

**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 15, 2024

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. Superintendent Evaluation Formative Data 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. 6:00 p.m. - PUBLIC HEARING
 - A. Proposed Budget & Tax Rate
 - B. Public Comments
- III. INTRODUCTION OF REGULAR MEETING
 - A. United States and Texas Flags Pledges of Allegiance
 - 1. RECOGNITIONS
 - B. STUDENT OUTCOMES
 - 1. Superintendent's Report
 - 2. Cabinet Report
 - a. Rezoning Update
 - C. PUBLIC COMMENTS
 - D. INFORMATION ITEMS
 - 1. Update on Personnel Activities
 - 2. Report for Tax Collections



Board Exhibit Cover Sheet

Meeting Date: August 15, 2024

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

Agenda Item Title: Report – Tax Collections

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: N/A

Recommendation: N/A

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

8/5/2024
Date

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

Date

General Counsel's Signature

Date

Tax Collection Report July 31, 2024

	Taxes Collected			
	7/31/24		7/31/23	
	M & O	I & S	M & O	I & S
Current	297,322.29	102,353.13	354,907.30	98,638.94
Delinquent	29,495.27	7,274.11	56,060.50	14,590.53
Penalties & Interest	91,593.88	27,703.32	78,411.41	20,851.77
Totals	418,411.44	137,330.56	489,379.21	134,081.24

	Current Taxes			
	Tax Levy	Collections for 07/31/2024	YTD Current Collections	Collected Percentage
	128,444,518.35	399,675.42	125,343,086.71	97.59%

Two Year Comparison	
Current Year as of 07/31/2024	Current Year as of 07/31/2023
97.59%	97.77%

AGENDA:
August 15, 2024

3. Report for General Fund Revenue and Expenditures



Board Exhibit Cover Sheet

Meeting Date: August 15, 2024

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

Agenda Item Title: Report – General Fund Summary

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: N/A

Recommendation:

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

8/5/2024
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, 2024

	Amended Budget	Month To Date	Year to Date Transactions	Outstanding Encumbrances	Balances
REVENUES					
Property Tax Collection (including delinquencies)	100,653,028	418,411	418,411	-	100,234,617
Sources of Misc Income (Foreign Trade Zone, Athletics...)	14,522,092	1,096,002	1,096,002	-	13,426,090
State Program Revenues	61,368,150	1,047,976	1,047,976	-	60,320,174
Federal Program Revenues	6,779,502	24,617	24,617	-	6,754,885
Other Financing Sources	130,000	359	359	-	129,641
Total Revenues	183,452,772	2,587,366	2,587,366	-	180,865,406
EXPENDITURES					
11 Classroom	94,511,268	2,198,844	2,198,844	190,895	92,121,529
12 Library	1,071,902	14,290	14,290	2,272	1,055,340
13 Staff Development	577,260	37,983	37,983	23,098	516,179
21 Asst Sups, Directors, Supervisors, Curriculum Coordinators	4,672,590	309,717	309,717	41,740	4,321,133
23 Principal, Asst. Principals, Office Clerical	9,685,979	481,924	481,924	43,837	9,160,218
31 Counselors	8,231,295	399,254	399,254	127,876	7,704,166
32 Social Workers	296,808	12,500	12,500	-	284,308
33 Nurses	2,117,016	36,458	36,458	56,586	2,023,973
34 Transportation	5,914,164	191,949	191,949	430,193	5,292,023
36 Extracurricular	5,559,495	242,667	242,667	480,412	4,836,416
41 Administration	7,197,180	668,769	668,769	319,937	6,208,474
51 Maintenance and Utilites	28,979,926	1,364,790	1,364,790	2,699,687	24,915,449
52 Police and Monitoring Services	3,817,070	236,142	236,142	1,180,809	2,400,119
53 Data Processing Personnel	3,352,361	197,302	197,302	797,103	2,357,956
61 Parent involmnet Liaisons, Day Car Workers	854,466	-	-	897	853,569
71 Debt Service	1,114,965	-	-	-	1,114,965
93 Fiscal Agent - Shared Service for Deaf Program	401,950	-	-	-	401,950
95 Juvenile Justice Alternative Ed Program	161,860	-	-	-	161,860
99 Other Intergovernmental Charges	5,159,413	-	-	-	5,159,413
Total Expenditures	183,676,968	6,392,588	6,392,588	6,395,341	170,889,039
Net increase (decrease)	(224,196)				

4. Report for Campus Activities Funds and Donations



Board Exhibit Cover Sheet

Meeting Date: August 15, 2024

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

Agenda Item Title: Report – Campus Activity Funds and Donations

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: N/A

Recommendation: N/A

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

8/15/2024
Date

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

General Counsel's Signature Date

**CAMPUS ACTIVITY FUND
EXPLANATION OF AMENDMENTS
JULY 2024**

West Brook High School	\$ 3,438.00
Explanation: Car Registrations, AP Exams, Library Fines, ID Fines, Program Ads, Chromebook Fees	
Beaumont United High School	\$ 66.00
Explanation: ID Fines, Chromebook Fees	
Smith Middle School	\$ -
Explanation:	
Marshall Middle School	\$ -
Explanation:	
Odom Academy	\$ 30.00
Explanation: Chromebook Fees	
Vincent Middle School	\$ -
Explanation:	
Amelia Elementary	\$ -
Explanation:	
Caldwood Elementary	\$ -
Explanation:	
Curtis Elementary	\$ -
Explanation:	
Fletcher Elementary	\$ -
Explanation:	
Guess Elementary	\$ 266.00
Explanation: Commissions/Vending Machines, Chromebook Fees	
Regina Howell Elementary	\$ -
Explanation:	
Homer Drive Elementary	\$ -
Explanation:	
Pietzsch Elementary	\$ -
Explanation:	
Dishman Elementary	\$ -
Explanation:	
Blanchette Elementary	\$ -
Explanation:	
Martin Elementary	\$ -
Explanation:	

**CAMPUS ACTIVITY FUND
EXPLANATION OF AMENDMENTS, CONTINUED
JULY 2024**

Phalen Leadership Academy (Jones-Clark ES)	\$	30.00
Explanation: Chromebook Fees		
Charlton-Pollard Elementary	\$	-
Explanation:		
Fehl Price Classical Academy	\$	-
Explanation:		
Bingman Pre-K Center	\$	-
Explanation:		
Pathways Learning Center	\$	50.00
Explanation: Chromebook Fees		
Career and Technical Center	\$	-
Explanation:		
Brown Center	\$	-
Explanation:		
Transportation Dept	\$	40.00
Explanation: Commissions/Vending Machines		
Maintenance Dept	\$	7.00
Explanation: Commissions/Vending Machines		
Administration Building	\$	19.00
Explanation: Commissions/Vending Machines		
Admin. Annex Building	\$	-
Explanation:		
Police Dept.	\$	-
Explanation:		
Early College H.S.	\$	150.00
Explanation: Chromebook Fees		
School for the Deaf (Deaf Ed.)	\$	-
Explanation:		
Fine Arts Department	\$	-
Explanation:		

**CAMPUS ACTIVITY FUNDS
BUDGET CHANGE REPORT - JULY 2024**

		<u>Original Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Revenues</u>				
Local Revenue - Other Sources	461.00.5749.00	315,000	4,096	319,096
<u>Expenditures</u>				
	<u>School Leadership</u>			
West Brook High School	461.XX.6499.00.008.00.000	93,887	3,438	97,325
Beaumont United High School	461.XX.6499.00.014.00.000	27,052	66	27,118
Smith Middle School	461.XX.6499.00.042.00.000	4,268	-	4,268
Marshall Middle School	461.XX.6499.00.046.00.000	9,536	-	9,536
Odom Academy	461.XX.6499.00.047.00.000	7,275	30	7,305
Vincent Middle School	461.XX.6499.00.048.00.000	6,674	-	6,674
Amelia Elementary	461.XX.6499.00.101.00.000	2,291	-	2,291
Caldwood Elementary	461.XX.6499.00.104.00.000	5,029	-	5,029
Curtis Elementary	461.XX.6499.00.105.00.000	58,344	-	58,344
Fletcher Elementary	461.XX.6499.00.110.00.000	15,968	-	15,968
Guess Elementary	461.XX.6499.00.112.00.000	3,899	266	4,165
Regina Howell Elementary	461.XX.6499.00.118.00.000	15,488	-	15,488
Homer Drive Elementary	461.XX.6499.00.123.00.000	1,397	-	1,397
Pietzsch Elementary	461.XX.6499.00.125.00.000	1,832	-	1,832
Dishman Elementary	461.XX.6499.00.126.00.000	579	-	579
Blanchette Elementary	461.XX.6499.00.127.00.000	4,523	-	4,523
Martin Elementary	461.XX.6499.00.128.00.000	1,144	-	1,144
Phalen Leadership Academy (Jones-Clark)	461.XX.6499.00.129.00.000	12,442	30	12,472
Charlton-Pollard Elementary	461.XX.6499.00.130.00.000	7,463	-	7,463
Fehl Price Classical Academy	461.XX.6499.00.131.00.000	1,742	-	1,742
Bingman Pre-K Center	461.XX.6499.00.132.00.000	3,603	-	3,603
Pathways Learning Center	461.XX.6499.00.006.00.000	-	50	50
Career and Technical Center	461.XX.6499.00.009.00.000	21,065	-	21,065
Brown Center	461.XX.6499.00.012.00.000	185	-	185
Transportation Dept	461.XX.6499.00.920.00.000	491	40	531
Maintenance Dept	461.XX.6499.00.819.00.000	655	7	662
SSA Deaf Program	461.XX.6499.00.838.00.000	51	-	51
Administration Building	461.XX.6499.00.842.00.000	2,915	19	2,934
Admin. Annex Building	461.XX.6499.00.843.00.000	214	-	214
Police Dept.	461.XX.6499.00.850.00.000	307	-	307
Early College H.S.	461.XX.6499.00.013.00.000	4,661	150	4,811
Fine Arts Department	461.XX.6499.00.849.00.000	20	-	20
	Total Expenditures	<u>315,000</u>	<u>4,096</u>	<u>319,096</u>
BUDGET CHANGE				
	Total Revenues	315,000	4,096	319,096
	Total Expenditures	<u>(315,000)</u>	<u>(4,096)</u>	<u>(319,096)</u>
	Adjusted Surplus	-	-	-

**DONATION REPORT - JULY 2024
MONETARY DONATIONS**

<u>Donor Name/Organization</u>	<u>Recipient</u>	<u>Account Number</u>	<u>Amount Given</u>
<i>No activity this month</i>			

Total Monetary Donations \$ -

**DONATION REPORT - JULY 2024
RECORD OF DONATED ITEMS**

<u>Donor Name/Organization</u>	<u>SAF Club/Department</u>	<u>Description of Items</u>	<u>Estimated Value</u>
The Walraven Company	Guess Elementary School	Dismissal Car Tags	1,687

5. Quarterly Investment Report



Board Exhibit Cover Sheet

Meeting Date: August 15, 2024

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

Agenda Item Title: Report – Quarterly Investment Report

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

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

Recommendation: N/A

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

8/5/2024
Date

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

Date

General Counsel's Signature

Date

**QUARTERLY INVESTMENT REPORT
FOR THE QUARTER ENDED MAY 31, 2024**

Investment Program

The legal requirements and local authority for investment of District funds are detailed in Board Policy CDA (Legal) and CDA (Local) as adopted by the Board of Managers. The investments utilized by Beaumont ISD for the Quarter Ended May 31, 2024 included TexPool and Lone Star and Investment Pools.

