

**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, August 17, 2023

Regular Meeting

5:00 PM

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

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

5:00 PM - (CALL TO ORDER)

- I. INTRODUCTION
 - A. ROLL CALL
 - 1. CLOSED SESSION (CLOSED TO PUBLIC) - BOARD WILL CONVENE IN CLOSED SESSION UNDER CHAPTER 551 OF THE TEXAS GOVERNMENT CODE, SECTIONS 551.071, 551.072, 551.073, 551.074, 551.076, 551.083, 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. Level 3 Employee Grievance Hearing: Beau Wesley Carroll
 - 2. Level 3 Parent Grievance Hearing: J.B.
 - 3. Board Operating Procedures
 - 4. Superintendent's Formative Review
 - 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. 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. Preliminary 2022-2023 STAAR Reesults
 - C. PUBLIC COMMENTS
 - D. INFORMATION ITEMS
 - 1. Update on Personnel Activities



Board Exhibit Cover Sheet

Meeting Date: August 17, 2023

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

Agenda Item Title: Report – Tax Collections

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: N/A

Recommendation: N/A

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

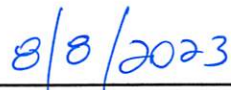
Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements):

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

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



Cabinet Level Presenter's Signature



Date

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

Date

General Counsel's Signature

Date

Tax Collection Report
July 31, 2023

	Taxes Collected			
	7/31/23		7/31/22	
	M & O	I & S	M & O	I & S
Current	354,907.30	98,638.94	140,559.42	39,065.53
Delinquent	56,060.50	14,590.53	33,981.76	8,080.68
Penalties & Interest	78,411.41	20,851.77	76,910.35	19,135.91
Totals	489,379.21	134,081.24	251,451.53	66,282.12

	Current Taxes			
	Tax Levy	Collections for 07/31/2023	YTD Current Collections	Collected Percentage
	150,106,148.87	453,546.24	146,757,269.48	97.77%

Two Year Comparison	
Current Year as of 07/31/2023	Prior Year as of 07/31/2022
97.77%	98.09%

AGENDA:
August 17, 2023



Board Exhibit Cover Sheet

Meeting Date: August 17, 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):


Cabinet Level Presenter's Signature


Date

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

Date

General Counsel's Signature

Date

BEAUMONT INDEPENDENT SCHOOL DISTRICT
GENERAL FUND
 General Fund Summary
 July 31, 2023

	Amended Budget	Month To Date	Year to Date Transactions	Outstanding Encumbrances	Balances
REVENUES					
Property Tax Collection (including delinquencies)	108,909,315	489,379	489,379	-	108,419,936
Sources of Misc Income (Foreign Trade Zone, Athletics...)	12,025,317	462,753	462,753	-	11,562,564
State Program Revenues	43,205,180	1,318,873	1,318,873	-	41,886,307
Federal Program Revenues	7,897,910	544,203	544,203	-	7,353,707
Other Financing Sources	100,000	288	288	-	99,712
Total Revenues	172,137,722	2,815,497	2,815,497	-	169,322,225
EXPENDITURES					
11 Classroom	91,177,242	1,707,406	1,707,406	238,385	89,231,451
12 Library	1,250,528	17,820	17,820	2,310	1,230,398
13 Staff Development	557,977	35,380	35,380	35,460	487,137
21 Asst Sups, Directors, Supervisors, Curriculum Coordinators	3,710,067	275,609	275,609	42,368	3,392,091
23 Principal, Asst. Principals, Office Clerical	9,606,614	454,178	454,178	125,231	9,027,204
31 Counselors	6,121,986	222,886	222,886	128,252	5,770,847
32 Social Workers	323,833	12,340	12,340	-	311,493
33 Nurses	1,978,180	42,941	42,941	5,192	1,930,047
34 Transportation	5,765,906	165,818	165,818	901,985	4,698,103
36 Extracurricular	5,648,805	342,836	342,836	361,195	4,944,774
41 Administration	7,208,681	582,713	582,713	330,244	6,295,724
51 Maintenance and Utilites	31,765,462	2,177,952	2,177,952	5,200,708	24,386,801
52 Police and Monitoring Services	4,861,576	137,514	137,514	1,185,824	3,538,239
53 Data Processing Personnel	3,794,484	690,566	690,566	578,268	2,525,651
61 Parent involvment Liaisons, Day Car Workers	258,910	3,771	3,771	1,279	253,860
71 Debt Service	1,114,965	-	-	-	1,114,965
93 Fiscal Agent - Shared Service for Deaf Program	352,950	-	-	-	352,950
95 Juvenile Justice Alternative Ed Program	161,860	-	-	-	161,860
99 Other Intergovernmental Charges	1,575,000	-	-	-	1,575,000
Total Expenditures	177,235,026	6,869,730	6,869,730	9,136,702	161,228,594
Net increase (decrease)	(5,097,304)				

**CAMPUS ACTIVITY FUND
EXPLANATION OF AMENDMENTS
JULY 2023**

West Brook High School	\$ 23,965.00
Explanation: Car Registrations, Chromebook Fees, AP Fees, Cell Phone Fines, Library Fines, Commissions/Vending Machines, ID Fines, Yearbook, Program Ads, LED Signs	
Beaumont United High School	\$ 3,021.00
Explanation: Car Registrations, Chromebook Fees, ID Fines	
Smith Middle School	\$ 30.00
Explanation: Chromebook Fees	
King Middle School	\$ 30.00
Explanation: Chromebook Fees	
Marshall Middle School	\$ 1,794.00
Explanation: LED Signs, Chromebook Fees, Yearbooks, ID Fines	
Odom Academy	\$ 435.00
Explanation: Chromebook Fees	
Vincent Middle School	\$ 30.00
Explanation: Chromebook Fees	
Amelia Elementary	\$ -
Explanation:	
Caldwood Elementary	\$ 87.00
Explanation: Lucas Balance Transfer	
Curtis Elementary	\$ -
Explanation:	
Fletcher Elementary	\$ 311.00
Explanation: Fundraiser Proceeds	
Guess Elementary	\$ 148.00
Explanation: Commissions/Vending Machines	
Regina Howell Elementary	\$ 90.00
Explanation: Chromebook Fees	
Homer Drive Elementary	\$ 221.00
Explanation: Commissions/Vending Machines, Lucas Balance Transfer	
Pietzsch Elementary	\$ -
Explanation:	
Dishman Elementary	\$ 89.00
Explanation: Commissions/Vending Machines	
Blanchette Elementary	\$ -
Explanation:	
Martin Elementary	\$ 88.00
Explanation: Lucas Balance Transfer	

**CAMPUS ACTIVITY FUND
EXPLANATION OF AMENDMENTS, CONTINUED
JULY 2023**

Phalen Leadership Academy (Jones-Clark ES)	\$	-
Explanation:		
Charlton-Pollard Elementary	\$	-
Explanation:		
Fehl Price Classical Academy	\$	-
Explanation:		
Bingman Pre-K Center	\$	-
Explanation:		
Lucas Pre-K Center	\$	(263.00)
Explanation:		Campus closed. Balances transferred.
Pathways Learning Center	\$	-
Explanation:		
Career and Technical Center	\$	903.00
Explanation:		Commissions/Vending Machines
Brown Center	\$	-
Explanation:		
Transportation Dept	\$	49.00
Explanation:		Commissions/Vending Machines
Maintenance Dept	\$	12.00
Explanation:		Commissions/Vending Machines
Administration Building	\$	62.00
Explanation:		Commissions/Vending Machines
Admin. Annex Building	\$	-
Explanation:		
Police Dept.	\$	-
Explanation:		
Early College H.S.	\$	1,877.00
Explanation:		Library Fines, Chromebook Fees, Yearbooks
School for the Deaf (Deaf Ed.)	\$	-
Explanation:		
Fine Arts Department	\$	-
Explanation:		

**CAMPUS ACTIVITY FUNDS
BUDGET CHANGE REPORT - JULY 2023**

		<u>Original Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Revenues</u>				
Local Revenue - Other Sources	461.00.5749.00	270,376	32,979	303,355
<u>Expenditures</u>				
	<u>School Leadership</u>			
West Brook High School	461.XX.6499.00.008.00.000	93,941	23,965	117,906
Beaumont United High School	461.XX.6499.00.014.00.000	37,457	3,021	40,478
Smith Middle School	461.XX.6499.00.042.00.000	1,635	30	1,665
King Middle School	461.XX.6499.00.043.00.000	4,619	30	4,649
Marshall Middle School	461.XX.6499.00.046.00.000	11,304	1,794	13,098
Odom Academy	461.XX.6499.00.047.00.000	15,709	435	16,144
Vincent Middle School	461.XX.6499.00.048.00.000	5,153	30	5,183
Amelia Elementary	461.XX.6499.00.101.00.000	1,888	-	1,888
Caldwood Elementary	461.XX.6499.00.104.00.000	3,801	87	3,888
Curtis Elementary	461.XX.6499.00.105.00.000	7,945	-	7,945
Fletcher Elementary	461.XX.6499.00.110.00.000	12,645	311	12,956
Guess Elementary	461.XX.6499.00.112.00.000	1,725	148	1,873
Regina Howell Elementary	461.XX.6499.00.118.00.000	14,833	90	14,923
Homer Drive Elementary	461.XX.6499.00.123.00.000	138	221	359
Pietzsch Elementary	461.XX.6499.00.125.00.000	6,962	-	6,962
Dishman Elementary	461.XX.6499.00.126.00.000	698	89	787
Blanchette Elementary	461.XX.6499.00.127.00.000	5,156	-	5,156
Martin Elementary	461.XX.6499.00.128.00.000	3,440	88	3,528
Phalen Leadership Academy (Jones-Clark)	461.XX.6499.00.129.00.000	11,566	-	11,566
Charlton-Pollard Elementary	461.XX.6499.00.130.00.000	6,458	-	6,458
Fehl Price Classical Academy	461.XX.6499.00.131.00.000	1,672	-	1,672
Bingman Pre-K Center	461.XX.6499.00.132.00.000	1,773	-	1,773
Lucas Pre-K Center	461.XX.6499.00.133.00.000	263	(263)	-
Pathways Learning Center	461.XX.6499.00.006.00.000	78	-	78
Career and Technical Center	461.XX.6499.00.009.00.000	11,823	903	12,726
Brown Center	461.XX.6499.00.012.00.000	842	-	842
Transportation Dept	461.XX.6499.00.811.00.000	175	49	224
Maintenance Dept	461.XX.6499.00.819.00.000	591	12	603
SSA Deaf Program	461.XX.6499.00.838.00.000	51	-	51
Administration Building	461.XX.6499.00.842.00.000	2,403	62	2,465
Admin. Annex Building	461.XX.6499.00.843.00.000	156	-	156
Police Dept.	461.XX.6499.00.850.00.000	307	-	307
Early College H.S.	461.XX.6499.00.013.00.000	3,169	1,877	5,046
Fine Arts Department	461.XX.6499.00.849.00.000	-	-	-
	Total Expenditures	<u>270,376</u>	<u>32,979</u>	<u>303,355</u>
BUDGET CHANGE				
	Total Revenues	270,376	32,979	303,355
	Total Expenditures	<u>(270,376)</u>	<u>(32,979)</u>	<u>(303,355)</u>
	Adjusted Surplus	-	-	-

**DONATION REPORT - JULY 2023
MONETARY DONATIONS**

<u>Donor Name/Organization</u>	<u>Recipient</u>	<u>Account Number</u>	<u>Amount Given</u>
<i>No activity to report.</i>			
Total Monetary Donations			<u>-</u>

**DONATION REPORT - JULY 2023
RECORD OF DONATED ITEMS**

<u>Donor Name/Organization</u>	<u>SAF Club/Department</u>	<u>Description of Items</u>	<u>Estimated Value</u>
Shawn Atkins - Howell Furniture	Roy Guess Elementary	Love Seat and Matching Chair	1,200



Board Exhibit Cover Sheet

Meeting Date: August 17, 2023

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

Agenda Item Title: Approval of Optional Flexible School Day Application – Paul Brown Learning Center

Cabinet Level Presenter(s): Anetra Cheatham

Additional Presenter(s): Dr. Calvin Rice

Executive Summary: Paul Brown Learning Center will continue the implementation of the campus' new redesigned program structure for the 2023-24 school year. In partnership with the Lamar Institute of Technology, its new operational structures will expand learning opportunities and strengthen the recruiting and instructional offerings for students who need a differentiated type of school program. The district is seeking approval from the Board for an application to TEA for Optional Flexible School Day Program. The application seeks to add flexibility to the current instructional schedule to expand the hours students can attend to earn attendance and complete coursework.

Recommendation: Approve the application for Optional Flexible School Day for the 2023-2024 school year

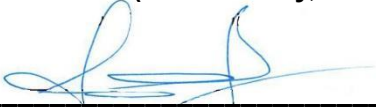
Budget Impact* (if applicable): The Optional Flexible School Day program (OFSDP) assists in serving students identified as "at risk" under the Texas Education Code (TEC 29.0822) with scheduling flexibility based on special circumstances. The OFSDP program provides an alternative method of attendance accounting where students must receive at least 45 minutes of instruction on any given day to accrue eligible minutes for the day. Although flexible scheduling will be implemented, instructional time based on the 45 minutes of instruction is still funded at the same rate as the FSP formula used for regular ADA attendance accounting.

Funding Source (if applicable):

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

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

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



Cabinet Level Presenter's Signature

8/9/2023

Date

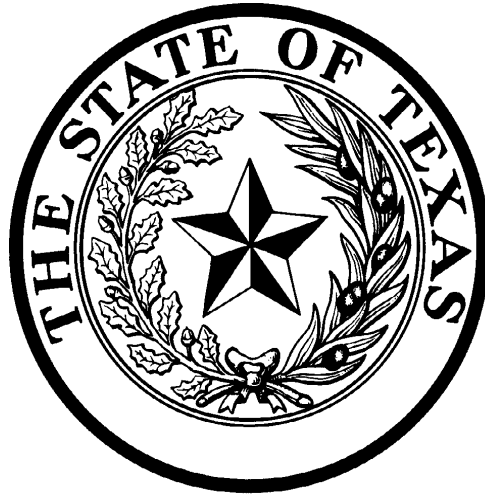
*CFO Signature (required if there is a budget impact)

Date

General Counsel's Signature

Date

Texas Education Agency



APPLICATION

Updated May 2021

Optional Flexible School Day Program (OFSDP)

_____ School Year

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student is eligible to participate in an optional flexible school day program (OFSDP) authorized under the Texas Education Code [\(TEC\) §29.0822](#), if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
 - the student is attending a campus implementing an approved innovative campus plan; or
 - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
 - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
 - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student's participation
 - by the student, if the student is over 18 years of age; or
 - by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

Assessment

The student must take the required state assessments specified under the [TEC, §39.023](#), during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the [TEC, §29.0822](#), may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP (see Appendix Two).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Provisions of Agreement

Article I – Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the “TEA,” and

(Legal Name of School District or Open-Enrollment Charter School)

located at

(Physical Address)

hereinafter referred to as “district.”

