

**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, January 19, 2023

Regular Meeting

4:30 PM

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

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

**4:30 PM - (CALL TO ORDER)**

- I. INTRODUCTION
    - A. ROLL CALL
      - 1. CLOSED SESSION (CLOSED TO PUBLIC) - BOARD WILL CONVENE IN CLOSED SESSION UNDER CHAPTER 551 OF THE TEXAS GOVERNMENT CODE, SECTIONS 551.071, 551.072, 551.073, 551.074, 551.076, 551.083, 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. Superintendent Summative Evaluation
            - 2. Superintendent's Contract
            - 3. Police Department-CLEAT
            - 4. Personnel - Truancy Prevention
        - c. REAL ESTATE
          - 1. Deliberation regarding the purchase, exchange, lease or value of real property
        - d. ECONOMIC DEVELOPMENT
          - 1. Deliberation regarding an offer of a financial or other incentive to a business prospect related to economic development negotiations
- II. 6:30 p.m. - BOARD ROOM (REGULAR OPEN BOARD MEETING)
  - A. INTRODUCTION OF REGULAR MEETING
    - 1. United States and Texas Flags Pledges of Allegiance
    - 2. Recognitions
  - B. STUDENT OUTCOMES
    - 1. Superintendent's Report
    - 2. Cabinet Report
      - a. SGS Goal (2nd 9-week data), Discipline Goal
      - b. Vision Week Report
  - C. PUBLIC COMMENTS
  - D. INFORMATION ITEMS





**Tax Collection Report**  
**December 31, 2022**

	<b>Taxes Collected</b>			
	<b>12/31/22</b>		<b>12/31/21</b>	
	M & O	I & S	M & O	I & S
Current	25,069,498.44	6,967,549.57	24,183,594.40	6,721,329.93
Delinquent	84,635.46	22,108.96	98,401.14	25,276.17
Penalties & Interest	48,444.59	12,122.88	43,868.93	10,698.67
<b>Totals</b>	<b>25,202,578.49</b>	<b>7,001,781.41</b>	<b>24,325,864.47</b>	<b>6,757,304.77</b>

	<b>Current Taxes</b>			
	<b>Tax Levy</b>	<b>Collections for 12/31/2022</b>	<b>YTD Current Collections</b>	<b>Collected Percentage</b>
	150,842,069.44	32,037,048.01	39,628,837.64	26.27%

<b>Two Year Comparison</b>	
<b>Current Year as of 12/31/2022</b>	<b>Prior Year as of 12/31/2021</b>
26.27%	27.41%

**AGENDA:**  
January 19, 2023



## Board Exhibit Cover Sheet

**Meeting Date:** January 19, 2023

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

**Agenda Item Title:** Report – General Fund Summary

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):**

**Executive Summary:** N/A

**Recommendation:** N/A

**Budget Impact\* (if applicable):** N/A

**Funding Source (if applicable):** N/A

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

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

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

Cheryl Hernandez  
Cabinet Level Presenter's Signature

1/19/2023  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date

**GENERAL FUND**  
**Budget vs. Expenditures**  
**December 31, 2022**

	Amended Budget	Month To Date	Year to Date Transactions	Outstanding Encumbrances	Balances
<b>REVENUES</b>					
Property Tax Collection (including delinquencies)	111,152,658	25,202,578	32,339,233	-	78,813,425
Sources of Misc Income (Foreign Trade Zone, Athletics...)	13,933,437	226,402	1,909,266	-	12,024,171
State Program Revenues	39,437,743	1,591,712	18,330,054	-	21,107,689
Federal Program Revenues	7,854,174	32,740	1,832,235	-	6,021,939
Other Financing Sources	300,000	51,321	1,279,683	-	(979,683)
<b>Total Revenues</b>	<b>172,678,012</b>	<b>27,104,754</b>	<b>55,690,471</b>	<b>-</b>	<b>116,987,541</b>
<b>EXPENDITURES</b>					
11 Classroom	86,969,255	5,834,274	38,750,776	259,303	47,959,176
12 Library	1,376,967	68,336	518,944	25,683	832,339
13 Staff Development	704,463	19,917	148,476	43,805	512,182
21 Asst Sups, Directors, Supervisors, Curriculum Coordinators	3,483,750	173,595	1,481,573	31,000	1,971,177
23 Principal, Asst. Principals, Office Clerical	10,443,992	623,086	4,739,316	69,733	5,634,943
31 Counselors	6,303,866	387,144	2,990,212	39,425	3,274,228
32 Social Workers	297,374	11,142	92,067	-	205,307
33 Nurses	1,912,528	123,039	907,649	4,504	1,000,375
34 Transportation	5,912,865	328,908	2,333,453	532,616	3,046,796
36 Extracurricular	5,960,823	291,522	2,957,964	399,110	2,603,749
41 Administration	7,261,520	304,322	3,076,105	378,692	3,806,723
51 Maintenance and Utilites	33,958,046	6,237,517	16,993,936	5,295,926	11,668,184
52 Police and Monitoring Services	6,521,056	436,790	1,869,033	1,279,112	3,372,911
53 Data Processing Personnel	3,004,104	58,696	1,603,267	362,924	1,037,913
61 Parent involment Liaisons, Day Car Workers	201,990	6,482	23,224	600	178,165
71 Debt Service	1,114,965	-	1,114,964	-	1
93 Fiscal Agent - Shared Service for Deaf Program	352,950	-	-	-	352,950
95 Juvenile Justice Alternative Ed Program	161,860	161,860	161,860	-	-
99 Other Intergovernmental Charges	2,103,765	929,620	1,295,718	-	808,047
<b>Total Expenditures</b>	<b>178,046,139</b>	<b>15,996,249</b>	<b>81,058,537</b>	<b>8,722,434</b>	<b>88,261,270</b>
<b>Net increase (decrease)</b>	<b>(5,368,127)</b>	<b>11,108,505</b>	<b>(25,368,066)</b>	<b>(8,722,434)</b>	<b>28,726,271</b>



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

<b>West Brook High School</b>	<b>\$ 43,824.00</b>
<b>Explanation:</b> Car Registrations, Chromebook Fees, AP Fees, Cell Phone Fines, Library Fines, Commissions/Vending Machines, ID Fines, Yearbook, Program Ads	
<b>Beaumont United High School</b>	<b>\$ 28,301.00</b>
<b>Explanation:</b> Car Registrations, AP Fees, Chromebook Fees, Cell Phone Fines, Commissions/Vending Machines, Transcript Fees, Yearbook, Textbook Fines	
<b>Smith Middle School</b>	<b>\$ 3,942.00</b>
<b>Explanation:</b> Commissions/Vending Machines, Cell Phone Fines, Chromebook Fees, Homecoming Dance, Basketball Concessions	
<b>King Middle School</b>	<b>\$ 30.00</b>
<b>Explanation:</b> Chromebook Fees	
<b>Marshall Middle School</b>	<b>\$ 5,981.00</b>
<b>Explanation:</b> Cell Phone Fines, Gym Suits, LED Signs, Chromebook Fees, Yearbooks, ID Fines	
<b>Odom Academy</b>	<b>\$ 3,585.00</b>
<b>Explanation:</b> Cell Phone Fines, Chromebook Fees, Commissions/Vending Machines	
<b>Vincent Middle School</b>	<b>\$ 1,659.00</b>
<b>Explanation:</b> Chromebook Fees, ID Fines, Commissions/Vending Machines	
<b>Amelia Elementary</b>	<b>\$ 1,820.00</b>
<b>Explanation:</b> Commissions/Vending Machines, Donation, Chromebook Fees	
<b>Caldwood Elementary</b>	<b>\$ 1,494.00</b>
<b>Explanation:</b> Library Fines, Chromebook Fees, Donation	
<b>Curtis Elementary</b>	<b>\$ 5,476.00</b>
<b>Explanation:</b> Chromebook Fees, Book Fair	
<b>Fletcher Elementary</b>	<b>\$ 8,085.00</b>
<b>Explanation:</b> Fundraiser Proceeds, Chromebook Fees	
<b>Guess Elementary</b>	<b>\$ 2,308.00</b>
<b>Explanation:</b> Chromebook Fees, Commissions/Vending Machines	
<b>Regina Howell Elementary</b>	<b>\$ 29,488.00</b>
<b>Explanation:</b> Chromebook Fees, Fundraiser Proceeds	
<b>Homer Drive Elementary</b>	<b>\$ 1,221.00</b>
<b>Explanation:</b> Commissions/Vending Machines	
<b>Pietzsch Elementary</b>	<b>\$ 6,054.00</b>
<b>Explanation:</b> Chromebook Fees, Library Fines, Fundraiser Proceeds, Commissions/Vending Machines	
<b>Dishman Elementary</b>	<b>\$ 2,395.00</b>
<b>Explanation:</b> Commissions/Vending Machines, Chromebook Fees	
<b>Blanchette Elementary</b>	<b>\$ 1,664.00</b>
<b>Explanation:</b> Chromebook Fees, Fundraiser Proceeds	
<b>Martin Elementary</b>	<b>\$ 3,282.00</b>
<b>Explanation:</b> Chromebook Fees, Fundraiser Proceeds	

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

<b>Phalen Leadership Academy (Jones-Clark ES)</b>	<b>\$ 1,345.00</b>
<b>Explanation:</b> Fundraiser Proceeds, Donation	
<b>Charlton-Pollard Elementary</b>	<b>\$ 2,471.00</b>
<b>Explanation:</b> Chromebook Fees, Donations, Commission/Vending Machines	
<b>Fehl Price Classical Academy</b>	<b>\$ 90.00</b>
<b>Explanation:</b> Chromebook Fees	
<b>Bingman Pre-K Center</b>	<b>\$ -</b>
<b>Explanation:</b>	
<b>Lucas Pre-K Center</b>	<b>\$ 195.00</b>
<b>Explanation:</b> Chromebook Fees, Donation	
<b>Pathways Learning Center</b>	<b>\$ -</b>
<b>Explanation:</b>	
<b>Career and Technical Center</b>	<b>\$ 16,573.00</b>
<b>Explanation:</b> Ag Farm Fundraiser Proceeds, Practicum Catering, Practicum Fees, Commissions/Vending Machines	
<b>Brown Center</b>	<b>\$ 1,000.00</b>
<b>Explanation:</b> Donation	
<b>Transportation Dept</b>	<b>\$ -</b>
<b>Explanation:</b>	
<b>Maintenance Dept</b>	<b>\$ -</b>
<b>Explanation:</b>	
<b>Administration Building</b>	<b>\$ 129.00</b>
<b>Explanation:</b> Commissions/Vending Machines	
<b>Admin. Annex Building</b>	<b>\$ -</b>
<b>Explanation:</b>	
<b>Police Dept.</b>	<b>\$ 27.00</b>
<b>Explanation:</b> Crash Reports	
<b>Early College H.S.</b>	<b>\$ 4,747.00</b>
<b>Explanation:</b> Dormant Account Transfer, Commission/Vending Machines, Cell Phone Fines, Spirit Item Proceeds	
<b>School for the Deaf (Deaf Ed.)</b>	<b>\$ -</b>
<b>Explanation:</b>	

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

		<u>Original Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<b><u>Revenues</u></b>				
Local Revenue - Other Sources	461.00.5749.00	283,957	177,186	461,143
<b><u>Expenditures</u></b>				
	<b><u>School Leadership</u></b>			
West Brook High School	461.XX.6499.00.008.00.000	90,671	43,824	134,495
Beaumont United High School	461.XX.6499.00.014.00.000	17,871	28,301	46,172
Smith Middle School	461.XX.6499.00.042.00.000	391	3,942	4,333
King Middle School	461.XX.6499.00.043.00.000	7,034	30	7,064
Marshall Middle School	461.XX.6499.00.046.00.000	24,407	5,981	30,388
Odom Academy	461.XX.6499.00.047.00.000	24,076	3,585	27,661
Vincent Middle School	461.XX.6499.00.048.00.000	8,295	1,659	9,954
Amelia Elementary	461.XX.6499.00.101.00.000	1,581	1,820	3,401
Caldwood Elementary	461.XX.6499.00.104.00.000	2,850	1,494	4,344
Curtis Elementary	461.XX.6499.00.105.00.000	11,792	5,476	17,268
Fletcher Elementary	461.XX.6499.00.110.00.000	11,097	8,085	19,182
Guess Elementary	461.XX.6499.00.112.00.000	5,218	2,308	7,526
Regina Howell Elementary	461.XX.6499.00.118.00.000	12,743	29,488	42,231
Homer Drive Elementary	461.XX.6499.00.123.00.000	5,549	1,221	6,770
Pietzsch Elementary	461.XX.6499.00.125.00.000	4,039	6,054	10,093
Dishman Elementary	461.XX.6499.00.126.00.000	5,275	2,395	7,670
Blanchette Elementary	461.XX.6499.00.127.00.000	637	1,664	2,301
Martin Elementary	461.XX.6499.00.128.00.000	1,964	3,282	5,246
Phalen Leadership Academy (Jones-Clark)	461.XX.6499.00.129.00.000	15,872	1,345	17,217
Charlton-Pollard Elementary	461.XX.6499.00.130.00.000	5,269	2,471	7,740
Fehl Price Classical Academy	461.XX.6499.00.131.00.000	2,159	90	2,249
Bingman Pre-K Center	461.XX.6499.00.132.00.000	952	-	952
Lucas Pre-K Center	461.XX.6499.00.133.00.000	329	195	524
Pathways Learning Center	461.XX.6499.00.006.00.000	63	-	63
Career and Technical Center	461.XX.6499.00.009.00.000	9,546	16,573	26,119
Brown Center	461.XX.6499.00.012.00.000	1,884	1,000	2,884
Transportation Dept	461.XX.6499.00.811.00.000	104	-	104
Maintenance Dept	461.XX.6499.00.819.00.000	557	-	557
SSA Deaf Program	461.XX.6499.00.838.00.000	3,026	-	3,026
Administration Building	461.XX.6499.00.842.00.000	2,388	129	2,517
Admin. Annex Building	461.XX.6499.00.843.00.000	1,811	-	1,811
Police Dept.	461.XX.6499.00.850.00.000	185	27	212
Early College H.S.	461.XX.6499.00.013.00.000	4,322	4,747	9,069
	Total Expenditures	<u>283,957</u>	<u>177,186</u>	<u>461,143</u>
<b>BUDGET CHANGE</b>				
	Total Revenues	283,957	177,186	461,143
	Total Expenditures	<u>(283,957)</u>	<u>(177,186)</u>	<u>(461,143)</u>
	Adjusted Surplus	-	-	-

