ensuring success.

Social Emotional Learning (SEL) Supports are critically important to the long-term success of all students.



Climate and Culture Strategies

Climate & Culture Strategy	Social Emotional Learning
Description *Approximate Cost \$2,400,000	• <i>SEL curriculum implemented on every campus and grade level</i> • <i>classroom management routines and response to students</i> • <i>trauma-informed teaching strategies</i> • <i>institute mindfulness/ cool-down protocols on each campus to help support student self-regulation and de-escalation</i> • <i>contract with local counseling agencies to provide services to students and families</i> • <i>Communities in Schools at all campuses</i>

Rationale
SEL skills can help students understand how and why they're behaving as they do and what supports they need if their behavior is getting in the way of learning. Proper SEL supports help students develop healthy identities, manage emotions and achieve personal and academic goals.

Climate and Culture Strategies – update

Climate & Culture Strategy

Description

Social Emotional Learning

ESF Lever 5.1

- *SEL curriculum implemented on every campus and grade level*
- *classroom management routines and response to students*
- *building strong relationships with students*
- *trauma-informed teaching strategies*
- *institute mindfulness/ cool-down protocols on each campus to help support student self-regulation and de-escalation*
- *contract with local counseling agencies to provide services to students and families*

Strategy Implemented - Ongoing for 22-23

Social Emotional Learning was a focus through the following:

- *SEL curriculum including: classroom routines, relationship building, trauma-informed strategies,*
- *De-escalation and self-regulation materials were provided for every classroom.*
- *Contracting with local counseling agencies has begun.*



May 2022 update

Climate & Culture Strategies

Climate & Culture Strategy	Positive Behavior Intervention and Support
Description * Approximate Cost \$2,200,000	• <i>BISD Discipline Action Plan implemented across all campuses</i> • <i>hire a District level-Positive Behavior Intervention and support specialist</i> • <i>continued CHAMPS training for all staff</i> • <i>campus and classroom discipline management routines</i> • <i>building strong and meaningful relationships with students</i> • <i>Principal and AP training on discipline systems and trauma-informed school leadership</i> • <i>campuses will create a campus-based discipline plan</i> • <i>addition of 504 Coordinator positions to reallocate school counselor time devoted to student counseling/support</i>

Rationale
A comprehensive Discipline Action Plan aligned with Social Emotional Learning (SEL) supports are critically important to the long-term success of all students. In order for learning to take place, there must be a well-established behavior plan on the campus and within the classrooms. The purpose of this comprehensive plan is to serve as a guide to promote consistency across all BISD campuses and to ensure that the student learning environment is safe and orderly. The goal of the plan is to maximize instructional time and promote an environment where staff and students are mutually respected. Aligned with SEL skills, this action plan will help students, staff, and stakeholders understand how and why they're behaving as they do and what supports they need if their behavior is getting in the way of learning.

Climate & Culture Strategies – update

Climate & Culture Strategy

Description

**Updated Approximate
Cost \$2,034,000*

Positive Behavior Intervention and Support

ESF Lever 3.2

- *BISD Discipline Action Plan implemented across all campuses*
- *hire a District level-Positive Behavior Intervention and support specialist*
- *continued CHAMPS training for all staff*
- *campus and classroom discipline management routines*
- *building strong and meaningful relationships with students*
- *Principal and AP training on discipline systems and trauma-informed school leadership*
- *campuses will create a campus-based discipline plan*
- *addition of 504 Coordinator positions to reallocate school counselor time devoted to student counseling/support*

Strategy Partially Implemented - Ongoing for 22-23

Significant work has been completed in all areas identified in the description with ongoing focus towards completion.



May 2022 update

Climate & Culture Strategies

Climate & Culture Strategy	Parent Engagement Supports
Description *Approximate Cost \$850,000	• <i>Parent training opportunities, both virtually and F2F, to accommodate varied parent work schedules</i> • <i>Training focuses include positive behavior management strategies, supporting their child's learning at home, and importance of at-home structures</i> • <i>Initiate Wellness Wednesday segments to cover healthy choices, mental and emotional health tips, and coordination with local agencies and resources</i> • <i>Utilize community and business partnerships to strengthen connections</i> • <i>Use of REMIND app to connect with parents</i> • <i>Parent Facilitators on all campuses</i>

Rationale
Parents significantly impact their child's learning and educational experience when they take an active role in monitoring their progress, assignments, attendance, activities, and events. Parent involvement helps keep students on track which results in better attendance, fewer missed assignments, improved test scores, and increased grade point averages. Tools and resources to foster parent involvement and facilitate collaboration will support seamless communication between parents/guardians, district and campus leaders, teachers, and other staff.

Climate & Culture Strategies – update

Climate & Culture Strategy

Description

Parent Engagement Supports

ESF Lever 3.4

- *Parent training opportunities, both virtually and F2F, to accommodate varied parent work schedules*
- *Training focuses include positive behavior management strategies, supporting their child's learning at home, and importance of at-home structures*
- *Initiate Wellness Wednesday segments to cover healthy choices, mental and emotional health tips, and coordination with local agencies and resources*
- *Utilize community and business partnerships to strengthen connections*
- *Use of REMIND app to connect with parents*
- *Parent Facilitators on all campuses*

Strategy 75% Implemented

Parent and Family Engagement Liaisons are on all campuses and are facilitating the identified parent engagement supports indicated for this strategy.



May 2022 update

Climate & Culture Strategies

Climate & Culture Strategy	Attendance/Dropout Prevention
Description *Approximate Cost \$125,000	• <i>Student Services Truancy Officers</i> • <i>Campus attendance weekly goals and incentives when reaching checkpoints</i> • <i>Engage students, community members, business partners to support attendance initiatives with promotions, videos, campus visits</i> • <i>Implementation of a District Data Dashboard</i>

Rationale
When students are present in school, their grades and reading skills often improve—even among those students who are struggling in school. Students who frequently attend school feel more connected to their community and develop strong social skills and friendships. Poor attendance often has a negative effect on social and emotional development. For example, students who are chronically absent in the early years of their education may not learn crucial school readiness skills (abilities such as critical thinking, problem solving, and creative thinking), and can fall behind their peers in social-emotional development. Excessive absences are also associated with lower scores on standardized tests, which typically assess primary skills and concepts.

Climate & Culture Strategies – update

Climate & Culture Strategy

Description

Attendance/Dropout Prevention

ESF Lever 3.3

- *Student Services Truancy Officers*
- *Campus attendance weekly goals and incentives when reaching checkpoints*
- *Engage students, community members, business partners to support attendance initiatives with promotions, videos, campus visits*
- *Implementation of a District Data Dashboard*

Strategy Not Implemented

Truancy Officer interviews were held the Week of November 8, 2021. The District is considering redesigning these temporary positions to attract well-qualified retired candidates.



May 2022 update

Facility Improvements

- Climate & Culture



Facility Improvements

- School repairs and improvements will enable our District to upgrade our facilities to reduce the risk of virus transmission and exposure to environmental health hazards and to support student health.
- Through the ESSER III funds we are able to inspect, test, maintain, repair, replace, and upgrade our facilities to improve the air quality of our buildings. This includes mechanical & non-mechanical heating, ventilation, air conditioning systems, water filtering & purification and other air cleaning systems including the replacement of windows and doors.
- The goal is to create a healthy and safe environment for students, faculty and staff that minimizes airborne transmission through contactless solutions and improved indoor air quality.

Facility Improvements

Climate & Culture Strategy	Facility Improvements
Description *Approximate Cost \$24,000,000	● Install new HVAC systems, air handlers, chillers & boilers ● Install all new lighting that will be retro-fit with IONIZATION units designed to kill not only any virus in the air but also mold, mildew and so on. These units have been approved by our Government and have been tested and proven to kill any airborne particulates that can cause the spread of any type of virus. ● Install high quality HEPA filters ● Install all new sinks, and toilets ● Install all new doors and windows

Rationale
Through ESSER III funds BISD has an opportunity to ensure that buildings will be able to meet the needs of the health for students, faculty & staff. The American Rescue Plan-ESSER III allows for facility repairs and improvement to reduce the risk of virus transmission and exposure to environmental health hazards, and to support student health needs. BISD has completed an engineering review of all facilities throughout our District.

Facility Improvements – update

Climate & Culture Strategy

Description



Facility Improvements

ESF Lever 3.3

- Install new HVAC systems, air handlers, chillers & boilers
- Install all new lighting that will be retro-fit with IONIZATION units designed to kill not only any virus in the air but also mold, mildew and so on. These units have been approved by our Government and have been tested and proven to kill any airborne particulates that can cause the spread of any type of virus.
- Install high quality HEPA filters
- Install all new sinks, and toilets
- Install all new doors and windows

Strategy Partially Implemented - Complete Implementation Planned

- Lighting upgrades are in Phase II and Phase III just went out for bid. All lighting was split out into Phases with Phase IV being the last phase.
- All water conservation (toilets & sinks) has been updated throughout the District with the exception of a few areas where we are doing other upgrades, such as Homer.
- We are currently replacing the 4 Middles School Gym HVAC systems, which was Phase I and we have Phase II out for bid. We will replace all chillers, boilers or HVAC systems in phases starting with the worst and moving on until all that were identified are replaced.
- The Indoor Air Quality devices have been installed throughout 90% of the District, we are monitoring the effects but thus far it is very positive.
- Improvement to our building envelope has been completed, this is mostly sealing all windows, doors or any areas where we found any cracks affecting a building.
- Windows throughout the District now have a special film coating that will help control the temperature in our buildings year round.

May 2022 update

Grand Total ESSER

Focus Area	Approximate Funding Amount (over 3 years)
Teacher Support Strategies	\$19,700,000
Learning Strategies	\$3,500,000
Climate and Culture	\$5,409,000
Campus Allocations	\$4,500,000
Facility Improvements	\$24,000,000

Grand total = \$57,109,000

Questions?



Minnie Rogers Juvenile Justice Program

Randall Maxwell,

Senior Director of Student Support

Dr. Diana Valdez,

Director of Leadership Development and Student Discipline

MRJJC Educational Instructional Program Demographic

Minnie Rogers Juvenile Justice Center is located at 5326 HWY 69 South Beaumont, Texas 77705

The Juvenile Justice Center houses juveniles who typically have short state sentences which are 12 months or under unless a student has been charged with a serious felony.

Minnie Rogers Juvenile Justice Center Educational Program is one of many extended programs in the Beaumont Independent School District. Students are assigned/ordered to the pre-adjudicated JJC program as a result of violating Texas Education Code Chapter 37 listed offenses which include:

- 1) mandatory expulsion from their home school campus for serious infractions of the Student Code of Conduct
- 2) discretionary expulsions for serious infractions that occur off-campus as well as other infractions of the Student Code of Conduct, or
- 3) court-ordered due to Title V offenses or probation conditions

MRJJC Educational Instructional Program

Minnie Rogers Juvenile Justice Center Educational Program students are organized according to educational level, subject proficiency, and/or sometimes behavioral needs. Students are grouped according to their living assignments as determined by the detention staff.

- MRJJC setting is designed to be protective, not punitive, and the educational goal is to educate youth about discipline, values, and work ethics, thus guiding them toward becoming productive citizens.
- The instruction at Minnie Rogers Juvenile Justice Center Educational Program is aligned with TEKS/BISD curriculum and the state standards fulfill the needs of all at-risk students.
- All Sped and 504, accommodations/modifications are addressed for those students who are 504. Students ordered to Minnie Rogers Educational Program are provided reflection strategies to cope with being incarcerated.



Minnie Rogers Juvenile Justice Program

Educational Service to other ISD's

2009 - Currently



BRIDGE CITY ISD
Home of the Cardinals



DAYTON ISD



WEST ORANGE-COVE CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT
EMPOWERING LIVES THROUGH EXCELLENCE EVERY DAY!



MRJJC Educational Instructional Program

Total number of students (last two years)

2020 - 2021 School Year

MRJJC Teachers provided instruction for a total of 105 students.

2021 - 2022 School Year

MRJJC Teachers provided instruction for a total of 168 students.

MRJJC Educational Instructional Program

All student subgroups are served. Any student in grades 3 - 12 can be serviced at Minnie Rogers.

- MRJJC instructional learning is provided to students through eight teachers who are part-time. The teachers have 25 or more years of experience in education. Other staff includes a part-time administrator and secretary.
- Four content subjects (English, Math, Science & Social Studies) are taught in the morning session.
- Afternoon instruction occurs in four elective courses (Reading, Physical Education, SEL, and Program Based Research - Job Skills).
- Through the Special Services department, students receive MTSS supports, student ARDs are held as required by law, and ELL services and 504 accommodations are implemented. MRJJC shared a TELPAS rater, and the STAAR EOC Campus Testing Coordinator is the Administrator.
- Teachers: All teachers are content-certified with the exception of one permanent substitute who has a Bachelor's Degree.

MOU with MRJJC

What does our MOU state that we are responsible for?

- BISD will assign an administrator to work directly with MRJJC to facilitate this Agreement.
- Evaluate this program, disaggregating data on participation by gender, race, ethnicity, and age while protecting individual student privacy, not less than once every 3 years, to determine the program's impact on the ability of participants:
 - to maintain and improve educational achievement;
 - to accrue school credits that meet State requirements for grade promotion and high school graduation;
 - to make the transition to a regular program or other educational program operated by the District;
 - to complete high school (or high school equivalency requirements) and obtain employment after leaving the correctional facility; and
 - as appropriate, to participate in postsecondary education and job training programs.

MOU with MRJJC continued

What does our MOU state that we are responsible for?

- Submit evaluation results to the Texas Education Agency (“TEA”) and use the results of the evaluations to plan and improve subsequent programs for participating children and youth.
- Keep documentation of allowable activities and expenditures and make documentation available upon request from TEA.
- Assign teachers to the MRJJC.
- Use technology to assist in coordinating educational programs between the correctional facility and school.

MOU with MRJJC -continued

- Partner with institutions of higher education or local businesses to facilitate postsecondary workforce success for students returning from correctional facilities. Current partnerships include:
 - Lamar Institute of Technology (LIT), Dean of Strategic/Workforce Initiative Workforce Training & Continuing Education
 - Harvest House
 - Garth House
 - Family Services of Southeast Texas
 - Collaboration with BISD Director and Coordinator of CTE Program
 - Collaboration with BISD Director of Guidance and Counseling
 - Collaboration with Lead BISD Guidance Counselors from each HS campus
- MRJJC provide BISD students services with student attendance and grading reports each grading period.

MRJJC Educational Instructional Program Revision

The MRJJC instructional plan was reviewed in Spring 2021 after determining that Title II, Part D allocations were not adequate to sustain the 20 – 21 model to continue in the 21 – 22 school year. Adjustments were made for the 21-22 school year which did not impact the number of instructional opportunities the students received. Students continued to have 4 periods of core content and afternoon periods of electives in 21 - 22. Teachers hours decreased from 20 per week to 15 per week in 21 - 22 due to adjustments in the instructional rotational model.

Proposed Instructional Revisions for MRJJC Educational Program for 2022 - 2023

For the 22 - 23 school year, the following revisions will occur in the instructional model:

- To align with BISD's 8-period instructional day for the 22 - 23 school year, MRJJC will revise its instructional day
- All teachers will work Monday –Friday (4 hours per day = 20 hours a week)
 - AM teachers work - 7:30 – 11:30 AM (4 hours per day) - 4 periods
 - PM teachers work from 11:00 – 3:00 PM (4 hours per day) - 4 periods
- ❖ MRJJC will be aligned with BISD instructional schedule for all students. Therefore, when students transition to their home campuses their total number of credits for graduation purposes should be aligned.



Question/Comments?

Trustee Request for Agenda Item(s)

Developing Board Meeting Agendas: Agendas for Board meetings in Beaumont ISD are prepared by the Superintendent with consultation from the Board President. Two Trustees may request that an item be placed on the agenda. The Superintendent will include all Trustee-requested topics that have been submitted by noon of the 12 seventh calendar day before regular meetings and noon on the third calendar day before special meetings. Action items will be presented to the Board President at the Agenda Review meeting before the regular scheduled Board meeting. Matters which do not appear on the agenda will not come up for action of the Board except in emergency situations. [BE] The Superintendent may pull agenda items at anytime.

Discussion
about
recent
hires

Meeting Date: _____

Agenda Topic(s) Requested: _____

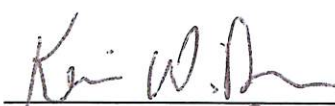
Update on the situation at
Minnie Rodgers. Why did the agreement change?
Who is in charge at Minnie Rodgers?

- ☐ Open Meeting
☐ Closed Meeting

Additional Information: _____

Reduction of teaching hours and
other issues. What's the logic?

~~_____~~



Trustee 1



Trustee 2

Please fill out required information and return to the Superintendent accordingly.

Revised: 4/13/2021



Board Exhibit Cover Sheet

Meeting Date: June 16, 2022

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

Agenda Item Title: Update on Personnel Activities

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

Additional Presenter(s): N/A

Executive Summary: Attached is a listing of newly hired and separated employees for May 2022

Recommendation: Informational Item Only

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

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

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

Cabinet Level Presenter's Signature

6/14/2022
Date

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

Date

General Counsel's Signature

Date

New Employee Assignment Report
Hiring Date Range: 05-01-22 through 05-31-2022

Campus/Department	Assignment	Employee Name	Start Date
ELEMENTARY SCHOOLS			
Amelia Elementary School	STAAR Tutor	Norma Thibodeaux	05/10/2022
Amelia Elementary School	STAAR Tutor	Lois Turner	05/10/2022
Bingman PreK	Part Time Paraprofessional	Caponia Daigle	05/16/2022
Fletcher Elementary School	Tutor-Learning Loss Retiree	Brenda Mitcham	05/02/2022

Campus/Department	Assignment	Employee Name	Start Date
HIGH SCHOOL			
Brown Alternative Center	Tutor-Professional	Brenda Reynolds	05/02/2022
West Brook High School	Clerk Counselor	Nancy Leblanc	05/09/2022

Campus/Department	Assignment	Employee Name	Start Date
CHILD NUTRITION			
Summer Child Nutrition	Summer Food and Nutrition	Marcell Mims	05/31/2022

Campus/Department	Assignment	Employee Name	Start Date
TEXTBOOKS			
Textbooks	Temporary Textbook Helper	Jacorrin Moore	05/31/2022
Textbooks	Temporary Textbook Helper	Stephen Taylor	05/31/2022
Textbooks	Temporary Textbook Processor	Taylor Coleman	05/31/2022

EMPLOYEE SEPARATION REPORT

Separation Date Range: 05-01-2022 through 05-31-2022

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
ELEMENTARY SCHOOL				
Amelia Elementary School-101	Teacher Elementary School	05/27/2022	Evans, Mercedes	Resign
Amelia Elementary School-101	Teacher Elementary School	05/27/2022	Spence, Sherry	Resign
Amelia Elementary School-101	Teacher Elementary School	05/27/2022	Stivender, Mary	Resign
Amelia Elementary School-101	Teacher Elementary School	05/27/2022	Van Horn, Christy	Resign
Amelia Elementary School-101	Teacher Elementary School	05/27/2022	Anderson, Stephania	Retire
Amelia Elementary School-101	Teacher Elementary School	05/27/2022	McCray, Glenda	Retire
Amelia Elementary School-101	Tutor- Learning Loss Retire	05/09/2022	Thibodeaux, Norma	Resign
Amelia Elementary School-101	Tutor-Learning Loss Retire	05/09/2022	Turner, Lois	Resign
Bingman Pre K-132	Head Start Aide	05/13/2022	Clark, Jeleka	Resign
Bingman Pre K-132	Head Start Aide	05/27/2022	Veal, Shelia	Resign
Bingman Pre K-132	Head Start Aide	05/27/2022	Wickler, Emily	Retire
Bingman Pre K-132	Teacher Elementary School	05/27/2022	Clary, Dawn	Resign
Bingman Pre K-132	Teacher Elementary School	05/27/2022	Gonzalez, Ellen E	Resign
Blanchette Elementary School-127	Teacher Elementary School	05/27/2022	Jackson, Lauren	Resign
Blanchette Elementary School-127	Teacher Elementary School	05/27/2022	Foster, Michele	Retire
Blanchette Elementary School-127	Title I Aide	05/27/2022	Tallarita, Cynthia	Retire
Charlton-Pollard Elementary-130	Teacher Elementary School	05/27/2022	Neal, Morgan	Resign
Charlton-Pollard Elementary-130	Teacher Elementary School	05/27/2022	Pitre, Priscilla	Resign
Curtis Elementary School-105	Teacher Elementary School	05/27/2022	Hampton Knight, Mary	Resign
Dishman Elementary School-126	Physical Education Aide	05/27/2022	Johnson, Janice	Retire
Dishman Elementary School-126	Special Education Aide	05/27/2022	Carlisle, John	Resign
Dishman Elementary School-126	Special Education Aide	05/27/2022	Nobles, Charlotte	Retire
Dishman Elementary School-126	Teacher Elementary School	05/27/2022	Bailey, Crystal	Resign
Dishman Elementary School-126	Teacher Elementary School	05/27/2022	Craig, Marva	Resign
Dishman Elementary School-126	Teacher Elementary School	05/27/2022	Earl, Heather	Resign
Dishman Elementary School-126	Teacher Elementary School	05/27/2022	Logan, Audrey	Resign
Dishman Elementary School-126	Teacher Elementary School	05/27/2022	Parker, Tiffany	Resign
Dishman Elementary School-126	Teacher Elementary School	05/27/2022	Hawthorne, Tanya	Retire
Fletcher Elementary School-110	Teacher Elementary School	05/27/2022	Benites, Teresa	Resign
Fletcher Elementary School-110	Teacher Elementary School	05/27/2022	Clausen, Megan	Resign
Fletcher Elementary School-110	Teacher Elementary School	05/27/2022	Griffin, Megan	Resign
Fletcher Elementary School-110	Teacher Elementary School	05/27/2022	Soto, Alejandra	Resign
Guess Elementary School-112	Teacher Elementary School	05/27/2022	Ennis, Chelsie	Resign
Guess Elementary School-112	Teacher Elementary School	05/27/2022	Jardine, Michelle	Resign
Guess Elementary School-112	Teacher Elementary School	05/27/2022	LeBlanc, Michelle	Resign
Guess Elementary School-112	Teacher Elementary School	05/27/2022	McDermott, Lenda	Resign
Guess Elementary School-112	Teacher Elementary School	05/27/2022	Miller, Brianna	Resign
Guess Elementary School-112	Teacher Elementary School	05/27/2022	Sterling, Tiffany	Resign
Homer Elementary School-123	Teacher Elementary School	05/27/2022	Adams, Rashell	Resign
Homer Elementary School-123	Teacher Elementary School	05/27/2022	Duke, Ashli	Resign
Jones-Clark Elementary School-129	PLA-Instructional Interventionist	05/27/2022	Nelson, Zenobia	Retire
Jones-Clark Elementary School-129	Para librarian	05/27/2022	Spears, Luwanna	Retire
Jones-Clark Elementary School-129	Special Education Aide	05/27/2022	Jones, Dianne	Retire
Jones-Clark Elementary School-129	Teacher Elementary School	05/27/2022	Jackson, Leshun	Resign
Jones-Clark Elementary School-129	Teacher Elementary School	05/27/2022	Caison, Andrea	Resign
Jones-Clark Elementary School-129	Teacher Elementary School	05/27/2022	Thomas, Trevon	Retire
Jones-Clark Elementary School-129	Teacher Elementary School	05/27/2022	Guillory, Alpha	Retire
Lucas Pre K-133	Teacher Elementary School	05/27/2022	Burns, Peggy	Resign
Martin Elementary-128	Tutor-Learning Loss Retiree	05/09/2022	Guidry, Karen	End of Assignment
Pietzsch Elementary School-125	District Aide	05/16/2022	Martin, Fredricka	Termination
Pietzsch Elementary School-125	Nurse	05/27/2022	Johnson, Sarah	Resign
Pietzsch Elementary School-125	Special Education Aide	05/27/2022	Jones, Roslyn	Retire
Pietzsch Elementary School-125	Teacher Elementary School	05/19/2022	Robinson, Joshua	Resign
Pietzsch Elementary School-125	Teacher Elementary School	05/27/2022	Dejohn, Nataujia	Resign
Pietzsch Elementary School-125	Teacher Elementary School	05/27/2022	Johnson, Malissa	Resign
Pietzsch Elementary School-125	Teacher Elementary School	05/27/2022	Keys, Marion	Resign
Pietzsch Elementary School-125	Teacher Elementary School	05/27/2022	Porter, Colleen	Resign
Pietzsch Elementary School-125	Teacher Elementary School	05/27/2022	Carrington, Sharon	Retire
Pietzsch Elementary School-125	Teacher Secondary ISS	05/27/2022	Spurlock, Amanda	Resign
Regina Elementary School-118	Teacher Elementary School	05/27/2022	Gibbs, Angela	Resign
Regina Elementary School-118	Teacher Elementary School	05/27/2022	Holmes, Britni	Resign
Regina Elementary School-118	Teacher Elementary School	05/27/2022	Ratcliff, Sarah	Resign
Regina Elementary School-118	Teacher Elementary School	05/27/2022	Walker, Erikka	Resign
Regina Elementary School-118	Teacher Elementary School	05/27/2022	Waters, Carol	Resign

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
MIDDLE SCHOOL				
Marshall Middle School-046	Teacher Elementary School	05/27/2022	Golias, Margaret	Resign
Marshall Middle School-046	Teacher Elementary School	05/27/2022	Marion, Jennifer	Resign
Odom Middle School Academy-047	Teacher Elementary School	05/27/2022	Amin, Mohammad	Resign
Odom Middle School Academy-047	Teacher Elementary School	05/27/2022	Foster, Joseph	Resign
Odom Middle School Academy-047	Teacher Elementary School	05/27/2022	Naas, Allison	Resign
Odom Middle School Academy-047	Teacher Elementary School	05/27/2022	Alvarez, Mary	Retire
Smith Middle School-042	Teacher Elementary School	05/27/2022	Barker, Hope	Resign
Smith Middle School-042	Teacher Elementary School	05/27/2022	Martin, Terrell	Resign
Vincent Middle School-048	Teacher Elementary School	05/06/2022	Reynolds Jr., Danny	Resign
Vincent Middle School-048	Teacher Elementary School	05/27/2022	Boyles, Bud	Resign
Vincent Middle School-048	Teacher Elementary School	05/27/2022	Loker IV, George	Resign
Vincent Middle School-048	Teacher Elementary School	05/27/2022	McKinley, Sydney	Resign
Vincent Middle School-048	Teacher Elementary School	05/27/2022	Samuel, LaTasha	Resign
Vincent Middle School-048	Tutor-Learning Loss Retiree	05/02/2022	Louis Jr., Arthur	End Assignment

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
HIGH SCHOOL				
Beaumont ISD Early College HS-013	Teacher High School	05/27/2022	Carrell, Sheila	Resign
Beaumont United High School-014	Special Education Aide	05/27/2022	Cassimere, Gwendolyn	Retire
Beaumont United High School-014	Teacher High School	05/27/2022	Cowan II, Olin	Resign
Beaumont United High School-014	Teacher High School	05/27/2022	Dushyn, Sergiy	Resign
Beaumont United High School-014	Teacher High School	05/27/2022	Fonteneaux Jr., Joseph	Resign
Beaumont United High School-014	Teacher High School	05/27/2022	Grimes, Brandi	Resign
Beaumont United High School-014	Teacher High School	05/27/2022	Hamilton, Leeland	Resign
Beaumont United High School-014	Teacher High School	05/27/2022	Jackson, Donovan	Resign
Beaumont United High School-014	Teacher High School	05/27/2022	Laird, Linsey	Resign
Beaumont United High School-014	Teacher High School	05/27/2022	Matherly, Carl	Resign
Beaumont United High School-014	Teacher High School	05/27/2022	Nelson III, Eddie	Resign
Beaumont United High School-014	Teacher High School	05/27/2022	Randolph, Monet	Resign
Beaumont United High School-014	Teacher High School	05/27/2022	Ruiz Martinez, Soraya	Resign
Beaumont United High School-014	Teacher High School	05/27/2022	Tallant, Christina	Resign
Beaumont United High School-014	Teacher High School	05/27/2022	Weaver, Jimmie	Retire
Beaumont United High School-014	Teacher Special Education Focus BTC	05/27/2022	Medina, Manuel	Resign
Pathways-006	Teacher High School	05/27/2022	Jessness, Gerald	Resign
Pathways-006	Teacher High School	05/27/2022	Vanboskirk, Scott	Resign
Pathways-006	Teacher High School	05/27/2022	Duhon, Jaliene	Resign
West Brook High School-008	Special Education Aide	05/02/2022	Mathews, Roshon	Resign
West Brook High School-008	Special Education Aide	05/27/2022	Bisnar, Jessica	Resign
West Brook High School-008	Special Education Aide	05/27/2022	Jones, Rosemary	Retire
West Brook High School-008	Teacher High School	05/13/2022	Bass, Zachary	Resign
West Brook High School-008	Teacher High School	05/27/2022	Barrett, Tommie	Resign
West Brook High School-008	Teacher High School	05/27/2022	Burleson, Beau	Resign
West Brook High School-008	Teacher High School	05/27/2022	Depwe III, Thomas	Resign
West Brook High School-008	Teacher High School	05/27/2022	Evans, Nicole	Resign
West Brook High School-008	Teacher High School	05/27/2022	Garner, Amy	Resign
West Brook High School-008	Teacher High School	05/27/2022	Lemoine, Jessica	Resign
West Brook High School-008	Teacher High School	05/27/2022	Mills, Acasha	Resign
West Brook High School-008	Teacher High School	05/27/2022	Raber, James	Resign
West Brook High School-008	Teacher High School	05/27/2022	Williams, Whitney	Resign
West Brook High School-008	Teacher High School	05/27/2022	Van Pelt, Danny	Retire
West Brook High School-008	Teacher High School	05/27/2022	Wilkin, Dawn	Retire

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
TRANSPORTATION				
Bus Driver-531	Transportation Bus Driver	5/10/2022	Bell, Angela	Termination
Bus Driver-531	Transportation Bus Driver	05/18/2022	Haynes, Hazel	Termination
Bus Driver-531	Transportation Bus Driver	05/19/2022	Harmon, Matthew	Resign
Bus Driver-530	Assistant Director Transportation	05/20/2022	Reed, Tremaine	Resign

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
CUSTODIAL SERVICES				
Custodial Services-513	Custodian	05/20/2022	McDonald, Shamica	Resign
Custodial Services-513	Head Assistant Custodian	05/13/2022	Miles, Clifford	Resign
Custodial Services-513	Head Assistant Custodian	05/16/2022	Fontenot, Robert	Termination
Custodial Services-513	Head Custodian	05/20/2022	Clark, Marlicia	Resign
Custodial Services-513	Head Custodian	05/27/2022	Wade, Mary	Retire

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
FOOD AND NUTRITION				
Food and Nutrition Service-833	Food Service Worker- 5 Hours	05/27/2022	Booker, Mark	Retire
Food and Nutrition Service-833	Food Service Worker- 6 Hours	05/27/2022	English, Rose	Retire
Food and Nutrition Service-833	Food Service Worker- 7 Hours	05/27/2022	Garcia, Martha	Retire
Food and Nutrition Service-833	Food Service Worker- 7 Hours	05/27/2022	Wier, Phyllis	Retire

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
HEALTH SERVICES				
Health Services-810	Nurse Aide	05/27/2022	Wright, Yolanda	Retire

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
SE TEXAS REG SCHOOL FOR THE DEAF				
SE Texas Reg School for the Deaf-838	RDSPD Communication Facilitator	05/27/2022	Smith, Kayla	Resign
SE Texas Reg School for the Deaf-838	RDSPD Communication Facilitator	05/27/2022	Woody, Ruby	Resign
SE Texas Reg School for the Deaf-838	Teacher Deaf Co Op	05/27/2022	Soto, Rebekah	Resign
SE Texas Reg School for the Deaf-838	Teacher Deaf Co Op	05/27/2022	Terro, Deana	Retire

Campus/Department	Assignment	Last Work Day	Employee Name	Sep Type
SPECIAL EDUCATION				
Special Education-814	Speech Language Pathologist	05/27/2022	Dockens, Krysti	Resign
Special Education-814	Speech Language Pathologist	05/27/2022	Harris, Shelby	Resign

Tax Collection Report

May 31, 2022

	Taxes Collected			
	5/31/22		5/31/21	
	M & O	I & S	M & O	I & S
Current	573,344.72	159,349.19	544,760.50	143,208.26
Delinquent	115,678.88	28,219.36	143,004.79	34,151.12
Penalties & Interest	145,908.38	35,663.74	144,577.77	31,313.48
Totals	834,931.98	223,232.29	832,343.06	208,672.86

Tax Levy	Current Taxes		Collected Percentage
	Collections for 05/31/2022	YTD Current Collections	
141,613,951.39	732,693.91	138,003,337.95	97.45%

Two Year Comparison	
Current Year as of 05/31/2022	Prior Year as of 05/31/2021
97.45%	97.68%

AGENDA:
June 16, 2022



BEAUMONT INDEPENDENT SCHOOL DISTRICT
GENERAL FUND
Budget vs. Expenditures
May 31, 2022

	Amended Budget	Month To Date	Year to Date Transactions	Outstanding Encumbrances	Balances
REVENUES					
Property Tax Collection (including delinquencies)	118,385,278	834,932	106,895,355	-	11,489,923
Sources of Misc Income (Foreign Trade Zone, Athletics...)	13,805,604	423,813	12,641,043	-	1,164,561
State Program Revenues	36,727,869	1,540,516	37,434,984	-	(707,115)
Federal Program Revenues	4,105,646	85,128	5,007,002	-	(901,356)
Other Financing Sources	425,000	27,260	543,554	-	(118,554)
Total Revenues	173,449,397	2,911,650	162,521,938	-	10,927,459
EXPENDITURES					
11 Classroom	88,438,258	7,835,073	79,144,125	295,427	8,998,706
12 Library	1,297,774	108,669	1,094,095	26,320	177,360
13 Staff Development	564,086	18,376	289,516	56,393	218,177
21 Asst Sups, Directors, Supervisors, Curriculum Coordinators	4,023,082	368,593	3,355,352	27,153	640,577
23 Principal, Asst. Principals, Office Clerical	11,628,932	864,978	9,567,625	74,161	1,987,146
31 Counselors	5,948,281	540,822	5,315,079	57,996	575,206
32 Social Workers	338,879	22,023	212,463	-	126,416
33 Nurses	2,149,767	202,764	2,019,515	2,878	127,374
34 Transportation	5,911,207	466,846	4,194,240	550,329	1,166,638
36 After School Activites	6,060,082	474,503	5,236,976	368,973	454,133
41 Administration	7,119,651	502,784	5,766,298	253,418	1,099,935
51 Maintenance and Utilites	34,863,198	2,856,525	27,934,323	3,246,965	3,681,911
52 Police and Monitoring Services	3,563,118	351,455	2,901,188	232,376	429,554
53 Data Processing Personnel	4,078,301	213,078	2,499,072	938,118	641,111
61 Parent involvment Liaisons, Day Car Workers	227,235	5,871	45,696	187	181,351
71 Debt Service	1,114,965	-	1,114,964	-	1
81 Facilities Acquisition & Construction	338,051	-	333,072	-	4,979
93 Fiscal Agent - Shared Service for Deaf Program	385,000	-	383,694	-	1,306
95 Juvenile Justice Alternative Ed Program	150,000	-	150,000	-	-
99 Tax Appraisal & Collections	1,600,000	-	999,411	366,098	234,491
Total Expenditures	179,799,867	14,832,359	152,556,705	6,496,792	20,746,371
Net increase (decrease)	(6,350,470)		9,965,234		

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

West Brook High School	\$ 71,610.00
Explanation:	Car Registrations, Textbook Fines, Program Ads, Chromebook Fees, Yearbooks, Student IDs, Smart Card Fees, Donation
Beaumont United High School	\$ 39,197.00
Explanation:	Car Registrations, Chromebook Fees, Transcript Fees, AP Fees, Library Fines, Student IDs, Smart Card Fees, Donation
Smith Middle School	\$ 11,114.00
Explanation:	Commissions/Vending Machines, Fundraiser Proceeds, Smart Card Fees, Cap and Gown Proceeds
King Middle School	\$ 3,480.00
Explanation:	Commissions/Vending Machines, Smart Card Fees
Marshall Middle School	\$ 32,856.00
Explanation:	Yearbooks, Gym Suits, Library Lost Books, LED Signs, Chromebook Fees, Smart Card Fees
Odom Academy	\$ 36,698.00
Explanation:	Fundraiser Proceeds, Chromebook Fees, Smart Cards Fees, Library Book Fair
Vincent Middle School	\$ 20,036.00
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	\$ 16,091.00
Explanation:	Library Fines, Fundraiser Proceeds, Chromebook Fees, Smart Card Fees, Donation, Library Book Fair
Curtis Elementary	\$ 18,162.00
Explanation:	Chromebook Fees, Library Lost Books, Fundraiser Proceeds
Fletcher Elementary	\$ 23,408.00
Explanation:	Chromebook Fees, Smart Card Fees, Fundraiser Proceeds
Guess Elementary	\$ 9,872.00
Explanation:	Commissions/Vending Machines, Smart Card Fees
Regina Howell Elementary	\$ 16,616.00
Explanation:	Agenda Books, Chromebook Fees, Fundraiser Proceeds, Smart Card Fees
Homer Drive Elementary	\$ 14,331.00
Explanation:	Commissions/Vending Machines, Donation, Smart Card Fees
Pietzsch Elementary	\$ 18,694.00
Explanation:	Commissions/Vending Machines, Chromebook Fees, Fundraiser Proceeds, Smart Card Fees
Dishman Elementary	\$ 6,723.00
Explanation:	Commissions/Vending Machines, Chromebook Fees, Smart Card Fees, Donation
Blanchette Elementary	\$ 1,106.00
Explanation:	Chromebook Fees, Smart Card Fees
Martin Elementary	\$ 5,345.00
Explanation:	Chromebook Fees, Library Book Fair

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

Phalen Leadership Academy (Jones-Clark ES)	\$ 7,989.00
Explanation: Chromebook Fees, Commissions/Vending Machines, Smart Card Fees	
Charlton-Pollard Elementary	\$ 4,814.00
Explanation: Chromebook Fees, Donation, Smart Card Fees, Library Book Fair	
Fehl Price Classical Academy	\$ 745.00
Explanation: Chromebook Fees, Donation	
Bingman Pre-K Center	\$ 320.00
Explanation: Donation	
Lucas Pre-K Center	\$ 160.00
Explanation: Donation	
Pathways Learning Center	\$ 1,724.00
Explanation: Chromebook Fees, Student IDs, Donation	
Career and Technical Center	\$ 14,652.00
Explanation: Donations, Commissions/Vending Machines, CTE Program Proceeds, Fundraiser Proceeds	
Brown Center	\$ 1,065.00
Explanation: Chromebook Fees, Donation	
Transportation Dept	\$ -
Explanation:	
Maintenance Dept	\$ 38.00
Explanation: Commissions/Vending Machines	
Administration Building	\$ 175.00
Explanation: Donation	
Admin. Annex Building	\$ 2,562.00
Explanation: Donation, Commissions/Vending Machines	
Police Dept.	\$ 127.00
Explanation: Crash Report Fees	
Early College H.S.	\$ 10,079.00
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 - MAY 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	395,224	680,712
<u>Expenditures</u>				
	<u>School Leadership</u>			
West Brook High School	461.XX.6499.00.008.00.000	86,852	71,610	158,462
Beaumont United High School	461.XX.6499.00.014.00.000	13,583	39,197	52,780
Smith Middle School	461.XX.6499.00.042.00.000	2,614	11,114	13,728
King Middle School	461.XX.6499.00.043.00.000	8,532	3,480	12,012
Marshall Middle School	461.XX.6499.00.046.00.000	33,057	32,856	65,913
Odom Academy	461.XX.6499.00.047.00.000	28,088	36,698	64,786
Vincent Middle School	461.XX.6499.00.048.00.000	11,093	20,036	31,129
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	16,091	20,918
Curtis Elementary	461.XX.6499.00.105.00.000	13,995	18,162	32,157
Fletcher Elementary	461.XX.6499.00.110.00.000	7,212	23,408	30,620
Guess Elementary	461.XX.6499.00.112.00.000	7,916	9,872	17,788
Regina Howell Elementary	461.XX.6499.00.118.00.000	18,789	16,616	35,405
Homer Drive Elementary	461.XX.6499.00.123.00.000	2,664	14,331	16,995
Pietzsch Elementary	461.XX.6499.00.125.00.000	3,014	18,694	21,708
Dishman Elementary	461.XX.6499.00.126.00.000	2,949	6,723	9,672
Blanchette Elementary	461.XX.6499.00.127.00.000	1,920	1,106	3,026
Martin Elementary	461.XX.6499.00.128.00.000	1,479	5,345	6,824
Phalen Leadership Academy (Jones-Clark)	461.XX.6499.00.129.00.000	12,048	7,989	20,037
Charlton-Pollard Elementary	461.XX.6499.00.130.00.000	2,150	4,814	6,964
Fehl Price Classical Academy	461.XX.6499.00.131.00.000	2,647	745	3,392
Bingman Pre-K Center	461.XX.6499.00.132.00.000	735	320	1,055
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	1,724	1,799
Career and Technical Center	461.XX.6499.00.009.00.000	3,384	14,652	18,036
Brown Center	461.XX.6499.00.012.00.000	1,542	1,065	2,607
Transportation Dept	461.XX.6499.00.811.00.000	729	-	729
Maintenance Dept	461.XX.6499.00.819.00.000	449	38	487
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	2,562	2,901
Police Dept.	461.XX.6499.00.850.00.000	42	127	169
Early College H.S.	461.XX.6499.00.013.00.000	8,107	10,079	18,186
	Total Expenditures	285,488	395,224	680,712
BUDGET CHANGE				
	Total Revenues	285,488	395,224	680,712
	Total Expenditures	(285,488)	(395,224)	(680,712)
	Adjusted Surplus	-	-	-

DONATION REPORT - MAY 2022
MONETARY DONATIONS

<u>Donor Name/Organization</u>	<u>Recipient</u>	<u>Account Number</u>	<u>Amount Given</u>
Life Share Blood Center	Early College High School	461.00.5749.00.013.00.C47	1,020
Teenbookcon	Early College High School - Library	461.00.5749.00.013.00.C32	100
Beaumont United All Sports Booster Club	Beaumont United High School - Boys Basketball	865.00.2190.00.014.00.S08	2,000
Architectural Alliance, Inc.	Beaumont United High School - Basketball Coaches Championship Rings	199.36.6399.07.805.91.000	4,050
Beaumont Board of Realtors, Inc.	West Brook High School - Jazz Band	865.00.2190.00.008.00.S06	466
Kevin Hart	Career & Technical Center - Annual Expo	461.00.5749.00.009.00.C47	20
Karen & Daniel Martinez	Career & Technical Center - Annual Expo	461.00.5749.00.009.00.C47	40
Broderick Mitchell	Career & Technical Center - Annual Expo	461.00.5749.00.009.00.C47	5
Terrell Corben-Thomas	Career & Technical Center - Annual Expo	461.00.5749.00.009.00.C47	20
David Hardy	Career & Technical Center - Annual Expo	461.00.5749.00.009.00.C47	20
Ronnie Davis	Career & Technical Center - Annual Expo	461.00.5749.00.009.00.C47	9
Ray Baker, Jr.	Career & Technical Center - Annual Expo	461.00.5749.00.009.00.C47	100
Jim Dean	Career & Technical Center - Annual Expo	461.00.5749.00.009.00.C47	50
Johnny Colunga, Jr.	Career & Technical Center - Annual Expo	461.00.5749.00.009.00.C47	10
Bernard Woods	Career & Technical Center - Annual Expo	461.00.5749.00.009.00.C47	40
Jeff Coward	Career & Technical Center - Annual Expo	461.00.5749.00.009.00.C47	20
Juan Magallon	Career & Technical Center - Annual Expo	461.00.5749.00.009.00.C47	20
J. D, Booker	Career & Technical Center - Annual Expo	461.00.5749.00.009.00.C47	40
Kenneth Fontenot	Career & Technical Center - Annual Expo	461.00.5749.00.009.00.C47	40
Gaston Delpino	Career & Technical Center - Annual Expo	461.00.5749.00.009.00.C47	20
Calvin Lavergne	Career & Technical Center - Annual Expo	461.00.5749.00.009.00.C47	15
Michael Whitney	Career & Technical Center - Annual Expo	461.00.5749.00.009.00.C47	40
James Martin	Career & Technical Center - Annual Expo	461.00.5749.00.009.00.C47	20
Teenbookcon	Marshall Middle School - Library	461.00.5749.00.046.00.C32	100
Total Monetary Donations			8,265

DONATION REPORT - MAY 2022
RECORD OF DONATED ITEMS

<u>Donor Name/Organization</u>	<u>SAF Club/Department</u>	<u>Description of Items</u>	<u>Estimated Value</u>
Lakeshore Learning - Ofelia Pulido-Event	Lucas Pre-K Center	Breakfast Tacos (45)	200
Mt. Sinai Baptist Church - Lynn Savoy	Lucas Pre-K Center	Plastic Eggs and Candy	200
North End Baptist Church - Mary Collier	Lucas Pre-K Center	Plastic Eggs and Candy	200
Amerigroup - Carlene Womack	Lucas Pre-K Center	Nutrition Plates and Cups	900
Amerigroup - Carlene Womack	Lucas Pre-K Center	Office Supplies and Large Tote Bags	1,070
Chick-fil-A - Kimberla Payton	Lucas Pre-K Center	Sandwiches (70)	350
Grand Canyon Univ. - Suzanne Kibodeaux	Lucas Pre-K Center	Pizza (Lunch)	100
Shanter Norman, Paul Ledet, and D. Wales	Beaumont United High School	Gift Cards (28 @ \$10)	280
Johnnie A. Allen	Beaumont United High School	Rogers Classical Organ Cohn Theatre Organ	11,892
National Council of Negro Women	Odom Academy	Bicycles (3)	450



Board Exhibit Cover Sheet

Meeting Date: June 16, 2022

Agenda Item/Exhibit Number: IV.D.5.

Agenda Item Title: Beaumont ISD Wellness Plan presentation

Cabinet Level Presenter(s): Jenny Angelo, Executive Director of Curriculum & Instruction

Additional Presenter(s): The BISD Wellness Plan will be presented by Tiffany Eckenrod, Director of Child Nutrition; Rodney Saveat, Supervisor of Physical Education and Health; and Brandi Philips, IMA Coordinator

Executive Summary: The BISD Wellness Plan is required to be presented to the Board and publicly as an informational item annually.

Recommendation: (Informational Item)

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): N/A



Cabinet Level Presenter's Signature

June 7, 2022

Date

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

Date

General Counsel's Signature

Date

Beaumont ISD - Wellness Plan

This document, referred to as the “wellness plan”, is intended to implement policy FFA(LOCAL), which has been adopted by the Board to comply with the requirements for a school wellness policy. [Section 9A(a) of the National School Lunch Act (NSLA), 42 U.S.C. 1758b; 7 C.F.R. Part 210]

The District’s local school health advisory council (SHAC) will work on behalf of the District to review and consider evidence-based strategies and techniques to develop and implement nutrition guidelines and wellness goals required by federal law.

Soliciting Involvement and Input

Federal law requires that certain stakeholders be involved in the development, implementation, and periodic review and update of the wellness policy. The SHAC will solicit involvement and input from parents, students, the District’s food service provider, physical education teachers, school health professionals, Board members, administrators, and members of the public by:

- Conducting monthly SHAC meetings with Wellness Policy discussed at least quarterly.
- Annual updates provided in a public forum at school board meetings.

Responsibility for Implementation

Each campus principal is responsible for implementing FFA(LOCAL) and this wellness plan at his or her campus, including submitting necessary information to the SHAC for evaluation OR through an annual scorecard/assessment tool.

The Supervisor of Health and Physical Activity is the District official responsible for overall implementation of FFA(LOCAL), including development of this wellness plan and any other appropriate administrative procedures, and for ensuring that each campus complies with the policy and plan.

The Board Policy FFA(LOCAL), Local Wellness Plan and the Wellness Plan Scorecard and all required documentation must be kept in a binder that is accessible for review.

Goals for Nutrition Promotion

Federal law requires that the District establish goals for nutrition promotion in its wellness policy. The District’s nutrition promotion activities will encourage participation in the National School Lunch Program, the School Breakfast Program, and any supplemental food and nutrition programs offered by the District.

The District will ensure that any food and beverage advertisements marketed to students during the school day meet the Smart Snacks standards.

The SHAC will monitor this by:

- Including guidelines in our local administrative regulations requiring all food sales and marketing, other than Child Nutrition, be approved by the Director of Child Nutrition in order to ensure compliance.
- Implement local administrative regulation that requires campus administrators to keep record of items sold, other than Child Nutrition, and documentation that those items meet Smart Snacks. These will be reviewed by the Director or Child Nutrition.

Although the District is not required to immediately remove or replace food and beverage advertisements on items such as menu boards or other food service equipment, or on scoreboards or gymnasiums, the SHAC will make recommendations when replacements or new contracts are considered.

Implementing Goals for Nutrition Promotion

GOAL 1: The District's food service staff, teachers, and other District personnel shall consistently promote healthy nutrition messages in cafeterias, classrooms, and other appropriate settings.

Objective 1: Each campus and building will ensure healthy nutritional messages are accessible to all students, staff and stakeholders.

Action Steps: Support Child Nutrition monthly promotions to include but not limited to, social media and audio-visual displays. Implement highlighted healthy nutritional messages a minimum of once per month.

School and Community Stakeholders: Present monthly promotions and marketing to the School Health Advisory Council (SHAC).

Resources Needed: CATCH lessons or other verified educational websites to provide activity options to explore. Posters and educational materials from USDA.

Measures of Success: Wellness Assessment Tool and increased participation

GOAL 2: The District shall share educational nutrition information with families and the general public to promote healthy nutrition choices and positively influence the health of students.