Investment Position at May 31, 2024

<u>Investment</u>	<u>Book Value</u>	<u>Market Value</u>
Lone Star Investment Pool	\$ 88,826,195.09	\$ 88,826,195.09
TexPool	4,454,438.41	4,454,438.41
Total	\$ 93,280,633.50	\$ 93,280,633.50

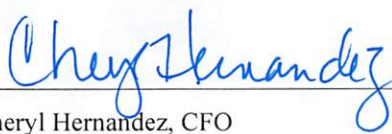
Investment Activity

A summary of activity is listed below:

<u>Investment</u>	<u>Carrying Amount</u> 03/01/2024	<u>Additions</u>	<u>Deductions</u>	<u>Carrying Amount</u> 05/31/2024
		03/01/2024 - 05/31/2024	03/01/2024 - 05/31/2024	
General Fund - Corporate Overnight Plus Fund	\$ 88,182,527.46	29,614,049.58	48,628,231.06	\$ 69,168,345.98
General Fund - Corporate Overnight Fund	2,226,672.34	30,704.63	-	2,257,376.97
General Fund - Government Overnight Fund	15,246,665.70	2,587,135.08	12,294,164.07	5,539,636.71
Total General Fund	\$ 105,655,865.50	\$ 32,231,889.29	\$ 60,922,395.13	\$ 76,965,359.66
Debt Service - Corporate Overnight Plus Fund	\$ 21,288,212.84	276,420.99	12,000,000.00	\$ 9,564,633.83
Debt Service - Corporate Overnight Fund	643,012.78	8,862.98	-	651,875.76
Debt Service - Government Overnight Fund	5,710,902.04	933,423.80	5,000,000.00	1,644,325.84
Total Debt Service Fund	\$ 27,642,127.66	\$ 1,218,707.77	17,000,000.00	\$ 11,860,835.43
Total Lone Star Investments	\$ 133,297,993.16	\$ 33,450,597.06	\$ 77,922,395.13	\$ 88,826,195.09

**Schedule of Transactions by Fund Group
Investments in TexPool
Quarter Ended May 31, 2024**

<u>Type</u>	<u>Carrying Amount</u> 03/01/2024	<u>Additions</u>	<u>Deductions</u>	<u>Carrying Amount</u> 05/31/2024
		03/01/2024- 05/31/2024	03/01/2024- 05/31/2024	
General Fund	\$ 4,238,535.79	\$ 57,041.37	\$ -	\$ 4,295,577.16
Debt Service Fund	156,751.68	2,109.57	-	158,861.25
Total Investments	\$ 4,395,287.47	\$ 59,150.94	\$ -	\$ 4,454,438.41


Cheryl Hernandez, CFO


Stacey Fitch, Comptroller

6. Athletics and Fine Arts Update
7. Report - Vincent Middle School Emergency Repairs

Hurricane Beryl/Vincent Middle School Electrical Loss

Background

- On July 8, Hurricane Beryl blew down an electrical pole with three pole mounted transformers.
- The wires from the transformer to our electrical service panel were damaged.
- Commercial power was restored to the facility on August 3. The project is complete.

Corrective Action:

Jefferson Electric

- Installed 2 rental generators and temporary fuel tanks on July 23.
- Poured new pad for a pad mount transformer
- Install new main service switchgear, conduit, and wiring

Entergy

- Removed the pole mounted transformers and associated parts
- Removed contaminated soil
- Provided new pad mounted transformer and new service wires

Expenditures

- Generator rental and fuel - \$87,468
- New electrical service - \$206,801

Total project cost - \$294,269

Funding Source:

- Capital Projects

8. Cell Phone Update
- E. CONSENT AGENDA
 1. Minutes of July 25, 2024, Regular Board Meeting, and August 3, 2024, Team of 8 Training
 2. Approve 2024-2025 T-TESS Certified Appraisers



Board Exhibit Cover Sheet

Meeting Date: August 15, 2024

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

Agenda Item Title: 2024-2025 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 2024-2025 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

8/7/2024

Date

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

Date

General Counsel's Signature

Date



**Beaumont Independent School District
T-TESS Certified Appraisers
2024-2025**

First Name	Last Name	Certification Status	Certification Year
Karolarnica	Adams	Certified	2024-2025
Billye	Ardoin	Certified	2024 - 2025
Dalana	Bennett	Certified	2024 - 2025
Joseph	Bowser	Certified	2024 - 2025
Shonquail	Bradford	Certified	2024 - 2025
Paul	Breaux	Certified	2024 - 2025
Shana	Carr	Certified	2024 - 2025
Janna	Carter	Certified	2024 - 2025
Tara	Chavis	Certified	2024 - 2025
Billie	Cisneros	Certified	2024 - 2025
Lawanda	Coleman	Certified	2024 - 2025
Audrey	Collins	Certified	2024 - 2025
Charles	Colvin	Certified	2024 - 2025
Charlotte	Conner	Certified	2024 - 2025
Felicia	Cooper	Certified	2024 - 2025
Julie	Corona	Certified	2024 - 2025
Kerri	Courville	Certified	2024 - 2025
Erica	Culpepper	Certified	2024 - 2025
Angela	Derry	Certified	2024 - 2025
Anita	Frank	Certified	2024 - 2025
Linda	Fulton	Certified	2024 - 2025
Dolores	Gatica	Certified	2024 - 2025
Paul	Goebel	Certified	2024 - 2025
Reginald	Green	Certified	2024 - 2025
Valencia	Greenwood	Certified	2024 - 2025
Rachiel	Guidry	Certified	2024 - 2025
Velma	Guidry	Certified	2024 - 2025
Gloria	Guillory	Certified	2024 - 2025
Sharon	Hendrix	Certified	2024 - 2025
Shundria	Jackson	Certified	2024 - 2025
Sylvia	Jenkins	Certified	2024 - 2025
April	Johnston	Certified	2024 - 2025
Blanca	Jones	Certified	2024 - 2025
Velvet	Knockum-Malbrough	Certified	2024 - 2025
Barbara	Levy	Certified	2024 - 2025



**Beaumont Independent School District
T-TESS Certified Appraisers
2024-2025**

Stephanie	Ling	Certified	2024 - 2025
Carolyn	Little	Certified	2024 - 2025
Angela	Lund	Certified	2024 - 2025
Loretta	Mack	Certified	2024 - 2025
Ariane	Moore	Certified	2024 - 2025
Michael	Murdoch	Certified	2024 - 2025
Kareem	Nelson	Certified	2024 - 2025
Marilyn	Normand	Certified	2024 - 2025
Fred	Owens	Certified	2024 - 2025
Melanie	Pharis	Certified	2024 - 2025
Nicholas	Phillips	Certified	2024 - 2025
Ronitha	Pickens	Certified	2024 - 2025
Shyulanda	Randle-Filer	Certified	2024 - 2025
Glen	Riley	Certified	2024 - 2025
Jada	Saveat-Easley	Certified	2024 - 2025
Kathryn	Smoak	Certified	2024 - 2025
Murrell	Stewart	Certified	2024 - 2025
Mellow	Tatmon	Certified	2024 - 2025
Belinda	Taylor	Certified	2024 - 2025
Daniel	Taylor	Certified	2024 - 2025
Lori	Threats	Certified	2024 - 2025
Cheryl	Tripplett	Certified	2024 - 2025
Diana	Valdez	Certified	2024 - 2025
Yolander	Valrie	Certified	2024 - 2025
Petula	Whitfield	Certified	2024 - 2025
Ashley	Wilbourn	Certified	2024 - 2025

3. Approve addenda to Partnership Agreements with Third Future School



Board Exhibit Cover Sheet

Meeting Date: August 15, 2024

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

Agenda Item Title: Approve Addendum to Partnership Agreements with Third Future Schools

Cabinet Level Presenter(s): Charisma Popillion

Additional Presenter(s): Dr. Shannon Allen

Executive Summary: Third Future Schools operates Fehl-Price, Jones Clark, and Smith pursuant to partnership agreements and SB 1882. The proposed amendment restructures the calculation of financial payments to the parties to more accurately project revenue and includes safe guards regarding TFS utilization of BISD funds to support TFS administrative costs.

Recommendation: Approve the Addendum to Partnership Agreements with Third Future Schools.

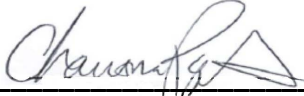
Budget Impact* (if applicable):

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):



Cabinet Level Presenter's Signature

8/7/2024

Date

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

Date

General Counsel's Signature

Date

4. Approve Renewal of Staffing and School Redesign Consulting (RFP 24.06)



Board Exhibit Cover Sheet

Meeting Date: August 15, 2024

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

Agenda Item Title: Approve Renewal of Staffing and School Redesign Consulting (RFP 24.06)

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Dr. Charisma Popillion

Executive Summary: A Request for Proposals was issued for Staffing and School Redesign Consulting in FY 2024. The original scope of work included consulting services to assist with re-design/co-design support for three (3) district campuses. The renewal for 24-25 school year will focus on two (2) 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 RFP was issued with a contract term of one year with one, one-year renewal option. This will be the only renewal.

Recommendation: Approve the renewal for Public Impact.

Budget Impact* (if applicable): \$78,574.

Funding Source (if applicable): General Fund

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements): TEC. CH 44; 2 CFR 200

Policy Reference (if applicable, list policy/regulation): CH (Legal & Local); CBB (Legal & Local)

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

8/15/2024
Date

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

Date

General Counsel's Signature

Date

Prepared for	Beaumont Independent School District
Point of contact	Dr. Charisma Popillion
Prepared by	Liz Allard and ShaLeka Covington, Public Impact
Date	June 24, 2024
Summary	Opportunity Culture design services, professional learning, and implementation support during SY 2024-25

OVERVIEW

Public Impact proposes this scope of work to provide Beaumont ISD technical assistance and professional learning to design and implement Opportunity Culture staffing models. Public Impact’s work in this area is informed by 65 Opportunity Culture sites across the nation. District leaders and schools will benefit from tools and lessons learned from years of experience, helping Beaumont ISD best design and utilize Opportunity Culture roles and staffing structures within its unique context.

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.

The Opportunity Culture Portal is a new online platform that will support all Opportunity Culture school design, professional learning, and monitoring and feedback services in SY24-25 and beyond. It allows school systems to design, monitor, analyze, and improve their Opportunity Culture Implementation, with resources updated annually to reflect national data about what works. The Opportunity Culture Portal includes guidance for teaching teams on small-group tutoring for all students, unlimited access for all of a district’s educators to on-demand professional learning and school design assistance, membership to the Opportunity Culture Community, and an opportunity for schools, districts, and states to become Opportunity Culture Certified, which increases the likelihood of boosting student learning, attracts strong applicants, and communicates the strength of your instructional system to your community, state, and funders.

The Opportunity Culture Portal requires an annual subscription. Pricing starts at \$20,000 per district and varies by district size. Our Co-Design Services rely on this platform and pricing of those services now includes the subscription fee. Public Impact values its partnership with Beaumont ISD and is excited to engage your district in our SY 2024-25 launch by waiving the district subscription fee to the Opportunity Culture Portal for one year. In addition, any schools participating in Opportunity Culture Design, Optimizing & Scaling Sessions, Feedback Rounds, or National Professional Learning in summer 2024 or SY 2024-25 will also have access to the Portal. Other schools may be added for \$300/school. For more information, see our website.

BEAUMONT ISD’S PLAN FOR EXPANDING OPPORTUNITY CULTURE

Year	23-24	24-25	25-26	26-27	27-28
Number of OC Schools Designing or Implementing	2	0	TBD	TBD	TBD

SERVICES AND FEE

Services by School Year and Cohort	Fee
SY 2024-25	
<ul style="list-style-type: none"> • Cohort 1 Support <ul style="list-style-type: none"> ○ Opportunity Culture® Educator Survey – Expert Reports ○ Optimizing and Scaling Virtual Sessions* ○ SIMPLE Tutoring Virtual Coaching Series (8 Participants) <ul style="list-style-type: none"> ▪ Includes four coaching sessions for each MCL ○ School-Year Professional Learning for School Leaders Virtual (2 Participants) ○ Feedback Rounds (2 schools) • District Supports <ul style="list-style-type: none"> ○ Ongoing Consultation/District Advising Calls* ○ National District Leader Capacity Building – Community of Practice Virtual (2 participants) 	\$3,500 \$12,325 \$16,000 \$3,000 \$11,500 \$19,600 \$2,400
Admin Fee (15%)	\$10,249
Total	\$78,574

*Originally included in price of focused school co-design

5. Approve Resolution Regarding Annual Review of the Investment Policy and Investment Strategies

**RESOLUTION
BEAUMONT INDEPENDENT SCHOOL
DISTRICT BOARD OF TRUSTEES**

Regarding Annual Review of the Investment Policy and Investment Strategies

WHEREAS, Section 2256.005(e) of the Public Funds Investment Act (Texas Government Code Chapter 2256) requires the Board of Trustees of Beaumont Independent School District to (a) review the District's investment policy and investment strategies [set forth in CDA(LOCAL)] not less than annually and (b) adopt a written instrument by rule, order, ordinance, or resolution reflecting the Board's review and recording any changes made to the investment policy or investment strategies;

WHEREAS, the District's investment policy and investment strategies have been presented to the Board for its review, as required by the Act; and

WHEREAS, the District's investment policy and investment strategies do not include any changes from the District's investment policy and investment strategies previously approved;

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of Beaumont Independent School District has reviewed the District's investment policy and investment strategies, and hereby adopts this resolution reflecting the Board's review and recording any changes made to the investment policy or investment strategies, in compliance with the Public Funds Investment Act.