**DONATION REPORT - DECEMBER 2022**  
**MONETARY DONATIONS**

<u>Donor Name/Organization</u>	<u>Recipient</u>	<u>Account Number</u>	<u>Amount Given</u>
OCI N.V.	Beaumont Independent School District STEM Program	487.00.5749.00.XXX.00.STM	200,000
ExxonMobil	Beaumont Independent School District STEM Program	487.00.5749.00.XXX.00.STM	33,000
Satcher, Terry Wayne	West Brook High School	461.00.5749.00.008.00.C86	1,710
BASF Corporation	Career & Technical Education Center Future Farmers of America	865.00.2190.00.009.00.S29	10,000
Linehan, Elizabeth Anne	Odom Academy	461.00.5749.00.047.00.C86	19
The Kades Corporation McTeacher Night	Amelia Elementary School	461.00.5749.00.101.00.C86	125
Kinsel Auto Group	Curtis Elementary School	461.00.5749.00.105.00.C86	100
Gulf Credit Union	Curtis Elementary School	461.00.5749.00.105.00.C86	100
CEC Entertainment	Charlton-Pollard Elementary School	461.00.5749.00.130.00.C86	367
Kinsel Auto Group	Charlton-Pollard Elementary School	461.00.5749.00.130.00.C86	100
Gulf Credit Union	Charlton-Pollard Elementary School	461.00.5749.00.130.00.C86	100
Henrietta Savoy	Lucas Pre-K	461.00.5749.00.133.00.C86	135
Jill Metcalf	Lucas Pre-K	461.00.5749.00.133.00.C86	5,000
<b>Total Monetary Donations</b>			<b>250,756</b>

**DONATION REPORT - DECEMBER 2022**  
**RECORD OF DONATED ITEMS**

<u>Donor Name/Organization</u>	<u>SAF Club/Department</u>	<u>Description of Items</u>	<u>Estimated Value</u>
--------------------------------	----------------------------	-----------------------------	------------------------

*No activity this month.*



**Board Exhibit Cover Sheet**

**Meeting Date:** January 19, 2023

**Agenda Item/Exhibit Number:** **II.D.5.**

**Agenda Item Title:** Report – Quarterly Investment Report

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):**

**Executive Summary:** Section 2256.023 of the Public Funds Investment Act requires the investment officer to prepare and submit to the governing body of the entity, not less than quarterly, a written report of investment transactions for all funds covered by the Act for the preceding quarter.

**Recommendation:** N/A

**Budget Impact\* (if applicable):** N/A

**Funding Source (if applicable):** N/A

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

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

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

Cheryl Hernandez  
Cabinet Level Presenter's Signature

1/19/2023  
Date

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

\_\_\_\_\_  
General Counsel's Signature Date

**QUARTERLY INVESTMENT REPORT  
FOR THE QUARTER ENDED NOVEMBER 30, 2022**

**Investment Program**

The legal requirements and local authority for investment of District funds are detailed in Board Policy CDA (Legal) and CDA (Local) as adopted by the Board of Managers. The investments utilized by Beaumont ISD for the Quarter Ended November 30, 2022 included TexPool and Lone Star and Investment Pools.

**Investment Position at November 30, 2022**

<u>Investment</u>	<u>Book Value</u>	<u>Market Value</u>
Lone Star Investment Pool	\$ 58,919,401.34	\$ 58,919,401.34
TexPool	4,130,644.75	4,130,644.75
Total	<u>\$ 63,050,046.09</u>	<u>\$ 63,050,046.09</u>

**Investment Activity**

A summary of activity is listed below:

**Schedule of Transactions by Fund Group  
Investments in Lone Star Investment Pool  
Quarter Ended November 30, 2022**

<u>Investment</u>	<u>Carrying Amount 09/01/2022</u>	<u>Additions 09/01/2022- 11/30/2022</u>	<u>Deductions 09/01/2022- 11/30/2022</u>	<u>Carrying Amount 11/30/2022</u>
General Fund - Corporate Overnight Plus Fund	\$ 71,983,393.93	29,955,604.02	55,958,541.36	\$ 45,980,456.59
General Fund - Corporate Overnight Fund	2,178,487.71	17,926.01	1,955.91	2,194,457.81
General Fund - Government Overnight Fund	826,485.86	4,806,270.12	3,795,876.98	1,836,879.00
Total General Fund	<u>\$ 74,988,367.50</u>	<u>\$ 34,779,800.15</u>	<u>\$ 59,756,374.25</u>	<u>\$ 50,011,793.40</u>
Debt Service - Corporate Overnight Plus Fund	\$ 6,770,573.71	55,939.28	-	\$ 6,826,512.99
Debt Service - Corporate Overnight Fund	597,694.98	4,921.44	-	602,616.42
Debt Service - Government Overnight Fund	161,037.09	1,317,441.44	-	1,478,478.53
Total Debt Service Fund	<u>\$ 7,529,305.78</u>	<u>\$ 1,378,302.16</u>	<u>-</u>	<u>\$ 8,907,607.94</u>
Total Lone Star Investments	<u>\$ 82,517,673.28</u>	<u>\$ 36,158,102.31</u>	<u>\$ 59,756,374.25</u>	<u>\$ 58,919,401.34</u>

**Schedule of Transactions by Fund Group  
Investments in Texpool  
Quarter Ended November 30, 2022**

<u>Type</u>	<u>Carrying Amount 09/01/2022</u>	<u>Additions 09/01/2022- 11/30/2022</u>	<u>Deductions 09/01/2022- 11/30/2022</u>	<u>Carrying Amount 11/30/2022</u>
General Fund	\$ 3,938,252.28	\$ 45,078.79	\$ -	\$ 3,983,331.07
Debt Service Fund	145,646.58	1,667.10	-	147,313.68
Total Investments	<u>\$ 4,083,898.86</u>	<u>\$ 46,745.89</u>	<u>\$ -</u>	<u>\$ 4,130,644.75</u>

Cheryl Hernandez, CFO

  
Stacey Fitch, Comptroller



## Board Exhibit Cover Sheet

**Meeting Date:** January 19, 2023

**Agenda Item/Exhibit Number:** **II.D.6.**

**Agenda Item Title:** '23 – '24 Middle and High School Academic Planning Guide

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

**Additional Presenter(s):** Lydia Sylvester, Director of Guidance & Counseling

**Executive Summary:** The updated Beaumont ISD '23 – '24 Academic Planning Guide will be presented as an informational item. A brief presentation showing the creation timeline and updates for '23 – '24 will be provided.

**Recommendation:**

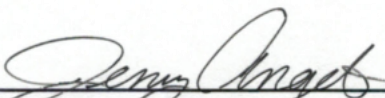
**Budget Impact\* (if applicable):** NA

**Funding Source (if applicable):** NA

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

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

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

  
\_\_\_\_\_  
Cabinet Level Presenter's Signature

January 10, 2023  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

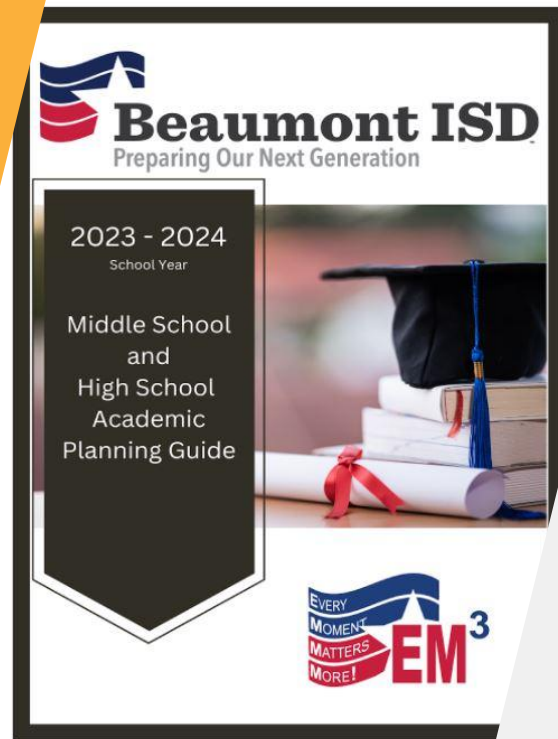
\_\_\_\_\_  
Date

---

# Academic Planning Guide

---

2023-2024



# Collaboration

Developed in Collaboration with:

- Department of Curriculum and Instruction
- Student Services
- School Administration
- Campus Leadership Teams



# Process and Timeline



1.

**Committee Meeting**

October 4th

4.

**Draft Complete**

November 11th

2.

**Status Update**

October 25th

5.

**Minor Corrections**

November 18th

3.

**Submission Deadline**

November 2nd

6.

**Guide Complete**

December 2nd



NEW  
PROJECTS

---

# Updates

---

- Fine Arts
- High School Newcomer Program
- Advanced Academic STEM Pathway
- Middle School Health Courses
- Paul Brown Learning Center
- Lamar Institute of Technology Dual Credit
- General Course and Program Updates

# Fine Arts

## Course Refinement and Updates:

- All fine arts courses are year-long courses for middle and high school.
- Compliance with time taken, not grade level
- Allows for continuous and sequential courses in each Fine Arts discipline
- New course numbers to assist with strategic scheduling
  - Ability-based classes at all levels
  - Beginner band classes aligned by instrument type



# Newcomer Program

Our Newcomer Program, is an introductory emergent bilingual course of study that offers specialized English immersion core content classes at the high school level for recent immigrants.

Program includes:

- Specialized courses focus on meeting the academic, linguistic, social and emotional, needs of recent immigrants.
- Students between 14 and 21 years old and meet criteria set.



# Advance Academic S.T.E.M. Pathway

Designed to provide a foundation in computational thinking and engineering to advance through a cohort learning experience.