Article II – Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

Article III – Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV – Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article V – General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an “X” beside it:

- Appendix One, Assurances
- Appendix Two, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)
- Appendix Four, Contact Sheet
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)

Article VI – Application Process

- For questions or assistance regarding this application, email opfex@tea.texas.gov or call 512-463-9294.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix 5 should be at least thirty (30) days after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Email the complete application and attachments to: opfex@tea.texas.gov.
- Email subject line should indicate: OFSDP Application - District Name, County District Number

Article VII – Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name _____

_____ Authorized Signature

Typed Title _____

Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
 - the student is attending a campus implementing an approved innovative campus plan; or
 - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
 - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
 - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student’s participation
 - by the student, if the student is over 18 years of age; or
 - by the student and the student’s parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. to ensure all instructional materials and facilities are comparable or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the [Student Attendance Accounting Handbook](#).

8. to comply with all reporting requirements established by the TEA;
9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Name, Title, and Telephone Number of School Board President

Signature of SchoolBoard President

Date

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Two
Board Approval

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.
2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: _____

Day: _____

Year: _____

Time: _____

Location: _____

AGREED and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Name, Title, and Telephone Number of School Board President

Signature of School Board President

Date

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Three Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three, Attendance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT A SEPARATE PDF TO CONCISELY PROVIDE THE INFORMATION BELOW, LABELED WITH THE CORRESPONDING NUMBER, FOR APPENDIX THREE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

1. Indicate the expected start date of the district’s OFSDP.
2. Indicate the estimated number of OFSDP students that will be served per teacher.
3. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the [Student Attendance Accounting Handbook](#).
4. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. Explain the following:
 - a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
 - b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
 - c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present x 240).
 - d. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).
 - e. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

NOTE: absences and days present do not exist in the OFSDP

5. **If** students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), must include the following:
 - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
 - b. Describe the individual learning plan or process used to monitor each student’s progress.
 - c. Indicate how students will be served by an academic coach and local advocate.
 - d. Indicate the date of the month that monthly student progress reports will be provided to the student’s school district.
 - e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.



Appendix Three The Paul Brown Learning Center Beaumont Independent School District

Program Goals and Objectives

The Beaumont Independent School District would like to provide additional opportunities for those students who are identified as “at-risk” under the Texas education code by providing scheduling flexibility under the Optional Flexible School Day Program (OFSDP). The Optional Flexible School Day Program would provide students the opportunity to meet academic requirements for graduation, which is the primary goal of the program. The secondary goal is to provide a smooth transition to post-secondary institutions and/or Military and Career Readiness. The objective of the program would be to facilitate opportunities for students to recovery credit and provide remediation for state assessments supporting the requirements for graduation.

Proposed Schedule

Students would be able to flex within three prescribed sessions: One morning session—7:35 - 11:00, one Afternoon session—1:00-3:00 and one evening session—3:30 - 7:30. The evening session would only convene four days per week—Monday thru Thursday. Students would be able to participate in one or all three sessions depending on the unique needs of the student.

Staff Positions and Resource Personnel

The Principal of the Paul Brown Learning Center will serve as the Director for the program during the morning and afternoon sessions. A coordinator would provide oversight during the evening session. Eight highly qualified teachers shall provide instruction during the morning and afternoon sessions. The evening sessions will have five highly qualified teachers, either from the Paul Brown Center or other schools within the Beaumont ISD. These teachers will work for 4.0 hours after school, four times a week. There will be an assigned counselor and PEIMS Clerk during morning and afternoon sessions. The PEIMS Clerk will work two hours—during the first two hours—of the evening session.

Staff Qualifications and Standards

Staff members will be selected based on their certification. Teachers must be certified in the areas that they teach and the counselor will have a master’s degree with a certification in guidance and counseling. The PEIMS Clerk must show proficiency in the PEIMS and attendance process.

Student Identification

Students who are over age, 11th or 12th grade cohort, and are labeled at-risk or who dropped out will be eligible to complete an application to the program. Special attention will be provided to those students who are at risk of not graduating with their cohort, as well as seniors who are missing three credits or less and/or one or more sections of EOC assessments. Teachers, counselors, administrators and PEIMS clerk will review data on students to determine students that meet criteria for entrance into the program.



Enrollment Process

The students that have been identified and meet the criteria will be allowed to complete an application for enrollment to the OFSDP. The attendance committee, including the principal, counselor and PEIMS clerk, will review the application and certify the students enrollment to the program. The counselor will meet with the students and parents who have been approved for the program and obtain consent and explain the requirements of the program. Upon acceptance, the students will be given a projected schedule of instruction, which includes direct instruction and independent practice and participation in the edgunuity program. The counselor and the PEIMS clerk will register the student and add student to the OFSDP PEIMS and attendance rosters. The principal and district level personnel will monitor the attendance and performance. The approximate number of Optional Flexible School Day Program students that will be served per teacher will be 5.

State Assessments

The students will be administered the state mandated exams at the Paul Brown campus the district's prescribed assessment schedule.

Special Programs

The Paul Brown's Optional Flexible School Day Program will provide special education, Career and Technology education and pregnancy related services through our district resources and infrastructure. All teachers will be certified in their content areas and all services will comply with the student attendance accounting handbook.

Attendance Tracking

The attendance tracking for the program will begin with the teacher of record. Teachers will track the number of minutes students attend each day and certify the students' minutes with their signature each day. The PEIMS clerk, after receipt from teachers, will enter the attendance for accountability purposes in accordance with the state's attendance handbook, using TEAMS attendance system at the end of each week. The PEIMS clerk will maintain all records pertaining to optional flexible scheduling in their office.

Minutes Tracking

Students under the OFSDP will not receive more than 10,800 minutes per course, and the minutes will be monitored between the two programs by applying the TEA recommended formula:
Maximum OFSDP minutes eligible per student = $(180 - \text{Traditional Days present}) \times 240$.

Student detail Audit reports will be made available in the opflex campus-based records binder and reviewed and certified by the Beaumont ISD's Student Services Department.

Appendix Four Contact(s) Sheet

The definition of terms of the application applies to this Appendix Four, Contact Sheet. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement:

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FOUR, CONTACT SHEET. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

District Contact(s) for the Application

Contact Name:	
District Superintendent or Charter School Chief Operations Officer:	
Mailing Address:	
City, State, Zip Code:	
Telephone Number:	
Alternate Telephone Number:	
Fax Number:	
Email Address:	

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

NOTE: Most of the contact for the approved OFSDP is done via email. A valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.

Appendix Five
Participating Campuses, Student Eligibility, and Period of Agreement

The definition of terms of the application applies to this Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement:

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FIVE, PARTICIPATING CAMPUSES, STUDENT ELIGIBILITY, AND PERIOD OF AGREEMENT. ALL INFORMATION REQUESTED MUST BE INCLUDED ON THIS TEMPLATE AND SUBMITTED IN A SEPARATE EXCEL FILE.

Download and complete Appendix 5, which can be found on the [OFSDP webpage](#) under the *Applications and Templates* section.

Once completed, email the following to OPFLEX@tea.texas.gov:

1. The application (in PDF file format)
2. Appendix Three (in PDF file format)
3. Appendix Five (in MS Excel file format)

Optional Flexible School Day Program (OFSDP)

School Year 2021-2022

(Updated May 2021)

District Number	Insert 6-digit district number here	ELIGIBILITY DESIGNATION 1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College HS 4 = TEC §39A Campus Turnaround Plan 5 = Credit Recovery 6 = TEC §29.081 (e-1) Campus Dropout Recovery 7 = TEC §29.081 (e-2) Online Dropout Recovery	School Year Period of Agreement (Reported in TSDS PEIMS Summer Collection 3) Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4	Credit Recovery - De (Reported in TSDS PEIMS E Students may not be reported v total on the 42400 Basic Att and 42500 Flex Attendance Summer period of agreement
------------------------	--	--	--	---

Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Total Students	Start Date	End Date	Proposed Days: SUMTWTWHS	Minutes Per Day	Start Date	End Date
123910012	PAUL A BROWN ALTERNATIVE CENTER	1				5							720	7/1/23	6/1/24
123910012	PAUL A BROWN ALTERNATIVE CENTER	1				5						MTWTH	720		
000000000															
000000000															
000000000															
000000000															



Designation 5 only
(Extended Collection 4)

with more than one ADA in
Attendance Collection 3
in collections 3 and 4

is not to exceed 30 days

Proposed Days: SUMTWTWFS	Minutes Per Day
MTWTHF	720



Board Exhibit Cover Sheet

Meeting Date: August 17, 2023

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

Agenda Item Title: Approve BISD Memorial Stadium Concession Agreement with Booster Clubs for the 2023-2024 School Year

Cabinet Level Presenter(s): Anetra Cheatham

Additional Presenter(s): Ron Jackson, Cheryl, Hernandez

Executive Summary: Beaumont ISD permits the booster clubs for Beaumont United and West Brook High Schools to operate the concession stands at Memorial Stadium during the games the high school and its feeder pattern are scheduled to play at the stadium.

Recommendation: Approve Booster Club Concession Agreements

Budget Impact* (if applicable):

Funding Source (if applicable):

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

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

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

Cabinet Level Presenter's Signature

August 14, 2023

Date

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

Date

General Counsel's Signature

Date

BEAUMONT UNITED HIGH SCHOOL BOOSTER CLUB CONCESSION AGREEMENT

This "Concession Agreement" between the Beaumont Independent School District located in Beaumont, Jefferson Count, Texas (District) and the BEAUMONT UNITED HIGH SCHOOL BOOSTER CLUB, a non-profit organization operating in Beaumont, Jefferson County, Texas (Club).

WITNESSES

District hereby grants to the Club the right to operate concessions for the sale of merchandise such as candy, gum, peanuts, popcorn and other food selections, non-alcoholic beverages, cushions, and other concession items at the facility, for the period of August 24, 2023 through May 24, 2024 upon the following terms and conditions:

1. Club has the right to operate concession outlets when Beaumont United High School or its feeder middle schools are the home football team at the facility. When Beaumont United High School or its feeder middle schools' opponent is a school affiliated with the District, Club will have the right to operate the home-side concession outlet. If the opposing school's booster club does not enforce its right to operate the visitor side concession, the Club may operate both the home and visitor concession. When more than one booster club works the concession outlets, each booster club is entitled to the funds earned at its respective concession outlet consistent with Section 6 herein.
2. All concessions and equipment used in connection with the use of the facility are and shall remain the property of the Club, with the exception of those concession facilities constructed or provided with District materials. Club will be required to thoroughly clean the concession stands and equipment following each event. Pepsi delivers and restocks its products in the concession facilities prior to and following each event at Memorial Stadium. The District will invoice Club for all Pepsi product provided by the District and sold during its use of the concession stand on a monthly basis. Payment must be made within fifteen days of receipt of the invoice. Invoices will be provided via electronic mail and regular mail to the addresses indicated in this agreement. The District reserves the right to discontinue or change the beverage provider in the concession facilities at any time during the term of this agreement.
3. The District retains the right to operate concession outlets at the facility if the home team is not affiliated with District consistent with Section 1 herein. Club shall have no interest in proceeds received in the instances described in this paragraph.
4. Concession stands shall be operated in accordance with the rules, regulations and policies of the District, local ordinances and the laws of the State of Texas and the United States of America.
5. Payments are due on or before September 15, 2023. Checks shall be made payable to the Beaumont Independent School District and hand delivered to the Business Office of the Administration Building, 3395 Harrison Avenue, Beaumont, Texas 77706. The Club shall deliver to the District with the executed copies of this Agreement, a good faith deposit in the amount of five hundred dollars (\$500.00) on or before September 15, 2023. All or any portion of the deposit shall be made available unconditionally to the District for payment of delinquent concession fees, or for correcting any default or breach of the Agreement by Club. If at the end of this Agreement Club has performed all the Provisions of the Agreement, the deposit or any remaining balance shall be returned to the Club without interest. If the Club fails or refuses to pay a deposit as required by this Agreement, the District may terminate this Agreement immediately upon breach.

6. In exchange for the rights described above, Club will pay to the District ten percent (10%) of the net income from concession operations. Payment shall be made directly to the Business Office of the Beaumont Independent School District, Beaumont, Texas, in two payments: within two (2) weeks following the conclusion of the last fall semester event, and within two (2) weeks following the conclusion of the last spring semester event.

It is specifically understood by and between the parties that the net income returned from the operations by Club are to be expended by the Club for the support of appropriate student activities at the school referred to above, and that District has entered into this agreement as a means to ensuring such support.

7. Failure of Club, or any member agent, or representative of Club, to adhere strictly to the provisions of this Agreement relating to clean-up activities, payment of percentage of net income, expenditure of retained income for proper student activities and other pertinent conditions shall be grounds of termination of the Agreement upon written notice from the District Business Office.

8. District shall have the right to audit receipts, disbursements, and related financial records of Club pertaining to concession operations at any time upon written request from District Business Office.

9. This Agreement is non-assignable. Should a dispute arise regarding this Agreement, the parties submit to the exclusive jurisdiction of Jefferson County, Texas.

INWITNESS WHEREOF, the parties hereto execute this Concession Agreement in duplicate original at Beaumont, Jefferson County, Texas this the _____ day of _____, 2023.

Beaumont Independent School District

Beaumont United High School Booster Club

By: _____
President
Board of Trustees

Eddie Lee Nelson Jr.

Club President

By:

ATTEST: _____
Secretary
Board of Trustees

Henry R Hampton

Club Treasurer

ATTEST:

Contact:
3395 Harrison Avenue
Beaumont, Texas 77706
spier@bmtisd.com
(409) 617-5001

Contact: *Eddie Nelson*
Address: *1502 Pipkin Street*
City, State, Zip: *Beaumont, TX 77705*
Email: *eddie-nelson@sbcglobal.net*
Phone: *(409) 656-7543*

WEST BROOK HIGH SCHOOL BOOSTER CLUB CONCESSION AGREEMENT

This "Concession Agreement" between the Beaumont Independent School District located in Beaumont, Jefferson County, Texas (District) and the WEST BROOK HIGH SCHOOL BOOSTER CLUB, a non-profit organization operating in Beaumont, Jefferson County, Texas (Club).