PASSED AND ADOPTED this 15th day of August, 2024.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

6. Approve Delegation of Contractual Authority to the Superintendent for Agreement to Purchase Attendance Credits from TEA



Board Exhibit Cover Sheet

Meeting Date: August 15, 2024

Agenda Item/Exhibit Number: III.E.6.

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

8/15/2024
Date

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

Date

General Counsel's Signature
Updated August 2019

Date

7. Approve Interlocal Contracts and Participation Fees with Region 5 ESC



Board Exhibit Cover Sheet

Meeting Date: August 15, 2024

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

Agenda Item Title: Approve Interlocal Contracts and Participation Fees with Region 5 ESC

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: Region 5 Education Service Center offers services to school districts to assist with daily educational processes of students and educators. By partnering with Region 5, Beaumont ISD is able to obtain programs and services needed for operational efficiency and effectiveness. Contract-related fees paid in connection with participation are listed in the following exhibit.

Recommendation: Approve interlocal contracts and participation fees with Region 5 ESC.

Budget Impact* (if applicable): \$ 199,445.75

Funding Source (if applicable): General Fund; Federal Funds

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements): TEC. CH 44

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

8/7/2024
Date

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

Date

General Counsel's Signature

Date



**Region 5 ESC Interlocal Contracts and Participation Fees
2024-2025**

	Interlocal Programs 9/01/24 - 8/31/25	Participation Fees
FS9717	Administrative Leadership (Principal Support System)	\$ 2,250.00
CI7153	Curriculum Assessment and Instruction (CIA) (Bilingual ESL Coop)	\$ 3,500.00
CI8054	Counselor Connection Cooperative (C3)	\$ 1,700.00
CI7163	CTE Support Services Coop Agreement	\$ 2,800.00
CI8022	Student Achievement, Accountability, and Assessment Coop	\$ 3,000.00
CI7465	TEKSBank/TEKSBank Classroom	\$ 11,685.75
FS9704	Field Services/School Board Members Training Coop	\$ 2,500.00
FS9710	Jefferson County Juvenile Justice Alternative Education Program	\$ 161,860.00
FO9739	Southeast Texas Purchasing Coop (Food Service)	\$ 0.00
IMS9069	Information Management Services (TSDS CORE collections Membership Services)	\$ 2,250.00
IMS9068	TSDS PEIMS Membership Services Coop	\$ 5,400.00
SSS9760	Business Managers Coop	\$ 2,000.00
	Legal Cooperative	\$ 300.00
	SPED Rider	\$ 200.00
	TOTAL FEES	\$ 199,445.75

8. Approve amendment to Resolution Authorizing Sale of BISD Property - 1965 Southerland Street (Bid Notice 24.17)

**RESOLUTION OF THE BEAUMONT ISD BOARD OF TRUSTEES
REGARDING AMENDMENT AND RATIFICATION OF THE BOARD'S JUNE 25, 2024,
RESOLUTION AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY**

WHEREAS, on June 25, 2024, the Beaumont Independent School District ("BISD") by Resolution, accepted the bid of \$130,099.00 submitted by Divino Development, LLC ("Buyer") for the purchase of real property described below (the "Property") after BISD properly advertised and accepted sealed bids in accordance with Texas Local Government Code section 272.001;

WHEREAS, a Title Review was required to be satisfactorily completed prior to closing and funding of the transaction;

WHEREAS, during the Title Review, Buyer objected to matters affecting title and requested BISD to cure the objection by allowing Buyer to amend all documents associated with the purchase of the Property to list the Legal Name of the "Buyer/Prospective Purchaser/Purchaser" of the Property as "Garden of Gethsemane Nursery & Landscaping, LLC," another LLC owned by the same individual who holds a 100% ownership interest in Divino Development, LLC;

WHEREAS, Michael Alfred, Sr., also possesses a 100% ownership interest in Garden of Gethsemane Nursery & Landscaping, LLC, and approves of Buyer's amendment request;

WHEREAS, Gethsemane Nursery & Landscaping, LLC approves of Buyer's amendment request and agrees to assume all responsibilities and obligations of Buyer upon BISD's approval of the amendment request;

WHEREAS, the terms of the District's request for bids for the sale of the Property, and Buyer's letter of intent both allow for BISD to cure objections to matters affecting title;

WHEREAS, BISD continues to desire to convey the Property in accordance with the bid specifications and pursuant to its authority under Texas Education Code sections 11.151 and 11.154; and

WHEREAS, BISD finds that it is in the District's best interest to cure Buyer's objection by allowing Buyer to amend all documents associated with the purchase of the Property to list the Legal Name of the "Buyer/Prospective Purchaser/Purchaser" of the Property as "Garden of Gethsemane Nursery & Landscaping, LLC,"; and

WHEREAS, BISD desires to also amend its June 25, 2024, Board Resolution Authorizing the Sale of Certain Real Property to list Garden of Gethsemane Nursery & Landscaping, LLC, as Buyer of the Property, and ratify the Resolution, as amended;

NOW THEREFORE BE IT RESOLVED that:

1. To cure Buyer's objection to matters affecting title, BISD grants Buyer's request to amend all documents associated with the purchase of the Property to list the Legal Name of the "Buyer/Prospective Purchaser/Purchaser" of the Property as "Garden of Gethsemane Nursery & Landscaping, LLC,";

2. BISD, through its Board of Trustees, amends the Board Resolution it previously adopted on June 25, 2024, to convey the following real property in fee simple to “Garden of Gethsemane Nursery & Landscaping, LLC,” as the “Buyer” of the Property:

6.007 acres, more or less, legally described as JW BULLOCK ABST 7PT TR 1 PLAT B-8 6.0017 AC SOUTHERLAND BLDG in Jefferson County, Texas, the address of which is 1965 Southerland Street, Beaumont, Texas 77705 and more particularly described in the attached Exhibit A hereto (the “Property”);

3. BISD, hereby ratifies the Board’s June 25, 2024, Resolution Authorizing the Sale of Certain Real Property, as amended; and

4. To the extent necessary or required for the conveyance of the Property, the BISD Board of Trustees does hereby authorize the BISD Board President, Matilda Hickman, to execute any and all documents necessary to complete the transaction.

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 duly posted and convened board meeting on August 15, 2024. A quorum of the Board of Trustees was present and it was duly moved and seconded that this resolution be adopted. The resolution was adopted according to the following vote:

Ayes: _____ Nays: _____ Abstentions: _____

RESOLVED:

Matilda Hickman, President, Board of Trustees

ATTEST:

Denise Spooner, Secretary, Board of Trustees

EXHIBIT "A"

All that certain parcel or tract of land being a six and seven thousandths (6.007) acre portion out of an eight and eighty six hundredths (8.86) acre, more or less, tract of land in the J. W. Bullock League, Abstract 7, City of Beaumont, Jefferson County, Texas, and being more fully bounded and described as follows:

BEGINNING at an iron pin, said iron pin marking the northwest corner of the tract herein described, and said iron pin being located north eighty nine degrees fifty eight minutes East (N 89 deg. 58' E) a distance of one hundred eighty two and thirty one hundredths (182.31) feet from an iron pin marking the northwest corner of said eight and eighty six hundredths (8.86) acre, more or less, tract of land;

THENCE North eighty nine degrees fifty eight minutes East (N 89 deg. 58' E) a distance of three hundred twenty three and ten hundredths (323.10) feet along the North line of the tract herein described to an iron pin for corner, said corner being the northeast corner of the tract herein described and marking the intersection of said North line and the southwesterly right of way line of the S and E. T. Railroad;

THENCE South twenty seven degrees forty four minutes East (S 27 deg. 44' E) a distance of six hundred twenty seven and eight hundredths (627.08) feet along the northeasterly property line of the tract herein described and the southwesterly right of way line of the S and E. T. Railroad to an iron pin for corner, said corner being the southeast corner of the tract herein described;

THENCE South eighty two degrees forty three minutes forty five seconds West (S 82 deg. 43'45" W) a distance of two hundred seventy eight and fifty seven hundredths (278.57) feet along a south line of the tract herein described to an iron pin;

THENCE North eighty nine degrees nine minutes forty five seconds West (N 89 deg. 09'45" W) a distance of two hundred eighty eight and sixty nine hundredths (288.69) feet along a South line of the tract herein described to an iron pin for corner, said corner being the southwest corner of the tract herein described;

THENCE North four degrees fifty two minutes fifteen seconds West (N 4 deg. 52'15" W) a distance of five hundred eighty eight and one hundredths (588.01) feet along the West property line of the tract herein described to the place of beginning and containing in area six and seven thousandths (6.007) acres of land, more or less.

REQUEST FOR SEALED BIDS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
BID NOTICE 24.09 – SALE OF BEAUMONT ISD REAL PROPERTY

EXHIBIT A

PROPERTY INFORMATION



**REQUEST FOR SEALED BIDS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
BID NOTICE 24.09 – SALE OF BEAUMONT ISD REAL PROPERTY**

Property Details

Account		
Property ID:	125575	Geographic ID: 300007-000-019600-00000
Type:	Real	Zoning: RMH
Property Use:	CS REAL VACANT SCHOOLS/COLLEGES	Condo:
Location		
Situs Address:	1965 SOUTHERLAND ST BEAUMONT, TX 77705	
Map ID:	0	Mapsco: 101-149
Legal Description:	J W BULLOCK ABST 7 PT TR 1 PLAT B-8 6.0017 AC SOUTHERLAND BLDG	
Abstract/Subdivision:	300007-000 - 7 J. W. BULLOCK	
Neighborhood:		
Owner		
Owner ID:	448989	
Name:	BEAUMONT ISD	
Agent:		
Mailing Address:	3395 HARRISON AVE BEAUMONT, TX 77706-5098	
% Ownership:	100.0%	
Exemptions:	EX-XV - Other Exemptions (including public property, religious organizations, charitable organizations, and other property not reported elsewhere) For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$21,000 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$21,000 (=)
Agricultural Value Loss: 0	\$0 (-)
Appraised Value:	\$21,000 (=)
Homestead Cap Loss: 0	\$0 (-)
Assessed Value:	\$21,000
Ag Use Value:	\$0

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

**REQUEST FOR SEALED BIDS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
BID NOTICE 24.09 – SALE OF BEAUMONT ISD REAL PROPERTY**

Property Taxing Jurisdiction

Owner: BEAUMONT ISD %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
101	BEAUMONT ISD	1.161510	\$21,000	\$0	\$0.00	
221	CITY OF BEAUMONT	0.681485	\$21,000	\$0	\$0.00	
341	PORT OF BEAUMONT	0.102106	\$21,000	\$0	\$0.00	
755	SABINE NECHES NAV DIST	0.089005	\$21,000	\$0	\$0.00	
849	DRAINAGE DISTRICT #8	0.182429	\$21,000	\$0	\$0.00	
901	JEFFERSON COUNTY	0.363184	\$21,000	\$0	\$0.00	
A59	FARM AND LATERAL ROAD	0.000000	\$21,000	\$0	\$0.00	
CAD	JEFFERSON CO APPRAISAL DISTRICT	0.000000	\$21,000	\$0	\$0.00	
T341	TIF PORT OF BMT	0.000000	\$21,000	\$0	\$0.00	

Total Tax Rate: 2.589719

Estimated Taxes With Exemptions: \$0.00

Estimated Taxes Without Exemptions: \$543.84

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
A1	Acres Style Type	6.0000	261,360.00	0.00	0.00	\$21,000	\$0

**REQUEST FOR SEALED BIDS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
BID NOTICE 24.17 – SALE OF BEAUMONT ISD REAL PROPERTY**

**EXHIBIT B
LETTER OF INTENT FORM**

Beaumont Independent School District
3395 Harrison Ave
Beaumont, Texas 77706

Re: Letter of Intent from Divino Development, LLC ("Prospective Purchaser") to purchase the surface estate of an approximate 6.007 acre parcel of land ("Property") from Beaumont Independent School District ("Seller") pursuant to request for sealed bids notice 24.17.

To Seller:

Prospective Purchaser submits the following offer to purchase the above-described Property, as depicted in Exhibit A of the request. Prospective Purchaser acknowledges that, if accepted by the Seller's Board of Trustees, such purchase would be subject to the following material terms, to be finalized by the parties in a definitive Purchase and Sale Agreement ("Agreement") to be executed by Seller and Prospective Purchaser following approval of the same by Seller's Board of Trustees:

1. Prospective Purchaser's Contact Information:

Legal Name: Divino Development, LLC

Authorized Representative: Michael Alfred Sr.