STEM Courses aligned include:

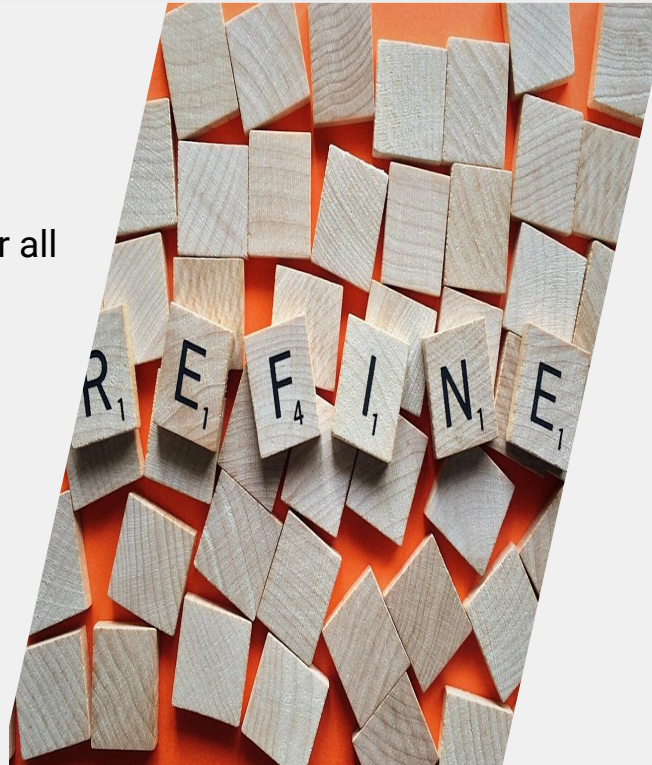
- Advanced Makerspace
- Investing Careers in robotics
- Principles of Applied Engineering



# Additional Updates

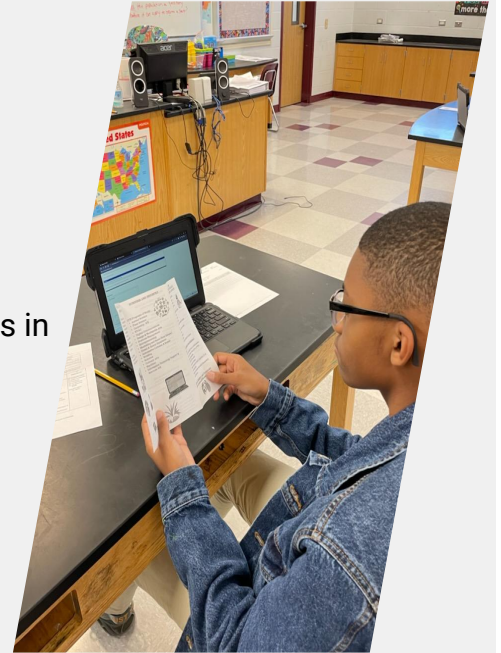
## Course Refinement and Updates:

- Health courses offered in grades 6th -8th for all students
- Paul Brown Learning Center
  - Virtual Flexible and LIT Partnership Information
- Lamar Institute of Technology Dual Credit
  - Updated course list and crosswalk
- General Course and Program Updates



# Course Selection and Master Scheduling

- Nov. 1st and 3rd
  - District seminar for incoming high school students and parents
- Nov. 8th - 18th
  - Four-year planning conferences with incoming 9th grade students
- Oct. 17th - Dec. 16th
  - Counselors receive course requests digitally from all secondary students.
  - Student course selection for incoming 9-12 grade students complete
  - High school students and parents are able to view students academic progress in real time and submit course requests electronically
- January 4th - 28th
  - Campuses host parent seminars for incoming 6th and 8th grade students.
  - Course selections for all incoming 6th -12th grade students are reviewed and finalized.
- Principal Master Scheduling Sessions
  - November 29th, Dec. 13th, Jan 17th, Feb. 7th and Mar. 21st
- February 4th - April
  - Building of secondary master schedules for 2023-2024



# CALENDAR OF ACTIVITIES

MON	TUE	WED	THU	FRI	SAT	SUN
		4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
20	31					

■ Marshall

■ Odom  
■ Smith  
■ Vincent  
■ Pietzsch-  
■ Macarthur

**5TH GRADE PARENT SEMINAR**

TUESDAY, JANUARY 24TH | 6PM

SMITH MIDDLE SCHOOL CAFETERIA

FOLLOW US @WILLIERAYSMITHMAGNETMIDDLESCHOOL

HOSTED BY: MS. BRYANT, LEAD SCHOOL COUNSELOR

#BUFFALOSTRONG #PLASMITHPROUD

PLEASE JOIN US FOR **FUTURE**

**BULLDOG FAMILY NIGHT!**

Tuesday, January 17, 2023  
5:30PM

*Marshall M.S.*  
*Cafeteria*

6455 Gladly Avenue, Beaumont, TX 77706

Come learn more about our campus, courses offered STEM program, Fine Arts program, Clubs, and Organizations.

Gift refreshments will be provided

---

# THANKS!

---

Any Questions, Comments





## Board Exhibit Cover Sheet

**Meeting Date:** January 19, 2023

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

**Agenda Item Title:** Approve local policy amendments contained in TASB Policy Update 120.

**Cabinet Level Presenter(s):** Shannon Allen, Superintendent

**Additional Presenter(s):**

**Executive Summary:** Consider approval of revision to local board policies as recommended by TASB in Update 120. A summary is included with the enclosed coversheet.

**Recommendation:** Approve local policy amendments in accordance with Policy Update 120.

**Budget Impact\* (if applicable):**

**Funding Source (if applicable):**

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

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

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

\_\_\_\_\_  
Cabinet Level Presenter's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

*Sierra D. Fisher*  
\_\_\_\_\_  
General Counsel's Signature

**01/10/2023**  
\_\_\_\_\_  
Date

# Explanatory Notes

## TASB Localized Policy Manual Update 120

### Beaumont ISD

#### **AIC(LLEGAL)                      ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS**

Revised Administrative Code rules, effective June 7, 2022, and reflected on pages 7–8, address the requirements for local improvement plans by certain districts or campuses assigned a D rating. The rules also address modification of a campus turnaround plan due to a change in circumstances. (See page 15.)

Other revisions reflect changes to citations of Administrative Code rules.

#### **AIE(LLEGAL)                      ACCOUNTABILITY: INVESTIGATIONS**

A new Note on page 3 references recently revised Administrative Code rules regarding an informal review or hearing following a TEA investigation.

An existing Administrative Code provision regarding compliance investigations has been added on page 5.

#### **BBB(LOCAL)                      BOARD MEMBERS: ELECTIONS**

To eliminate the potential for confusion about the district's method of election, we recommend replacing the term "positions" with the more general term "seats" at Method of Voting.

We have also updated obsolete election years listed in the policy.

#### **BBD(LLEGAL)                      BOARD MEMBERS: TRAINING AND ORIENTATION**

A new Administrative Code rule, effective May 31, 2022, requiring board members to complete training on school safety has been added on page 8.

#### **BE(LLEGAL)                      BOARD MEETINGS**

Changes prompted by new and revised Administrative Code rules regarding board meetings by videoconference, effective September 15, 2022, are reflected on pages 9–10.

#### **CCGA(LLEGAL)                      AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS**

Citations to a new Administrative Code rule addressing installment payment of taxes on property not directly damaged in a disaster or emergency area are included on page 9.

#### **CFA(LLEGAL)                      ACCOUNTING: FINANCIAL REPORTS AND STATEMENTS**

Revisions reflect the adoption of version 18.0 of the *Financial Accountability System Resource Guide*.

#### **CFC(LLEGAL)                      ACCOUNTING: AUDITS**

Revisions reflect the adoption of version 18.0 of the *Financial Accountability System Resource Guide*.

#### **CKB(LLEGAL)                      SAFETY PROGRAM/RISK MANAGEMENT: ACCIDENT PREVENTION AND REPORTS**

Changes reflect extensive revisions to Administrative Code rules regarding mandatory drills, effective June 26, 2022.

New Administrative Code provisions addressing optional active threat exercises are also incorporated.

#### **CKC(LOCAL)                      SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY PLANS**

Education Code 37.108(d) requires a district's multihazard emergency operations plan to include responding to a train derailment near a district school if a district facility is within 1,000 yards of a railroad

# Explanatory Notes

## TASB Localized Policy Manual Update 120

### Beaumont ISD

track. New recommended local policy text incorporates this requirement into the list of procedures that must be addressed.

The *Legal Issues in Update 120* memo describes common legal concerns and best practices specific to [this policy's topic](#).

#### **CMD(LLEGAL)                      EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING**

Changes reflect revised Administrative Code provisions, effective June 7, 2022, regarding permitted uses of the instructional materials and technology allotment. Other revisions have been made to delete outdated terminology.

A revised Administrative Code rule, effective October 16, 2022, requiring certification of compliance with the Children's Internet Protection Act has been added on page 9.

#### **CQA(LLEGAL)                      TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES**

Based on revised Administrative Code rules, the following requirements have been added at Other Required Internet Postings:

- Certain districts or campuses assigned a D rating must notify the public of the meeting to gather input to develop a local improvement plan. (See item 8.)
- Districts conducting an active threat exercise must provide notice through multiple distribution networks, including the district's website. (See item 35.)

#### **CRD(LLEGAL)                      INSURANCE AND ANNUITIES MANAGEMENT: HEALTH AND LIFE INSURANCE**

Revised Administrative Code rules, effective August 18, 2022, prompted revisions to the definitions of full- and part-time employees.

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

Revisions at the bottom of page 2 reflect changes to the citations of Administrative Code rules addressing instruction related to positive character traits and personal skills.

#### **EHAB(LLEGAL)                      BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ELEMENTARY)**

Revisions include a new Administrative Code rule, effective April 28, 2022, regarding phonics curricula.

#### **EHAC(LLEGAL)                      BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (SECONDARY)**

Revised Administrative Code rules, effective August 1, 2022, and reflected on pages 3–4, changed the required course offerings for grades 9–12 related to social studies and physical education.

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

Changes on pages 8–9 include revised Administrative Code rules, effective June 7, 2022, regarding review of a student's behavior improvement plan or behavioral intervention plan.

# Explanatory Notes

## TASB Localized Policy Manual Update 120

### **Beaumont ISD**

#### **EHBAE(LLEGAL) SPECIAL EDUCATION: PROCEDURAL REQUIREMENTS**

Revised Administrative Code rules, effective June 7, 2022, regarding the timeline for requesting a hearing on a due process complaint are included on pages 5–6.

#### **EHBC(LLEGAL) SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES**

Changes reflect new Administrative Code provisions, effective June 9, 2022, regarding accelerated instruction and accelerated learning committees for students who fail to perform satisfactorily on certain assessment instruments. The new provisions derive from HB 4545, 87th Texas Legislature, Regular Session 2021.

#### **EIE(LLEGAL) ACADEMIC ACHIEVEMENT: RETENTION AND PROMOTION**

Changes are to better match legal sources and remove repealed Administrative Code rules.

#### **EIF(LLEGAL) ACADEMIC ACHIEVEMENT: GRADUATION**

New Administrative Code rules, effective August 21, 2022, regarding notice about the Texas First Early High School Completion Program and the Texas First Scholarship Program are included on pages 8–9. Other revisions have been made to update citations.

**Please note:** For the 2022–23 school year, each high school must provide a written notification to each student and the student's parent or guardian listing the eligibility criteria for the programs. After the 2022–23 school year, the school must provide the notice upon a student's initial enrollment in high school.

#### **EKB(LLEGAL) TESTING PROGRAMS: STATE ASSESSMENT**

Changes have been made to incorporate revised Administrative Code rules and to better reflect legal sources.

#### **EKBA(LLEGAL) STATE ASSESSMENT: ENGLISH LEARNERS/EMERGENT BILINGUAL STUDENTS**

Revisions have been made to include Administrative Code provisions, effective August 9, 2022, regarding emergent bilingual students and individual graduation committees. A repealed provision regarding the grade placement committee has been deleted.

#### **FB(LLEGAL) EQUAL EDUCATIONAL OPPORTUNITY**

Changes are to better reflect legal sources.

#### **FFA(LLEGAL) STUDENT WELFARE: WELLNESS AND HEALTH SERVICES**

For clarity, a reference to policy provisions regarding school-based health centers has been added on page 4.

#### **FFAE(LLEGAL) WELLNESS AND HEALTH SERVICES: SCHOOL-BASED HEALTH CENTERS**

For clarity, a reference to policy provisions regarding expanding or changing health-care services at a school has been added on page 3.

#### **FFG(LLEGAL) STUDENT WELFARE: CHILD ABUSE AND NEGLECT**

The Note on page 5 now references Administrative Code rules regarding investigations of abuse or neglect in a school setting.

# Explanatory Notes

## TASB Localized Policy Manual Update 120

### Beaumont ISD

#### FFI(LOCAL)

#### STUDENT WELFARE: FREEDOM FROM BULLYING

District bullying policies must address prevention and mediation of bullying incidents and comply with minimum standards adopted by TEA. TEA recently issued updated [Proposed Minimum Standards for Bullying Prevention Policies and Procedures](#) for public comment from October 28 through November 28, 2022. Policy Service will recommend local policy revisions following publication of the final TEA minimum standards.

#### FNG(LOCAL)

#### STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES

Revisions to this local policy are recommended at Other Complaint Processes to:

- Clarify how special education complaints are addressed.
- Encompass all instructional resources policies.
- Reference the required hearing procedure for eligibility disputes under school nutrition programs.

The *Legal Issues in Update 120* memo describes common legal concerns and best practices specific to [this policy's topic](#).

#### FO(LOCAL)

#### STUDENT DISCIPLINE

Recommended revisions to this local policy are to clarify circumstances when restraint may be used generally and to more prominently address restraint of a student who receives special education services.

#### FOF(LEGAL)

#### STUDENT DISCIPLINE: STUDENTS WITH DISABILITIES

Revised Administrative Code rules, effective June 7, 2022, regarding restraint and time-out are included beginning on page 10. A statement has been amended to refer to new documentation and notification requirements in 19 Administrative Code 89.1053(e). Other changes include citations to revised Administrative Code rules.



## (LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

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

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue, bold font: **new text**.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.