WITNESSESETH

District hereby grants to the Club the right to operate concessions for the sale of merchandise such as candy, gum, peanuts, popcorn and other food selections, non-alcoholic beverages, cushions, and other concession items at the facility, for the period of August 24, 2023 through May 24, 2024 upon the following terms and conditions:

1. Club has the right to operate concession outlets when West Brook High School or its feeder middle schools are the home football team at the facility. When West Brook High School or its feeder middle schools' opponent is a school affiliated with the District, Club will have the right to operate the home-side concession outlet. If the opposing school's booster club does not enforce its right to operate the visitor side concession, the Club may operate both the home and visitor concession. When more than one booster club works the concession outlets, each booster club is entitled to the funds earned at its respective concession outlet consistent with Section 6 herein.
2. All concessions and equipment used in connection with the use of the facility are and shall remain the property of the Club, with the exception of those concession facilities constructed or provided with District materials. Club will be required to thoroughly clean the concession stands and equipment following each event. Pepsi delivers and restocks its products in the concession facilities prior to and following each event at Memorial Stadium. The District will invoice Club for all Pepsi product provided by the District and sold during its use of the concession stand on a monthly basis. Payment must be made within fifteen days of receipt of the invoice. Invoices will be provided via electronic mail and regular mail to the addresses indicated in this agreement. The District reserves the right to discontinue or change the beverage provider in the concession facilities at any time during the term of this agreement.
3. The District retains the right to operate concession outlets at the facility if the home team is not affiliated with District consistent with Section 1 herein. Club shall have no interest in proceeds received in the instances described in this paragraph.
4. Concession stands shall be operated in accordance with the rules, regulations and policies of the District, local ordinances and the laws of the State of Texas and the United States of America.
5. Payments are due on or before September 15, 2023. Checks shall be made payable to the Beaumont Independent School District and hand delivered to the Business Office of the Administration Building, 3395 Harrison Avenue, Beaumont, Texas 77706. The Club shall deliver to the District with the executed copies of this Agreement, a good faith deposit in the amount of five hundred dollars (\$500.00) on or before September 15, 2023. All or any portion of the deposit shall be made available unconditionally to the District for payment of delinquent concession fees, or for correcting any default or breach of the Agreement by Club. If at the end of this Agreement Club has performed all the Provisions of the Agreement, the deposit or any remaining balance shall be returned to the Club without interest. If the Club fails or refuses to pay a deposit as required by this Agreement, the District may terminate this Agreement immediately upon breach.

6. In exchange for the rights described above, Club will pay to the District ten percent (10%) of the net income from concession operations. Payment shall be made directly to the Business Office of the Beaumont Independent School District, Beaumont, Texas, in two payments: within two (2) weeks following the conclusion of the last fall semester event, and within two (2) weeks following the conclusion of the last spring semester event.

It is specifically understood by and between the parties that the net income returned from the operations by Club are to be expended by the Club for the support of appropriate student activities at the school referred to above, and that District has entered into this agreement as a means to ensuring such support.

7. Failure of Club, or any member agent, or representative of Club, to adhere strictly to the provisions of this Agreement relating to clean-up activities, payment of percentage of net income, expenditure of retained income for proper student activities and other pertinent conditions shall be grounds of termination of the Agreement upon written notice from the District Business Office.
8. District shall have the right to audit receipts, disbursements, and related financial records of Club pertaining to concession operations at any time upon written request from District Business Office.
9. This Agreement is non-assignable. Should a dispute arise regarding this Agreement, the parties submit to the exclusive jurisdiction of Jefferson County, Texas.

INWITNESS WHEREOF, the parties hereto execute this Concession Agreement in duplicate original at Beaumont, Jefferson County, Texas this the _____ day of _____, 2023.

Beaumont Independent School District

West Brook High School Booster Club

By:

President
Board of Trustees



Club President

By:

ATTEST:

Secretary
Board of Trustees



Club Treasurer

ATTEST:

Contact:
3395 Harrison Avenue
Beaumont, Texas 77706
spier@bmtisd.com
(409) 617-5001

Contact: Adriane White
Address: 3740 Bayou Rd
City, State, Zip: Beaumont, TX 77707
Email: amwhite69@yahoo.com
Phone: 409-550-7127



Board Exhibit Cover Sheet

Meeting Date: August 17, 2023

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

Agenda Item Title: 2023-2024 T-TESS Certified Appraisers

Cabinet Level Presenter(s): Dr. Anita Frank

Additional Presenter(s):

Executive Summary: The District shall appraise teachers annually using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations. Each year the Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.

Recommendation: The Board approves the 2023-2024 T-TESS Certified Appraisers

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

Policy Reference (if applicable, list policy/regulation): DNB Legal and Local

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

Anita Frank

Cabinet Level Presenter's Signature

8/10/2023

Date

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

Date

General Counsel's Signature

Date



**Beaumont Independent School District
T-TESS Certified Appraisers
2023-2024**

Last Name	First Name	Certification Status	Certification Year
Adams	Karolarnica	Certified	2023-2024
Angelo	Jenny	Certified	2023-2024
Barbay	D'Lana	Certified	2023-2024
Bowser	Joseph	Certified	2023-2024
Carr	Shana	Certified	2023-2024
Carter	Janna	Certified	2023-2024
Chaison	Derrick	Certified	2023-2024
Chavis	Tara	Certified	2023-2024
Cisneros	Billie	Certified	2023-2024
Cobb	Lachandra	Certified	2023-2024
Coleman	Lawanda	Certified	2023-2024
Collins	Audrey	Certified	2023-2024
Colvin	Charles	Certified	2023-2024
Cooper	Felicia	Certified	2023-2024
Corona	Julie	Certified	2023-2024
Courville	Kerri	Certified	2023-2024
Culpepper	Erica	Certified	2023-2024
Derry	Angela	Certified	2023-2024
DuPont	Yvonne	Certified	2023-2024
Frank	Anita	Certified	2023-2024
Gatica	Dolores	Certified	2023-2024
Gerard	Stennie	Certified	2023-2024
Green	Reginald	Certified	2023-2024
Guidry	Rachiel	Certified	2023-2024
Guidry	Velma	Certified	2023-2024
Guillory	Adrienne	Certified	2023-2024
Guillory	Gloria	Certified	2023-2024
Harrell-Bodle	Mona	Certified	2023-2024
Hendrix	Sharon	Certified	2023-2024
Jameson	Frank	Certified	2023-2024
Jenkins	Sylvia	Certified	2023-2024
Johnson	Wiley	Certified	2023-2024
Johnston	April	Certified	2023-2024
Jones	Blanca	Certified	2023-2024
Jones	Peyton	Certified	2023-2024
Kinney	David	Certified	2023-2024
Landry	Victoria	Certified	2023-2024



**Beaumont Independent School District
T-TESS Certified Appraisers
2023-2024**

Lavergne	Kourtney	Certified	2023-2024
Levy	Barbara	Certified	2023-2024
Lewis	Dana	Certified	2023-2024
Ling	Stephanie	Certified	2023-2024
Little	Carolyn	Certified	2023-2024
Long	Tamara	Certified	2023-2024
Mack	Loretta	Certified	2023-2024
Maclin	Valerie	Certified	2023-2024
Malbrough	Velvet	Certified	2023-2024
Maxwell	Randall	Certified	2023-2024
Menendez	Dannette	Certified	2023-2024
Moore	Ariane	Certified	2023-2024
Murdoch	Michael	Certified	2023-2024
Nelson	Kareem	Certified	2023-2024
Pace-White	Marilyn	Certified	2023-2024
Pharis	Melanie	Certified	2023-2024
Phillips	Nicholas	Certified	2023-2024
Popillion	Charisma	Certified	2023-2024
Powers	Angele	Certified	2023-2024
Randle-Filer	Shyulanda	Certified	2023-2024
Reynolds	Monica	Certified	2023-2024
Rice	Calvin	Certified	2023-2024
Saveat-Easley	Jada	Certified	2023-2024
Saveat	Rodney	Certified	2023-2024
Segarst- Porter	Shermadiea	Certified	2023-2024
Shaffer	Denise	Certified	2023-2024
Smith	Steven	Certified	2023-2024
Smoak	Kathryn	Certified	2023-2024
Stewart	Murrell	Certified	2023-2024
Tatmon	Mellow	Certified	2023-2024
Taylor	Belinda	Certified	2023-2024
Taylor	Daniel	Certified	2023-2024
Threats	Lori	Certified	2023-2024
Tripplett	Cheryl	Certified	2023-2024
Valdez	Diana	Certified	2023-2024
Valrie	Yolander	Certified	2023-2024
Whitfield	Petula	Certified	2023-2024
Will	Sheree	Certified	2023-2024



Board Exhibit Cover Sheet

Meeting Date: August 17, 2023

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

Agenda Item Title: Review of CDA (LOCAL) Other Revenues - Investments

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: Board Policy CDA(LEGAL) Other Revenues – Investments, states that:

The Board shall review its investment policy and investment strategies not less than annually. The Board shall adopt a written instrument stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

Recommendation: Approve the annual review of CDA (LOCAL).

Budget Impact* (if applicable):

Funding Source (if applicable):

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

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

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

Cheryl Hernandez

Cabinet Level Presenter's Signature

8/9/2023

Date

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

Date

General Counsel's Signature

Date

Investment Authority

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved
Investment
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

Collateralization

Collateralization shall be required on two types of investments: certificates of deposit and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level for repurchase agreements shall be 102 percent of market value of principle and accrued interest. Certificates of deposit may only be purchased from the current depository and are collateralized under that agreement.

The District has chosen to limit collateral to those items that are listed as approved investment instruments. The District reserves the right to refuse any collateral it considers unacceptable. Collateral shall always be held by an independent third party with whom the District has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) shall be supplied to the District and retained. The District grants the right of collateral substitution, with prior notice and consent of the District.

Safety

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

**Investment
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and
Maturity**

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market
Prices**

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

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

**Monitoring Rating
Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds / Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

Operating Funds

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Custodial Funds

Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Debt Service Funds

Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.

**Capital Project
Funds**

Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.

**Safekeeping and
Custody**

The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.

**Sellers of
Investments**

Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC), and be in good standing with the Financial Industry Regulatory Authority (FINRA).

**Soliciting Bids for
CDs**

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

Interest Rate Risk

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.

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

Internal Controls

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

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

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

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.



Board Exhibit Cover Sheet

Meeting Date: August 17, 2023

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

Agenda Item Title: Award recommended vendors for Licensed Specialist in School Psychology Services
(RFP #24.04)

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Richelle Brooks

Executive Summary: A Request for Proposals was issued for Licensed Specialist in School Psychology Services. The scope of work is to evaluate the academic and psychological needs of students and consulting to teachers and BISD staff as needed. The contract has three optional one-year renewals not to exceed four years including renewals. A total of 10 responses were received.

Recommendation: Award the 3 recommended vendors for RFP #24.04 shown on the attached list.

Budget Impact* (if applicable): Estimated \$273,000

Funding Source (if applicable): General Fund
IDEA-Part B

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

8/9/2023
Date

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

Date

General Counsel's Signature

Date

**REQUEST FOR PROPOSAL AND EVALUATION TABULATION
 BEAUMONT INDEPENDENT SCHOOL DISTRICT
 RFP 24.04 – LICENSED SPECIALIST IN SCHOOL PSYCHOLOGY (LSSP) SERVICES**

**PROPOSAL EVALUATION TABULATION
 PROPOSAL OPENING JULY 11, 2023 @ 3:30PM**

<u>OFFEROR'S COMPANY NAME</u>	<u>RESPONSIVE</u>	<u>TOTAL POINTS SCORED</u> (possible 300)
Candor Consulting	Y	72
ProCare Therapy	Y	147
Healthpro Pediatrics	Y	61
AMN Healthcare	Y	158
E-Therapy	Y	15
Ed Theory	Y	139
Maxim Healthcare (recommended)	Y	203
Stepping Stones Group LLC (recommended)	Y	294
National Recruiting Consultants	Y	86
Specialized Assessments (recommended)	Y	295

The following criteria was used by the District for evaluation and recommendation for the award of the contract:

1. The price proposal
2. Project experience & reputation
3. Quality of vendor's goods & services
4. Extent to which the goods and services meet the district's needs
5. Impact on the ability of BISD o comply with laws and rules relating to HUBS
6. Vendor's past relationship with the district
7. Total long-term cost to the district to acquire vendor's goods & services
8. For a contract for goods & services – whether the vendor or vendor's parent company
 (a) has its principle place of business in TX; or (b) employs at least 500 persons in TX

BISD Evaluators:
 Richelle Brooks
 Phyllis Thibodeaux
 Datchel Crockett



Board Exhibit Cover Sheet

Meeting Date: August 17, 2023

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

Agenda Item Title: Consider approval of an increase in the rate of pay for Game Workers for the 2023-2024 school year

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

Additional Presenter(s): Dr. Ronald Jackson, Director Athletics

Executive Summary: BISD Athletic department is required to have capable and reliable individuals available to support and assist with all athletic events that occur at District facilities. These Game Workers are responsible for managing ticket sales and retrievals, gate passes, time clocks, and other duties associated with athletic events throughout the school year. To ensure the District has the necessary personnel in place to effectively carry out these duties, Administration is requesting a \$10.00 per game increase be added to the compensation plan for the 2023-2024 school year.

Recommendation: Approve an increase in the rate of pay for Game Workers by \$10 per game for the 2023-2024 school year

Budget Impact* (if applicable):

Funding Source (if applicable): General Fund

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

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

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

Derwin Samuels, Jr.
Cabinet Level Presenter's Signature

8/9/2023
Date

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

8/9/2023
Date

General Counsel's Signature

Date



Board Exhibit Cover Sheet

Meeting Date: August 17, 2023

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

Agenda Item Title: Approve Delegation of Contractual Authority to the Superintendent for Agreement to Purchase Attendance Credits from TEA

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary Board action is required to delegate contractual authority to obligate the school district under Texas Education Code (TEC) 11.1511(c)(4) to the superintendent, solely for the purpose of obligating the district under TEC, 48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 49.006. This includes approval of the *Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding)*.

Recommendation: Approve Delegation of Contractual Authority to the Superintendent for Agreement to Purchase Attendance Credits from TEA

Budget Impact* (if applicable):

Funding Source (if applicable):

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

8/9/2023
Date

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

Date

General Counsel's Signature

Date



Board Exhibit Cover Sheet

Meeting Date: August 17, 2023

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

Agenda Item Title: Approve Resolution Designating Nonbusiness Days for Purposes of Public Information Act

Cabinet Level Presenter(s): Shannon Allen

Executive Summary: The 88th Legislature passed House Bill 3033 effective September 1, 2023, adding section 552.0031, which creates a definition of business days for purposes of complying with timelines promulgated by the Texas Public Information Act. BISD's 2023-2024 calendar includes days of closure or limited staffing that are not identified in the definition of business days under amended Texas Government Code section 552.0031. As permitted by HB 3033, the administration requests the Board approve the Resolution to designate the following days as nonbusiness days, in addition to those designated by statute. The designation will allow staff members to work according to the BISD calendar while also ensuring adequate time to comply with the timelines required by the Public Information Act.