Objective 1: The District will provide a link on their website to the Child Nutrition department in order to promote meal availability and participation as well as general nutrition information for children and families.

Action Steps: Include healthy nutritional tips via district wide messages to community stakeholders. To include but not limited to: Open House, Running Start, wellness activities/events, District Wellness Days, Physical Education Demonstration Days, athletic events, field days, health fairs, extra-curricular programs and events. Campuses will share Nutrition information such as campus menus and other information via social media and newsletters.

School and Community Stakeholders: Present monthly menus and education about the departments' digital menus to the School Health Advisory Council (SHAC).

Resources Needed: Computer access and internet access

Measures of Success: Wellness Assessment Tool. Use of NutriSlice Menu Tool from the public and District health services.

GOAL 3: The District shall ensure that food and beverage advertisements accessible to students outside of school hours on District property contain only products that meet the federal guidelines for competitive foods.

Objective 1: All vending machines, menu boards, trash can wraps and all other food equipment as well as disposable cups used for dispensed beverages that have beverage and food marketing, those advertised foods must meet Smart Snack standards.

Action Steps: Present this information to District and campus Administrators annually.

School and Community Stakeholders: Documentation of presentation provided to the School Health Advisory Council (SHAC).

Resources Needed: 100% compliance with federal and state regulations. Access to Smart Snack Standards and updates.

Measures of Success: Wellness Scorecard Documentation

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Objective 2: All foods and beverages advertised and/or sold to students must meet Smart Snack Standards with the exception of six (6) exempt fundraiser days per campus as per Texas Department of Agriculture (TDA).

Action Steps: Present this information and a spreadsheet to campus Principals and District Administrators annually.

School and Community Stakeholders: Documentation of presentation provided to the School Health Advisory Council (SHAC).

Resources Needed: Smart Snack Standards, Smart Snack calculator, Spreadsheet to sign up for exempt days, computer access

Measures of Success: Wellness Assessment Tool AND compliance with the 6 exempt days.

Goals for Nutrition Education

Federal law requires that the District establish goals for nutrition education in its wellness policy. State law also requires that the District implement a coordinated health program with a component addressing nutrition services and health education at the elementary and middle school levels. [See EHAA]

Implementing Goals for Nutrition Education

GOAL 1: The District shall deliver nutrition education that fosters the adoption and maintenance of healthy eating behaviors.

Objective 1: District personnel will provide nutrition education through a variety of settings. The District will use the CATCH curriculum to provide nutrition/health lessons on K-8 campuses. Students will have nutrition education in grades 7-12 in their Health Education classes.

Action Steps: Select age appropriate lessons and present to students. Classroom lessons, wellness activities/events, health nutrition tips in newsletters and Child Nutrition will provide healthy promotions on the digital menu boards.

School and Community Stakeholders: Each campus has a menu board in their cafeteria and will receive health promotions on the board. Documentation of action steps taken will be presented to the School Health Advisory Council (SHAC)

Resources Needed: internet access, wifi access and seek out opportunities for health events

Measures of Success: Wellness Assessment AND Present documentation of information provided to said audience.

Objective 2: Students will have nutrition education in grades 7-12 in their Health Education/Wellness classes.

Action Steps: Select age appropriate lessons and present to students, Classroom lessons

School and Community Stakeholders: Curriculum will adopt the books, etc for Health studies and those books, etc will contain Nutrition education. Documentation of action steps taken will be presented to the School Health Advisory Council (SHAC)

Resources Needed: Curriculum Team to make decisions on Health Textbooks, internet access, wifi access.

Measures of Success: Wellness Scorecard Documentation AND Present documentation of information provided to said audience.

GOAL 2: The District shall make nutrition education a District-wide priority and shall integrate nutrition education into other areas of the curriculum, as appropriate.

Objective 1: Physical Education teachers will support the Coordinated School Health Nutrition Lessons by including at least 1 activity per 9 weeks that supports the overall nutrition/wellness goals on K-8 campuses.

Action Steps: Select age appropriate lessons and present to PE teachers and SHAC. PE Teachers must have the means to provide the education to the students - consider tools accessible to each campus and PE teacher.

School and Community Stakeholders: Present to SHAC

Resources Needed: CATCH curriculum, audio/visual materials

Measures of Success: Wellness Scorecard Documentation AND Present documentation of information provided to said audience.

GOAL 3: The District shall provide professional development so that teachers and other staff responsible for the nutrition education program are adequately prepared to effectively deliver the program.

Objective 1: Designated district personnel shall be provided staff development for the Nutrition Education Curriculum.

Action Steps: Encourage campuses to incorporate Nutrition training into back to school staff training and professional development days.

School and Community Stakeholders: Campus Principals, Health teachers,

Resources Needed: Nutrition Education courses that can be taken online and/or courses that are implemented into back to school training (PD days).

Measures of Success: Wellness Scorecard Documentation

Goals for Physical Activity

Federal law requires that the District establish goals for physical activity in its wellness policy. In accordance with state law, the District will implement a coordinated health program with physical education and physical activity components. The District will offer at least the required amount of physical activity for all grades [see BDF, EHAA, EHAB, and EHAC], as follows:

Implementing Goals for Physical Activity

GOAL 1: The District shall provide an environment that fosters safe, enjoyable, and developmentally appropriate fitness activities for all students, including those who are not participating in physical education classes or competitive sports.

Objective 1: Each campus prohibits the use of physical activity withholding Physical Education class as punishment.

Action Steps: Notify campus administrators, staff, and parents of District's policy for using physical activity and withholding Physical Education class as punishment in the student handbook.

School and Community Stakeholders: Distribute fliers outlining policy to campus administrators and PE teachers.

Resources Needed: 1. Documentation that parents and staff are advised of the District's School Guidelines for using physical activity and withholding Physical Education class as punishment (e.g., website, fliers) 2. Self-reporting of instances where physical activity was used as a punishment or PE was withheld.

Measures of Success: Post policy on district and/or campus website and in Student Handbook.

GOAL 2: The District shall provide appropriate staff development and encourage teachers to integrate physical activity into the academic curriculum where appropriate.

Objective 1: All teachers responsible for physical education on campus should participate at least once a year in professional development related to physical education.

Action Steps: 1. Physical Education Teachers will receive training at the beginning of the academic school year. 2. Teachers participate in ongoing physical education professional development provided in-district or out of district. 3. A record of professional development is recorded to note when and what professional development activities the teachers attend

School and Community Stakeholders: Make sure Administrators, Principals and Teachers know when staff development opportunities are offered

Resources Needed: Number of Physical Education trainings offered in the district. Dates and topics of physical education professional development meetings campus teachers have attended. Number of Physical Education teachers who participated in in-district PE training

Measures of Success: Document Physical Education Teacher's day and time of training for each session they participate in and staff development they attend.

Objective 2: Each campus uses a variety of practices to include students with special health care needs in physical activities.

Action Steps: Encourage active participation; modifying type, intensity, ad length of activity if indicated in individualized education plans

1. Offer adapted PE classes
2. Use modified equipment and facilities
3. Ensure that students with chronic health conditions are fully participating when appropriate and able
4. Monitor signs and symptoms of chronic health condition
5. Encourage students to carry and self-administer medications; assist students who do not self-carry
6. Encourage students to actively engage in self-monitoring (if parent/guardian and nurse so advise)
7. Use a second teacher or aide to assist students
8. Use peer teaching (e.g., teaming students without special health care needs with students who have such needs)

School and Community Stakeholders: District policy outlined in the student handbook.

Resources Needed: 1. Documentation of practices used (instructional lesson plans). 2. Self-reporting of practices used to include students with special health care needs in PE

Measures of Success: Administrators, Supervisor visit class, to monitor progress

GOAL 3: The District shall make appropriate after-school physical activity programs available and shall encourage students to participate.

Objective 1: Each campus will offer opportunities for students to participate in organized physical activity either before or after school (or both) throughout the school year.

Action Steps: Campus administrators and staff may offer opportunities for students to participate in physical activity on campus after school in several ways:

- *Organize physical activities with proper supervision;
- * Providing access to campuses, facilities and/or equipment.

School and Community Stakeholders: Parents/Guardians should be notified of the availability of such opportunities and encouraged to join their students in these activities.

Resources Needed: staff and/or parent volunteers to supervise activities (if necessary)

Facilities and Equipment outside of classroom hours

Measures of Success: student participation

GOAL 4: The District shall make appropriate training and other activities available to District employees in order to promote enjoyable, lifelong physical activity for District employees and students.

Objective 1: The school district will offer its staff members accessible and free (or low-cost) physical activity/fitness programs.

Action Steps: Work with campus and district personnel to identify possible programs that promote employee fitness. Promote programs for staff through different media

School and Community Stakeholders: Campus/district website, Employee newsletter, Flyers posted in employee lounges, Discussion at employee meetings

Resources Needed: Registration or progress forms for physical activity/fitness programs offered

Measures of Success: Staff that sign up for fitness program

GOAL 5: The District shall encourage parents to support their children's participation, to be active role models, and to include physical activity in family events.

Objective 1: Physical Education and athletic programs on each campus will promote student participation and parent engagement in community physical activity options.

Action Steps: Physical education and athletic staff members will identify appropriate community physical activity options for students on campus

School and Community Stakeholders: Bulletin boards, public address announcements, guest speakers

Resources Needed: Identify and document which methods campus staff use for promoting community physical activities

Measures of Success: Documentation of parents that participate

Goals for Other School-Based Activities

Federal law requires that the District establish goals for other school-based activities in its wellness policy to promote student wellness, create an environment that encourages healthy eating and physical activity, and promote a consistent wellness message.

Implementing Goals for Other School-Based Activities

GOAL 1: The District shall allow sufficient time for students to eat meals in cafeteria facilities that are clean, safe, and comfortable.

Objective 1: Campus administration and child nutrition will adhere to all recommendations and guidelines regarding sufficient eating time and cafeteria cleanliness, safety and environment.

Action Steps: Daily safety and sanitation practices, staff supervision to promote safe and secure facilities and active monitoring of sufficient eating time. Training, communication and oversight to staff, students and community.

School and Community Stakeholders: Building schedules, student code of conduct handbook and administrative employee handbook

Resources Needed: Compliance with mandatory regulations for sanitation and safety. Provide a minimum of the recommended times for meal consumption of 10 minutes for breakfast and 20 minutes for lunch.

Measures of Success: Biannual Health Department inspections. Documented transaction times of meal acquisition – record keeping for time maintenance

GOAL 2: The District shall promote wellness for students and their families at suitable District and campus activities.

Objective 1: Each campus will have a representative school health committee that meets four times per school year to oversee school health and safety policies and programs.

Action Steps: Establish school health committee composed of at least one member representing each of the following stakeholder groups:

- Administrator
- Physical Education teacher
- Nutrition services staff member
- Health education teacher
- School nurse
- Parents of enrolled student
- Community stakeholders

Schedule at least four meetings of committee per academic year

School and Community Stakeholders:Included in Action Steps

Resources Needed: Campus representative to organize and record meetings.

Measures of Success: Meeting attendance and successful health advisory meetings and goals.

Nutrition Guidelines

All District campuses participate in the U.S. Department of Agriculture's (USDA's) child nutrition programs, including the National School Lunch Program (NSLP) and the School Breakfast Program (SBP). As required by federal law, the District has established nutrition guidelines to ensure that all foods and beverages sold or marketed to students during the school day on each campus adhere to all federal regulations and guidance and are designed to promote student health and reduce childhood obesity.

Foods and Beverages Sold

The District will comply with federal requirements for reimbursable meals. For other foods and beverages sold to students during the school day, the District will comply with the federal requirements for competitive foods. Competitive foods and beverages are not part of the regular meal programs and occur through sales such as a la carte options or vending machines. For purposes of this plan, these requirements will be referred to as "Smart Snacks" standards or requirements.

Exceptions for Fundraisers

State rules adopted by the Texas Department of Agriculture (TDA) allow an exemption to the Smart Snacks requirements for up to six days per year per campus when a food or beverage is sold as part of a District fundraiser. [See CO(LEGAL)]

Measuring Compliance with Nutrition Guidelines

The District will measure compliance with the nutrition guidelines by reviewing meal reimbursement submissions from the child nutrition department to TDA, reviewing foods and beverages that are sold in competition with regular school meals, reviewing items sold as part of approved District fundraisers, and monitoring the types of foods and beverages made available to students during the school day.

Policy and Plan Evaluation

At least every three years, as required by law, the District will measure and make available to the public the results of an assessment of the implementation of the District's wellness policy. This "triennial assessment" will evaluate the extent to which each campus is compliant with the wellness policy, the progress made in attaining the goals of the wellness policy, and the extent to which the wellness policy and plan compare with any state- or federally designated model policies. The SHAC will consider evidence-based strategies when setting and evaluating goals and measurable outcomes.

Public Notification

Annually, the District will notify the public about the content and implementation of the wellness policy and plan and any updates to these materials.

To comply with the legal requirement to annually inform and update the public about the content and implementation of the local wellness policy, the District will create a wellness page on its website to document information and activity related to the school wellness policy, including:

A copy of the wellness policy [see FFA(LOCAL)];

A copy of this wellness plan, with dated revisions;

Notice of any Board-adopted revisions to FFA(LOCAL);

The name, position, and contact information of the District official responsible for oversight and implementation of the wellness policy and wellness plan;

Notice of any SHAC meeting at which the wellness policy or implementation documents are scheduled for discussion;

The SHAC's triennial assessment; and

Any other relevant information.

The District will also publish the above information in appropriate District or campus publication.

Records Retention

Records regarding the District's wellness policy will be retained in accordance with law and the District's records management program. Questions may be directed to the Records Management Officer, the District's designated records management officer. [See CPC(LOCAL)]

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

**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**

MAY 19, 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, May 19, 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 4:05 p.m. by Woodrow Reece, 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: NONE.

At 4:06 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:

- LEGAL

1. Pending or contemplated litigation matters and status report

1. Nazar O. v. Beaumont ISD; TEA Docket No. 063-SE-1121, SOAH Docket No. 701-22-0770.IDEA

NO ACTION.

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. Amend Board Policy for closed session parliamentary procedures

NO ACTION.

2. Board Operating Procedures

It was moved by Tillie Hickman, and seconded by Stacey Lewis, to approve the amendments of the Board Operating Procedures as presented 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: Kevin Reece

ABSTAIN: NONE.

MOTION PASSED: 6-1

3. Approve engagement of Thelma Elizalde, the Elizalde Group

It was moved by Joe Evans, and seconded by, Tillie Hickman regarding engagement of the Elizalde Group, the board approved the engagement 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: Kevin Reece

ABSTAIN: NONE.

MOTION PASSED: 6-1

4. Approve engagement of Ronda Harkey, Fisher Firm

It was moved by Joe Evans, and seconded by Tillie Hickman, to approve the engagement of the Ronda Harkye, Fisher Firm engagement 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: Kevin Reece

ABSTAIN: NONE.

MOTION PASSED: 6-1

5. Grievance Procedure Notice

NO ACTION.

- 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. Level Three Parent Grievance Hearing, S.C.

It was moved by Joe Evans and seconded by Woodrow Reece, that the Board uphold the decisions of the administration at Level Two.

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. Discussion of DBE (LOCAL)

NO ACTION.

- REAL ESTATE

1. Deliberation regarding the purchase, exchange, lease or value of real property

1. Consider sale of property located at 950 W. Virginia Beaumont, Texas 77705

It was moved by Tillie Hickman, and seconded by Joe Evans to approve the First Amended Resolution of the Board of Trustees of Beaumont Independent School District for Conveyance of Real Property to Lamar Institute of Technology.

President Robert Dunn called for a vote on the motion:

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

NAYS: Stacey Lewis

ABSTAIN: NONE.

MOTION PASSED: 6-1

- ECONOMIC DEVELOPMENT
 1. Deliberation regarding an offer of a financial or other incentive to a business prospect related to economic development negotiations
 1. Discuss Application of Project Strawberry for an Appraised Value Limitation on Qualified Property

NO ACTION.

II. **6:00 P.M. - PUBLIC HEARING ON REDISTRICTING**

A. Presentation – Gunnar Sequest, presented the following information to the Board:

- Redistricting
- One person – One Vote
- Deviation Calculation
- Using the 2020 Census Data
- Adopted Criteria
- Plans A, B, C and D

B. Public Comments

NONE.

III. **PUBLIC HEARING ON APPLICATION FOR HIGH SCHOOL EQUIVALENCY PROGRAM**

A. Presentation – Donna Joubert, Drop Out Coordinator, Jacqueline Shirey, At Risk Coordinator and Jenny Angelo, Executive Director for Curriculum and Instruction, presented the following information to the Board;

- Interventions and Programs for At-Risk Students
- High School Equivalency Program
- High School Equivalency vs. GED
- Student Eligibility
- HSEP Enrollment Process
- Student Experience

B. Public Comments

NONE.

REGULAR OPEN BOARD MEETING

A. INTRODUCTION OF REGULAR MEETING

1. United States and Texas Flags Pledges of Allegiance

United States and Texas Flags Pledges of Allegiance – West Brook High School Color Guard posted the colors and the US and Texas Flags was led by Tyron Wise, Martin Elementary School.

2. Recognitions – Denise McLean, Director of Community and Media Relations, presented the following recognitions:

- ECHS/LIT Graduates
- Valedictorians & Salutatorians from the Class of 2022
- West Brook Tennis, Rudy Mazzola
- CTE Practiums & Internships
- BISD &YMBL Fair Day
- District Teachers fo the Year & ExxonMobil

3. Superintendent's Report – Dr. Shannon Allen, Superintendent of Schools, presented the following information to the Board:

- Vision
- Mission
- Core Beliefs #1 and 6
- 2022-2023 Compensation
- Graduation
- Summer Learning Opportunities

4. Cabinet Report

- Pathways Redesign – Jenny Angelo, Executive Director for Curriculum and Instruction, Randall Maxwell and Jacqueline Shirey, At Risk Coordinator, presented the following information to the Board:
 - Reimagined DAEP Model for the 22/23 School Year
 - Overview of redesign

- Facility updates and enrollment capacity increase
- Assessment of Current Program: Alternative School Effectiveness Measures
- Climate and Culture: Leveling Systems
- Program Components and Areas of Proficiency
- Elevated Instructional Model: Staff Training
- Staffing: Reimagined Roles and Responsibilities
- Program Component: Intervention Preventative and Responsive
- MTSS Structure
- Transition Process

B. PUBLIC COMMENTS

2 ½ Minutes

1. **Stephen Watson**, 1070 Brandywine Drive, signed up to address the Board regarding renaming of stadium.
2. **Biraj Nainabasti**, 3630 Grayson Lane, signed up to address the Board regarding Academic Funding for Speech/Debate and other UIL Events. ***DID NOT SPEAK***
3. **Gail Pllum**, 805 13th Street, signed up to address the Board regarding Juneteenth. ***DID NOT SPEAK***

1 ½ Minutes

1. **Joseph Trahan**, 8135 Quail Hollow, signed up to address the Board regarding Teacher and staff pay raise.
2. **Ervin Berger**, 6155 Chisholm Trail signed up to address the Board regarding renaming of stadium.
3. **Terry Roy**, 9150 Shepherd, signed up to address the Board regarding raises.
4. **Airon Reynolds**, 6945 Salida Lane, signed up to address the Board regarding renaming of stadium.

C. INFORMATION ITEMS

- Update on Personnel Activities—Derwin Samuels, Executive Director of Human Resources, presented information on the Personnel activities for the month of April 2022.
- Report for Tax Collections—Cheryl Hernandez, Chief Financial Officer, presented information on the General Fund Revenue and Expenditures Report for the month of April 2022.
- Report for General Fund Revenue and Expenditures—Cheryl Hernandez, Chief Financial Officer, presented information on

the General Fund Revenue and Expenditures Report for the month of April 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 April 2022.
- Report on Quarterly Investments—Cheryl Hernandez, Chief Financial Officer, presented information on the Quarterly Investments.
- Report of Facilities Subcommittee Stacey Lewis, Co-Chair, presented information to the Board regarding the following:
 1. Project Upgrades
 1. Transportation Building
 2. Memorial Stadium Monument
 3. West Brook Auxiliary Building
 4. Bingman Intake Center
 5. Pathways Expansion
 6. ESSER Updates
 7. BU Boys Locker Room

D. CONSENT AGENDA

1. Minutes of April 21, 2022, Regular Meeting and May 5, 2022, Special Meeting.
2. Approve Personnel Recommendations including Chapter 21 and Director Employees
3. Approve an additional role for Curriculum and Instruction to the Compensation Plan for the 2021-2022 school year
4. Approve renewal of RFP 21.07 Annual Financial Audit Contract
5. Approve Interlocal Agreement between Harris County Department of Education and Beaumont Independent School District related to safety and security services and audits
6. Approve an additional role for Special Services to the Compensation Plan for the 2022-2023 school year

It was moved by Tillie Hickman, and seconded by Joe Evans, to approve the consent agenda.

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

E. ACTION ITEMS

1. Actions, if any, on items discussed in closed session were taken as stated above.
2. Approve Budget Amendments

It was moved by Stacey Lewis, and seconded by Joe Evans, to approve the Budget Amendments 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.

ABSTAIN: NONE.

MOTION PASSED: 7-0

3. Approve Purchases of \$50K or More

It was moved by Stacey Lewis and seconded by Joe Evans to 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.

ABSTAIN: NONE.

MOTION PASSED: 7-0

4. Approve amendments to Board Policy BED (LOCAL)

It was moved by Stacey Lewis, and seconded by Tillie Hickman, to Approve amendments to Board Operating Procedures pertaining to public comments Policy BED (LOCAL)

amend the Board Operating Procedures concerning public comment *“to allow members of the public to register for public comment up until the Board calls for public comments during a regular or special called board meeting”*.

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

5. Rename BISD Memorial Stadium to Carrol A. "Butch" Thomas Educational Support Center

It was moved by Stacey Lewis, and seconded by Woodrow Reece, to rename the stadium back to its original name to the Carrol A. "Butch" Thomas Educational Support Center.

President Robert Dunn called for a vote on the motion:

YAYS: Woodrow Reece, Stacey Lewis and Kevin Reece

NAYS: Robert Dunn, Denise Spooner, Tillie Hickman and Joe Evans.

ABSTAIN: NONE.

MOTION FAILED: 4-3

Robert Dunn stated that upon receipt of sufficient donations to effectuate the renaming and related construction costs, the Board approve the renaming of Beaumont ISD Memorial Stadium to Carrol A. Butch Thomas Educational Support Center. Beaumont ISD funds will not be utilized to implement the name change, and a minimum donation to be determined is required to cover the costs associated. The District will retain the authority to sell additional advertising opportunities at the Stadium.

6. Approve CSP 22.19 Lighting Conservation award and purchase
It was moved by, to approve CSP 22.19 Lighting Conservation award and purchase.

NO ACTION.

7. Accept Application of Project Strawberry for an Appraised Value Limitation on Qualified Property

It was moved by Woodrow Reece, and seconded by Stacey Lewis, to Accept Application of Project Strawberry for an Appraised Value Limitation on Qualified Property

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

8. Consider and if appropriate take action to adopt map redistricting Board of Trustee single-member districts

It was moved by Stacey Lewis, and seconded by Kevin Reece, to Consider and if appropriate take action to adopt Map D redistricting Board of Trustee single-member districts.

President Robert Dunn called for a vote on the motion:

YAYS: Woodrow Reece, Stacey Lewis, Joe A. Evans, Jr., and Kevin Reece

NAYS: Robert C. Dunn, Sr., Tillie Hickman, and Denise Wallace-Spooner.

ABSTAIN: NONE.

MOTION PASSED: 4-3

At 8:59 p.m., the board went in to closed meeting for attorney consultation.

At 9:09 p.m., the Board convened in open meeting.

At 9:10 p.m., the board reconvened in closed session.

At 9:23 p.m., the board convened back in open meeting.

ADJOURNMENT

The meeting adjourned at 9:38 p.m.



Board Exhibit Cover Sheet

Meeting Date: 6/16/22

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

Agenda Item Title: Southeast Texas Regional Day School Program for the Deaf SSA Agreement

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

Additional Presenter(s): Kerri Courville, Director of SETX RDSPD

Executive Summary: The update to the SETX RDSPD SSA was to add Ehrhard School and High Island ISD as members. The attorneys also updated the language from Auditory Impairment (AI) to Deaf or Hard of Hearing (DHH), as well as clarified some of the legal wording from the previous SSA. Due to the changes and updates all member districts and charter schools must sign a new agreement letter.

Recommendation: Approve agenda 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): N/A

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

Cabinet Level Presenter's Signature

Date

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

Date

General Counsel's Signature

Date

Southeast Texas Regional Day School Program for the Deaf

Shared Services Arrangement

The following school districts - Beaumont ISD, Bridge City ISD, Buna ISD, Burkeville ISD, Chester ISD, Colmesneil ISD, Deweyville ISD, East Chambers ISD, Evadale ISD, Hamshire-Fannett ISD, Hardin-Jefferson ISD, High Island ISD, Kirbyville ISD, Kountze ISD, Little Cypress-Mauriceville Consolidated ISD, Lumberton ISD, Nederland ISD, Newton ISD, Orangefield ISD, Port Arthur ISD, Port Neches-Groves ISD, Sabine Pass ISD, Silsbee ISD, Spurger ISD, Vidor ISD, Warren ISD, West Hardin County Consolidated ISD, West Orange-Cove Consolidated ISD, and Woodville ISD; and the following charter schools - Bob Hope School and Ehrhart School, hereinafter called "Members," each agree to cooperatively operate their special education programs serving the deaf and hard of hearing student population on the terms described in this Shared Services Arrangement ("SSA") Agreement ("Agreement") as the **Southeast Texas Regional Day School Program for the Deaf ("SETX RDSPD")**.

RECITALS

WHEREAS, Beaumont ISD, Bridge City ISD, Buna ISD, Burkeville ISD, Chester ISD, Colmesneil ISD, Deweyville ISD, East Chambers ISD, Evadale ISD, Hamshire-Fannett ISD, Hardin-Jefferson ISD, Kirbyville ISD, Kountze ISD, Little Cypress-Mauriceville Consolidated ISD, Lumberton ISD, Nederland ISD, Newton ISD, Orangefield ISD, Port Arthur ISD, Port Neches-Groves ISD, Sabine Pass ISD, Silsbee ISD, Spurger ISD, Vidor ISD, Warren ISD, West Hardin County Consolidated ISD, West Orange-Cove Consolidated ISD, Woodville ISD, and Bob Hope School ("Existing Parties") previously entered into the Southeast Texas Regional Day School for the Deaf Shared Services Arrangement Agreement on or about May 6, 2019 (the "Prior Agreement").

WHEREAS, High Island ISD and the Ehrhart School (the "New Parties") wish to join the Southeast Texas Regional Day School for the Deaf Shared Services Arrangement, and the Existing Parties wish to have the New Parties join.

WHEREAS, the Parties wish to amend and restate the Prior Agreement, including the addition of the New Parties.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. General Provisions

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby the Member LEAs may provide for the efficient delivery of legally required special education and related services to IDEA eligible students, who are deaf or hard of hearing, including those with deaf-blindness, and who are presently enrolled in the Members set forth

above. Any such student will be eligible for consideration for the SETX RDSPD, subject to the student's Admission, Review, & Dismissal ("ARD") Committee recommendations.

1.2 Members do not intend, by entering this Agreement or otherwise, to create a separate or additional legal entity.

1.3 The SETX RDSPD's administrative offices will be located in the assigned Fiscal Agent District, currently Beaumont Independent School District.

1.4 The special education program will be operated in compliance with federal and state law and regulations, including without limitation the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Amendments to the Americans with Disabilities Act 2008, 42 U.S.C § 12101 *et seq.*; Family Educational Rights and Privacy Act; Chapter 29 of the Texas Education Code; Texas Education Code §§ 30.081-30.087 and the most current version of TEA's Financial Accountability System Resource Guide (FASRG); implementing regulations for all applicable statutes; and the SETX RDSPD's operating guidelines, if any, approved by the SSA Management Board. Operating guidelines inconsistent with the terms of this SSA will be deemed null and void.

1.5 The fiscal year shall be July 1 through June 30.

1.6 SETX RDSPD deaf or hard of hearing, including deaf-blindness, continuum of services includes the following: (1) DHH (Deaf and Hard of Hearing) Consult. The student is deaf or hard of hearing, including deaf-blindness, under IDEA and requires specially designed instruction. (For example, the school staff for this student may need monthly/yearly consult services by a DHH teacher.) (2) Itinerant (Infants and Toddlers 0-3). (For example, this student is deaf or hard of hearing, including deaf-blindness, under IDEA-Part C and is being served through early childhood intervention.) This student may need weekly services from a DHH teacher provided to the family. (3) Itinerant (School Aged). (For example, this student is deaf or hard of hearing, including deaf-blindness, under IDEA and requires specially designed instruction. The student may need weekly direct services from a DHH teacher to address unique communication, auditory, language and emotional needs.) (4) Full-Time. The student who attends the cluster site campus is deaf or hard of hearing, including deaf-blindness, under IDEA and requires specially designed instruction. (For example, this student needs daily direct services from a DHH teacher, access to sign language interpreting services and access to deaf peers to address unique communication, auditory, language and emotional needs.) (5) Texas School for the Deaf. The student who attends the Texas School for the Deaf is deaf or hard of hearing, including deaf-blindness, under IDEA and requires specially designed instruction. (For example, this student needs daily direct intensive services from a DHH teacher and access to deaf culture.) This can be a parent initiated placement or a district placement.

1.7 Should an LEA seek to become a Member, a written request must be provided to the SETX RDSPD Director for Management Board consideration at least (30) days before the notification to TEA of pending reconfiguration changes effective for the subsequent year is due. It is agreed that any reconfiguration is subject to TEA timelines and approval by the parties to this Agreement. Any reconfiguration is subject to approval by each Member

District's Board of Trustees.

1.8 SETX RDSPD is responsible for audiological services, audiological management and assistive listening devices for eligible students from Members.

2. Management

2.1 The SETX RDSPD will be governed by the SSA Management Board ("Management Board") comprised of the superintendent, or superintendent's designee, from each Member. Such Management Board will meet at least two times each year as determined by the Chairperson. Additional meetings of the Management Board may be scheduled as determined by the Chairperson.

2.2 The Director of the SETX RDSPD will serve as the chairperson of the SETX RDSPD SSA Board. The program secretary for the SETX RDSPD will serve as the secretary for the Management Board. The secretary will record, prepare, and maintain minutes of each SETX RDSPD Management Board meeting. In the event the Chairperson resigns or otherwise vacates the position, then Management Board may elect another Chairperson.

The Chairperson is responsible for the following:

- 1) Establish time and location for Management Board meetings;
- 2) Develop meeting agendas and chair all meetings of the Management Board;
- 3) Represent the SETX RDSPD, or designate a representative, where representation is deemed advisable or necessary in the best interest of the SETX RDSPD and its programs;
- 4) Call special meetings of the Management Board, as necessary;
- 5) Perform other duties as may be assigned by the Management Board;
- 6) Authorize necessary applications for funds and amendments of such applications.

2.3 The Fiscal Agent, on behalf of the SETX RDSPD, may purchase goods and services necessary to administer and operate the SETX RDSPD. All personal property including, but not limited to, instructional materials, AT equipment, computers, and testing materials purchased for the SSA using SETX RDSPD funds (as set forth herein), shall be deemed property of the SETX RDSPD. The Chairperson has the discretion to allot an amount of funds to be applied to materials in support of instruction. It is further agreed that the SETX RDSPD may, in its discretion, transfer personal property to Members based upon student need. The SETX RDSPD will conduct and maintain an inventory of property.

2.4 Members of the Management Board will establish and maintain SSA Operating Guidelines. Any Operating Guidelines that are inconsistent with this Agreement shall be deemed null and void. Any revision to the Operating Guidelines requires a majority vote of the Members of the Management Board.

2.5 Management Board actions require, unless otherwise provided herein, approval by a majority of a quorum of Members. The Chairperson has discretion to allow

for votes by proxy to be submitted by written or electronic communication.

2.6 It is agreed and understood that the Management Board does not have the authority to revise or amend this Agreement without approval from all governing bodies the Members.

2.7 The Management Board may by a majority vote of its Members, recommend revocation of the membership of a Member for non-compliance with the terms of the Agreement, or for non-compliance with the operating guidelines of the SETX RDSPD. The Management Board shall submit its recommendation to revoke the membership of the Member to the Members' governing bodies for final approval by each Members' governing body. The governing body of the Member being recommended for revocation shall have no vote in such proceeding. Revocation will be subject to the approval of all Members' governing bodies with the exception of the Member being recommended for revocation. Disposition of property shall be governed by Section 5.5. All TEA timelines and requirements shall apply to any reconfiguration unless the Agency waives the timelines in writing and submits to the Fiscal Agent the written Agency waiver. The revoked Member retains responsibility for any legal fees or other costs associated with the reconfiguration as determined by the SETX RDSPD, not to exceed \$5,000.00.

2.8 Any Member District which does not agree to the terms of this SSA Agreement and does not properly execute this Agreement will not be considered a party to this Agreement and will be deemed to have been withdrawn from the SSA without the necessity of further action by the remaining Members. All TEA timelines and requirements shall apply to any reconfiguration unless the Agency waives the timelines in writing and submits to the Fiscal Agent the written Agency waiver.

2.9 If a student is enrolled on PEIMS Snapshot, the billing for that child will occur the next school year.

3. Personnel

3.1 The Director of the SETX RDSPD will be the Chairperson of the Management Board. The Chairperson shall be employed by the Fiscal Agent and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding daily operations of the instructional program, including but not limited to related services and staff development, and approved budgeted expenditures consistent with Fiscal Agent policy are within the authority of the Chairperson and do not require Management Board action.

3.2 The Superintendent/CEO of each Member shall serve as deputy officers for public records for purposes of the Texas Public Information Act, unless otherwise indicated in the Member's board policy.

3.3 All individuals providing services on behalf of the SSA must be appropriately certified or licensed to perform the applicable services.

3.4 The Fiscal Agent shall be responsible for salary levels and other compensation and benefits for personnel who are providing direct and related services for the SETX RDSPD.

3.5 All SETX RDSPD personnel including, but not limited to, the Director, Deaf and Hard of Hearing Specialist, classroom teachers, itinerant teachers, parent-infant teachers, auditory enrichment teacher, diagnostician, audiologist, speech language pathologist, deaf education counselor, interpreters, paraprofessionals, clerical staff, and any SETX RDSPD office personnel are employed by the Fiscal Agent and are subject to the personnel policies of the Fiscal Agent, including, but not limited to, all policies governing contracts, at will employment, standards of conduct, salary schedule, leave and other benefits. Requirements for professional growth shall be determined by the Fiscal Agent. Hiring and termination authority is solely within the discretion of the Fiscal Agent. Personnel may be added beyond those specified herein contingent upon growth and SETX RDSPD Director recommendations.

3.6 Except as otherwise provided herein, any hearing on an employee grievance or termination involving SETX RDSPD personnel, is the responsibility of, and will be held in accordance with the policies of the Fiscal Agent.

3.7 SETX RDSPD personnel, as set forth in 3.5, are assigned by the SETX RDSPD Director to provide services to eligible students either at the Member's site or at the SETX RDSPD centralized program depending upon Admission, Review & Dismissal ("ARD") Committee recommendations. All T-TESS or other state adopted appraisal instrument procedures or locally adopted appraisal instruments of the Fiscal Agent shall be followed for the appraisal of SETX RDSPD personnel. The Director of the SETX RDSPD may designate individuals to conduct such appraisals consistent with the Fiscal Agent's policies and procedures. Members may provide input to the Fiscal Agent with regard to the performance of SETX RDSPD personnel, but the Fiscal Agent has the final supervisory, evaluative, and hiring and termination authority.

3.8 SETX RDSPD personnel who have a complaint related to working conditions at a particular campus must first file a complaint with the Director of the SETX RDSPD. The Director will review the complaint and the relief requested to determine whether the complaint should proceed through the policy and complaint channels of the Fiscal Agent. All complaints that pertain to SETX RDSPD personnel employment status or evaluation must be brought through the policy and complaint channels of the Fiscal Agent. Grievances filed by SETX RDSPD personnel and office personnel shall be conducted pursuant to the Fiscal Agent's policy. This section does not apply to termination or proposed non-renewals of SETX RDSPD personnel, to which the Fiscal Agent board policy will apply.

4. Fiscal Agent

4.1 Beaumont ISD serves as the Fiscal Agent. Beaumont ISD acknowledges that it is an accredited Texas school district and that it offers grades Pre-kindergarten through 12. The Fiscal Agent, as a Member, is subject to Member responsibilities.

4.2 Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Management Board. The Fiscal Agent shall provide accounting services, reports, and shall perform any other responsibilities required by the SETX RDSPD Operating Guidelines. The Fiscal Agent will maintain personnel records and payroll systems for SETX RDSPD employees.

4.3 The Fiscal Agent is responsible for preparing the operational budget for the SETX RDSPD. The Fiscal Agent will account for salaries and expenses of SETX RDSPD personnel and SETX RDSPD operating expenses. The parties acknowledge that the Fiscal Agent may access total State and Federal allocations, such as IDEA Part B funds; Part C funds (ECI); State Deaf funds and any other funding received for the purpose of furthering this program.

4.4 The SETX RDSPD is funded as follows:

The total approximate budget for the school year less the total amount received from State Deaf, IDEA-C ECI and IDEA-B Discretionary Deaf funds. The remaining total is then divided between the total number of students from the previous year PEIMS count. Each year members of the Management Board, by a majority vote of a quorum, will determine the amount charged for itinerant student services and full-time student services.

4.5 Except as otherwise provided herein, the Fiscal Agent will prepare and submit any reports or applications required by federal or state law or SETX RDSPD Operating Guidelines. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member's failure to maintain its effort. Any claims regarding the misapplication of such funds shall be the responsibility of the Member who received the funds.

4.6 The Fiscal Agent, on behalf of the SETX RDSPD, may negotiate contracts with outside service providers for special education and related services for students with disabilities in accordance with law and Fiscal Agent policies. The Fiscal Agent shall request Americans with Disabilities Act and FERPA compliance by each service provider.

4.7 The Fiscal Agent must notify Members of any intention to withdraw as Fiscal Agent of the SSA on or before September 1 preceding the end of the last fiscal year it intends to serve as Fiscal Agent. It is agreed and understood that the withdrawing Fiscal Agent will notify TEA of its intent to withdraw as Fiscal Agent on or before February 1 preceding the end of the fiscal year that it intends to be its last fiscal year to serve as Fiscal Agent. After a satisfactory independent audit of the SSA's accounts, the transfer of Fiscal Agent status will become effective July 1. All TEA timelines shall apply to any reconfiguration. The Fiscal Agent will provide documentation of affected parties as required by the Texas Education Agency.

4.8 Should the Fiscal Agent cease for any reason to serve, the Management Board will by majority vote of a quorum appoint a Member as Fiscal Agent. All TEA timelines shall apply to any reconfiguration, including a change in Fiscal Agent. However, a Member, if so elected by the Management Board, is not required to serve as Fiscal Agent. It is agreed that assuming the role of Fiscal Agent would require specific approval by the Member's governing body.

4.9 Each Member, where the student resides or is enrolled, shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA Requirements. Except as otherwise provided herein, each Member where a student attends school will prepare all required PEIMS student data reports on the 163 Record for students receiving SETX RDSPD services. The individual Members will be responsible for accountability and FAPE

for their respective students receiving services from the SETX RDSPD.

In the event a Member, who is responsible under this provision, fails to submit PEIMS student data on the 163 Record for a student who has been served by the SETX RDSPD, it is agreed and understood that the Member that failed to report a SETX RDSPD student will contribute toward the financial deficit resulting from such failure, and agrees to pay the amount of lost funding that the student(s) who were not reported would have generated. The additional costs will be calculated by the Fiscal Agent and invoiced to the Member in the spring in addition to the annual tuition charges for the Member's student(s).

5. Member's General Obligations

5.1 Members agree that any funds assessed under SETX RDSPD Operating Guidelines or this Agreement will be remitted within 90 calendar days of receiving a statement from the Fiscal Agent. Each Member acknowledges that federal funds received from the state earmarked for deaf education programs, state funds, and ECI Part-C funds flow from TEA directly to the Fiscal Agent upon the electronic submission of the Fiscal Agent's request for program funds.

5.2 Each Member will be liable for any cost associated with it's out of district, non-public or private school placed students. This includes any transportation cost incurred as a result of a Member's initiated placement in the Texas School for the Deaf.

5.3 Each Member agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the SETX RDSPD operations. Members retain responsibility for maintaining student eligibility folders, and the SETX RDSPD shall provide any required documentation generated by the RDSPD to the Member for maintenance of the same.

5.4 The Fiscal Agent shall provide suitable and sufficient classroom space to accommodate students of the program who are deaf or hard of hearing, including deaf-blindness, as well as office space for supportive personnel as requested by the SETX RDSPD and retain responsibility for costs related to such classroom facilities.

5.5 A Member may withdraw by notifying the Chairperson and other Members by September 1 prior to the end of the fiscal year that the Member intends to be its final year in the SSA and TEA of its intention to withdraw by February 1 or any other TEA timelines governing reconfigurations. Additionally, the Fiscal Agent will notify TEA of the Member's request to withdraw by February 1. The withdrawing Member, shall return to the SSA any personal property, including but not limited to, supplies, equipment, testing materials, computers, assistive technology, in its possession to the RDSPD based upon the annual inventory in effect at the time of the reconfiguration. It is further agreed that the withdrawing Member will not be entitled to any carry over funds. The withdrawing Member retains responsibility for any legal fees or other costs associated with the reconfiguration as determined by the SETX RDSPD, not to exceed \$5,000.00.

5.6 Except as otherwise provided herein, Members are ultimately responsible for the education of all students with deaf or hard of hearing, including deaf-blindness, properly enrolled or residing within its district boundaries, whether the child is served in the local program, the SETX RDSPD, or other placements. Such responsibility includes ensuring the

student's ARD committee reviews the IEP at least annually and the provision of any related services as determined necessary by the ARD committee. For students who are being service at the cluster site campuses or through the itinerant programs, the SETX RDSPD will make available the following services for eligible students:

- Audiological Services and/or Audiological Management
- DHH Instructional Services to Students
- Student Appraisal support
- Auditory Training
- Speech and Language Therapy (Site Only)
- Itinerant Teachers
- Specialized Assistive Listening Devices
- Interpreter Services (Site Only)
- Counseling as a related service (Site Only)
- Physical Therapy (Site Only)
- Occupational Therapy (Site Only)
- Parent Education
- Program Evaluation
- Staff Training
- Program Supervision
- Consultative Services
- Attend Admission, Review, and Dismissal (ARD) Committee meetings as needed

The Provision of any services referenced in provision 5.6 is contingent upon the ARD Committee determination that such services are necessary for the provision of FAPE.

5.7 Initial evaluation for eligibility is the financial responsibility of the Member wherein the student resides. A SETX RDSPD teacher and the Educational Audiologist will be involved in the evaluation process. The re-evaluation of SETX RDSPD full-time students is the responsibility of the SETX RDSPD. The SETX RDSPD will fund the otological portion and complete the DHH portion of re-evaluations for itinerant students. The Member where the itinerant student resides may seek support for the evaluation from the home district and/or SETX RDSPD, but the serving Member retains responsibility for the completion of the re-evaluation.

5.8 Each Member agrees that prior to joining another RDSPD that the Member shall consult with the SETX RDSPD Management Board and the SETX RDSPD Director regarding the dual membership. Any Member in a dual membership at the time this Agreement is approved is grandfathered from meeting this requirement.

5.9 Each Member agrees to adhere to the procedures described in the SETX RDSPD SSA Operating Guidelines.

6. Non-Member Services

6.1 Eligible students who are deaf or hard of hearing, including those with deaf-blindness, from LEAs other than those Members who are parties to this Agreement ("non-member LEAs") will be considered for services/placement upon written request to the SETX

RDSPD Director. An authorized representative of the non-member LEA shall be present at the Management Board meeting to present information and any requested clarification of information regarding the need(s) of the student(s) seeking to access services. The Member's governing bodies hereby delegate authority to the Management Board to enter into contracts with non-member LEAs. The Members acknowledge that it is TEA's expectation that services be provided to eligible students enrolled in non-member LEAs so that the intent of TEC Chapter 30, subchapter D is met. In the event that the Management Board determines that providing services to students enrolled in non-member LEAs would create an undue burden for the SETX RDSPD, the Fiscal Agent shall refer the matter to TEA for review.

6.2 Factors to be considered by the Management Board when considering the non-member LEA's request for services/placement, include, but are not limited to: (1) the type of services needed; (2) whether additional SETX RDSPD staff will have to be employed or engaged to serve the student; (3) whether the non-member LEA is a member of any other Shared Services Arrangement; (4) whether the non-member LEA can pay all transportation costs for transporting the student and all travel costs of staff associated with serving the student; (5) whether the non-member LEA will agree to transfer funds applicable to the education of such student(s) to the SETX RDSPD as appropriate and allowable; (6) whether the non-member LEA will pay all other costs incurred by SETX RDSPD in providing educational services to the student(s); and (7) whether the non-member LEA will agree to assume responsibility for attorney's fees and costs associated with any legal action brought by the student(s) or his or her parent(s).

6.3 The costs for providing non-member LEA educational services will be the same annual fee per student as is required of the Members, plus an additional 10% of the Member annual fee per student as an administrative fee, plus an amount equal to the ADA generated by the student in the non-member home district. The non-member LEA will be charged and pay additional fees of (1) \$800 to complete testing for the Communication Assessment, writing a report and attending an initial ARD meeting; (2) \$200 for an Audiological Evaluation completed by an SETX RDSPD Educational Audiologist.

6.4 The form of the Interlocal contract for non-member LEA educational services is attached as Exhibit "A".

6.5 Students from Charter Schools who are not parties to this Agreement may be considered for placement upon request to the SETX RDSPD Director through a services contract. Such contracts shall be in the form attached as Exhibit "B".

6.6 In the event a non-member LEA or Charter School does not agree to enter into a contract, then the SETX RDSPD Director will provide contact information of providers with whom those schools may directly contract for services, if available.

6.7 Each Member, by approval of this SETX RDSPD SSA Agreement, authorizes and delegates to the Member's Superintendent/CEO the authority to execute the forms of agreements set forth at Exhibits "A" and "B".

7. Fiscal Practices

7.1 The SETX RDSPD will operate on a budget prepared by the SETX RDSPD

Director, reviewed and approved by the Management Board. The budget shall be prepared in accordance with guidelines established by Texas Education Agency.

7.2 Administrative costs, including, but not limited to, all costs and salaries related to the SETX RDSPD Director, classroom teachers, itinerant teachers, interpreters, classroom aides, and SETX RDSPD office staff, and contracts with outside service providers, including, but not limited to audiologists, interpreters, and consultants, as well as any uncontrollable costs, incurred by the SETX RDSPD, over and above the amount of state deaf and/or federal funds (local fee), shall be divided among Members as set forth in Section 4.4 herein.

7.3 Except as otherwise provided herein, a Member shall not be responsible for any costs associated with the SETX RDSPD until such time that a Member has a student receiving services from the SETX RDSPD.

8. Dissolution

8.1 Dissolution of the SSA shall require the affirmative vote of a majority of the Management Board and a majority of the governing bodies of each Member. Upon dissolution, an appraisal of all personal property shall be conducted by the SETX RDSPD. The appraised value and the amount of the SSA funds remaining at the time of the dissolution is effectuated, shall be divided equally among the Members. All TEA timelines and requirements for documentation of affected parties shall apply. After an audit and full satisfaction of all charges and liabilities have been determined, the dissolution will take effect on July 1.

9. Risk of Loss

9.1 Except as otherwise provided herein, each Member and SETX RDSPD bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorney fees, and settlement costs.

9.2 Each Member will insure its owned or leased vehicles use in the transportation of students with disabilities for the statutory maximum limits of school district liability for motor vehicle accidents. The SETX RDSPD or the Fiscal Agent do not provide transportation and do not utilize vehicles for the furtherance of this program.

10. Transportation

10.1 Except as otherwise provided herein, each Member bears responsibility for providing or contracting for the transportation of each of its eligible students to each facility at which services are provided. The SETX RDSPD has no responsibility in regard to transportation, including extra-curricular activities.

11. Interpreter Services for School Sponsored Activities Outside the Instructional Day

11.1 It is the responsibility of the SETX RDSPD to provide and fund interpreter services for site students participating in after-school non-academic activities. This includes, but is not limited to, UIL events, sporting events, clubs, tutoring and any extra-curricular

activity sponsored by the school district in which the site location is located.

11.2 It is the responsibility of the SETX RDSPD to provide and fund interpreter services for site students in the DAEP, JJAEP, or other disciplinary setting.

11.3 It is the responsibility of the Members to provide and fund interpreter services for non-site students or parents for all activities.

12. The Site Program Determination

12.1 It is agreed and understood that the Management Board may determine site locations with input from the Members. Final site determination is contingent upon Management Board approval and approval by the governing body of Member where the site is to be located per that LEA's policy.

12.2 Should the site fail to satisfy the criteria set forth in the Operating Guidelines, the SETX RDSPD Director's authority as set forth in Section 3.1, shall apply.

13. Legal Responsibilities

13.1 Except as otherwise provided herein, the Member wherein the student resides or was properly enrolled is responsible for the provision of a Free Appropriate Public Education ("FAPE").

13.2 Except as otherwise provided herein, the Member wherein the student resides is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student.

13.3 If the Fiscal Agent or the SETX RDSPD is a named party in litigation under the IDEA (a Special Education Due Process Hearing or lawsuit filed in Federal or State Court) or Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, involving a student being served as contemplated by this Agreement, the Member wherein the student resides remains responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving such student including reimbursement to the SETX RDSPD or Fiscal Agent for any legal costs incurred by the SETX RDSPD or the Fiscal Agent.

13.4 Each Member shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the Member has a contract or with whom the Member has an employment relationship. The Fiscal Agent shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from its employees.

13.5 The legal responsibilities stated herein shall survive the expiration of this contract should litigation arise from events that occurred during the term of the contract.