---

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

---

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

<b>Contact:</b>	<b>School Districts and Education Service Centers</b>	<b>Community Colleges</b>
	<a href="mailto:policy.service@tasb.org">policy.service@tasb.org</a>	<a href="mailto:colleges@tasb.org">colleges@tasb.org</a>
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

BOARD MEMBERS  
ELECTIONS

BBB  
(LOCAL)

<b>Membership</b>	The Board shall consist of seven members.
<b>Method of Election</b>	Election of Board members shall be a combination of at large and by single-member districts.
<b>Election Date</b>	General election of Board members shall be on the May uniform election date.
<b>Terms and Election Schedule</b>	Two Board members shall be elected at large for four-year terms, with elections conducted biennially, as follows:
At Large	The election of two Board members shall be held in 2023, 2027, 2031, and in four-year intervals thereafter.
Single-Member Districts	Five Board members shall be elected by single-member districts for four-year terms, with elections conducted biennially, as follows:
Districts 1, 2, 3, and 5	The election for single-member district numbers 1, 2, 3, and 5 shall be held in <del>2021</del> , 2025, 2029, <del>2033</del> , and in four-year intervals thereafter.
District 4	The election for single-member district number 4 shall be held in 2023, 2027, 2031, and in four-year intervals thereafter.
<b>Method of Voting</b>	The at-large candidates receiving the highest number of votes for the number of <del>seats</del> positions with expiring terms shall be elected.
At Large	
Plurality	
Single-Member Districts	To be elected, a single-member district candidate must receive more votes than any other candidate for the single-member district.
Plurality	

**Emergency  
Operations Plan**

The Superintendent shall ensure updating of the District's emergency operations plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. Reasonable security measures when District property is used as a polling place;
2. Response to an active shooter emergency; ~~and~~
3. Response to a nearby train derailment, as applicable; and
- ~~3-4.~~ Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

## Complaints

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

### Other Complaint Processes

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

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

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
14. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

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

**Notice to Students and Parents**

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

**Guiding Principles**

Informal Process

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

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

Formal Process

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

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

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

**Freedom from Retaliation**

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

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

**General Provisions**

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling  
Conferences

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

Response

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

Days

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

Representative

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

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

Consolidating  
Complaints

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

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

Untimely Filings

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

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

Costs Incurred

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

Complaint and Appeal Forms

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

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

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

**Level One**

Complaint forms must be filed:

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

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

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

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

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

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

### **Level Two**

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

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

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

The Level One record shall include:

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

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

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The

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

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

### **Level Three**

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

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

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

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

The Level Two record shall include:

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

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

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

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

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

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

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

**Student Code of Conduct**

The District's rules of discipline are maintained in the Board-adopted Student Code of Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's website and/or as a hard copy to students, parents, teachers, administrators, and others on request.

Revisions

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

**Extracurricular Standards of Behavior**

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Student Code of Conduct.

**“Parent” Defined**

Throughout the Student Code of Conduct and discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

**General Discipline Guidelines**

A District employee shall adhere to the following general guidelines when imposing discipline:

1. A student shall be disciplined when necessary to improve the student’s behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
  - a. The seriousness of the offense;
  - b. The student’s age;
  - c. The frequency of misconduct;
  - d. The student’s attitude;
  - e. The potential effect of the misconduct on the school environment;
  - f. Requirements of Chapter 37 of the Education Code; and
  - g. The Student Code of Conduct adopted by the Board.
3. Before a student under 18 is assigned to detention outside regular school hours, notice shall be given to the student’s parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

**Corporal Punishment**

Corporal punishment may be used as a discipline management technique in accordance with this policy and the Student Code of Conduct.

Corporal punishment shall not be administered to a student whose parent has submitted to the principal a signed statement for the current school year prohibiting the use of corporal punishment with his or her child. The parent may reinstate permission to use corporal punishment at any time during the school year by submitting a signed statement to the principal.

Guidelines

Corporal punishment shall be limited to spanking or paddling the student and shall be administered in accordance with the following guidelines:

1. The student shall be told the reason corporal punishment is being administered.

2. Corporal punishment shall be administered only by the principal or assistant principal.
3. The instrument to be used in administering corporal punishment shall be approved by the principal.
4. Corporal punishment shall be administered in the presence of one other District professional employee and in a designated place out of view of other students.

Disciplinary  
Records

The disciplinary record reflecting the use of corporal punishment shall include any related disciplinary actions, the corporal punishment administered, the name of the person administering the punishment, the name of the witness present, and the date and time of punishment.

**Physical Restraint**

**Note:** A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]

Within the scope of an employee's duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.
2. Obtain possession of a weapon or other dangerous object.
3. Protect property from serious damage.
- 3.4. Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.

~~4.—Control an irrational student.~~

~~5.1. Protect property from serious damage.~~

~~A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]~~

**Video and Audio  
Monitoring**

Video and audio recording equipment shall be used for safety purposes to monitor student behavior on District property.

The District shall post signs notifying students and parents about the District's use of video and audio recording equipment. Students shall not be notified when the equipment is turned on.

Use of Recordings

STUDENT DISCIPLINE

FO  
(LOCAL)

The principal shall review recordings as needed, and evidence of student misconduct shall be documented. A student found to be in violation of the District's Student Code of Conduct shall be subject to appropriate discipline.

Access to  
Recordings

Recordings shall remain in the custody of the campus principal and shall be maintained as required by law. A parent or student who wishes to view a recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]



## Board Exhibit Cover Sheet

**Meeting Date:** January 19, 2023

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

**Agenda Item Title:** Approve Budget Amendments

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):**

**Executive Summary:**

**Recommendation:** Approve budget amendments GF-7 and CN-2 and accept amendments SR-22, SR-23, SR-24, SR-25 and SR-26


**Budget Impact\* (if applicable):**

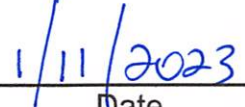
**Funding Source (if applicable):**

**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 December Budget Amendments**

### **General Fund GF-7**

- Transfer \$1,500 from staff development employee travel & membership dues to school leadership employee travel for principal travel for conference/workshop – Pathways (006)
- Transfer \$7,000 from SPED guidance & counseling employee travel to SPED instructional leadership employee travel for TCASE – Special Education (814).
- Transfer \$2,500 from staff development employee travel to school leadership employee travel – Jones-Clark ES (129).
- Increase Operating Transfers Out budget \$66,457 to Child Nutrition for District's portion for new cafeteria furniture at Smith MS & Marshall MS.

### **Child Nutrition CN-2**

- Increase Child Nutrition revenue and expenditures \$66,457:
  - \$66,457 for District's portion for new cafeteria furniture at Smith MS & Marshall MS.
- Increase Child Nutrition's budget \$1,504,261 as a result of TDA's (Texas Dept of Agriculture) annual calculation of excess fund balance required to be spent in fiscal year 2023.

### **SR-22 Fund 289**

- Fund 289 Title IV Reallocating funds for teacher travel.

### **SR- 23**

- Fund 446 Regional day for deaf correcting the negative balances in budget.

### **SR- 24**

- Fund 255 Title II Reallocating funds for mentor stipends.

### **Sr- 25**

- Fund 244 Carl Perkins Career & Technology received additional funds allocated from TEA to be expended in Grant Year 2023 ,They also are purchasing additional computers for Beaumont United Computer lab.

### **SR-26**

- Fund 205 Head-Start Program refurbish of classroom furniture for kids.

**2022-2023 BUDGET AMENDMENT NUMBER GF-7**

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<b><u>Expenditures</u></b>			
199.13.6411.01.006.28.000	1,250	(1,125)	125
199.13.6495.01.006.28.000	375	(375)	-
199.23.6411.01.006.28.000	1,532	1,500	3,032
199.31.6411.65.814.23.000	20,000	(7,000)	13,000
199.21.6411.65.814.23.000	11,500	7,000	18,500
198.13.6411.04.129.30.000	4,000	(2,500)	1,500
198.23.6411.04.129.30.000	6,175	2,500	8,675
199.11.6300.XX.999.99.000	500,000	(66,457)	433,543
199.99.8911.00.000.00.000	550,000	66,457	616,457
 Total Expenditures		<u>-</u>	
 Net Change in the General Fund Budget		<u>-</u>	

---

**2022-2023 BUDGET CHANGE**

Total Revenues/Other Sources	172,678,012		172,678,012
Total Expenditures	<u>178,046,139</u>		<u>178,046,139</u>
 2022-2023 Adjusted	(5,368,127)	-	(5,368,127)

**2022-2023 BUDGET AMENDMENT NUMBER CN-2**

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<b>Child Nutrition</b>			
<u>Revenues</u>			
240.00.7915.00.000.00.000	-	66,457	66,457
Total Revenues		<b>66,457</b>	
<u>Expenditures</u>			
240.35.6395.00.833.99.000	545,595	66,457	612,052
240.35.6639.00.833.99.000	385,545	1,504,261	1,889,806
Total Expenditures		<b>1,570,718</b>	
<b>Net Change in Food &amp; Nutrition Grants</b>		<b>(1,504,261)</b>	
<hr/>			
<b>2022-2023 BUDGET CHANGE</b>			
Total Revenues/Other Sources	12,235,667	66,457	12,302,124
Total Expenditures	<u>12,755,975</u>	<u>1,570,718</u>	<u>14,326,693</u>
2022-2023 Adjusted	(520,308)	(1,504,261)	(2,024,569)

**2022-2023 BUDGET AMENDMENT NUMBER SR-22**

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<b>Curriculum &amp; Development</b>			
289.13.6399.00.856.11.000	70,000	25,000	95,000
<b>Instructional Leadership</b>			
289.21.6399.00.856.11.000	49,653	(25,000)	24,653
Total Expenditures		<u>-</u>	
Net (Increase) Title IV		<u><u>-</u></u>	
<hr/> <hr/>			
<b>2022-2023 BUDGET CHANGE</b>			
Total Revenues/Other Sources	563,424	-	563,424
Total Expenditures	<u>563,424</u>	-	<u>563,424</u>
2022-2023 Adjusted	-	-	-

**2022-2023 BUDGET AMENDMENT NUMBER SR-23**

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<b>Instruction</b>			
<u>446.11.6142.00.838.23.000</u>	69,540	(2,000)	67,540
<b>Curriculum &amp; Development</b>			
<u>446.13.6411.00.838.23.00</u>	8,235	2,000	10,235
Total Expenditures		<u>-</u>	
Net (Increase) Regional Day School For Deaf		<u><u>-</u></u>	
<hr/>			
<b>2022-2023 BUDGET CHANGE</b>			
Total Revenues/Other Sources	1,417,374	-	1,417,374
Total Expenditures	<u>1,417,374</u>	-	<u>1,417,374</u>
2022-2023 Adjusted	-	-	-

**2022-2023 BUDGET AMENDMENT NUMBER SR-24**

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<b>Instruction</b>			
255.11.6141.00.854.24.000	665	665	1,330
255.11.6143.00.854.24.000	200	200	400
255.11.6146.00.854.24.000	4,915	4,915	9,830
255.11.6118.00.854.24.000	45,000	45,000	90,000
<b>Curriculum &amp; Development</b>			
255.13.6299.00.854.24.000	84,254	(45,000)	39,254
255.13.6395.00.854.24.000	98,930	(5,780)	93,150
Total Expenditures		<u>-</u>	
Net (Increase) ESEA Title II		<u><u>-</u></u>	

**2022-2023 BUDGET CHANGE**

Total Revenues/Other Sources	422,553	-	422,553
Total Expenditures	<u>422,553</u>	-	<u>422,553</u>
2022-2023 Adjusted	-	-	-

**2022-2023 BUDGET AMENDMENT NUMBER SR-25**

		<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
	<b>Revenue</b>			
Budget Increase	<u>244.00.5929.00.000.00.000</u>	298,966	69,797	368,763
	<b>Instruction</b>			
	<u>244.11.6395.00.009.22.000</u>	101,775	(3,175)	98,600
	244.11.6399.00.009.22.CFD		69,797	
	<b>Curriculum &amp; Development</b>			
	<u>244.21.6395.00.807.22.000</u>	-	3,175	3,175
	Total Expenditures		<u>-</u>	
	Net (Increase) CARL PERKINS STRENGTHENING CTE		<u><u>-</u></u>	

**2022-2023 BUDGET CHANGE**

Total Revenues/Other Sources	298,966	69,797	368,763
Total Expenditures	<u>298,966</u>	<u>69,797</u>	<u>368,763</u>
2022-2023 Adjusted	-	-	-

**2022-2023 BUDGET AMENDMENT NUMBER SR-26**

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<b>Instruction</b>			
205.11.6126.00.132.32.CRR	20,000	(20,000)	-
205.11.6395.00.132.32.CRR	-	91,000	
<b>Curriculum &amp; Development</b>			
205.13.6399.00.132.32.CRR	10,000	(10,000)	
205.13.6499.00.132.32.CRR	5,000	(5,000)	
<b>Health Services</b>			
205.33.6399.00.132.32.CRR	10,000	(10,000)	
<b>Plant Maintenance</b>			
205.51.6639.00.132.32.CRR	20,000	(20,000)	-
<b>Community Services</b>			
205.61.6399.00.132.32.CRR	20,000	(20,000)	
205.61.6499.00.132.32.CRR	6,000	(6,000)	
 Total Expenditures		<u>-</u>	
 Net (Increase) HEAD START		<u><u>-</u></u>	

---

**2022-2023 BUDGET CHANGE**

Total Revenues/Other Sources	153,494	-	153,494
Total Expenditures	<u>153,494</u>	-	<u>153,494</u>
 2022-2023 Adjusted	-	-	-



## Board Exhibit Cover Sheet

**Meeting Date:** January 19, 2023

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

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

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):** Michael Murdoch, Dr. Anita Frank, and Tiffany Eckenrod

**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: \$152,747.07  
Federal Fund: \$216,138.91

**Funding Source (if applicable):** General Fund / Federal Fund

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

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

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

Cheryl Hernandez \_\_\_\_\_ 1/10/2023 \_\_\_\_\_  
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
Music and Arts	Fine Arts	Purchase of 109 musical instruments for band.	Region V #20221008	\$152,747.07
<b>TOTAL</b>				<b>\$152,747.07</b>

## Federal Fund

The Edu - Source	Child Nutrition	Purchase of new cafeteria tables and seating for 296 for Marshall Middle School	TIPS #201101	\$63,860.05
The Edu - Source	Child Nutrition	Purchase of new cafeteria tables and seating for 318 for Smith Middle School	TIPS #201101	\$69,053.86
CDWG	Curriculum	Purchase of 25 interactive panels and mobile stands for Guess Elementary School	DIR – CPO #4547	\$83,225.00
<b>TOTAL</b>				<b>\$216,138.91</b>

# 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.

<b>Vendor Name:</b>	Music & Arts	<b>Quote Total:</b>	\$ 152,747.07
<b>Summary:</b>	This quote was selected due to the price, availability of instruments, and the ability of the vendor to meet the district needs & timelines.		
<b>Vendor Name:</b>	Universal Melody Services, dba Brook Mays	<b>Quote Total:</b>	\$ 156,724.00
<b>Summary:</b>	This quote was not selected due to price and availability of instruments.		
<b>Vendor Name:</b>	Swicegood Music Company	<b>Quote Total:</b>	\$ 160,080.00
<b>Summary:</b>	This quote was not selected due to price and availability of instruments.		