Designated Nonbusiness Days (Limited to PIA):
December 29, 2023, January 2-4, 2024, March 11-13, 2024, July 1-3, 2024

Recommendation: Approve Resolution Designating Nonbusiness Days for Purposes of the Public Information Act

Budget Impact* (if applicable): If not approved, assignment of additional duty days will be necessary to process public information during period of closure.

Policy Reference (if applicable, list policy/regulation): Board Policy Manual, Policy GB, GBA, GBAA

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

Shannon Allen

Cabinet Signature

08/10/2023

Date

**RESOLUTION OF THE BOARD OF TRUSTEES
OF THE BEAUMONT INDEPENDENT SCHOOL DISTRICT
REGARDING DESIGNATION OF NONBUSINESS DAYS FOR PURPOSES OF THE
PUBLIC INFORMATION ACT FOR THE 2023-2024 SCHOOL YEAR**

WHEREAS, the Beaumont Independent School District (“the District” or “BISD”) is a governmental entity subject to Texas Government Code Chapter 552, the Texas Public Information Act;

WHEREAS, the 88th Legislature passed House Bill 3033 effective September 1, 2023, adding Section 552.0031, which creates a definition of business days for purposes of complying with timelines promulgated by the Texas Public Information Act;

WHEREAS Section 552.0031 defines nonbusiness days as “a Saturday or Sunday; a national holiday under Section 662.003(a); a state holiday under Section 662.003(b); an optional holiday under Section 662.003(c) . . . if the officer for public information of the governmental body observes the optional holiday; the Friday before or Monday after a [state or federal holiday] if the holiday occurs on a Saturday or Sunday and the governmental body observes the holiday on that Friday or Monday.”

WHEREAS, Section 552.0031 also provides, “a governmental body may designate a day on which the governmental body’s administrative offices are closed or operating with minimum staffing as a nonbusiness day. The designation of a nonbusiness day for an independent school district must be made by the board of trustees . . . A governmental body may designate not more than 10 nonbusiness days under this subsection each calendar year.”

WHEREAS, BISD’s 2023-2024 calendar includes days of closure or limited staffing that are not identified in the definition of nonbusiness days under amended Texas Government Code Section 552.0031.

WHEREAS, BISD requires the designation of additional days of closure as nonbusiness days in order to permit staff to work in accordance with their assigned schedule and the BISD calendar;

NOW THEREFORE, be it resolved that:

(1) In additional to all Saturdays and Sundays, for the 2023-2024 school year (August 1, 2023-July 31, 2024), the Board of Trustees of the Beaumont Independent School District designates the follow days as nonbusiness days for purposes of compliance with timelines adopted in the Texas Public Information Act, Texas Government Code Chapter 552:

- a. National Holidays (TGC 662.003(a))
 - i. September 4, 2023
 - ii. November 23, 2023
 - iii. December 25, 2023
 - iv. January 1, 2024
 - v. January 15, 2024
 - vi. February 19, 2024
 - vii. May 27, 2024
 - viii. July 4, 2024

- b. State Holidays (TGC 662.003(b))
 - i. November 24, 2023
 - ii. December 26, 2023
 - iii. January 19, 2023
 - iv. June 19, 2023

- c. Friday/Monday Holiday Observation (TGC 552.0031(e))
 - i. December 22, 2023

- d. Optional Holiday Observed by PIA Officer (TGC 662.003(c)/552.0031(c))
 - i. March 29, 2023

- e. Board Designated Nonbusiness Days (TGC 552.0031(f))
 - i. December 29, 2023
 - ii. January 2, 2024
 - iii. January 3, 2024
 - iv. January 4, 2024
 - v. March 11, 2024
 - vi. March 12, 2024
 - vii. March 13, 2024
 - viii. July 1, 2024
 - ix. July 2, 2024
 - x. July 3, 2024

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Beaumont Independent School District during a Regular Board Meeting on August 17, 2023. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: _____ Nays: _____ Abstentions: _____

President, Beaumont ISD Board of Trustees

Secretary, Beaumont ISD Board of Trustees



Board Exhibit Cover Sheet

Meeting Date: August 17, 2023

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

Agenda Item Title: Approve Interlocal Cooperation Agreement to Provide Meals between Beaumont ISD and the Responsive Education dba Ignite Community School - Beaumont

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Mary Ellen Vivrett

Executive Summary: Beaumont ISD works in collaboration with neighboring school and governmental entities. Responsive Education - Ignite Community School, a public charter school, does not have the necessary facilities to provide its students with appropriate meals. The proposed interlocal cooperation agreement provides for BISD Child Nutrition Department to assist Responsive Education - Ignite Community School with meal service. BISD is not subsidizing Responsive Education – Ignite Community School’s meal service, and the school will pay Beaumont ISD for the child nutrition services provided.

Recommendation: Approve Interlocal Cooperation Agreement to Provide Meals between Beaumont ISD and the Responsive Education - dba Ignite Community School - Beaumont.

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

8/10/2023
Date

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

Date

General Counsel's Signature

Date

INTERLOCAL COOPERATION AGREEMENT TO PROVIDE MEALS
Between Beaumont ISD and Responsive Ed dba "Ignite Community School - Beaumont"

Meal Provider: Beaumont ISD 3395 Harrison Avenue, Beaumont, TX 77706
Receiving Sponsor: Responsive Ed dba Ignite Community School - Beaumont 10255 Eastex Freeway # 100, Beaumont, TX 77708

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this agreement is made on July 12, 2023 between Beaumont Independent School District (BISD), a Texas Independent School District, and Responsive Ed Texas, d/b/a "Ignite Community School - Beaumont", a Texas Open-Enrollment Charter School, and is created for the purpose of providing:

Lunch under the National School Lunch Program.

It is hereby agreed that:

A. Statement of Work

BISD will provide meals to Ignite Community School - Beaumont that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the National School Lunch Program. Ignite Community School - Beaumont will be responsible for claiming reimbursement from the appropriate State agency for all meals served to children enrolled in Ignite Community School - Beaumont.

Both BISD and Ignite Community School - Beaumont will comply with all applicable Federal, State and local statutes and regulations with regard to the preparation and consumption of meals which meet the National School Lunch Program meal program requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by BISD and Ignite Community School - Beaumont relating to the agreement will be open to inspection by applicable Federal, State, and local authorities in accordance with applicable statutes and regulations.

Additional details on BISD operating procedures can be found in Beaumont ISD Board Policy.

A.1. Meal Ordering and Meal Components

- a. The number of meals prepared by BISD will be determined by the quantity ordered by Ignite Community School - Beaumont. Ignite Community School - Beaumont will notify BISD, by communicating with Beaumont ISD Homer Elementary Café Manager the quantity needed for two weeks at a time, no later than two weeks prior to the next week of service. Should the contact person change, BISD will notify Ignite Community School - Beaumont in writing. Failure to timely provide notice may result in BISD being unable to supply meals or an increase in the rate of meals provided. Meal counts will be provided to Ignite Community School - Beaumont staff at the Homer Elementary pickup location, in writing, on a calendar to confirm pickup totals.
- b. BISD will provide the following in sufficient quantity for the number of meals ordered:
 - Entrees
 - Sides, including fruit will be provided
 - Milk – White Milk (1% and Fat Free) Chocolate Milk (Fat Free)
 - Serving utensils (prepackaged with napkin)
 - Paper boats for meal service
 - Styrofoam trays for meal service
 - Condiments as designed with the meal
- c. **Field Trips:** BISD will provide Ignite Community School - Beaumont with sack/boxed lunches for field trips when requested at the standard order time with a minimum of a two week notice. Ignite Community School - Beaumont will be responsible for the proper cold storage of these items until served.

- d. **Offer vs. Serve:** BISD will provide lunch meals following Offer vs. Serve (OVS), a system designed to reduce waste and give students greater flexibility and choice. Ignite Community School - Beaumont will monitor lunch fruit and vegetable quantities to ensure there is enough fruit and vegetables for all students who wish to partake, while reducing the amount of unnecessary waste and/or leftovers. Fruits and vegetables provided during lunch service are intended to be consumed during the specified meal and shall not be used for other programs and activities.
- e. **Special Scheduling:** Special scheduling for meal pick-up will require two weeks advance notice. Fees may apply.
- f. **Pricing and Fees:** Refer to Section C - Meal Price and associated assumptions and Section D – Fees.

A.2. Pick-up and Service of Meals

- a. Ignite Community School - Beaumont will pick-up meals from the preparation site. Pick-up times will be arranged in writing in advance. Ignite Community School - Beaumont will be responsible for pick-up and storage of the supplies.
- b. Ignite Community School - Beaumont will provide all personnel necessary to pick-up, serve, and supervise the consumption of meals.
- c. Ignite Community School - Beaumont will check the order upon pick-up and will notify BISD of an issue at that time, in order to provide adequate time to remedy the issue.

A.3. Care of Meals

- a. BISD will be responsible for the condition and care of meals until Ignite Community School - Beaumont picks up the goods and, thereafter, Ignite Community School - Beaumont will be responsible for maintaining the proper temperature of the meal components until they are consumed.
- b. Ignite Community School - Beaumont will be responsible for providing refrigeration units and hot holding units to hold meals at food safe temperatures.

A.4. Holidays

BISD will not provide food service on the days BISD is closed pursuant to BISD's calendar and subject to amendment. The current SY 23 - 24 BISD calendar is enclosed and marked Exhibit B. Should the calendar be amended, BISD will notify Ignite Community School - Beaumont in writing.

Should Ignite Community School - Beaumont use intersession days built into their calendar or make any changes to their SY 23 - 24 calendar, Ignite Community School - Beaumont will provide BISD with thirty (30) days' written notice to ensure adequate time for planning and production.

A.5. Monthly Menu Planning

- a. No later than one (1) week prior to the end of each month, BISD will provide to Ignite Community School - Beaumont a monthly menu describing the meals to be served for the following month. BISD will provide menu documentation no later than one (1) week in advance of service upon written request. This will include:
 - Monthly Menu Portion Detail to demonstrate compliance with Meal Patterns: National School Lunch Program.
 - Carbohydrate Report to assist parents and staff in ordering for students with diabetes.
 - Allergen Report tracking the eight commonly recognized allergen components {wheat, dairy, eggs, soy, shellfish, fish, peanuts, tree nuts) as defined by the Food Allergen labeling and Consumer Protection Act of 2004 (FALCPA) to assist staff in ordering for special meal accommodations.
- b. Menu changes or substitutions may be required due to unforeseen circumstances; in the event a substitution is required, BISD will communicate the need in writing.

- c. Students with special dietary needs must have on file a signed statement by a provider with prescriptive authority (M.D., D.O., N.P. - C, P.A. - C). BISD can provide a dairy-free meal alternative, soy-free meal alternative, and is capable of modifying texture. BISD is not capable of providing items outside of those we source (i.e. nutritional supplements), or changing the nutritional profile of individual menu items. These types of accommodations must be addressed at the school level, by Ignite Community School - Beaumont.

A.6. Records and Audit

- a. Ignite Community School - Beaumont will conduct their own free and reduced-price application process as indicated, including the distribution, review, approval, and verification of applications for the sites belonging to Ignite Community School - Beaumont. All applications and eligibility requirements will be handled at the site by Ignite Community School - Beaumont. Ignite Community School - Beaumont is responsible for all point of service meal counts and completion of all documents required by the applicable Child Nutrition Program, including making claims for reimbursements.
- b. BISD will maintain all necessary records on the nutritional components and quantities of the meals picked up by Ignite Community School - Beaumont and will make said records available for inspection by Ignite Community School - Beaumont and/or State and Federal authorities upon written request. BISD will retain records relating to this Agreement for the time period provided for by the applicable records retention schedule.
- c. BISD will provide to Ignite Community School - Beaumont document requisition support in the event of an audit by the State Department of Education, or local governing entity for reimbursable Child Nutrition Programs, including Administrative Review circumstances. Ignite Community School - Beaumont shall be responsible for notifying BISD, in writing, within three (3) business days of receiving any information from a State Agency of an audit, technical assistance or other action. Ignite Community School - Beaumont shall be responsible for forwarding the complete written notification from the governing entity so that BISD is positioned to best support the requisition request and tailor the support to exactly what is required. Typical document requisition in a formal audit includes support with menus, production records, recipes, labels and product formulation statements.

A.7. Licenses and Permits

- a. BISD will prepare meals at a site that maintains the appropriate state and local health certifications for the facility and will maintain certification at all times.
- b. Ignite Community School - Beaumont shall have state or local health certifications as required for each of their school sites and shall maintain certification for the duration of the Agreement.

B. Agreement Period

This agreement will begin August 14, 2023 and will end May 30, 2024, unless terminated as provided herein. Any extension of this Agreement shall be subject to the terms and conditions specified herein. This Agreement may be extended by written mutual consent of the parties, contingent upon approval of BISD's Board of Trustees, as may be required.

C. Meal Price

BISD will charge Ignite Community School - Beaumont the following:

Meal	# of Full Serving Days	Average Minimum # Meals per Day	Price per Meal
Lunch	180	160	\$4.75

C.1 Assumptions

- a. Menu patterns follow the National School Lunch Program for grades K-5.

- b. There shall be no competitive food and beverage sales during the meal service times for lunch or snack. Competitive foods are defined as all foods not provided by BISD during the assigned meal period for the duration of the contract. Six (6) competitive waiver days are allowed per SY. However, Ignite Community School - Beaumont shall notify BISD in advance of any decrease in meals pursuant to Section D.4. Suspended service shall result in damages paid to BISD in the amount equal to the average minimum number of meals per day multiplied by the number of days of suspended service multiplied by the price per meal affected.
- c. Ignite Community Service and its representatives, including, but not limited to, principals, teachers, and staff, shall fully cooperate with BISD in the implementation of this Agreement.
- d. Legislation, regulations, and reimbursement rates that create changes in the nonprofit food service will be observed. Any modification to this Agreement will be noticed in writing.
- e. Changes to meal components and quantities required by the National School Lunch Act or the National School Lunch Program shall result in an appropriate adjustment.
- f. BISD meals are not intended or labeled for retail sale.

C.2 Economic Price Adjustment and Price Negotiation

At the end of each term, the contract may be renewed in which the meal price will be adjusted, at a maximum, no more than 50% of the Consumer Price Index for all Urban Consumers for Food Away from Home.