Address: 1877 Washington Blvd, Beaumont, TX 77705

Phone Number: (409) 781-0242

Email: michaelalfred57@yahoo.com

- 2. Purchase Price:** The purchase price for the Property ("Purchase Price") will be \$ 130,099.00, payable in cash at closing, in accordance with the terms below. The Purchase Price will not be adjusted based on the final Survey approved by Prospective Purchaser and Seller.
- 3. Earnest Money and Independent Consideration:** Prospective Purchaser submits a cashier's check herewith in the amount of \$1,300.00 payable to Texas Regional Title Company, as Earnest Money, and Prospective Purchaser submits a cashier's check herewith in the amount of \$500.00 payable to Beaumont Independent School District, as Independent Consideration. Seller will deposit the Earnest Money with the Title Company within five (5) Seller business days after the Effective Date of the Agreement and, except as may be provided otherwise in the Agreement, the Earnest Money shall be applied to the Purchase Price at closing. Upon the parties' execution of the Agreement, the Independent Consideration shall be non-refundable to Prospective Purchaser and shall be retained by Seller as independent consideration for Prospective Purchaser's right to terminate the Agreement during the Feasibility Period, as described below.

REQUEST FOR SEALED BIDS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
BID NOTICE 24.17 – SALE OF BEAUMONT ISD REAL PROPERTY

4. **Title Company:** The Title Company for this transaction shall be:
Texas Regional Title, 7675 Folsom Dr., Bldg. 100, Beaumont, TX 77706 Attn: Mary Rodriguez.
5. **Effective Date:** The Effective Date of the Agreement shall be the date that the fully executed Agreement is received by the Title Company.
6. **Feasibility Period:** Prospective Purchaser shall have until 5:00 p.m. CST on the date that is forty-five (45) days after the Effective Date to perform any non-invasive surveys, tests, inspections, and other due diligence activities on or with respect to the Property, provided that such activities shall be subject to any reasonable requirements of Seller, which requirements shall be further detailed in the Agreement. Any invasive due diligence activities, including, without limitation, a Phase II environmental site assessment, shall require the Seller's prior written consent. If Prospective Purchaser deems the Property unsuitable, Prospective Purchaser may terminate the Agreement by providing written notice to Seller prior to the expiration of the Feasibility Period, and upon such timely termination the Earnest Money shall be returned to Prospective Purchaser.
7. **Survey:** Prospective Purchaser, at its sole cost and expense, shall obtain a new land title survey of the Property ("Survey") within twenty (20) days after the Effective Date of the Agreement, indicating the boundaries and total area of the Property, and shall provide a copy of such Survey to Seller and the Title Company for approval.
8. **Title Commitment and Policy:** Within fifteen (15) days after the Effective Date, Prospective Purchaser will, at its sole cost and expense, cause the Title Company to issue to Prospective Purchaser a commitment ("Title Commitment") for an owner's policy of title insurance covering the Property ("Title Policy"). Prospective Purchaser will pay for the Title Policy and any endorsements requested by Prospective Purchaser at closing.
9. **Title Review:** Prospective Purchaser will have a period of fifteen (15) days after receipt of the last of the Survey and the Title Commitment to make written objections to matters affecting title. Seller may, but is not required to, cure any such objections.
10. **Closing:** Closing and funding of the transaction shall take place within fifteen (15) days following the expiration of the Feasibility Period, unless otherwise agreed by the parties in writing. At closing, Seller will convey the Property to Prospective Purchaser by Special Warranty Deed, free and clear of all mortgages, liens, and other encumbrances, except as approved or waived by Prospective Purchaser, provided that Seller will make no warranties as to any rights, privileges, or appurtenances pertaining to the Property.
11. **Minerals and Surface Rights:** Seller excepts from this transaction and will reserve in the deed delivered by Seller at closing any and all minerals in and of the Property, subject to a reasonable waiver of surface rights for the development and production of said minerals.

**REQUEST FOR SEALED BIDS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
BID NOTICE 24.17 – SALE OF BEAUMONT ISD REAL PROPERTY**

12. **Commissions:** Prospective Purchaser represents to Seller that Prospective Purchaser has entered into an agreement with G-Team Real Estate ("Prospective Purchaser's Broker") to represent Prospective Purchaser in the purchase of the Property. Prospective Purchaser shall be responsible for the payment of any fees, commissions, or compensation payable to Prospective Purchaser's Broker or any other person or entity as a result of Prospective Purchaser's participation in the transaction contemplated herein, and Seller shall have no liability therefor.

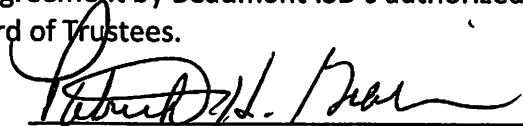
13. **Proposed Land Use:** Offeror's proposed land use is described below:

We plan to explore all options available
on the parcel of land.

14. **Taxes:** Property taxes will be prorated to the date of closing.

15. **THIS SALE SHALL BE AN "AS-IS, WHERE-IS, WITH ALL FAULTS" SALE, AND THE SPECIAL WARRANTY DEED DELIVERED BY SELLER AT CLOSING SHALL SO PROVIDE.**

It is understood that the basic transaction outlined above and such other terms and conditions as are usual and appropriate for a transaction of this type shall be the subject matter of a definitive Agreement prepared, negotiated, and executed by Seller and Prospective Purchaser after the approval of the terms set forth herein by Beaumont ISD's Board of Trustees. If Prospective Purchaser's sealed bid is selected and this Letter of Intent is approved by Beaumont ISD's Board of Trustees, Prospective Purchaser agrees, within ten (10) business days after written notification by Seller, to execute any such Agreement. Beaumont ISD's acceptance of the Agreement is effective only upon the execution of the Agreement by Beaumont ISD's authorized representative after approval of the same by Seller's Board of Trustees.



Signature of Authorized Representative

PATRICK H. GIBBS

Print Name

05-28-2024

Date

ONCE EXECUTED BY PROSPECTIVE PURCHASER, THIS LETTER OF INTENT CONSTITUTES AN OFFER TO PURCHASE THE PROPERTY AND MAY CREATE LEGAL OBLIGATIONS ON THE PROSPECTIVE PURCHASER. AN OFFER MAY ONLY BE ACCEPTED BY FORMAL ACTION OF THE BEAUMONT ISD BOARD OF TRUSTEES. PROSPECTIVE PURCHASERS MAY WISH TO HAVE AN ATTORNEY REVIEW THIS LETTER OF INTENT TO ADVISE THEM AS TO THE EFFECTS THEREOF.

9. Approve BISD Memorial Stadium Concession Agreement with Booster Clubs for the 2024-2025 School Year



Board Exhibit Cover Sheet

Meeting Date: August 15, 2024

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

Agenda Item Title: Approve BISD Memorial Stadium Concession Agreement with Booster Clubs for the 2024-2025 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 15, 2024

Date

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

Date

General Counsel's Signature

Date

WEST BROOK HIGH SCHOOL BOOSTER CLUB CONCESSION AGREEMENT

This "Concession Agreement" between the Beaumont Independent School District located in Beaumont, Jefferson Count, 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 1, 2024 through May 31, 2025 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 Doggett Family 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 13, 2024. 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, 2024. 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 Count, Texas.

INWITNESS WHEREOF, the parties hereto execute this Concession Agreement in duplicate original at Beaumont, Jefferson Count, Texas this the _____ day of _____, 2024.

Beaumont Independent School District

West Brook High School Booster Club

By: _____
President
Board of Trustees

Keith Swafford

Club President

By:

ATTEST: _____
Secretary
Board of Trustees

MK Moore
with permission
Adrienne White

Club Treasurer

ATTEST:

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

Contact:
Address: _____
City, State, Zip: _____
Email: _____
Phone: _____

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).

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 1, 2024 through May 23, 2025 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 Doggett Family 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 13, 2024. 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 13, 2024. 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.

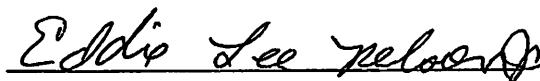
9. This Agreement is non-assignable. Should a dispute arise regarding this Agreement, the parties submit to the exclusive jurisdiction of Jefferson Count, Texas.

INWITNESS WHEREOF, the parties hereto execute this Concession Agreement in duplicate original at Beaumont, Jefferson Count, Texas this the _____ day of _____, 2024.

Beaumont Independent School District

Beaumont United High School Booster Club

By:

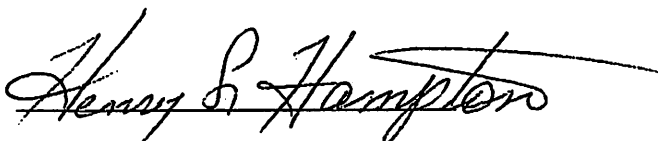


By:

President
Board of Trustees

Club President

ATTEST:



ATTEST:

Secretary
Board of Trustees

Club Treasurer

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

Contact:
Address: _____
City, State, Zip: _____
Email: _____
Phone: _____

10. Approve addendum to the Facility Use Agreement with the City of Beaumont related to Beaumont United Track
- F. ACTION ITEMS
1. Action, if any, on items discussed in closed session.
 2. Approve Budget Amendments



Board Exhibit Cover Sheet

Meeting Date: August 15, 2024

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

Agenda Item Title: Approve Budget Amendments

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary:

Recommendation: Approve budget amendment GF-2 and accept amendments SR-3, SR-4, SR-5 and SR-6.

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

8/15/2024
Date

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

Date

General Counsel's Signature

Date

2024-25 BUDGET AMENDMENT NUMBER GF-2

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Expenditures</u>			
199.11.6395.79.818.99.000	568,997	(568,997)	-
199.53.6395.79.818.99.000	-	568,997	568,997
199.11.6399.49.801.32.350	34,000	(14,000)	20,000
199.13.6299.49.801.32.350	13,950	14,000	27,950
199.11.6399.52.807.22.000	37,386	(8,940)	28,446
199.61.6499.52.807.22.000	-	8,940	8,940
199.12.6399.02.009.22.000	1,500	(1,500)	-
199.13.6411.02.009.22.000	1,300	1,500	2,800
199.11.6299.87.014.30.000	-	122,375	122,375
199.51.62XX.80.819.99.XXX	3,270,272	329,081	3,599,353
199.51.66XX.80.819.99.XXX	-	15,269	15,269
199.52.6395.07.818.99.000	-	1,135,613	1,135,613
 Net Change in the General Fund Budget		<u>1,602,338</u>	

2024-2025 BUDGET CHANGE

Total Revenues/Other Sources	183,452,772	-	183,452,772
Total Expenditures	<u>183,676,968</u>	<u>1,602,338</u>	<u>185,279,306</u>
 2024-2025 Adjusted	(224,196)	1,602,338	(1,826,534)

2024-25 BUDGET AMENDMENT NUMBER SR-3

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Expenditures</u>			
Instruction			
205.11.6395.00.132.32.000	22,000	23,798	45,798
Curriculum Development			
205.13.6219.00.132.32.000	20,000	(20,000)	-
205.13.6399.00.132.32.000	17,800	(460)	17,340
205.13.6411.00.132.32.000	18,200	(3,338)	
Net Change HEADSTART		<u><u>-</u></u>	
<hr/> <hr/>			
2024-2025 BUDGET CHANGE			
Total Revenues/Other Sources	3,987,169		3,987,169
Total Expenditures	<u>3,987,169</u>	<u>-</u>	<u>3,987,169</u>
 2024-2025 Adjusted	 -	 -	 -

2024-25 BUDGET AMENDMENT NUMBER SR-4

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Expenditures</u>			
Instruction			
211.11.6399.00.125.30.ESF	-	10,000	10,000
Instructional Leadership			
211.21.6399.00.125.30.ESF	25,579	(10,000)	15,579
			-
Net Change 1003 ESF Focused Support Grant		<u>-</u>	
<hr/> <hr/>			
2024-2025 BUDGET CHANGE			
Total Revenues/Other Sources	690,786		690,786
Total Expenditures	<u>690,786</u>	<u>-</u>	<u>690,786</u>
 2024-2025 Adjusted	-	-	-

2024-25 BUDGET AMENDMENT NUMBER SR-5

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Expenditures</u>			
Instruction			
224.11.6399.00.814.23.000	381,000	(20,000)	361,000
Instructional Leadership			
224.21.6639.00.814.23.000	-	20,000	20,000
			-
Net Change IDEA B FORMULA		<u>-</u>	
<hr/>			
2024-2025 BUDGET CHANGE			
Total Revenues/Other Sources	5,075,477		5,075,477
Total Expenditures	<u>5,075,477</u>	<u>-</u>	<u>5,075,477</u>
 2024-2025 Adjusted	 -	 -	 -

2024-25 BUDGET AMENDMENT NUMBER SR-6

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Expenditures</u>			
Instruction			
289.11.6395.00.856.24.000	24,500	(20,000)	4,500
Guidance & Counseling			
289.31.6399.00.856.11.000	28,000	20,000	48,000
		-	
Net Change Title IV Part A		<u><u>-</u></u>	
<hr/>			
2024-2025 BUDGET CHANGE			
Total Revenues/Other Sources	665,874		665,874
Total Expenditures	<u>665,874</u>	<u>-</u>	<u>665,874</u>
 2024-2025 Adjusted	 -	 -	 -

Explanations of August Budget Amendments

General Fund GF-2

- Transfer \$568,997 from instructional fixed assets to data processing services fixed assets. (Budget was originally allocated using the wrong function code) – Info Services & Technology (818).
- Transfer \$14,000 from instructional general supplies to staff development misc contracted services for teacher training – Pre-K Curriculum (801).
- Transfer \$8,940 from instructional general supplies to community services misc operating costs for STEM Night expenses – Career & Technical Education (807).
- Transfer \$1,500 from library general supplies to staff development employee travel for teacher reimbursement for TIVA Summer Conference – Taylor Career (009).
- Increase budget at Beaumont United HS \$122,375 for Edgenuity Instructional Services.
- Increase for purchase orders carried forward from FY23-24 for items not yet received or services performed on projects in progress:
 - (Function 52) Info Services & Technology - \$1,135,613
 - (Function 53) Maintenance & Operations - \$344,350

SR-3

- Fund 205 Reallocating funds to replenish tablets for Bingman Head Start Campus.