Vendor Selected: Music and Arts

Selection Justification: Music and Arts provided the best quoted price and has the instrument availability to meet the needs of the district for timelines on delivery. It represents the best value to the district.

Name of Person Completing this Form: Mike Murdoch

Signature: 

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



# 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:	The Edu-Source	Quote Total:	\$ 63,860.05	Provides seating for 296. Round, oval, rectangular tables with 8 ADA seats.
Summary:	Chrome legs, laminate color tabletops, armor edge included, quote includes freight and installation.			
Vendor Name:	The Edu-Source	Quote Total:	\$ 70,240.49	Provides seating for 320. Round, oval rectangular tables with 8 ADA seats.
Summary:	Chrome legs, laminate color tabletops, armor edge included, quote includes freight and installation.			
Vendor Name:	Meteor Education	Quote Total:	\$ 72,424.86	Provides seats for 288. Rectangular tables with 8 ADA seats.
Summary:	Chrome legs, laminate color tabletops, dyna-rock edge included, quote includes freight and install.			

Vendor Selected: The Edu-Source - Opt 1

Selection Justification: Meets specifications for seating needs. These tables can be easily moved for different layouts and for cleaning. The tables fold up and roll very easily, this is helpful when the floor needs to be open, such as floor polishing and event holding. These tables are the least expensive per seat and meet the specs.

Marshall MS

Name of Person Completing this Form: Tiffany Eckenrod

Signature: 

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

The Edu-Source Corp.  
P.O. Box 691948, San Antonio, TX 78269  
Phone (800) 258-8559 Fax (210) 699-4386

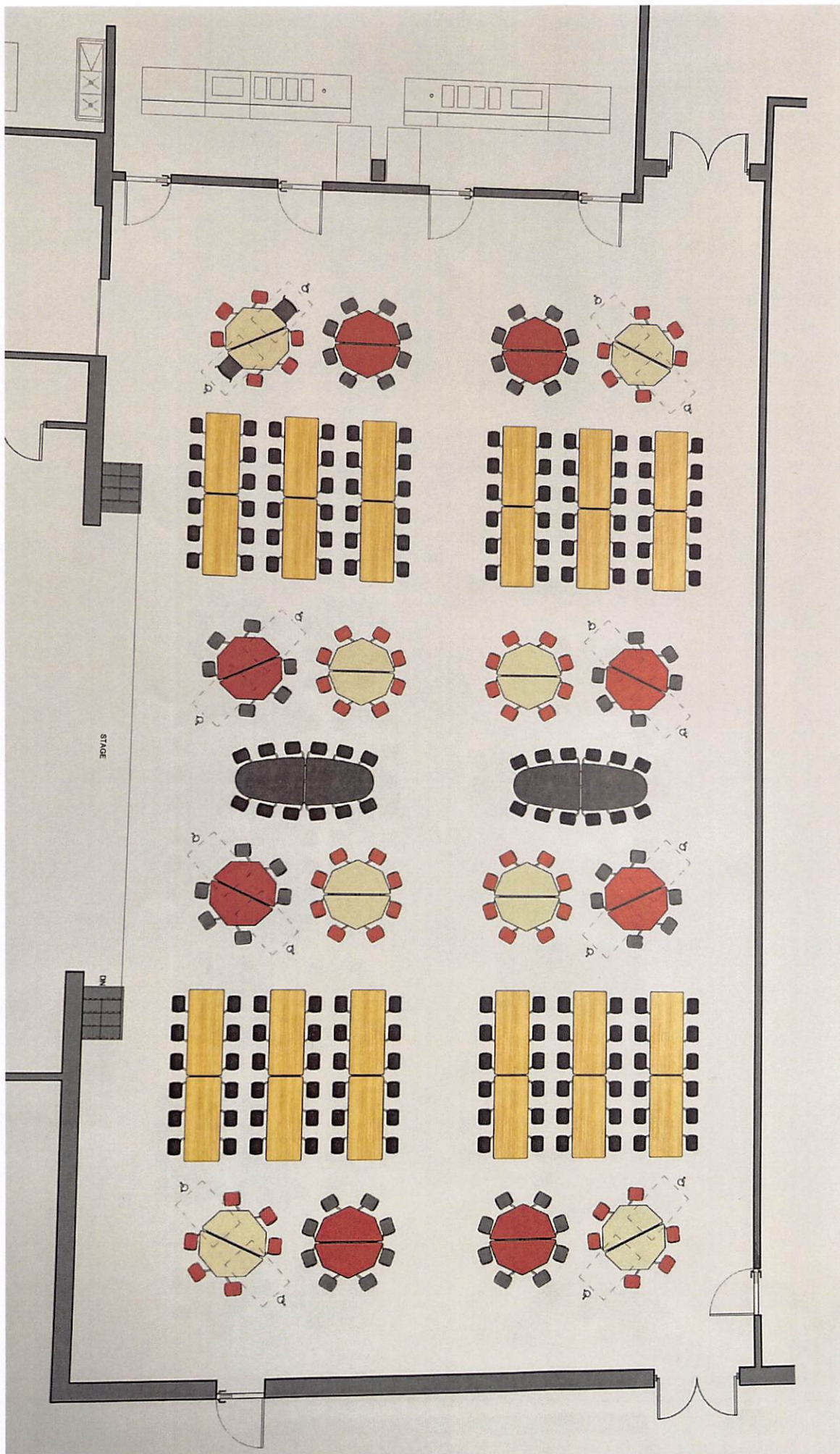
BEAUMONT ISD  
MARSHALL MS  
BEAUMONT TX 77707

DATE: 1/5/2023

OPTION ONE

**QUOTE**

Qty	Item	Spec/Size	School Unit Price	School Extended Price
<b>CHAIRS</b>				
8	CH1	BENT PLYWOOD PLAIN BACK FREESTANDING STANDARD HEIGHT MET CHAIR ASSEMBLY. LAMINATE SHELL: SEAT LAMINATE: WISLONART OILED SOAPSTONE. ON REINFORCED CHROME FRAME STACKABLE AND OVERCAP NYLON GLIDE	\$124.06	\$992.48
<b>MOBILE FOLDING</b>				
10	PRESIDENT TABLES WITH 12 STOOLS	PRESIDENT TABLE WITH 12 STOOLS 12 X 30"H CHROME LEGS, STANDARD WILSONART LAMINATE, ARMOR EDGE, STOOL AND CASTER COLOR. ACCENT GUARD INCLUDED	\$1,935.29	\$19,352.90
2	ADA PRESIDENT TABLES WITH 8 STOOLS	ADA PRESIDENT TABLE WITH 8 STOOLS 12 X 327"H CHROME LEGS, STANDARD WILSONART LAMINATE, ARMOR EDGE, STOOL AND CASTER COLOR. ACCENT GUARD INCLUDED	\$1,769.41	\$3,538.82
16	GRADUATE TABLE WITH 8 STOOLS	GRADUATE TABLE WITH 8 STOOLS, OVAL 54 X. 60, 30" HIGH CHROME LEGS, STANDARD WILSONART LAMINATE, ARMOR EDGE, STOOL AND CASTER COLOR. ACCENT GUARD INCLUDED	\$1,604.71	\$25,675.36
2	COMMUNICATOR TABLE WITH 12 STOOLS	COMMUNICATOR TABLE WITH 12 STOOLS, OVAL 42 X 120 X 30"H CHROME LEGS, STANDARD WILSONART LAMINATE. SPECIFY COMFORT OR ROUND STOOLS, TOP LAMINATE, ARMOR EDGE, STOOL, LEG AND CASTER COLOR WHEN ORDERING. ACCENT GUARD INCLUDED	\$2,454.12	\$4,908.24
	COVID 19 RAW MATERIALS SURCHAGE		\$2,279.75	\$2,279.75
<b>FIELD SERVICE</b>				
	FREIGHT		\$4,612.50	\$4,612.50
	INSTALLATION	INSTALLATION INCLUDES UNLOADING, UNBOXING, INSTALLING OF ALL PRODUCT AND REMOVAL OF ALL DEBRIS	\$2,500.00	\$2,500.00
<b>CONTRACT TOTAL</b>				<b>\$63,860.05</b>
CHOICE PARTNERS 19/039TJ-19		QUOTE VALID THROUGH 2/28/23		
CURRENT LEAD TIME 11-13 WEEKS				



### Table Quotes for Marshall - January 2023

Vendor Name	Table info	Chair info	additional charges	Total		
<b>Mannings</b>	Quantity					
	Cost of each					
	Total Cost			0		
Did Not Respond	Total Seats	0	0	0		
	cost per seat			#DIV/0!		
Vendor Name	Seat Count - 275-320	chrome legs	cost per seat	ADA Count - requested 8 at tables	6 single chairs	Score
<b>Mannings</b>	Score 0-3	0	0	0	0	0

### Table Quotes for Marshall - January 2023

Vendor Name	Mobile table - 12 stools	Mobile Rec - ADA	Stackchairs	Install	Freight	Total	
<b>METEOR Education</b>	Quantity	20	4	8	1	1	
	Cost of each	2,325.96	2,456.61	114.27	5,306.00	9,859.06	
	Total Cost	46519.20	9826.44	914.16	5306.00	9859.06	72424.86
provided 1 option	Total Seats	240	40	8			288
	cost per seat						251.48
Vendor Name	Seat Count - 275-320	chrome legs	cost per seat	ADA Count - requested 8 at tables	lead time - 8-12 weeks	Score	
<b>METEOR Education</b>	Score 0-3	3	3	2	3	2	13

### Table Quotes for Marshall - January 2023

Vendor Name		President Tables - 12 stools	ADA President - 8 stools	Graduate Tables - 8 stools	Communicator table - 12 stools	Chairs - single	COVID raw materials surcharge	installation	freight	Total
<b>The Edu-Source Corp</b>	Quantity	10	2	16	2	8	1	1	1	
	Cost of each	1935.29	1,769.41	1,604.71	2,454.12	124.06	2,279.75	2,500.00	4,612.50	
	Total Cost	19352.90	3538.82	25675.36	4908.24	992.48	2279.75	2500.00	4612.50	63860.05
provided 2 options - Opt 1	Total Seats	120	16	128	24	8				296
	cost per seat									215.74
Vendor Name		Seat Count - 275-320	chrome legs	cost per seat	ADA Count - requested 8 at tables	lead time - 11-13 weeks				Score
<b>The Edu-Source Corp</b>	Score 0-3	3	3	3	3	2				14

### Table Quotes for Marshall - January 2023

Vendor Name		President Tables - 12 stools	ADA President - 8 stools	Graduate Tables - 8 stools	Communicator table - 12 stools	Director Table - 8 stools	Chairs - single	COVID raw materials surcharge	installation	freight	Total
<b>The Edu-Source Corp</b>	Quantity	4	2	16	2	12	8	1	1	1	
	Cost of each	1935.29	1,769.41	1,604.71	2,454.12	1,470.59	124.06	2,624.85	2,500.00	4,612.50	
	Total Cost	7741.16	3538.82	25675.36	4908.24	17647.08	992.48	2624.85	2500.00	4612.50	70240.49
provided 2 options - Opt 2	Total Seats	48	16	128	24	96	8				320
	cost per seat										219.50
Vendor Name		Seat Count - 275-320	chrome legs	cost per seat	ADA Count - requested 8 at tables	lead time - 11-13 weeks					Score
<b>The Edu-Source Corp</b>	Score 0-3	3	3	3	3	2					14



# 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.

<b>Vendor Name:</b>	The Edu-Source	<b>Quote Total:</b>	\$ 69,053.86	Provides seating for 318. Round, oval, rectangular tables with 8 ADA seats.
<b>Summary:</b>	Chrome legs, laminate color tabletops, armor edge included, quote includes freight and installation.			
<b>Vendor Name:</b>	The Edu-Source	<b>Quote Total:</b>	\$ 75,661.72	Provides seating for 334. Round, oval rectangular tables with 8 ADA seats.
<b>Summary:</b>	Chrome legs, laminate color tabletops, armor edge included, quote includes freight and installation.			
<b>Vendor Name:</b>	Meteor Education	<b>Quote Total:</b>	\$ 79,046.07	Provides seats for 310. Round and rectangular tables with 8 ADA seats.
<b>Summary:</b>	Chrome legs, laminate color tabletops, dyna-rock edge included, quote includes freight and install.			