13.6 The Members and the SETX RDSPD agree to negotiate in good faith in an effort to resolve any dispute related to this Agreement. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resorting to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute, who shall share the cost of mediation services based upon an equal split among

the Members. The Fiscal Agent shall contribute an equal share in the cost for mediation. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who will help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

14. The Agreement

14.1 This Agreement will be automatically renewed by each Member annually unless notification of withdrawal is given by a Member or the program is otherwise terminated by action of TEA. In the event this Agreement is revised or modified and a Member refuses to execute the revised Agreement, then that Member will not be deemed a party to this Agreement. In the event there is a dispute among the Members regarding revisions or modifications to this Agreement, the Member(s) electing not to agree to execute the modifications of the Agreement will not be parties to the Agreement and Section 14.2 shall control.

14.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the SETX RDSPD.

14.3 This Agreement will apply to and bind the representatives and successors in the interest of the parties to this Agreement.

14.4 This Agreement is governed by the laws of the State of Texas.

14.5 If any provision of this Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Members agree that all remaining provisions of this Agreement will remain in effect.

14.6 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.

14.7 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

14.8 It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties.

[END]

Southeast Texas Regional Day School Program for the Deaf

EXHIBIT "A" ADDENDUM TO SHARED SERVICES ARRANGEMENT FOR NON-MEMBER SCHOOL DISTRICT CONTRACTED SERVICES

The Southeast Texas Regional Day School Program for the Deaf ("SETX RDSPD"), a Shared Services Arrangement ("SSA") in Jefferson County, Texas, and _____ ("Non-Member LEA"), an independent school district and political subdivision of the State of Texas, hereby enter into this Shared Services Agreement ("the Agreement") for the provision of deaf or hard of hearing, including deaf-blindness, continuum of services for Non-Member LEA students who are eligible for deaf education services pursuant to IDEA as further defined herein ("Deaf Services"), in order to provide access to the SSA's deaf or hard of hearing, including deaf-blindness, continuum of services as required by the Texas Education Agency ("TEA").

WHEREAS, the SSA is currently providing Deaf Services to its Members;

WHEREAS, pursuant to the SETX RDSPD SSA dated _____, 2022, the SSA may provide Deaf Services to Non-Member LEAs, as requested by TEA, by and through a contract for services;

WHEREAS, Non-Member LEA seeks Deaf Services for certain eligible students; and

WHEREAS, Non-Member LEA has requested Deaf Services from the SSA and the SSA agrees to provide the Deaf Services, by means of this SSA; and

WHEREAS, both parties acknowledge and have found it will increase the efficiency and effectiveness of their respective entities and will comply with the TEA, SETX RDSPD SSA Procedures and will be in their best interests and the interest of the public to cooperate in the provision of Deaf Services as set forth in this Agreement.

NOW THEREFORE, the parties, for and in consideration of the covenants herein, hereby agree as follows:

1. Purpose

The Non-Member LEA and the fiscal agent of the SSA (on behalf of the "SSA"), are each public entities, entering into this Agreement for the purpose of providing governmental functions in which the parties are mutually interested and with each

party performing functions they would be authorized to perform individually; specifically: deaf or hard of hearing, including deaf-blindness, continuum of services.

2. General Agreement

The parties understand and agree that the availability of Deaf Services hereunder will be determined at the time a Request for Non-Member services is submitted to the SSA. Upon approval by the SSA of availability of services, the Non-Member LEA and SSA hereby agree to cooperate as further set forth in this Agreement in the provision of the Deaf Services. The Deaf Services consist of those identified in SSA's continuum of services.

3. SSA Responsibilities

SSA shall provide the Deaf Services described the SSA, utilizing best efforts, through its staff and personnel.

4. Non-Member LEA Responsibilities

- a. Non-Member LEA agrees to remit any funds assessed by the SSA within thirty (30) calendar days of receiving a statement from the SSA Fiscal Agent.
- b. Costs for providing Non-Member LEA educational services will be the same annual fee per student as is required of the Members, plus an additional 10% of the Member annual fee per student as an administrative fee, plus an amount equal to the ADA generated by the student in the non-member home district. Non-Member LEA will be charged and pay additional fees of (1) \$800 to complete testing for the Communication Assessment, writing a report and attending an initial ARD meeting; (2) \$200 for an Audiological Evaluation completed by an SETX RDSPD Educational Audiologist. This Agreement does not contemplate the provision of interpreter services, as an itinerant service or for any non-instructional program or any extracurricular activity, and such additional fees, if any, may be charged by the SSA to the Non-Member LEA.
- c. Non-Member LEA will be liable for any and all costs associated with its residentially placed students.
- d. Non-Member LEA agrees to maintain proper educational records, including eligibility folders, for students served by the SSA. It is further agreed that all student records of any student recipient of SSA services, shall be provided to the SSA prior to the initiation of SSA services. In the event records submitted are deemed unsatisfactory by the SETX RDSPD SSA or do not

reflect IDEA compliance, Non-Member LEA services may be rejected.

- e. The Non-Member LEA shall provide suitable and sufficient classroom space to accommodate its students as well as office space for supportive personnel as requested by the SSA.
- f. It is agreed and understood that the continued delivery of services to students of Members of the SSA will take precedence over Non-Member LEA students. When determining whether or not existing SSA personnel may service Non-Member LEA student(s), assurances shall be provided to the members that the Member students will continue to receive appropriate services. This Agreement may be terminated, consistent with the termination clause set forth herein, should the SSA, in its sole discretion and at any time, determine that existing personnel or contract employees cannot adequately serve Non-Member LEA students while maintaining its obligation to serve Member students.
- g. Non-Member LEAs are responsible for the education of each deaf or hard of hearing, including deaf-blindness student who resides within that Non-Member LEA's boundaries regardless of whether the student is served in the Non-Member LEA's local program, SSA or other placements. Such responsibility includes the provision of any related services as determined necessary by the student's ARD Committee. Except as otherwise provided herein, the Non-Member LEA, through this SSA, may retain Deaf Services based upon the fee schedule set forth by the SSA Management Board in the Agreement.
- h. Child Find and the determination of eligibility for Deaf Services is the sole responsibility of the Non-Member LEA. The Non-Member LEA will not be allowed to access SSA services without the submission of the required evaluations for Deaf Services eligibility of its students.
- i. Non-Member LEA agrees to comply with applicable federal and state law and the SSA Operating Guidelines. Noncompliance, as determined by the SSA, will result in a termination of services, as set forth in the termination clause herein.
- j. Non-Member LEA is solely responsible for transportation of its eligible

students to each facility at which SSA Deaf Services are provided, including providing all required insurance for vehicles used in such transportation.

- k. Non-Member LEA is solely responsible for the provision of a Free and Appropriate Public Education (FAPE) to its students.
- l. Non-Member LEA is responsible for legal costs, court costs, and attorney's fees, resulting from litigation directly involving its student(s).

5. Miscellaneous

- a. Students who attend a centralized program/cluster site will not be considered transfer students.
- b. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, Non-Member LEA agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to or by any person or persons and to any property that may arise out of or be occasioned by this Agreement or any of its activities or from any act or omission or any employee or representatives or the parties of this Agreement. Further, Non-Member LEA shall indemnify and hold the SSA harmless from any actions brought against the SSA, any Member of the SSA or any employee, agent or officer of any Member of the SSA for any reason related to the Deaf Services and/or this Agreement.
- c. Notice and Addresses. All notices required hereunder must be given by certified mail or registered mail, addressed to the proper party, at the following applicable address:

To the SETX RDSPD SSA:
ATTN: Kerri Courville, LPC | RDSPD Director

Beaumont, TX _____

To the Non-Member LEA:
ATTN: _____

_____, TX _____

Either Party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in

this section. Notices shall be deemed to have been received three (3) days after deposit in the mail.

- d. **Parties Bound.** This Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- e. **Prior Agreement Superseded.** This Agreement together with the terms of the SETX Regional Day School Program for the Deaf Shared Services Agreement constitutes the sole and only Agreement of the Parties regarding their responsibilities to each other concerning the Services and supersedes any prior understandings or written or oral agreements between the Parties respecting the Services. This Agreement in no way modifies or supersedes any document executed by the parties prior to this Agreement which does not involve the Non-Member Services.
- f. **Amendment.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to the Agreement.
- g. **Violation of Law.** The parties shall not violate any federal, state or local laws, regulations or ordinances in the performance of this Agreement.
- h. **Definition of Terms.** All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter III, Part 300 of the Individuals with Disabilities Education Act (IDEA), 34 CFR *et seq*, and the Texas Administrative Code, 19 TAC Chapter 89. Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, SEA or State Education Agency, MOE or Maintenance or Effort, ESEA or Elementary and Secondary Education Act and ARD or Admission, Review and Dismissal.
- i. **Enforceability.** If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the parties or the subject matter, such provision shall be severable from the other provision of this Agreement, and all remaining provisions shall be fully enforceable.
- j. **Governing Law and Place for Performance.** This agreement shall be governed by the laws of Texas, which state shall also be deemed the place

where this Agreement was entered into and the place of performance and transaction of business and parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue and place of jurisdiction shall also be the County of Jefferson, Texas unless otherwise agreed in writing by the parties.

- k. The parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.
- l. Exhibits Incorporated. All exhibits to this Agreement are incorporated by reference as if completely set out herein.
- m. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of SSA and the Non-Member District, respectively.
- n. No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by SSA, the Members, Non-Member LEAs, or the past or present officers, employees, or agents of Non-Member LEAs and Members.
- o. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the SSA and the Non-Member LEA.
- p. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- q. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.

[INTENTIONALLY LEFT BLANK]

- r. Either Party may terminate this Agreement at any time with or without cause, by giving the other party written notice of its decision to terminate at least forty-five (45) business days prior to the effective date of termination.

EXECUTED TO BE EFFECTIVE this _____ day of _____, 20____.

NON-MEMBER LEA

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

SETX RDSPD SSA

By: _____

Kerri Courville, Director RDSPD
Beaumont ISD, Fiscal Agent

Southeast Texas Regional Day School Program for the Deaf

EXHIBIT "B" ADDENDUM TO SHARED SERVICES ARRANGEMENT FOR NON-MEMBER CHARTER SCHOOL CONTRACTED SERVICES

The Southeast Texas Regional Day School Program for the Deaf ("SETX RDSPD"), a Shared Services Arrangement ("SSA") in Jefferson County, Texas, and _____ ("Non-Member LEA"), a charter school established by the Texas Education Agency, hereby enter into this Shared Services Agreement ("the Agreement") for the provision of deaf or hard of hearing, including deaf-blindness, continuum of services for Non-Member LEA students who are eligible for deaf education services pursuant to IDEA as further defined herein ("Deaf Services"), in order to provide access to the SSA's deaf or hard of hearing, including deaf-blindness, continuum of services as required by the Texas Education Agency ("TEA").

WHEREAS, the SSA is currently providing Deaf Services to its Members;

WHEREAS, pursuant to the SETX RDSPD SSA dated _____, 2022, the SSA may provide Deaf Services to Non-Member LEAs, as requested by TEA, by and through a contract for services;

WHEREAS, Non-Member LEA seeks Deaf Services for certain eligible students; and

WHEREAS, Non-Member LEA has requested Deaf Services from the SSA and the SSA agrees to provide the Deaf Services, by means of this Agreement; and

WHEREAS, both Parties acknowledge that such Agreement is consistent with, TEA, SETX RDSPD SSA Procedures and will be in their best interests and the interests of the public to cooperate in the provision of Deaf Services as set forth in this Agreement;

NOW THEREFORE, the parties, for and in consideration of the covenants herein, hereby agree as follows:

1. Purpose

Non-Member LEA and the Members made a part of the SSA are entering into this Agreement for the purpose of allowing Non-Member LEA students an opportunity to access SSA Deaf Services consistent with the terms of this Agreement.

2. General Agreement

The parties understand and agree that the availability of Deaf Services hereunder will be determined at the time a Request for Non-Member services is submitted to the SSA. Upon approval by the SSA of availability of services, the Non-Member LEA and SSA hereby agree to cooperate as further set forth in this Agreement in the provision of the Deaf Services. The Deaf Services consist of those identified in the SSA's continuum of services.

3. SSA Responsibilities

SSA shall provide the Deaf Services described in the SSA, utilizing best efforts, through its staff and personnel.

4. Non-Member LEA Responsibilities

- a. Non-Member LEA agrees to remit any funds assessed by the SSA within thirty (30) calendar days of receiving a statement from the SSA Fiscal Agent.
- b. Costs for providing Non-Member LEA educational services will be the same annual fee per student as is required of the Members, plus an additional 10% of the Member annual fee per student as an administrative fee, plus an amount equal to the ADA generated by the student in the non-member home district. Non-Member LEA will be charged and pay additional fees of (1) \$800 to complete testing for the Communication Assessment, writing a report and attending an initial ARD meeting; (2) \$200 for an Audiological Evaluation completed by an SETX RDSPD Educational Audiologist. This Agreement does not contemplate the provision of interpreter services, as an itinerant service or for any non-instructional program or any extracurricular activity, and such additional fees, if any, may be charged by the SSA to the Non-Member LEA.
- c. Non-Member LEA will be liable for any and all costs associated with its residentially placed students.
- d. Non-Member LEA agrees to maintain proper educational records, including eligibility folders, for students served by the SSA. It is further agreed that all student records of any student recipient of SSA services, shall be provided to the SSA prior to the initiation of SSA services. In the event records submitted are deemed unsatisfactory by the SETX RDSPD SSA or do not reflect IDEA compliance, Non-Member LEA services may be rejected.
- e. The Non-Member LEA shall provide suitable and sufficient classroom space

to accommodate its students as well as office space for supportive personnel as requested by the SSA.

- f. It is agreed and understood that the continued delivery of services to students of Members of the SSA will take precedence over Non-Member LEA students. When determining whether or not existing SSA personnel may service Non-Member LEA student(s), assurances shall be provided to the members that the Member students will continue to receive appropriate services. This Agreement may be terminated, consistent with the termination clause set forth herein, should the SSA, in its sole discretion and at any time, determine that existing personnel or contract employees cannot adequately serve Non-Member LEA students while maintaining its obligation to serve Member students.
- g. Any participation in the SSA programs by a Non-Member LEA representative or employee, whether on a paid or volunteer basis, shall be considered within the course and scope of the employee's Non-Member LEA employment. Non-Member LEA shall provide such employee or representative with appropriate supervision during all times they are performing duties associated with the provision of SSA services, regardless of the time of day or the location where the duties are performed. The SSA representative shall have no duty to supervise or provide supervision or assistance to such persons.
- h. Non-Member LEAs are responsible for the education of each student with deaf or hard of hearing, including deaf-blindness, who was properly enrolled in that Non-Member LEA's school. Such responsibility includes the provision of any related services as determined necessary by the student's ARD Committee. Except as otherwise provided herein, the Non-Member LEA, through this SSA, may retain Deaf Services based upon the fee schedule set forth by the SSA Management Board in the Agreement.
- i. Child Find and the determination of eligibility for Deaf Services is the sole responsibility of the Non-Member LEA. The Non-Member LEA will not be allowed to access SSA services without the submission of the required evaluations for Deaf Services eligibility of its students.
- j. Non-Member LEA agrees to comply with applicable federal and state law

and the SSA Administrative Guidelines. Noncompliance, as determined by the SSA, will result in a termination of services, as set forth in the termination clause herein.

- k. Non-Member LEA is solely responsible for transportation of its eligible students to each facility at which SSA Deaf Services are provided, including providing all required insurance for vehicles used in such transportation.
- l. Non-Member LEA is solely responsible for the provision of a Free and Appropriate Public Education (FAPE) to its students.
- m. Non-Member LEA is responsible for legal costs, court costs, and attorney's fees, resulting from litigation directly involving its student(s).
- n. Non-Member LEA agrees to provide and maintain during the term of this agreement Commercial General Liability insurance policy, limits of \$1,000,000 for each occurrence and \$2,000,000 General Aggregate and will insure its owned or leased vehicles used in the transportation of students receiving Deaf Services for the SSA for the statutory maximum limits of school district liability for motor vehicle accidents. The Non-Member LEA School acknowledges that the SSA does not provide transportation and does not utilize vehicles for the furtherance of this program or in its role as Fiscal Agent. Non-Member LEA shall provide Workers' Compensation insurance for all liability arising out of the Non-Member LEA's employment of its employees and anyone for whom the Non-Member LEA shall be liable for Workers' Compensation claims. Workers' Compensation is required and no "alternative" form of insurance shall be permitted.
- o. General Provisions Applicable to insurance are:
 - i. The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued, and rated no less than B in the most current edition of Best's Rating Manual at all times during the term of this Agreement;
 - ii. The General Liability and Automobile policy or policies so issued in the name of the Non-Member LEA shall also name the SSA as an additional insured, as their respective interests may appear. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this

Agreement that the General Liability coverage required herein shall be primary to and shall seek no contribution from all insurance available to the SSA, with the SSA's insurance being excess, secondary and non-contributing. The Commercial General Liability and Automobile coverage provided by the Non-Member LEA shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis; and

- iii. Non-Member LEA shall have its insurance carrier(s) furnish to the SSA insurance certificates in form satisfactory to the SSA specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be cancelled or materially changed while the Agreement is in effect without thirty (30) calendar days prior written notice to SSA, and a statement that the SSA is named as additional insured as provided above.

5. Miscellaneous

- a. Students who attend a centralized program/cluster site will not be considered transfer students.
- b. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, Non-Member LEA agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to or by any person or persons and to any property that may arise out of or be occasioned by this Agreement or any of its activities or from any act or omission or any employee or representatives or the parties of this Agreement. Further, Non-Member LEA shall indemnify and hold the SSA harmless from any actions brought against the SSA, any Member of the SSA or any employee, agent or officer of any Member of the SSA for any reason related to the Deaf Services and/or this Agreement.
- c. Notice and Addresses. All notices required hereunder must be given by certified mail or registered mail, addressed to the proper party, at the following applicable address:

To the SETX RDSPD SSA:
ATTN: Kerri Courville, LPC| RDSPD Director

Beaumont, TX _____

To the Non-Member LEA:

ATTN: _____

_____, TX _____

Either Party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this section. Notices shall be deemed to have been received three (3) days after deposit in the mail.

- d. Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- e. Prior Agreement Superseded. This Agreement together with the terms of the SETX Regional Day School Program for the Deaf Shared Services Agreement constitutes the sole and only Agreement of the Parties regarding their responsibilities to each other concerning the Services and supersedes any prior understandings or written or oral agreements between the Parties respecting the Services. This Agreement in no way modifies or supersedes any document executed by the parties prior to this Agreement which does not involve the Non-Member Services.
- f. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to the Agreement.
- g. Violation of Law. The parties shall not violate any federal, state or local laws, regulations or ordinances in the performance of this Agreement.
- h. Definition of Terms. All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter III, Part 300 of the Individuals with Disabilities Education Act (IDEA), 34 CFR *et seq*, and the Texas Administrative Code, 19 TAC Chapter 89. Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, SEA or State Education Agency, MOE or Maintenance or Effort, ESEA or Elementary and Secondary Education Act and ARD or Admission, Review and Dismissal.

- i. Enforceability. If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the parties or the subject matter, such provision shall be severable from the other provision of this Agreement, and all remaining provisions shall be fully enforceable.
- j. Governing Law and Place for Performance. This agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue and place of jurisdiction shall also be the County of Jefferson, Texas unless otherwise agreed in writing by the parties.
- k. The parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.
- l. Exhibits Incorporated. All exhibits to this Agreement are incorporated by reference as if completely set out herein.
- m. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of SSA and the Non-Member District, respectively.
- n. No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by SSA, the Members, Non-Member LEAs, or the past or present officers, employees, or agents of Non-Member LEAs and Members.
- o. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the SSA and the Non-Member LEA.
- p. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- q. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.

[INTENTIONALLY LEFT BLANK]

- r. Either Party may terminate this Agreement at any time with or without cause, by giving the other party written notice of its decision to terminate at least forty-five (45) business days prior to the effective date of termination.

EXECUTED TO BE EFFECTIVE this _____ day of _____, 20____.

NON-MEMBER LEA

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

SETX RDSPD SSA

By: _____

Kerri Courville, Director RDSPD
Beaumont ISD, Fiscal Agent

FROM: Management Board Member

TO: Southeast Texas Regional Day School Program for the Deaf SSA

FROM: Management Board Member

RE: Formal Approval of Continued Participation in the Southeast Texas Regional Day School Program for the Deaf SSA

On _____, 2022, at a duly called and posted public meeting the governing body of the _____ formally approved continued participation as a member of the **Southeast Texas Regional Day School Program for the Deaf Shared Service Arrangement** as well as revisions to the shared services arrangement agreement beginning with the 2022-2023 fiscal year, as shown in the attached - Southeast Texas Regional Day School Program for the Deaf Shared Service Arrangement.

Signed:

Board President **Date**

Superintendent/CEO **Date**

Board Exhibit Cover Sheet



Board Exhibit Cover Sheet

Meeting Date: June 16, 2022

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

Agenda Item Title: Approve Renewal of Recommended Vendor for RFP 20.09 Athletic Apparel Exclusivity

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Dr. Ronald Jackson

Executive Summary: A Request for Proposal was awarded in 2020 for Athletic Apparel Exclusivity. There is a 35% - 40% reduction in athletic wear from Adidas. This is the second and final renewal.

Recommendation: Approve renewal of Athletic Apparel Exclusivity to Athletic Supply.

Budget Impact* (if applicable): Estimated \$ 400,000

Funding Source (if applicable): General Fund

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

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

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


Cabinet Level Presenter's Signature


Date

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

Date

General Counsel's Signature

Date

Board Exhibit Cover Sheet



Board Exhibit Cover Sheet

Meeting Date: June 16, 2022

Agenda Item/Exhibit Number: **IV.E.6.**

Agenda Item Title: Approve Renewal of RFP #21.20 Classroom Analysis and Coaching

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Anetra Cheatham

Executive Summary: A Request for Proposal (RFP) was awarded for Classroom Analysis and Coaching in July 2021. This would be the first year of a two-year option. The scope of work includes coaching and evaluation rubrics and data, assisting with Big Rocks tracking, scripts, and framework.

Recommendation: Approve Renewal of Classroom Coaching and Analysis by School Mint.

Budget Impact* (if applicable): Estimated \$100,000

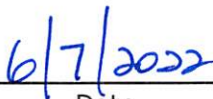
Funding Source (if applicable): Federal Fund

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

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



Board Exhibit Cover Sheet

Meeting Date: June 16, 2022

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

Agenda Item Title: Approve Renewal of RFP 21.05 Special Education Contracted Services

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Dr. Tyrell White

Executive Summary: A Request for Proposal was awarded in May 2021 for Special Education Contracted Services. The purpose of the RFP was to identify potential service providers that the District deems to be qualified to engage in identified services needed. This is the first renewal of a two-year option.

Recommendation: Approve Renewal of RFP 21.05 Special Education Contracted Vendors

Budget Impact* (if applicable): Estimated \$1,100,000

Funding Source (if applicable): Federal Fund
Regional Day School Program for the Deaf Fund
General 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)

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


Cabinet Level Presenter's Signature


Date

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

Date

General Counsel's Signature

Date



Board Exhibit Cover Sheet

Meeting Date: June 16, 2022

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

Agenda Item Title: Approve Renewal of RFP 21.17 Training and Support Services

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Anetra Cheatham

Executive Summary: A Request for Proposal was awarded in June 2021 for Training and Support Services. The scope included classroom analysis, data analytics development, and professional training and development. This is the first renewal of a two-year option.

Recommendation: Approve Renewal of Training and Support Services for Big Rocks Educational

Budget Impact* (if applicable): Estimated \$300,000

Funding Source (if applicable): Federal Fund

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



Board Exhibit Cover Sheet

Meeting Date: June 16, 2022

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

Agenda Item Title: Approve Renewal of RFP 22.01 Professional Development Services

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Anetra Cheatham

Executive Summary: A Request for Proposal was awarded in July 2021 for Professional Development Services. The scope included teacher observation and feedback, lesson alignment, formative assessment, impact analysis, and cultural training. Vendor is vetted and recommended by TEA. This is the first renewal of a two-year option.

Recommendation: Approve Renewal of Professional Development Services for Instruction Partners.

Budget Impact* (if applicable): Estimated \$500,000

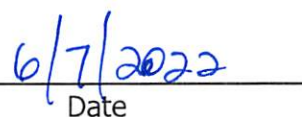
Funding Source (if applicable): Federal Fund

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)

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


Cabinet Level Presenter's Signature


Date

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

Date

General Counsel's Signature

Date



Board Exhibit Cover Sheet

Meeting Date: June 16, 2022

Agenda Item/Exhibit Number: **IV.E.10.**

Agenda Item Title: Consider delegation of hiring authority to the Superintendent pursuant to Board Policy DC (LOCAL) from June 17 – September 30, 2022.

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

Additional Presenter(s):

Executive Summary: The Board is asked to delegate final hiring authority to the Superintendent for all contractual employees pursuant to Board Policy DC (LOCAL).

Recommendation: Board Policy DC (LOCAL) provides the Board final hiring authority for all contractual employees.

In order to facilitate timely hiring during the summer recruiting season, the administration requests that the Board delegate to the Superintendent final hiring authority for contractual employees beginning June 17, 2022 and ending September 30, 2022. Administration will continue to provide monthly hiring and separation reports.

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): DC (LOCAL)

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

Shannon Allen
Cabinet Level Presenter's Signature

6/8/22
Date

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

Date

General Counsel's Signature

Date

EMPLOYMENT PRACTICES

DC
(LOCAL)

Personnel Duties	The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.
Posting Vacancies	The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.
Applications	All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position. [For information related to the evaluation of criminal history records, see DBAA.]
Employment of Contractual Personnel	The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel. The Board retains final authority for employment of contractual personnel. [See DCA, DCB, DCC, and DCE as appropriate]
Employment of Noncontractual Personnel	The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCD]
Employment Assistance Prohibited	No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]



CONSULTING AGREEMENT

By and Between the
BEAUMONT INDEPENDENT SCHOOL DISTRICT
and
MOAK, CASEY & ASSOCIATES, INC.

MOAK, CASEY & ASSOCIATES, INC. ("Consultant"), agrees to provide the services ("Services") indicated in this consulting agreement ("Agreement") in return for fees as enumerated below to the **BEAUMONT INDEPENDENT SCHOOL DISTRICT** ("District"), relating to an Application for Appraised Value Limitation on Qualified Property ("Value Limitation") from **PROJECT STRAWBERRY** ("Company"), for a new renewable energy facility, pursuant to Chapter 313, Texas Tax Code. The Services include the components listed below.

PART I. SERVICES

Consultant shall:

- 1.1. *Brief the school board, senior administrators and community leaders:* Consultant will provide a comprehensive briefing on the mandatory procedures, rules of the Comptroller's Office, financial risks, and impact under the Texas school finance system.
- 1.2. *Analyze the Company's Application Prior to Submission to the Comptroller's Office:* Consultant will assist in the review of the Company's application, if needed, for completeness prior to submission to the Comptroller's Office.
- 1.3. *Monitor the Comptroller's and T.E.A.'s application review:* Consultant will assist in monitoring the Comptroller's economic analysis and assessment of the project, if needed, as well as any review by T.E.A. to ensure that all information requests and any other issues are addressed during the review process.
- 1.4. *Prepare school-finance analysis:* Consultant will use district-specific financial models to estimate impact of the proposed economic development over the full period of the Value Limitation process.
- 1.5. *Negotiate with applicant company:* Consultant will undertake informal and formal negotiations with the Company or its representatives, as directed by the District.



- 1.6. *Prepare annual calculations required under the Value Limitation Agreement and annual and biennial reports required by the State Comptroller's Office and Texas Education Agency following execution of the Value Limitation Agreement.* The annual financial calculations and the annual and biennial reports will be prepared by the Consultant as required, at no expense to the District.
- 1.7. *Provide staff support for the District if it is subject to a review by the State Auditor's Office.* In the event the District's Chapter 313 agreement is subject to a review by the State Auditor's Office, Consultant will provide staff support to address the information requirements associated with the audit, at no expense to the District.

PART II. GENERAL PROVISIONS

In performing these Services, Consultant and the District agree to the following additional terms and conditions:

- 2.1. Consultant shall be available for direct consultation with the Board of Trustees of the District, but shall maintain its primary contact with Dr. Shannon Allen, its Superintendent.
- 2.2. The District shall provide for the reproduction and dissemination of major reports or other written materials.
- 2.3. Services provided by Consultant shall be provided by direct staff of Consultant or through resources under subcontract.
- 2.4. The District shall promptly provide Consultant with necessary background information relating to financial and other pertinent data.
- 2.5. Information obtained by Consultant from the District shall remain confidential unless authorization for the release of the information has been approved by an authorized representative of the District, or unless disclosure of the information is required by the Texas Public Information Act.
- 2.6. Consultant is not an employee of the District, and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. The District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of Consultant. Consultant shall indemnify and hold the District harmless from any and all liability to the Internal Revenue Service for the payment of any taxes or withholding paid to Consultant under this Agreement. Consultant shall also indemnify and hold harmless the District, its officials and employees, against claims for damages, personal injury or death caused by the acts or omissions of Consultant or Consultant's employees or subcontractors in the performance of this Agreement.
- 2.7. Nothing in this Agreement shall be construed to prevent Consultant from entering into agreements with other individual school districts or other education groups regarding financial planning, legal, consulting, and other related services that do not conflict with this Agreement.



- 2.8. No provision of this Agreement shall be construed to prevent Consultant from undertaking sponsored research or services on Texas statewide school finance issues.
- 2.9. No provision of this Agreement shall be construed to entitle the District to access to general statewide finance modeling services and analyses prepared by Consultant except as covered under Part I.
- 2.10. This Agreement shall be in force May 19, 2022, until the Services set forth herein as Items 1.1 to 1.5 have been completed, and for the services provided under Items 1.6 and 1.7 shall continue from year-to-year while the Value Limitation Agreement is in effect.
- 2.11. Services under this Agreement may be terminated at any time at the sole discretion of the District. In event of such termination by the District, District shall pay Consultant prorated fees for the services performed prior to the date of termination.
- 2.12. Consultant may cancel this agreement only upon ninety (90) days prior notice to the District.

PART III. FEES AND EXPENSES

- 3.1. The fee shall be \$37,500 for the term of the Agreement, inclusive of expenses.
- 3.2. Fees shall be paid upon execution of this Contract, but only after receipt of the Completeness Letter as issued by the Texas Comptroller's Office.
- 3.3. All payments shall be due upon receipt of an invoice.
- 3.4. Fees paid under this Agreement by the District for Services listed as Items 1.1 to 1.5 are to be paid from the Application Fee established by the District pursuant to Section 313.031(b), Texas Tax Code.
- 3.5. In no event shall the District be billed for Consultant expenses relating to the Services provided as Items 1.6 and 1.7, beyond the amounts that are allowed to be paid under the Chapter 313 Value Limitation Agreement.

PART IV. NOTICES AND MAILINGS

Invoices, payments, and other official communications shall be considered delivered if mailed to the following, or to such other address as may be designated, in writing, from time to time:

4.1. If to Consultant:

Mr. Daniel T. Casey, Partner
MOAK, CASEY & ASSOCIATES, INC.
901 S. MoPac Expressway
Bldg. III, Suite 310
Austin, Texas 78746



4.2. If to District:

Dr. Shannon Allen
Superintendent
Beaumont ISD
3395 Harrison Ave
Beaumont, Texas 77706

DISTRICT:

BEAUMONT INDEPENDENT SCHOOL DISTRICT

CONSULTANT:

MOAK, CASEY & ASSOCIATES, INC.

A handwritten signature in black ink, reading 'Daniel T. Casey', is positioned above the printed name and title of the consultant.

Printed Name: Dr. Shannon Allen

Daniel T. Casey
Partner

Date: _____

Date: May 19, 2022

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Moak, Casey & Associates

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Beaumont ISD Board of Trustees and Superintendent

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

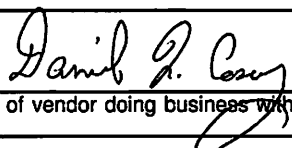
☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

May 19, 2022

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-880441

Date Filed:
04/30/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Moak, Casey & Associates
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Beaumont Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TBD

Consulting services to assist the district in its evaluation of a Chapter 313 property value limitation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Casey, Dan	Austin, TX United States	X	
	Moak, Lynn	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is John Grey, and my date of birth is 12/13/73.

My address is 901 S. Moak Expy., Bldg III, Suite 310 Austin TX 78746 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 30th day of April, 2022.
(month) (year)

J. M. S.
Signature of authorized agent of contracting business entity
(Declarant)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Moak, Casey & Associates, Inc.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions. 901 S. Mopac Bldg III Ste 310	Requester's name and address (optional)	
6 City, state, and ZIP code Austin, TX 78746		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
2	6			-	0	4	5	6	9
									3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 2-11-19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Attachment A

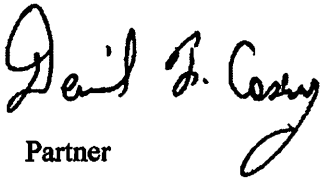
Compliance with House Bill 89 and Senate Bill 252

Due to the passage of House Bill 89 and Senate Bill 252 during the 85th Texas Legislative Session, effective September 1, 2017, any entity contacting with a school district must adhere to following:

Compliance with House Bill 89: A governmental entity may not enter into a contract with a company for good or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract.

Compliance with Senate Bill 252: A governmental entity may not enter into a contract with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

In signing this attachment, I attest that Moak Casey & Associates is in compliance with HB 89 and SB 252.

A handwritten signature in black ink, appearing to read "David B. Casey". The signature is fluid and cursive, with the first name "David" being the most prominent.

Partner

Moak, Casey & Associates
910 S. Mopac Expressway
Building III, Suite 310
Austin, Texas 78746

O'HANLON, DEMERATH & CASTILLO

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE
AUSTIN, TEXAS 78701
PHONE: (512) 494-9949
FAX: (512) 494-9919

KEVIN O'HANLON
kohanlon@808west.com

Rio Grande Valley Office
426 W. Caffery Ave.
Pharr, Texas 78577

San Antonio Office
117 W. Craig Place
San Antonio, Texas 78212

May 17, 2022

Superintendent Shannon Allen and
Members of the Board of Trustees
Beaumont Independent School District
3395 Harrison Ave.
Beaumont, Texas 77706

RE: Legal Representation Agreement for District Representation for Purposes of Tax Code
Chapter 313 matters concerning Application of Project Strawberry

Dear Superintendent Allen and Members of the Beaumont ISD Board of Trustees,

The purpose of this letter is to provide you the terms and conditions under which our firm proposes to undertake all necessary legal work to process, negotiate, draft and, as requested, provide post-agreement legal advice to the Beaumont Independent School District Board of Trustees or the Board of Trustees upon reassuming their duties (hereinafter "Client") concerning the above-referenced Application of Project Strawberry. At all times our representation will be subject the direction of Client's Board of Trustees and executive staff. Please review the agreement, and if you wish to retain the Firm's services, execute and return the agreement to our office by either facsimile or email.

If retained, we propose to represent in the above-referenced matter as follows:

I. Designation of Firm's Primary Counsel: Kevin O'Hanlon, our firm's President and Managing Partner will have primary responsibility for this engagement. Mr. O'Hanlon has been practicing law in Texas for approximately 38 years and has been involved in the drafting and negotiation of Chapter 313 agreements since drafting the original Chapter 313 agreement in 2002. The use of all firm personnel will be based on the exercise of our professional judgment and will depend on the nature of the work to be performed and the qualifications, skill and specialized expertise needed to perform an aspect of a specific engagement.

II. Legal Representation Through Agreement Execution: If engaged by Client, our firm will provide the following legal services with respect to the above referenced matter for the fee set forth in Paragraph III, below:

1. Review Client's existing Chapter 313 Policies and, where appropriate, recommend amended language to the Board, to ensure compliance with current statute and regulatory directives.
2. Review the Application, including Schedules A1-C and all other supporting documentation for completeness; and require the Applicant, as necessary, to submit additional and/or supplementary information to ensure that the Application documents and any other required reports include all information required by the Comptroller's rules or by 34 Tex. Administrative Code § 9.1054.
3. Upon request, provide a comprehensive briefing on the mandatory procedures, rules of the Comptroller's Office, legal risks under the Texas school finance system.
4. Review, on behalf of the Client, any Amended, Supplemental Application, or any other required documentation, submitted by the Applicant for the same project, and make appropriate recommendations for action.
5. Ensure that all requests from the Comptroller concerning the Application are expeditiously handled, and forward to the Comptroller and the Appraisal District any Amended or Supplemental Application or any other information necessary to complete the Comptroller's Application Certification or economic impact study.
6. Ensure Client is kept current on and is in compliance with all required transparency requirements.
7. Where requested, draft Board agenda items and supporting materials for Board action, in full compliance with the Texas Open Meetings Act.
8. Attend, in person any staff and/or Board meetings as necessary to keep Client informed of the status of the engagement.
9. Coordinate with Client's school finance consultants to ensure all required analyses to properly protect the District's financial interests have been completed in a timely manner.
10. Secure and forward all required supplemental information necessary to assist the staffs of the Comptroller and, as applicable, the Texas Education Agency (TEA); the Texas Workforce Commission, and the Texas Economic Development and Tourism Office with the analyses required by the rules adopted by the respective agencies.
11. Track all deadlines including Tex. Tax Code § 313.025(b) and, if required prepare and transmit extension of time documentation to the required stakeholders in order that not later than 150 days after the Application Review Start Date, an Agreement is presented to the Board for final approval or action upon a request from the Applicant for an extension of the Application Review Period has been timely executed and forwarded to the

Comptroller.

12. Secure the required Certification from the Texas Comptroller's Office as a prerequisite for application approval by the Board.
13. Prepare appropriate documentation and materials, including agenda postings, to ensure a proper Public Hearing on the Application is held at which the Superintendent, the District's consultants, the Applicant, and members of the public shall have a reasonable opportunity to present their views on the proposed Application.
14. Ensure that required conflict of interest filings are prepared and reviewed at critical stages of the application approval process by all stakeholders.
15. In conjunction with the Client's school finance consultants, prepare and have presented for Board review and adoption such findings of fact regarding the Application as are required by law.
16. Review the financial impact of any proposed agreement with the Client's Board and executive staff and with the District's school finance consultants to ensure that the full financial consequences of the agreement are understood by and acceptable to Client.
17. In accordance with Client instructions, negotiate final terms of a proposed tax limitation agreement, to include the maximum possible financial protections for the Client, and in accordance with Client directives, negotiate terms for supplemental payments as are allowed under law and consistent with Client directives, and present any recommendations concerning the negotiations to the Client.
18. Ensure that the District and the Comptroller are provided draft copies of the Agreement at least twenty (20) days prior to the meeting at which the Board is scheduled to consider final approval of an Agreement, and secure Comptroller approval of such draft prior to final Board action.
19. Ensure that after final Board approval of any Chapter 313 agreement, fully executed copies of such agreement are distributed to all appropriate parties and stakeholders.

III. Fees for Services under Section II: Our firm policy is to charge its school district clients a flat fee of \$37,500 for all services provided to the District under Section II, above. For services under Section II, Client will be billed for services upon issuance of a complete application letter by the Comptroller, or in the event of withdrawal of the Chapter 313 application from Client consideration if Applicant no longer wishes to proceed with its Application.

IV. Post Agreement Legal Services: After the approval and execution of a Tax Limitation Agreement as contemplated by Section II, above, our firm will on an annual basis, provide Client with all legal representation necessary to:

1. Advise Client with respect to its obligations and entitlements under the Agreement.
2. Assist the appointed Third-Party under the Agreement with the performance of their duties.
3. Monitor new legal developments and ensure full Client compliance requirements imposed, from time-to-time by the Texas Comptroller's Office, the Texas Education Agency, or any State regulatory or Legislative agency, including audits by the State Auditor.
4. Represent the District with respect to all Public Information Act requests concerning the Chapter 313 Agreement or its compliance requirements.
5. Assemble draft and file all required reports to regulatory agencies.
6. Draft and present to the Board for possible adoption, including the drafting of required agenda items and supporting materials, all required post-agreement resolutions of Findings necessary to ensure ongoing compliance.
7. Advise Client and represent the District in all appeals or disputes with the Applicant.
8. Represent the District in all mediations or litigation arising out of the Agreement or its enforcement.

V. Fees for Services under Section IV: Billing for services performed from year-to year under Section IV, above will be limited the total fee which can be recovered to from the Applicant under the agreement, after the payment of the Third-Party's fees which will also be recoverable from the Applicant. In addition to the foregoing our firm will be entitled to retain any attorney's fees by a court of competent jurisdiction over matters involving the agreement. Client will not be responsible to the firm for payments of fees and/or expenses in excess of the amount set forth herein. By way of clarification, our annual fees will not cause the District to budget or expend any monies in excess of that recoverable from the Chapter 313 Applicant. For services billed under Section IV, in accordance with provisions contained in the Chapter 313 Agreement, Applicant will be directly billed for such services. All invoices will show, on their face the source of payments, ensuring that Client does not incur a net expense for the provision of services under Section IV.

VI. Termination of Services

This agreement shall continue from-year-to year, along as the Agreement executed under Section 2 remains in effect. **Client's Obligations to our firm under Sections III and V may be terminated at any time in the sole discretion of the Client.** In the event of termination by Client, our firm shall be compensated for the work performed for Client prior to the date of termination. Our firm may cancel terminate this agreement only upon ninety (90) days prior notice to client

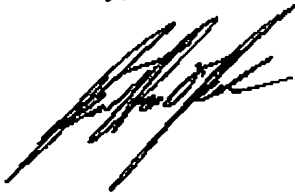
VII. Conflict Issues: We have reviewed the goals that the Client wishes to achieve through this engagement and have examined our relationship with the proposed applicant. We have not detected any conflict between our firm and your interests in this engagement.

VIII. Submission of Additional Documentation: Contemporaneously with the submission of this Engagement Letter we are submitting the following additional documentation

- a. A completer Vendor Conflict of Interest Disclosure Form (Texas Ethics Commission Form CIQ)
- b. Completed Internal Revenue Service Form W-9

On a personal note, I am very pleased that are considering our firm to assist in this important project. We look forward to serving you, and we shall use our best efforts on your behalf. We firmly believe that the experience that our legal team brings to the engagement will enable the Client to both control its legal risk, while providing the highest possible benefit for the Client and its constituents.

Sincerely,



Kevin O'Hanlon
O'HANLON, DEMERATH & CASTILLO

AGREED TO:

By: _____
Superintendent



**O'HANLON
DEMERATH & CASTILLO**

Attachment A

Compliance with House Bill 89 and Senate Bill 252

Due to the passage of House Bill 89 and Senate Bill 252 during the 85th Texas Legislative Session, effective September 1, 2017, any entity contacting with a school district must adhere to following:

Compliance with House Bill 89: A governmental entity may not enter into a contract with a company for good or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract.

Compliance with Senate Bill 252: A governmental entity may not enter into a contract with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

In signing this attachment, I attest that O'Hanlon, Demerath & Castillo is in compliance with HB 89 and SB 252.

Kevin O'Hanlon
Partner
O'Hanlon Demerath & Castillo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

O'Hanlon, Demerath & Castillo

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Beaumont ISD Board of Trustees and Superintendent

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

NONE

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NONE

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

5/17/2022

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

O'Hanlon, Demerath & Castillo, P.C.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

808 West Ave

6 City, state, and ZIP code

Austin, Texas 78701

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 6 - 2 6 9 1 9 1 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Date ►

1/28/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

O'Hanlon, Demerath & Castillo
Austin, TX United States

Certificate Number:
2022-886904

Date Filed:
05/17/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Beaumont Independent School District

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TBD by Comp. App. No.

Legal Representation Agreement for District Representation for Purposes of Tax Code Chapter 313 matters concerning Application of Project Strawberry

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Castillo, Ben	Pharr, TX United States	X	
	O'Hanlon, Kevin	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Kevin O'Hanlon, and my date of birth is 5/18/1952.

My address is 808 West Avenue, Austin, Texas, 78701, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 17th day of May, 20 22.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



Board Exhibit Cover Sheet

Meeting Date: June 16, 2022

Agenda Item/Exhibit Number: **IV.E.12.**

Agenda Item Title: Approve Resolution Approving the Individual Authorized to Calculate No-New-Revenue Tax Rate, the Voter Approval Tax Rate and Other Truth-in-Taxation Requirements

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: In accordance with CCG Legal and Section 26.04 of the Texas Property Tax Code, the Board of Trustees must designate the individual authorized to calculate the no-new-revenue tax rate, the voter-approval tax rate and other truth-in-taxation requirements.

Recommendation: Approve a resolution designating the District's Tax Assessor as the individual authorized to calculate the no-new-revenue tax rate, the voter-approval tax rate and other truth-in-taxation requirements.

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):

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

6/16/2022
Date

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

Date

General Counsel's Signature

Date

**STATE OF TEXAS
COUNTY OF JEFFERSON**

RESOLUTION

IT IS HEREBY RESOLVED, ordered, and directed by the Board of Trustees of the Beaumont Independent School District the approval of the District's Tax Assessor as the individual authorized to calculate the no-new-revenue tax rate, the voter-approval tax rate and other truth-in-taxation requirements for the District pursuant to Section 26.04 of the Texas Property Tax Code, as amended.

BE IT RESOLVED that the provisions of this Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the Board of Trustees.

PASSED, APPROVED AND ADOPTED this 16th day of June 2022.

Robert C. Dunn, Sr.
President

Attest:

Woodrow Reece, II
Vice President



Board Exhibit Cover Sheet

Meeting Date: June 16, 2022

Agenda Item/Exhibit Number: **IV.E.13.**

Agenda Item Title: Approval of MOU – Beaumont ISD & Lamar Institute of Technology (LIT)

Cabinet Level Presenter(s): Jenny Angelo

Additional Presenter(s): Lydia Sylvester

Executive Summary: The Beaumont ISD and Technology Center Next Generation Partnership with Lamar Institute of Technology allows eligible high school students to enroll in college courses and simultaneously earn high school and college credit. Students are responsible for their tuition at a discounted rate of \$50.00/semester credit hour.

Recommendation: Approve Dual Enrollment Agreement with LIT

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): N/A

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

_____ Cabinet Level Presenter's Signature	<u>6/9/2022</u> _____ Date
_____ *CFO Signature (required if there is a budget impact)	_____ Date
_____ General Counsel's Signature	_____ Date



**Lamar Institute of Technology
and
Beaumont Independent School District
Dual Enrollment Agreement 2022-2027**

This Agreement is made by and between **Lamar Institute of Technology (LIT)** and **Beaumont Independent School District (ISD)**. The purpose of this Agreement is to allow eligible high school students from ISD to enroll in college courses from LIT, an Institution of Higher Education (IHE), and receive credit from ISD and LIT for courses successfully completed. The following terms and conditions shall govern the eligibility and enrollment of the students and the administration of the high school and college courses offered via dual enrollment effective August 1, 2022.

I. General Information.

The content of this dual enrollment agreement is based upon 19 Tex. Admin. Code § 4.84 and statewide goals established under Texas Education Code §28.009 and the collaborative efforts of Texas Education Agency and the Texas Higher Education Coordinating Board.

GOAL 1: ISDs and IHEs will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual enrollment, including enrollment and fee policies.

GOAL 2: Dual enrollment programs will assist high school students in the successful transition to and acceleration through postsecondary education.

GOAL 3: All dual enrollment students will receive academic and college readiness advising with access to student support services to bridge them successfully into college completion.

GOAL 4: The quality and rigor of dual enrollment courses will be sufficient to ensure student success in subsequent courses.

Collaboration and Outreach Efforts to Inform Students and Parents

LIT—Information regarding current benefits, enrollment, and fee policies associated with dual enrollment are accessible to all students and parents via one or more of the following formats: LIT website (<https://lit.edu>); LIT dual enrollment brochures; LIT updates and emails disseminated to school administrators, counselors, and teachers; and LIT conducted workshops and presentations. LIT offers workshops to high school counselors that provide detailed information related to the development and implementation of dual enrollment programs with LIT.

School District, Charter School or Home School—Current information pertaining to the benefits, costs, and enrollment procedures for dual enrollment will be posted on the ISD's website. The ISD will also be responsible for marketing dual enrollment opportunities by disseminating information and updates provided by LIT to prospective students and parents. The ISD agrees to allow and support counselor and other school personnel participation in workshops and informational sessions conducted by LIT.

II. Eligible Courses.

- A. LIT Dual Enrollment Staff and/or Administrators will collaborate with ISD administration and/or counselor(s) to identify courses that may be offered.
 - 1. Exceptions include:
 - a. Competitive entry allied health programs.
 - b. Courses that have additional requirements (e.g., Emergency Medical Services Program (EMSP) classes that require students be 18 years of age or older to participate).
- B. Eligible courses may be taken in any format (face to face, online, or hybrid) that the college offers them unless otherwise specified in this Agreement.
- C. Establish Course(s).
 - 1. The ISD high school(s) must request, in writing, to offer a dual enrollment course on the high school campus(es). The request must include the course title, course rubric, HS faculty member (See Section VIII for faculty criteria), course location, and course meeting times. Requests must include dual enrollment courses for the academic year (fall semester and spring semester). Requests must be submitted to the Dual Credit Director.
 - 2. For courses that begin in the fall semester, LIT must be notified no later than the first working day in June.
 - 3. If the request is approved, the course will be added to the LIT schedule. Until this process has occurred, students will not be able to register for the course(s).
 - 4. The Dual Credit Director will forward the list of courses being taught to LIT's Vice President/Provost and Department Chairs after receiving the lists from the ISD. The Dual Credit Director will send LIT syllabi for each course to the Principal of each high school. Before the first-class meeting, the ISD will send the teachers' individual syllabus for each course to the Dual Credit Director.
- D. Academic credit or technical courses may be provided at an ISD high school or at LIT.
- E. Credit and noncredit courses offered on either the high school or LIT campus will be eligible for dual enrollment status.