D. Fees

D.1. Calendar Management

- a. Ignite Community School - Beaumont shall provide BISD with a calendar for the school year no later than ten (10) days prior to the beginning of service. Failure of Ignite Community School - Beaumont to provide BISD with the calendar ten (10) days prior to the beginning of service will result in a \$250 rush fee. At a minimum, the calendar shall provide the following:
 - Field trip days
 - Early release days
 - Testing days
 - Days in which meal participation is expected to be less than 50% of the norm
 - Days in which meals will not be ordered and the reason
 - A calendar for waiver/free food days when lunch service may not be needed
- b. Ignite Community School - Beaumont shall notify BISD of additional events not captured on the initial calendar in which mealtimes or normal operations may be affected for the following month. For example, Ignite Community School - Beaumont shall notify BISD by September 1 for events occurring in October.

D.2. New Order Placement after Deadline

- a. New orders placed after the stated deadline will be charged the following:
 - First time orders placed after the deadline will not incur an additional charge.
 - Late order placements occurring the second and third time will incur a \$50 charge.
 - Late order placements occurring on/after the fourth incident will incur a \$100 charge.
- b. As a valued partner, BISD will do its best to accommodate the request. All late orders are subject to product availability. BISD may provide an appropriate alternative meal if the requested meal is not available.

D.3. Order Increase

- a. Order increases made after the stated deadline will be charged the full applicable meal price listed in Section C plus an additional \$50.
- b. BISD will do its best to accommodate the request. Order increases are subject to product availability.

D.4. Order Cancellation or Decrease

Because our food is prepared fresh daily, BISD reserves the right to charge either a portion or the full price per meal for any order cancellations or decreases.

- a. BISD understands that extenuating circumstances may occur in which Ignite Community School - Beaumont shall have a need to decrease the number of meals ordered. BISD will partner with Ignite Community School - Beaumont to accommodate order decreases that occur after the stated deadline in which meals are not needed within 48 hours. The order decrease shall not exceed 25% of the original order.

Order decreases occurring on/after the fourth incident will incur the full applicable meal price listed in Section C.

- b. For cancellations and decreases that occur after the stated deadline, and within 48 hours of when meals are to be delivered:
 - First, second, and third time order cancellations and decreases will be charged 50% of the applicable meal price listed in Section C.
 - Fourth time order cancellations and decreases will be charged the full applicable meal price listed in Section C.

D.5. Convenience Fee

BISD reserves the right to charge a convenience fee of up to 10% per meal for changes after the stated deadline that affect operations, but do not result in an increase or decrease in the number of meals originally ordered. An example of this may be changing regular lunch meals ordered to field trip lunches.

D.6. Supplies

As stated in Section A, BISD will provide the necessary utensils, napkins, paper supplies and condiments in sufficient quantity for the number of meals ordered. Any depletion of supplies outside the meal program will be charged to Ignite Community School - Beaumont at full case value.

E. Payment Terms

BISD will issue itemized invoices for the full cost of the lunch plus any additional items ordered, including, but not limited to, snack items, additional utensils, supplies, etc., and any other applicable fees. Ignite Community School - Beaumont shall submit payment to BISD as required by BISD on the submitted invoice within thirty (30) days of receipt of a BISD invoice.

BISD reserves the right to charge up to a seven (7) percent interest rate (compounded monthly) on any balance left unpaid on an invoice. No food service account funds shall be used for payment of interest or late fees. Failure to pay an invoice is considered a material breach of this agreement.

Should Ignite Community School - Beaumont receive meals that are spoiled or unwholesome at the time of pick-up, do not meet the specifications, or do not otherwise meet the requirement of the Agreement, Ignite Community School - Beaumont should notify BISD in writing, specifying the number of meals effected, no later than twenty-four hours after the date the meal was received. Ignite Community School - Beaumont shall keep evidence of food items for inspection by BISD. Should BISD find that the meals were spoiled or unwholesome at the time of pick-up, did not meet specifications, or did not otherwise meet the requirements of the Agreement; the price of those meals will be deducted from Ignite Community School - Beaumont's invoice.

The parties agree and acknowledge that each party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying party.

F. Hold Harmless

To the extent permitted by law, each party will hold the other party, its trustees, employees, and agents harmless from and against all liability, loss, expense, or reasonable claims for injury or damages arising out of the performance of this Agreement to the extent that the claim arises from the negligence, willful act, breach of contract, or violation of law by a party, its officers, employees, or agents.

G. Limitation of Liability

In the event either party incurs any expenses, damages or other liabilities in connection with the performance or non-performance of any term or provision hereof, such party's liability to the other party shall not exceed the payments actually paid to BISD over the previous twelve months. In no event will either party be liable for any special, incidental, consequential or indirect damages or damages for lost profits arising in any way out of this Agreement, however caused and on any theory of liability. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the failure of essential purpose of any remedies available to either party.

H. Immunity

Nothing in this Agreement shall be construed as a waiver or relinquishment of any government immunities or defenses on behalf of BISD or Ignite Community School - Beaumont or its officers, trustees, employees, and agents as a result of the execution of this Agreement or performance of the functions or obligations described herein under federal or Texas laws.

I. Insurance

Ignite Community School - Beaumont will keep and maintain commercial general liability insurance in an amount no less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate. If requested, Ignite Community School - Beaumont will provide BISD with proof evidencing insurance in the amount and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to BISD.

BISD will keep and maintain commercial general liability insurance in an amount no less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for any liability resulting from incidents of improper product preparation or contamination and will provide Ignite Community School - Beaumont with a certificate, upon written request.

J. Termination

1. Either party may terminate this agreement for cause:
 - a. Upon fifteen (15) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or
 - b. Immediately if either party becomes insolvent or becomes the subject of any other proceeding, receivership, liquidation or assignment for the benefit of creditors.
2. Either party may terminate this agreement for convenience at any time by giving sixty (60) days written notification to the other party, setting forth the reason and the effective date of termination. Upon such termination, Ignite Community School - Beaumont and BISD shall make settlement of all amounts due hereunder as follows.
3. The following shall occur upon termination, whether by cause or convenience:
 - a. BISD shall be paid according to the invoice issued to Ignite Community School - Beaumont for all meals and services provided through the effective termination date of service.
 - b. Ignite Community School - Beaumont shall pay BISD all outstanding balances, not in dispute, within fifteen (15) days of the effective date of termination.
 - c. For payments in dispute, Ignite Community School - Beaumont and BISD shall determine on a case-by-case basis the most equitable solution to both parties.

- d. The total sum to be paid to BISD shall not exceed the total agreement price plus settlement costs, reduced by the amount of payments otherwise made, and the agreement price of work not terminated.
- e. Ignite Community School - Beaumont will return all equipment owned by BISD immediately upon termination of service.

K. Force Majeure

Neither BISD nor Ignite Community School - Beaumont shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this Agreement, "force majeure" means acts of God; acts of the public enemy; acts of a governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes, freight embargoes, or illegality.

If any of the above causes an inability for BISD to provide meals, Ignite Community School - Beaumont will not be responsible for the cost of unsupplied meals. However, BISD may suggest an alternative meal solution in which case, Ignite Community School - Beaumont shall be fully responsible for payment of the alternate meal solution unless otherwise noted. Ignite Community School - Beaumont shall also be fully responsible for meals received but damaged by any of the above causes.

L. Severability

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

M. Survival of Certain Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement and the exhibits and/or attachments here to which may require continued performance, compliance, or effect beyond the termination or expiration date of the Agreement shall survive such termination or expiration date and shall be enforceable as provided herein.

N. Modification and Amendment

This agreement is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both parties in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.

O. Cooperation of the Parties

BISD and Ignite Community School - Beaumont agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this Agreement. In connection herewith, the parties shall meet to resolve problems associated with this Agreement. Neither party will unreasonably withhold its approval of any act or request of the other to which the party's approval is necessary or desirable.

Any material changes to contract requests will require a formal contract revision or addendum and prices will be adjusted accordingly.

P. Assignment

Neither this Agreement nor any duties or obligations under it shall be assignable by BISD without the prior written acknowledgment and authorization of Ignite Community School - Beaumont, not to be unreasonably withheld.

Q. Governing Law

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

R. Section Headings

The section headings or titles are for convenience only and shall have no substantive effect in the interpretation of the agreement.

S. No Third-Party Beneficiaries

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

T. No Waiver

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

U. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

V. Entire Agreement

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

W. Authorization

Each party acknowledges that the governing body of each party to this Agreement has authorized and approved this Agreement.

X. Relationship of the Parties

It is the intention of the parties that Ignite Community School - Beaumont is independent of BISD and not an employee, agent, joint venturer, or partner of BISD and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer, or partner, between BISD and Ignite Community School - Beaumont or BISD and any of Ignite Community School - Beaumont's representatives. Ignite Community School - Beaumont is solely responsible for the supervision, daily direction and control, and payment, payment of salary (including withholding of income taxes and any other required withholdings), insurance, worker's compensation, and like requirements of Ignite Community School - Beaumont employees, agents, volunteers, and representatives.

The parties hereto are fully authorized and have executed this agreement:

Name and Title of BISD Official	Telephone Number
Signature of BISD Official	Date
Name and Title of Ignite Community School - Beaumont Official	Telephone Number
Signature of Ignite Community School - Beaumont Official	Date

Attached Exhibits:

- A. Inclement Weather Policy
- B. BISD Calendar

 Melissa Summarsell Director of
 Child Nutrition ResponsiveEd Texas

 Approved as to
 Form Lindsey
 Gordon General
 Counsel

EXHIBIT A: INCLEMENT WEATHER POLICY

BISD's operational contingency for the occurrence of weather-related delays and cancellations are outlined below.

A. Inclement Situations

1. Forecasts Calling for Next Day Inclement Weather

Ignite Community School - Beaumont must contact the BISD's designated contact via telephone or email (in non-urgent cases) to report possible weather interruptions.

Ignite Community School - Beaumont Initiating Weather Closure Process- BISD will offer to refund the cost of the meals ordered *if canceled by 5AM the day of service*.

2. Local Announcement that School(s) will Remain Closed for Consecutive Days

Ignite Community School - Beaumont must contact BISD each day of closure by 9 AM to determine plans for the following day and to discuss the upcoming menus for when classes resume. The same weather-related order cancellation and refund policy above (Section A1) applies. Menus are subject to change.

B. Communication to School Administrators

To best serve students' needs, all communication to BISD regarding cancellation of planned meal services must be made in email or writing to the designated BISD contact. BISD team will work with Ignite Community School - Beaumont closely to ensure coordinated pick-up in these circumstances.

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

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

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

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

SCHOOL HOURS

Bingman 8:10 a.m. - 3:30 p.m.
 Homer Dr..... 7:45 a.m. - 4:00 p.m.
 Pietzsch-MacArthur 8:00 a.m. - 3:30 p.m.
 Elementary 8:00 a.m. - 3:30 p.m.
 Middle..... 8:45 a.m. - 4:15 p.m.
 High School..... 7:15 a.m. - 2:45 p.m.
 ECHS..... 7:15 a.m. - 2:45 p.m.
 Pathways 7:20 a.m. - 2:35 p.m.
 Brown 7:35 a.m. - 2:55 p.m.
 Brown Extended Hours..... M-Th 3:45 p.m. - 7:15 p.m.
 Career & Tech. Ed. Center 7:20 a.m. - 2:20 p.m.
 Third Future Schools
 (Fehl-Price, Jones Clark, Smith) .. 8:00 a.m. - 4:00 p.m.

Beaumont ISD
Administration Building
 3395 Harrison Avenue
 Beaumont, Texas 77706
 (409) 617-5000 • Fax (409) 617-5184
 bmtisd.com

GRADING PERIODS

1st grading period – Aug. 9 - Oct. 12
 2nd grading period – Oct. 18 - Dec. 20
 3rd grading period – Jan. 9 - March 7
 4th grading period – March 18 - May 24

GOALS NIGHT

High School - August 29
 Middle School - August 30
 Elementary - September 6

GRADUATION DATES

May 18, 2024

KEY

- First/Last Day of School
- Staff Development or Teacher Work Days
- Teacher Work Day
- End of Grading Period
- Half Day/Early Release
- Staff/Student Holiday
- New Teacher Orientation
- Summer School Session

BOARD APPROVED 12-22
 REVISED 7-11-23



Board Exhibit Cover Sheet

Meeting Date: August 17, 2023

Agenda Item/Exhibit Number: **II.E.11.**

Agenda Item Title: Approve Increase in Staff Lunch Meal Price

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Mary Ellen Vivrett

Executive Summary: Based on the USDA reimbursement rates for the National School Lunch Program, the meal for staff must meet or exceed the USDA reimbursement rate for student lunches. An increase of \$0.30 per lunch meal for staff is required. The new staff lunch price will be \$4.80.

Recommendation: Approve the increase in staff lunch meal price.

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

8/9/2023
Date

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

Date

General Counsel's Signature

Date



Board Exhibit Cover Sheet

Meeting Date: August 17, 2023

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

Agenda Item Title: Consider approval of an increase in the rate of pay for all Head Start Aides for the 2023-2024 school year

Cabinet Level Presenter(s): Derwin Samuels, Jr., Executive Director of Human Resources
Additional Presenter(s): Carolyn Little, Principal, Bingman Head Start

Executive Summary:

The Consolidated Appropriations Act of 2023 authorized an increase in funding levels for programs under the Head Start Act. One of the investments noted as a priority under this funding is a Cost of Living Adjustment (COLA). This COLA will provide an increase in compensation for positions that have fail to remain competitive in the marketplace. This increase will aid in the recruitment and retention of qualified staff that can provide high-quality services to our children and families. Administration is requesting the following:

- Increase the base salary by 3% of the pay grade midpoint for all Head Start Aides, Head Start Nurse Aides and Head Start Community Aides

Recommendation: Approve an increase of the base salary by 3% of the pay grade midpoint for all Head Start Aides, Head Start Nurse Aides and Head Start Community Aides for the 2023-2024 school year

Budget Impact* (if applicable):

Funding Source (if applicable): Head Start Fund

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

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

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

Derwin Samuels, Jr.
Cabinet Level Presenter's Signature

8/10/2023
Date

Christine...
ed if there is a budget impact)

8/10/2023
Date

General Counsel's Signature

Date



Board Exhibit Cover Sheet

Meeting Date: August 17, 2023

Agenda Item/Exhibit Number: **11.E.13**


Agenda Item Title: Approve Resolution regarding Declaration of Good Cause Exception for House Bill 3 Armed Security Officer Requirement

Cabinet Level Presenter(s): Shannon Allen

Executive Summary: The 88th Legislature passed House Bill 3 effective September 1, 2023, adding Section 37.0814 to require the Board of Trustees of each school district determine the appropriate number of armed security officers for each campus, with a minimum of one-armed security officer at each campus during the school day. The section also provides the Board the authority to assert a good cause exception to the requirement if the District is unable to comply due to financial or personnel constraints. BISD is currently working towards assignment of an armed security officer at each campus; however, due to lack of qualified personnel the District is intermittently unable to assign an armed security officer to each campus during the entirety of the instructional day. This resolution declares a good cause exception as required by TEC 37.0814 and grants authority to the District to develop an alternative plan. The alternative plan is and will remain confidential in order to preserve the security and safety of our campuses; nevertheless, BISD has and will continue to have armed security at the majority of our campuses in designated intervals until appropriate personnel can be secured.