Vendor Selected:           The Edu-Source - Opt 1          

Selection Justification: Meets specifications for seating needs. These tables can be easily moved for different layouts and for cleaning. The tables fold up and roll very easily, this is helpful when the floor needs to be open, such as floor polishing and event holding. These tables are the least expensive per seat and meet the specs.

Smith MS

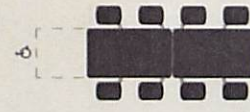
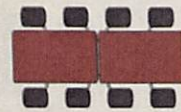
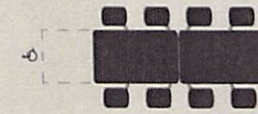
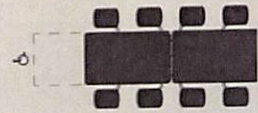
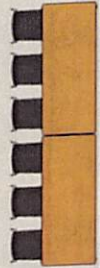
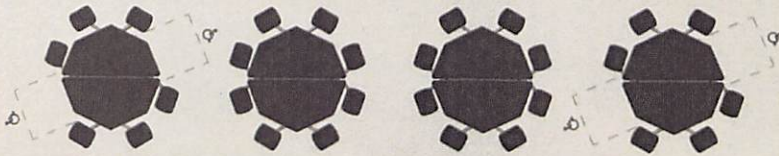
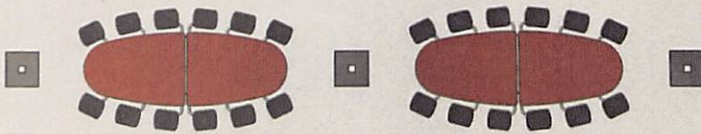
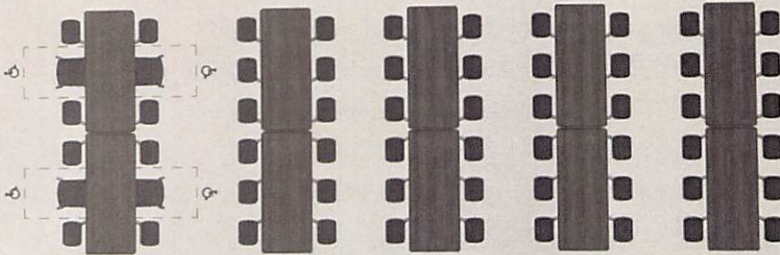
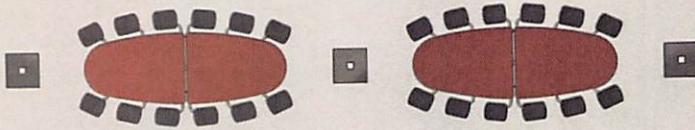
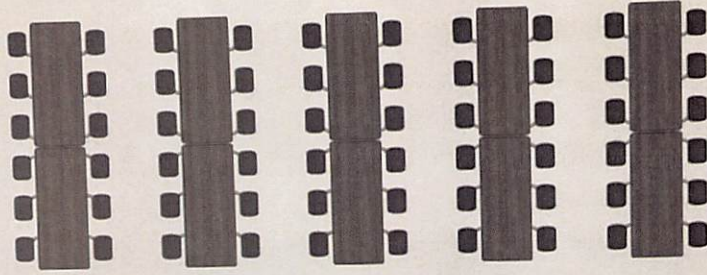
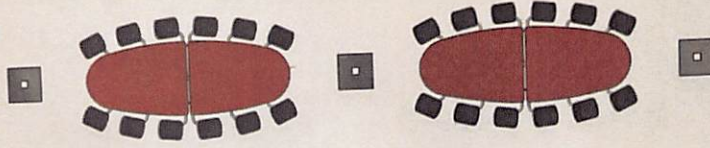
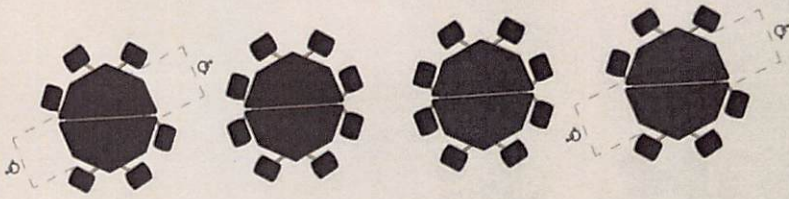
Name of Person Completing this Form:           Tiffany Eckenrod          

Signature: 

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

The Edu-Source Corp.  
P.O. Box 691948, San Antonio, TX 78269  
Phone (800) 258-8559 Fax (210) 699-4386

BEAUMONT ISD SMITH BEAUMONT TX 77707			DATE: 01/05/2023	
OPTION ONE				
QUOTE				
Qty	Item	Spec/Size	School Unit Price	School Extended Price
<b>CHAIRS</b>				
14	CH1	BENT PLYWOOD PLAIN BACK FREESTANDING STANDARD HEIGHT MET CHAIR ASSEMBLY. LAMINATE SHELL: SEAT LAMINATE: WISLONART OILED SOAPSTONE. ON REINFORCED CHROME FRAME STACKABLE AND OVERCAP NYLON GLIDE	\$124.06	\$1,736.84
<b>MOBILE FOLDING</b>				
8	PRESIDENT TABLES WITH 12 STOOLS	PRESIDENT TABLE WITH 12 STOOLS 12 X 30"H CHROME LEGS, STANDARD WILSONART LAMINATE, ARMOR EDGE, STOOL AND CASTER COLOR. ACCENT GUARD INCLUDED	\$1,935.29	\$15,482.32
2	ADA PRESIDENT TABLES WITH 8 STOOLS	ADA PRESIDENT TABLE WITH 8 STOOLS 12 X 327"H CHROME LEGS, STANDARD WILSONART LAMINATE, ARMOR EDGE, STOOL AND CASTER COLOR. ACCENT GUARD INCLUDED	\$1,769.41	\$3,538.82
8	GRADUATE TABLE WITH 8 STOOLS	GRADUATE TABLE WITH 8 STOOLS, OVAL 54 X. 60, 30" HIGH CHROME LEGS, STANDARD WILSONART LAMINATE, ARMOR EDGE, STOOL AND CASTER COLOR. ACCENT GUARD INCLUDED	\$1,604.71	\$12,837.68
6	COMMUNICATOR TABLE WITH 12 STOOLS	COMMUNICATOR TABLE WITH 12 STOOLS, OVAL 42 X 120 X 30"H CHROME LEGS, STANDARD WILSONART LAMINATE. SPECIFY COMFORT OR ROUND STOOLS, TOP LAMINATE, ARMOR EDGE, STOOL, LEG AND CASTER COLOR WHEN ORDERING. ACCENT GUARD INCLUDED	\$2,454.12	\$14,724.72
7	DIRECTOR TABLE WITH 8 STOOLS	DIRECTOR TABLE WITH 8 STOOLS, 8 L X 30"H CHROME LEGS, STANDARD WILSONART LAMINATE. SPECIFY COMFORT OR ROUND STOOLS, TOP LAMINATE, ARMOR EDGE, STOOL, LEG AND CASTER COLOR WHEN ORDERING. ACCENT GUARD INCLUDED	\$1,470.59	\$10,294.13
	COVID 19 RAW MATERIALS SURCHAGE		\$2,424.35	\$2,424.35
<b>FIELD SERVICE</b>				
	FREIGHT		\$5,390.00	\$5,390.00
	INSTALLATION	INSTALLATION INCLUDES UNLOADING, UNBOXING, INSTALLING OF ALL PRODUCT AND REMOVAL OF ALL DEBRIS	\$2,625.00	\$2,625.00
<b>CHOICE PARTNERS 19/039TJ-19</b>			<b>CONTRACT TOTAL</b>	
<b>CURRENT LEAD TIME 11-13 WEEKS</b>			<b>QUOTE VALID THROUGH 2/28/23</b>	
			<b>\$69,053.86</b>	



### Table Quotes for Smith - January 2023

Vendor Name	Table info	Chair info	additional charges	Total
<b>Mannings</b>	Quantity			
	Cost of each			
	Total Cost			0
Did Not Respond	Total Seats	0	0	0
	cost per seat			#DIV/0!

Vendor Name	Seat Count - 280-320	chrome legs	cost per seat	ADA Count - requested 8 at tables	6 single chairs	Score
<b>Mannings</b>	Score 0-3	0	0	0	0	0

### Table Quotes for Smith - January 2023

Vendor Name	Mobile table - 8 stools	Mobile table - 12 stools	Mobile Rec - ADA	Stackchairs	Install	Freight	Total
<b>METEOR Education</b>	Quantity	8	16	4	14	1	1
	Cost of each	2359.89	2,325.96	2,456.61	114.27	3,695.00	7,830.37
	Total Cost	18879.12	37215.36	9826.44	1599.78	3695.00	7830.37
provided 1 option	Total Seats	64	192	40	14		310
	cost per seat						254.99

Vendor Name	Seat Count - 280-320	chrome legs	cost per seat	ADA Count - requested 8 at tables	6 single chairs	lead time - 8-12 weeks	Score
<b>METEOR Education</b>	Score 0-3	3	3	2	3	3	2

16

### Table Quotes for Smith - January 2023

Vendor Name	President Tables - 12 stools	ADA President - 8 stools	Graduate Tables - 8 stools	Communicator table - 12 stools	Director table - 8 stools	Chairs - single	COVID raw materials surcharge	installation	freight	Total	
<b>The Edu-Source Corp</b>	Quantity	8	2	8	6	7	14	1	1	1	
provided 2 options - Opt 1	Cost of each	1935.29	1,769.41	1,604.71	2,454.12	1,470.59	124.06	2,424.35	2,625.00	5,390.00	
	Total Cost	15482.32	3538.82	12837.68	14724.72	10294.13	1736.84	2424.35	2625.00	5390.00	69053.86
	Total Seats	96	16	64	72	56	14				318
	cost per seat										217.15

Vendor Name	Seat Count - 280-320	chrome legs	cost per seat	ADA Count - requested 8 at tables	6 single chairs	lead time - 11-13 weeks	Score
<b>The Edu-Source Corp</b>	Score 0-3	3	3	3	3	2	17

### Table Quotes for Smith - January 2023

Vendor Name	President Tables - 12 stools	Graduate Tables - 8 stools	Communicator table - 12 stools	ADA Communicator table - 8 stools	Chairs - single	COVID raw materials surcharge	installation	freight	Total	
<b>The Edu-Source Corp</b>	Quantity	6	20	6	2	14	1	1	1	
provided 2 options - Opt 2	Cost of each	1935.29	1,604.71	2,454.12	2,131.76	124.06	2,678.20	2,625.00	5,927.50	
	Total Cost	11611.74	32094.20	14724.72	4263.52	1736.84	2678.20	2625.00	5927.50	75661.72
	Total Seats	72	160	72	16	14				334
	cost per seat									226.53

Vendor Name	Seat Count - 280-320	chrome legs	cost per seat	ADA Count - requested 8 at tables	6 single chairs	lead time - 11-13 weeks	Score
<b>The Edu-Source Corp</b>	Score 0-3	0	3	2	3	2	13

# QUOTE ANALYSIS FORM

Form version 7.23.2019



## INSTRUCTIONS FOR COMPLETION:

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

### Quote Analysis Summary

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

Vendor Name:	CDWG	Quote Total:	\$ 83,225.00
Summary:	Dual lane system at WB and BU w/ conveyor system. 48 month package with Installation, warranty, and maintenance.		
Vendor Name:	Amazon Business	Quote Total:	\$ 90,053.50
Summary:	Dual lane system at WB and BU w/ conveyor system. 48 month package with Installation, warranty, and maintenance.		
Vendor Name:	Touchboards	Quote Total:	\$ 102,125.00
Summary:	Dual lane system at WB and BU w/ conveyor system. 48 month package with Installation, warranty, and maintenance.		

Vendor Selected: CDWG

Selection Justification: CDWG is the lowest price, and they offer exceptional service and fast delivery.

Name of Person Completing this Form: Sylvia Jenkins

Signature: 

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



Thank you for choosing CDW. We have received your quote.