III. Student Eligibility.

- 1. A student enrolling in dual enrollment college credit course(s) must qualify according to the following criteria:
 - GPA.
 - a. Unweighted cumulative GPA of 3.00 for academic course(s).

- b. Unweighted cumulative GPA of 2.00 for technical course(s).
2. Academic and Technical Course(s): Students applying for Dual Enrollment course(s) with the intent of pursuing an Associate's degree **must** achieve a satisfactory score on the TSI™ test prior to their Application Date, as detailed in Sections 4 and 5 below.
3. Technical Course(s): Students applying for Dual Enrollment course(s) with the intent of pursuing a Level 1 Certificate are not required to be TSI complete. However, students will be required to meet TSI requirements for applicable degree changes or courses that require satisfactory score on the TSI.
4. TSI Score requirements, in the tables below, are subject to change. TSI score requirements will be based upon the current Texas Higher Education Coordination Board (THECB) guidelines.

Academic Courses	
STAAR	Score of Level 2 on Algebra I EOC, Score 4000 Score of Level 2 on English II EOC, Score 4000
TSI (before January 2021)	Mathematics score of ≥ 350 Reading score of ≥ 351 and Writing score of ≥ 340 with 4 on essay

5. As of January 2021, minimum scores for the MATH 1332, MATH 1314, and ENGL 1301 are as follows (subject to change by the THECB):

Required TSI Assessment Score	Minimum Score
Mathematics	950 OR 910-949 + diagnostic score of 6
ELAR	945-990 + Essay of at least 5 OR 910-944, diagnostic score of 5 or 6, and Essay of 5-8

- B. High school students who need college-level courses in order to continue to study in a discipline will be eligible to take dual enrollment courses offered on either the high school campus or the college campus.
- C. Students must meet the stated pre-requisite(s) and/or co-requisite(s) of each course and be at least in the 9th grade.
- D. It is strongly recommended that the background and maturity level of the student be considered prior to registration in any college credit course.

IV. Admissions and Registration.

- A. Counseling Sessions. LIT will provide the high school Principal and counselors with necessary information containing the dual enrollment course(s) for scheduling and registration of students.
- B. LIT will provide a student application checklist that will identify the steps in completing the application process. The ISD or participating High School shall inform the student and the parent/guardian that they should review the checklist and verify the respective application steps have been completed.
- C. The student shall be informed that he or she is responsible for completing TSI testing as early as possible prior to the beginning of the semester. If the participating High School does not conduct its own TSI Testing, ISD personnel should coordinate required testing with the LIT Testing Center.
(409)839-2027 or testingcenter@lit.edu
- D. Education Code §51.9192 requires that all new students under age 22 who attend on-campus classes at an institution of higher learning either receive a vaccination against bacterial meningitis or meet certain criteria for declining such a vaccination before the first day of the semester. The law states that students who do not qualify for an exemption must be immunized no later than 10 days prior to the first-class day. All students under the age of 22 attending classes at LIT must comply with this requirement.
- E. ISD High school counselors will:
 - 1. Provide advising and disseminate dual enrollment program information to students and parents.
 - 2. Provide course descriptions and course syllabi to students and parents for review during the approval process for students.
 - 3. Facilitate Dual Enrollment Applications
 - a. Provide instruction and guidance in completing and submitting the “Apply Texas” application.
 - b. Generate and submit an official high school transcript using Texas Records Exchange (TREx) or by mail to Lamar Institute of Technology, Office of Student Success
P.O. Box 10043 Beaumont, TX 77710.
 - c. Identify students that may require additional documents (e.g., immigrants).
 - 4. Submit 504 Plans or Special Education Individualized Education Plans (IEPs) to the LIT Special Populations Coordinator.
 - 5. Residency. Proof of residency is not required for high school students registering for dual enrollment classes at LIT.

F. Timeline

Students applying for admission to LIT should complete the application, and submit the required documentation well in advance of the Semester and Year for which they are applying. The following should serve as a timeline guide for the respective semesters:

FALL Semester – July 1st, SPRING Semester – November 1st, SUMMER – April 1st

V. Course Curriculum, Instruction, and Grading.

A. Curriculum.

1. Dual enrollment courses are college classes and have the academic rigor expected in all college coursework.
2. College courses will be taught according to the approved college syllabus.
3. LIT will provide in-service through the Teaching and Learning Center for ISD faculty teaching courses for dual credit to ensure academic rigor is maintained in the dual credit courses.

B. Curriculum Alignment.

1. High school Principals and college personnel will coordinate course offerings with the high school curriculum in accordance with locally established procedures.
2. The ISD faculty and LIT faculty must meet each semester to review the curriculum, methodology, schedules, and student evaluation.
3. LIT and the ISD will monitor the quality of instruction in all courses for dual credit to assure compliance with standards established by the State, Southern Association of Colleges and Schools, and LIT and the ISD.

C. Instruction.

1. Schedule.
 - a. Dual enrollment courses taught by LIT faculty and ISD faculty will be taught in accordance with the LIT schedule and calendar or as agreed upon by ISD and the LIT Vice President/Provost.
 - b. All courses taught for dual credit must meet the instructional minutes required by the THECB.
2. The student and/or parent(s) shall be responsible for the student's transportation to, and accept all liability for all courses taken on, the LIT campus.
3. College instructors must comply with all ISD policies and applicable rules governing attendance, classroom management and record-keeping while conducting courses on the high school campus. Participating High Schools shall provide written copies of said policies to LIT before the semester begins.

D. Grading.

1. Standard college exams will be used where applicable.

2. Grading will be consistent with the grading policy in the LIT course syllabus. Audit grades are not allowed.
3. Student grades will be reported to the ISD at the end of the semester to the person or office designated by the ISD to receive this information in accordance with the ISD's Grading Calendar. The ISD Grading Calendar must be provided to Dual Credit Department no later than the first week of the classes.
4. Final grades for students shall be submitted electronically by the faculty member teaching the course according to the LIT Grade Reporting Process and the LIT Academic Calendar, and the ISD Grading Calendar. Grades will be reported to the ISD as requested for students registered for dual enrollment classes on the LIT campus.
5. For the purpose of College, Career, & Military Readiness, A-F Accountability tracking, LIT will provide a Grade Report to College, Career, & Military Readiness Coordinators at the end of each semester, which shall include student name, LIT course name, LIT grade earned, and if the student dropped with or without academic penalty.
6. Report high school grades to students utilizing the district-developed grade-reporting calendar. ISD will not adopt LIT's grading policy. Students that do not earn a 70 or higher will not receive course credit at or from ISD.
7. Notify students and parents of LIT's and ISD's requirement to make Satisfactory Academic Progress (a GPA of 2.0 or higher) and inform students and parents regarding the effects of not doing so on future academic success and the student's ability to receive financial aid.
8. Permit students who earn less than a 70 in the course to retake the course at their own expense and for the dual credit rate of \$50 per credit hour. Course retake grades will replace the value of the first grade when calculated into the student's GPA under current LIT policy.

VI. Transcription of Credit.

- A. Approved dual enrollment courses will be used to fulfill high school credit graduation requirements or elective credit.
- B. All college credit courses offered will meet the guidelines for transferability of credit under the Texas Education Agency Dual Enrollment policy.

VII. Dual Enrollment Program Policies.

- A. College instructors teaching on the high school campus during regular school hours will be required to attend organizational meetings, when requested by ISD. ISD will consider the college instructor's class schedule when scheduling said meetings.
- B. It will be the responsibility of the high school Principal to ensure that high school instructors teaching dual enrollment courses abide by the conditions of this Agreement.
- C. Dual enrollment instruction will be provided for dual enrollment students only. ISD students and dual enrollment students may not receive instruction in the same classroom at the same time.

VIII. Faculty Selection, Supervision, and Evaluation.

A. Selection.

1. Instructors for college courses offered at the high school during regular school hours are to be agreed upon mutually by the high school Principal and LIT in accordance with locally established procedures.
2. Dual enrollment faculty members **must** meet the criteria specified by LIT and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).
 - a. Technical Courses: Faculty teaching technical courses at the undergraduate level must have a degree, industry certifications, or work experience that is relevant to their subject matter. Typically, the requirements for teaching in secondary CTE programs are similar to the post-secondary technical course requirements.
 - b. General Education Courses: Faculty teaching academic courses at the undergraduate level must have a master's degree in the teaching discipline or a master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline).
3. Procedure to approve high school dual enrollment faculty:
 - a. The Principal must recommend personnel to teach dual enrollment classes. The Principal must submit the recommendation in writing along with copies of credentials that support the recommendation. Documents must include official transcripts. Other documents may include copies of licenses, work verification, etc.
 - b. The Principal and the LIT Vice President/Provost will mutually agree upon the faculty members assigned to teach dual enrollment classes on the high school campus. If no agreement can be reached about any faculty member assigned, the course will not be taught as a dual enrollment course.
 - c. All documents must be submitted at least thirty (30) days before the faculty member teaches a dual enrollment course(s).

B. Faculty Background Screening.

1. College faculty who teach dual enrollment courses on the high school campus will be required to undergo background screening conducted by the ISD. LIT will be responsible for ensuring that all such employees have been screened by the ISD prior to their teaching assignment.

2. Although the ISD cannot make decisions related to the employment of LIT faculty, they can use the results of the background screening to prohibit such personnel from teaching on the high school campus. ISD may remove LIT faculty from a high school campus in the ISD's sole discretion provided ISD does not exercise this right in or for a discriminatory manner or purpose. ISD shall immediately contact LIT regarding the removal and the reasons therefor and ISD agrees to provide LIT a written summary regarding the same.
3. LIT will be responsible for the costs associated with the background screening for LIT employees.
4. The ISD will be responsible for the costs associated with the background screening for ISD employees.

C. Faculty Evaluation.

1. Evaluation of instructors on high school campuses shall be conducted by LIT as follows:
 - a. The Principal will inform each instructor that he/she will be involved in an evaluation program conducted by LIT and that this program will not be used to determine the employment status of the instructor. The information should be provided to the instructor prior to being assigned a dual enrollment class.
 - b. LIT will identify the college administrator who will be conducting the evaluation program at each high school and provide the name of such person prior to the beginning of each school year to the Principal.
 - c. The LIT evaluator will review the evaluation program with the instructor. The review shall include a full explanation of each evaluation instrument and assurance that none of the forms will be placed in the instructor's personnel file at the ISD office. Each instructor will be provided with a copy of each evaluation instrument. The Principal, LIT evaluator and instructors will decide collaboratively how and when the evaluation will be implemented. The decision should include the following:
 - i. Date the Faculty Evaluation form will be given to students and procedures for collection.
 - ii. Month of school year that classroom observations will be conducted and should include who will conduct the observation, number of observations, and procedures of scheduling pre and post-observation conferences.
 - iii. The manner in which the Faculty Evaluation form will be completed and how it will be shared with the instructor. The instructor will receive a personal copy of the evaluation. Only upon the instructor's request and/or approval will a copy be shared with school or ISD personnel. This summative conference should occur no later than 10 days after the last observation.
 - iv. The LIT evaluator, upon the request of the Principal, will coordinate with the Principal for the purpose of discussing the program and decide upon a

time when the Principal and evaluator will schedule an orientation meeting. The orientation meeting should be scheduled during the first month of the new school year.

IX. Academic Policies and Student Support Services.

A. Students with Disabilities

1. The ISD is responsible for providing and funding reasonable accommodations for dual-enrolled student(s) in accordance with a student's Section 504 or Special Education IEP during regular high school hours on the high school campus(s). Students with disabilities who are accepted into a dual enrollment course will receive accommodations listed in the student's 504 or IEP Plan.
2. Additional testing to receive these accommodations will not be required for students taking courses on either the high school or LIT campus.
3. The ISD and LIT will share equally in the cost of reasonable accommodations that are mutually agreed upon for dual-enrolled student(s) who are registered for LIT dual enrollment course(s) on the LIT campus or at another location (i.e., high school campus outside of the normal high school hours).
4. Nothing herein shall make LIT a party to the 504 Plan or IEP nor shall LIT be given or required to have a 504 Plan or IEP with a dual enrollment student. LIT's Office of Special Populations shall work with ISD to discuss needed accommodations.

B. Confidentiality.

1. If a student is enrolled concurrently in LIT and ISD in a dual credit program, the parties may disclose an education record regarding the student in accordance with United States Code 34 CFR 99.34. ISD is aware that once a student is registering in a college course at LIT, the student's education records are subject to the post-secondary rules of the Family Educational Rights and Privacy Act (FERPA) and LIT will not release the student's education records to the student's parents or legal guardians without the student's signed *Authorization to Release Student Records* allowing such disclosure. In the event the student is a dependent of the parents or legal guardians for tax purposes under IRS rules, LIT may disclose personally identifiable information from the student's education records to the student's parents or legal guardians. LIT acknowledges that ISD may release FERPA protected information to the parent or legal guardian if requested. Notwithstanding any obligation imposed on either party under this Agreement, no party shall be obligated to perform or not perform any act if the performance or non-performance of such act would result in a violation of any law, including but not limited to, FERPA.
2. Each party acknowledges that each party will send and receive information on students which is considered confidential under federal and Texas laws.

C. Attendance.

1. In the event that the college instructor is unable to attend a scheduled class, the college will provide a qualified substitute instructor. The high school will provide a substitute instructor in the event that the high school instructor is unable to attend a scheduled class.
2. Lamar Institute of Technology agrees to:
 - a. Coordinate and confirm with ISD personnel LIT dual enrollment registrations at least one week prior to the first day of class.
 - b. Coordinate and confirm, with high school dual enrollment contact, when a student drops or withdraws from a course.
 - c. Notify high school counselors when a student has unexplained absences or is in jeopardy of failure.
3. The ISD will supervise a change in student enrollment status.
 - a. The ISD will notify the LIT Dual Credit Director about a student's intent to drop or withdraw from course(s). A LIT Drop or Withdrawal form must be completed, signed by the student, and submitted to LIT by the drop/withdrawal date for the respective semester, as indicated on the LIT academic calendar.
 - b. The ISD will ensure that the student completes the appropriate LIT Drop/Withdrawal form to change the student's enrollment status.

D. Suspension Policy.

1. When a student is suspended from an ISD school, for any reason, the student will not be permitted to attend dual enrollment classes on LIT's campus for the dates indicated in the suspension.
2. The school Principal will notify the Dual Credit Director of the suspension. The suspended student will be subject to any academic penalties noted in the syllabi of the LIT courses in which he/she is registered (e.g., limits on the number of missed classes permitted, lowered grade for homework turned in late, etc.).

X. Funding.

A. Tuition. *Please Check and Initial statement #1*

1. The student's Parent/Guardian will pay Tuition and fees in accordance with *Table 1: Tuition and Fees*. Tuition and Fees are due before the end of the semester in which students are enrolled.
2. The student's Parent/Guardian will be billed for tuition and fees at the dual enrollment rates according to the Texas State University System Board of Regent's Policies.
3. Tuition rate is \$50.00 per Semester Credit Hour if the course is taught by an LIT instructor.
4. Tuition rate is \$50.00 per Semester Credit Hour if the course is taught by an ISD instructor.

5. LIT reserves the right to cancel course sections in which enrollment is fewer than 10 students. Minimum enrollment of 10 may be comprised of students from multiple districts.
6. For programs requiring professional liability insurance, the required professional liability insurance will be paid by the ISD. LIT will bill the ISD for these fees. Programs include Dental Hygiene, Diagnostic Medical Sonography, Paramedic, EMT, Medical Records Technician, Pharmacy Technician, Radiation Therapy and Respiratory Therapy.
7. Students are responsible for any miscellaneous fees (Rec Center equipment use fees, Student Health Center services fees, parking violation tickets, etc.) they incur while enrolled in dual enrollment courses at LIT.
8. Tuition and Fees are subject to change without notice by action of *The Texas State University System*. Should fees change, LIT will notify ISD in writing and the Agreement may be modified upon written mutual agreement or ISD may terminate this Agreement effective upon written notice.

Table 1: Tuition and Fees

Cost for classes offered on the high school campuses will be determined based upon courses offered, faculty provided (full-time or part-time), instructional materials and consumable supplies, and other related items for a course.

	Campus Location	Faculty	Description	Tuition per SCH¹	Technology Fee	Distance Education Fee (if applicable)	Minimum Number of Credit and Noncredit Students Required
A	LIT	LIT ²	Student on LIT campus with LIT instructor.	\$50	Waived	Waived	10
B	ISD	LIT ³	Student at high school site with LIT instructor.	\$50	Waived	Waived	10
C	ISD	ISD	Student at high school site with ISD instructor.	\$50	\$0	\$0	10

¹Cost per semester credit hour per student.

² Faculty member paid by LIT.

XI. Textbooks and Instructional Supplies.

A. Responsibility of ISD:

1. Supply students with textbooks currently adopted by LIT and basic instructional supplies.
2. Purchase, store, and maintain textbooks used in the dual enrollment course(s).

B. Responsibility of LIT:

1. Provide the Principal with a current list of adopted textbooks for the relevant dual-enrollment courses by the first working day in May.
2. Review request for exceptions to textbook selection and approve textbooks that adequately meet the curriculum objectives for the college dual enrollment courses.

C. Student(s) may be required to provide, at his or her own expense, additional materials such as safety glasses, uniforms, safety shoes, kits, etc. ISD shall notify students of the need for such additional materials and shall inform the student that the student is responsible for the purchase or cost of said materials.

XII. Termination and renewal of this Agreement:

- A. This Agreement will commence on 8/10/2022 and will expire on 8/10/2023.
- B. Prior to its expiration, this Agreement may be renewed for additional one-year periods, not to exceed five (5) years, upon the mutual written consent of both parties.
- C. This Agreement may be terminated by either party by providing written notice to the other party of its intent to terminate this Agreement. In the event of termination, any students currently enrolled in dual-credit programs will be permitted to complete the course(s) pursuant to the terms and conditions of this Agreement.
- D. The notice of termination must be provided no later than 90 days prior to the desired date of termination.

XIII. Amendments.

This Agreement may be amended in a writing signed by both parties.

XIV. Relationship of the Parties

- A. It is the intention of the parties that the parties be an independent contractor and not an employee, agent, joint venturer, or partners of the other party. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the parties or any employee, volunteer, or agent of the parties. To the extent permitted under the laws and Constitution of the State of Texas, LIT assumes full responsibility for the actions of its staff, employees, agents, representatives, personnel, contractors, and subcontractors while performing services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations.
- B.

XV. No Third-Party Beneficiaries

Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

XVI. No Waiver of Immunity

The execution of this Agreement and the performance of ISD of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and ISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to ISD, its trustees, officers, employees, or agents under federal or Texas laws. Notwithstanding any provision of this Agreement to the contrary, nothing herein shall be construed as a waiver by either party of any of its constitutional, statutory, or common law rights, privileges, immunities, or defenses. To the extent the terms of this section conflict with any other provision in this Agreement, the terms of this section shall control.

XVII. No Waiver

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term of this Agreement shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

XVIII. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Jefferson County, Texas.

XIX. Entire Agreement

This Agreement, including any attached and incorporated addenda, exhibits, attachments and forms contain the entire agreement of the parties relative to the purpose(s) of this Agreement and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Agreement.

XX. Non-Appropriation of Funds

The term of this Agreement is a commitment of ISD's current revenue only. Notwithstanding the terms of this Agreement, ISD is obligated to make payments only as approved each year by ISD's Board of Trustees. ISD's Board of Trustees retains the right to terminate the Agreement at the expiration of each budget period of ISD.

XXI. Severability

In the event that one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XXII. Notices. Notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of the Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, or email (to the extent an email address is set forth below), when received:

For LIT:

Dr. Angela Hill
Provost /Vice President
Lamar Institute of Technology
855 E Lavaca
Beaumont, Texas 77705
ajhill@lit.edu

For the ISD:

Jenny Angelo
Executive Director of Curriculum Instruction
Beaumont ISD
3395 Harrison Avenue
Beaumont, Texas 77706
jangelo@bmtisd.com

Or other person or address as may be given in writing by either party to the other in accordance with this section.

XXIII. Nondiscrimination. In their execution of this Agreement, the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this Agreement.

Dr. Lonnie L. Howard,
President
Lamar Institute of
Technology

Date

Robert Dunn
President, Board of Trustees
Beaumont Independent School
District

Date

ATTEST:

Stacey Lewis, Jr.
Secretary, Board of Trustees
Beaumont Independent School
District

Date



Board Exhibit Cover Sheet

Meeting Date: June 16, 2022

Agenda Item/Exhibit Number: **IV.E.14.**

Agenda Item Title: Approve Resolution concerning Redistricting of Five Single-Member Trustee Districts and Establishing New Boundary Lines for Trustee Elections Based on the 2020 United States Census Data and Providing for an Effective Date and Compliance with the Open Meetings Act

Cabinet Level Presenter(s): Dr. Shannon Allen

Additional Presenter(s):

Executive Summary: At the May 2022 board meeting, the Board adopted the proposed redistricting map D. The enclosed resolution finalizes and implements the redistricting action.

Recommendation: Approve the Resolution.

Budget Impact* (if applicable): Not Applicable

Funding Source (if applicable): Not Applicable

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

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

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

Cabinet Level Presenter's Signature

Date

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

Date



General Counsel's Signature

6/8/2022

Date

RESOLUTION OF THE BOARD OF TRUSTEES OF THE BEAUMONT INDEPENDENT SCHOOL DISTRICT APPROVING: (1) THE REDISTRICTING OF THE DISTRICT'S FIVE (5) SINGLE-MEMBER TRUSTEE DISTRICTS AND ESTABLISHING NEW TRUSTEE DISTRICT BOUNDARY LINES FOR TRUSTEE ELECTIONS BASED ON THE 2020 UNITED STATES CENSUS DATA; AND (2) PROVIDING FOR AN EFFECTIVE DATE AND COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT.

WHEREAS, the Beaumont Independent School District ("District") is a duly organized and operating independent school district pursuant to the constitution and laws of Texas, and further, the members of the Board of Trustees ("Board") of the District serve as the governing body of the District; and

WHEREAS, the Board has certain responsibilities for redistricting under federal and state law, including but not limited to Amendments 14 and 15 of the United States Constitution, section 2 of the United States Voting Rights Act, 52 U.S.C.A. § 10301, sections 11.052 and 11.053 of the Texas Education Code, and other authority; and

WHEREAS, the 2020 United States census data has been considered and indicates that the five (5) single-member Trustee districts of the Beaumont Independent School District are sufficiently out of population balance to require redistricting in order to comply with the "one person – one vote" principle established by the United States Constitution and other authority; and

WHEREAS, section 11.053 of the Texas Education Code provides that a board of trustees of an independent school district that adopts a redistricting plan under section 11.052 of the Texas Education Code may provide for the Trustees in office when the plan is adopted, or the school district is redistricted, to serve for the remainder of their terms in accordance with the aforesaid authority, and further, it is found and declared that a benefit exists to the operations of the District if the current Trustees of the District continue in office until their respective terms of office shall expire; and

WHEREAS, on February 23, 2022, the Board approved and adopted (1) redistricting criteria to assist the District and the public in developing redistricting plans which comply with applicable federal and state laws, and the adopted redistricting criteria were applied in the development of the District's redistricting plan herein described, and (2) redistricting guidelines regarding the submission of comments and proposed plans by the public to ensure the ability of the District to timely receive and adequately consider them; and

WHEREAS, during the redistricting process, the District provided notice to the public of its proposed development of a redistricting plan through meeting agendas posted in compliance with the Texas Open Meetings Act and notices at the District's business office and on the District's internet website; and

WHEREAS, the Board has considered the redistricting plan herein described at public

Board meetings on February 23, 2022, March 28, 2022, and May 19, 2022, and presented the plans to the community at public meetings on April 19, 2022, April 20, 2022, and April 25, 2022, and conducted a public hearing held on May 19, 2022, and also has considered public comments, and reports and comments from the District's staff and redistricting consultants, regarding the appropriate reconfiguration of the District's five (5) individual Trustee districts to comply with federal and state law; and

WHEREAS, the Board finds that the approval of the Trustee redistricting plan herein identified as **Adopted Plan D**, as described in the attached **Exhibits A and B**, is in the best interest of the people of the District, complies with the aforesaid redistricting criteria, and is believed to comply with all applicable federal and state law requirements;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Trustees of the Beaumont Independent School District, for and on behalf of the District and in the public interest, as follows:

- (1) All statements made in the caption and preliminary recitals of this resolution and all attached documents are incorporated by reference.
- (2) Regarding the redistricting of the five (5) single-member Trustee districts of the Beaumont Independent School District, it is ordered that: (a) the existing individual Trustee district boundary lines are hereby amended and revised, and the new redistricting plan described as **Adopted Plan D** is hereby approved and adopted, as described by the maps attached as **Exhibit A** and the population/demographic data tables attached as **Exhibit B**; (b) the new individual Trustee district boundaries as described in **Exhibits A and B** are hereby approved, adopted, and designated to define the District's five (5) single-member Trustee districts from and after the Effective Date of this resolution; and; (c) this resolution with its **Exhibits A and B** shall be filed and maintained in the business office of the District and official minutes of the Board of Trustees.
- (3) Pursuant to sections 11.052 and 11.053 of the Texas Education Code and other authority, it is further ordered that: (a) the five (5) single-member district Trustees of the Beaumont Independent School District currently in office shall serve for the remainder of their terms; and (b) the Trustee district positions, as provided by the redistricting plan herein approved, shall be filled in the order that the terms of the Trustees then in office expire and thereafter in staggered term order pursuant to the redistricting plan herein approved, until such time as a subsequent and lawfully-enacted redistricting plan shall be approved and adopted by the Board.
- (4) Effective Date: This resolution shall take and be given effect on the date appearing below, and hereafter, all District Trustee elections shall be held

pursuant to and in accordance with the new redistricting plan herein approved, until such time as a subsequent and lawfully enacted redistricting plan shall be approved and adopted by the Board.

- (5) This resolution was approved and adopted at a public meeting held in compliance with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act, and other authorities.

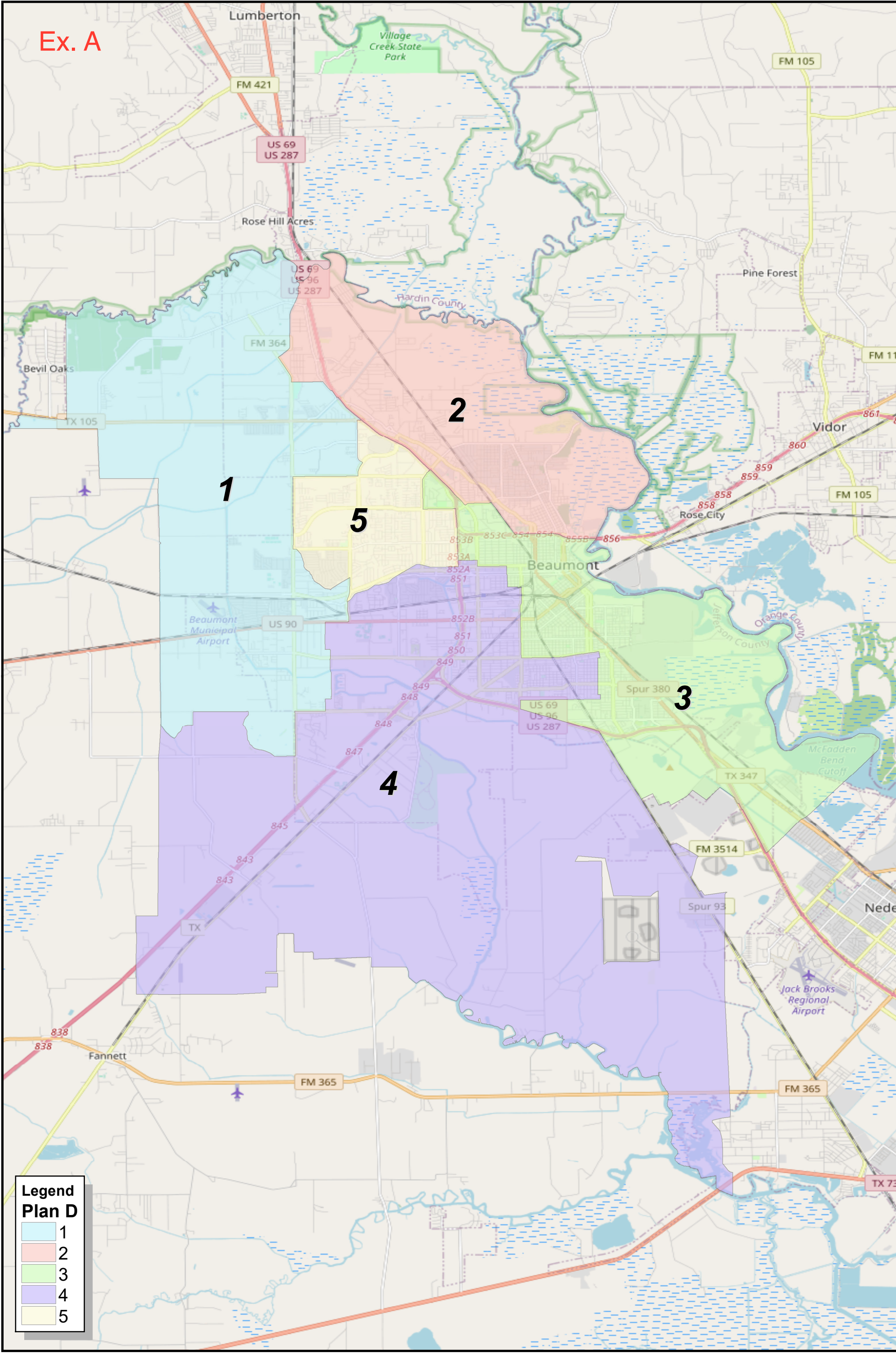
ORDERED, APPROVED, AND ADOPTED on the 16th day of June 2022.

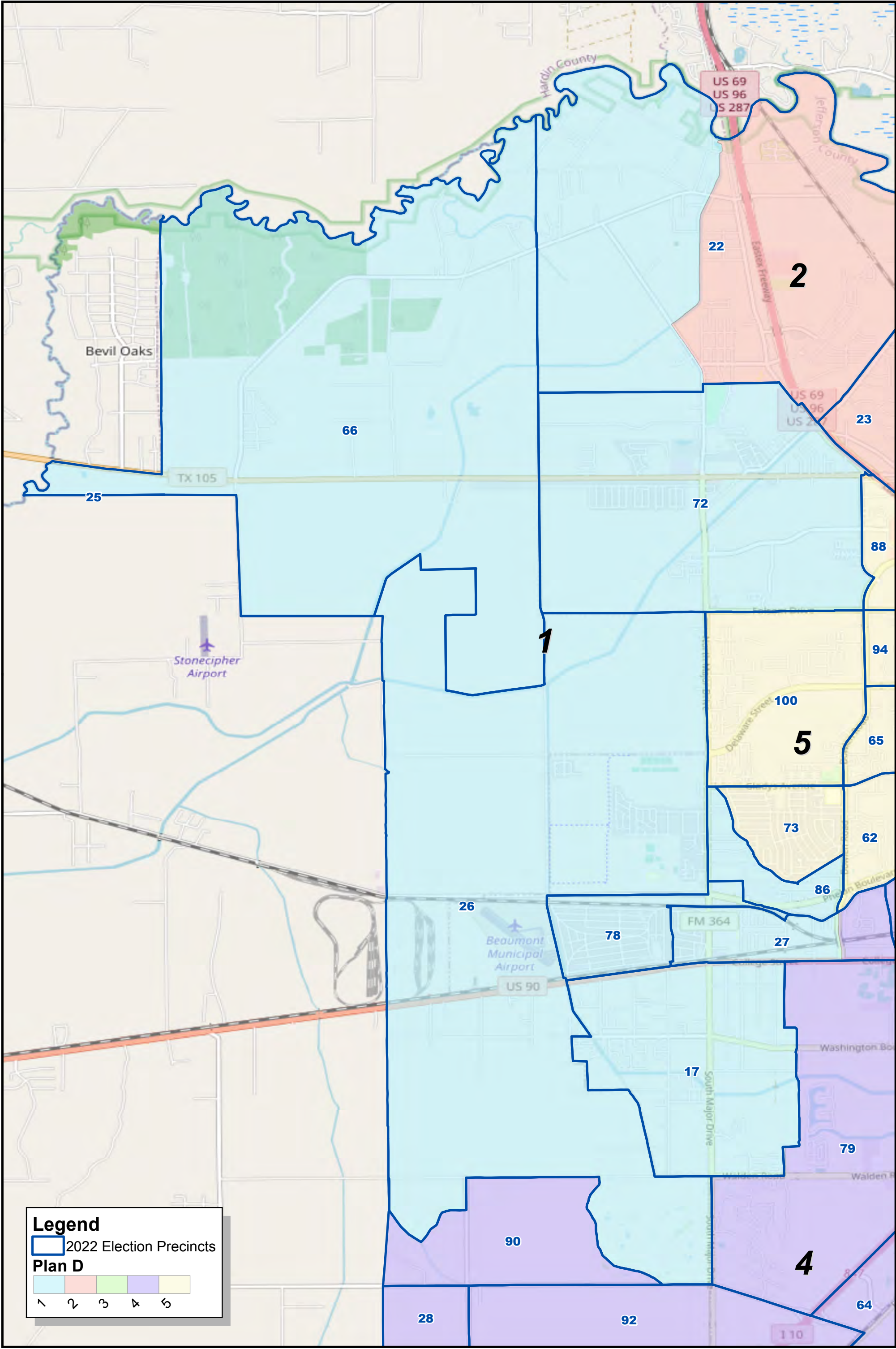
**BOARD OF TRUSTEES
BEAUMONT
INDEPENDENT SCHOOL DISTRICT**

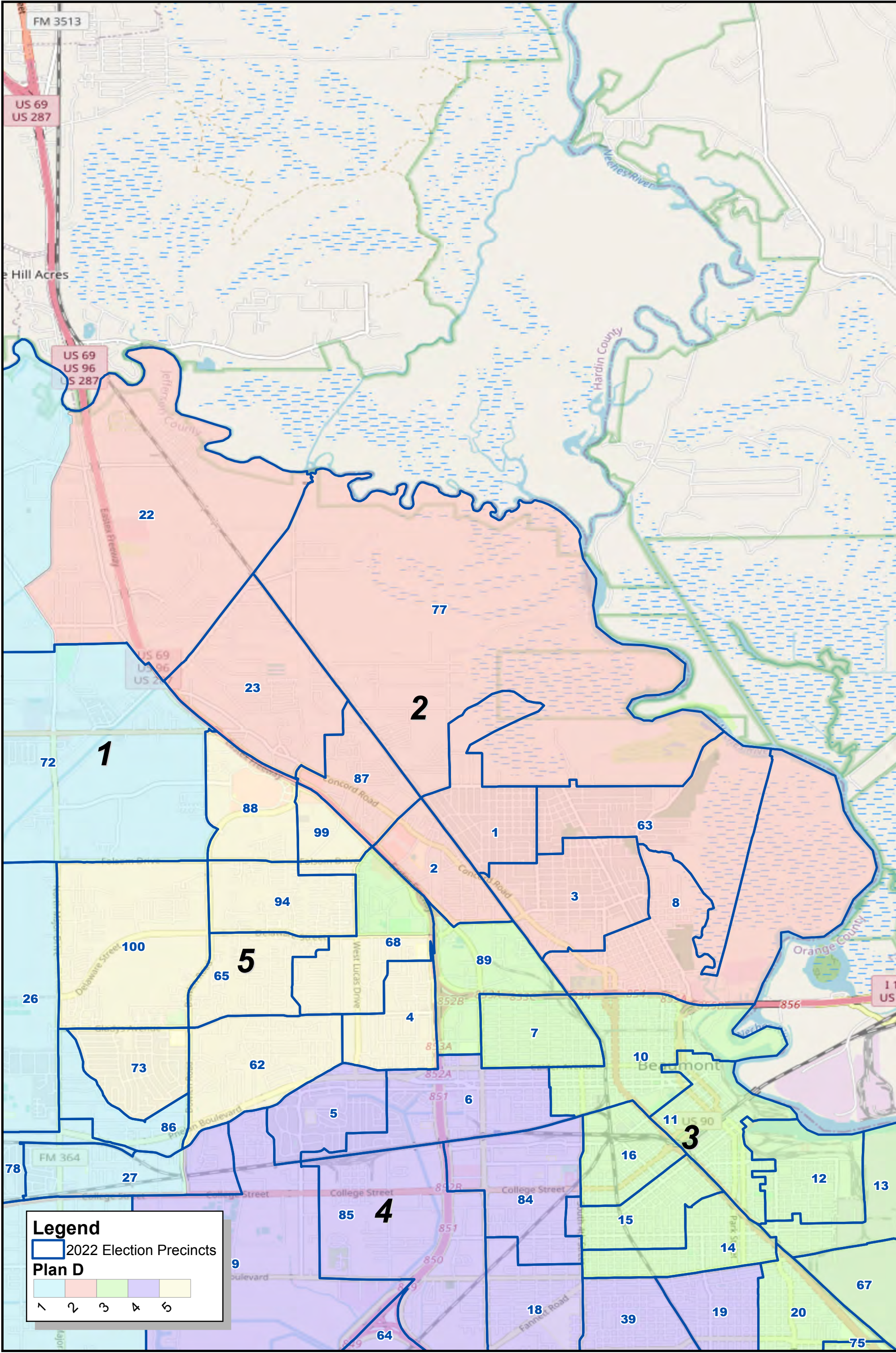
President of the Board of Trustees

ATTEST:

Secretary of the Board of Trustees







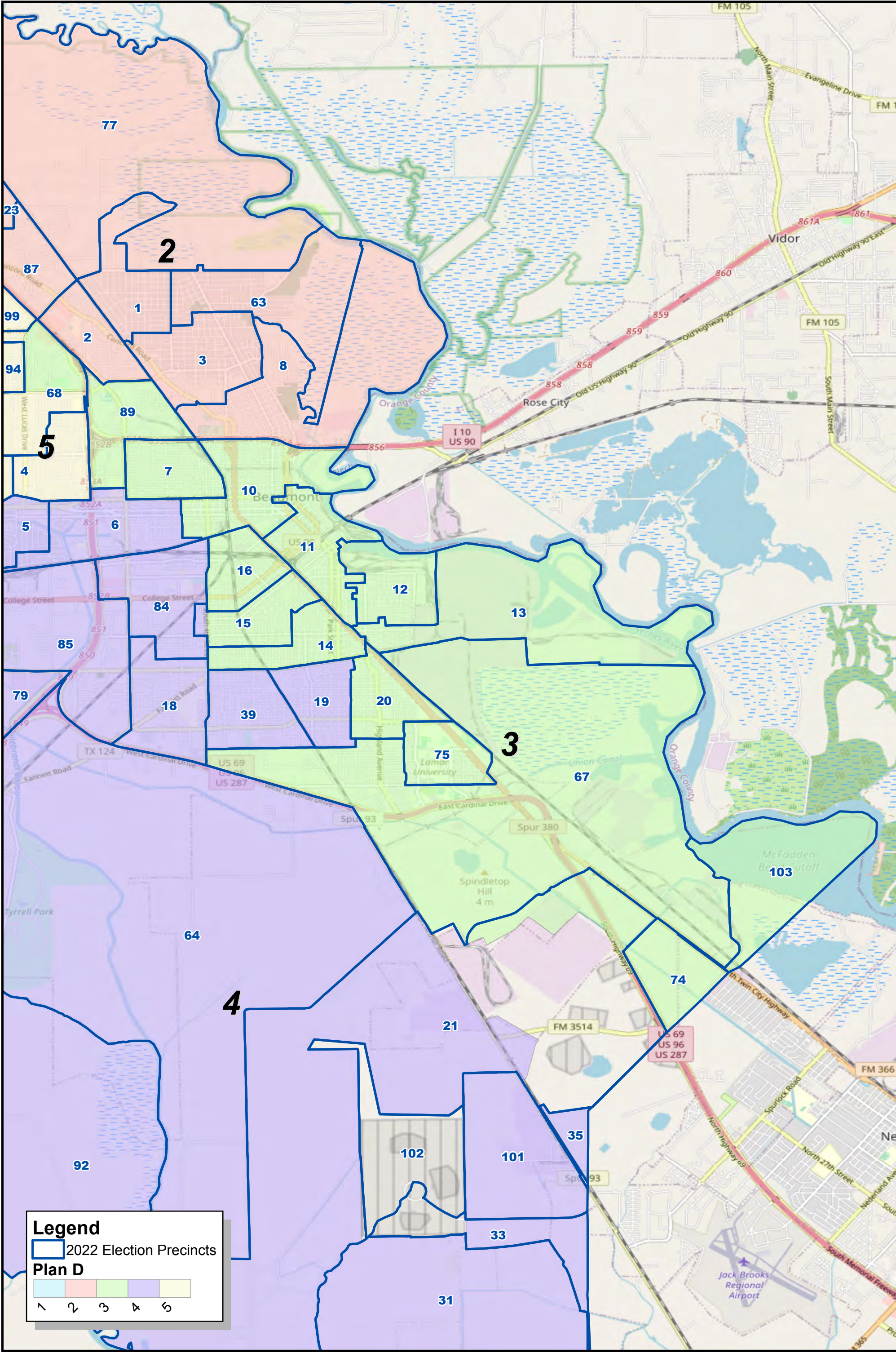
**Beaumont ISD Trustee Districts
Plan D - Adopted May 19, 2022**

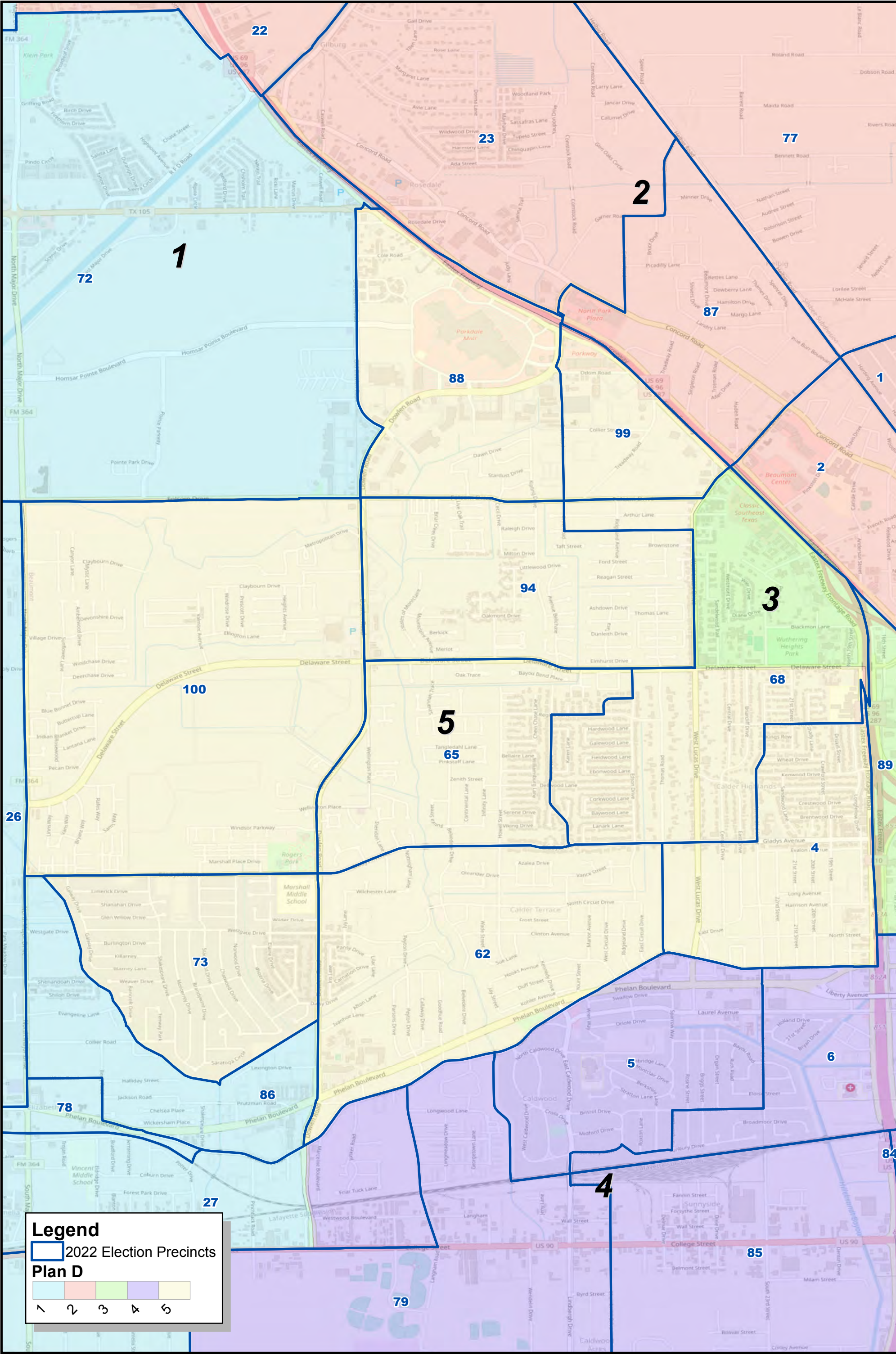
District 2

© 2022 Bickerstaff Heath Delgado Acosta LLP
Data Source: Roads, Water and other
features obtained from the 2020
Tiger/line files, U.S. Census Bureau



Prisons Excluded





Beaumont ISD Trustee Districts Plan D - Adopted May 19, 2022

District 5



Prisons Excluded

Ex. B

Beaumont ISD Trustee Districts Plan D - Adopted May 19, 2022



Demographics Report - Detailed 2020 Census Total Population

Plan Last Edited on: 3/29/2022 10:24:14 AM

District	Persons	Ideal Size	Deviation	Hispanic	Hispanic % of Total Population	ANGLO	Non-Hispanic Anglo % of Total Population	Black	Black % of Total Population	Asian	Asian % of Total Population	AM Indian Native	IND / NAT % TOT Pop.	Haw Pac. Isl.	HAW/ PAC % of Total Pop.	Other	Other % of Total Pop.	Two or More Races	Two or More Races % Tot Pop
1	24,399	23,590	3.43%	3,157	12.94%	9,319	38.19%	9,663	39.60%	1,366	5.60%	70	0.29%	3	0.01%	121	0.50%	700	2.87%
2	23,215	23,590	-1.59%	4,410	19.00%	2,886	12.43%	15,061	64.88%	175	0.75%	41	0.18%	5	0.02%	84	0.36%	553	2.38%
3	23,564	23,590	-0.11%	6,678	28.34%	3,290	13.96%	12,247	51.97%	659	2.80%	47	0.20%	7	0.03%	109	0.46%	527	2.24%
4	22,855	23,590	-3.12%	4,320	18.90%	4,695	20.54%	12,769	55.87%	412	1.80%	18	0.08%	8	0.04%	69	0.30%	564	2.47%
5	23,917	23,590	1.39%	2,502	10.46%	13,872	58.00%	4,834	20.21%	1,748	7.31%	45	0.19%	6	0.03%	114	0.48%	796	3.33%
TOTAL:	117,950			21,067	17.86%	34,062	28.88%	54,574	46.27%	4,360	3.70%	221	0.19%	29	0.02%	497	0.42%	3,140	2.66%

Ideal Size: 117950 / 5 = 23590

Total Population: 117,950

Overall Deviation: 6.55%

Some percentages may be subject to rounding errors.

Beaumont ISD Trustee Districts Plan D - Adopted May 19, 2022



Demographics Report - Detailed 2020 Census Voting Age Population

Plan Last Edited on: 3/29/2022 10:24:14 AM

District	Total VAP	Hispanic VAP	% Hispanic VAP	Anglo VAP	% Anglo VAP	Black VAP	% Black VAP	Asian VAP	% Asian VAP	AM IND NATIVE VAP	% AM IND NATIVE VAP	HAW/PAC VAP	% HAW/PAC VAP	Other VAP	% Other VAP	Two or More Races VAP	% Two or more VAP
1	18,988	2,226	11.72%	8,082	42.56%	6,997	36.85%	1,080	5.69%	60	0.32%	1	0.01%	82	0.43%	460	2.42%
2	16,757	2,758	16.46%	2,578	15.38%	10,829	64.62%	121	0.72%	29	0.17%	4	0.02%	66	0.39%	372	2.22%
3	17,617	4,444	25.23%	2,951	16.75%	9,187	52.15%	555	3.15%	40	0.23%	7	0.04%	84	0.48%	349	1.98%
4	17,113	2,820	16.48%	4,171	24.37%	9,356	54.67%	348	2.03%	17	0.10%	8	0.05%	48	0.28%	345	2.02%
5	18,788	1,683	8.96%	11,537	61.41%	3,599	19.16%	1,342	7.14%	39	0.21%	4	0.02%	74	0.39%	510	2.71%
TOTALS:	89,263	13,931	15.61%	29,319	32.85%	39,968	44.78%	3,446	3.86%	185	0.21%	24	0.03%	354	0.40%	2,036	2.28%

* VAP - Voting Age Population

Some percentages may be subject to rounding errors.

Demographics Report - Summary 2020 Census Total Population

Plan Last Edited on: 3/29/2022 9:20:12 AM

District	Persons	Ideal Size	Deviation	Hispanic % of Total Population	Non-Hispanic White % of Total Population	Non-Hispanic Black % of Total Population	Non-Hispanic Asian % of Total Population	Non-Hispanic Other % of Total Population
1	24,399	23,590	3.43%	12.94%	38.19%	39.60%	5.60%	3.66%
2	23,215	23,590	-1.59%	19.00%	12.43%	64.88%	0.75%	2.94%
3	23,564	23,590	-0.11%	28.34%	13.96%	51.97%	2.80%	2.93%
4	22,855	23,590	-3.12%	18.90%	20.54%	55.87%	1.80%	2.88%
5	23,917	23,590	1.39%	10.46%	58.00%	20.21%	7.31%	4.02%
TOTAL:	117,950			17.86%	28.88%	46.27%	3.70%	3.30%

Ideal Size: 117950 / 5 = 23950

Total Population: 117,950

Overall Deviation: 6.55%

Some percentages may be subject to rounding errors.