SR-4

- Title I 1003 ESF Focus Grant reallocating funds to cover ESF aligned instructional materials.

SR-5

- IDEA-B Formula Fund 224 reallocating funds to purchase 21st Century Package.

SR-6

- Title IV Fund 289 reallocating funds to purchase Quaver Social Emotional Learning Training.

3. Approve Purchases of \$50K or More



Board Exhibit Cover Sheet

Meeting Date: August 15, 2024

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

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

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Ryan Deloney, Jenny Angelo, Anetra Cheatham

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: \$187,517.00
Federal Funds: \$277,600.00

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

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

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

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



Cabinet Level Presenter's Signature



Date

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

Date

General Counsel's Signature

Date



General Fund

Eduphoria	Information Technology	Annual subscription renewal for instructing, learning, and assessment software.	TIPS 220105	\$65,142.00
Imagine Learning	Curriculum	Edgenuity instructional services program for Beaumont United.	ALLIED 19-7351	\$122,375.00
Total				\$187,517.00

Federal Funds

Relay GSE	Office of Innovation	Regional support coaching for focus schools.	CTPA 22-023	\$117,500.00
CDW	Bingman Head Start	Student Chromebooks.	TIPS 230105	\$160,100.00
Total				\$277,600.00

Quote



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

Quote Number: 14242
Quote Expires: 9/30/2024
Account Manager: Morgan, Hillory

License Start Date	License End Date	Notes
9/30/2024	9/29/2025	TIPS #220105 *If your district is utilizing a purchasing cooperative please make sure to note this on your purchase order.

Description	Quantity	Rate	Total Amount
Eduphoria Subscription	1		
Eduphoria Suite Subscription	22	\$2,961.00	\$65,142.00
Total			\$65,142.00

Please respond to this email with a copy of your purchase order or send a copy to **Billing@eduphoria.net**.

Eduphoria products and services are subject to an annual price increase based upon general enhancements, new features and market value. Late payment or failure to provide a purchase order may lead to license suspension. Services are valid for one (1) year from the date of purchase, pursuant to State and Federal regulations. Please refer to www.eduphoria.com/license-agreement for additional detail.



Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date 8/5/2024
Quote No. Q-50824
Acct. No. 12215636
Total 122,375.00
Pricing Expires 10/05/2024

Accounts Payable Department
PO Box 672
Beaumont TX 77704
United States

Payment Term	Contract Start	Contract End
Net 30	8/1/2024	5/31/2025

Site	Description	End Date	Qty
Beaumont Independent School District	IS Teaching/Sem Course (18 week) - 14 day drop/add grace period	12/31/2024	445

Subtotal 122,375.00
Tax Total 0.00
Total 122,375.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

**Accounts Payable
Department**

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Terry Rasmussen
Account Executive -
terry.rasmussen@imaginelearning.com
imaginethefutureoflearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Relay GSE-Beaumont ISD-Customized Coaching and Training Proposal, SY 24-25

Our Strategy

If vertically aligned teams...

- Experience powerful learning
- And increase their skill in core practices
- Which leads the district to adopt/adapt key systems and structures alongside a Relay coach
- The use of core practices will increase

Then

- **Student outcomes will improve**

Proposal Goals

- *To provide targeted coaching around Relay core content for eight campuses to accelerate the creation of local proof points for the work of instructional leadership.*
- *To provide practice clinics to key district and campus instructional leaders around Weekly Planning and Data Meetings to strengthen the core practices of each key lever.*
- *To provide strategic implementation coaching for Assistant Superintendents.*

What We Offer

- [Customized Coaching and Training Website](#)
- [Relay PE Customized Coaching and Training Service Overview](#)

Scope of Work

- 1. Magnificent Seven Instructional Leadership Site Visits and Professional Learning Communities**
 - a. *Service Description:* Up to two Relay coaches will engage in a two-day walk-through of select BISD campuses alongside district leadership with the goal of identifying a trending gap in instructional leadership practice that will be addressed in an up to 4 hour, in person professional learning community for up to 30 people.
 - b. *Cadence:* Three times a year, exacts dates TBD
 - c. *Service Notes:* Assumes the partner provides the following for the PLC: venue, print and other learning materials, AV and any food and beverage required
- 1. Executive Coaching**
 - a. *Service Description:* Up to 20 virtual hours to be split across up to two BISD leaders
- 2. Virtual Coaching for School Leaders**
 - a. *Service Description:* Up to 48 hours of virtual coaching time to be distributed across up to two leaders from each of the seven focus campuses, not to exceed 14 leaders in total

Service Fees

Services	Price
Magnificent Seven Walkthroughs and PLCs <ul style="list-style-type: none"> Three, 2.5 day site visits that include instructional walkthroughs of seven focus schools and an up to four hour, in person professional learning session 	\$30,000/visit \$90,000
Additional Coaching <ul style="list-style-type: none"> Up to 20 hours of virtual executive coaching Up to 48 hours of virtual coaching for school based leaders 	\$27,500
Total: \$117,500	

Conditions for Success

The following conditions will ensure a successful partnership.

- Local Conditions:** In order for Relay coaching to succeed, local school leaders must have the ability to:
 - Observe teachers/leaders and provide informal feedback
 - Capture video of teacher/leader coaching meetings
 - Implement high quality interim assessments and instructional materials
 - Analyze data from interim assessments in a timely manner
- Communication:** In order to ensure a successful partnership, Beaumont ISD must identify a leader(s) to serve as the main point of contact for Relay GSE in order to a) coordinate the selection of focus schools and hold participating leaders accountable to 100% attendance and strong engagement b) work directly with a representative of the Teacher Professional Education team to schedule and coordinate session selection and rostering (if applicable)
- Highly Engaged District Leadership:** The highest performing districts we've worked with share a set of characteristics:
 - A strong desire to be developed as instructional leaders; this includes capacity to take on additional responsibilities to support Relay coaching (ie attending site visits, support direct reports with action steps, participating in artifact collection and review)
 - Exceptional critical thinkers who can creatively problem solve implementation challenges and work within their current system
 - Demonstrated track record of building strong systems
- Teacher Professional Education (If Applicable): Designated point of contact** agrees to ensure there are appropriate operational supports for virtual PD. This includes, but is not limited to: all participants having 1:1 computer access and strong internet and video conferencing capabilities

RELAY/GSE

GRADUATE SCHOOL *of* EDUCATION

- Ensuring that all participants **join in separate spaces** with headphones to ensure the best audio quality (participants should not be together in a room unless the room is equipped with conference room technology, and Relay is notified in advance). If completely separate spaces are not feasible in your building, we recommend that no more than 3 participants share the same room and that they spread out as much as possible to avoid echos and feedback.
- Point of contact will provide a finalized attendance roster two weeks before the session with names, emails and role. If point of contact fails to provide a roster by this date, Relay reserves the right to reschedule a session for a later date subject to a 50% reschedule fee.



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

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

LYNN VANPELT,

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

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

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PBCD501	8/5/2024	ACER CHROMEBOOKS	0792983	\$160,100.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Acer Chromebook Spin 511 R756T - 11.6" - Intel N-series - N100 - 4 GB RAM - Mfg. Part#: NX.KEAAA.001 Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	400	7320250	\$328.00	\$131,200.00
Google Chrome Education Upgrade Mfg. Part#: CROS-SW-DIS-EDU-NEW Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	400	5988499	\$30.50	\$12,200.00
MAXCases Extreme Shell-F Case for R756TN 11.6" Chromebook - Gray Mfg. Part#: ACESF3R756GRY Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	400	7963311	\$24.00	\$9,600.00
DEVICE SERVICES GAF40 Mfg. Part#: GAF40 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	400	7856145	\$15.00	\$6,000.00
CASE INSTALLATION CSI99 Mfg. Part#: CSI99 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	400	7853951	\$2.75	\$1,100.00

SUBTOTAL	\$160,100.00
-----------------	---------------------

SHIPPING \$0.00
SALES TAX \$0.00
GRAND TOTAL **\$160,100.00**

PURCHASER BILLING INFO

Billing Address:
BEAUMONT INDEPENDENT SCHOOL DIST
ACCOUNT PAYABLE
PO BOX 672
BEAUMONT, TX 77704-0672
Phone: (409) 617-5072
Payment Terms: NET 30 Days-Govt/Ed

DELIVER TO

Shipping Address:
BEAUMONT ISD
3395 HARRISON AVE
ADMIN BUILDING
BEAUMONT, TX 77706-5009
Shipping Method:

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

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

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

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:	CDW	Quote Total: \$ 160,100.00	Replacement ACERs
Summary:			
Vendor Name:	CDW	Quote Total: \$ 182,500.00	HP 2-1
Summary:			
Vendor Name:	Trafera	Quote Total: \$ 24,300.00	Lenovas
Summary:			

Vendor Selected: CDW

Selection Justification: Recommended by the Technology department for our age group.

Name of Person Completing this Form: Carolyn Little

Signature: *Carolyn Little*

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

4. Approve Rankings and Contract Award for Standby Generators for Child Nutrition Cafeterias (CSP 25.01)



Board Exhibit Cover Sheet

Meeting Date: August 15, 2024

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

Agenda Item Title: Approve Rankings and Contract Award for Standby Generators for Child Nutrition Cafeterias (CSP 25.01)

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Mary Ellen Vivrett, Allen Devault

Executive Summary: A Request for Competitive Sealed Proposals was issued for standby generators for eight (8) district campus cafeterias. The District's evaluation committee of five (5), separately reviewed the proposals, scored in accordance with the published criteria and weight criteria and submitted their rankings and recommendations.

Recommendation: Approve the rankings and selection of Jefferson Electric Co., Inc. for the Standby Generators for Child Nutrition Cafeterias Project.

Budget Impact* (if applicable): \$1,081,137.