Recommendation: Approve Resolution regarding Declaration of Good Cause Exception for House Bill 3 Armed Security Officer Requirement

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

Cabinet Signature 

Date **08/10/2023**

**RESOLUTION REGARDING DECLARATION OF GOOD CAUSE EXCEPTION FOR
HOUSE BILL 3 ARMED SECURITY OFFICER REQUIREMENT**

WHEREAS, the 88th Legislature passed House Bill 3 effective September 1, 2023, adding Section 37.0814 to require the Board of Trustees of each school district determine the appropriate number of armed security officers for each campus;

WHEREAS, Section 37.0814(a) of the Texas Education Code requires the Board ensure that at least one armed security officer is present during school hours at each district campus;

WHEREAS, Section 37.0814(b) of the Texas Education Code requires that at least one armed security officer at each campus be a school district peace officer; a school resource officer; or a commissioned peace officer employed as security personnel under Section 37.081;

WHEREAS, Section 37.0814(c) of the Texas Education Code provides that if the Board of Trustees is unable to comply with this section, the Board may claim a good cause exception if the noncompliance is due to the availability of funding or qualified personnel;

NOW THEREFORE, be it resolved that the Board of Trustees determines that the District's intermittent noncompliance is due to lack of available qualified personnel.

BE IT FURTHER RESOLVED, that the Board of Trustees, having claimed a good cause exception will develop and document an alternative standard with which the District is able to consistently comply in accordance with Sections 37.0814(d) and (e) of the Texas Education Code. The alternative plan will remain confidential, to the extent permitted by law, in order to promote the safety and security of district campuses.

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Beaumont Independent School District during a Regular Board Meeting on August 17, 2023. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: _____ Nays: _____ Abstentions: _____

President, Beaumont ISD Board of Trustees

Secretary, Beaumont ISD Board of Trustees

Explanations of August Budget Amendments

General Fund GF-2

- Transfer \$30,000 from instructional general supplies to instructional leadership general supplies for curriculum services supplies – Curriculum (801).
- Increase Transportation budget \$500,000 to repair air conditioners on buses that are no longer under warranty.
- Increase for purchase orders carried forward from FY 2022-23 for items not yet received or services performed on projects in progress:
 - (Function 11) Information Services - \$1,587
 - (Function 23) Beaumont United HS - \$40,591
 - (Function 23) West Brook HS - \$49,291
 - (Function 36) Fine Arts - \$9,107
 - (Function 53) Information Services - \$277,583

SR-3

- Fund 205 Head-Start- Funds Reallocated for Miscellaneous Contracted Services.

SR-4

- Fund 211 Title I Part A - Reallocating funds to Cover CIS payments at each campus.
Purchasing Math, Reading & Handwriting Workbooks, for campuses.
Technology equipment needed at Odom Campus.
Reallocating funds for campus in-service.

SR-5

- Fund 211.599 Title I 1003 School Improvement- Reallocating funds to cover Contractor cost for training for Beaumont United as aligned with campus TIP.

SR-6

- Fund 255 Title II – Reallocating fund to purchase Amplify student testing program.
Reallocate funds to purchase courseware for BECHS.

SR-7

- Fund 263 Title III- Reallocate funds to purchase BIL/ESL student materials & supplies that are needed.

2023-2024 BUDGET AMENDMENT NUMBER GF-2

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Expenditures</u>			
199.11.6399.49.801.11.000	137,200	(30,000)	107,200
199.21.6399.49.801.99.000	8,000	30,000	38,000
199.34.6249.61.920.99.000	225,497	500,000	725,497
199.11.6499.79.818.99.000	7,600	1,587	9,187
199.23.639X.04.014.30.000	42,191	40,591	82,782
199.23.639X.04.008.30.000	49,950	49,291	99,241
199.36.6249.42.849.99.000	6,000	9,107	15,107
199.53.6219.79.818.99.000	63,000	33,800	96,800
199.53.6649.XX.999.99.000	-	120,000	120,000
199.53.6299.79.818.99.000	10,000	29,357	39,357
199.53.6319.79.818.99.000	40,000	5,600	45,600
199.53.6395.79.818.99.000	600,000	43,272	643,272
199.53.6639.79.818.99.000	50,000	45,554	95,554
 Total Expenditures		<u>878,159</u>	
 Net Change in the General Fund Budget		<u>(878,159)</u>	

2022-2023 BUDGET CHANGE

Total Revenues/Other Sources	172,137,722		172,137,722
Total Expenditures	<u>177,235,026</u>	<u>878,159</u>	<u>178,113,185</u>
 2022-2023 Adjusted	(5,097,304)	(878,159)	(5,975,463)

2023-2024 BUDGET AMENDMENT NUMBER SR-3

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Plant Maintenance</u>			
205.51.6299.00.132.32.000	10,752	2,570	13,322
<u>Data Processing Services</u>			
205.53.6299.00.132.32.000	8,300	(1,700)	6,600
<u>Community Services</u>			
205.61.6499.00.132.32.000	1,501	(870)	2,371
 Total Expenditures		<u>-</u>	
		<u>-</u>	
 Net (Increase) HEADSTART			
<hr/> <hr/>			
2023-2024 BUDGET CHANGE			
Total Revenues/Other Sources	3,535,265	-	3,535,265
Total Expenditures	<u>3,535,265</u>	-	<u>3,535,265</u>
 2023-2024 Adjusted	-	-	-

2023-2024 BUDGET AMENDMENT NUMBER SR-4

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Instruction</u>			
211.11.6399.00.105.30.000	55,380	2,800	58,180
211.11.6399.00.830.30.CFD	187,650	(162,350)	25,300
211.11.6399.00.014.30.000	192,588	(120,000)	72,588
211.11.6395.00.047.30.000	161,304	7,195	168,499
<u>Curriculum Development</u>			
211.13.6411.00.047.30.000	10,000	(7,195)	2,805
211.13.6411.00.014.30.000	30,000	(3,500)	26,500
211.13.6239.00.105.30.000	1,500	(1,500)	-
211.13.6411.00.105.30.000	2,200	(1,300)	900
<u>Instructional Leadership</u>			
211.21.6299.00.014.30.000	3,500	3,500	-
<u>Social Work Services</u>			
211.32.6299.00.830.30.CFD	287,962	(287,962)	-
<u>Community Services</u>			
211.61.6299.00.830.30.000	-	570,312	570,312
Total Expenditures		<u>-</u>	
		<u>-</u>	
Net (Increase) Title I Part A			
<hr/>			
2023-2024 BUDGET CHANGE			
Total Revenues/Other Sources	9,178,747	-	9,178,747
Total Expenditures	<u>9,178,747</u>	-	<u>9,178,747</u>
2023-2024 Adjusted	-	-	-

2023-2024 BUDGET AMENDMENT NUMBER SR-5

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Instruction</u>			
211.11.6395.00.014.30.599	55,380	(13,000)	42,380
211.11.6118.00.014.30.599	12,611	(9,500)	3,111
<u>Instructional Leadership</u>			
211.21.6299.00.014.30.599	22,500	22,500	-
 Total Expenditures		<u>-</u>	
		<u>-</u>	
Net (Increase) Title I 1003 School Improvement		<u><u>-</u></u>	
2023-2024 BUDGET CHANGE			
Total Revenues/Other Sources	172,000	-	172,000
Total Expenditures	<u>172,000</u>	-	<u>172,000</u>
 2023-2024 Adjusted	-	-	-

2023-2024 BUDGET AMENDMENT NUMBER SR-6

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Instruction</u>			
255.11.6399.00.854.24.211	15,000	112,000	127,000
<u>Community Services</u>			
255.13.6395.00.854.24.211	84,009	(31,000)	53,009
255.13.6399.00.854.24.211	100,000	(81,000)	19,000
Total Expenditures		<u>-</u>	
		<u>-</u>	
Net (Increase) TITLE II PART A			
<hr/>			
2023-2024 BUDGET CHANGE			
Total Revenues/Other Sources	1,664,389	-	1,664,389
Total Expenditures	<u>1,664,389</u>	-	<u>1,664,389</u>
2023-2024 Adjusted	-	-	-

2023-2024 BUDGET AMENDMENT NUMBER SR-7

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Instruction</u>			
263.11.6399.00.809.25.000	137,031	27,455	164,486
263.11.6399.00.867.25.000	1,035	(1,035)	-
<u>Community Services</u>			
263.61.6411.00.809.25.000	450	(245)	205
263.61.6499.00.809.25.000	425	(75)	350
263.61.6119.00.809.25.000	74,980	(26,100)	48,880
Total Expenditures		<u>-</u>	
		<u>-</u>	
Net (Increase) TITLE III PART A			
<hr/> <hr/>			
2023-2024 BUDGET CHANGE			
Total Revenues/Other Sources	264,280	-	264,280
Total Expenditures	<u>264,280</u>	-	<u>264,280</u>
2023-2024 Adjusted	-	-	-



Board Exhibit Cover Sheet

Meeting Date: August 17, 2023

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

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

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Allen Devault, Toni McPherson, Jenny Angelo, Richelle Brooks

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

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

Budget Impact* (if applicable): General Fund: \$1,497,937.82
Federal Funds: \$137,032.53
Capital Projects: \$470,250.00

Funding Source (if applicable): General Fund, Federal Funds, Capital Projects

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

8/10/2023
Date

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

Date

General Counsel's Signature

Date



General Fund

Region V	Curriculum	Juvenile Justice Alternative Education Program/Jefferson County Youth Academy.	Interlocal	\$161,860.00
Commercial Filtration Medias Inc.	Maintenance & Operations	HVAC air filter maintenance program for all sites.	Region 5 20230504	Not to Exceed \$168,000.00
A-1 Maida Fence	Maintenance & Operations	Security gate for West Brook HS.	RFP 22.11	\$162,997.00
Republic Services	Maintenance & Operations	Waste management and roll off dumpster services.	RFP 21.18	\$225,000.00
Crisis Prevention Institute	Student Support Services	Crisis Prevention training for staff.	Region 19 23-7449	\$64,541.06
Eduphoria	Information Technology	Annual subscription renewal for instructing, learning, and assessment software.	TIPS 220105	\$58,389.76
Hughes Technology	Student Support Services	Annual subscription renewal for SmartData Dashboard.	Region 5 20220703	\$83,150.00
Howard Technology Solutions	Information Technology	Annual subscription renewal for Microsoft Office 365 software.	Buyboard 661-22	\$74,000.00
Rush Truck Centers	Transportation	AC Repairs for Buses	BuyBoard 601-19	Not to Exceed \$500,000.00
Total				\$ 1,497,937.82



Federal Funds

Carnegie Learning	Curriculum (282)	Onsite math curriculum coaching for campus and district educators.	Region 19 23-7458	\$85,800.00
Frontline	Special Education (224)	Subscription renewal for eStar v5 software for IEP processing.	Sole Source	\$51,232.53
Total				\$ 137,032.53



Capital Projects

Texas Sports & Civil Engineering	Maintenance & Operations (650)	Correction to funding source. Originally approved at July 2023 Board meeting as General Fund.	TEC 2254	Estimated \$160,000.00
Hellas Construction	Maintenance & Operations (650)	Correction to funding source. Originally approved at July 2023 Board meeting as General Fund.	TIPS JOC 23020102	\$310,250.00
Total				\$470,250.00

**Region 5 Education Service Center
Jefferson County Juvenile Justice Alternative Education Program
2023-2024**

SERVICE ABSTRACT

Juvenile Justice Alternative Education Program

Jefferson County Youth Academy

Costs at sign-up are projected fees.

This is a Juvenile Justice Alternative Education Program under TEC 37.011. Region 5 ESC serves as the fiscal agent and instructional program monitor. Our field service agent coordinates and assists with this program. The following assistance will be provided:

- Oversee instructional program
- Hire and evaluate instructional staff
- Assist with coordination of services between district and county entities
- Schedule governance board meetings

ESC Contact: Marianne Kondo, 409-951-1839 or mkondo@esc5.net

Contract Options

09/01/2023 - 08/31/2024
<u>Sign up for JJAEP</u>
Option Total: \$161,860.00

Beaumont ISD desires to participate in Region 5 Education Service Center's Contract.

Name of Contact Person: Marcia Williams , Phone Number 490-617-5001

Marcia Williams
Signature of Superintendent Assistant

05/23/2023
Date

Dr. Byron Terrier
Signature of Executive Director

05/23/2023
Date

CFMI Inc.
COMMERCIAL FILTRATION MEDIAS, INC.
P.O. BOX 2974 BEAUMONT, TEXAS 77704
PHONE 409-658-8043
Email: cfmi@gt.ir.com

July 24, 2023

Beaumont Independent School District
3395 Harrison
Beaumont, Texas 77706

Attn: Mr. Mark McCelland

Dear Mr. McCellan

Commercial Filtration Media Corporation Inc. (CFMI) is pleased to quote a comprehensive HVAC air filter maintenance program for the entire BISD District in Beaumont for a not to exceed price of \$168,000.00 from July 1, 2023 to June 31, 2024. **CFMI** is a Region Five Memeber **“HVAC Capitol Equipment, Supplies and/or Services #20230504.”**

After 18 years of Air Filter Mainternance service for **BISD**, **CFMI** has customized a program **“Monitor Inspect and Service” (MIS)** that is designed to improve indoor air quality, control air filter maintenance cost, and maintains equipment efficiency.

The **MIS** program changes filter on as needed basis for every filter serviced. **MIS** services the more heavy traffic areas in the district more frequently. Example: Fresh air units, gyms, kitchen/Cafeterias, large volume air handlers (AHU) -Odom, Vincent, Westbrook Fletcher MLK. And service the less active areas example: Libraries, Auditoriums, Administration areas less frequently. The newer facilities in the district require fewer changes because they are more efficient and up to date mechanically. Example: Caldwood, Feh/Price, Jones Clark, Martin Elementary etc.

The goal of **MIS** is to give the district best value for your Air Filter Maintenance. Instead of changing the filters whether they need them or not, which is a wasteful and counter productive practice.

CFMI will also do a visual inspection of equipment with every filter serviced and inform customer of problems that the units might have. Examples would be freezing units, loose belts, pan leaks, etc.