Demographics Report - Summary 2020 Census Voting Age Population

Plan Last Edited on: 3/29/2022 10:24:14 AM

District	Total VAP*		Hispanic % of Total VAP	Non-Hispanic Anglo % of Total VAP	Non-Hispanic Black % of Total VAP	Non-Hispanic Asian % of Total VAP	Non-Hispanic Other % of Total VAP
1	18,988		11.72%	42.56%	36.85%	5.69%	3.18%
2	16,757		16.46%	15.38%	64.62%	0.72%	2.81%
3	17,617		25.23%	16.75%	52.15%	3.15%	2.72%
4	17,113		16.48%	24.37%	54.67%	2.03%	2.44%
5	18,788		8.96%	61.41%	19.16%	7.14%	3.34%
	89,263		15.61%	32.85%	44.78%	3.86%	2.91%

* VAP - Voting Age Population

Some percentages may be subject to rounding errors.



Board Exhibit Cover Sheet

Meeting Date: June 16, 2022

Agenda Item/Exhibit Number: **IV.E.15.**

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.

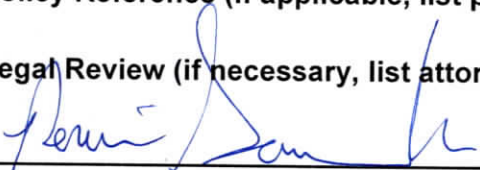
Budget Impact* (if applicable): N/A

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):


Cabinet Level Presenter's Signature

6/14/2022
Date

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

Date

General Counsel's Signature

Date



Administration's Hiring Recommendation

Lance Campbell



Board Exhibit Cover Sheet

Meeting Date: June 16, 2022

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

Agenda Item Title: Approve Budget Amendments

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary:

Recommendation: Approve budget amendments GF-12 , CN-3, CP-2 and accept amendments SR-34, SR-35, and SR-36

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 June Budget Amendments

General Fund GF-12

- Record \$10,964,292 decrease in local revenue, \$10,747,018 increase in state revenue, \$833,239 increase in federal revenue and \$91,295 increase in sale of property revenue.
- Transfer \$1,400 from social work professional services to guidance & counseling employee travel for reimbursement for counselor travel – Vincent MS (048)
- Transfer \$220,000 from instructional TRS on behalf payments to co-curricular, general administration, security & monitoring and data processing TRS on behalf payments to cover negative balances in functions 36, 41, 52 & 53 – Undistributed Benefits (Dept 92)
- Transfer \$10,940 from Athletics maintenance misc contracted services to co-curricular extra duty for Athletics Summer REC program – Athletics (805)
- Transfer \$5,000 from staff development professional services to community services misc operating costs for CTE function and instructional general supplies – Career & Technical Ed (807)
- Transfer \$5,000 from guidance & counseling misc contracted services to instructional leadership general supplies – Career & Technical Ed (807)
- Reclass instructional exempt employee salaries \$5,031,000 with funds from vacancies
- Increase Operating Transfers Out budget \$5,031,000:
 - \$2,684,000 to Capital Projects to fund new West Brook HS Auxiliary building construction
 - \$2,316,000 to Capital Projects for additional Maintenance projects contingent on funding
 - \$31,000 to Child Nutrition for District's portion for new cafeteria furniture at Homer Drive ES

Child Nutrition CN-3

- Increase Child Nutrition revenue and expenditures \$31,000:
 - \$31,000 for District's portion for new cafeteria furniture at Homer Drive ES

Capital Projects CP-2

- Record an increase in Capital Projects Operating Transfers In.
- Increase Capital Projects budget for
 - \$2,684,000 for West Brook HS Auxiliary building construction
 - \$2,316,000 for additional Maintenance projects contingent on funding

SR-34

- Fund 224 Reallocate funds to pay Region 5 ESC invoices for CPI Training, & Teacher Staff Development.

SR-35

- Fund 211.SAP Reallocate money cover Payroll expenses, School action cost (ACE).

SR-36

- Fund 282 ESSER III Transfer funds into allowable functions for Green Dot reimbursement.

2021-2022 BUDGET AMENDMENT NUMBER GF-12

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Revenues</u>			
199.00.5711.00.000.00.000	116,460,141	11,000,000	105,460,141
199.00.5719.00.000.00.000	850,104	(300,000)	1,150,104
199.00.5743.00.000.00.000	15,000	(15,000)	30,000
199.00.5749.00.000.00.815	1,070,000	366,000	704,000
199.00.5749.00.000.00.819	-	(86,708)	86,708
199.00.5811.00.000.00.000	3,120,766	(2,935,837)	6,056,603
199.00.5812.00.000.00.000	21,877,428	(11,870,856)	33,748,284
199.00.5819.00.000.00.CHR	4,059,675	4,059,675	-
199.00.5929.00.000.00.IMD	-	(89,892)	89,892
199.00.5931.00.000.00.000	1,615,596	(743,347)	2,358,943
199.00.7912.00.000.00.000	425,000	(91,295)	516,295
 Total Revenues		(707,260)	
 <u>Expenditures</u>			
199.32.6219.04.048.30.000	1,400	(1,400)	-
199.31.6411.01.048.99.000	-	1,400	1,400
199.11.6144.92.999.11.000	4,487,620	(220,000)	4,267,620
199.36.6144.92.999.99.000	62,614	125,000	187,614
199.41.6144.92.XXX.XX.000	202,500	65,000	267,500
199.52.6144.92.XXX.XX.000	126,700	20,000	146,700
199.53.6144.92.XXX.XX.000	74,850	10,000	84,850
199.51.6299.07.805.91.000	248,150	(10,940)	237,210
199.36.6117.41.805.91.484	-	10,940	10,940
199.13.6219.52.009.38.000	5,000	(5,000)	-
199.11.6399.52.807.22.000	72,315	3,800	76,115
199.61.6499.52.807.22.000	-	1,200	1,200
199.31.6299.52.807.22.000	5,000	(5,000)	-
199.21.6399.52.807.22.000	7,363	5,000	12,363
199.11.6119.90.XXX.XX.000	52,367,891	(5,031,000)	47,336,891
199.99.8911.00.000.00.000	150,000	5,031,000	5,181,000
 Total Expenditures		<u>-</u>	
 Net Change in the General Fund Budget		<u>-</u>	

2021-2022 BUDGET CHANGE

Total Revenues/Other Sources	173,449,397	707,260	174,156,657
Total Expenditures	<u>179,799,867</u>	<u>-</u>	<u>179,799,867</u>
 2021-2022 Adjusted	(6,350,470)	(707,260)	(5,643,210)

2021-2022 BUDGET AMENDMENT NUMBER CN-3

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Revenues</u>			
240.00.7915.00.000.00.000	-	<u>31,000</u>	31,000
Total Revenues		31,000	
<u>Expenditures</u>			
240.35.6395.00.833.99.000	217,577	31,000	248,577
Total Expenditures		<u>31,000</u>	
Net Change in the General Fund Budget		<u>-</u>	
2021-2022 BUDGET CHANGE			
Total Revenues/Other Sources	12,516,485	31,000	12,547,485
Total Expenditures	<u>12,536,554</u>	<u>31,000</u>	<u>12,567,554</u>
2021-2022 Adjusted	(20,069)	-	(20,069)

2021-2022 BUDGET AMENDMENT NUMBER CP-2

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Revenues</u>			
650.00.7915.00.000.00.000	-	<u>5,000,000</u>	5,000,000
Total Revenues		5,000,000	
<u>Expenditures</u>			
650.81.6XXX.XX.XXX.XX.XXX	6,688,898	2,684,000	9,372,898
650.51.6XXX.XX.XXX.XX.XXX	3,000,000	2,316,000	5,316,000
Total Expenditures		<u>5,000,000</u>	
Net Change in the General Fund Budget		<u>-</u>	

2021-2022 BUDGET CHANGE

Total Revenues/Other Sources	-	5,000,000	5,000,000
Total Expenditures	<u>9,688,898</u>	<u>5,000,000</u>	<u>14,688,898</u>
2021-2022 Adjusted	(9,688,898)	-	(9,688,898)

2021-2022 BUDGET AMENDMENT NUMBER SR-34

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
Curriculum Dev& Instr			
224.13.6411.00.814.23.000	5,000	2,000	7,000
Instructuional Leadrship			
224.21.6399.00.814.23.000	17,837	(2,000)	15,837
Total Expenditures		<u>-</u>	
Net (Increase) IDEA B FORMULA		<u><u>-</u></u>	
2021-2022 BUDGET CHANGE			
Total Revenues/Other Sources	4,173,447	-	4,173,447
Total Expenditures	<u>4,173,447</u>	-	<u>4,173,447</u>
2021-2022 Adjusted	-	-	-

2021-2022 BUDGET AMENDMENT NUMBER SR-35

	Current Budget	Change	Amended Budget
<u>Instruction</u>			
211.11.6112.91.717.99.SAP	9,726	(9,726)	-
211.11.614X.91.717.99.SAP	274	(274)	-
211.11.6399.00.717.99.SAP	30,000	(30,000)	-
211.11.6395.00.717.99.SAP	5,000	(5,000)	-
<u>Curriculum Development & Instruction</u>			
211.13.61XX.00.717.99.SAP	-	84,810	84,810
<u>Instructional Leadership</u>			
211.21.61XX.00.717.99.SAP	25,000	(25,000)	-
211.21.6299.00.717.99.SAP	29,000	(4,810)	80,717
211.21.6299.00.717.99.SAP	29,000	(17,000)	12,000
211.21.6399.00.717.99.SAP	12,500	(10,342)	2,158
<u>School Leadership</u>			
211.23.61XX.00.717.99.SAP	15,000	(15,000)	-
<u>General Adminstration</u>			
211.41.6395.00.717.99.SAP	5,000	(5,000)	-
211.41.6399.00.717.99.SAP	10,000	(600)	9,400
<u>Plant Maintenance& Operations</u>			
211.51.6299.00.717.99.SAP	-	17,000	17,000
211.51.6319.00.717.99.SAP	-	20,942	20,942
Total Expenditures		<u>-</u>	
Net (Increase) Title I School Action Planning		<u>-</u>	

2021-2022 BUDGET CHANGE

Total Revenues/Other Sources	187,500	-	187,500
Total Expenditures	<u>187,500</u>	-	<u>187,500</u>
2021-2022 Adjusted	-	-	-

2021-2022 BUDGET AMENDMENT NUMBER SR-36

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Instruction</u>			
282.11.6399.00.043.30.000	-	(180,000)	(180,000)
<u>School Leardership</u>			
282.23.6399.00.043.99.000	-	180,000	180,000
Total Expenditures		<u>-</u>	
Net (Increase) ESSER III		<u><u>-</u></u>	
2021-2022 BUDGET CHANGE			
Total Revenues/Other Sources	38,072,811	-	38,072,811
Total Expenditures	<u>38,072,811</u>	-	<u>38,072,811</u>
2021-2022 Adjusted	-	-	-



Board Exhibit Cover Sheet

Meeting Date: June 16, 2022

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

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

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): D'Lana Barbay, Toni McPherson, Jenny Angelo, Tiffany Eckenrod, Anetra Cheatham, and Derwin Samuels

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

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

Budget Impact* (if applicable): General Fund: \$90,000.00
Federal Fund: \$2,387,804.93
IMA: \$76,364.76

Funding Source (if applicable): General Fund, Federal Fund, IMA

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


Cabinet Level Presenter's Signature


Date

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

Date

General Counsel's Signature

Date

General Fund

Vendor	Department	Description/Justification of Purchase	Contract #	Cost
Architectural Alliance	Maintenance & Operations	Scope of work includes schematic design, design development, construction documents, bid & negotiation, and construction administration for the Pathways campus improvements.	RFP #22.06	Not to Exceed \$90,000.00
TOTAL				\$90,000.00

Federal Fund

MeTeor Education	Child Nutrition	Cafeteria seating for 292 students at Homer Elementary.	OMNIA #R142203	\$60,057.33
Houghton Mifflin Harcourt	Curriculum	Read 180 is a robust, evidence-based program to remediate reading gaps. This program will service up to 705 students. Online licenses are for three years.	BuyBoard #573-18	\$257,184.00
Houghton Mifflin Harcourt	Curriculum	Support and training for Read 180 implementation.	BuyBoard #573-18	\$114,000.00
Salas O'Brien	Maintenance & Operations	HVAC engineering services for the development of RFP #22.26 HVAC Upgrades Part 2. The scope of services includes 10 campuses at a cost of \$24,650 per campus.	RFP #22.06	\$246,500.00
Accelerate Learning	Curriculum	STEMscopes program addition includes K-5 Resource Kits for Math as an additional layer of fluency building.	CP #19/038KC-01	\$167,861.60
McGraw - Hill	Curriculum	Self-paced program to provide services for ELAR in secondary grades.	TIPS #210301	\$67,200.00

CDW	Information Technology	Zoom annual license covers all teachers, admin, and other staff.	DIR TSO #3865	\$68,399.00
Big Rock Educational Services	Office of Innovation	Systems creation for classroom rigor training and monitoring for four campuses: Regina Howell, Pietzsch-MacArthur, Guess, and West Brook.	RFP #21.17	\$282,700.00
Instruction Partners	Office of Innovation	Face to face and virtual coaching for district and campus level that supports professional development and progress monitoring.	RFP #22.01	\$499,903.00
Elevate K-12	Curriculum	Virtual instruction for English and Math. 5 days a week; 48 periods, 24 Math and 24 English.	1GPA #19-11P-03	\$624,000.00
TOTAL				\$2,387,804.93

IMA

Cengage Learning	Curriculum	Algebra 1 and Algebra 2 online subscriptions. Direct from publisher purchase.	BuyBoard #653-21	\$76,364.76
TOTAL				\$76,364.76

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Ninth day of February in the year Two Thousand Twenty Two

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Beaumont Independent School District
3395 Harrison Avenue
Beaumont, Texas 77706

and the Architect:
(Name, legal status, address and other information)

Architectural Alliance, Inc.
350 Pine Street, Suite 720
Beaumont, Texas 77701
J. Rob Clark, AIA, VP

for the following Project:
(Name, location and detailed description)

Pathways Campus Renovations

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraph Deleted)

.1 Stipulated Sum
(Insert amount)

(Paragraph Deleted)

.2 Percentage Basis
(Insert percentage value)
(5)% Fee of the total construction cost of project

(Paragraph Deleted)



PREFERRED

FACILITIES GROUP - USA

Mailing Address:
PO Box 20658
Beaumont, TX 77720-0658

(409) 842-8181
(409) 842-2274
pfg@pfg-usa.com
pfg-usa.com

Job Order Contracting

Co-Op Purchasing
Agreements

Indefinite Delivery,
Indefinite Quantity - IDIQ

Multiple Award
Construction Contracts -
MACC

Task Order Contracts
TOC

Construction
Management - Agent or
At-Risk

Design Build

Government

Commercial

Education

Industrial

Infrastructure

Communications

Corporate/Retail

Assembly

June 7, 2022

Beau Carroll
Beaumont ISD
3995 Harrison
Beaumont, Texas 77706

Project: "Pathways Water Intrusion Project"

Subject: "Proposal"

Dear Mr. Carroll,

We are pleased to submit our Best and Final Offer for the water intrusion project to BISD. This includes all materials, labor, equipment, and supervision for the project. Included is our RSMMeans estimate with local CCI.

We were able to generate some savings by further reviewing the schedule and product availability for the project.

Proposal Recap:

- Project per plans and specs dated 4/5/2022
- We acknowledge Addendum 1: June 1, 2022
- Amendment #1
- Amendment #2

Proposal Cost	\$	1,716,037.69
Bond (if applicable)	\$	42,900.94
Total Price	\$	1,758,938.63

We estimate approximately **one hundred twenty (120)** working days to complete upon material delivery. We explicitly exclude all liquidated damages for this project due to the volatility of the market and supply chain challenges.

Our estimate is based on our interpretation of the project as presented to us. Our scope is limited to the line items broken down into individual tasks of work and developed based upon the Unit Price Book rate as modified by the city cost adjustment. All pricing for the required line-item estimate is derived from the current calendar year RSMMeans Facilities Construction Cost Data Book with Updates.

Once the quantities of work and price are approved, this task order becomes a fixed-price lump sum contract.

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Please contact us at 409-842-8293 at your convenience to discuss this estimate.

Respectfully submitted,
Preferred Facilities Group - USA

Michael Waidley
Division Manager

cc: PFG/file

Southeast Texas

Deep East Texas

Central Texas

Texas Gulf Coast



Estimator: Lester Renfrow

Summary of tagged estimates...

Division Summary (MF04)

01 - General Requirements	\$114,539.03
02 - Existing Conditions	\$10,764.33
03 - Concrete	\$18,403.61
04 - Masonry	
05 - Metals	\$415.00
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	\$45,588.40
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	\$430,247.06
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	\$449,563.28
25 - Integrated Automation	

26 - Electrical	\$154,413.67
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	\$6,788.10
32 - Exterior Improvements	\$5,572.86
33 - Utilities	\$7,183.23
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Priced O&P	\$94,483.22
Trades	\$4,637.84
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$1,342,599.63

Totalling Components

RSMeans BEAUMONT, TX CCI 2022Q2, 96.50%	\$(46,991.00)
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General Construction Subtotal	\$1,342,599.63
-------------------------------	----------------

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$479,682.47
Labor:	\$712,956.55
Equipment:	\$35,064.80
Other:	\$114,895.81
Laborhours:	6,606.97
Green Line Items:22	\$196,423.50

Mechanical ONLY



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:	MeTeor Education	Quote Total: \$ 60,057.33	Provides seating for 292. Mixture of rectangular and round tables.
Summary:	Variety of colors - matching campus colors. chrome legs, accent guard included. Quote includes freight and install		
each seat \$ 205.68			
Vendor Name:	The Edu-source Corp	Quote Total: \$ 60,717.92	Provides seating for 292. Mixture of rectangular and round tables.
Summary:	Variety of colors - matching campus colors. chrome legs, accent guard included. Quoute includes freight and install		
Each seat \$ 207.94			
Vendor Name:	Mannings Office Solutions	Quote Total: \$ 42,624.68	Provides seating for 296. Mixture of rectangular and round tables.
Summary:	chrome legs, black edge included. Quote includes delivery and install		
Each seat \$144.00			

Vendor Selected: MeTeor Education

Selection Justification: Meets specifications for seating needs. Colors of table laminate are color appropriate for campus colors.

These tables can easily be moved for a quick change in layout and/or for cleaning. The tables fold up and roll away very easily, this is helpful when the floor needs to be open, such as for floor polishing or school dance.

Name of Person Completing this Form:

Tiffany Eckenroed

Signature:

[Handwritten Signature]

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

METEOR EDUCATION

Meteor Education, LLC
690 NE 23rd Avenue
Gainesville, FL 32609
www.meteorededucation.com

Prepared For:
Beaumont ISD
PO Box 672
Beaumont, TX 77704

Site:
Homer Elementary
8950 Homer Drive
Beaumont, TX 77708

Quote ID	Terms	Quote Contact	Site Contact
81301-04 06/01/2022 AMANDA W.	Net 30 Days Prices Good Through 07/01/2022	Liz Bolton / cell: (409) 332-0552 / lbolton@meteorededucation.com	Tiffany Eckenrod / (409) 617-5065 / teckenr@bmtisd.com

AmTab Manufacturing		Region 5 ESC - Zone 1 Installed 20211009		Discount: Net%	Install: NET	Freight: 14%
Item No.	Qty	Model Number	List Price	Your Price	Ext. Price	
1	2	MSR608-DR Description: MOBILE STOOL TABLE W/ DYNA-ROCK EDGES, ROUND, 60" * Mobile Stool Table Series * 60" Dia. * Laminate table top finish * Dyna-Rock edge finish * Metal finish * Stool finish * Eight (8) stools LaminateTop: Nevamar Breve WZ0054-T (qty 1 each) (srp \$.00) Metal Finish: Chrome (qty 1 each) (srp \$.00) Stool Shape: Rectangle Stool (qty 1 each) (srp \$.00) Stool: Red (qty 1 each) (srp \$.00) StoolBottom: Black (qty 1 each) (srp \$.00) Table Edge: Dyna-Rock Black (qty 1 each) (srp \$.00) TableHeight: 29"-17" Table Height (qty 1 each) (srp \$.00) Wheel: No Upgrade (qty 1 each) (srp \$.00)	\$4,586.00	\$1,834.40	\$3,668.80	
2	3	MSR608-DR Description: MOBILE STOOL TABLE W/ DYNA-ROCK EDGES, ROUND, 60" * Mobile Stool Table Series * 60" Dia. * Laminate table top finish * Dyna-Rock edge finish * Metal finish * Stool finish * Eight (8) stools LaminateTop: Nevamar Red Dragon Bamboo WZ100-T (qty 1 each) (srp \$.00) Metal Finish: Chrome (qty 1 each) (srp \$.00) Stool Shape: Rectangle Stool (qty 1 each) (srp \$.00) Stool: Black (qty 1 each) (srp \$.00) StoolBottom: Red (qty 1 each) (srp \$.00) Table Edge: Dyna-Rock Black (qty 1 each) (srp \$.00) TableHeight: 29"-17" Table Height (qty 1 each) (srp \$.00) Wheel: No Upgrade (qty 1 each) (srp \$.00)	\$4,586.00	\$1,834.40	\$5,503.20	
3	10	MST1012-DR Description: MOBILE RECTANGULAR TABLE W/ STOOLS * Mobile Stool Table Series * Opened Footprint: 60"D x 97"W x 29"H * Folded: 60"D x 38"W x 75"H * Table Height Option * Table Top Laminate Finish * Dyna-Rock Edge Finish * Stool Shape * Stool Top & Bottom Finishes * Metal Finish * Twelve (12) Stools LaminateTop: Wilsonart Buka Bark 7982-38 (qty 1 each) (srp \$.00) Metal Finish: Chrome (qty 1 each) (srp \$.00) Stool Shape: Rectangle Stool (qty 1 each) (srp \$.00) Stool: Black (qty 1 each) (srp \$.00) StoolBottom: Red (qty 1 each) (srp \$.00) Table Edge: Dyna-Rock Black (qty 1 each) (srp \$.00) TableHeight: 29"-17" Table Height (qty 1 each) (srp \$.00) Wheel: No Upgrade (qty 1 each) (srp \$.00)	\$4,817.00	\$1,926.80	\$19,268.00	
4	6	MST1012-DR	\$4,817.00	\$1,926.80	\$11,560.80	

METEOR EDUCATION

Meteor Education, LLC
690 NE 23rd Avenue
Gainesville, FL 32609
www.meteorededucation.com

Prepared For:
Beaumont ISD
PO Box 672
Beaumont, TX 77704

Site:
Homer Elementary
8950 Homer Drive
Beaumont, TX 77708

Quote ID	Terms	Quote Contact	Site Contact
81301-04 06/01/2022 AMANDA W.	Net 30 Days Prices Good Through 07/01/2022	Liz Bolton / cell: (409) 332-0552 / lbolton@meteorededucation.com	Tiffany Eckenrod / (409) 617-5065 / teckenr@bmtisd.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: MOBILE RECTANGULAR TABLE W/ STOOLS * Mobile Stool Table Series * Opened Footprint: 60"D x 97"W x 29"H * Folded: 60"D x 38"W x 75"H * Table Height Option * Table Top Laminate Finish * Dyna-Rock Edge Finish * Stool Shape * Stool Top & Bottom Finishes * Metal Finish * Twelve (12) Stools LaminateTop: Nevamar Breve WZ0054-T (qty 1 each) (srp \$.00) Metal Finish: Chrome (qty 1 each) (srp \$.00) Stool Shape: Rectangle Stool (qty 1 each) (srp \$.00) Stool: Red (qty 1 each) (srp \$.00) StoolBottom: Black (qty 1 each) (srp \$.00) Table Edge: Dyna-Rock Black (qty 1 each) (srp \$.00) TableHeight: 29"-17" Table Height (qty 1 each) (srp \$.00) Wheel: No Upgrade (qty 1 each) (srp \$.00)			
5	2	MST1012-DR Description: MOBILE RECTANGULAR TABLE W/ STOOLS * Mobile Stool Table Series * Opened Footprint: 60"D x 97"W x 27"H * Folded: 60"D x 38"W x 75"H * Table Height Option * Table Top Laminate Finish * Dyna-Rock Edge Finish * Stool Shape * Stool Top & Bottom Finishes * Metal Finish * Twelve (12) Stools LaminateTop: Wilsonart Buka Bark 7982-38 (qty 1 each) (srp \$.00) Metal Finish: Chrome (qty 1 each) (srp \$.00) Stool Shape: Rectangle Stool (qty 1 each) (srp \$.00) Stool: Black (qty 1 each) (srp \$.00) StoolBottom: Red (qty 1 each) (srp \$.00) Table Edge: Dyna-Rock Black (qty 1 each) (srp \$.00) TableHeight: 27"-15" Table Height (qty 1 each) (srp \$.00) Wheel: No Upgrade (qty 1 each) (srp \$.00)	\$4,817.00	\$1,926.80	\$3,853.60
6	2	MST1012-DR Description: MOBILE RECTANGULAR TABLE W/ STOOLS * Mobile Stool Table Series * Opened Footprint: 60"D x 97"W x 27"H * Folded: 60"D x 38"W x 75"H * Table Height Option * Table Top Laminate Finish * Dyna-Rock Edge Finish * Stool Shape * Stool Top & Bottom Finishes * Metal Finish * Twelve (12) Stools LaminateTop: Nevamar Breve WZ0054-T (qty 1 each) (srp \$.00) Metal Finish: Chrome (qty 1 each) (srp \$.00) Stool Shape: Rectangle Stool (qty 1 each) (srp \$.00) Stool: Red (qty 1 each) (srp \$.00) StoolBottom: Black (qty 1 each) (srp \$.00) Table Edge: Dyna-Rock Black (qty 1 each) (srp \$.00) TableHeight: 27"-15" Table Height (qty 1 each) (srp \$.00) Wheel: No Upgrade (qty 1 each) (srp \$.00)	\$4,817.00	\$1,926.80	\$3,853.60
7	1	MST1012-DR-4ADA Description: MOBILE RECTANGULAR TABLE W/ STOOLS * Mobile Stool Table Series * Opened Footprint: 60"D x 97"W x 27"H * Folded: 60"D x 38"W x 75"H * Table Height Option * Table Top Laminate Finish * Dyna-Rock Edge Finish * Stool Shape * Stool Top & Bottom Finishes * Metal Finish * Twelve (12) Stools LaminateTop: Nevamar Breve WZ0054-T (qty 1 each) (srp \$.00) Metal Finish: Chrome (qty 1 each) (srp \$.00) Stool Shape: Rectangle Stool (qty 1 each) (srp \$.00) Stool: Red (qty 1 each) (srp \$.00) StoolBottom: Black (qty 1 each) (srp \$.00) Table Edge: Dyna-Rock Black (qty 1 each) (srp \$.00) TableHeight: 27"-15" Table Height (qty 1 each) (srp \$.00) Wheel: No Upgrade (qty 1 each) (srp \$.00)	\$5,222.00	\$2,088.80	\$2,088.80

METEOR EDUCATION

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690 NE 23rd Avenue
Gainesville, FL 32609
www.meteorededucation.com

Prepared For:
Beaumont ISD
PO Box 672
Beaumont, TX 77704

Site:
Homer Elementary
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Quote ID	Terms	Quote Contact	Site Contact
81301-04 06/01/2022 AMANDA W.	Net 30 Days Prices Good Through 07/01/2022	Liz Bolton / cell: (409) 332-0552 / lbolton@meteorededucation.com	Tiffany Eckenrod / (409) 617-5065 / teckenr@bmtisd.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: MOBILE RECTANGULAR TABLE W/ STOOLS, 4ADA * Mobile Stool Table Series * Opened Footprint: 60"D x 97"W x 29"H * Folded: 60"D x 38"W x 75"H * Table Height Option * Table Top Laminate Finish * Dyna-Rock Edge Finish * Stool Shape * Stool Top & Bottom Finishes * Metal Finish * Twelve (12) Stools; 4ADA - Remove 4 Seats LaminateTop: Nevamar Breve WZ0054-T (qty 1 each) (srp \$.00) Metal Finish: Chrome (qty 1 each) (srp \$.00) Option: 4 ADA Accessible Spots (qty 1 each) (srp \$.00) Stool Shape: Rectangle Stool (qty 1 each) (srp \$.00) Stool: Red (qty 1 each) (srp \$.00) StoolBottom: Black (qty 1 each) (srp \$.00) Table Edge: Dyna-Rock Black (qty 1 each) (srp \$.00) TableHeight: 29"-17" Table Height (qty 1 each) (srp \$.00) Wheel: No Upgrade (qty 1 each) (srp \$.00)			

AmTab Manufacturing \$49,796.80

Scholar Craft Products Inc.		Region 5 ESC - Zone 1 Installed 20211009		Discount: Net%	Install: NET	Freight: NET
Item No.	Qty	Model Number	List Price	Your Price	Ext. Price	
1	4	SC3118CO Description: 18" LARGE OVATION CONTEMPORARY CHAIR * Ovation 3100 Series * 18-1/8"D x 18-1/8"W x 18"H * Chair height: 31-1/8" * Seat width: 16" * Seat depth: 16-1/4" * Shell color options * Frame finish * Self-leveling glides FrameFinish: Chrome (qty 1 each) (srp \$.00) Shell: Charcoal (qty 1 each) (srp \$.00)	\$165.00	\$69.75	\$279.00	

Scholar Craft Products Inc. \$279.00

TOTALS	
Product:	\$50,075.80
Install:	\$2,600.00
Freight:	\$7,381.53
--- Sales Tax at 8.250%:	\$0.00
Total:	\$60,057.33

All pricing and lead times are based on the information (color options, finishes, etc.) supplied to Meteor at the time a purchase order is received. Changes could result in a possible delay of order and/or additional costs.

Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

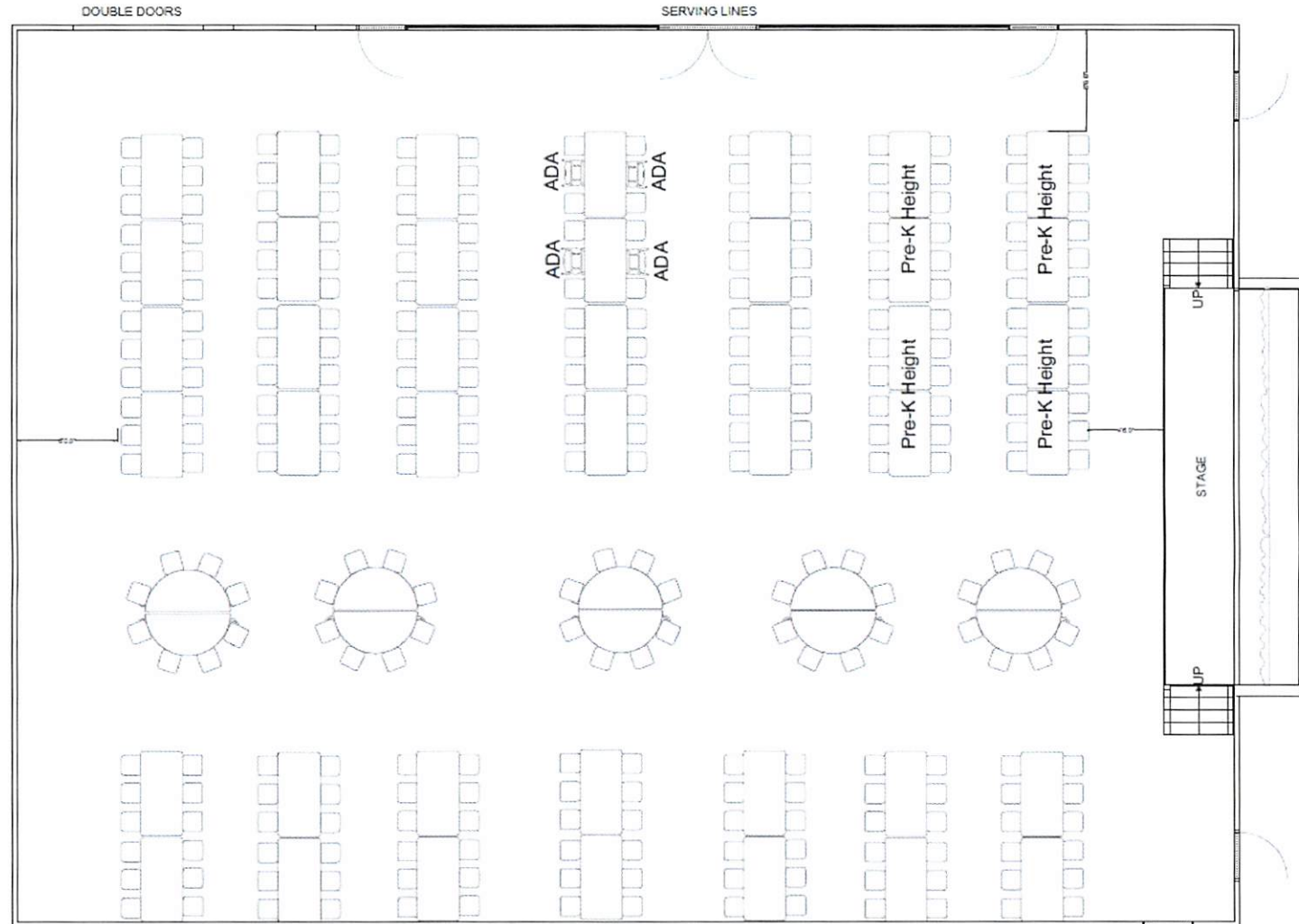
By submitting a purchase order to Meteor, Customer accepts our offer and agrees to be bound by the attached terms and conditions. Prices are good for 30 days from date of quote. **Prices good through 07/01/2022.**

I have verified that all products, quantities, specifications and colors on this quote are correct.

Signature

Date

SEATS 292 STUDENTS



- Includes (1) table with ADA Seating, with a total of (4) ADA locations.
- Includes (4) tables at a Pre-K height, with 27"H Table Height & 15"H Stool Height.

Project Name: Beaumont ISD – Homer ES

Room: Cafeteria

Date: 5/31/2022

Designer: Karen Breau

METEOR EDUCATION

This document is confidential and proprietary to Meteor Education. These drawings and Design document and all ideas depicted are the sole property of Meteor Education, which owns all exclusive rights, title and interest in this Design, including without limitation, the copyrights and trademarks of this design. Any use of this Design, including reproduction, distribution, or incorporation in bid solicitations or quotes without the written permission of Meteor Education is expressly prohibited. The content of this design document is not to be used for construction purposes.

This document has been provided for the purposes of representing proposed layouts and imagery for the furniture recommended. Meteor Education makes every effort to comply with ADA, Life/Safety, and sound space planning guidelines. Meteor Education makes no representation that this drawing fully complies with all state and local requirements unless otherwise noted.

INFORMAL QUOTES TABULATION FORM

Form version 7.23.2019



INSTRUCTIONS FOR COMPLETION:

- 1) Purchases between \$10,000 and \$49,999.99 require at least three (3) vendor quotes.
- 2) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
- 3) All awards should be made to the vendor whose proposal offers the "best value" to Beaumont ISD.
- 4) 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.
- 5) Upon consideration of all factors, if all quotes meet District needs, the award should be made to the lowest bidder.

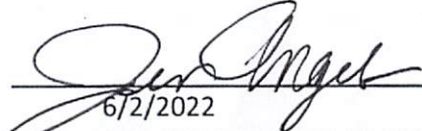
Informal Quote Tabulation Summary

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

Vendor Name:	Houghton Mifflin Harcourt	Quote Total:	\$257,184.00	Online licenses - 3 year purchase
Summary:	Read 180 is a robust, evidence based and proven intervention program to remediate reading gaps. It will be used at middle school and is a tiered intervention program. Planned use is for 15 classes and up to 705 students. \$85,728 per year			
Vendor Name:	Voayger Sopris	Quote Total:	\$60,996.17	Online licenses - 1 year purchase
Summary:	LANGUAGE Live! is designed for small group instruction and is similar to Read 180 but does not have the same level of data and proven success rate as Read 180. The reading selections are also narrower in scope. This would not be the best fit for our needs.			
Vendor Name:	Scholastic	Quote Total:	\$115,182.97	Online licenses and materials - 1 year purchase
Summary:	RISE Reading is designed for reading intervention but is a limited program and provides fewer titles and online programming than Read 180. It is designed to supplement a reading program rather than skill recovery. This would not meet our needs.			

Vendor Selected: Houghton Mifflin Harcourt

Name of Person Completing this Form: Jenny Angelo

Signature: 

Date: 6/2/2022

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



Houghton Mifflin Harcourt

Proposal #008404384

Prepared For

Beaumont Ind School District

3395 Harrison Ave
Beaumont TX 77706

Attention:
Jenny Angelo
jangelo@bmtisd.com

For the Purchase of:

Read 180 Licenses Only - 3 Year

BuyBoard 653-21

Prepared By
Kristy Schulz
kristy.schulz@hmc.co

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hmhco.com/common/terms-conditions>

Coupon Code: ISGHHMISG20PB

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Jenny Angelo
jangelo@bmtisd.com

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Send **Orders** to:
k12orders@hmc.co
FAX: 800-269-5232
HMH Orders
9400 Southpark Center Loop
Orlando, FL 32819-8647

Proposal for Beaumont Ind School District

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<u>R180 U Stage B</u>						
Student Subscription Package						
6003201 9781328028624	READ 180 Universal Stage B/ System 44 Secondary Literacy License Digital Student Subscription Package, 3 Year Includes Literacy Intervention License (R180U Stage B / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription. Software to be hosted by HMH.	\$456.00	705	\$321,480.00	\$64,296.00	\$257,184.00
Total for Student Subscription Package		\$257,184.00				
Teacher Subscription						
9781328019943	Literacy Intervention License (R180 U Stage B / S44 Secondary) TeacherSubscription	\$799.00	15	\$11,985.00	\$11,985.00	
Total for Teacher Subscription		\$0.00				
Total for R180 U Stage B		\$257,184.00				

Total Savings:	\$76,281.00
Subtotal Purchase Amount:	\$257,184.00
Shipping & Handling:	\$0.00
Total Cost of Proposal (PO Amount):	\$257,184.00

****Please add proper sales tax to your order****

Coupon Code: ISGHMHISG20PB

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Jenny Angelo
jangelo@bmtisd.com

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Orlando, FL 32819-8647



INFORMAL QUOTES TABULATION FORM

Form version 7.23.2019

INSTRUCTIONS FOR COMPLETION:

- 1) Purchases between \$10,000 and \$49,999.99 require at least three (3) vendor quotes.
- 2) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
- 3) All awards should be made to the vendor whose proposal offers the "best value" to Beaumont ISD.
- 4) 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.
- 5) Upon consideration of all factors, if all quotes meet District needs, the award should be made to the lowest bidder.

Informal Quote Tabulation Summary

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

Vendor Name:	Houghton Mifflin Harcourt	Quote Total:	\$114,000.00	1 online overview, 4 blended coaching, 48 hours in person
Summary:	HMH would provide in depth support and training for Read 180. All staff would have an online overview session, each campus would participate in blended coaching for Read 180 implementation and success. 48 hours of on site training and coaching would be provided.			
Vendor Name:	Voayger Sopris	Quote Total:	\$190,000.00	online only
Summary:	LANGUAGE Live! Training and support is not at the same hands-on, in depth level as HMH. They would not provide on-site training or coaching services so we would have to provide all support. This would not meet the needs for this program. Quote obtained through e-mail pricing.			
Vendor Name:	Scholastic	Quote Total:	\$80,120.00	online and in person
Summary:	Scholastic provides hands on training for their programs and webinars for program overview and support. They do not provide a blended coaching model nor hands on support - only training is in person. This would not be the best fit for our needs. Internet pricing used.			

Vendor Selected: Houghton Mifflin Harcourt

Name of Person Completing this Form: Jenny Angelo

Signature: 

Date: 6/2/2022

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



Houghton Mifflin Harcourt

Proposal #008404372

Prepared For

Beaumont Ind School District

3395 Harrison Ave
Beaumont TX 77706

Attention:

Jenny Angelo

jangelo@bmtisd.com

For the Purchase of:

Read 180 PD - 1 Year

BuyBoard 653-21

Prepared By

Kristy Schulz

kristy.schulz@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
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14046 Collections Center Drive
Chicago, IL 60693

Attention:
Jenny Angelo
jangelo@bmtisd.com

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k12orders@hnhco.com
FAX: 800-269-5232
HMH Orders
9400 Southpark Center Loop
Orlando, FL 32819-8647

Date of Proposal: 5/30/2022

Proposal for Beaumont Ind School District

Expiration Date: 7/14/2022

ISBN	Title	Price	Quantity	Value of All Materials
Professional Development Services				
3032573	9781328038760 READ 180 Universal Getting Started Live Online Bundle 6 1-Hour The Getting Started with READ 180 Universal live online course will prepare participants to successfully start teaching with READ 180 Universal, using the Interchangeable Literacy License. Through a flexible delivery model of multiple live online sessions participants will learn key program features and experience integral components firsthand. They interpret progress, performance, and assessment data to inform instruction and support students toward reading achievement.	\$2,400.00	1	\$2,400.00
6003080	9781328026385 READ 180 Universal Blended Coaching Membership	\$19,500.00	4	\$78,000.00
3032672	9781328041298 READ 180 on SAM Follow-Up In Person 6-Hour	\$4,200.00	8	\$33,600.00
Total for Professional Development Services		\$114,000.00		

Total Savings:	\$0.00
Subtotal Purchase Amount:	\$114,000.00
Shipping & Handling:	\$0.00

Total Cost of Proposal (PO Amount):	\$114,000.00
--	---------------------

Please add proper sales tax to your order

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Jenny Angelo
jangelo@bmtisd.com

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FAX: 800-269-5232
HMH Orders
9400 Southpark Center Loop
Orlando, FL 32819-8647

Total Cost of Proposal (PO Amount): \$114,000.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Beaumont ISD 3395 Harrison Ave Beaumont, TX 77706-5009	Sold to: Beaumont ISD Beaumont, TX 77704-0672
---	--
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 5/30/2022

Proposal Expiration Date: 7/14/2022

**Houghton Mifflin Harcourt**

Send **Check Payments** to:
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Chicago, IL 60693

Attention:
Jenny Angelo
jangelo@bmtisd.com

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SALAS O'BRIEN

| expect a difference |

10930 W Sam Houston Pkwy,
North Suite 900
Houston, Texas 77064
281.664.1900 | 281.664.1912 (f)

www.salasobrien.com

April 6, 2022

Beaumont ISD
1650 Caldwell
Beaumont, TX 77701
409-656-4300

Attention: Mark McClelland

Project: HVAC Upgrades Part 2

Salas O'Brien, LLC shall provide Mechanical, Electrical and Plumbing consulting engineering for the aforementioned Project as shown in Attachment "A".

The fee for these BASIC PROFESSIONAL ENGINEERING SERVICES per campus is \$24,650.00 for the following ten campuses:

1. Amelia Elementary School
2. Beaumont United High School
3. Bingman Heat Start
4. Fletcher Elementary School
5. Jones-Clark Elementary School
6. Marshall Middle School
7. Paul Brown Learning Center
8. Smith Middle School
9. South Park Middle School
10. Westbrook High School

The TOTAL FIXED FEE for these BASIC PROFESSIONAL ENGINEERING SERVICES is **TWO HUNDRED FORTY SIX THOUSAND FIVE HUNDRED DOLLARS (\$246,500.00)**.

Services in addition to the basic services are ADDITIONAL SERVICES OF THE ENGINEER (See Attachment "C"). Compensation shall be in accordance with the terms and conditions described in Attachment "D". Additional services, if authorized by you in advance in writing, will be billed at our STANDARD HOURLY RATES FOR ENGINEERS AND TECHNICAL PERSONNEL used on the Project (See Attachment "E").

If you accept the Proposal, please sign where noted below and return a copy to our office to serve as our authorization.

Thank you for considering our firm for this Project.

Energetically Yours,
Salas O'Brien

Sean Holder, P.E.
Principal

Approved by: _____ Date: _____
Mark McClelland

Attachments

- A. Basic Professional Engineering Services
- B. Additional Services of The Engineer
- C. Compensation
- D. Hourly Rates for Engineers and Technical Personnel

Client Project Number: _____

(If applicable, please provide your project number when you sign this agreement and return)

ATTACHMENT "A"

BASIC PROFESSIONAL ENGINEERING SERVICES

DESIGN DOCUMENT PHASE

1. Participate in conferences as required to establish the scope of the project and the requirements of the Mechanical, Electrical, and Plumbing.
2. Determine the type of Mechanical, Electrical, and Plumbing Systems, which meet the Owner's requirements. Study alternative Mechanical and Electrical energy systems to develop recommendations. The scope of these services does not include detailed economic feasibility or operating cost studies.
3. Visit the building to perform a complete site investigate of the existing HVAC, Electrical and Plumbing systems. This shall include documenting all field measurements and existing conditions required in the generation of the bid documents.
4. Prepare drawings and specifications for the Mechanical, Electrical, and Plumbing portion of the project.

BIDDING PHASE

1. Prepare and issue addenda as required during the bidding period.
2. Organize and provide a pre-bid meeting with Contractors bidding project.

CONSTRUCTION PHASE

1. This office will prepare AIA Document A101 Contract between the Contractor and Beaumont ISD. This office will obtain the Insurance Certificate, Performance and Payment Bonds from the contractor and issue to Beaumont ISD.
2. This office will Review Mechanical, Electrical and Plumbing Submittal Data / Shop Drawings and endeavor to assure that the quality of the material and equipment meets the requirements of the Contract Documents.
3. This office will work with the contractor to ensure the equipment is shipped in a timely manner to meet project schedule.
4. We will ensure the successful initiation, planning, execution, monitoring, controlling and closure of the project.
5. Make one visit to the site per week to observe the progress and quality of the executed work and to determine in general, if the work is proceeding in accordance with the Contract Documents.
6. Furnish periodic reports, in conjunction with site observations, of progress of work and contractor's compliance with the approved progress schedule.
7. This office will review all AIA G702 & 3 Application and Certificate of Payment from the contractor, after this office approves these applications for payment we will sign them and send to Beaumont ISD.

- 
8. After completion of the project this office will issue the AIA G704 Certificate of Substantial Completion and all closeout documents within contract documents.
 9. Prior to final Payment to the contractor this office will ensure all lien releases are obtain.

ATTACHMENT "B"

ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the OWNER, the ENGINEER shall furnish or obtain from others, Additional Services of the following types, which are not considered normal or customary BASIC PROFESSIONAL ENGINEERING SERVICES, except to the extent, provide otherwise in Proposal.

1. Shop Drawing Stipulation:
 - a. Show drawings and submittals shall be processed a maximum of two (2) times only. Services related to shop drawings and submittals, which are incomplete, rejected, or otherwise not approved, shall be invoiced to the Owner through the prime consultant.
 - b. Additional Services required by field corrections or remedies due to services not in conformance with Contract Documents by the General Contractor or his Subcontractors shall be invoiced to the Owner, through the Prime Consultant.
 - c. Additional Services required due to corrections, remedies, or field observation resulting from the General Contractor or his Subcontractors' failure to complete the Punch List items shall be invoiced to the Owner through the prime consultant, who may seek remedy from the Contractor (s).
2. Technical observation of construction by a full or part-time representative and supporting staff as required.
3. Observing or guiding detail performance or capacity tests of Mechanical, Electrical, Plumbing and Technology Systems during construction, during start-up, or upon completion of the project.
4. Preparation of Drawings and/or Specifications for Construction Contract Change Order Documents.
5. Preparation of alternate designs for the purposes of obtaining alternate bids.
6. Preparation of the documents for prepurchase of equipment or "out of sequence" construction work.
7. Acceleration of the Design/Construction Phase of the project requiring overtime working hours.
8. Preparation of special reports and supporting documents for testimony at Regulatory Agencies.
9. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing, or other legal or administrative proceeding involving the project.
10. Additional or extended services during the Construction Phase of the project made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. Defective or neglected work of the Contractor.
 - c. Prolongation of the contract time by more than sixty days.
 - d. Acceleration of the construction progress schedule requiring services beyond normal working hours.
 - e. Default by the Contractor.

- 
11. Furnishing services of special consultants for other than the normal services incident to this part of the project.
 12. Unusual travel and subsistence and other out-of-pocket costs to the Engineer, in connection with the project.
 13. Employing the services of a professional estimating firm to provide detailed itemized material and labor costs estimates.
 14. Investigations involving detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals.
 15. Services resulting from significant changes in extent of the project or its design and revising previously accepted studies, reports, design documents, or Contract Documents when such revisions are due to causes beyond the Engineer's control.
 16. Additional services in connection with the design of the following utilities 5'-0" beyond the building exterior.
 - a. Domestic Water Supply.
 - b. Fire Protection Water Supply.
 - c. Sanitary Sewer.
 - d. Storm Sewer.



ATTACHMENT "C"

COMPENSATION

A statement will be rendered to you by the 25th day of the month for the work performed that month. Payment will be due by the 10th day of the following month.

A statement will be rendered to you, by the 25th day of the month, for all reimbursable costs for reproduction and related material for that month. Payment will be due by the 10th day of the following month.

Reimbursable costs include and are not limited to: cost of transportation, lodging and board; overnight mail; outside courier service; special presentation boards; multiple copies of Drawings and Specifications outside of the normal interoffice routine.

Other reimbursable expenses will not be incurred without your prior approval.

ATTACHMENT "D"

STANDARD HOURLY RATES
FOR ENGINEERS AND TECHNICAL PERSONNEL

PRINCIPAL	\$230.00
SENIOR VICE PRESIDENT	\$210.00
VICE PRESIDENT	\$195.00
ASSOCIATE VICE PRESIDENT	\$185.00
PROJECT MANAGER	\$170.00
DEPARTMENT HEAD	\$170.00
CONSTRUCTION MANAGEMENT	\$150.00
PROFESSIONAL ENGINEER	\$150.00
GRADUATE ENGINEER	\$135.00
DESIGNER	\$100.00
CAD/REVIT TECHNICIAN	\$85.00
OFFICE STAFF	\$70.00

Rate Table 2022



INFORMAL QUOTES TABULATION FORM

Form version 7.23.2019

INSTRUCTIONS FOR COMPLETION:

- 1) Purchases between \$10,000 and \$49,999.99 require at least three (3) vendor quotes.
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- 5) Upon consideration of all factors, if all quotes meet District needs, the award should be made to the lowest bidder.