Funding Source (if applicable): Child Nutrition Funds

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements): TEC. CH 44; 2 CFR 200; USDA; TDA

Policy Reference (if applicable, list policy/regulation): COA (Legal & Local); CBB (Legal & Local); CH (Legal & Local); CV (Legal & Local)

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

8/5/2024
Date

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

Date

General Counsel's Signature

Date

**COMPETITIVE SEALED PROPOSAL EVALUATION TABULATION
 BEAUMONT INDEPENDENT SCHOOL DISTRICT
 CSP 25.01 – STANDBY GENERATORS FOR CHILD NUTRITION CAFETERIAS**

PROPOSAL EVALUATION TABULATION

PROPOSAL OPENING AUGUST 2, 2024 @ 2:00PM

<u>OFFEROR'S COMPANY NAME</u>	<u>RESPONSIVE</u>	<u>TOTAL POINTS SCORED</u>	<u>RANKING</u>
Gulf Coast Electric Co., Inc.	Y	85.80	2
Jefferson Electric Co., Inc. (recommended)	Y	98.48	1
Crown Electric	N	N/A	N/A

Evaluators:

- Allen DeVault – Director of Maintenance & Operations
- Dean Moore – MEP Supervisor
- Deral Ellerbee – Electrician
- Ken Barrass – Electrician
- Alan Penn – Project Engineer (Salas O'Brien)

Campuses: Bingman Head Start, Early College HS,
 Pietzsch-MacArthur South, Pietzsch-MacArthur Main,
 Guess Elementary, Odom Academy, Regina-Howell
 Elementary, Vincent Middle

<u>Evaluation Criteria</u>	<u>Possible Points</u>
Price Proposal	60 points
Experience & Reputation	15 points
Quality of Goods/Services	15 points
Financial Capability	5 points
Proposed Personnel	5 points

Total Points Scored consists of an average
 of all five (5) evaluations. (100 possible points)

**REQUEST FOR COMPETITIVE SEALED PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
CSP# 25.01 – STANDBY GENERATORS FOR CHILD NUTRITION CAFETERIAS**

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: Jefferson Electric Co. Inc.
Address: 4730 Mercantile, Bmt. TX 77705
Phone No.: 4098429101 Email: 4098424401 Date: 8/2/2024
Signature: [Signature]

1.3 BASE PROPOSAL:

1	Total Proposal Amount Base Proposal: (for ALL work minus generator(s) listed as Alternates)	<u>Six hundred fifty-five thousand one hundred thirty-seven dollars</u> amount written (this governs) including allowance of \$100,00 for construction contingency	<u>\$165,137.00</u> Including allowance of \$100k for construction contingency
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1.4 ALTERNATES:

1	Alternate No. 1: Cummins Generator Manufacturer Lead Time (wks): <u>40 weeks</u>	<u>Four hundred thirty-nine thousand two hundred dollars</u> amount written (this governs)	<u>\$439,200.00</u>
2	Alternate No. 2: Kohler Generator Manufacturer Lead Time (wks): <u>38 weeks</u>	<u>Four hundred twenty-six thousand dollars</u> amount written (this governs)	<u>\$426,000.00</u>
3	Alternate No. 3: Caterpillar Generator Manufacturer Lead Time (wks): _____	<u>N/A</u> amount written (this governs)	\$ _____

**REQUEST FOR COMPETITIVE SEALED PROPOSALS
 BEAUMONT INDEPENDENT SCHOOL DISTRICT
 CSP# 25.01 – STANDBY GENERATORS FOR CHILD NUTRITION CAFETERIAS**

4	Alternate No. 4: Taylor Power Manufacturer Lead Time (wks): <u>44 Weeks</u>	Two hundred dollars <u>Four hundred thirty-nine thousand</u> amount written (this governs)	<u>\$ 439,200.⁰⁰</u>
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1.5 ADDENDA: Undersigned acknowledges receipt of Addenda:

Nos. & Dates 1

1.6 REVIEW OF CONTRACT DOCUMENTS

The Proposer certifies that it has reviewed the AIA A101—2017, Exhibit A to AIA A101, and AIA A201—2017, attached as Exhibit B.

X Yes _____ No

Proposer agrees that if any revisions are requested to the terms and conditions in the Agreement attached as Exhibit B, they are listed below or attached on a separate sheet and submitted with the Proposal response:

X Yes _____ No

Requested Revisions:

See qualification letter

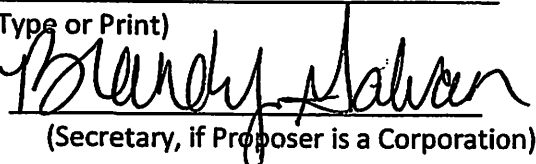
The undersigned hereby proposes to furnish all labor, materials, supervision and any other services necessary to complete the above-referenced project for the proposal amount(s) listed.

Proposal prices are firm for acceptance by BISD for 60 days from the date opening of proposals has occurred.

Signed By: 

Name: Tyler Ancelet
 (Type or Print)

Title: PM
 (Type or Print)

ATTEST: 
 (Secretary, if Proposer is a Corporation)

SEAL:
 (If Corporation)

5. Discuss and if appropriate take action to approve an order authorizing the defeasance and optional redemption of certain outstanding maturities of the District's outstanding unlimited tax school building bonds, Series 2017 and containing other matters related thereto

**ORDER AUTHORIZING THE DEFEASANCE AND OPTIONAL REDMPTION OF
CERTAIN OUTSTANDING BONDS AND CONTAINING OTHER MATTERS RELATED
THERE TO**

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §
BEAUMONT INDEPENDENT SCHOOL DISTRICT: §

WHEREAS, the Beaumont Independent School District (the “Issuer” or the “District”) has heretofore issued certain outstanding bonds that are described in **Exhibit “A”** attached hereto (hereinafter referred to as the "Outstanding Bonds"); and

WHEREAS, The Bank of New York Mellon Trust Company, N.A. (herein referred to as the “Paying Agent”) serves as Paying Agent for the Outstanding Bonds; and

WHEREAS, the Board of Trustees (the “Board”) desires to authorize and approve the defeasance plan herein described to authorize the defeasance and optional redemption of certain series and maturities of the District’s Outstanding Bonds to provide a savings in interests costs to the District and to help the District maintain a stable tax rate (the “Defeasance Plan”), and in connection therewith to further authorize the execution of an escrow agreement and the purchase of certain escrowed securities as part of the Defeasance Plan, all as hereinafter set forth; and

WHEREAS, in accordance with the terms of the order or orders authorizing the issuance of the Outstanding Bonds, and pursuant to applicable provisions of Texas law, including but not limited to, Sections 1207.033, 1207.061 and 1207.062 of the Texas Government Code, the District desires to call for redemption and defease certain maturities or portions thereof of the Outstanding Bonds by depositing directly with the Paying Agent for the Outstanding Bonds to be defeased an amount of money sufficient to provide for the payment thereof; and

WHEREAS, the District has or will have funds available on hand in its Debt Service Fund to make the deposit referenced above to fully discharge and defease the Outstanding Bonds herein ordered to be defeased; and

WHEREAS, the District also desires to authorize the execution of an escrow agreement or similar agreement in order to provide for the deposit referenced above to pay and redeem the Defeased Bonds (as herein defined); and

WHEREAS, upon making the deposit with the Paying Agent to pay the Outstanding Bonds hereafter ordered to be defeased in full, those Outstanding Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such due provisions made for the payment thereof, and the pledges, liens, trusts and all other covenants, provisions, terms and

conditions of the Order authorizing the issuance of those Outstanding Bonds herein ordered to be defeased shall be discharged, terminated and defeased; and

WHEREAS, the District desires to designate each of the Superintendent and Chief Financial Officer of the District as Authorized Officers of the District to carry out the defeasance of the Outstanding Bonds as hereinafter set forth;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BEAUMONT INDEPENDENT SCHOOL DISTRICT:

1. CONSIDERATION AND EFFECT OF PREAMBLE. The matters and facts contained in the preamble to this Order are hereby found to be true and correct, and it is hereby found and determined that defeasance of the Outstanding Bonds to be defeased in the manner described herein will benefit the District.

2. Defeasance of the Bonds. The District hereby irrevocably authorizes and orders that the following Outstanding Bonds be redeemed and defeased in accordance with the following procedures and plan (herein the “Defeasance Plan”):

- (1) The Board of Trustees hereby approves and orders that an aggregate principal amount of up to **FIVE MILLION DOLLARS (\$5,000,000.00)** in Outstanding Bonds shall be defeased (the “Defeased Bonds”), with the final aggregate amount and particularly maturities and amounts of the Defeased Bonds to be finally determined, specified, approved and designated by the District’s Superintendent or Chief Financial Officer of the District or the President of the Board (the “Authorized Officers”), and each of such Authorized Officers shall be and hereby is authorized to make the final determination of which of the Outstanding Bonds and the maturities and portions thereof shall be defeased, each of whom is hereby authorized to make such determination on behalf of the District, provided that the aggregate amount of Outstanding Bonds to be defeased shall not exceed **FIVE MILLION DOLLARS (\$5,000,000.00)** unless further approved and authorized by the Board.
- (2) The Defeased Bonds shall be called for redemption on the date or dates specified and determined by any of the Authorized Officers (the “Redemption Date”) pursuant to a written notice of redemption in such form as approved by any Authorized Officer.
- (3) The cash sum equal to an amount necessary to pay the principal amount of the Defeased Bonds, plus all accrued interest due and payable on the Defeased Bonds through the Redemption Date and plus all issuance costs related to the defeasance, shall be transferred out of the District’s Bond

Interest and Sinking Fund and deposited with the Paying Agent pursuant to Section 1207.061 of the Texas Government Code, and further, in connection therewith, pursuant to the terms and provisions of Section 1207.072 of the Texas Government Code, the District shall enter into one or more Escrow Agreements with the Paying Agent substantially in the form attached hereto as **Exhibit “B”**, the terms and provisions of which Escrow Agreement are hereby authorized and approved, subject to such insertions, additions and modifications approved by any Authorized Officer and as shall be necessary (a) to carry out the Defeasance Plan designed for the District by the District’s Financial Advisor, **USCA Municipal Advisors LLC** and which shall be certified as to mathematical accuracy by either the District’s Financial Advisor or an independent accounting firm in a written verification report (the “Report”), as determined, approved and designated by any Authorized Officer (b) to maximize the District’s present value savings and/or to minimize the District’s costs of the defeasance, (c) to comply with all applicable laws and regulations relating to the defeasance of the Defeased Bonds and (d) to carry out the other intents and purposes of this Order, and the President, Superintendent, Chief Financial Officer or any other officer of the District is hereby authorized to execute and deliver such Escrow Agreement on behalf of the District in multiple counterparts and the Secretary is hereby authorized to attest thereto and affix the District’s seal.

- (4) In accordance with the provisions of Section 1207.062 of the Texas Government Code, the deposit of the funds into escrow with the Paying Agent shall only be invested in the following: (1) cash, (2) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States, (3) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by an agency or instrumentality and that, on the date of this Order, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (4) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, as of the date of this Order, are rated as to investment quality by a nationally recognized investment rating agency firm not less than AAA or its equivalent (herein referred to as the “Escrowed Securities”). Furthermore, the deposit of the funds with the Paying Agent shall only be invested in Escrowed Securities that mature and bear interest payable at times and in amounts sufficient to provide for the scheduled payment of the Defeased Bonds. Any of the Authorized Officers are hereby authorized to approve and authorize the District to subscribe for, agree to purchase, and

purchase the Escrowed Securities, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

- (5) The engagement of the District's Financial Advisor, USCA Municipal Advisors LLC, and of bond counsel, Creighton, Fox, Johnson & Mills, PLLC, and of the verification agent, and of the Escrow Agent, to assist and serve the District in carrying out the Defeasance Plan is hereby approved, ratified and authorized, and the payment of the reasonable fees and costs of such providers is hereby approved and authorized.

4. Paying Agent Instructions. To provide for the discharge and defeasance of the Defeased Bonds and all liens securing same, the Board hereby approves and authorizes any of the Authorized Officers to prepare and send written instructions to the Paying Agent and an incumbency certificate (the "Paying Agent Instructions"), in such form and content as approved by any such Authorized Officer or any other officer or official representative of the District, as any of them may determine to be necessary or appropriate. Each Authorized Officer is authorized to work with the Paying Agent to determine and to prepare and approve the form of redemption notice to be published in connection with the redemption of the Defeased Bonds.

5. Further Action. Each of the Superintendent, the Chief Financial Officer, the President of the Board, or any other officer or official representative of the District, acting alone and without the necessity of the joinder of any other authorized District official, is hereby authorized and directed to take all action as may be necessary or appropriate to effectuate this Order and the defeasance of the Outstanding Bonds to be defeased pursuant to this Order, including but not limited to, designating and determining the principal amount of and maturities of Outstanding Bonds to be defeased, determining and setting the final Redemption Date, making all arrangements necessary or appropriate with each of the Paying Agent for the defeasance of the Defeased Bonds; making such deposits with the Paying Agent as may be necessary for the defeasance of the Defeased Bonds, approving the final terms of and execution of the Escrow Agreement, authorizing the investment of the funds held in the Escrow Agreement in accordance with the terms of this Order, approving and authorizing the payment of the costs incurred in connection with the defeasance of the Defeased Bonds, including the costs of the District's financial advisor, bond counsel, the verification agent, and the fees and expenses of the Paying Agent and the Escrow Agent and all related costs of issuance, and taking all other actions that are reasonably necessary or appropriate to provide for the defeasance and redemption of the Defeased Bonds. In addition, each of the Superintendent, Chief Financial Officer, President of the Board of Trustees, or Bond Counsel to the District, are each hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any technical ambiguity, formal defect, or omission in the Order or such other

document if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Order, which determination shall be final. In the event that any officer of the District whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

6. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code Annotated, Vernon's 1994, as amended.