Sincerely Yours,

Jeffery Bourque
President
Commercial Filtration Medias, Inc.

A-1 Maida Fence Company

4790 Washington Blvd.
 Beaumont, TX 77707
 (409)861-1144
 (409)860-3841

Estimate

Date	Estimate #
7/12/2023	5746

Name / Address
Beaumont I.S.D 1650 Caldwell Beaumont, TX 77703

Ship To
Westbrook

P.O. No.	Rep
	JW

Item	Description	Total
New Construct	2000ft- 8ft 6 gauge black chain link 2- 50ft double cantilever gate 1- 35ft double swing gate 2- panic bar walk gates 2000ft install black slats in existing 6ft black chain link 3 inch terminal post 2 3/8 line post 1 5/8 top rail brace and truss	162,997.00

THANK YOU, Jason Wood	Subtotal	\$162,997.00
	Sales Tax (0.0%)	\$0.00
	Total	\$162,997.00



Quote #: CPUSSO-0014745

Date: 8/9/2023 12:27 PM

Quote Is Valid For 60 Days From Date Of Quote

Quote Eligible for Beaumont Independent School District

BILL TO
Accounts Payable
3395 Harrison Ave,
Beaumont, TX 77706-5009, USA

SHIP TO
3395 Harrison Ave,
Beaumont, TX 77706-5009, USA

CONTACT US
Phone: 1.800.558.8976
Email: info@crisisprevention.com
Federal ID#: 39-2012874

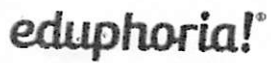
Table with 4 columns: QUANTITY, PRODUCT, UNIT PRICE, EXTENDED PRICE. Rows include VI Blended Learning Online Course & Workbook, VI Blended Learning Online Course, and VI Workbook.

If you would like to order the merchandise quoted, please contact our office at 1.800.558.8976 and reference the Quote # shown at the top right.

Summary table with 2 columns: Description, Amount. Rows include Subtotal (\$64,541.06), Discount (\$0.00), Tax (\$0.00), Shipping, and Total (\$64,541.06).

Tax exempt organizations, we must have your tax exempt certificate on file.

Cancellation and return policies can be found at:
https://www.crisisprevention.com/Special-Pages/Important-Registration-Information



Quote for Beaumont ISD

Remit Payments To
Eduphoria Incorporated
P.O. Box 671277
Dallas, Texas 75267-1277

Date 4/17/2023
Quote # 11742
Expires 9/30/2023
Account Manager Morgan, Hillory
License Start Date 9/30/2023
License End Date 9/29/2024

Bill To
Beaumont ISD
3395 Harrison Avenue
Beaumont TX 77706
United States

Description	Quantity	Units	Rate	Total Amount
Eduphoria Subscription	1			
Eduphoria Suite Subscription	22	Campus	2,654.08	58,389.76

Total \$58,389.76

Notes
TIPS #220105

*If your district is purchasing from a specific Co-op, this Co-op also needs to be listed on the Purchase Order.

Representative Contact
Phone: 972-535-5570
Fax: 214-291-5255
Email: billing@eduphoria.net

Services are valid for one (1) year from the date of purchase, pursuant to State and Federal regulations.



HughesTM
TECHNOLOGY

Proposal/Quote For:

Beaumont ISD

4315 Concord

Beaumont, TX 77703



SmartDataTM
DASHBOARD



FOR MORE INFORMATION, PLEASE CONTACT

Harvey Hughes | Harvey@HughesEducation.net | 870.404.6933

SmartData Dashboard Proposal School District Wide License and Implementation

Pricing for Standard Software Platform		
Product Licensing		\$83,150.00*
Professional Service Fee		Included
Platform Professional Development Training		Included
Results Driven Accountability (RDA)		Included
*August 1, 2023 - December 31, 2023	Grand Total:	\$83,150.00

Product Description

Districtwide At-Risk Assessment and Gap Analysis

Districtwide Assessment, Gap Analysis for Student Achievement and Results Driven Accountability (RDA) Management and Corrective Action Plan.

Early Warning System and Early Intervention System

Automated System that offers effective tools to quickly identify the growing At-Risk Student population and Management System of formal interventions using the Multi-Tiered Support System (MTSS) model.

Intervention Tracking System

The Intervention Tracking System's intuitive interface guides your team members through the process of providing services to your struggling learners by managing the entire process from early identification to referral to appropriate placement to provision of services.

Results-Driven Accountability System (RDA)

Tracking the impact of Discipline and Accountability on Special Education populations for Disproportionality and Discrimination.

License Agreement

Please accept this commitment to purchase the above products and services. We understand that upon signature of this August 1, 2023 - December 31, 2023 License Agreement by the designated agent, the district will be immediately licensed to Hughes Technology's products known as Smart Data Dashboard and entitled to the services available under the terms of this License Agreement.

We, the undersigned, respectfully submit this August 1, 2023 - December 31, 2023 License Agreement for your acceptance and attest that we are a designated agent for Beaumont ISD on this _____ day of _____, 2023.

By _____ (Beaumont ISD)

Hughes Technology accepts this License Agreement on this _____ day of _____, 2023.

by _____ (Hughes Technology, LLC)

Phone: 1.888.912.3151
 Fax: 1.601.399.5077
 Online: www.howardcomputers.com



Howard Computers
 P.O. Box 1588
 Laurel, MS 39441

Online Quotation

Quote No:	SF1 1312634.00	Quote Date:	July 18, 2023
Customer Name:	Toni Mcpherson	Phone Number:	409-617-5041
Company Name:	Beaumont ISD	Fax Number:	4096175202
Quote Name:	Office 365 Subscription Renewal		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	MICROSOFT Office 365 A3-SUB-1Y MPN: 5151123	20000	\$0.00	\$0.00
2:	MICROSOFT O365 A3--FAC 1YR MPN: 5171934	2000	\$37.00	\$74,000.00
Sub-Total:				\$74,000.00
Shipping & Handling :				Included
Taxes:				Tax Exempt
Total for Item 1:				\$74,000.00

This quote will expire August 17, 2023.
 To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$74,000.00
Shipping & Handling :	Included
Taxes:	Tax Exempt
Total:	\$74,000.00

Notes:

Pricing and availability subject to change without notice. Packaging, Shipping, and Handling fees are not included unless specifically stated. Prices and lease payments do not include applicable taxes. Ship dates are approximations and are not guarantees. Quick ship items not available in Alaska, Hawaii, or outside the United States. Specific state laws may affect shipment of products.

Any order for kiosks must be canceled prior to 21 days from the scheduled date of shipment to avoid incurring a 50% cancellation fee. Any cancellation made within that 21-day window will automatically incur a charge equivalent to 50% of the total kiosk order being canceled.

Howard reserves the right to charge a 25% restocking fee for cancellation of a purchase order after Howard has commenced fulfillment of the order. Howard may, with notice, cancel any purchase order at any time without any liability to the Purchaser. Howard reserves the right to charge the Purchaser full purchase price for delaying shipment of a purchase order for an extended period of time which then results in the cancellation of said order.

Given the current uncertainties related to international trade, Howard hereby reserves the right to unilaterally revise the prices quoted herein in the event its manufacturing or procurement costs for such goods increase due to the imposition by the United



RUSH TRUCK CENTER, BEAUMONT
 6975 S MAJOR DR
 BEAUMONT TX US 77705-7209
 409-812-2100

QUOTE DATE	
08/08/2023 02:27:11 PM	
INVOICE NUMBER	
CUSTOMER NO.	BRANCH
109015	1039
PAGE:1 of 1	

*** www.rushtruckcenters.com ***

PARTS QUOTE

SOLD TO:
 BEAUMONT ISD
 3395 HARRISON AVE
 BEAUMONT TX 77706-5098

SHIP TO:
 BEAUMONT ISD
 3395 HARRISON AVE
 BEAUMONT TX 77706-5098

**** To Be Delivered ****

ANY WARRANTIES ON THE PRODUCT SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER REASON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION OF THE SALE OF SAID PRODUCTS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL. NO REFUNDS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE. ALL SUMS OWING BY THE CUSTOMER ARE DUE AND PAYABLE AT THE STREET ADDRESS SET FORTH ABOVE. I REPRESENT THAT I AM THE CUSTOMER OR AM ACTING AS A DULY AUTHORIZED AGENT OF AND HAVE AUTHORITY TO BIND THE CUSTOMER. CUSTOMER PROMISES TO PAY THE AMOUNT SHOWN HEREON, TOGETHER WITH OTHER CHARGES DUE, IF ANY, IN ACCORDANCE WITH THE CUSTOMER'S CHANGE AGREEMENT WITH YOU.

CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR							
AC REPAIR	40862227	409-617-5000	3158/115465							
SO	SALES	PART NUMBER	DESCRIPTION	CORE	SPCL ORD/ BACKORD	UNIT	UOM	EXTENSION	BIN	LOC
ITEM#	QTY							RATE		

10	1	AC REPAIR FOR 83 BUSES			**BIL**	500000.00	EA	500000.00		
----	---	------------------------	--	--	---------	-----------	----	-----------	--	--

 Interstate Billing Svc #: R618426

REMIT TO:
 INTERSTATE BILLING SERVICE INC
 P.O. BOX 2208
 DECATUR AL 35609

SUBTOTAL	500000.00
SALES TAX	
DOWNPAYMENT	
BALANCE DUE	500000.00

BUY BOARD 601-19
 Quote is valid thru 08/23/23

Authorization; Charges. I represent that I am the purchaser, or am acting as a duly authorized agent of and have authority to bind the purchasing ("customer"). Quotations on parts and labor are current and subject to change. I understand that you will have a lien on the purchased part and on the Vehicle to which it is attached in the event I fail to pay the parts charges when due. I understand that all charges are due and payable by me at the Rush truck center location indicated above.

Disclaimer of Warranties; Returns/Refunds. ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE RUSH TRUCK CENTER OR RUSH TRUCK LEASING FACILITY LISTED ABOVE ("DEALER") HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PRODUCTS OR SERVICES SOLD HEREBY. DEALER NEITHER ASSUMES FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCT OR SERVICES. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS DOCUMENT. NO REFUNDS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE. CORE PARTS MUST BE RETURNED IN THEIR ORIGINAL BOX. PART RETURNS MAY BE SUBJECT TO A RESTOCKING FEE.

Miscellaneous. Replaced parts will not be returned to CUSTOMER unless requested in writing by CUSTOMER at the time of repair. I agree that you are not responsible for loss or damage to (i) my Vehicle, (ii) articles left in the Vehicle or (iii) trailers (and cargo contained in trailers), whether such trailers are attached to or detached from the Vehicle, in case of fire, theft or any other cause beyond your control. I agree you are not responsible for any delays in repairs or any downtime, including without limitation delays or downtime caused by the unavailability of parts or delays in parts shipments by the supplier or transporter. Should there be a need for you to move or test drive my vehicle I hereby grant you and/or your employees permission to operate the Vehicle on streets, highways or elsewhere for the purpose of testing, inspection and/or delivery.

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)
500000.00	EXEMPT/TX		500000.00

Customer or Customer's Agent X _____

PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH. ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH.	TERMS PARTS QUOTE Net 10 days
--	--

QUOTE ANALYSIS FORM

Form version 7.23.2019



INSTRUCTIONS FOR COMPLETION:

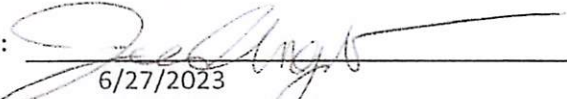
- 1) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
- 2) All awards should be made to the vendor whose proposal offers the "best value" to Beaumont ISD.
- 3) Awards based on "best value" may consider various factors, including but not limited to:
 - (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:	Carnegie Learning	Quote Total:	\$ 85,800.00
Summary:	Providing 16 days of onsite, job embedded coaching and 9 days of onsite custom training with follow up meetings and support for both campuses and district level educators.		
Vendor Name:	Region 13 ESC	Quote Total:	\$ 13,600.00
Summary:	Provides online coaching for teachers.		
Vendor Name:	Region 5 ESC	Quote Total:	\$ 48,000.00
Summary:	Provides in person training at Region 5 on Carnegie math program lesson internalization.		

Vendor Selected: Carnegie Learning

Selection Justification: Carengie Learning is the best choice as they can support the Carnegie Math curriculum we are implementing this school year. Their coaching and training will be customized for our teachers and district support staff. The ESC offerings are more generic and would not meet our needs.

Name of Person Completing this Form: Jenny Angelo

Signature: 
 Date: 6/27/2023

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



501 Grant St, STE 1075
 Pittsburgh, PA, 15219
 (888) 851-7094
 Send Payment to: PO Box 6001, Hermitage, PA 16148-1001

QUOTE NO: Q-40027

DATE: 3/30/2023
 EXPIRES ON: 8/31/2023

CONTACT INFORMATION		
Beaumont Ind School District 3395 Harrison Ave. Beaumont, TX, 77706	Jenny Angelo Chief Academic Officer 4096175000 jangelo@bmtisd.com	Bradley Luster bluster@carnegielearning.com

ITEM	DESCRIPTION	TERM	UNITS	NET TOTAL
PL Onsite Consulting, Coaching, & Support Math (PL)	Onsite, Job-Embedded In-Classroom Support, Coaching, Consulting, or Partnership Meeting per day 4 days total for each of the 4 MS campuses (to be delivered in 2 day "sets")		16	\$48,000.00
Inclusive of Travel				
PL Onsite Custom Workshop Math (PL)	Onsite Custom Workshop, per day (includes materials), up to 25 participants per facilitator 2 Quarterly Planning Days (4 per grade level) used to preview topics and lessons for teachers		9	\$37,800.00
Inclusive of Travel				

SUBTOTAL:	\$85,800.00
SHIPPING AND HANDLING:	\$0.00
STATE SALES TAX:	\$0.00
TOTAL:	\$85,800.00

Beaumont Ind School District
 3395 HARRISON AVE
 BEAUMONT TX 77706-5098

Start Date: 7/1/2023
Due Date: 7/31/2023

PAYMENT INFORMATION
Please send checks to:

 Frontline Technologies Group LLC
 PO Box 780577
 Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

 Bank Name: Wells Fargo, N.A.
 Account Name: Frontline Technologies Group LLC
 ABA/Routing #: 121000248
 Account #: 4121566533
 Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.

You can find a copy of our W9 at <http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf>.

Qty	Description	Start	End	End User	Rate	Amount
1	IEP - eStar v5, unlimited usage for internal employees	7/1/2023	6/30/2024	9015991 Beaumont Independent School District	\$51,232.53	\$51,232.53

Your timely payment is important to maintain a continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. Therefore, we are unable to address questions based on PO#. If information is needed about your PO#, please contact your organization's financial department.