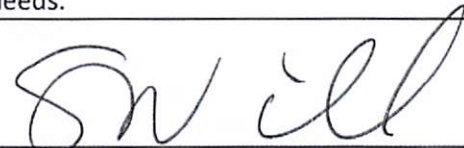
Informal Quote Tabulation Summary

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

Vendor Name:	STEMscopes	Quote Total:	\$167,861.60	Grades K - 5
Summary:	These materials are supplementary to our core Tier I instruction curriculum materials. They will allow the teachers to have all the available resources that accompany STEMscopes. The resource kits have been successfully utilized within the district previously.			
Vendor Name:	EAI Education	Quote Total:	\$69,584.40	Grades K - 5
Summary:	This resource product is designed for small group instruction only rather than Tier I whole class. It is skill based rather than TEKS aligned. It would not correlate with our core Tier I curriculum. This would not meet our needs.			
Vendor Name:	hand2mind	Quote Total:	\$48,021.52	Grades K - 5 / pricing is for 1 kit only
Summary:	This supplemental resource requires multiple kits to be purchased so the cost would be cost prohibitive. It is not aligned to the TEKS. The multiple kits would be cumbersome for teachers to utilize. This is not a good value nor would it meet our needs.			

Vendor Selected: STEMscopes

Name of Person Completing this Form: Sheree Will

Signature: 

Date: 6/2/2022

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



Accelerate Learning Inc.

STEMscopes Quote

Quote/Invoice Number 00076197

Account Name Beaumont Independent School District

Shipping Address 3395 Harrison Ave
Beaumont, Texas 77706-5009
United States

Created Date 5/3/2022

Prepared By Madeline LaRue

MAIL PAYMENTS TO:

Division Accelerate Learning Inc.

Company Address PO BOX 732464
Dallas, 75373-2464

The quantity below represents the total number of students for each grade level.

Product Name	ISBN	Grade	Quantity	Years	List Price	Sales Price	Total Price
TX Math Grade 1 Fluency Builder Resource Kit	978-1-64306-247-1	K-5	48.00	1 Year	\$285.00	\$285.00	\$13,680.00
TX Math Grade 1 Foundations Resource Kit	978-1-64306-245-7	K-5	48.00	1 Year	\$395.00	\$395.00	\$18,960.00
TX Math Grade 2 Fluency Builder Resource Kit	978-1-64306-250-1	K-5	48.00	1 Year	\$320.00	\$320.00	\$15,360.00
TX Math Grade 2 Foundations Resource Kit	978-1-64306-248-8	K-5	48.00	1 Year	\$500.00	\$500.00	\$24,000.00
TX Math Grade 3 Fluency Builder Resource Kit	978-1-64306-168-9	K-5	29.00	1 Year	\$290.00	\$290.00	\$8,410.00
TX Math Grade 3 Foundations Resource Kit	978-1-64306-166-5	K-5	29.00	1 Year	\$475.00	\$475.00	\$13,775.00
TX Math Grade 4 Fluency Builder Resource Kit	978-1-64306-171-9	K-5	25.00	1 Year	\$345.00	\$345.00	\$8,625.00
TX Math Grade 4 Foundations Resource Kit	978-1-64306-169-6	K-5	25.00	1 Year	\$500.00	\$500.00	\$12,500.00
TX Math Grade 5 Fluency Builder Resource Kit	978-1-64306-174-0	K-5	18.00	1 Year	\$240.00	\$240.00	\$4,320.00
TX Math Grade 5 Foundations Resource Kit	978-1-64306-172-6	K-5	18.00	1 Year	\$405.00	\$405.00	\$7,290.00
TX Math Grade K Fluency Builder Resource Kit	978-1-64306-244-0	K-5	48.00	1 Year	\$225.00	\$225.00	\$10,800.00
TX Math Grade K Foundations Resource Kit	978-1-64306-242-6	K-5	48.00	1 Year	\$430.00	\$430.00	\$20,640.00

Subtotal \$158,360.00

Shipping \$9,501.60

Order Total \$167,861.60



INFORMAL QUOTES TABULATION FORM

Form version 7.23.2019

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- 5) Upon consideration of all factors, if all quotes meet District needs, the award should be made to the lowest bidder.

Informal Quote Tabulation Summary

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

Vendor Name:	McGraw Hill	Quote Total:	\$67,200.00	Texas Study Sync
Summary:	This product is self paced program used to provide services for ELAR in secondary grades. It will target gaps in students learning and provide practice for mastery. This product has been successfully utilized within the district previously and we want to expand the offering.			
Vendor Name:	ESC Learning Systems	Quote Total:	\$74,603.00	Digital STAAR Master
Summary:	This product is very similar to Study Sync but is more generic in that it encompasses only English I and II. The cost is also higher for this product as compared to Texas Study Sync. This would not meet our needs as well as Texas Study Sync.			
Vendor Name:	SIRIUS Educaiton Solutions	Quote Total:	\$64,000.00	E1SEO
Summary:	This program targets only English I and II and is not as robust, in our opinion, as Study Sync. It would meet some needs but not all. The cost is somewhat lower than Study Sync so it is not the best choice due to the limited scope of courses offered.			

Vendor Selected: McGraw Hill

Name of Person Completing this Form: D'Lana Barbay

Signature:

Date:

D'Lana Barbay
5/20/2022

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



Because learning changes everything.®

QUOTE PREPARED FOR:

Beaumont Ind Sch Dist
4315 CONCORD
BEAUMONT, TX 77703-1801
ACCOUNT NUMBER: 411288

CONTACT:

Jacob Jett
jjett@bmtisd.com
(409) 899-9972

VALUE OF ALL MATERIALS	\$68,964.00
FREE MATERIALS	(\$1,764.00)
PRODUCT TOTAL*	\$67,200.00
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$67,200.00

SUBSCRIPTION/DIGITAL CONTACT:

Jacob Jett
jjett@bmtisd.com
(409) 899-9972

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

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ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: (800) 338-3987 | Fax: (800) 953-8691

QUOTE DATE 04/28/2022
QUOTE NUMBER BNELS-04282022-025

ACCOUNT NAME: Beaumont Ind Sch Dist
ACCOUNT #: 411288

EXPIRATION DATE 06/12/2022
PAGE # 3



Because learning changes everything.

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Texas StudySync					
STUDYSYNC GRADE 9 TEXAS STUDENT ONLINE 1 YEAR SUBSCRIPTION	978-0-07-699925-5	1700	\$21.00	\$0.00	\$35,700.00
STUDYSYNC GRADE 9 TEXAS TEACHER ONLINE 1 YEAR SUBSCRIPTION	978-0-07-699926-2	26	\$36.00	\$936.00	*Free Materials
STUDYSYNC GRADE 10 TEXAS STUDENT ONLINE 1 YEAR SUBSCRIPTION	978-0-07-699927-9	1500	\$21.00	\$0.00	\$31,500.00
STUDYSYNC GRADE 10 TEXAS TEACHER ONLINE 1 YEAR SUBSCRIPTION	978-0-07-699928-6	23	\$36.00	\$828.00	*Free Materials
Texas StudySync Subtotal:				\$1,764.00	\$67,200.00

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QUOTE ANALYSIS FORM

Form version 7.23.2019

INSTRUCTIONS FOR COMPLETION:

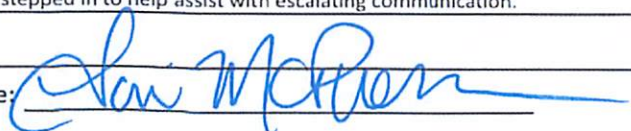
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Quote Analysis Summary			
All awards should be made based on "Best Value" to the District. Please write a short summary below of each the vendor was chosen or denied.			
Vendor Name:	CDW Zoom	Quote Total:	\$ 68,399.00
Summary:	This zoom license covers all of our teachers, admins, and other staff members to have extended-feature Zoom accounts. Also purchased are large meeting license of 1,000 participants and video webinar of 5,000 participants.		
Vendor Name:	Microsoft 0365	Quote Total:	\$ 103,680.00
Summary:	This is the cost of Microsoft O365 license for staff-level A3 users. With this level of license, the free 20,0000 A3 student licenses and A1 auxillary licenses, MS TEAMS messaging and meeting platform is included in this licensing purchase as part of the O365 suite.		
Vendor Name:	Bluejeans	Quote Total:	\$ 399,840.00
Summary:	This is a standard pricing for Bluejeans from their website. Bluejeans will not quote us without another product demo. We have demo'd the product in the past and quoted but did not purchase and they will no longer quote or speak to us without standing up another product demonstration.		

Vendor Selected: CDW Zoom

Selection Justification: We are extremely happy and familiar with the Zoom product. CDW has been a great resource as the reseller when working between the
the district and zoom. Anytime we have needed anything, CDW has stepped in to help assist with escalating communication.

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.

BILL OF MATERIALS

Budgetary Renewal		Today's Date	5/31/2022	☒ Auto Renew	AUTO RENEW IS ON	
Partner	CDW	Quote Expiration Date	6/30/2022	Zoom AE:	Jon Beekman	
Customer	Beaumont ISD	Renewal Term Date	7/15/2022 - 7/15/2023	Zoom AE email:	jon.beekman@zoom.us	


PEOPLE WHO GET IT

	Initial Term (months)	Renewal Term (months)	Billing Frequency	Product Category	Part Number (SKU)	Product Description	Tier	Tier Start	Tier End	Quantity	SKU Pricing	Partner Requested Per Unit Price	Extended Cost
1.	12	12	Paid Annually	Zoom Education	PAR5-EDU-BASE-NH1Y	EDU - NH 1 Year Prepay	5	2000	2999	2500	\$18.00	\$17.00	\$42,500.00
2.	12	12	Paid Annually	Large Meetings	PARI-LMR-1K-NH1Y	Large Meeting 1,000 - NH 1 Year Prepay	1	1	49	1	\$1,080.00	\$999.00	\$999.00
3.	12	12	Paid Annually	Video Webinar	PARI-WEB-5000-FL1Y	Video Webinar 5,000 - Annually	1	N/A	N/A	1	\$24,900.00	\$24,900.00	\$24,900.00
4.													
5.													

Additional Information										Sale Price Totals		
Zoom End User License Agreement										Extended Total Cost		\$68,399.00



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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:	Big Rock Educational Services	Quote Total:	\$282,700
Summary:	Systems creation for classroom rigor training and monitoring, professional development, with coaching and implementation. Face to face and virtual activity for the 2022-23 school year for four campuses.		
Vendor Name:	Instruction Partners	Quote Total:	\$ 499,903.00
Summary:	Face to face and virtual coaching providing district level and campus level supports for strategic planning, professional development, instructional coaching, progress monitoring, as well as ELA and Math supports for the 2022-23 school year for seven campuses.		
Vendor Name:	Transcend	Quote Total:	\$16,400
Summary:	Coaching support in the areas of blended learning, HQIM, SEL, Extended School year/school day, and high dosage tutoring servicing one campus for an eight week period.		

Vendor Selected: Big Rock Educational Services

Selection Justification: The chosen vendor has already established a pathway to the work quoted as well as demonstrated capacity to fill the needs of the designated campuses.

Name of Person Completing this Form: Anetra Cheatham

Signature: 

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



Proposal of Services for:

Beaumont ISD
3395 Harrison Avenue
Beaumont, TX 77706

Prepared By

Big Rock Educational Services
701 Commerce St., Suite 810
Dallas, TX 75202

Breakdown of Services

Service 1 Systems Creation

Objective

- Big Rock Educational Services (BRES), in close collaboration with Beaumont ISD leadership, creates/revises all big rock documents, frameworks, rubrics, trackers, exemplars, etc. to support successful implementation of the following big rocks at:
 - Regina-Howell Elementary
 - Roy Guess Elementary
 - Pietzsch MacArthur Elementary
 - West Brook High School

Big Rock	Action Items	Metrics for Success
Classroom Rigor: I/WE/YOU	➤ planning ➤ execution	➤ 1 to 2 of the leadership team members (4 grade levels/subjects) score ≥ 3.5 (4-point scale) on Classroom Rigor Planning Meeting (CRPM) Rubric steps 5 – 6 (I DO script, I DO practice) ➤ selected teachers score ≥ 3.5 (4-point scale) on Classroom Rigor Trajectory, level 3 (I/WE/YOU alignment)
Classroom Rigor: Aggressive Monitoring	➤ planning ➤ execution	➤ 1 to 2 of the leadership team members (4 grade levels/subjects) score ≥ 3.5 (4-point scale) on Classroom Rigor Planning Meeting (CRPM) Rubric step 7 (Aggressive Monitoring) ➤ selected teachers score ≥ 3.5 (4-point scale) on Classroom Rigor Trajectory, levels 4-5 (Aggressive Monitoring, data collection & intervention)

Timeline

- Upon approval of purchase order/contract – June 2022
(Exact dates to be determined by BRES and Beaumont ISD leadership)

Communication & System Delivery Logistics

- Ongoing calls with BRES and Beaumont ISD leadership, call outcomes: *
 - understanding of campus/district priorities and project vision
 - defining action steps and cadence for BRES to draft documents for the big rocks listed above
 - district/campus leadership providing feedback on document drafts
 - BRES revises and completes final draft

* BRES to email campus/district leadership document drafts the night before each subsequent phone call

Service 2 Initial Summer Professional Development

Objective

- BRES provides 2 days of professional development (PD) to 4-6 selected campus and district leadership team members per campus. The purpose of the Initial Summer PD is to teach the leadership team how to implement the big rocks created in *Service 1 Systems Creation* and begin the process of implementation.

Timeline

- June 2022 – August 2022 (Exact dates to be determined by BRES and campus/district leadership)

Initial Summer PD Planning & Delivery

- Teaching the content, and utilizing the PD documents designed by BRES in *Service 1 Systems Creation* with input from campus/district leadership, BRES delivers 2 days of on-site initial summer PD.

Service 3 On-going Coaching & Implementation

Objective

- BRES provides 16 days of a combination of on-site and virtual coaching with each campus leadership team, for a total of 64 days, to ensure implementation of the big rocks and action steps outlined in the table in the *Service 1 Systems Creation* section.

Timeline

- August 2022 to May 2023 (Exact dates to be determined by BRES and campus/district leadership)

Coaching Logistics

- Each weekly coaching session will utilize one or more of the components of the *BRES Effective Coaching Framework* (attached):
 - teach
 - observe & debrief
 - co-plan

Communication & Follow-up

- Each weekly coaching session ends with the follow-up component of the *BRES Effective Coaching Framework* completed:
 - action steps clearly defined with person(s) responsible
 - timeline for implementation established
 - next weekly coaching session calendared
- All action steps, pertinent data, and progress to goals captured electronically and sent to all members of the campus leadership team and principal manager

Principal Manager Check-ins

- BRES to provide bi-weekly 30-minute check-ins with each campus principal manager to ensure successful implementation of the big rocks.
- The check-ins will be scheduled and calendared in advance of the school year outlined in the *Ongoing Coaching & Implementation Scope & Sequence* document.
- **Project Cost: \$282,700** (includes planning, delivery and expenses)



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Vendor Name:	Transcend	Quote Total:	\$16,400
Summary:	Coaching support in the areas of blended learning, HQIM, SEL, Extended School year/school day, and high dosage tutoring servicing one campus for an eight week period.		

Vendor Selected: Instruction Partners

Selection Justification: The chosen vendor has already established a pathway to the work quoted as well as demonstrated capacity to fill the needs of the designated campuses.

Name of Person Completing this Form: Anetra Cheatham

Signature: _____

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

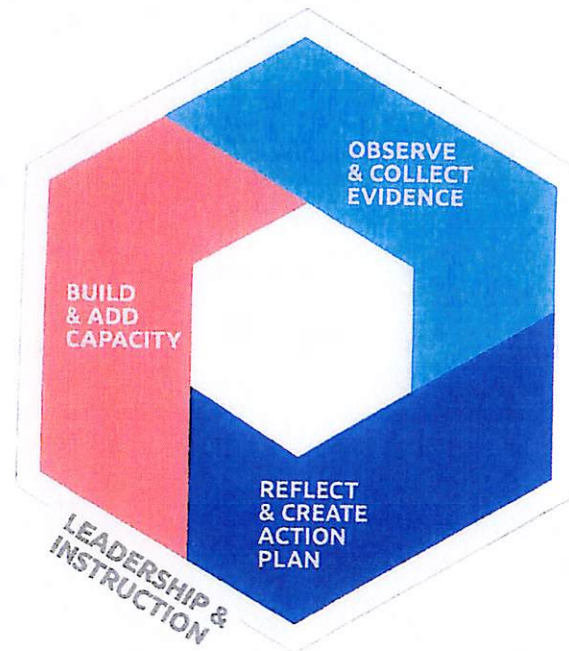
Proposal for Partnership

Beaumont Independent School District | May 4, 2022

Instruction Partners helps instructional leaders strengthen sustainable, content-specific professional learning systems so that teachers can deliver exceptional Tier 1 instruction that addresses every student's learning needs. Our partnership model focuses on supporting schools through recurring cycles of improvement, grounded in the needs of priority students and bookended by a beginning-of-year launch and end-of-year review.

Build and add capacity

Tailored, context-specific support for teachers, coaches, and leadership teams, aligned to your action plan and adjusted based on continuous progress monitoring



Observe and collect evidence

- Classroom walkthroughs
- Teacher focus groups
- Implementation data
- Professional learning structures

Reflect and create action plan

- Observation and data debrief, grounded in priority students
- Root cause analysis
- Determine focus of work and progress monitoring metrics

Our team can serve as a meaningful support anchor to help Beaumont's leaders strengthen the coherence between the district's instructional vision and school leaders' ability to effectively drive, support, and progress monitor PLCs as well as strengthen teacher development to accelerate student learning. We seek to engage, support, and significantly add capacity to members of the executive leadership team in an effort to enable them to more rapidly cultivate the conditions necessary for school leaders to effectively accelerate teacher and student learning.

We seek to support Beaumont's executive leadership team as they operationalize their Instructional Playbook to establish a coherent foundation of collaborative and professional learning that accelerates teacher development and ensures student growth and achievement. Our campus support will focus on the learning and practices before, during and after PLCs for leadership teams to facilitate strong PLCs to provide feedback and to inform teacher planning and internalization. Principals, Assistant Principals, and reading/math coaches are included in campus-based support in order to ensure alignment and build capacity for campus leaders to support teachers during PLCs.

Together, we can deepen our impact at the 4 original schools (Amelia, Vincent, Charlton-Pollard and Caldwood) and expand our partnership with 4 additional schools. To ensure coherence, we aspire to continue our coaching and support of district executive leaders and the district academics team. Within our partnership, our team is extremely excited to create a collaborative learning space that provides principals and APs the opportunity to deepen their instructional leadership knowledge and skills within a cohort.

The following proposal outlines our suggestions for how we can partner with you to achieve your aspirations for the 2022–23 school year. As a nonprofit organization, we price our partnerships based on the depth, duration, frequency, and method of delivery for the services we provide.

District-level support¹

Service	Description	Participants	Option
District-Level Support: Strategic Planning	On-site strategic planning days for district leaders to develop and maintain expectations, roles and responsibilities, vision setting for PLC and coaching, and structures for progress monitoring	Executive Leadership Team District Academics Team	8 on-site days (4 for ELT, 2 per content for district academics team)
Professional development	Principal/Assistant Principal combined cohort sessions	Principals/Assistant Principals	1 on-site session (5 hours) 2 virtual sessions (90 minutes each)
Executive coaching support	- One-on-ones (O3s) with ELA and math leaders (40 hours) - One-on-ones (O3s) with Director of PD and team (40 hours) - One-on-ones (O3s) with Executive-level leaders - coaching and co-planning (20 hours)	District ELA and math leaders, Director of PD and team, Executive-level leaders	100 virtual support hours
Step-back sessions	Quarterly virtual sessions with the district academics team to monitor progress of partnership and align district supports	District Academics Team	4 virtual sessions (90 minutes each)
Total cost of services			\$90,696

¹ The proposal options outlined here are valid for thirty days from the date noted on the first page of this document.



School-level support²

Service	Description	Participants	Option
Partnership launch meetings	Context and relationship-building meetings to build a shared understanding of our work together	Instructional Leadership Team (Principal, Assistant Principals, reading/math coaches)	1-2 virtual sessions
Diagnosing the state of Instruction across ELA and math	2 instructional walkthroughs (6-7 schools in total) - Teacher focus groups - Professional learning system diagnostic - Debrief report - Action planning based on identified needs	Instructional Leadership Team (Principal, Assistant Principals, Campus-based reading/math coaches, district academic team members)	1 in-person, 1 virtual per school
Progress monitoring	1 mid-year mini instructional diagnostic 2 meetings to gauge progress towards action plan goals	Instructional Leadership Team (Principal, Assistant Principals, reading/math Coaches, district academic team members)	3 virtual sessions per school
ELA support	Capacity building support to meet the goals of action plans	Reading Coach (District RLA Leader and campus leaders as much as possible)	2 on-site days, 20 virtual support hours per school
Math support	Capacity building support to meet the goals of action plans	Reading Coach (District RLA Leader and campus leaders as much as possible)	2 on-site days, 20 virtual support hours per school
Total cost of services for 6 schools			\$409,207
Total cost of services for 7 schools			\$476,638

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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:	Elevate K-12	Quote Total:	\$ 624,000.00
Summary:	Virtual Instruction - English and Math, 24 periods of each with a reach of up to 1400 students. Cost per student is \$445.71 per class.		
Vendor Name:	Mathnasium	Quote Total:	\$ 700,000.00
Summary:	Virtual Instruction - Math only for 1,400 students. Cost per student is \$500.00 per hour.		
Vendor Name:	UT High School	Quote Total:	\$728,000
Summary:	Virtual Instruction - English and Math. Cost per student per class is \$520.00		

Vendor Selected: Elevate K-12

Selection Justification: Elevate K-12 offers both Math and English. The cost per student is lower than Mathnasium or UT High School.

Name of Person Completing this Form: Derwin Samuels

Signature: Derwin Samuels, Jr.

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

ELEVATE K-12

**BEAUMONT ISD - BEAUMONT UNITED HS &
WESTBROOK HS**

CLASSROOM INSTRUCTION: MATH & ENGLISH
GRADES: 9TH-12TH

PROPOSAL
06/06/2022

Tier 1 Live Streaming Online Instruction



School Year 2022-2023

Tier 1	Beaumont ISD	Beaumont ISD
Instructor:Student Ratio	1:30	1:30
Subjects	Math	English
Grades	9th-12th	9th-12th
Classroom Manager (paraprofessional)	Provided by school, trained and managed by Elevate K-12	Provided by school, trained and managed by Elevate K-12
# of Periods	24 Periods (45-60 minutes)	24 Periods (45-60 minutes)
Cost per Period	\$13,000	\$13,000
Length of Program	2022-2023 Full Academic Year	2022-2023 Full Academic Year

Tier 1 Live Streaming Online Instruction

	Scope of Services (Detail)
Description	High Quality Live Streaming Instruction for Tier 1 Classes
Agreement Dates	June 06, 2022 to May 27, 2023
Current Academic Year Dates	August 17, 2022 to May 27, 2023
Weekly Format of Class	5 days per week (1x/month assessment or project based)
Content Area and Grade Levels	Content Areas: Math & English
Elevate K-12 Staff Provided	❖ High-quality live, online instructors assigned as Teacher of Record ❖ 1 Academic Performance Manager (APM) is located virtually within each online class ❖ 1 Operations Manager will be assigned for implementation support and program management
Customer Staff Provided	1 Classroom Manager (paraprofessional) for each class period 1 Point of Contact for implementation and operation
Equipment Provided by Customer ("Customer Equipment")	Classroom space, projector, screen, adequate internet access and bandwidth
Equipment Provided by Elevate K-12 ("Elevate Standard Equipment")	speakers, microphone, camera
TOTAL BUDGET AMOUNT	\$624,000 (Based on equivalent of 48 periods at 45-60 minutes per period, and subject to change based on number of periods)

Tier 1 Live Streaming Online Instruction

Program Details

Congratulations! You are on your way to investing in high-quality live streaming online instruction for your students. We are thrilled with the opportunity to partner with true visionaries like you. Elevate K-12 is a unique and powerful program. We have created a live streaming online school within your actual school, designed to help students achieve their true potential and learn the skills and concepts that will support their future educational achievements. Our program closely monitors the progress of every student individually so that we can help increase their understanding, their test scores and support their specific needs.

Beaumont ISD is investing in a high-quality live streaming online instruction program for a maximum number of students in each class for the specified content area(s). The Elevate K-12 large group class will be delivered online to the students through web (Elevate K-12 online platform) and the students will be in school during the class. The class will be delivered as a full semester program Monday through Friday. The Elevate K-12 class will be a blend of live streaming online instruction and project based learning opportunities.

The Total Budget includes the following for each classroom:

Overall Class Structure:

- The overall class structure will be a mix of
 - Live streaming online instruction delivery
 - Fun live activities

Live Online Instruction Delivery:

- The live online classroom will be delivered via web (Elevate K-12 online platform) in an actual school classroom.
- Each classroom and group will maintain the same dedicated instructor throughout the duration of the class unless a change is requested, or the instructor has an emergency leave.
- Each instructor undergoes rigorous training in the content area and specifically on effective live online instruction.
- The live online instructor will meet the certification requirements as stated by the school. Instructors will either be certified in the state, eligible for certification in the state, or certified in another state.

Quality and Project Management:

- Elevate K-12 will assign one Operations Manager (OM) for the School District Program held at designated School(s).
- District will assign one Classroom Manager (CM) to each classroom.

Tier 1 Live Streaming Online Instruction

- A Virtual Academic Performance Manager (APM) will monitor the performance of the instruction sessions virtually. Elevate K-12 assigns the APM.
- Each school must dedicate one school point of contact for the OM and APM.
- The various managers are dedicated to the program to ensure a strong fidelity of implementation.
- Elevate K-12 will also share periodic reports and information on student progress.

Equipment:

- **Elevate K-12 will provide:** speakers, camera, microphone(s), headsets (optional)
- **School will provide:** large screen, projector.

Progress Monitoring:

- The schools will be able to track student progress.
- The dedicated Elevate K-12 POC will also share periodic information with the school.

Program Information and Implementation:

- Generally it takes 2 weeks total for planning and implementation. Elevate K-12 will need 2 weeks for class and technology set up.
- We would like to complete all installations and pre-assessments as soon as possible. The school must provide all information about the program including:
 - Desired start date
 - Number of sessions or program dates/length
 - Number of students
 - Instructional ratio
 - Content areas
 - Grade levels
 - The technology set up at the school (Schools with no student laptops/desktops cannot use Tier 1)
 - Any hiring special needs, like certification or fingerprinting

Tier 1 Live Streaming Online Instruction

Classes List

ELEVATE K-12			Live Course Offerings			A wide variety of courses from Elementary to High School. All designed by our curriculum team.		
ELEMENTARY SCHOOL	MATH		WORLD LANGUAGES		CAREER TECH / STEM			
	Math Grade 4 Math Grade 5		Spanish Enrichment French Enrichment		Coding Enrichment Grade 3 Coding Enrichment Grade 4 Coding Enrichment Grade 5			
MIDDLE SCHOOL	MATH		ENGLISH		SOCIAL STUDIES			
	Math Grade 6 Math Grade 7 Math Grade 8		ELA Grade 6 ELA Grade 7 ELA Grade 8		Social Studies US Government/Civics US History World History US Geography			
HIGH SCHOOL	WORLD LANGUAGES		SCIENCE		CAREER TECH / STEM			
	Spanish 1 Spanish 2 French 1 French 2 German 1 German 2		American Sign Language 1 American Sign Language 2 Science Grade 9 Science Grade 10 Science Grade 11 Science Grade 12		Computer Science 1 Computer Science 2 Cybersecurity 1 Cybersecurity 2 Coding 1 Coding 2			
	MATH		ENGLISH		SOCIAL STUDIES			
	Algebra 1 Algebra 2 Co-ordinate Algebra Foundations of Algebra Geometry		Pre-Calculus Calculus Support Algebra Support Geometry ELA - 9 ELA - 10 ELA - 11 ELA - 12		Economics US Government/Civics US History World History US Geography World Geography			
	WORLD LANGUAGES		SCIENCE		CAREER TECH / STEM			
	Spanish 1 Spanish 2 French 1 French 2 German 1 German 2		American Sign Language 1 American Sign Language 2 Physics Chemistry Biology Earth/Physical Science		Computer Science 1 Computer Science 2 Cybersecurity 1 Cybersecurity 2 Coding 1 Coding 2			

Payment terms:

Upon signature of Agreement, Customer will issue an Order Form for the Services to be delivered during the Academic Year. Customer agrees to the following payment terms, as reflected by selecting one option below:

- Full invoice for the balance for current Academic Year prepared and sent in conjunction with the signing of Agreement (2% discount for payment of the total academic year programs within 30 days of invoicing).
- Other options available as per MSA

For any questions please contact:

Rep Name: Brayan Sandoval Gomez

Email: brayan.sandovalgomez@elevatelearning.com

Cell: (872) 333-8971

We look forward to partnering with you to serve your students!



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- 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.

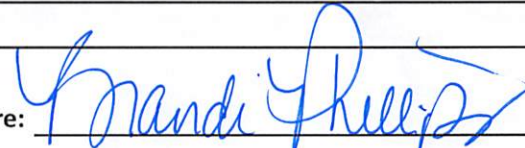
Quote Analysis Summary			
All awards should be made based on "Best Value" to the District. Please write a short summary below of each the vendor was chosen or denied.			
Vendor Name:	Cengage	Quote Total:	\$76,364.76 Algebra 1 and Algebra 2 (both 1 year online subscriptions)
Summary:			
Vendor Name:	NA	Quote Total:	
Summary:			
Vendor Name:	NA	Quote Total:	
Summary:			

Vendor Selected: Cengage

Selection Justification: Current adoption has expired, but this is for gap year coverage. Next adoption for math projected in 2026.

Teachers and supervisor are happy with the current curriculum and do not wish to change.

Name of Person Completing this Form: Brandi Phillips, IMA Coordinator

Signature: 

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



To place your order: select [Submit Customer Purchase Order Here](#)

Confidential Price Quote (6026153)

[Submit Customer Purchase Order Here](#)

5/31/2022

Pricing on this Proposal Guaranteed: **10/6/2022**

Presented To: Gaylynn Guillory, s.gguill1@bmtisd.com

Prepared By: Teresa Dossman, (713) 299-5302, teresa.dossman@cengage.com

SHIP TO: BEAUMONT IND
SCHOOL DISTRICT
Gaylynn Guillory
3395 HARRISON AVE
BEAUMONT, TX 77706
USA

BILL TO: BEAUMONT IND
SCHOOL DISTRICT
Gaylynn Guillory
3395 HARRISON AVE
BEAUMONT, TX 77706
USA

Cengage Learning
ATTN: Order Fulfillment
10650 Toebben Drive
Independence, KY 41051
(800) 354-9706

<http://NGL.Cengage.com/CustomerSupport>

[View Quote in CAD](#)

Quoted Products: Math-Alg 1-2Gap Year

Qty	Update Qty	Product	Price	Quoted Price	Total
1750		Algebra 1 with CalcChat & CalcView Online Student Resources (1 year) Larson 1st Edition [K12, 2022] 9781647270001 / 1647270006	\$21.53	\$21.53	\$37,677.50
1628		Algebra 2 with CalcChat & CalcView Online Student Resources (1 year) Larson/Boswell 1st Edition [K12, 2022] 9781647271664 / 1647271665	\$21.53	\$21.53	\$35,050.84

Sub-Total: \$72,728.34

Processing Fee: \$3,636.42

TOTAL: \$76,364.76

[Submit Customer Purchase Order Here](#)

Thank you for your interest in Cengage Learning products.

All information embodied in this document is strictly confidential and may not be duplicated or disclosed to third parties outside recipient's organization without prior written consent of Cengage Learning.



Board Exhibit Cover Sheet

Meeting Date: June 16, 2022

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

Agenda Item Title: Accept Application of Linde Inc. for an Appraised Value Limitation on Qualified Property

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Mali Hanley with O'Hanlon, Demerath & Castillo

Executive Summary: Discussion and possible action to accept the Application of Linde, Inc. for an Appraised Value Limitation on Qualified Property, to authorize the Superintendent to review the Application for completeness and submit to the Comptroller, and to authorize the Superintendent to enter into any agreement to extend the deadline for Board action beyond 150 days, subject to Board ratification.

Recommendation: Accept the Application of Linde, Inc. for an Appraised Value Limitation on Qualified Property, to authorize the Superintendent to review the Application for completeness and submit to the Comptroller, and to authorize the Superintendent to enter into any agreement to extend the deadline for Board action beyond 150 days, subject to Board ratification

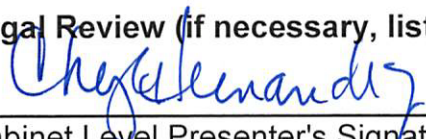
Budget Impact* (if applicable):

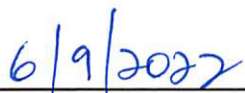
Funding Source (if applicable):

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



**Estimated Financial Impact of the Linde Inc.
Chapter 313 Property Value Limitation Request Submitted to Beaumont ISD**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
Year of Agreement	School Year	Project Taxable Value for M&O If No Limitation	Project Taxable Value for M&O With Limitation	Assumed M&O Tax Rate	Tax Savings To Company	<u>ESTIMATED</u> Revenue Protection Payment	Estimated Net Tax Benefits	<u>MAXIMUM</u> Supplemental Payment	Total Negotiated Payments to School District	Potential Company Tax Benefit
QTP1	2024-25	\$127,500,000	\$127,500,000	\$0.9089	\$0	\$0	\$0	\$1,528,879	\$1,528,879	-\$1,528,879
QTP2	2025-26	\$280,000,000	\$280,000,000	\$0.9089	\$0	\$0	\$0	\$1,528,879	\$1,528,879	-\$1,528,879
VL1	2026-27	\$959,310,000	\$30,000,000	\$0.9089	\$8,446,499	-\$8,724,087	-\$277,588	\$1,528,879	\$10,252,966	-\$1,806,467
VL2	2027-28	\$892,158,300	\$30,000,000	\$0.9089	\$7,836,157	\$0	\$7,836,157	\$1,528,879	\$1,528,879	\$6,307,278
VL3	2028-29	\$829,707,219	\$30,000,000	\$0.9089	\$7,268,539	\$0	\$7,268,539	\$1,528,879	\$1,528,879	\$5,739,660
VL4	2029-30	\$771,627,714	\$30,000,000	\$0.9089	\$6,740,654	\$0	\$6,740,654	\$1,528,879	\$1,528,879	\$5,211,776
VL5	2030-31	\$717,613,774	\$30,000,000	\$0.9089	\$6,249,722	\$0	\$6,249,722	\$1,528,879	\$1,528,879	\$4,720,843
VL6	2031-32	\$667,380,810	\$30,000,000	\$0.9089	\$5,793,154	\$0	\$5,793,154	\$1,528,879	\$1,528,879	\$4,264,275
VL7	2032-33	\$620,664,153	\$30,000,000	\$0.9089	\$5,368,546	\$0	\$5,368,546	\$1,528,879	\$1,528,879	\$3,839,668
VL8	2033-34	\$577,217,662	\$30,000,000	\$0.9089	\$4,973,661	\$0	\$4,973,661	\$1,528,879	\$1,528,879	\$3,444,783
VL9	2034-35	\$536,812,426	\$30,000,000	\$0.9089	\$4,606,418	\$0	\$4,606,418	\$1,528,879	\$1,528,879	\$3,077,539
VL10	2035-36	\$499,235,556	\$30,000,000	\$0.9089	\$4,264,882	\$0	\$4,264,882	\$1,528,879	\$1,528,879	\$2,736,003
VP1	2036-37	\$464,289,067	\$464,289,067	\$0.9089	\$0	\$0	\$0	\$1,528,879	\$1,528,879	-\$1,528,879
VP2	2037-38	\$431,788,832	\$431,788,832	\$0.9089	\$0	\$0	\$0	\$1,528,879	\$1,528,879	-\$1,528,879
VP3	2038-39	\$401,563,614	\$401,563,614	\$0.9089	\$0	\$0	\$0	\$1,528,879	\$1,528,879	-\$1,528,879
VP4	2039-40	\$373,454,161	\$373,454,161	\$0.9089	\$0	\$0	\$0			\$0
VP5	2040-41	\$347,312,370	\$347,312,370	\$0.9089	\$0	\$0	\$0			\$0
TOTALS					\$61,548,232	-\$8,724,087	\$52,824,145	\$22,933,181	\$31,657,268	\$29,890,965

QTP = Qualifying Time Period
VL = Value Limitation
VP = Viable Presence

Fully taxable for I&S

Loss of M&O taxes plus Tier II state aid would have earned on those taxes

Actual amount and when paid is negotiated during Agreement process

% Gross Tax Savings **51.4%** **48.6%**

Future legislative action on school funding could potentially affect the impact of the value limitation on the school district's finances and result in revenue-loss estimates that differ from the estimates presented in this table.

APPLICATION TAB ORDER FOR REQUESTED ATTACHMENTS

ATTACHMENT	
1	Sections 1-16
2	Proof of Payment of Application Fee
3	Documentation of Combined Group membership under Texas Tax Code 171.0001(7), history of tax default, delinquencies and/or material litigation <i>(if applicable)</i>
4	Detailed description of the project
5	Documentation to assist in determining if limitation is a determining factor
6	Description of how project is located in more than one district, including list of percentage in each district and, if determined to be a single unified project, documentation from the Office of the Governor <i>(if applicable)</i>
7	Description of Qualified Investment
8	Description of Qualified Property
9	Description of Land
10	Description of all property not eligible to become qualified property <i>(if applicable)</i>
11	Maps that clearly show: a) Project boundary and project vicinity, including county and school district boundaries b) Qualified investment including location of tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period c) Qualified property including location of new buildings or new improvements d) Any existing property within the project area e) Any facilities owned or operated by the applicant having interconnections to the proposed project f) Location of project, and related nearby projects within vicinity map g) Reinvestment or Enterprise Zone within vicinity map, showing the actual or proposed boundaries and size Note: Maps should be high resolution files. Include map legends/markers.
12	Request for Waiver of Job Creation Requirement and supporting information <i>(if applicable)</i>
13	Calculation of non-qualifying wage target and two possible qualifying job wage requirements with TWC documentation
14	Schedules A1, A2, B, and C completed and signed Economic Impact <i>(if applicable)</i>
15	Economic Impact Analysis, other payments made in the state or other economic information <i>(if applicable)</i>
16	Description of Reinvestment or Enterprise Zone, including: a) evidence that the area qualifies as an enterprise zone as defined by the Governor's Office b) legal description of reinvestment zone c) order, resolution or ordinance establishing the reinvestment zone d) guidelines and criteria for creating the zone
17	Signature and Certification page, signed and dated by Authorized School District Representative and Authorized Company Representative <i>(applicant)</i>



TAB 1

Pages 1 through 9 of application

Application for Appraised Value Limitation on Qualified Property

(Tax Code, Chapter 313, Subchapter B or C)

INSTRUCTIONS: This application must be completed and filed with the school district. In order for an application to be processed, the governing body (school board) must elect to consider an application, but — by Comptroller rule — the school board may elect to consider the application only after the school district has received a completed application. Texas Tax Code, Section 313.025 requires that any completed application and any supplemental materials received by the school district must be forwarded within seven days to the Texas Comptroller of Public Accounts.

If the school board elects to consider the application, the school district must:

- notify the Comptroller that the school board has elected to consider the application. This notice must include:
 - the date on which the school district received the application;
 - the date the school district determined that the application was complete;
 - the date the school board decided to consider the application; and
 - a request that the Comptroller prepare an economic impact analysis of the application;
- provide a copy of the notice to the appraisal district;
- must complete the sections of the application reserved for the school district and provide information required in the Comptroller rules located at 34 Texas Administrative Code (TAC) Section 9.1054; and
- forward the completed application to the Comptroller, separating each section of the documents. See 34 TAC Chapter 9, Subchapter F.

The governing body may, at its discretion, allow the applicant to supplement or amend the application after the filing date, subject to the restrictions in 34 TAC Chapter 9, Subchapter F.

When the Comptroller receives the notice and required information from the school district, and has determined that all assertions of confidentiality are appropriate, the Comptroller will publish all submitted non-confidential application materials on its website. The Comptroller is authorized to treat some application information as confidential and withhold it from publication on the Internet. To do so, however, the information must be segregated and comply with the other requirements set out in the Comptroller's rules. For more information, see guidelines on Comptroller's website.

The Comptroller will independently determine whether the application has been completed according to the Comptroller's rules (34 TAC Chapter 9, Subchapter F). If the Comptroller finds the application is not complete, the Comptroller will request additional materials from the school district. Pursuant to 9.1053(a)(1)(C), requested information shall be provided within 20 days of the date of the request. When the Comptroller determines that the application is complete, it will send the school district a notice indicating so. The Comptroller will determine the eligibility of the project and issue a certificate for a limitation on appraised value to the school board regarding the application by the 90th day after the Comptroller receives a complete application—as determined by the Comptroller.

The school board must approve or disapprove the application not later than the 150th day after the application review start date (the date the application is finally determined to be complete by the Comptroller), unless an extension is granted. The Comptroller and school district are authorized to request additional information from the applicant that is reasonably necessary to issue a certificate, complete the economic impact evaluation or consider the application at any time during the application review period.

Please visit the Comptroller's website to find out more about the program at comptroller.texas.gov/economy/local/ch313/. There are links to the Chapter 313 statute, rules, guidelines and forms. Information about minimum limitation values for particular districts and wage standards may also be found at that site.

SECTION 1: School District Information

1. Authorized School District Representative

June 16, 2022

Date Application Received by District

Dr. Shannon

First Name

Allen

Last Name

Superintendent

Title

Beaumont Independent School District

School District Name

3395 Harrison Avenue

Street Address

3395 Harrison Avenue

Mailing Address

Beaumont

City

TX

State

77706

ZIP

409-617-5001

Phone Number

N/A

Fax Number

N/A

Mobile Number (optional)

spier@bmtisd.com

Email Address

2. Does the district authorize the consultant to provide and obtain information related to this application?



Yes



No

SECTION 1: School District Information *(continued)*3. Authorized School District Consultant *(If Applicable)*

First Name	Dan	Last Name	Casey
Title	Partner		
Firm Name	Moak Casey & Associates		
Phone Number	512-485-7878	Fax Number	N/A
Mobile Number <i>(optional)</i>	N/A	Email Address	dcasey@moakcasey.com

4. On what date did the district determine this application complete?

SECTION 2: Applicant Information

1. Authorized Company Representative *(Applicant)*

First Name	Jeff	Last Name	Barnhard
Title	Vice President, South Region		
Street Address	1585 Sawdust Road, Suite 300		
Mailing Address	The Woodlands		
City	TX	State	77380
Phone Number	281-203-3522	Fax Number	N/A
Mobile Number <i>(optional)</i>	N/A	Business Email Address	jeff.barnhard@linde.com

2. Will a company official other than the authorized company representative be responsible for responding to future information requests? ☒ Yes ☐ No

2a. If yes, please fill out contact information for that person.

First Name	Mike	Last Name	Ashton
Title	Manager - Government Affairs		
Street Address	1585 Sawdust Road, Suite 300		
Mailing Address	The Woodlands		
City	TX	State	77380
Phone Number	281-465-6881	Fax Number	N/A
Mobile Number <i>(optional)</i>	N/A	Business Email Address	Michael.Ashton@linde.com

3. Does the applicant authorize the consultant to provide and obtain information related to this application? ☒ Yes ☐ No

SECTION 2: Applicant Information *(continued)*4. Authorized Company Consultant *(If Applicable)*

Sam	Gregson
First Name	Last Name
Senior Consultant	
Title	
Cummings Westlake LLC	
Firm Name	
(713) 266-4456	N/A
Phone Number	Fax Number
sgregson@cwlp.net	
Business Email Address	

SECTION 3: Fees and Payments

1. Has an application fee been paid to the school district? ☒ Yes ☐ No

The total fee shall be paid at the same time the application is submitted to the school district. Any fees not accompanying the original application shall be considered supplemental payments.

- 1a. If yes, include all transaction information below. Include proof of application fee paid to the school district in **Tab 2**. Any confidential banking information provided will not be publicly posted.

\$90,000	Check
Payment Amount	Transaction Type
Linde Inc.	Beaumont ISD
Payor	Payee

Date transaction was processed

For the purpose of questions 2 and 3, "payments to the school district" include any and all payments or transfers of things of value made to the school district or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the agreement for limitation on appraised value.

2. Will any "payments to the school district" that you may make in order to receive a property tax value limitation agreement result in payments that are not in compliance with Tax Code §313.027(i)? ☐ Yes ☒ No ☐ N/A
3. If "payments to the school district" will only be determined by a formula or methodology without a specific amount being specified, could such method result in "payments to the school district" that are not in compliance with Tax Code §313.027(i)? ☐ Yes ☒ No ☐ N/A

SECTION 4: Business Applicant Information

1. What is the legal name of the applicant under which this application is made? Linde Inc.
2. Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) 10612490507
3. Parent Company Name N/A
4. Parent Company Tax ID N/A
5. NAICS code 325120
6. Is the applicant a party to any other pending or active Chapter 313 agreements? ☒ Yes ☐ No
- 6a. If yes, please list application number, name of school district and year of agreement Linde Inc. was formerly known as Praxair, Inc.
- #217, Port Arthur IS, 2013; #1144, Brazosport ISD, 2019; #1157, La Porte ISD, 2016; Pending Application with Taylor ISD

SECTION 5: Applicant Business Structure

1. Business Organization of Applicant *(corporation, limited liability corporation, etc)* Corporation
2. Is applicant a combined group, or comprised of members of a combined group, as defined by Tax Code §171.0001(7)? ☒ Yes ☐ No
- 2a. If yes, attach in **Tab 3** a copy of the most recently submitted Texas Comptroller Franchise Tax Form No. 05-165, No. 05-166, or any other documentation from the Franchise Tax Division to demonstrate the applicant's combined group membership and contact information.

SECTION 5: Applicant Business Structure *(continued)*

2b. Texas Franchise Tax Reporting Entity Taxpayer Name

Linde Inc.

2c. Reporting Entity Taxpayer Number

10612490507

3. Is the applicant current on all tax payments due to the State of Texas? ☒ Yes ☐ No
4. Are all applicant members of the combined group current on all tax payments due to the State of Texas? ☒ Yes ☐ No ☐ N/A

SECTION 6: Eligibility Under Tax Code Chapter 313.024

1. Are you an entity subject to the tax under Tax Code, Chapter 171? ☒ Yes ☐ No
2. The property will be used for one of the following activities:
- (1) manufacturing ☒ Yes ☐ No
 - (2) research and development ☐ Yes ☒ No
 - (3) a clean coal project, as defined by Section 5.001, Water Code ☐ Yes ☒ No
 - (4) an advanced clean energy project, as defined by Section 382.003, Health and Safety Code ☐ Yes ☒ No
 - (5) renewable energy electric generation ☐ Yes ☒ No
 - (6) electric power generation using integrated gasification combined cycle technology ☐ Yes ☒ No
 - (7) nuclear electric power generation ☐ Yes ☒ No
 - (8) a computer center that is used as an integral part or as a necessary auxiliary part for the activity conducted by applicant in one or more activities described by Subdivisions (1) through (7) ☐ Yes ☒ No
 - (9) a Texas Priority Project, as defined by 313.024(e)(7) and TAC 9.1051* ☐ Yes ☒ No
3. Are you requesting that any of the land be classified as qualified investment? ☐ Yes ☒ No
4. Will any of the proposed qualified investment be leased under a capitalized lease? ☐ Yes ☒ No
5. Will any of the proposed qualified investment be leased under an operating lease? ☐ Yes ☒ No
6. Are you including property that is owned by a person other than the applicant? ☐ Yes ☒ No
7. Will any property be pooled or proposed to be pooled with property owned by the applicant in determining the amount of your qualified investment? ☐ Yes ☒ No

*Note: Applicants requesting eligibility under this category should note that there are additional application and reporting data submission requirements.

SECTION 7: Project Description

1. In **Tab 4**, attach a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information. If the project is an amendment or a reapplication please specify and provide details regarding the original project.
2. Check the project characteristics that apply to the proposed project:
- | | |
|---|--|
| ☒ Land has no existing improvements | ☐ Land has existing improvements <i>(complete Section 13)</i> |
| ☐ Expansion of existing operation on the land <i>(complete Section 13)</i> | ☐ Relocation within Texas |

SECTION 8: Limitation as Determining Factor

1. Does the applicant currently own the land on which the proposed project will occur? ☐ Yes ☒ No
2. Has the applicant entered into any agreements, contracts or letters of intent related to the proposed project? ☐ Yes ☒ No
3. Does the applicant have current business activities at the location where the proposed project will occur? ☐ Yes ☒ No
4. Has the applicant made public statements in SEC filings or other documents regarding its intentions regarding the proposed project location? ☐ Yes ☒ No
5. Has the applicant received any local or state permits for activities on the proposed project site? ☐ Yes ☒ No
6. Has the applicant received commitments for state or local incentives for activities at the proposed project site? ☐ Yes ☒ No
7. Is the applicant evaluating other locations not in Texas for the proposed project? ☒ Yes ☐ No
8. Has the applicant provided capital investment or return on investment information for the proposed project in comparison with other alternative investment opportunities? ☐ Yes ☒ No
9. Has the applicant provided information related to the applicant's inputs, transportation and markets for the proposed project? ☐ Yes ☒ No
10. Are you submitting information to assist in the determination as to whether the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in Texas? ☒ Yes ☐ No

Chapter 313.026(e) states "the applicant may submit information to the Comptroller that would provide a basis for an affirmative determination under Subsection (c)(2)." If you answered "yes" to any of the questions in Section 8, attach supporting information in Tab 5.