7. Severability. If any Section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

9. Repealer. All orders, resolutions, and ordinances, and parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistency. Without limiting the generality of the foregoing, this order amends the Original Order and supersedes any conflicting provision contained in the Original Order.

[Signature page follows this page.]

PASSED AND APPROVED this _____ of _____, 2024.

Board President
Beaumont Independent School District

ATTEST:

Board Secretary
Beaumont Independent School District

(SEAL)

Exhibit "A" Outstanding Bonds

Exhibit "B" Escrow Agreement

EXHIBIT "A"

Schedule of Outstanding Bonds That May Be Defeased

All or any portion of all outstanding bonds of the District, including but not limited to, the following:

Beaumont Independent School District Unlimited Tax Refunding Bonds, Series 2017

Beaumont Independent School District Unlimited Tax Refunding Bonds, Series 2016

EXHIBIT "B"
Form of Escrow Agreement

See attached form.

THIS ESCROW AGREEMENT (the "Escrow Agreement") dated as of _____, 2024 (the "Escrow Funding Date"), is made and entered into by and between **BEAUMONT INDEPENDENT SCHOOL DISTRICT**, an independent school district organized and existing under the Constitution and laws of the State of Texas (the "District"), and **The Bank of New York Mellon Trust Company, N.A.**, a national banking association having a corporate trust office in Dallas, Texas, as escrow agent (together with any successor or assign in such capacity, the "Escrow Agent").

WHEREAS, the District has heretofore issued and there remains outstanding the District's Unlimited Tax Refunding Bonds, Series 2016 (the "Outstanding Obligations"), and the District desires to provide for the defeasance prior to maturity of a portion of certain maturities of the Outstanding Obligations in the aggregate principal amount of \$ _____, as more particularly described in the Schedule of Defeased Bonds attached hereto as **Exhibit "A"** (the "Defeased Bonds"); and

WHEREAS, *Chapter 1207, Texas Government Code, as amended*, authorizes and empowers the District to deposit funds with the Paying Agent for the Defeased Bonds an amount which is sufficient to provide for the payment or redemption of the principal of and interest on the Defeased Bonds; and

WHEREAS, the Board of Trustees of the District has adopted an order authorizing the defeasance of the Defeased Bonds and authorizing, among other things, of providing the funds necessary to pay and defease the Defeased Bonds, thereby providing a net present value savings in debt service; and

WHEREAS, the District has provided pursuant to this Escrow Agreement for the application of funds of the District to provide for the payment of the Defeased Bonds; and

WHEREAS, the Board of Trustees of the District has further determined to effectuate the defeasance of the Defeased Bonds pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of the funds deposited hereunder with the Escrow Agent, so as to provide firm banking and financial arrangements for the discharge and final payment or redemption of the Defeased Bonds;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of the principal of and the interest on the Defeased Bonds, the District and the Escrow Agent contract and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.01 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

"District" shall mean the **BEAUMONT INDEPENDENT SCHOOL DISTRICT**, and any successor to its duties and functions.

"Escrow Agent" shall mean **The Bank of New York Mellon Trust Company, N.A.**, in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

"Escrow Agreement" shall mean this escrow agreement by and between the District and the Escrow Agent, as it may be amended or supplemented from time to time.

"Escrow Fund" shall mean the fund created in Section 3.01 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

"Escrow Funding Date" shall mean the date on which the District deposits with the Escrow Agent the cash and Escrowed Securities described in Section 2.01.

"Escrowed Securities" shall mean the Restricted Acquired Obligations or other eligible securities purchased with the funds deposited into the Escrow Fund, all as more fully described in the Report.

"Paying Agent for the Defeased Bonds" shall mean **The Bank of New York Mellon Trust Company, N.A.**, and any successors thereto.

"Defeased Bond Order" shall mean the District's order authorizing the issuance, sale and delivery of the Defeased Bonds.

"Defeased Bonds" shall mean a portion of certain maturities of the Outstanding Obligations, in the aggregate principal amount of \$ _____, as more particularly identified and described in **Exhibit "A"** attached hereto and incorporated herein by reference.

"Defeasance Order" shall mean the District's Order adopted _____, 2024 authorizing the defeasance of the Defeased Bonds.

"Report" shall mean the verification report prepared by

_____, relating to the defeasance of the Defeased Bonds, a copy of which is attached hereto as **Exhibit "B"**.

"Restricted Acquired Obligations" shall mean the United States Treasury Securities - State and Local Government Series at 0% Interest Rate ("SLGS"), all as more fully described in the Report.

1.02 Interpretations. The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Defeased Bonds in accordance with applicable law.

ARTICLE II

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

2.01 Deposits with Escrow Agent; Acquisition of Escrowed Securities. On or before the date of delivery of the Refunding Bonds, the District will deposit, or cause to be deposited, with the Escrow Agent the following:

(a) Escrowed Securities described in the Report in the principal amount of \$_____ purchased at a purchase price of \$_____, with a portion of the proceeds of the funds deposited with the Escrow Agent; and

(b) A beginning cash balance of \$_____.

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

3.01 Escrow Fund. On the Escrow Funding Date, the Escrow Agent will create on its books a special fund and irrevocable escrow to be known as "**Beaumont Independent School District 2025 Defeasance Escrow Fund**", into which will be deposited the cash and Escrowed Securities described in Section 2.01. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund shall be the property of the Escrow Fund, and shall be applied only in strict conformity with the terms and conditions hereof. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of and interest on the Defeased Bonds, which payment shall be made by timely transfers to the Paying Agent for the Defeased Bonds of such amounts at such times as are provided in Section 3.02 hereof. When the final transfers have been made to the Paying Agent for the Defeased Bonds for the payment of such

principal of and interest on the Defeased Bonds, any balance then remaining in the Escrow Fund shall be transferred to the District, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

3.02 Payment of Principal of and Interest on Defeased Bonds.

(a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Defeased Bonds from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of and interest on the Defeased Bonds as the same become due and payable, all as provided in the Report.

(b) Money transferred to and held by the Paying Agent for the Defeased Bonds in accordance with the provisions hereof shall be held by the Paying Agent for the Defeased Bonds as a segregated account for the respective holders of the Defeased Bonds in connection with which such money is held; provided, however, subject to the provisions of Title 6 of the Texas Property Code regarding Unclaimed Property, that money so held remaining unclaimed by the owners of such Defeased Bonds for three (3) years after the dates on which payment thereon was due, payable and available for payment shall be paid to the District to be used for any lawful purpose. Thereafter, neither the District, the Escrow Agent, the Paying Agent for the Defeased Bonds nor any other person shall be liable or responsible to any holders of such Defeased Bonds for any further payment of such unclaimed money or on account of any such Defeased Bonds.

(c) Except as provided in Article IV hereof, the District hereby covenants and agrees that it will not exercise any right that it may have to redeem any of the Defeased Bonds prior to their scheduled maturities.

(d) If the Escrow Agent learns that the Department of the Treasury or the Bureau of Fiscal Service will not, for any reason, accept a subscription of SLGS that is to be submitted pursuant to this Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the District with respect to funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the District. In the absence of investment instructions from the District, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the District's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

3.03 Sufficiency of Escrow Fund. The District represents (based solely upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Defeased Bonds at the times and in the

amounts required to pay the interest on the Defeased Bonds as such interest comes due and to pay the principal of the Defeased Bonds as the Defeased Bonds mature or are redeemed. If any deficiency results from any error in the calculation of the report, the District shall transfer to the Escrow Agent for deposit to the Escrow Fund to be held pursuant to this Escrow Agreement an additional amount of cash or securities sufficient to provide for such deficiency which transfer shall be made from lawfully available funds.

3.04 Escrow Fund. The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrow Agent agrees that any uninvested funds in the Escrow Fund shall be secured by collateral to the extent they are not insured by the FDIC. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Defeased Bonds; and a special account therefor evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Defeased Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund as are enjoyed by other beneficiaries of similar accounts. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the District, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the District.

ARTICLE IV

REDEMPTION OF CERTAIN DEFEASED BONDS PRIOR TO MATURITY

4.01 Optional Redemption of Certain Defeased Bonds. The District has irrevocably exercised its option to call for redemption prior to maturity the Defeased Bonds as set forth below. Such optional redemption shall be carried out in accordance with the Defeased Bonds Order. The Escrow Agent is hereby authorized to provide funds therefor as set forth in Section 3.02(a) hereof.

Bonds To Be Redeemed

Redemption Dates

Unlimited Tax Refunding Bonds,
Series 2016, maturity _____, in the
Principal Amount of \$ _____

February 15, _____

ARTICLE V

LIMITATION ON INVESTMENTS

5.01 General. Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder; or to make substitutions of the Escrowed Securities; or to sell, transfer or otherwise dispose of the Escrowed Securities, except for the purchase of the Escrowed Securities as described in the Report.

5.02 Substitution of Securities. At the written request of the District, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Defeased Bonds or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and which do not permit the redemption thereof at the option of the obligor. Any such transaction may be effected by the Escrow Agent only if (1) the Escrow Agent shall have received a new verification report together with a written opinion from a nationally recognized firm of certified public accountants acceptable to the District and the Escrow Agent that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal and interest on the remaining Defeased Bonds as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the District and the Escrow Agent to the effect that such transaction will not cause any of the Refunding Bonds to be an "arbitrage bond" within the meaning of the Code, and that such transaction will not result in a violation of the laws of the State of Texas.

ARTICLE VI

RECORDS AND REPORTS

6.01 Records. The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the District and the holders of the Defeased Bonds.

6.02 Reports. For the period beginning on the Escrow Funding Date and ending on **December 31, 2025**, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the District, at the District's request, within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to

the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Defeased Bonds or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

6.03 Notification. The Escrow Agent shall notify the District immediately if at any time during the term of this Escrow Agreement it determines that there is insufficient cash and Escrowed Securities in the Escrow Fund to provide for the transfer to the Paying Agent for the Defeased Bonds for timely payment of all interest on and principal of the Defeased Bonds.

ARTICLE VII

CONCERNING THE ESCROW AGENT

7.01 Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

7.02 Limitation on Liability. The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

The Escrow Agent is not a principal, participant or beneficiary of the underlying transaction to which this Escrow Agreement relates.

The liability of the Escrow Agent to transfer funds to the Paying Agent for the Defeased Bonds for the payments of the principal of and interest on the Defeased Bonds shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the District promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Bonds shall be taken as the statements of the District and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the District thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the District and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the District with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. In determining the occurrence of any such event or contingency the Escrow Agent may request from the District or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with the District, among others, at any time.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

To the full extent permitted by law, the District agrees to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys' fees and expenses of defending itself against any claim or liability in connection with its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability or expense resulting from its own negligence or willful misconduct. The Escrow Agent's right to indemnification shall survive its resignation or removal and the termination of this Agreement.

The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other

agreement, instrument or document between the other parties hereto, in connection herewith. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Escrow Agreement or any other agreement. **IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS ESCROW AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

The Escrow Agent shall have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel to the Issuer addressed and delivered to the Escrow Agent.

The Escrow Agent have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees.

7.03 Compensation.

(a) On the Escrow Funding Date, the District will pay the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement, the sum of \$ _____, in cash.

This sum does not include the cost of publication, printing costs or reasonable out-of-pocket expenses of the Escrow Agent. If the Escrow Agent incurs any out-of-pocket expenses or is requested to perform any extraordinary services hereunder, the District hereby agrees to reimburse the Escrow Agent for such out-of-pocket expenses and to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the District for the reimbursement of such out-of-pocket expenses and for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) **The Bank of New York Mellon Trust Company, N.A.**, serves as Paying Agent for the Defeased Bonds. By execution of the Consent to Escrow Agreement attached hereto, **The Bank of New York Mellon Trust Company, N.A.** agrees to continue to serve as Paying Agent for the life of the Defeased Bonds, and it will serve as Paying Agent for the Defeased Bonds for the compensation provided under the fee schedule currently in effect and it will look to the District directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the District for recovery of the fees owing under the paying agency agreement for which it serves.

7.04 Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should cease to be the Escrow Agent hereunder, a vacancy shall forthwith exist hereunder in the office of the Escrow Agent. Any successor Escrow Agent appointed by the District shall succeed, without further act, to all the rights, immunities, powers and trusts of the predecessor Escrow Agent hereunder. Any successor Escrow Agent must be qualified under the laws of the State of Texas to serve as an escrow agent and must be authorized to exercise corporate trust powers. No resignation or removal of the Escrow Agent and no early termination of this Agreement shall occur until a successor Escrow Agent has been appointed who is qualified to serve as Escrow Agent hereunder and who has accepted such appointment. Upon the request of any such successor Escrow Agent, the District shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such immunities, rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder equal to the portion of such fee attributable to duties to be performed after the date of succession.