Hardware      Software      Services      IT Solutions      Brands      Research Hub

# Review and Complete Purchase

CAROLYN LANE,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NCVT058	12/6/2022	NEWLINE PANELS	0792983	\$83,225.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<b><u>NEWLINE 65" RS BUN W MBL STD&amp;IS OPS</u></b> Mfg. Part#: EPR8A65CRB-BDL2 65" Interactive Flat Panel OPS Mobile Stand 7 year advance replacement warranty included Contract: TIPS Technology Solutions Products and Services (200105)	25	6583576	\$2,960.00	\$74,000.00
<b><u>AVBUNDLE-PERUNIT(10UNITMIN)</u></b> Mfg. Part#: EBR-33713-1 Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	25	6582559	\$369.00	\$9,225.00

<b>SUBTOTAL</b>	\$83,225.00
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$83,225.00</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> BEAUMONT INDEPENDENT SCHOOL DIST ACCOUNT PAYABLE PO BOX 672 BEAUMONT, TX 77704-0672 <b>Phone:</b> (409) 617-5072 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>Shipping Address:</b> GUESS ELEMENTARY 8055 VOTH RD BEAUMONT, TX 77708-2338 <b>Shipping Method:</b> DROP SHIP-COMMON CARRIER
	<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



## Board Exhibit Cover Sheet

**Meeting Date:** January 19, 2023

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

**Agenda Item Title:** Approve Election Order for May 6, 2023 Trustee Election

**Cabinet Level Presenter(s):** Dr. Shannon Allen

**Additional Presenter(s):** Sierra Fisher

**Executive Summary:** The Board shall adopt the Trustee Election Order to order the May 2023 election and address various election administration matters. There will be 3 trustee positions on the ballot as follows:

Single Member District 4  
(4-year term)  
At-Large (4-year term) Position 1  
At-Large (4-year term) Position 2

**Recommendation:** Approve the Election Order for the May 2023 Trustee Election


**Budget Impact\* (if applicable):**

**Funding Source (if applicable):**

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

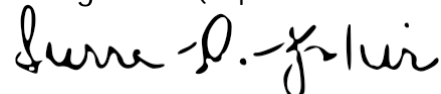
**Policy (if applicable, list policy/regulation):** BBB (Legal) and (Local)

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

  
\_\_\_\_\_  
Cabinet Level Presenter's Signature

\_\_\_\_\_  
January 13, 2023  
Date

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

  
\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date  
\_\_\_\_\_  
January 11, 2023  
Date

**ORDER OF TRUSTEE ELECTION FOR  
BEAUMONT INDEPENDENT SCHOOL  
DISTRICT**

**WHEREAS**, the Beaumont Independent School District, (BISD”) Board of Trustees desires to order a trustee election on the uniform election date in May 2023 (the “Election”), under a joint election and services agreement with the City of Beaumont (the “City”), Jefferson County (the “County”), and other local governments in Jefferson County in accordance with Texas Education code Section 11.0581; and

**WHEREAS**, the Board of Trustees has the authority pursuant to Chapter 271, of the Texas Election Code to enter into joint election agreements with other political subdivisions in all or part of the District’s territory who are also holding elections on the same date; and

**WHEREAS**, in accordance with Texas Education Code section 39A.202 the Board of Trustees shall order an election of trustees in accordance with applicable provisions of law, provided that elected trustees do not assume any powers or duties after the election except as allowed by the Commissioner of Education pursuant to Texas Education Code section 39A.202 and 19 Texas Administrative Code section 97.1073. It is, therefore,

**ORDERED** by the Board of Trustees of the Beaumont Independent School District that:

**Section 1. Trustee Election.** An election is hereby ordered to be held on **Saturday, May 6, 2023**, during the hours prescribed by law (**7:00 a.m. to 7:00 p.m.**), within the Beaumont Independent School District, for the purpose of electing trustees in the following four (4) positions:

Single-member District 4 (4-year term)  
At-Large (4-year term) Position 1  
At-Large (4-year term) Position 2

**Section 2. Candidate Applications for Place on the Ballot.** Applications for a place on the ballot shall be filed after **8:00 a.m., January 18, 2023, and on or before 5:00 p.m., February 17, 2023.**

**Section 3. Voting Precincts, Polling Places, Election Judges, Alternates, Clerks and Other Election Officials.** The boundaries and territory of the respective existing Jefferson County precincts, wholly or partially within the territorial boundaries of BISD, are hereby

designated as the voting precincts of BISD for the Election. The precinct numbers for BISD's election precincts shall be the corresponding Jefferson County election precinct number of each precinct, if any.

The Board hereby approves the appointment of persons designated by Ms. Roxanne Acosta Hellberg, the Jefferson County Clerk, to serve as election workers, to serve on the Early Voting Ballot Board, and to serve at the Central Counting Station. Such proposed presiding judges and alternate judges shall meet the eligibility requirements of Chapter 32, Subchapter C of the Texas Election Code. The rates of pay for such persons shall be determined by Jefferson County as shown in Election Services Contract between BISD and the County.

**Section 4. Ballots.** The ballots shall be suitable for use with an electronic voting system, and for the purposes of early voting by personal appearance and by mail and shall otherwise conform to the requirements of the Texas Election Code as to permit the elections to vote for the candidate(s) of their choice.

**Section 5. Early Voting.** The Board appoints Ms. Roxanne Acosta Hellberg, the Jefferson County Clerk, as the Joint Early Voting Clerk.

*Early Voting by Personal Appearance:* Early voting by personal appearance will be conducted at the early voting locations at the times noted below:

*Locations*

Beaumont Courthouse-Main location, 1085 Pearl St., Beaumont, Texas

Rogers Park Recreation Center, 6540 Gladys, Beaumont, Texas

Theodore Johns Library, 4255 Fannett Rd., Beaumont, Texas

John Paul Davis Community Center, 3580 E Lucas, Beaumont, Texas

Monday, April 24, 2023 – Friday, May 2, 2023	8:00 a.m. – 5:00 p.m.
Saturday, April 29, 2023	7:00 a.m. – 7:00 p.m.
Sunday, April 30, 2023	12:00 p.m. – 5:00p.m.
Monday, April 23, 2023 – Tuesday, April 24, 2023	7:00 a.m. – 7:00 p.m.

*Early Voting by Mail:* Ballot applications shall be addressed to: Ms. Roxanne Acosta Hellberg, Joint Early Voting Clerk, Jefferson County, P.O. Box 1151 Beaumont, Texas 77704.

The period to apply for a ballot by mail is January 1, 2023, through April 25, 2023. The application must be received by April 25, 2023 (postmarking alone is NOT sufficient).

For the use of those voters entitled by law to vote early by mail, the early voting clerk shall

provide each voter with a ballot with instructions to mark the ballot indicating his or her vote(s) on the same ballots utilized for early voting by personal appearance at the Election.

**Section 6. Delivery of Voted Ballots, Counting, Tabulation, Canvassing of Returns, and Declaring Results.** The voted ballots shall be delivered, counted, and tabulated in accordance with the Texas Election Code. Ms. Roxanne Acosta Hellberg, County Clerk, will make and deliver respective written returns of the Election. The Board will canvass the returns and declare the results of the Election.

**Section 7. Appointment of Custodian of Records.** To the extent not otherwise provided for in any joint election agreement or election services contract, the Board appoints Ms. Georgia Antoine, BISD Coordinator of Board Affairs, as the Custodian of Records (the “Custodian”) to perform the duties related to the conduct and maintenance of records of the Election as required under the Texas Election Code during the period beginning the 50<sup>th</sup> day before Election Day and ending not earlier than the 40<sup>th</sup> day after Election Day. In particular, the Custodian shall accept and maintain records regarding campaign expenditures that may be filed with BISD.

**Section 8. Approval of the Appointment of Agent for BISD.** The Board has appointed Ms. Georgia Antoine, BISD Coordinator of Board Affairs, as the Board’s agent (the “Agent”) to perform the duties of secretary related to the conduct and maintenance of records of the Election as required under the Texas Election Code during the period beginning the 50<sup>th</sup> day before Election Day and ending not earlier than the 40<sup>th</sup> day after Election Day. The Agent will maintain in her office the documents, records and other items relating to the election and will be the Agent designated to receive documents on behalf of BISD that are required by the Texas Election Code. The Agent will post notice of the location and hours of her office as required by the Texas Election Code.

**Section 9. Notice of Election Publication and Posting.**

*Publication of Notice of Election:* Notice of the Election shall be published one time in the English and Spanish languages, in a newspaper published within BISD’s territory at least ten (10) days before and no more than thirty (30) days before the Election and as otherwise may be required by the Texas Election Code.

*Posting of Notice of Election:* Notice of the Election shall also be posted in the English and Spanish languages on the bulletin board used by the Board to post notices of the Board’s meetings, and on the BISD’s website, no later than the twenty-first (21<sup>st</sup>) day before the Election.

**Section 10. Authority of the Superintendent.** The Superintendent shall have the authority to take, or cause to be taken, all actions reasonable and necessary to ensure that the Election is fairly held and returns properly counted and tabulated for canvass by the Board, which

actions are hereby ratified and confirmed.

**Section 11. Preamble Incorporation.** The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

**Section 12. Inconsistent Provisions.** All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters ordered herein.

**Section 13. Governing Law.** This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 14. Severability.** If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

**Section 15. Notice of Meeting.** The Board officially finds, determines, recites and declares that written notice of the date, hour, place and subject of the meeting at which this Order is adopted was posted on a bulletin board located at a place convenient to the public at the BISD's administrative offices for at least seventy-two (72) hours preceding the scheduled time of the meeting; that a telephonic or telegraphic notice of such meeting was given to all news media who have consented to pay any and all expenses incurred by BISD in connection with providing such notice, both as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended; and that such meeting was open to the public as required by law at all times during which this Order and the subject matter thereof was discussed, considered and formally acted upon.

**Section 16. Authorization to Execute.** The President of the Board is authorized to execute and the Secretary of the Board is authorized to attest this Order on behalf of the Board; and the President of the Board is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

**Section 17. Effective Date.** This Order is effective immediately upon approval.

**CERTIFICATE FOR ORDER**

I certify that the foregoing order of election was presented to the Board of Trustees of the Beaumont Independent School District during a properly posted and duly called board meeting on January 19, 2023. A quorum of the Board of Trustees was present and it was duly moved and seconded that this Order be adopted. This Order was adopted according to the following record vote:

Board Member Name	Yes	No	Abstain	Absent
Robert C. Dunn, Sr.	_____	_____	_____	_____
Woodrow Reece, II	_____	_____	_____	_____
Stacey Lewis, Jr.	_____	_____	_____	_____
Joe A. Evans, Jr.	_____	_____	_____	_____
Kevin W. Reece	_____	_____	_____	_____
Matilda Hickman	_____	_____	_____	_____
Denise Wallace-Spooner	_____	_____	_____	_____
VOTE TOTALS	_____	_____	_____	_____

To certify which, witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BEAUMONT INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Robert C. Dunn, Sr., Board President

ATTEST:

\_\_\_\_\_  
Stacey Lewis, Jr., Board Secretary



ELECTION SERVICES AGREEMENT  
BETWEEN JEFFERSON COUNTY  
AND  
**BEAUMONT INDEPENDENT SCHOOL DISTRICT (BISD)**

This agreement made and entered into, by and between Jefferson County, hereinafter referred to as “County”, acting herein by and through its County Judge and Commissioner’s Court, joined herein by the **County Election Officer, Roxanne Acosta-Hellberg, County Clerk**, and **Beaumont Independent School District (BISD)** hereinafter referred to as “Political Subdivision”, acting herein by and through its Executive Board.

**WHEREAS**, Political Subdivision is required to conduct an election on **May 6, 2023**;

**THIS ELECTION SERVICES AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Political Subdivision of **Beaumont Independent School District (BISD)**, hereinafter called “Political Subdivision” and Jefferson County, Texas, by its County Judge and joined herein by its County Elections Officer, **Roxanne Acosta-Hellberg**, hereinafter called “Contracting Officer,” pursuant to Texas Election Code Section 31.092. The parties agree to enter into an Election Services Agreement with each other in accordance with Chapter 271 of the Texas Election Code. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the County Clerk of Jefferson County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Jefferson County voters that the following Agreement be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of the **May 6, 2023** Election. Jefferson County’s voting equipment is to be used in this Political Subdivision Election.
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Notify and coordinate presiding election judges, alternate judges, and all other election officials to administer this Election. This list will be approved by the Political Subdivision or its representative. Jefferson County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the hourly rate approved by

Commissioners Court.

(b) Arrange for poll worker training through a third party or conduct necessary training. Notify all Early Voting and Election Day officials of the date, time and place thereof.

(c) Arrange for the use of early voting locations and Election Day polling locations. If emergency replacement polling locations are needed, Contracting Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible.

(d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.

(e) Prepare and test all electronic voting equipment, format ballot styles, secure audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for this Joint Election and process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.

(g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.

(h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.

(i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide for the retention of said election records as provided by law.

(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

(l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The Contracting Officer will also pay the aforementioned for their services and time in accordance with their rate of pay policy.