SECTION 9: Projected Timeline

NOTE: Only construction beginning after the application review start date (the date the Texas Comptroller of Public Accounts deems the application complete) can be considered qualified property and/or qualified investment.

1. Estimated school board ratification of final agreement September 2022
 2. Estimated commencement of construction March 2023
 3. Beginning of qualifying time period (MM/DD/YYYY) January 1, 2024
 4. First year of limitation (YYYY) January 1, 2026
- 4a. For the beginning of the limitation period, notate which **one of the following** will apply according to provision of 313.027(a-1)(2):
- ☐ A. January 1 following the application date ☐ B. January 1 following the end of QTP
- ☒ C. January 1 following the commencement of commercial operations
5. Commencement of commercial operations December 2025

SECTION 10: The Property

1. County or counties in which the proposed project will be located Jefferson County
2. Central Appraisal District (CAD) that will be responsible for appraising the property Jefferson CAD
3. Will this CAD be acting on behalf of another CAD to appraise this property? ☐ Yes ☒ No
4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:

M&O (ISD): <u>Beaumont ISD; 100%; \$0.9089</u> (Name, tax rate and percent of project)	I&S (ISD): <u>Beaumont ISD; 100%; 0.25261</u> (Name, tax rate and percent of project)
County: <u>Jefferson County; 100%; \$0.363184</u> (Name, tax rate and percent of project)	City: <u>N/A</u> (Name, tax rate and percent of project)
Hospital District: <u>N/A</u> (Name, tax rate and percent of project)	Water District: <u>N/A</u> (Name, tax rate and percent of project)
Other (describe): <u>Port of Beaumont; 100%; \$0.1090</u> (Name, tax rate and percent of project)	Other (describe): <u>Sabine Neches Nav; 100%; \$0.092067</u> (Name, tax rate and percent of project)

SECTION 10: The Property *(continued)*

5. List all state and local incentives as an annual percentage. Include the estimated start and end year of the incentive:

County: N/A
(Incentive type, percentage, start and end year)City: N/A
(Incentive type, percentage, start and end year)Hospital District: N/A
(Incentive type, percentage, start and end year)Water District: N/A
(Incentive type, percentage, start and end year)Other (describe): N/A
(Incentive type, percentage, start and end year)Other (describe): N/A
(Incentive type, percentage, start and end year)

6. Is the project located entirely within the ISD listed in Section 1? ☒ Yes ☐ No
- 6a. If no, attach in **Tab 6** maps of the entire project (depicting all other relevant school districts) and additional information on the project scope and size. Please note that only the qualified property within the ISD listed in Section 1 is eligible for the limitation from this application. Please verify that all information in **Tabs 7 and 8**, Section 11, 12 and 13, and map project boundaries pertain to only the property within the ISD listed in Section 1.
7. Did you receive a determination from the Texas Economic Development and Tourism Office that this proposed project and at least one other project seeking a limitation agreement constitute a single unified project (SUP), as allowed in §313.024(d-2)? ☐ Yes ☒ No
- 7a. If yes, attach in **Tab 6** supporting documentation from the Office of the Governor.

SECTION 11: Texas Tax Code 313.021(1) Qualified Investment

NOTE: The minimum amount of qualified investment required to qualify for an appraised value limitation and the minimum amount of appraised value limitation vary depending on whether the school district is classified as Subchapter B or Subchapter C, and the taxable value of the property within the school district. For assistance in determining estimates of these minimums, access the Comptroller's website at comptroller.texas.gov/economy/local/ch313/.

1. At the time of application, what is the estimated minimum qualified investment required for this school district? \$30,000,000
2. What is the amount of appraised value limitation for which you are applying? \$30,000,000
- Note:** The property value limitation amount is based on property values available at the time of application and may change prior to the execution of any final agreement.
3. Does the qualified investment meet the requirements of Tax Code §313.021(1)? ☒ Yes ☐ No
4. Attach a description of the qualified investment [See §313.021(1).] The description must include:
- a specific and detailed description of the qualified investment you propose to make within the project boundary for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (**Tab 7**);
 - a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your minimum qualified investment (**Tab 7**); and
 - a detailed map of the qualified investment showing location of tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period, with vicinity map (**Tab 11**).
5. Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or §313.053 for Subchapter C school districts) for the relevant school district category during the qualifying time period? ☒ Yes ☐ No

SECTION 12: Texas Tax Code 313.021(2) Qualified Property

1. Attach a detailed description of the qualified property. [See §313.021(2)] The description must include:
- a specific and detailed description of the qualified property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (**Tab 8**);
 - a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your qualified property (**Tab 8**);
 - a map or site plan of the proposed qualified property showing the location of the new buildings or new improvements inside the project area boundaries within a vicinity map that includes school district, county and reinvestment zone boundaries (**Tab 11**); and
 - Will any of the proposed qualified property be used to renovate, refurbish, upgrade, maintain, modify, improve, or functionally replace existing buildings or existing improvements inside or outside the project area? ☐ Yes ☒ No
- Note:** Property used to renovate, refurbish, upgrade, maintain, modify, improve, or functionally replace existing buildings or existing improvements inside or outside the project area cannot be considered qualified property and will not be eligible for a limitation. See TAC §9.1051(16).

SECTION 12: Texas Tax Code 313.021(2) Qualified Property (*continued*)

2. Is the land upon which the new buildings or new improvements will be built part of the qualified property described by §313.021(2)(A)? ☐ Yes ☒ No
- 2a. If yes, attach complete documentation including:
- legal description of the land (**Tab 9**);
 - each existing appraisal parcel number of the land on which the new improvements will be constructed, regardless of whether or not all of the land described in the current parcel will become qualified property (**Tab 9**);
 - owner (**Tab 9**);
 - the current taxable value of the land, attach estimate if land is part of larger parcel (**Tab 9**); and
 - a detailed map showing the location of the land with vicinity map (**Tab 11**).
3. Is the land on which you propose new construction or new improvements currently located in an area designated as a reinvestment zone under Tax Code Chapter 311 or 312 or as an enterprise zone under Government Code Chapter 2303? ☐ Yes ☒ No
- 3a. If yes, attach the applicable supporting documentation:
- evidence that the area qualifies as an enterprise zone as defined by the Governor's Office (**Tab 16**);
 - legal description of reinvestment zone (**Tab 16**);
 - order, resolution or ordinance establishing the reinvestment zone (**Tab 16**);
 - guidelines and criteria for creating the zone (**Tab 16**); and
 - a map of the reinvestment zone or enterprise zone boundaries with vicinity map (**Tab 11**)
- 3b. If no, submit detailed description of proposed reinvestment zone or enterprise zone with a map indicating the boundaries of the zone on which you propose new construction or new improvements to the Comptroller's office within 30 days of the application date.

What is the anticipated date on which you will submit final proof of a reinvestment zone or enterprise zone? October 2022

SECTION 13: Information on Property Not Eligible to Become Qualified Property

1. In **Tab 10**, attach a specific and detailed description of all **existing property within the project boundary**. This includes buildings and improvements existing as of the application review start date (the date the application is determined to be complete by the Comptroller). The description must provide sufficient detail to locate all existing property on the land that will be subject to the agreement and distinguish existing property from future proposed property.
2. In **Tab 10**, attach a specific and detailed description of all **proposed new property within the project boundary that will not become new improvements** as defined by TAC 9.1051. This includes proposed property that: functionally replaces existing or demolished/removed property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property; or is otherwise ineligible to become qualified property. The description must provide sufficient detail to distinguish existing property (statement 1) and all proposed new property that cannot become qualified property from proposed qualified property that will be subject to the agreement (as described in Section 12 of this application).
3. For the property not eligible to become qualified property within the project boundary in response to statements 1 and 2 of this section, provide the following supporting information in **Tab 10**:
- maps and/or detailed site plan;
 - surveys;
 - appraisal district values and parcel numbers;
 - inventory lists;
 - existing and proposed property lists;
 - model and serial numbers of existing property; or
 - other information of sufficient detail and description.
4. Total estimated market value of existing property within the project boundary (that property described in response to statement 1): \$ 0.00
5. In **Tab 10**, include an appraisal value by the CAD of all the buildings and improvements existing as of a date within 15 days of the date the application is received by the school district.
6. Total estimated market value of proposed property not eligible to become qualified property (that property described in response to statement 2): \$ 0.00

Note: Investment for the property listed in statement 2 may count towards qualified investment in Column C of Schedules A-1 and A-2, if it meets the requirements of 313.021(1). Such property cannot become qualified property on Schedule B.

SECTION 14: Wage and Employment Information

1. What is the number of new qualifying jobs you are committing to create? 10
2. What is the number of new non-qualifying jobs you are estimating you will create? (See TAC 9.1051(14)) 0
3. Do you intend to request that the governing body waive the minimum new qualifying job creation requirement, as provided under Tax Code §313.025(f-1)? ☐ Yes ☒ No
- 3a. If yes, attach evidence of industry standard in **Tab 12** documenting that the new qualifying job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards.
4. Attach in **Tab 13** the four most recent quarters of data for each wage calculation below, including documentation from the Texas Workforce Commission website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information available at the time of the application review start date (date of a completed application). See TAC §9.1051(21) and (22). **Note:** If a more recent quarter of information becomes available before the application is deemed complete, updated wage information will be required.
- a. Non-qualified job wages
- average weekly wage for all jobs (all industries) in the county is \$ 1,148.50
- b. Qualifying job wage minimum option §313.021(5)(A)
-110% of the average weekly wage for manufacturing jobs in the county is \$ 2,364.45
- c. Qualifying job wage minimum option §313.021(5)(B)
-110% of the average weekly wage for manufacturing jobs in the region is \$ 1,204.86
5. Which Tax Code section are you using to estimate the qualifying job wage standard required for this project? ☐ §313.021(5)(A) or ☒ §313.021(5)(B)
6. What is the minimum required annual wage for each qualifying job based on the qualified property? \$ 62,652.70
7. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? \$ 62,653.00
8. Will the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? ☒ Yes ☐ No
9. Do you intend to satisfy the minimum qualifying job requirement through a determination of cumulative economic benefits to the state as provided by §313.021(3)(F)? ☐ Yes ☒ No
- 9a. If yes, attach in **Tab 13** supporting documentation from the TWC, pursuant to §313.021(3)(F).
10. Do you intend to rely on the project being part of a single unified project, as allowed in §313.024(d-2), in meeting the qualifying job requirements? ☐ Yes ☒ No
- 10a. If yes, attach in **Tab 6** supporting documentation including a list of qualifying jobs in the other school district(s).

SECTION 15: Economic Impact

1. Complete and attach Schedules A1, A2, B, and C in **Tab 14**. **Note:** Excel spreadsheet versions of schedules are available for download and printing at URL listed below.
2. Attach an Economic Impact Analysis, if supplied by an entity other than the Comptroller's office, in **Tab 15**. (not required)
3. If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, attach a separate schedule showing the amount for each year affected, including an explanation, in **Tab 15**.



TAB 2

Proof of Payment of Application Fee

Please find on the attached page, copy of the check for the \$75,000 application fee to Beaumont Independent School District.



TAB 3

Documentation of Combined Group membership under Texas Tax Code 171.0001(7), history of tax default, delinquencies and/or material litigation (if applicable)

See Attached



Franchise Tax Account Status

As of : 05/24/2022 13:36:54

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

LINDE INC.	
Texas Taxpayer Number	10612490507
Mailing Address	10 RIVERVIEW DR DANBURY, CT 06810-6268
❓ Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	12/08/1988
Texas SOS File Number	0007853006
Registered Agent Name	PRENTICE HALL CORPORATION SYSTEM
Registered Office Street Address	211 E. 7TH STREET SUITE 620 AUSTIN, TX 78701

Texas Franchise Tax Affiliate Schedule

Tcode 13253 Annual

Reporting entity taxpayer number

Report year

Reporting entity taxpayer name

10612490507

2021

LINDE INC. (F/K/A PRAXAIR, INC.)

Reporting entity must be included on Affiliate Schedule. Affiliate reporting period dates must be within combined group's accounting period dates.

1. Legal name of affiliate Zamalight Holdco LLC.		2. Affiliate taxpayer number (if none, use FEI number) 832110425		3. Affiliate NAICS code 325120	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☒	6. Affiliate reporting begin date m m d d y y 010120	7. Affiliate reporting end date m m d d y y 123120		
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) 0 .00			
10. Gross receipts in Texas (before eliminations) 0 .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate LINDE INC. (F/K/A PRAXAIR, INC.)		2. Affiliate taxpayer number (if none, use FEI number) 10612490507		3. Affiliate NAICS code 325120	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☐	6. Affiliate reporting begin date m m d d y y 010120	7. Affiliate reporting end date m m d d y y 123120		
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10. Gross receipts in Texas (before eliminations) .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate PRAXAIR HYDROGEN SUPPLY, INC.		2. Affiliate taxpayer number (if none, use FEI number) 11614184684		3. Affiliate NAICS code 325120	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☐	6. Affiliate reporting begin date m m d d y y 010120	7. Affiliate reporting end date m m d d y y 123120		
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The reporting entity of a combined group with a temporary credit for business loss carryforwards preserved for itself and/or affiliates must submit common owner information. This information must be provided to satisfy franchise tax reporting requirements. Learn more at www.comptroller.texas.gov/franchise/.
An information report (Form 05-102 or Form 05-167) must be filed for each affiliate that is organized in Texas or that has a physical presence in Texas.

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Report year

Reporting entity taxpayer name

10612490507

2021

LINDE INC. (F/K/A PRAXAIR, INC.)

Reporting entity must be included on Affiliate Schedule. Affiliate reporting period dates must be within combined group's accounting period dates.

1. Legal name of affiliate LIQUID CARBONIC CORPORATION		2. Affiliate taxpayer number (if none, use FEI number) 362667062		3. Affiliate NAICS code 551112	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☒	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) .00			
10. Gross receipts in Texas (before eliminations) 0 .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate Linde Gas & Equipment Inc. (fka PRAXAIR DISTRIBUTI		2. Affiliate taxpayer number (if none, use FEI number) 19416937647		3. Affiliate NAICS code 325120	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☐	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) .00			
10. Gross receipts in Texas (before eliminations) .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate PRAXAIR PLAINFIELD, INC.		2. Affiliate taxpayer number (if none, use FEI number) 363506016		3. Affiliate NAICS code 551112	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☒	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) 0 .00			
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10612490507

2021

LINDE INC. (F/K/A PRAXAIR, INC.)

Reporting entity must be included on Affiliate Schedule. Affiliate reporting period dates must be within combined group's accounting period dates.

1. Legal name of affiliate PRAXAIR SURFACE TECHNOLOGIES, INC.		2. Affiliate taxpayer number (if none, use FEI number) 10612495241		3. Affiliate NAICS code 332812	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☐	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) .00			
10. Gross receipts in Texas (before eliminations) .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate PRAXAIR S.T. TECHNOLOGY, INC.		2. Affiliate taxpayer number (if none, use FEI number) 061258219		3. Affiliate NAICS code 332812	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☒	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) .00			
10. Gross receipts in Texas (before eliminations) 0 .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate PRAXAIR TECHNOLOGY, INC.		2. Affiliate taxpayer number (if none, use FEI number) 061258221		3. Affiliate NAICS code 325120	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☒	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
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1. Legal name of affiliate LINDE SERVICES, INC. (F/K/A PRAXAIR SERVICES, INC.)		2. Affiliate taxpayer number (if none, use FEI number) 741395600		3. Affiliate NAICS code 325120	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☐	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
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10. Gross receipts in Texas (before eliminations) .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate WESTAIR CRYOGENICS COMPANY		2. Affiliate taxpayer number (if none, use FEI number) 17427987494		3. Affiliate NAICS code 325120	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☐	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
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1. Legal name of affiliate Acetylene Oxygen Company		2. Affiliate taxpayer number (if none, use FEI number) 741880108		3. Affiliate NAICS code 325900	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☐	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
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2021

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1. Legal name of affiliate GREAT LAKES STREET, INC.		2. Affiliate taxpayer number (if none, use FEI number) 10613259984		3. Affiliate NAICS code 551112	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☒	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) 0 .00			
10. Gross receipts in Texas (before eliminations) 0 .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate PRAXAIR HOLDINGS INTERNATIONAL, INC.		2. Affiliate taxpayer number (if none, use FEI number) 363926988		3. Affiliate NAICS code 551112	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☒	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
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1. Legal name of affiliate WESTAIR GAS & EQUIPMENT LP		2. Affiliate taxpayer number (if none, use FEI number) 10436069487		3. Affiliate NAICS code 332812	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☐	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
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1. Legal name of affiliate NUCO2, INC.		2. Affiliate taxpayer number (if none, use FEI number) 800185343		3. Affiliate NAICS code 423990	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☐	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) .00			
10. Gross receipts in Texas (before eliminations) .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate NuCO2, LLC		2. Affiliate taxpayer number (if none, use FEI number) 262041330		3. Affiliate NAICS code 423990	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☐	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
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10. Gross receipts in Texas (before eliminations) 0 .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate NuCO2 Management, LLC		2. Affiliate taxpayer number (if none, use FEI number) 262040986		3. Affiliate NAICS code 423990	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☐	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
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1. Legal name of affiliate NuCO2 Supply, LLC		2. Affiliate taxpayer number (if none, use FEI number) 262041211		3. Affiliate NAICS code 423990	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☐	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
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10. Gross receipts in Texas (before eliminations) 0 .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate THE WELDING CENTER, INC		2. Affiliate taxpayer number (if none, use FEI number) 362783743		3. Affiliate NAICS code 325120	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☒	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) .00			
10. Gross receipts in Texas (before eliminations) 0 .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate WYANDOTTE WELDING SUPPLY, INC		2. Affiliate taxpayer number (if none, use FEI number) 381715077		3. Affiliate NAICS code 325120	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☒	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
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Texas Franchise Tax Affiliate Schedule

Tcode 13253 Annual

Reporting entity taxpayer number

Report year

Reporting entity taxpayer name

10612490507

2021

LINDE INC. (F/K/A PRAXAIR, INC.)

Reporting entity must be included on Affiliate Schedule. Affiliate reporting period dates must be within combined group's accounting period dates.

1. Legal name of affiliate PG TECHNOLOGIES, LLC		2. Affiliate taxpayer number (if none, use FEI number) 811600869		3. Affiliate NAICS code	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☒	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) .00			
10. Gross receipts in Texas (before eliminations) 0 .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate ARGYLE WELDING SUPPLY COMPANY, INC		2. Affiliate taxpayer number (if none, use FEI number) 850234427		3. Affiliate NAICS code 423990	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☐	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) .00			
10. Gross receipts in Texas (before eliminations) .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate Argyle Medical Supply Company of New Mexico		2. Affiliate taxpayer number (if none, use FEI number) 850276520		3. Affiliate NAICS code 423990	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☒	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) 0 .00			
10. Gross receipts in Texas (before eliminations) 0 .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

The reporting entity of a combined group with a temporary credit for business loss carryforwards preserved for itself and/or affiliates must submit common owner information. This information must be provided to satisfy franchise tax reporting requirements. Learn more at www.comptroller.texas.gov/franchise/.
An information report (Form 05-102 or Form 05-167) must be filed for each affiliate that is organized in Texas or that has a physical presence in Texas.

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2021

LINDE INC. (F/K/A PRAXAIR, INC.)

Reporting entity must be included on Affiliate Schedule. Affiliate reporting period dates must be within combined group's accounting period dates.

1. Legal name of affiliate Madco Welding Supply Co., Inc.		2. Affiliate taxpayer number (if none, use FEI number) 942708903		3. Affiliate NAICS code 453990	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☒	6. Affiliate reporting begin date m m d d y y 010120	7. Affiliate reporting end date m m d d y y 123120		
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) .00			
10. Gross receipts in Texas (before eliminations) 0 .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate Welco Acetylene Corp		2. Affiliate taxpayer number (if none, use FEI number) 222106730		3. Affiliate NAICS code	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☒	6. Affiliate reporting begin date m m d d y y 010120	7. Affiliate reporting end date m m d d y y 123120		
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) .00			
10. Gross receipts in Texas (before eliminations) 0 .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate Ruppcoc, Inc.		2. Affiliate taxpayer number (if none, use FEI number) 880267022		3. Affiliate NAICS code 424990	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☒	6. Affiliate reporting begin date m m d d y y 030220	7. Affiliate reporting end date m m d d y y 123120		
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) .00			
10. Gross receipts in Texas (before eliminations) 0 .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

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2021

LINDE INC. (F/K/A PRAXAIR, INC.)

Reporting entity must be included on Affiliate Schedule. Affiliate reporting period dates must be within combined group's accounting period dates.

1. Legal name of affiliate Linde Delaware Investments Inc.		2. Affiliate taxpayer number (if none, use FEI number) 383827920		3. Affiliate NAICS code 551112	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☒	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) 0 .00			
10. Gross receipts in Texas (before eliminations) 0 .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate Linde Gas North America LLC		2. Affiliate taxpayer number (if none, use FEI number) 611509960		3. Affiliate NAICS code 325900	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☐	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 063020	
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) .00			
10. Gross receipts in Texas (before eliminations) .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate Airco Properties Inc.		2. Affiliate taxpayer number (if none, use FEI number) 222262145		3. Affiliate NAICS code	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☒	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) 0 .00			
10. Gross receipts in Texas (before eliminations) 0 .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

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Reporting entity must be included on Affiliate Schedule. Affiliate reporting period dates must be within combined group's accounting period dates.

1. Legal name of affiliate Selo, Inc.		2. Affiliate taxpayer number (if none, use FEI number) 620402645		3. Affiliate NAICS code	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☒	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) 0 .00			
10. Gross receipts in Texas (before eliminations) 0 .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate Linde Services LLC		2. Affiliate taxpayer number (if none, use FEI number) 831207864		3. Affiliate NAICS code	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☒	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) 0 .00			
10. Gross receipts in Texas (before eliminations) 0 .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate Linde Engineering US LLC		2. Affiliate taxpayer number (if none, use FEI number) 831755690		3. Affiliate NAICS code 551112	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☒	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) 0 .00			
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1. Legal name of affiliate Linde Engineering North America LLC		2. Affiliate taxpayer number (if none, use FEI number) 232226754		3. Affiliate NAICS code 333200	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☐	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) .00			
10. Gross receipts in Texas (before eliminations) .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate Linde Holdings, LLC		2. Affiliate taxpayer number (if none, use FEI number) 341210803		3. Affiliate NAICS code 551112	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☒	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) .00			
10. Gross receipts in Texas (before eliminations) 0 .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

1. Legal name of affiliate Cryostar USA LLC		2. Affiliate taxpayer number (if none, use FEI number) 364782992		3. Affiliate NAICS code 325900	
4. Check box if entity is disregarded for franchise tax ☐	5. Check box if this affiliate does NOT have NEXUS in Texas ☐	6. Affiliate reporting begin date m m d d y y 010120		7. Affiliate reporting end date m m d d y y 123120	
8. Gross receipts subject to throwback in other states (before eliminations) 0 .00		9. Gross receipts everywhere (before eliminations) .00			
10. Gross receipts in Texas (before eliminations) .00		11. Cost of goods sold or compensation (before eliminations) 0 .00			

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TAB 4

Detailed Description of the Project

Provide a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.

The proposed project consists of an Air Separation Units ("ASU"), an Auto Thermal Reactor (ATR) and carbon capture and sequestration facility for the manufacturing of hydrogen for merchant market. The proposed Project is to build, install and operate the necessary industrial gases to support an ammonia manufacturing facility currently under consideration by OCI Chemicals.

All of the property for which the Applicant is seeking a limitation on appraised value will be located entirely in Beaumont ISD and owned by the Applicant or a valid assignee.

Below is a list of the major equipment comprising this plant as follows:

- Cryogenic storage tanks
- Compressors
- Heat exchangers
- Pumps
- Filters
- Insulation
- Electrical
- Switchgear
- Instrumentation equipment
- Control Equipment
- Industrial gas loading and unloading equipment and road works
- Industrial gas piping
- Site development/roads
- Utility piping, electrical substation modifications and water distribution
- Fired heater with NOx reduction system
- Catalyst-filled reactor vessels
- H2 purification equipment
- CO2 capture and compression equipment
- Steam drum and deaerator



- Cooling tower equipment
- Water clarification equipment
- Flare system
- Pumps
- Filters
- Transformers
- Instrument and structural foundation and supports
- Control Equipment
- Industrial gas piping
- In-Plant roads

Also included in this application are all of the associated concrete foundations, pipe supports, intra-plant piping, intra-plant conduit and connections, control loops, safety systems, fire water protection, insulation, pollution control equipment and utilities necessary to safely operate the new equipment.



TAB 5

Documentation to assist in determining if limitation is a determining factor.

Linde Inc. (formerly known as Praxair) is a Fortune 500 company headquartered in Danbury, Connecticut. The company employs over 27,000 people worldwide and has key locations in Connecticut, Illinois, Indiana, New York, Texas, Georgia, Iowa, and California. It is a leading industrial gas producer in the Americas. Linde Inc. products include atmospheric, process and specialty gases and related services and technologies. Having diverse sources of industrial gases helps attract other businesses that rely on such products; supply of industrial gases is a critical utility for many businesses. We expect to sell to liquid customers too, including medical grade oxygen for hospitals, carbon dioxide for beverages, especially the growing craft beer movement in Texas and liquid nitrogen for food safety and fire suppression (among other uses). Oil and fracking also require significant industrial gasses. Today, Linde, Inc. Serves approximately 25 industries as diverse as healthcare and petroleum refining; computer-chip manufacturing and beverage carbonation; fiber-optics and steel making; aerospace, chemicals, and water treatment.

Linde Inc's pipeline complex allows it to have options for our investments. A variety of factors are considered in selecting site location, including the local pool of available skilled workers, costs for natural gas and ease of doing business as it relates to permitting and incentives to reduce risk in investments.

The applicant requires this appraised value limitation in order to move forward with the development of the project. Without this appraised value limitation, the impact of comparatively high Texas property taxes on the cost of the project does not allow the project to compete for global customers against similar projects operated by competitors of Linde Inc. in the U.S. and around the world. Without this appraised value limitation Praxair would have to strongly consider making this investment at another site outside of Texas. Approval of this Value limitation application allows us to extend our relationships in Texas and be a contributor to the state's economic growth story.



TAB 6

Description of how project is located in more than one district, including list of percentage in each district and, if determined to be a single unified project, documentation from the Office of the Governor (if applicable)

Jefferson County	100%	\$0.363184
Port of Beaumont	100%	\$0.109000
Sabine Neches Vav District	100%	\$0.092067
Beaumont ISD	100%	\$1.161510



TAB 7

Description of Qualified Investment

Below is a list of the major equipment comprising the Qualified Investment for this project:

- Cryogenic storage tanks
- Compressors
- Heat exchangers
- Pumps
- Filters
- Insulation
- Electrical
- Switchgear
- Instrumentation equipment
- Control Equipment
- Industrial gas loading and unloading equipment and road works
- Industrial gas piping
- Site development and in-plant roads
- Utility piping, electrical substation modifications and water distribution
- Fired heater with NOx reduction system
- Catalyst-filled reactor vessels
- H2 purification equipment
- CO2 capture and compression equipment
- Steam drum and deaerator
- Cooling tower equipment
- Water clarification equipment
- Flare system
- Pumps
- Filters
- Transformers
- Instrument and structural foundation and supports
- Control Equipment
- Industrial gas piping

Also included in this application are all of the associated concrete foundations, pipe supports, intra-plant piping, intra-plant conduit and connections, control loops, safety systems, fire water protection, insulation, pollution control equipment and utilities necessary to safely operate the new equipment.



TAB 8

Description of Qualified Property

Below is a list of the major equipment comprising the Qualified Investment for this project:

- Cryogenic storage tanks
- Compressors
- Heat exchangers
- Pumps
- Filters
- Insulation
- Electrical
- Switchgear
- Instrumentation equipment
- Control Equipment
- Industrial gas loading and unloading equipment and road works
- Industrial gas piping
- Site development and in-plant roads
- Utility piping, electrical substation modifications and water distribution
- Fired heater with NOx reduction system
- Catalyst-filled reactor vessels
- H2 purification equipment
- CO2 capture and compression equipment
- Steam drum and deaerator
- Cooling tower equipment
- Water clarification equipment
- Flare system
- Pumps
- Filters
- Transformers
- Instrument and structural foundation and supports
- Control Equipment
- Industrial gas piping

Also included in this application are all of the associated concrete foundations, pipe supports, intra-plant piping, intra-plant conduit and connections, control loops, safety systems, fire water protection, insulation, pollution control equipment and utilities necessary to safely operate the new equipment.



TAB 9

Description of Land

Not applicable. The land on which the new buildings and new improvements will be built, is not being claimed as part of the qualified property described by §313.021(2)(A).



TAB 10

Description of all property not eligible to become qualified property (if applicable)

None

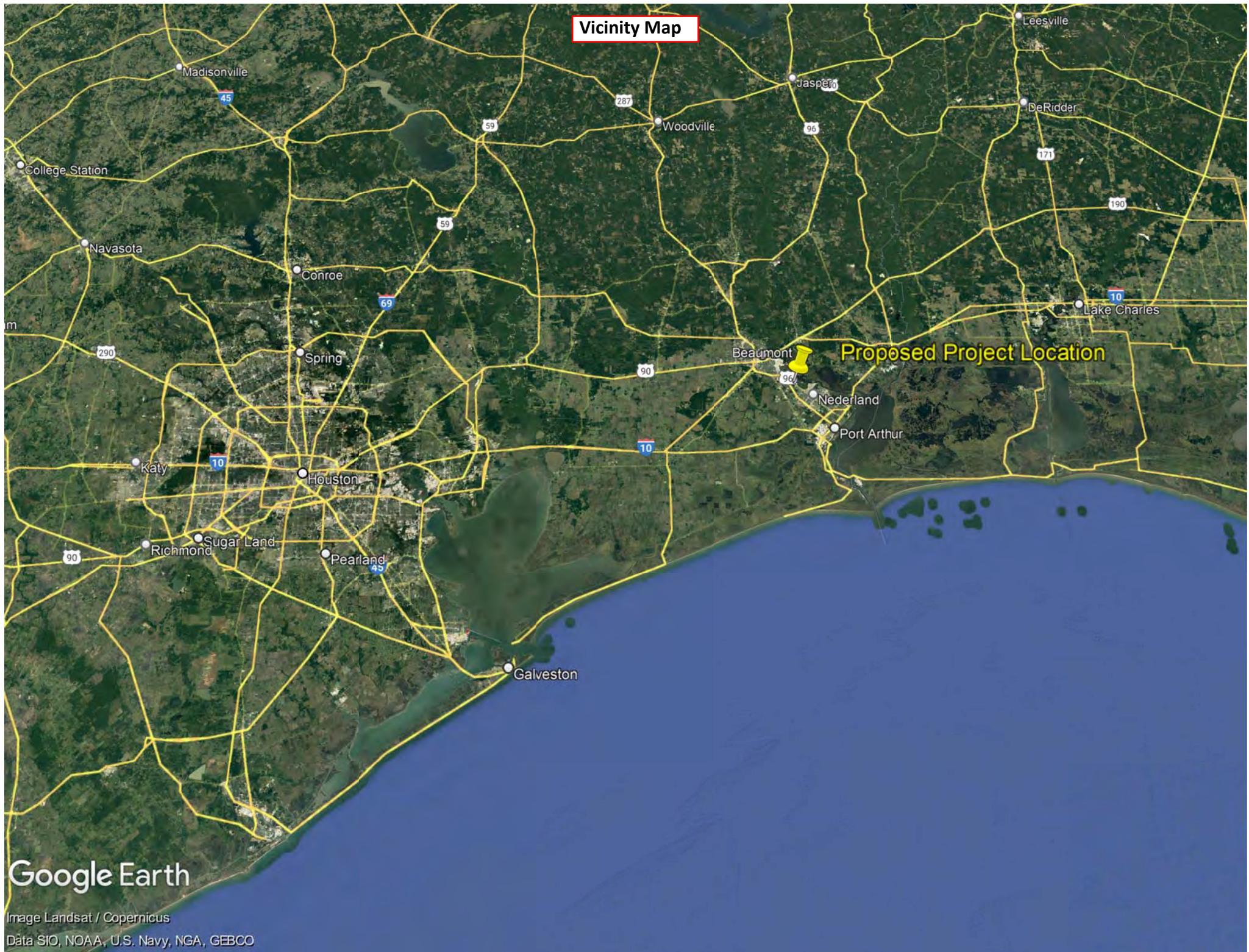


TAB 11

Maps that clearly show:

- a) Project vicinity
- b) Qualified investment including location of new building or new improvements
- c) Qualified property including location of new building or new improvements
- d) Existing property
- e) Land location within vicinity map
- f) Reinvestment or Enterprise Zone within vicinity map, showing the actual or proposed boundaries and size

Vicinity Map



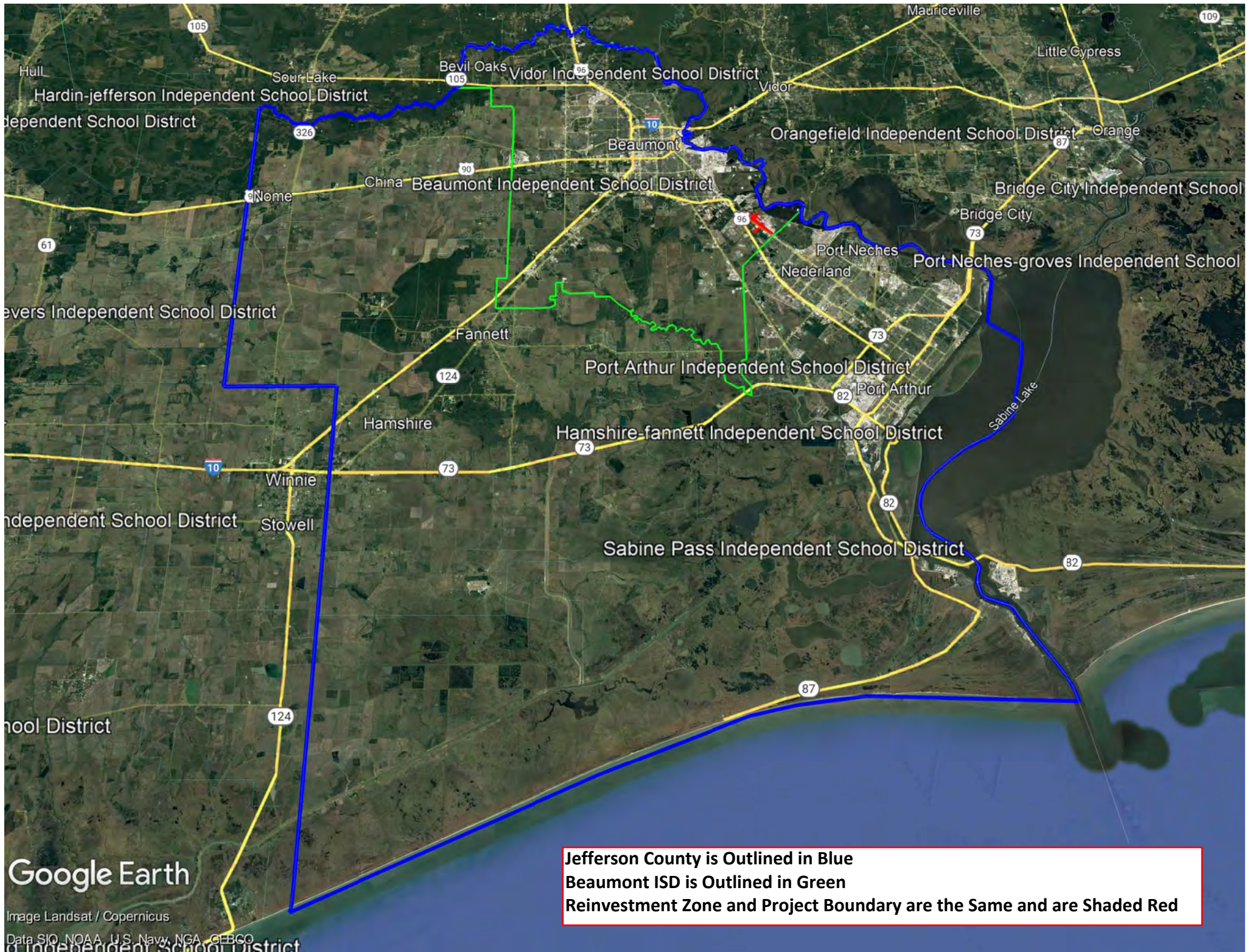
Google Earth

Image Landsat / Copernicus

Data SIO, NOAA, U.S. Navy, NGA, GEBCO



Proposed Reinvestment Zone and Project Boundary are Outlined in Red
Proposed Location of Improvements is Shaded Yellow



Jefferson County is Outlined in Blue
Beaumont ISD is Outlined in Green
Reinvestment Zone and Project Boundary are the Same and are Shaded Red



TAB 12

Request for Waiver of Job Creation Requirement and supporting information (if applicable)

Not Applicable



TAB 13

Calculation of three possible wage requirements with TWC documentation

- 1) Jefferson County average weekly wage for all jobs (all industries)
- 2) Jefferson County average weekly wage for all jobs (manufacturing)
- 3) See attached Council of Governments Regional Wage Calculation and Documentation

LINDE INC. - BEAUMONT ISD
TAB 13 TO CHAPTER 313 APPLICATION

JEFFERSON COUNTY
CHAPTER 313 WAGE CALCULATION - ALL JOBS - ALL INDUSTRIES

QUARTER	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
FIRST	2021	\$ 1,131	\$ 58,812
SECOND	2021	\$ 1,111	\$ 57,772
THIRD	2021	\$ 1,132	\$ 58,864
FOURTH	2021	\$ 1,220	\$ 63,440
AVERAGE		\$ 1,148.50	\$ 59,722

JEFFERSON COUNTY
CHAPTER 313 WAGE CALCULATION - MANUFACTURING JOBS

QUARTER	YEAR	AVG WEEKLY WAGES*	ANNUALIZED
FIRST	2021	\$ 2,389	\$ 124,228
SECOND	2021	\$ 2,046	\$ 106,392
THIRD	2021	\$ 2,054	\$ 106,808
FOURTH	2021	\$ 2,109	\$ 109,668
AVERAGE		\$ 2,150	\$ 111,774
X		110%	110%
		\$ 2,364.45	\$ 122,951

CHAPTER 313 WAGE CALCULATION - REGIONAL WAGE RATE

YEAR	AVG WEEKLY WAGES*	ANNUALIZED
2020	\$ 1,095	\$ 56,957
X	110%	110%
	\$ 1,204.86	\$ 62,652.70

* SEE ATTACHED TWC DOCUMENTATION

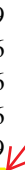
Year	Period	Area	Area Number	Ownership	Industry Code	Industry	Level	Average Weekly Wage
2021	01	Jefferson	000245	Total All	10	Total, All Industries	0	1,131
2021	02	Jefferson	000245	Total All	10	Total, All Industries	0	1,111
2021	03	Jefferson	000245	Total All	10	Total, All Industries	0	1,132
2021	04	Jefferson	000245	Total All	10	Total, All Industries	0	1,220

Year	Period	Area	Area Number	Ownership	Industry Code	Industry	Level	Average Weekly Wage
2021	01	Jefferson	000245	Private	31-33	Manufacturing	2	2,389
2021	02	Jefferson	000245	Private	31-33	Manufacturing	2	2,046
2021	03	Jefferson	000245	Private	31-33	Manufacturing	2	2,054
2021	04	Jefferson	000245	Private	31-33	Manufacturing	2	2,109

**2020 Manufacturing Average Wages by Council of Government Region
Wages for All Occupations**

COG	COG Number	Wages	
		Hourly	Annual
Panhandle Regional Planning Commission	1	\$23.32	\$48,501
South Plains Association of Governments	2	\$20.42	\$42,473
NORTEX Regional Planning Commission	3	\$20.64	\$42,928
North Central Texas Council of Governments	4	\$32.34	\$67,261
Ark-Tex Council of Governments	5	\$21.30	\$44,299
East Texas Council of Governments	6	\$29.28	\$60,904
West Central Texas Council of Governments	7	\$21.54	\$44,797
Rio Grande Council of Governments	8	\$19.02	\$39,552
Permian Basin Regional Planning Commission	9	\$22.57	\$46,945
Concho Valley Council of Governments	10	\$27.28	\$56,739
Heart of Texas Council of Governments	11	\$23.41	\$48,696
Capital Area Council of Governments	12	\$29.96	\$62,326
Brazos Valley Council of Governments	13	\$18.41	\$38,286
Deep East Texas Council of Governments	14	\$21.07	\$43,829
South East Texas Regional Planning Commission	15	\$27.38	\$56,957
Houston-Galveston Area Council	16	\$29.83	\$62,050
Golden Crescent Regional Planning Commission	17	\$22.09	\$45,945
Alamo Area Council of Governments	18	\$27.45	\$57,101
South Texas Development Council	19	\$19.20	\$39,945
Coastal Bend Council of Governments	20	\$35.39	\$73,603
Lower Rio Grande Valley Development Council	21	\$20.70	\$43,056
Texoma Council of Governments	22	\$19.18	\$39,897
Central Texas Council of Governments	23	\$21.34	\$44,390
Middle Rio Grande Development Council	24	\$22.98	\$47,809
Texas		\$28.00	\$58,233

110% X \$56,957 = \$62,652.70



Calculated by the Texas Workforce Commission Labor Market and Career Information Department.

Data published: August 2021.

Data published annually, next update will likely be July 31, 2022

Annual Wage Figure assumes a 40-hour work week.

Note: Data is not supported by the Bureau of Labor Statistics (BLS).

Wage data is produced from Texas Occupational Employment and Wage Statistics (OEWS) data, and is not to be compared to BLS estimates.

Data intended only for use implementing Chapter 313, Texas Tax Code.



TAB 14

Schedules A1, A2, B and C completed and signed Economic Impact (if applicable)

See attached Schedules A1, A2, B and C

Schedule A1: Total Investment for Economic Impact (through the Qualifying Time Period)

Date **6/15/2022**
 Applicant Name **LINDE INC.**
 ISD Name **BEAUMONT ISD**

Form 50-296A

Revised October 2020

PROPERTY INVESTMENT AMOUNTS								
(Estimated Investment in each year. Do not put cumulative totals.)								
				Column A	Column B	Column C	Column D	Column E
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	New investment (original cost) in tangible personal property placed in service during this year that will become Qualified Property	New investment made during this year in buildings or permanent nonremovable components of buildings that will become Qualified Property	Other new investment made during this year that will <u>not</u> become Qualified Property [SEE NOTE]	Other new investment made during this year that may become Qualified Property [SEE NOTE]	Total Investment (Sum of Columns A+B+C+D)
Investment made before filing complete application with district	--	Year preceding the first complete tax year of the qualifying time period (assuming no deferrals of qualifying time period)		Not eligible to become Qualified Property			[The only other investment made before filing complete application with district that may become Qualified Property is land.]	
Investment made after filing complete application with district, but before final board approval of application				0	0	0	0	0
Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period		Pre	2023	255,000,000	0	0	0	255,000,000
	QTP1	2024-2025	2024	305,000,000	0	0	0	305,000,000
	QTP2	2025-2026	2025	460,000,000	0	0	0	460,000,000
Total Investment through Qualifying Time Period [ENTER this row in Schedule A2]				1,020,000,000	0	0	0	1,020,000,000
Enter amounts from TOTAL row above in Schedule A2								
Total Qualified Investment (sum of green cells)				765,000,000				

For All Columns: List amount invested each year, not cumulative totals.

Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application.

Only tangible personal property that is specifically described in the application can become qualified property.

Column B: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings.

Column C: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of 313.021(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property—described in SECTION 13, question #5 of the application.

Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

Total Investment: Add together each cell in a column and enter the sum in the blue total investment row. Enter the data from this row into the first row in Schedule A2.

Qualified Investment: For the green qualified investment cell, enter the sum of all the green-shaded cells.

Schedule A2: Total Investment for Economic Impact (including Qualified Property and other investments)

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PROPERTY INVESTMENT AMOUNTS								
(Estimated investment in each year. Do not put cumulative totals.)								
				Column A	Column B	Column C	Column D	Column E
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	New investment (original cost) in tangible personal property placed in service during this year that will become Qualified Property	New investment made during this year in buildings or permanent nonremovable components of buildings that will become Qualified Property	Other investment made during this year that will <u>not</u> become Qualified Property [SEE NOTE]	Other investment made during this year that will become Qualified Property [SEE NOTE]	Total Investment (A+B+C+D)
Total Investment from Schedule A1*	--	TOTALS FROM SCHEDULE A1		1,020,000,000	0	0	0	1,020,000,000
Each year prior to start of value limitation period** Insert as many rows as necessary	0	2023-2024	2023					
	0	2024-2025	2024					
	0	2025-2026	2025					
Value limitation period***	1	2026-2027	2026					0
	2	2027-2028	2027					
	3	2028-2029	2028					
	4	2029-2030	2029					
	5	2030-2031	2030					
	6	2031-2032	2031					
	7	2032-2033	2032					
	8	2033-2034	2033					
	9	2034-2035	2034					
	10	2035-20306	2035					
Total Investment made through limitation				1,020,000,000	0	0	0	1,020,000,000
Continue to maintain viable presence	11	2036-2037	2036					
	12	2037-2038	2037					
	13	2038-2039	2038					
	14	2039-2040	2039					
	15	2040-2041	2040					
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2041-2042	2041					
	17	2042-2043	2042					
	18	2043-2044	2043					
	19	2044-2045	2044					
	20	2045-2046	2045					
	21	2046-2047	2046					
	22	2047-2048	2047					
	23	2048-2049	2048					
	24	2049-2050	2049					
	25	2050-2051	2050					

* All investments made through the qualifying time period are captured and totaled on Schedule A1 [blue box] and incorporated into this schedule in the **first row**.

** Only investment made during deferrals of the start of the limitation (after the end of qualifying time period but before the start of the Value Limitation Period) should be included in the "year prior to start of value limitation period" row(s). If the limitation starts at the end of the qualifying time period or the qualifying time period overlaps the limitation, no investment should be included on this line.

*** If your qualifying time period will overlap your value limitation period, do not also include investment made during the qualifying time period in years 1 and/or 2 of the value limitation period, depending on the overlap. Only include investments/years that were **not** captured on Schedule A1.

For All Columns: List amount invested each year, not cumulative totals. Only include investments in the remaining rows of Schedule A2 that were not captured on Schedule A1.

Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application.
Only tangible personal property that is specifically described in the application can become qualified property.

Column B: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings.

Column C: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of 313.021(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property—described in SECTION 13, question #5 of the application.

Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

Schedule B: Estimated Market And Taxable Value (of Qualified Property Only)

Date

6/15/2022

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				Qualified Property			Estimated Taxable Value		
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new buildings or "in or on the new improvements"	Market Value less any exemptions (such as pollution control) and before limitation	Final taxable value for I&S after all reductions	Final taxable value for M&O after all reductions
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2024-2025	2024	0	0	127,500,000	127,500,000	127,500,000	127,500,000
		2025-2026	2025	0	0	280,000,000	280,000,000	280,000,000	280,000,000
Value Limitation Period	1	2026-2027	2026	0	0	1,009,800,000	959,310,000	959,310,000	30,000,000
	2	2027-2028	2027	0	0	939,114,000	892,158,300	892,158,300	30,000,000
	3	2028-2029	2028	0	0	873,376,020	829,707,219	829,707,219	30,000,000
	4	2029-2030	2029	0	0	812,239,699	771,627,714	771,627,714	30,000,000
	5	2030-2031	2030	0	0	755,382,920	717,613,774	717,613,774	30,000,000
	6	2031-2032	2031	0	0	702,506,115	667,380,810	667,380,810	30,000,000
	7	2032-2033	2032	0	0	653,330,687	620,664,153	620,664,153	30,000,000
	8	2033-2034	2033	0	0	607,597,539	577,217,662	577,217,662	30,000,000
	9	2034-2035	2034	0	0	565,065,711	536,812,426	536,812,426	30,000,000
	10	2035-20306	2035	0	0	525,511,112	499,235,556	499,235,556	30,000,000
Continue to maintain viable presence	11	2036-2037	2036	0	0	488,725,334	464,289,067	464,289,067	464,289,067
	12	2037-2038	2037	0	0	454,514,560	431,788,832	431,788,832	431,788,832
	13	2038-2039	2038	0	0	422,698,541	401,563,614	401,563,614	401,563,614
	14	2039-2040	2039	0	0	393,109,643	373,454,161	373,454,161	373,454,161
	15	2040-2041	2040	0	0	365,591,968	347,312,370	347,312,370	347,312,370
Additional years for 25 year economic impact as required by 313.026(c)(1)	16	2041-2042	2041	0	0	340,000,530	323,000,504	323,000,504	323,000,504
	17	2042-2043	2042	0	0	316,200,493	300,390,469	300,390,469	300,390,469
	18	2043-2044	2043	0	0	294,066,459	279,363,136	279,363,136	279,363,136
	19	2044-2045	2044	0	0	273,481,807	259,807,716	259,807,716	259,807,716
	20	2045-2046	2045	0	0	254,338,080	241,621,176	241,621,176	241,621,176
	21	2046-2047	2046	0	0	236,534,415	224,707,694	224,707,694	224,707,694
	22	2047-2048	2047	0	0	219,977,006	208,978,155	208,978,155	208,978,155
	23	2048-2049	2048	0	0	204,578,615	194,349,684	194,349,684	194,349,684
	24	2049-2050	2049	0	0	190,258,112	180,745,207	180,745,207	180,745,207
	25	2050-2051	2050	0	0	176,940,044	168,093,042	168,093,042	168,093,042

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation.

Only include market value for eligible property on this schedule.