SUBTOTAL \$51,232.53

TOTAL DUE \$51,232.53
by 7/31/2023



Board Exhibit Cover Sheet

Meeting Date: August 17, 2023

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

Agenda Item Title: Award Recommended Vendor for Staffing and School Redesign Consulting (RFP #24.06)

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Anetra Cheatham

Executive Summary: A Request for Proposals was issued for Staffing and School Redesign. The scope of work includes consulting services to assist with re-design/co-design support for three (3) district campuses. The goal is to help each campus reach more students with excellent teachers by analyzing current leadership and teacher roles and drafting a campus design. The contract has an optional one-year renewal. One response was received.

Recommendation: Award Public Impact for RFP #24.06 and approve the first-year contract amount of \$115,250.

Budget Impact* (if applicable): \$115,250.

Funding Source (if applicable): General Fund

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

8/9/2023
Date

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

Date

General Counsel's Signature

Date

EXHIBIT A

PROPOSAL FORM

**IDENTIFICATION OF OFFEROR
AND ACCEPTANCE OF TERMS**

IMPORTANT: A proposal, to be valid, must be manually signed in ink by an authorized person in the space provided. By such signature, Offeror agrees to strictly abide by the terms, conditions, and specifications set out in the Request for Proposal.

1.1 TO: Beaumont Independent School District
Attn: Purchasing Department
3395 Harrison Avenue, Beaumont, TX 77706

1.2 SUBMITTED BY:
Public Impact, LLC

Address:
405A East Main Street, Carrboro, NC, 27510

Phone No.: 919-240-7955 Email: officemanager@publicimpact.com Date: 8/3/2023

Signature: Bryan Hassel

1.3 PROPOSAL – ANNUAL AMOUNT: (Amount in figures) Please specify per year, year 1, year 2, etc.

\$ Year 1 \$115,250

\$ Year 2 \$97,430

\$ _____

1.4 ADDENDA: Undersigned acknowledges receipt of Addenda:

(Nos. & Dates) Addendum 1, 8/3/23

1.4 OTHER: Please list (in detail) any and all additional fees not related to the amounts in section 1.3:



To: Anetra Cheatham and Lance Campbell, Beaumont ISD
From: Stephanie Dean, Public Impact
Date: August 1, 2023
Re: Opportunity Culture Focused Co-Design Support and Professional Learning

Overview

Public Impact proposes this scope of work to provide Beaumont Independent School District (BISD) technical assistance and professional learning to design and implement Opportunity Culture staffing models. This scope includes Focused Co-Design service, which gathers data and perspectives from BISD's education community to recommend designs that maximize student learning outcomes. Public Impact's work in this area is informed by 60 Opportunity Culture sites across the nation. District leaders and schools will benefit from tools and lessons learned from years of experience, helping BISD best design and utilize Opportunity Culture roles and staffing structures within its unique context.

Objectives

Opportunity Culture design achieves two major goals of school improvement: construct staffing and schedules to reach all students with excellent teachers and transform the teaching profession into a high-pay, high-impact career that attracts, retains, develops, and maximizes the influence of strong teaching talent.

Five principles form the core of Opportunity Culture design work:

1. Reach more students with excellent teachers and their teams.
2. Pay teachers more for extending their reach.
3. Fund pay within existing budgets.
4. Provide protected in-school time and clarity about how to use it for planning, collaboration, and development.
5. Match authority and accountability to each person's responsibilities.

Public Impact evaluates the strength of each site's resulting Opportunity Culture design in terms of alignment with the [District Implementation Review](#) and [School Implementation Review](#). These rubrics are grounded in a decade of data and experience working with Opportunity Culture schools.

To achieve these goals, Public Impact will advise BISD and participating schools to:

- Understand Opportunity Culture concepts and processes,
- Establish district-level parameters for Opportunity Culture teacher leader roles,
- Establish school-level plans for using Opportunity Culture roles to improve student learning and school culture,
- Support teachers and principals to implement these new and unique roles, and
- Prepare district leaders to assess implementation and identify possible improvements.

The set of activities described below will help BISD ensure school leaders and their learning communities capitalize on the potential of teacher leadership and develop plans that will be sustained by existing budgets. At the end of this consulting engagement, three schools in BISD will be implementing Opportunity Culture staffing plans and the district will have the necessary structures in place to allow additional schools to establish Opportunity Culture plans.

Opportunity Culture Focused Co-Design Support

Public Impact’s default delivery mode is virtual, with exceptions noted that are key points of contact for relationship building and contextual understanding. Please note that Public Impact will not travel for client work when the CDC COVID-19 Community Level designation is “High” in the travel destination. Throughout our engagement, Public Impact will schedule additional communication touchpoints as needed to with the primary district leader to share information, schedule meetings, and ensure that participants are prepared to engage.

Listening Phase

Deliverable	Detail	Approximate Timing
Project Launch	Online orientation of Opportunity Culture staffing design to ensure district and school leaders have baseline information needed to engage in focus groups and interviews.	October 2023
Landscape Analysis	Information gathered from the primary district contact, including teacher salaries and existing stipends, paraprofessional salary/ benefits, specialist salaries, principal salaries, number of each type of teacher leader and specialist currently at each school, and flexible funding amounts at each school.	October 2023
Learning Interviews	One-on-one interviews with cabinet-level leaders in the following role positions who have specialized knowledge of existing priorities and systems essential to inform design recommendations: superintendent, talent/human resources, transformation/innovation, finance, curriculum and instruction, and evaluation and accountability.	November 2023
Focus Groups: Year 1 (District and Schools)	1-hour focus groups to gather more contextual information about the interests and concerns of key leaders related to Opportunity Culture staffing design. <ul style="list-style-type: none"> Group 1: principal supervisors, teaching and learning team Group 2: principals from participating schools Group 3: teachers from participating schools Group 4: students/parents from participating schools 	November 2023

** Public Impact will attempt to hold all Learning Interviews and Focus Groups in person during a single trip. If that is not possible, any remaining Learning Interviews and Focus Groups will be held virtually.*

Design Recommendations and Finalizing

Deliverable	Detail	Approximate Timing
Draft District Design Report	The report will detail recommended district-level parameters, including roles, pay, staffing models, and accountability recommendations.	December 2023
District Customization Cycle	District staff engage in one customization cycle to determine final decisions. Public Impact captures final decisions in an updated report that the district can use in communication with leaders internally, board members, and other key audiences.	January 2024
Draft School Design Report	Opportunity Culture design recommendations for each campus includes a staffing plan, sustainability plan, and bell schedule to achieve the greatest possible reach and learning outcomes within the school’s context.	December 2023
School Customization Cycles	Each school team engages in one customization cycle to determine final decisions. Public Impact advises school	January 2024

	teams on initial implementation tasks (rollout pace, drafting schedules, budget sustainability).	
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Preparation to Launch

Deliverable	Detail	Approximate Timing
Behavioral Event Interview Training	District and school leaders will have access to this national, virtual session to learn an interview technique to select teacher leader candidates who display key competencies needed for success in their roles.	February 2024
Advisory Calls	Two advising sessions to help district leaders plan for multi-classroom leader selection and a strong first year of implementation.	March 2024

Implementation Support and Expansion

Deliverable	Detail	Approximate Timing
Quarterly Advising Calls	Check in calls to provide support and advice during the first year of Opportunity Culture implementation.	August 2024 November 2024 February 2025 May 2025
Feedback Round Materials	Access to feedback rounds material on the Opportunity Culture Portal plus orientation for effective use.	August 2024
Optimizing and Scaling Session	Implementing schools review Opportunity Culture survey data, feedback round data, and staffing design recommendations for the coming school year.	February 2025

Professional Learning for Opportunity Culture Educators

Public Impact’s professional learning is designed to help multi-classroom leader teams achieve a full extra year of student learning growth. The below professional learning sessions will be provided in a virtual format.

Selected Professional Learning

Session	Detail	Timing
National District Leader Capacity Building	3-day onboarding experience for district leaders new to supporting Opportunity Culture. Includes 8 credit hours through synchronous and asynchronous content plus guidance on purposeful observation of summer professional learning for those hired for Opportunity Culture roles.	June 2024
Introduction for New Opportunity Culture Educators	Site-specific session held prior to the national summer training series to provide all new hires with an overview of Opportunity Culture.	May/June 2024
Summer Professional Learning	3-day onboarding experience for new Opportunity Culture school leaders, multi-classroom leaders, and reach associates. Includes 15 credit hours through synchronous and asynchronous content.	June and July 2024
Preparation to Launch the School Year	Site-specific session after completion of the national summer training series helps participants reflect on their summer learning and make final preparations for school year implementation.	Aug/Sept 2024

Opportunity Culture School Excellence Portal

Throughout this process, Public Impact will use its Opportunity Culture School Excellence Portal to provide a virtual planning and communications platform for schools, districts, states, and supporting organizations. The portal supports essential design activities, allows for rapid, personalized feedback on implementation, eases the collection of data for analysis of outcomes, and helps educators receive curated information and resources.

Helps Facilitate the School and District Design Processes

- Maintain design team member lists at the district and school levels to allow streamlined communications.
- Organize and store design documents in a centralized location with tiered levels of access.
- Access and receive notification of the latest Opportunity Culture resources from Public Impact.

Mechanism of Support During Opportunity Culture Implementation

- Quickly monitor implementation across schools to identify shared challenges.
- Record rosters of OC roles and teams to collect and analyze progress monitoring data.
- Track strengths and weaknesses of implementation against the five Opportunity Culture principles; quickly and easily compare across schools and with other districts.
- Receive streamlined feedback from Public Impact, including updates and survey results.
- Receive periodic emails designed for educators that contain curated information and resources from Public Impact.

Estimated Cost

Below is Public Impact’s estimated annual cost of providing co-design assistance, implementation assistance, and professional learning.

Activities by School Year	Fee
SY 2023-24	
Staffing and School Re-Design Consulting	\$95,750
<ul style="list-style-type: none"> • Listening Phase and Design Recommendations Report (district and 3 schools) • Preparation to Launch activities • Access to Opportunity Culture School Excellence Portal 	
Training Sessions	\$19,500
<ul style="list-style-type: none"> • National district leader capacity building session (2 people) • Summer professional learning for <i>new</i> Opportunity Culture educators (18 people) 	
Implementation Support and Expansion (SY 2024-25)	
<ul style="list-style-type: none"> • Quarterly Advising Calls with district leaders • Optimizing and Scaling Session for implementing schools (3 schools) • Access to Opportunity Culture School Excellence Portal 	\$85,430
<ul style="list-style-type: none"> • Summer professional learning for <i>new</i> Opportunity Culture hires (12 people) 	\$12,000
TOTAL FEES	\$212,680

Estimated Timing of Activities

All timing is tentative pending scheduling with district leaders but listed here to illustrate anticipated sequencing.

SY 2023-24

	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July
Project Launch												
Landscape Analysis												
Learning Interviews												
Focus Groups: Year 1												
Draft District Design Report												
District Customization Cycle												
Draft School Design Report												
School Customization Cycles												
Beh. Event Interview Training												
Advisory Calls												
Recruit/Selection Support												
Summer Training Reg.												
Summer Training Preview												
Summer Prof. Learning												

SY 2024-25

	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July
Preparation to Launch												
Quarterly Advising Calls												
Feedback Round Materials												
Optimizing and Scaling												
Summer Training Reg.												
Summer Training Preview												
Summer Prof. Learning												

District and School Commitments

- Engagement in Design Process.** By signing this MOU, BISD commits to engaging in the above technical assistance from Public Impact to establish Opportunity Culture staffing plans that adhere to five design principles, as explained in more detail in the [District Implementation Review](#) document:
 - Reach more students with excellent teachers and their teams.
 - Pay teachers more for extending their reach.
 - Fund pay within regular budgets.
 - Provide protected in-school time and clarity about how to use it for planning, collaboration, and development.
 - Match authority and accountability to each person’s responsibilities.
- Terms of Use.** BISD will ensure terms of use are met to continue using the term “Opportunity Culture” to describe the resulting design. This requirement is meant to ensure the term “Opportunity Culture” describes district and school efforts that adhere to the five Opportunity Culture design principles. For more information, see [Terms of Use](#).

3. **School Participation.** BISD will assign or recruit the included number of schools to undertake design work in SY 2023-24.
4. **District and School Project Leadership.** BISD will assign a point person to serve as the Opportunity Culture district design leader. This individual will have enough time and authority to oversee the work and will be accountable for ensuring fidelity with the Opportunity Culture principles. The timeliness and accuracy of Public Impact's designs reports will be based on information the district and school leaders share with our team. It is the duty of the point person and participating school leaders to share documents and information when requested and to respond to emails promptly to facilitate scheduling and information exchange.
5. **School Budget Flexibility.** BISD will give schools flexibility, to the extent allowed by state policies, to reallocate funds within existing budgets to pay for their staffing plans, including the flexibility to reallocate funds from vacancies, position trades, and Title I.
6. **Data Sharing.** BISD will collaborate with Public Impact to gather data needed to monitor the initiative's success and complete required reporting to funder(s), including administering the annual Opportunity Culture survey to all staff in participating schools; gathering descriptive data (e.g., number of MCLs, number of team teachers, roster of staff in OC roles), and enabling analysis of student growth data to determine impact on student learning. Public Impact's data team will work with district leaders to establish any needed data sharing agreement.



Board Exhibit Cover Sheet

Meeting Date: August 17, 2023

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

Agenda Item Title: Consider approval of an increase in the rate of pay for Child Nutrition Department employees for the 2023-2024 school year

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

Additional Presenter(s): Cheryl Hernandez, Chief Financial Officer

Executive Summary:

The Child Nutrition Department is responsible for ensuring our students receive daily food items that meet mandated nutritional requirements. Child Nutrition Workers are responsible for receiving, preparing and serving quality food to students, for all meal services, in a quick and pleasant manner. Due to the expansion of responsibilities and our need to remain competitive in the marketplace, Administration is requesting the following pay increases:

- Increase the hourly rate for Food Service Workers who work on a campus by \$2.00/hour
- Increase the base salary by 3% of the pay grade midpoint for all other non-exempt Child Nutrition employees

Recommendation: Approve an increase in the hourly rate for all Food Service Workers by \$2.00 and increase the base salary by 3% of the paygrade midpoint for all other non-exempt Child Nutrition employees for the 2023-2024 school year

Budget Impact* (if applicable):

Funding Source (if applicable): Child Nutrition Fund

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

Reference (if applicable, list policy/regulation):

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

Derwin Samuels, Jr.
Cabinet Level Presenter's Signature

8/9/2023
Date

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

8/9/2023
Date

General Counsel's Signature

Date