(m) Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned Election Code. If requested, Contracting Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The Contracting Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

**3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION.** Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Political Subdivision Election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute an Election Services Agreement with Jefferson County Clerk for the purpose of election administration. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the county voting precincts for this election. Political Subdivision shall adopt the early voting locations used by the county located in the Political Subdivision's jurisdictional boundaries with the stipulation to add additional locations and adopt all early voting dates, and hours recommended by the Contracting Officer in accordance with the Texas Election Code. Political Subdivision shall adopt the Election Day Vote Center polling locations for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the Public Test Notice that Contracting Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the notice of the change for their election. Educate the voters in Political Subdivision on early voting times and places and Election Day polling locations.

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the Election Day Calendar published by the Secretary of State of Texas for the **May 6, 2023 Election**, known as the SOS Election Day Calendar for **May 6, 2023**.

(f) Deliver to Contracting Officer, according to the above mentioned Election Day Calendar, ballot language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to Contracting Officer on the day of receipt. If the application is faxed, the original application must be mailed to Contracting Officer. Contracting Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist Contracting Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.

(i) Pay prorated additional costs incurred by Contracting Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Agreement for all Political Subdivisions. All costs will be assessed and a detailed billed will be rendered within a reasonable time after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

(l) Political Subdivision agrees to enter into an Election Services Agreement with any other political subdivision in Jefferson County which enters into an Election Services Agreement with Contracting Officer and which holds an election on **May 6, 2023**.

4. **COST OF SERVICES.** Political Subdivision shall share expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally

similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

(a.) Costs for early voting, election day, equipment delivery, supplies, mail ballots, payroll, equipment leasing, programming, and other costs will be shared proportionally between all political subdivisions which enter into an Election Services Contract with the County.

## **5. GENERAL CONDITIONS.**

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the Election Day Calendar without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the Secretary of State of Texas' Election Day Calendar is critical because of Jefferson County's obligation to complete all programming and testing and to process, print and mail military and overseas ballots by state/federal deadlines and our duty to conduct federal, state, county elections and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by Jefferson County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Election may vote early by personal appearance at any of the early voting locations or at any Vote Center/Polling Location on Election Day.

(e) Jefferson County Elections Department may contract with numerous political entities for the Election, and the parties agree that all ballot styles will be programmed into one voting system. Each voter will receive one ballot which contains all races and issues in the Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10<sup>th</sup> day from receipt of the fully executed Agreement by Contracting Officer.

(g) Jefferson County is self-insured for personal liability issues. Should Political Subdivision

desire insurance for injuries during this election or other liabilities, entity shall make such arrangements separate from this Agreement.

(h) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by 60<sup>th</sup> day before Election Day. If Political Subdivision's election is cancelled after deadline, a \$300 Agreement preparation and processing fee will be due in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or Election Day voting locations in which precincts are not involved in a runoff election. In the event of a runoff, which Political Subdivision wants Contracting Officer to conduct, Political Subdivision agrees to attempt to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which Contracting Officer will publish.

## **6. DISPUTE RESOLUTION PROCEDURE**

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180<sup>th</sup> day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

## **7. ENTIRE AGREEMENT/AMENDMENT**

This Agreement constitutes the entire agreement between **Beaumont Independent School District (BISD)** and Contracting Officer. This Agreement may be amended only in writing and signed by the parties.

## **8. NOTICES**

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when

delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

**BISD:** Dr. Shannon Allen  
Superintendent  
Beaumont Independent School District  
3395 Harrison  
Beaumont, Texas 77706

**JEFFERSON COUNTY:** Roxanne Acosta-Hellberg  
Jefferson County Clerk  
P. O. Box 1151  
Beaumont, TX 77704

**IN WITNESS WHEREOF**, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**BISD:**

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Name:

**IN WITNESS WHEREOF**, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Jefferson County, Texas**

By: \_\_\_\_\_  
Name: Roxanne Acosta-Hellberg  
Title: Jefferson County Clerk

**EARLY VOTING**  
**April 24, 2023 – May 2, 2023**

**May Uniform Election – Citywide Polling – All precincts may vote at any Vote Center.**  
*(Eleccion uniforme de mayo – Lugares de votacion en todo la ciudad – Todos los precinctos pueden votar en cualquier centro de votacion.)*

<b>Election Day Polling Places</b> <i>Localizaciones</i>	<b>Address</b> <i>Direccion</i>	<b>City, State, Zip Code</b> <i>Cuidad, Estado,Codigo postal</i>
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
Jefferson County Courthouse (Lobby) <b>Main Location</b>	1085 Pearl St	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705

**DATES AND HOURS FOR ALL ABOVE LOCATIONS:**

(Fechas y Horas para todas las localizaciones anteriores):

April 24 – 28, 2023 (Abril 24 – 28, 2023)	Monday - Friday (Lunes -Viernes)	8:00 a.m. - 5:00 p.m.
April 29, 2023 (Abril 29, 2023)	Saturday (Sábado)	8:00 a.m. - 5:00 p.m.
May 1 – 2, 2023 (Mayo 1 – 2, 2023)	Monday – Tuesday (Lunes – Martes)	7:00 a.m. – 7:00 p.m.

# ELECTION DAY

May 6, 2023

**May Uniform Election – Citywide Polling – All precincts may vote at any Vote Center.**

*(Eleccion uniforme de mayo – Lugares de votacion en todo la ciudad – Todos los precinctos pueden votar en cualquier centro de votacion.)*

<b>Election Day Polling Places</b>	<b>Address</b>	<b>City, State, Zip Code</b>
<i>Localizaciones</i>	<i>Direccion</i>	<i>Cuidad, Estado,Codigo postal</i>
Amelia Elementary School (Gymnasium)	565 S. Major Dr	Beaumont, TX 77707
West Brook High School (Mary Nixon Room – Library)	8750 Phelan Blvd	Beaumont, TX 77706
BISD Administration Building (Boardroom)	3395 Harrison Ave	Beaumont, TX 77706
Dishman Elementary (Gymnasium)	3475 Champions Dr	Beaumont, TX 77707
O.C. Mike Taylor Career Center (First Floor Old Library)	2330 North St.	Beaumont, TX 77702
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
Roy Guess Elementary (Hallway near Gymnasium)	8055 Voth Rd.	Beaumont, TX 77708
Alice Keith Park Recreation Center	4075 Highland Ave	Beaumont, TX 77705
Charlton-Pollard Elementary (Gymnasium)	825 Jackson St	Beaumont, TX 77701
Lamar University Montagne Center (Cardinal Club Room)	4401 S. MLK Pkwy	Beaumont, TX 77705
Jefferson County Courthouse (Lobby) <b>Main Polling Location</b>	1085 Pearl St	Beaumont, TX 77701
MLK Middle School (Gymnasium)	1400 Avenue A	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Sterling Pruitt Center (Multi-purpose Room)	2930 Gulf St	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705



**Board Exhibit Cover Sheet**

**Meeting Date:** January 19, 2023

**Agenda Item/Exhibit Number:** **II.F.6.**

**Agenda Item Title:** Approval of MOU for Partnership with World of Color

**Cabinet Level Presenter(s):** Anetra Cheatham

**Additional Presenter(s):** Valerie Maclin

**Executive Summary:** The Beaumont Independent School District engaged in partnership with World of Color (WOC) beginning in the 2021 school year in an effort to support PK services and school readiness for incoming Kindergarten students. In accordance with our Beaumont ISD PK requirements, World of Color is a Texas Rising Star entity with a rating of a three, has space available, provides all meals and snacks, has facilities which meet all Texas Early Learning guidelines, and is a part of the Texas School Ready System.

The Office of Innovation is seeking Board approval to continue the partnership and expand the terms of the agreement between World of Color Development Center (WOC) and the Beaumont Independent School District/Lucas PreK Center (BISD) to include dual enrollment with BISD and shared services. The purpose of this agreement is to foster collaboration between the World of Color and Beaumont ISD in an effort to improve student achievement, early literacy skills and school readiness.

**Recommendation:** Approve the agreement between World of Color Development Center and the Beaumont Independent School District/Lucas PreK

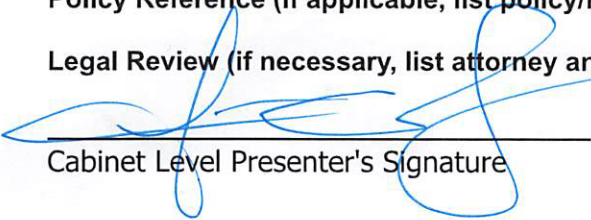
**Budget Impact\* (if applicable):**

**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, General Counsel

  
Cabinet Level Presenter's Signature

1-13-23  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date

**Beaumont Independent School District  
and World of Color Development Center  
Memorandum of Understanding  
2022-2023**

This agreement is between World of Color Development Center (WOC) and the Beaumont Independent School District/Lucas PreK Center (BISD). Hereinafter referred to collectively as the Parties. The purpose of this agreement is to foster collaboration between the World of Color and Beaumont ISD in an effort to improve student achievement, early literacy skills and school readiness.

**PRIORITIES: WOC AND BISD PARTNERSHIP**

1. Establish a clear agreement between WOC and BISD that provides for a productive and creative approach to the mission, goals, and requirements for the School District and the child care center.
2. Provide high quality instruction to all students enrolled at WOC and increase school/Kindergarten readiness for entry into the BISD system.
3. Collaborate in planning, implementation, and continuous improvement of the WOC pre-school program.

**SUPPORT: WOC AND BISD PARTNERSHIP**

4. The partnership model will be dual enrollment where students will be enrolled in BISD and the WOC Early Childhood entity. The Parties will enroll both three and four year old students at WOC who meet eligibility standards for CCS and Texas Public Pre-K. WOC students will be rostered to Lucas Pre-K Center for all TEA reporting. WOC agrees to adopt the BISD Board approved calendar to align with attendance accounting procedures of the District.
5. BISD will provide certified teachers for PreK classes at the WOC child care site to provide instruction, support curriculum development, and provide ongoing coaching for WOC teaching staff.
6. BISD teachers will provide a minimum of four hours of instruction per day for each instructional day on BISD's academic calendar.
7. The Parties will share various resources, curriculum, professional development, coaching, and materials in support of the academic program.
8. The Parties shall coordinate and provide transportation of BISD students served by WOC as determined by BISD. Students attending WOC under the terms of this agreement and/or for after school programming are only eligible for transportation provided by BISD if the student attends school in the same school zone that WOC is located. WOC is responsible for all other transportation and BISD disclaims any and all liability associated with transportation of students by WOC. WOC will provide classroom aides who have completed a minimum of 30 credit hours of SBEC approved continuing education per calendar year. Aides will assist and support the instructional and management activities of certified teachers provided by BISD.
9. BISD will provide oversight and supervision of the program at WOC through a supervisor for Early Childhood Literacy. The certified teachers employed by BISD will be supervised by the Early Childhood Supervisor and the WOC teachers will be supervised by the WOC Director.
10. WOC will provide full access to their facility and resources where students are being served during the hours of instruction. Facility access will include a designated classroom for BISD teachers to work with WOC students during the hours of instruction.
11. WOC agrees that BISD has the right to conduct assessments, collect student data, and report data regarding student outcomes. This data may be utilized to support program evaluation and inform decisions regarding partnership continuation.
12. WOC agrees to provide access to student records as needed to ensure teachers are providing appropriate educational services. WOC agrees to follow this provision for accessing student

records as all LEAs are required by TEA to report all students enrolled in partnership classrooms into the Public Education Information Management System (PEIMS).

13. WOC acknowledges that to the extent it receives confidential student information during the performance of duties under this Agreement, WOC is considered a “school official” in accordance with the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, and shall not disclose confidential student information or education records.
14. WOC agrees to submit all required documentation for the purpose of capturing student enrollment and attendance data within the timelines and attendance policy prescribed by BISD including official attendance time.

### **BISD LIAISON TO WOC**

The District’s Supervisor for Early Literacy will serve as liaison to WOC and as the District point of contact. The liaison and the WOC Director will meet regularly to ensure the success of this partnership.

### **IMMUNITY**

The execution of this Agreement and BISD’s performance of its obligations hereunder do not, and are not intended to, waive or relinquish, and BISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to BISD, its trustees, officers, employees, or agents under federal or Texas laws.

### **TERM, RENEWAL, TERMINATION OF AGREEMENT**

This agreement will commence on \_\_\_\_\_, 2022 and terminate on July 31, 2023. The agreement may be renewed or extended by the partners based upon their written mutual consent. This agreement may also be amended by written agreement of both parties. Both WORLD OF COLOR DEVELOPMENT CENTER and BEAUMONT INDEPENDENT SCHOOL DISTRICT reserve the right to terminate this agreement, with or without cause, upon service of 90-day written notice to the other party. In this event, the date of termination will be the last day of the current semester or year of BISD school term, unless otherwise agreed by both parties. If notice is provided to terminate this agreement, BISD may discontinue its allocation of teachers servicing WOC.

---

Kourtney Lynch, Owner/Director      Date  
World of Color Development  
Center

---

Dr. Shannon Allen, Superintendent      Date  
Beaumont Independent School District