Schedule C: Employment Information

Date 6/15/2022
 Applicant Name LINDE INC.
 ISD Name BEAUMONT ISD

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				Construction		Non-Qualifying Jobs	Qualifying Jobs	
				Column A	Column B	Column C	Column D	Column E
	Year	School Year (YYYY-YYYY)	Tax Year (Actual tax year) YYYY	Number of Construction FTE's	Average annual wage rates for construction workers	Number of non-qualifying jobs applicant estimates it will create (cumulative)	Number of new qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Annual wage of new qualifying jobs
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2023-2024	2023	600 FTE	52,500	0	0	0
	0	2024-2025	2024	600 FTE	52,500	0	0	0
	0	2025-2026	2025	600 FTE	52,500	0	0	0
Value Limitation Period <i>The qualifying time period could overlap the value limitation period.</i>	1	2026-2027	2026	N/A	N/A	0	10	62,653
	2	2027-2028	2027	N/A	N/A	0	10	62,653
	3	2028-2029	2028	N/A	N/A	0	10	62,653
	4	2029-2030	2029	N/A	N/A	0	10	62,653
	5	2030-2031	2030	N/A	N/A	0	10	62,653
	6	2031-2032	2031	N/A	N/A	0	10	62,653
	7	2032-2033	2032	N/A	N/A	0	10	62,653
	8	2033-2034	2033	N/A	N/A	0	10	62,653
	9	2034-2035	2034	N/A	N/A	0	10	62,653
	10	2035-20306	2035	N/A	N/A	0	10	62,653
Years Following Value Limitation Period	11 through 25	2036-2051	2036-2050	N/A	N/A	0	10	62,653

Notes: See TAC 9.1051 for definition of non-qualifying jobs.
 Only include jobs on the project site in this school district.



TAB 15

Economic Impact Analysis, other payments made in the state or other economic information (if applicable)

None



TAB 16

Description of Reinvestment Zone or Enterprise Zone, including:

- a) Evidence that the area qualifies as an enterprise zone as defined by the Governor's office
- b) Legal description of reinvestment zone*
- c) Order, resolution, or ordinance established the reinvestment zone*
- d) Guidelines and criteria for creating the zone*

- a) Not applicable
- b) Will Be Provided once Jefferson County creates the Reinvestment Zone
- c) Will be Provided once Jefferson County creates the Reinvestment Zone
- d) See Attached – Jefferson County Guidelines and Criteria for Granting Tax Abatement



JEFFERSON COUNTY AMENDED UNIFORM TAX ABATEMENT POLICY-2020

ADMONITORY PROVISIONS

The final determination of value to be abated is vested with the Jefferson County Central Appraisal District (JCCAD), an agency autonomous from Jefferson County. The Procedures used by JCCAD are attached as Exhibit "A" and incorporated and adopted in this Abatement Policy for all purposes. These provisions are illustrative only and shall not limit the Appraisal District in making determinations in any manner otherwise allowed by law.

Businesses applying for tax abatement with the County are advised that any agreement with the County applies only to taxes assessed by Jefferson County. Any abatement agreement with other taxing entities must be negotiated directly with such entities. In addition, each individual or business receiving an abatement retains the responsibility for annually applying to the Jefferson County Appraisal District for recognition and implementation of such abatement agreement.

STATEMENT OF PURPOSE

SECTION I

(a) The Commissioners Court of Jefferson County, Texas adopts this tax abatement policy to provide incentives to the owner of real property, who proposes a Project to develop, redevelop or improve eligible facilities. The incentives will consist of a limited special exemption from certain taxes provided that the Owner agrees to accept and abide by this Policy and provided that the real property is located in a lawfully created Reinvestment or Enterprise Zone.

(b) This policy is intended to improve the quality of life in economically depressed areas and throughout the County by stimulating industrial development, and job creation and retention provided that the taxable value of the property of the owner is not adversely affected.

DEFINITIONS

SECTION II

(a) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain real property values in a reinvestment or enterprise zone designated by the County for economic development purposes.

(b) **“Agreement”** means a contractual agreement between a property owner and/or lessee and the County.

(c) **“Base Year”** means the calendar year in which the abatement contract is executed (signed).

(d) **“Base Year Value”** means the taxable value of eligible industrial realty improvements of the owner within Jefferson County on January 1 preceding the execution of the abatement agreement and which property is owned by the owner, co-owner and/or its parent companies, subsidiaries, partner or joint ventures or any entity exercising legal control over the owner or subject to control by the owner. Owner will attach as Exhibit “F-Affiliates” those properties which are co-owned or which are parent companies, partnerships, joint-ventures or other entities in Jefferson County over which the Owner herein exercises legal control. An “Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

(e) **“Bulk Buys”** include but are not limited to material which is purchased in the early phase of the project. This material includes commodity and special order items that may have long lead times due to fabrication timeframe or by the significant size of the order(s). The county recognizes "Bulk Buys" historically represent a significant percentage of the material purchase for a project.

(f) **“Deferred Maintenance”** means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.

(g) **“Distribution Center”** means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Jefferson County.

(h) **“Eligible Facilities”** or **“Eligible Projects”** means new, expanded or modernized buildings and structures, as defined in the Texas Property Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment or enterprise zone that would be a benefit to the property and that would contribute to the economic development within the County, but does not include facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.

(i) **"Eligible Property"** means realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure included in the PROJECT, and the permanent office space and related fixed improvements necessary to the operation and administration of the PROJECT, as defined in the Tax Code, but does not include personal property.

(j) **"Expansion"** means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity.

(k) **"Field Buys"** include but are not limited to the procurement of material that is conducted by the project procurement team which is typically located on site throughout the duration of the project.

(l) **"Modernization"** means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(m) **"Facility"** means property improvements completed or in the process of construction which together comprise an integral whole.

(n) **"New Facility"** means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.

(o) **"Productive Life"** means the number of years a property improvement is expected to be in service in a facility.

WHEN ABATEMENT AUTHORIZED

SECTION III

(a) **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for tax abatement as hereinafter provided.

(b) **Creation of New Value.** Abatement may only be granted for the creation of additional value to eligible facilities made subsequent to and specified in an abatement agreement between the County and the property owner or lessee, subject to such limitations as the County may require. Under no circumstances will abatements be considered or granted once construction on a facility or project has begun.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the increase in value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for tax abatement: land, supplies, inventory, vehicles, vessels, housing, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased (except as provided in Section III(f), property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, both the owner/lessor and the lessee shall be parties to the abatement contract with the County.

(g) **Economic Qualification.** In order for an Eligible Facility to receive tax abatement the planned improvement:

(1) Must create an increased appraised ad valorem tax value based upon the Jefferson County Central Appraisal District's assessment of the eligible property; and

(2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.

(3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.

(4) Must demonstrate by an independent economic impact analysis that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

Factors Considered By County In Considering Abatement Requests

Section IV

(a) **Standards For Tax Abatement.** The following non-exclusive factors may be considered in determining whether to grant tax abatements for an Eligible Facility or Project, and if so, the percentage of value to be abated and the duration of the tax abatement:

(1) Existing improvements, if any;

(2) Type and value of proposed improvements;

- (3) Productive life of proposed improvements;
- (4) Number of existing jobs to be retained by proposed improvements;
- (5) Number and types of new jobs to be created by proposed improvements;
- (6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;
- (7) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the construction phase of the project;
- (8) The amount of local taxes to be generated directly. In this regard it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases. By way of clarification Owner will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility to be located at the in Jefferson County Texas.

Owner will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. Owner will remit use taxes on taxable purchases made for use in the Project directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

- (9) The amount the property tax base valuation will be increased during term of abatement and after abatement;
- (10) The amount of economic impact the Eligible Facility will provide to the local community;
- (11) The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;
- (12) The amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period;
- (13) The population growth of the County projected to occur directly as a result of new improvements;
- (14) The types and values of public improvements, if any, to be made by the applicant seeking abatement;

(15) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;

(16) The impact of the proposed project on the business opportunities of existing businesses;

(17) The attraction of other new businesses to the area as a result of the project;

(18) The overall compatibility with the zoning ordinances and comprehensive plan for the area;

(19) Whether the project is environmentally compatible with no negative impact on quality of life perceptions; each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(b) **Local Employment.** For purposes of evaluating Section III(h)(7): Local labor is defined as those laborers or skilled craftsmen who are residents and domiciliaries of the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County. Local vendors and suppliers shall include only those located or having a principal office in Jefferson County. Local Subcontractors shall include only those located or having a principal office in Jefferson County.

Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exception, cases involving purchases over \$10,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that is a legal and moral obligation of persons receiving property tax abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. In the event of breach of the "buy-local" provision, the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the project.

(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials. . In this regard, each recipient of an abatement will provide sufficient notice and information regarding the project to qualified contractors and suppliers to enable them to submit bids in the early procurement processes for materials, including but not limited to Bulk Buys.

(d) **Historically Underutilized Businesses/Disadvantaged Business Enterprises.** The County will also strongly consider the extent to which the project will encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the owner and general contractor by ensuring that qualified HUB vendors and contractors are given an opportunity to bid on all contracts.

1. A Historically Underutilized Business (HUB) is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women and individuals with disabilities. A HUB is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals who actively participate in the conduct of the business or, in the case of a publicly owned business, one in which at least 51 percent of the stock is controlled by one or more women or Socially and Economically Disadvantaged Individuals. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of this policy. Only a HUB/DBE with its principal office in Jefferson, Hardin, and Orange, County will be recognized as a HUB/DBE for purposes of this policy. Jefferson County will supply a Minority Business Directory to each applicant.

2. The County will require that each abatement contract between itself and any individual or entity seeking the abatement of ad valorem taxes contain a provision requiring the owner, on at least a quarterly basis, and at owner's cost, to allow the full examination by County or its designated representative(s) of all documents necessary for County to assure that best efforts have been used by owner to utilize local labor, subcontractors, vendors, suppliers and HUB's/DBE's. The County will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the Project to the terms of the abatement contract.

(e) **Denial of Abatement.** Neither a reinvestment or enterprise zone nor abatement agreement shall be authorized if it is determined that:

(1) There would be a substantial adverse affect on the provision of government service or tax base;

(2) The applicant has insufficient financial capacity;

(3) Planned or potential use of the property would constitute a substantial hazard to public safety, health or morals;

(4) The project would cause a violation of state or federal laws; or

(5) For any other reason deemed appropriate by the County including the pendency of litigation between the individual or entity requesting the creation of the reinvestment or enterprise zone and the County.

(f) **"Taxability"** From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

(1) The value of ineligible property as provided in Section II(e) shall be fully taxable; and

(2) The base year value of existing eligible property as determined each year shall be fully taxable.

APPLICATION PROCESS

SECTION V

(a) Any present owner, potential owner or Lessee of taxable property in the County may request the creation of a reinvestment or enterprise zone and tax abatement by filing a written request with the County Judge.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described in Section III(h) hereof; a map and property description with specific metes and bounds; a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant. The County shall also require a non-refundable application fee in the amount of \$1,000.00 to be submitted with the application.

(c) Prior to the adoption of an ordinance order designating a reinvestment or application by the County for designation of an enterprise zone, the County shall: (1) give written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located not later than thirtieth (30th) day before the public hearing; and (2) publish notice of a public hearing in a newspaper of general circulation within such taxing jurisdiction not later than the seventh (30th) day before the public hearing. Before acting upon the application, the County shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(d) The County shall make every reasonable effort to either approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The County shall notify the applicant of approval or disapproval.

(e) The County shall not establish a reinvestment or enterprise zone or enter into an abatement agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion or new facility.

(f) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a tax abatement agreement is requested is confidential and not subject to public disclosure pursuant to the Texas Public Information Act until the tax abatement agreement is executed. That information in the possession of a taxing unit after the agreement is executed is not confidential and is subject to disclosure.

AGREEMENT

SECTION VI

(a) Not later than the thirtieth (30TH) day before the date on which the County enters into the abatement agreement, the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(b) The County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee, as the case may be, which shall include at least the following terms:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year as provided in Section III(g);
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list as provided in application, Section IV(b);
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, or assignment;
- (6) Provision for access to and authorization for inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
- (7) Limitations on the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
- (8) Provision for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;
- (9) Provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors shall give preference to and to seek qualified workers through the Texas Workforce Commission.
- (10) Contain each and every term agreed to by the owner of the property;
- (11) Requirement that the owner or lessee of the property certify annually to the governing body of each taxing unit that the owner or lessee is in compliance with each applicable term of the agreement; and
- (12) All terms required by Texas Tax Code §312.205, as amended; Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the County.

RECAPTURE

SECTION VII

(a) In the event that the company or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement; and fails to cure during the cure period, or discontinues production the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(b) Should the County determine that the company or individual is in default according to the terms and conditions of its agreement, the County shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated. Alternatively, County may, as a penalty for default or non-compliance with the provisions of an abatement contract, reduce the term of the abatement period and/or the annual percentage abatements available thereunder.

(c) Payment in Lieu of Taxes: If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

(d) By this, it is understood and agreed that if the party granted this abatement avails itself of a Foreign Trade Zone exemption, the abated value subject to this contract will be reduced dollar for dollar and taxed.

(e) It is specifically understood and agreed by the owner that, if at any time during the effective dates of an agreement relating to abatement, the owner files or prosecutes an action to contest the appraised value of any property of the owner or owner's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by County to Owner or its affiliates shall become null and void and cancelled.

ADMINISTRATION

SECTION VIII

(a) The Chief Appraiser of the Jefferson County Central Appraisal District will annually determine an assessment of the real and personal property subject to each abatement agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary to determine compliance with the abatement agreement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

(b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. Inspections will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representative of the company or individual and in accordance with its safety standards.

(c) In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Co

(d) During the course of construction of the Project, Owner and its general contractor and/or subcontractors shall, on at least a quarterly basis, meet with designated County representatives for an onsite inspection to assure compliance with the terms of the abatement agreement. Owner shall be responsible to County for the payment of costs associated with such monitoring. In the event it is determined that Owner or its contractors have failed to comply with the terms of the abatement agreement, then County may terminate the abatement agreement or, in County's discretion, reduce the duration or annual percentages of such abatement.

(e) During construction, the Applicant shall maintain appropriate records of the employees affected by this abatement, including but not limited to, proof of employees' legal residence, proof of immigration-resident status, and, if applicable, such other documentation that may be required to document compliance with the Agreement

(f) The Chief Appraiser of the Jefferson County Central Appraisal District shall timely file with the Texas Department of Economic Development and the State Property Tax Board all information required by the Tax Code.

(g) All requirements of the Abatement Agreement shall apply to Applicant's contractors/subcontractors and Applicant shall ensure that they abide by the terms of the Agreement.

AGREEMENT

SECTION IX

Abatement may be transferred, assumed and assigned in whole or in part by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners' Court; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld. As a condition of transfer, an assignment fee of \$10,000.00 may be required, with the maximum fee being \$10,000.00

SUNSET PROVISION

SECTION X

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Commissioners' Court at which time all reinvestment and enterprise zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

DISCRETION OF THE COUNTY

SECTION XI

The adoption of these guidelines and criteria by the County does not:

- (1) Limit the discretion of the County to decide whether to enter into a specific tax abatement agreement;
- (2) Limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or
- (3) Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.

QUESTIONS TO BE ANSWERED IN ORDER TO DEVELOP AN APPLICATION AND ECONOMIC IMPACT STATEMENT FOR VALUE ADDED TAX ABATEMENTS IN JEFFERSON COUNTY

General:

Jefferson County will provide a representative to assist in preparation and presentation of all documents and to guide them through the abatement process.

Opening Paragraph:

The application should include a summary statement about the company and its operations. This information can come from an annual report, corporate 10K or other document provided by the company. (Please include these documents with this questionnaire.)

Economic Impact Analysis:

The application must include the attachment of an independently prepared economic impact analysis of the proposed facility as it impacts the local economy detailing the information referred in Section III herein.

Maps and Plats

Provide maps, plats, and drawings necessary to establish the location of the improvements and their relationships to the boundaries of cities, ETJ's, and reinvestment or enterprise zone boundaries.

Questions to be Answered

(1) Is your project within a city limit? _____. Name of City

(2) Is your project within an ETJ? Name of City ETJ

(3) Is your project within an Enterprise or Reinvestment Zone? Which?

(4) Will you own the realty or lease the realty?

(5) Present Appraisal District value of land and any EXISTING improvements owned by the

OWNER:

(Answer this question based on Appraisal District records for the specific site you select.)

Cost of Land (If you are purchasing): \$ _____

Number of Acres: _____ or Square Feet: _____

(6) Type and value of proposed improvements: (In this answer list the specific amount of investment that will be expended for the entire project for which you seek abatement.)

Type of construction:

(Tiltwall, Build-Out of Existing Facility, Etc.)

Value of Construction:

Value of Equipment:

Value of Pollution Control Devices: It is understood and agreed that Applicant. will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

(7) Productive life of proposed improvements: _____ years, or term of initial lease: _____

(8) Number of existing jobs to be retained by proposed improvements:

(Answer only if the location is already in or near Jefferson County and now employs Jefferson residents.)

(9) Number and types of new jobs to be created by proposed improvements: _____

Include in this answer the number of Jefferson County residents that will be employed.

(10) Amount of Annual local payroll to be created: _____.

(11) What percentage and type of jobs to be created will Jefferson residents have the opportunity to fill?

(12) Amount property tax base valuation will be increased:

During term of abatement: _____

After term of abatement: _____

(13) The costs to be incurred by local government to provide facilities or services directly resulting from the new

improvements: _____

(Explain any costs for development or depletion of infrastructure the city is being asked to absorb, if any.)

(14) The amount of ad valorem taxes to be paid to the county during the abatement period considering: (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period.

(15) The population growth of the county that will occur directly as a result of new improvements: _____

(If you relocate to Jefferson County, how many of your employees do you anticipate to relocate?)

(16) The types and values of public improvements, if any, to be made by applicant seeking abatement:

(List any facilities from which the public might benefit.)

(17) Do the proposed improvements compete with existing businesses to the detriment of the local economy:

(18) The impact on the business opportunities of existing businesses:

(Are there possibilities for local businesses to become suppliers? Any new retail opportunities? If you have previously conducted business within Jefferson County, please provide a list of any and all local/non-local HUB/DBE companies with whom you have worked and the extent of that work relationship)

(19) The attraction of other new businesses to the area:

(Will any of your suppliers, customers, parent, or sister companies relocate because of your relocation?)

(20) The overall compatibility with the zoning ordinances and comprehensive plan for the area:

(21) Describe, including the estimated value, all pollution control devices and other improvements for which you intend to seek TNRCC exemption from taxation:

(22) Describe methods/procedures you (and any procurement personnel) will use to provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and attend pre-bid meetings to enable them to submit bids in all stages of the procurement process, including but not limited to "bulk buys." For further clarification, "local" is intended to mean entities that maintain their primary business office (where company policies, financial decisions and management decisions are made) in Jefferson County.

NOTE: Failure to accurately disclose exempted property may result in a total default under the Abatement Contract, resulting in recapture of previously abated taxes and forfeiture of future abatement.

EXHIBIT “A”

JEFFERSON COUNTY APPRAISAL DISTRICT PROCEDURE FOR CALCULATING ABATEMENTS

Purpose

The purpose of this procedure is to clarify the method used in calculating a tax abatement. This procedure requires calculation of the Current Year Market Value, Base Year Value, and Taxable Value as these terms are defined below. -In accordance with the Jefferson County Uniform Tax Abatement Policy, the Real Property Owner’s Current Taxable Value shall not be less than the Base Year Value in order for a project to receive the full amount of abatement.

Calculation of “Base Year Value”

“Base Year Value” for each taxing entity executing an abatement contract is the Taxable Value of all industrial realty improvements of a property owner and/or its affiliates located within that entity for the tax period defined as the “Base Year”. “Base year” is defined as the calendar year in which the abatement contract is executed (signed).

Calculation of “Current Year Market Value”

“Current Year Market Value” for each taxing entity executing an abatement agreement is determined by calculating for the Current Tax Year the Market Value of all industrial realty improvements of a property owner and/or its affiliates that comprise the “Base Year Value.”

Calculation of “Taxable Value”

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

Calculation of Abated Value

The following procedures are followed for each project for which a tax abatement contract has been executed and for each taxing entity granting the abatement.

VALUE POTENTIALLY ELIGIBLE FOR ABATEMENT:

The Base Year Value is subtracted from the Current Year Market Value. If the difference is greater than zero (0), then the remaining value is the value potentially eligible for abatement. If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

VALUE AVAILABLE FOR ABATEMENT:

For each project that remains potentially eligible for abatement, a preliminary calculation of the abated value of all other projects for the owner and/or its affiliates, if any, must be made. This calculation must first be done based on a preliminary abated value for subsequent projects since the full calculation has yet to be performed. For multiple abated projects, the calculations of the preliminary abated values are made in chronological order based on the date the contract was executed. Once the abated value for the subsequent project is calculated, if the actual abated value differs from the preliminary abated value, this calculation must be redone in order to reflect the actual abated value.

Once all calculations have been completed, the abated value of other projects for the owner and/or its affiliates, if any, is subtracted from the Value Potentially Available for Abatement. If the difference is greater than zero (0), then the remaining value is the Value Available for Abatement.

If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

VALUE SUBJECT TO ABATEMENT:

The project base value, if applicable, is subtracted from the current year project value, and the percentage of abatement to be granted is then applied to the net amount to determine the Value Subject to Abatement.

ABATED VALUE:

Any applicable reductions for Foreign Trade Zone or Pollution Control restrictions are subtracted from the Value Subject to Abatement. If the difference is less than the Value Available for Abatement, then this is the Abated Value.

If the difference is greater than the Value Available for Abatement, then the Value Available for Abatement becomes the Abated Value.



TAB 17

Signature and Certification Page; signed and dated by Authorized School District Representative and
Authorized Company Representative (applicant)

See Attached

SECTION 16: Authorized Signatures and Applicant Certification

After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in **Tab 17**.

NOTE: If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

1. Authorized School District Representative Signature

I am the authorized representative for the school district to which this application is being submitted. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code.

**print
here** ➡

Dr. Shannon Allen

Print Name (Authorized School District Representative)

Superintendent

Title

**sign
here** ➡

Signature (Authorized School District Representative)

Date

2. Authorized Company Representative (Applicant) Signature and Notarization

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application and schedules is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

**print
here** ➡

Jeff Barnhard

Print Name (Authorized Company Representative (Applicant))

Vice President, South Region

Title

**sign
here** ➡

Signature (Authorized Company Representative (Applicant))

Date

GIVEN under my hand and seal of office this, the

_____ day of _____, _____

Notary Public in and for the State of Texas

(Notary Seal)

My Commission expires: _____

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Schedule C: Employment Information

Date 6/15/2022
Applicant Name LINDE INC.
ISD Name BEAUMONT ISD

Form 50-296A

Revised October 2020

				Construction		Non-Qualifying Jobs	Qualifying Jobs	
				Column A	Column B	Column C	Column D	Column E
	Year	School Year (YYYY-YYYY)	Tax Year (Actual tax year) YYYY	Number of Construction FTE's	Average annual wage rates for construction workers	Number of non-qualifying jobs applicant estimates it will create (cumulative)	Number of new qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Annual wage of new qualifying jobs
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2023-2024	2023	600 FTE	52,500	0	0	0
	0	2024-2025	2024	600 FTE	52,500	0	0	0
	0	2025-2026	2025	600 FTE	52,500	0	0	0
Value Limitation Period <i>The qualifying time period could overlap the value limitation period.</i>	1	2026-2027	2026	N/A	N/A	0	10	62,653
	2	2027-2028	2027	N/A	N/A	0	10	62,653
	3	2028-2029	2028	N/A	N/A	0	10	62,653
	4	2029-2030	2029	N/A	N/A	0	10	62,653
	5	2030-2031	2030	N/A	N/A	0	10	62,653
	6	2031-2032	2031	N/A	N/A	0	10	62,653
	7	2032-2033	2032	N/A	N/A	0	10	62,653
	8	2033-2034	2033	N/A	N/A	0	10	62,653
	9	2034-2035	2034	N/A	N/A	0	10	62,653
	10	2035-20306	2035	N/A	N/A	0	10	62,653
Years Following Value Limitation Period	11 through 25	2036-2051	2036-2050	N/A	N/A	0	10	62,653

Notes: See TAC 9.1051 for definition of non-qualifying jobs.
Only include jobs on the project site in this school district.

O'HANLON, DEMERATH & CASTILLO

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE
AUSTIN, TEXAS 78701
PHONE: (512) 494-9949
FAX: (512) 494-9919

KEVIN O'HANLON

kohanlon@808west.com

Rio Grande Valley Office
426 W. Caffery Ave.
Pharr, Texas 78577

San Antonio Office
117 W. Craig Place
San Antonio, Texas 78212

June 16, 2022

Superintendent Dr. Shannon Allen and
Members of the Board of Trustees
Beaumont Independent School District
3395 Harrison Avenue
Beaumont, TX 77706

RE: Legal Representation Agreement for District Representation for Purposes of Tax Code
Chapter 313 matters concerning Application of Linde Inc.

Dear Superintendent Allen and Members of the Beaumont ISD Board of Trustees,

The purpose of this letter is to provide you the terms and conditions under which our firm proposes to undertake all necessary legal work to process, negotiate, draft and, as requested, provide post-agreement legal advice to the Beaumont Independent School District Board of Trustees or the Board of Trustees upon reassuming their duties (hereinafter "Client") concerning the above-referenced Application of Linde Inc. At all times our representation will be subject the direction of Client's Board of Trustees and executive staff. Please review the agreement, and if you wish to retain the Firm's services, execute and return the agreement to our office by either facsimile or email.

If retained, we propose to represent in the above-referenced matter as follows:

I. Designation of Firm's Primary Counsel: Kevin O'Hanlon, our firm's President and Managing Partner will have primary responsibility for this engagement. Mr. O'Hanlon has been practicing law in Texas for approximately 38 years and has been involved in the drafting and negotiation of Chapter 313 agreements since drafting the original Chapter 313 agreement in 2002. The use of all firm personnel will be based on the exercise of our professional judgment and will depend on the nature of the work to be performed and the qualifications, skill and specialized expertise needed to perform an aspect of a specific engagement.

II. Legal Representation Through Agreement Execution: If engaged by Client, our firm will provide the following legal services with respect to the above referenced matter for the fee set forth in Paragraph III, below:

1. Review Client's existing Chapter 313 Policies and, where appropriate, recommend amended language to the Board, to ensure compliance with current statute and regulatory directives.
2. Review the Application, including Schedules A1-C and all other supporting documentation for completeness; and require the Applicant, as necessary, to submit additional and/or supplementary information to ensure that the Application documents and any other required reports include all information required by the Comptroller's rules or by 34 Tex. Administrative Code § 9.1054.
3. Upon request, provide a comprehensive briefing on the mandatory procedures, rules of the Comptroller's Office, legal risks under the Texas school finance system.
4. Review, on behalf of the Client, any Amended, Supplemental Application, or any other required documentation, submitted by the Applicant for the same project, and make appropriate recommendations for action.
5. Ensure that all requests from the Comptroller concerning the Application are expeditiously handled, and forward to the Comptroller and the Appraisal District any Amended or Supplemental Application or any other information necessary to complete the Comptroller's Application Certification or economic impact study.
6. Ensure Client is kept current on and is in compliance with all required transparency requirements.
7. Where requested, draft Board agenda items and supporting materials for Board action, in full compliance with the Texas Open Meetings Act.
8. Attend, in person any staff and/or Board meetings as necessary to keep Client informed of the status of the engagement.
9. Coordinate with Client's school finance consultants to ensure all required analyses to properly protect the District's financial interests have been completed in a timely manner.
10. Secure and forward all required supplemental information necessary to assist the staffs of the Comptroller and, as applicable, the Texas Education Agency (TEA); the Texas Workforce Commission, and the Texas Economic Development and Tourism Office with the analyses required by the rules adopted by the respective agencies.
11. Track all deadlines including Tex. Tax Code § 313.025(b) and, if required prepare and transmit extension of time documentation to the required stakeholders in order that not later than 150 days after the Application Review Start Date, an Agreement is presented to the Board for final approval or action upon a request from the Applicant for an extension of the Application Review Period has been timely executed and forwarded to the

Comptroller.

12. Secure the required Certification from the Texas Comptroller's Office as a prerequisite for application approval by the Board.
13. Prepare appropriate documentation and materials, including agenda postings, to ensure a proper Public Hearing on the Application is held at which the Superintendent, the District's consultants, the Applicant, and members of the public shall have a reasonable opportunity to present their views on the proposed Application.
14. Ensure that required conflict of interest filings are prepared and reviewed at critical stages of the application approval process by all stakeholders.
15. In conjunction with the Client's school finance consultants, prepare and have presented for Board review and adoption such findings of fact regarding the Application as are required by law.
16. Review the financial impact of any proposed agreement with the Client's Board and executive staff and with the District's school finance consultants to ensure that the full financial consequences of the agreement are understood by and acceptable to Client.
17. In accordance with Client instructions, negotiate final terms of a proposed tax limitation agreement, to include the maximum possible financial protections for the Client, and in accordance with Client directives, negotiate terms for supplemental payments as are allowed under law and consistent with Client directives, and present any recommendations concerning the negotiations to the Client.
18. Ensure that the District and the Comptroller are provided draft copies of the Agreement at least twenty (20) days prior to the meeting at which the Board is scheduled to consider final approval of an Agreement, and secure Comptroller approval of such draft prior to final Board action.
19. Ensure that after final Board approval of any Chapter 313 agreement, fully executed copies of such agreement are distributed to all appropriate parties and stakeholders.

III. Fees for Services under Section II: Our firm policy is to charge its school district clients a flat fee of \$45,000.00 for all services provided to the District under Section II, above. For services under Section II, Client will be billed for services upon final Client approval of completed Chapter 313 Agreement, or in the event of withdrawal of the Chapter 313 application from Client consideration if Applicant no longer wishes to proceed with its Application.

IV. Post Agreement Legal Services: After the approval and execution of a Tax Limitation Agreement as contemplated by Section II, above, our firm will on an annual basis, provide Client with all legal representation necessary to:

1. Advise Client with respect to its obligations and entitlements under the Agreement.
2. Assist the appointed Third-Party under the Agreement with the performance of their duties.
3. Monitor new legal developments and ensure full Client compliance requirements imposed, from time-to-time by the Texas Comptroller's Office, the Texas Education Agency, or any State regulatory or Legislative agency, including audits by the State Auditor.
4. Represent the District with respect to all Public Information Act requests concerning the Chapter 313 Agreement or its compliance requirements.
5. Assemble draft and file all required reports to regulatory agencies.
6. Draft and present to the Board for possible adoption, including the drafting of required agenda items and supporting materials, all required post-agreement resolutions of Findings necessary to ensure ongoing compliance.
7. Advise Client and represent the District in all appeals or disputes with the Applicant.
8. Represent the District in all mediations or litigation arising out of the Agreement or its enforcement.

V. Fees for Services under Section IV: Billing for services performed from year-to year under Section IV, above will be limited the total fee which can be recovered to from the Applicant under the agreement, after the payment of the Third-Party's fees which will also be recoverable from the Applicant. In addition to the foregoing our firm will be entitled to retain any attorney's fees by a court of competent jurisdiction over matters involving the agreement. Client will not be responsible to the firm for payments of fees and/or expenses in excess of the amount set forth herein. By way of clarification, our annual fees will not cause the District to budget or expend any monies in excess of that recoverable from the Chapter 313 Applicant. For services billed under Section IV, in accordance with provisions contained in the Chapter 313 Agreement, Applicant will be directly billed for such services. All invoices will show, on their face the source of payments, ensuring that Client does not incur a net expense for the provision of services under Section IV.

VI. Termination of Services

This agreement shall continue from-year-to year, along as the Agreement executed under Section 2 remains in effect. **Client's Obligations to our firm under Sections III and V may be terminated at any time in the sole discretion of the Client.** In the event of termination by Client, our firm shall be compensated for the work performed for Client prior to the date of termination. Our firm may cancel terminate this agreement only upon ninety (90) days prior notice to client

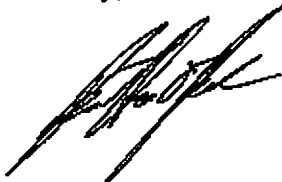
VII. Conflict Issues: We have reviewed the goals that the Client wishes to achieve through this engagement and have examined our relationship with the proposed applicant. We have not detected any conflict between our firm and your interests in this engagement.

VIII. Submission of Additional Documentation: Contemporaneously with the submission of this Engagement Letter we are submitting the following additional documentation

- a. A completer Vendor Conflict of Interest Disclosure Form (Texas Ethics Commission Form CIQ)
- b. Completed Internal Revenue Service Form W-9

On a personal note, I am very pleased that are considering our firm to assist in this important project. We look forward to serving you, and we shall use our best efforts on your behalf. We firmly believe that the experience that our legal team brings to the engagement will enable the Client to both control its legal risk, while providing the highest possible benefit for the Client and its constituents.

Sincerely,



Kevin O'Hanlon
O'HANLON, DEMERATH & CASTILLO

AGREED TO:

By: _____
Superintendent



— O'HANLON —
DEMERATH & CASTILLO

Attachment A

Compliance with House Bill 89 and Senate Bill 252

Due to the passage of House Bill 89 and Senate Bill 252 during the 85th Texas Legislative Session, effective September 1, 2017, any entity contacting with a school district must adhere to following:

Compliance with House Bill 89: A governmental entity may not enter into a contract with a company for good or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract.

Compliance with Senate Bill 252: A governmental entity may not enter into a contract with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

In signing this attachment, I attest that O'Hanlon, Demerath & Castillo is in compliance with HB 89 and SB 252.

Kevin O'Hanlon
Partner
O'Hanlon Demerath & Castillo

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

O'Hanlon, Demerath & Castillo

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Beaumont ISD Board of Trustees and Superintendent

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

NONE

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

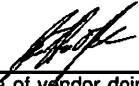
☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NONE

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

6/9/2022

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

O'Hanlon, Demerath & Castillo, P.C.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

808 West Ave

6 City, state, and ZIP code

Austin, Texas 78701

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 6 - 2 6 9 1 9 1 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 01/04/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

O'Hanlon, Demerath & Castillo
Austin, TX United States

Certificate Number:
2022-897146

Date Filed:
06/09/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Beaumont Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TBD by Comp. App. No.

Legal Representation Agreement for District Representation for Purposes of Tax Code Chapter 313 matters concerning Application of Linde Inc.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Castillo, Ben	Pharr, TX United States	X	
	O'Hanlon, Kevin	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Kevin O'Hanlon, and my date of birth is 5/18/1952.

My address is 808 West Avenue, Austin, Texas, 78701, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 9th day of June, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CONSULTING AGREEMENT

By and Between the
BEAUMONT INDEPENDENT SCHOOL DISTRICT
and
MOAK, CASEY & ASSOCIATES, INC.

MOAK, CASEY & ASSOCIATES, INC. ("Consultant"), agrees to provide the services ("Services") indicated in this consulting agreement ("Agreement") in return for fees as enumerated below to the **BEAUMONT INDEPENDENT SCHOOL DISTRICT** ("District"), relating to an Application for Appraised Value Limitation on Qualified Property ("Value Limitation") from **LINDE INC.** ("Company"), for a new facility, pursuant to Chapter 313, Texas Tax Code. The Services include the components listed below.

PART I. SERVICES

Consultant shall:

- 1.1. *Brief the school board, senior administrators and community leaders:* Consultant will provide a comprehensive briefing on the mandatory procedures, rules of the Comptroller's Office, financial risks, and impact under the Texas school finance system.
- 1.2. *Analyze the Company's Application Prior to Submission to the Comptroller's Office:* Consultant will assist in the review of the Company's application, if needed, for completeness prior to submission to the Comptroller's Office.
- 1.3. *Monitor the Comptroller's and T.E.A.'s application review:* Consultant will assist in monitoring the Comptroller's economic analysis and assessment of the project, if needed, as well as any review by T.E.A. to ensure that all information requests and any other issues are addressed during the review process.
- 1.4. *Prepare school-finance analysis:* Consultant will use district-specific financial models to estimate impact of the proposed economic development over the full period of the Value Limitation process.
- 1.5. *Negotiate with applicant company:* Consultant will undertake informal and formal negotiations with the Company or its representatives, as directed by the District.



- 1.6. *Prepare annual calculations required under the Value Limitation Agreement and annual and biennial reports required by the State Comptroller's Office and Texas Education Agency following execution of the Value Limitation Agreement.* The annual financial calculations and the annual and biennial reports will be prepared by the Consultant as required, at no expense to the District.
- 1.7. *Provide staff support for the District if it is subject to a review by the State Auditor's Office.* In the event the District's Chapter 313 agreement is subject to a review by the State Auditor's Office, Consultant will provide staff support to address the information requirements associated with the audit, at no expense to the District.

PART II. GENERAL PROVISIONS

In performing these Services, Consultant and the District agree to the following additional terms and conditions:

- 2.1. Consultant shall be available for direct consultation with the Board of Trustees of the District, but shall maintain its primary contact with Dr. Shannon Allen, its Superintendent.
- 2.2. The District shall provide for the reproduction and dissemination of major reports or other written materials.
- 2.3. Services provided by Consultant shall be provided by direct staff of Consultant or through resources under subcontract.
- 2.4. The District shall promptly provide Consultant with necessary background information relating to financial and other pertinent data.
- 2.5. Information obtained by Consultant from the District shall remain confidential unless authorization for the release of the information has been approved by an authorized representative of the District, or unless disclosure of the information is required by the Texas Public Information Act.
- 2.6. Consultant is not an employee of the District, and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. The District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of Consultant. Consultant shall indemnify and hold the District harmless from any and all liability to the Internal Revenue Service for the payment of any taxes or withholding paid to Consultant under this Agreement. Consultant shall also indemnify and hold harmless the District, its officials and employees, against claims for damages, personal injury or death caused by the acts or omissions of Consultant or Consultant's employees or subcontractors in the performance of this Agreement.
- 2.7. Nothing in this Agreement shall be construed to prevent Consultant from entering into agreements with other individual school districts or other education groups regarding financial planning, legal, consulting, and other related services that do not conflict with this Agreement.



- 2.8. No provision of this Agreement shall be construed to prevent Consultant from undertaking sponsored research or services on Texas statewide school finance issues.
- 2.9. No provision of this Agreement shall be construed to entitle the District to access to general statewide finance modeling services and analyses prepared by Consultant except as covered under Part I.
- 2.10. This Agreement shall be in force June 16, 2022, until the Services set forth herein as Items 1.1 to 1.5 have been completed, and for the services provided under Items 1.6 and 1.7 shall continue from year-to-year while the Value Limitation Agreement is in effect.
- 2.11. Services under this Agreement may be terminated at any time at the sole discretion of the District. In event of such termination by the District, District shall pay Consultant prorated fees for the services performed prior to the date of termination.
- 2.12. Consultant may cancel this agreement only upon ninety (90) days prior notice to the District.

PART III. FEES AND EXPENSES

- 3.1. The fee shall be \$45,000 for the term of the Agreement, inclusive of expenses.
- 3.2. Fees shall be paid upon execution of this Contract, but only after receipt of the Completeness Letter as issued by the Texas Comptroller's Office.
- 3.3. All payments shall be due upon receipt of an invoice.
- 3.4. Fees paid under this Agreement by the District for Services listed as Items 1.1 to 1.5 are to be paid from the Application Fee established by the District pursuant to Section 313.031(b), Texas Tax Code.
- 3.5. In no event shall the District be billed for Consultant expenses relating to the Services provided as Items 1.6 and 1.7, beyond the amounts that are allowed to be paid under the Chapter 313 Value Limitation Agreement.

PART IV. NOTICES AND MAILINGS

Invoices, payments, and other official communications shall be considered delivered if mailed to the following, or to such other address as may be designated, in writing, from time to time:

- 4.1. If to Consultant:

Mr. Daniel T. Casey, Partner
MOAK, CASEY & ASSOCIATES, INC.
901 S. MoPac Expressway
Bldg. III, Suite 310
Austin, Texas 78746



4.2. If to District:

Dr. Shannon Allen
Superintendent
Beaumont ISD
3395 Harrison Ave
Beaumont, Texas 77706

DISTRICT:

BEAUMONT INDEPENDENT SCHOOL DISTRICT

CONSULTANT:

MOAK, CASEY & ASSOCIATES, INC.

Printed Name: Dr. Shannon Allen

Daniel T. Casey
Partner

Date: _____

Date: June 16, 2022

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Moak, Casey & Associates, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

901 S. Mopac Bldg III Ste 310

6 City, state, and ZIP code

Austin, TX 78746

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 6 - 0 4 5 6 9 9 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 2-11-19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Moak, Casey & Associates
Austin, TX United States

Certificate Number:
2022-880441

Date Filed:
04/30/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Beaumont Independent School District

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TBD

Consulting services to assist the district in its evaluation of a Chapter 313 property value limitation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Casey, Dan	Austin, TX United States	X	
	Moak, Lynn	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is John Grey, and my date of birth is 12/13/73.

My address is 701 S. Moak Expy., Bldg 310, Suite 310 Austin TX 78746 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 30th day of April, 2022.
(month) (year)

J. M. S.
Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Moak, Casey & Associates

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Beaumont ISD Board of Trustees and Superintendent

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

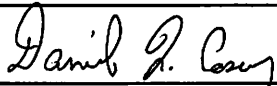
☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

May 19, 2022

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Attachment A

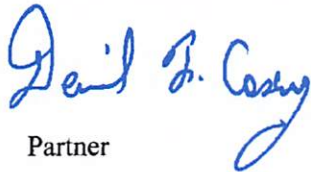
Compliance with House Bill 89 and Senate Bill 252

Due to the passage of House Bill 89 and Senate Bill 252 during the 85th Texas Legislative Session, effective September 1, 2017, any entity contacting with a school district must adhere to following:

Compliance with House Bill 89: A governmental entity may not enter into a contract with a company for good or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract.

Compliance with Senate Bill 252: A governmental entity may not enter into a contract with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

In signing this attachment, I attest that Moak Casey & Associates is in compliance with HB 89 and SB 252.



Partner

Moak, Casey & Associates
910 S. Mopac Expressway
Building III, Suite 310
Austin, Texas 78746



Board Exhibit Cover Sheet

Meeting Date: June 16, 2022

Agenda Item/Exhibit Number: **IV.F.6.**

Agenda Item Title: Adopt the Ordinance and Resolution Adopting the School District Budget for 2022-2023 Fiscal Year

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: The Board must adopt the budgets for the General, Child Nutrition Services and Debt Service Funds.

Recommendation: Adopt Ordinance and Resolution Adopting the School District Budgets for 2022-2023 Fiscal Year

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):

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

6/6/2022
Date

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

Date

General Counsel's Signature

Date

ORDINANCE AND RESOLUTION ADOPTING BUDGET

AN ORDINANCE AND RESOLUTION ADOPTING AND APPROVING THE BUDGET OF THE BEAUMONT INDEPENDENT SCHOOL DISTRICT OF JEFFERSON COUNTY, TEXAS, BEGINNING JULY 1, 2022, AND TERMINATING JUNE 30, 2023, AND MAKING APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT.

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

WHEREAS, such Board of Trustees does hereby desire to adopt and approve the budget of such District for the fiscal year 2022-2023;

NOW, THEREFORE: BE IT ORDAINED AND RESOLVED by the Board of Trustees of the **BEAUMONT INDEPENDENT SCHOOL DISTRICT OF JEFFERSON COUNTY, TEXAS**, that:

SECTION 1. Subject to the applicable provisions of the state law and the state constitution, the budget for the fiscal year beginning **July 1, 2022**, and terminating **June 30, 2023**, as filed and submitted by the Superintendent of such District and as adjusted by the Board of Trustees of said District, containing estimates of resources and revenues for the year from all of the various sources, and the projects, operations, activities, and purchases proposed to be undertaken during the year on Exhibit "B", together with the estimated costs therefore, and estimated amounts of all proposed expenditures, is hereby approved and adopted as set forth on the Exhibit "C" attached hereto and made a part hereof for all intents and purposes.

SECTION 2. There is hereby appropriated from the funds indicated and for such purposes respectively, as set forth on the attached Exhibits "B-1" and "C-1" such sums of money as may be required for the accomplishment of each of the projects, operations, activities, purchases and other expenditures proposed in such budget, not to exceed for all such purposes proposed for any department, the total amount of the estimated cost of the projects, operations, activities, purchases, and other expenditures proposed for such department.

Date Approved: _____

**BEAUMONT INDEPENDENT SCHOOL DISTRICT
JEFFERSON COUNTY, TEXAS**

By: _____

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

BEAUMONT INDEPENDENT SCHOOL DISTRICT
BUDGETED REVENUES
SUMMARY BY FUND

TYPE OF REVENUE	2021-22	2022-23
	Adopted Budget	Proposed Budget
199 General Fund	\$ 173,445,347	\$ 172,301,012
240 Child Nutrition Services	12,183,309	12,227,621
500 Interest & Sinking	35,406,458	39,370,841
TOTAL ALL FUNDS	\$ 221,035,114	\$ 223,899,474

BEAUMONT INDEPENDENT SCHOOL DISTRICT
BUDGETED EXPENDITURES
SUMMARY BY FUND

	2021-22 Adopted Budget	2022-23 Proposed Budget
Board Adopted Budgets		
199 General Fund	\$ 173,445,347	\$ 172,301,012
240 Child Nutrition Services	12,183,309	12,227,621
500 Interest & Sinking	<u>35,406,458</u>	<u>39,370,841</u>
TOTAL ALL FUNDS	<u>\$ 221,035,114</u>	<u>\$ 223,899,474</u>



Board Exhibit Cover Sheet

Meeting Date: June 16, 2022

Agenda Item/Exhibit Number: **IV.F.7.**

Agenda Item Title: Award recommended vendor for RFP # 22.18 Pathways Water Intrusion and Roofing Repairs

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Peggy Haynes, Allen DeVault

Executive Summary: An RFP was issued in May 2022 for the renovation of the Pathways campus. Scope of work includes a new roofing system, new HVAC, and interior repairs from water damage.

Recommendation: Approve award for Pathways Water Intrusion and Roof Repairs to Preferred Facilities Group.

Budget Impact* (if applicable): \$1,758,938.63
General Fund: \$416,399.00
Federal Fund: \$1,342,599.63

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

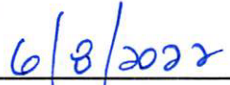
Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):
Ch. 44.031, 2 CFR 200, EDGAR

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 #22.18 Pathways

Description	Construction Managers of Southeast Texas		Preferred Facilities Group	
		Points		Points
1. Price 35 pts.		35.00		34.00
2. Background and relevant experience 20 pts.		18.00		20.00
3. References of prior clients 15 pts.		15.00		15.00
4. Responsiveness to Beaumont ISD requirements 10 pts.		5.00		10.00
5. Preparation and quality of proposal 5 pts.		5.00		0.00
6. Prior work with Texas school districts 10 pts.		10.00		10.00
7. Minority or woman owned business 5 pts.		5.00		0.00
	Carroll	93.00		89.00
	DeVault	83.00		84.00
	McClelland	88.00		93.00
	Moore	85.00		93.00
	Total	87.25		89.75

Bid Evaluator:

Carroll

DeVault

McClelland

Moore

Audited by:

Sarver



Board Exhibit Cover Sheet

Meeting Date: June 16, 2022

Agenda Item/Exhibit Number: **IV.F.8.**

Agenda Item Title: Award recommended vendor for RFP # 22.25 Lawn Maintenance Services

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Peggy Haynes, Allen DeVault

Executive Summary: An RFP was released in April 2022 for Lawn Maintenance Services throughout the district. The district added 10 properties to the scope of work from last year's RFP. There were six respondents to the RFP. The recommended vendor award is \$58,230 less than the 2021 -2022 contract. This is a 2022-2023 fiscal year expenditure, with a contract start date of August 1, 2022.

Recommendation: Approve RFP #22.25 Lawn Maintenance Services by Eagle Outdoor

Budget Impact* (if applicable): \$707,400.00

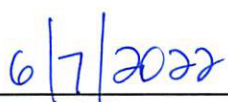
Funding Source (if applicable): General Fund

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 #22.25

	A-1 Premier		Jays Landscape		Garden of Geth.		RCI		Eagle Outdoor	
	\$830,155.00		\$1,125,712.00		\$995,436.00		\$912,921.57		\$707,400.00	
Description		Points		Points		Points		Points		Points
Price (40)		34.00		25.00		28.00		31.00		40.00
Quality of vendors services (20)		18.00		15.00		15.00		19.00		15.00
Understanding of district needs (15)		15.00		15.00		12.00		15.00		12.00
Presentation (5)		3.00		4.00		2.00		4.00		5.00
Minority or woman owned business (10)		0.00		0.00		10.00		0.00		10.00
Best Value Tradeoff (10) Texas Business		10.00		10.00		10.00		0.00		10.00
	Carroll	80.00		69.00		77.00		69.00		92.00
	Haynes	83.00		75.00		75.00		70.00		100.00
	DeVault	79.00		74.00		83.00		65.00		97.00
	Tatum	79.00		69.00		82.00		66.00		99.00
	Average	80.25		71.75		79.25		67.50		97.00

Note: Southern Lawn and Landscape was disqualified for not submitting two bid packages, signed disclosures, and references.

Bid Evaluators:

Peggy Haynes

Allen DeVault

Beau Carroll

Steve Tatum

Audited by:

Carrie Sarver

Board Exhibit Cover Sheet

Beaumont ISD

RFP #22.23 Student & Athletic Insurance

	Brokerage Store		Monarch / Alamo		Gutschlage	
Description		Points		Points		Points
Price (40)		37.00		40.00		38.00
Doctor's office locations (10)		10.00		10.00		7.00
Understanding of district needs (30)		30.00		25.00		25.00
Minority or woman owned business (5)		0.00		0.00		0.00
Past relationship with district (15)		15.00		0.00		0.00
	CARROLL	92.00		75.00		70.00
	BROWN	92.00		72.00		69.00
	Average	92.00		73.50		69.50

Discount from \$126,656 to
\$116,500 with a two year
premium guarantee.

Bid Evaluators:

Beau Carroll

Doris Brown

Audited by:

Carrie Sarver