The Escrow Agent may resign at any time by giving written notice thereof to the District. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within 60 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

ARTICLE VIII

MISCELLANEOUS

8.01 Notices. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed as follows:

To the Escrow Agent:

The Bank of New York Mellon Trust Company, N.A.
2001 Bryan Street, 11th Floor
Dallas, TX 75201
Attention: Issuer Administrative Services

To the District:

Beaumont Independent School District
3395 Harrison Avenue
Beaumont, TX 77706
ATTENTION: Superintendent

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten days prior notice thereof.

8.02 Termination of Escrow Agent's Obligations. Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the District, the holders of the Defeased Bonds or to any other person or persons in connection with this Escrow Agreement.

8.03 Binding Agreement. This Escrow Agreement shall be binding upon the District, and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the holders of the Defeased Bonds, the District, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement may not be modified except with the prior consent of the holders of all of the Defeased Bonds.

8.04 Severability. In case any one or more of the provisions contained in this Escrow 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 of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or

unenforceable provision had never been contained herein.

8.05 Governing Law. This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

8.06 Time of Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

8.07 Compliance With Texas Government Code.

(a) Iran, Sudan and Foreign Terrorist Organizations. The Escrow Agent represents that, as of the date of this Escrow Agreement, to the extent this Escrow Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code.

(b) Verification Regarding Energy Company Boycotts. For the purposes of Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), the Escrow Agent and the District acknowledge and agree that this Agreement has an aggregate value of less than \$100,000, and in no event will the District pay the Escrow Agent in excess of \$100,000 for its services.

(c) Verification Regarding Discrimination Against Firearm Entity or Trade Association. For purposes of Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), the Escrow Agent and the District acknowledge and agree that this Agreement has an aggregate value of less than \$100,000, and in no event will the District pay the Escrow Agent in excess of \$100,000 for its services.

EXECUTED effective as of the Escrow Funding Date as defined herein.

The Bank of New York Mellon Trust Company, N.A., as Escrow Agent

By: _____
Name: _____
Title: _____

Beaumont Independent School District

By: _____
President, Board of Trustees

(SEAL)

By: _____
Secretary, Board of Trustees

CONSENT TO ESCROW AGREEMENT

Upon receipt of sufficient funds from the Escrow Agent, **The Bank of New York Mellon Trust Company, N.A.**, as Paying Agent for the Defeased Bonds (as defined in the foregoing Escrow Agreement), hereby acknowledges and consents to provide for the full and timely payment of the principal of and interest on such series of Defeased Bonds. **The Bank of New York Mellon Trust Company, N.A.** further consents to the management of the Escrow Fund by the Escrow Agent in accordance with the terms and conditions of the Escrow Agreement and agrees to be bound by the terms of the Escrow Agreement with respect to its obligations as a paying agent.

The Bank of New York Mellon Trust Company, N.A. agrees to continue to serve as Paying Agent for which it is now serving as Paying Agent, and it will serve as Paying Agent for each of the Series of the Defeased Bonds for the compensation provided under the fee schedule currently in effect and it will look to the District directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the District for recovery of the fees owing under the paying agency agreement for which it serves.

**The Bank of New York Mellon Trust Company, N.A., as
Escrow Agent**

By: _____
Name: _____
Title: _____

6. Adopt the 2024-2025 Tax Levy Ordinance and Resolution, Including Adoption of the Tax Rate for 2024 Tax Year

**Beaumont Independent School District
Resolution of the Board to Set 2024 Tax Rate**

The Board of Trustees of the Beaumont School District, hereby levy or set the tax rate on \$100 valuation for the District for the tax year 2024 at a total tax rate of \$0.96491, to be assessed and collected by the duly specified assessor and collector as follows:

\$ 0.8023 for the purpose of maintenance and operations, and

\$ 0.16261 for the purpose of payment of principal and interest on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 6.30 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$57.19.

Adopted this 15th day of August, 2024, by the Beaumont Independent School District Board of Trustees.

Matilda "Tillie" Hickman, Board President

Denise Wallace-Spooner, Board Secretary

7. Approve an Election Order and Notice for Voter-Approval Tax Rate Election on November 5, 2024



Board Exhibit Cover Sheet

Meeting Date: August 15, 2024

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

Agenda Item Title: Approve an Election Order and Notice for Voter-Approval Tax Rate Election on November 5, 2024

Cabinet Level Presenter(s): Cheryl Hernandez

Executive Summary: The administration is recommending and anticipates the Board will approve a tax rate that exceeds the district's voter-approval tax rate; therefore, Section 26.08 of the Texas Property Tax Code requires the registered voters of the district must determine whether to approve the adopted tax rate. It further states the governing body shall order that the election be held in the school district on the next uniform election date that occurs after the date of the election order. The proposition to be considered by voters is specified by law and must read:

"Ratifying the ad valorem tax rate of \$0.96491 in Beaumont ISD for the current year, a rate that will result in an increase of 14.3 percent in maintenance and operations tax revenue for the district for the current year as compared to the preceding year, which is an additional \$13,087,884."

The proposed rate is \$0.96491, which includes \$0.8023 for Maintenance and Operation and \$0.16261 for debt services. The rate is reduced by \$0.0215 from 2023; however, voter approval continues to be required, as the proposed rate exceeds the Voter Approval Tax Rate of \$0.90772.

Recommendation: Approve the Election Order Calling a Voter Approval Tax Rate Election on November 5, 2024

Cheryl Hernandez
Cabinet Level Presenter's Signature

8/7/2024
Date

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

Date

General Counsel's Signature

Date

**BEAUMONT INDEPENDENT SCHOOL DISTRICT
ORDER CALLING A VOTER-APPROVAL TAX RATE ELECTION**

WHEREAS, on August 15, 2024, the Board of Trustees (the “Board”) of the Beaumont Independent School District (the “District”), located in Jefferson County, Texas, adopted a tax rate for the current year of \$0.96491 per \$100 of taxable assessed valuation, which exceeds the District’s voter-approval rate;

WHEREAS, Texas Tax Code Section 26.08(b) requires the Board to order an election to ratify an adopted tax rate that exceeds the District’s voter-approval rate;

WHEREAS, in accordance with the Texas Tax Code, the Board hereby finds and determines that it should Order a Voter-Approval Tax Rate Election to be held on November 5, 2024, (the “Election”);

WHEREAS, the District will enter an interlocal agreement with Jefferson County, Texas (the “County”) for the administration of the Election (the “Election Contract”); and

WHEREAS, the County, acting through the Jefferson County Elections Administrator (the “Administrator”) in accordance with the Election Contract, will administer the Election; and

WHEREAS, the Election will be held jointly with other political subdivisions for which Jefferson County is also conducting elections, in accordance with the provisions of Texas Election Code Section 271.002; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Order was adopted by the Board was open to the public, and public notice of the time, place, and purpose of the meeting was given, all as required by the Texas Government Code, Chapter 551.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE BEAUMONT INDEPENDENT SCHOOL DISTRICT:

Section 1. Recitals. The statements contained in the preamble of this Order are true and correct and adopted as findings of fact and operative provisions hereof.

Section 2. Order of Election; Election Date; Eligible Electors. The Election shall be held in the District on November 5, 2024, (“Election Day”), which is a uniform election date under the Texas Election Code, as amended, and is seventy-eight (78) or more days from the date of the adoption of this Order, at which all resident, qualified electors shall be entitled to vote on the proposition below:

Section 3. Conduct of the Election. The Election is to be conducted and administered by the County as provided by the Election Contract, Chapter 271 and Chapter 31, Subchapter D of the Texas Election Code (the “Code”), the Texas Education Code, and the Constitution and laws of the State of Texas and the United States of America.

Section 4. Voting. Voting on Election Day shall occur on the dates and during the hours and at the designated polling places as set forth in **Exhibit A** (attached hereto and incorporated herein for all intents and purposes) and hereby designated as voting locations. **Exhibit A** shall be modified to include additional or different Election Day polling places required to conform to the Election

Contract and/or the Code.

Electronic voting machines may be used in holding and conducting the Election on Election Day; provided, however, in the event the use of such electronic voting machines is not practicable, the Election may be conducted on Election Day by the use of paper ballots (except as otherwise provided in this section). Electronic voting machines or paper ballots may be used for early voting by personal appearance (except as otherwise provided in this section). As required by the Election Code, the District shall provide at least one accessible voting system in each polling place used in the Election. Such voting system shall comply with Texas and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Paper ballots may be used for early voting by mail.

Pursuant to the federal Help America Vote Act (“HAVA”) and the Code, at each polling place there shall be at least one voting system that is equipped for disabled individuals, and each such voting system shall be a system that has been certified by the Texas Secretary of State as compliant with HAVA and the Code. The District hereby finds that the voting system to be used by the Administrator in administering the Election is such a system, and orders that such voting equipment or other equipment certified by the Texas Secretary of State shall be used by the District in its elections.

Each voter desiring to vote in favor of the Proposition shall mark the ballot indicating “FOR” such Proposition, and each voter desiring to vote against the Proposition shall mark the ballot indicating “AGAINST” such Proposition. Voting will be conducted in accordance with the Election Code.

Section 5. Early Voting. Early voting by personal appearance and by mail shall be administered by the County. Early Voting by personal appearance shall begin on October 21, 2024, and conclude on November 1, 2024, at the polling locations specified in **Exhibit A** and hereby designated as the early voting locations. The early voting locations shall remain open for early voting by personal appearance for any registered voter of the District during the times designated in **Exhibit A**. The polling locations and times listed in **Exhibit A** shall be modified to include additional or different early voting polling places required to conform to the Election Contract and/or the Code.

The Election Administrator is appointed as the Early Voting Clerk. Applications for ballots for voting by mail shall be addressed as designated in Section 7 below. For the use of those voters who are entitled by law to vote early by mail, the early voting clerk shall provide each voter with a ballot with instructions to mark the ballot indicating his or her vote “FOR” or “AGAINST” the Proposition.

Section 6. Election Officials. The appointment of the Presiding Election Judges, Alternate Judges, Early Voting Clerks, the Presiding Judge of the early ballot board and other election officials for the Election shall be made by the Administrator. Pursuant to the Election Code, a public school of instruction for all election officers and clerks may be held as arranged or contracted by the Election Administrator.

Section 7. Voting by Mail. Applications for voting by mail for all residents of the District shall be submitted, prior to the applicable deadline prescribed by law to:

Jefferson County Clerk
P.O. Box 1151
Beaumont, Texas 77701
Email: countyclerk@jeffcotx.us
Facsimile to (409) 839-2394.

If submitted by email or facsimile, a hard copy of the application must be mailed to the foregoing address within four business days of sending the email or facsimile. For the use of those voters who are entitled by law to vote by mail, the voting clerk shall provide each voter with a ballot with instructions to mark the ballot indicating his or her vote “FOR” or “AGAINST” the Proposition.

Section 8. Proposition. At the Election there shall be submitted to the resident, qualified electors of the District the following proposition (the “Proposition”):

Beaumont Independent School District - Proposition A

Shall the Board of Trustees of the Beaumont Independent School District be authorized to levy an ad valorem tax rate of \$0.96491 per \$100 of the taxable assessed valuation of property within the Beaumont Independent School District for the current tax year, being a rate that is comprised of a maintenance and operations tax rate of \$0.8023 per \$100 of such taxable assessed valuation (an amount that is set annually by the Board, as limited by the maximum amount previously authorized by the District’s voters and certain other limitations imposed by applicable law) and a debt service tax rate of \$0.16261 per \$100 of such taxable assessed value (an amount that is set annually by the Board), which combined tax rate of \$0.96491 represents an increase of 14.3 percent (%) (or \$13,087,884) in maintenance and operations tax revenue to the District in the 2024-2025 school year as compared to the preceding year, pursuant to Section 26.08, Texas Tax Code, as amended?

Section 9. Ballot. Ballots for the Election shall conform to the requirements of the Election Code and shall have written or printed thereon the following:

BEAUMONT INDEPENDENT SCHOOL DISTRICT - PROPOSITION A

- | | | |
|-------------|---|---|
| |) | Ratifying the ad valorem tax rate of \$0.96491 per \$100 |
| [] FOR |) | valuation in Beaumont Independent School District for |
| |) | the current year, a rate that will result in an increase of |
| |) | 14.3% percent in maintenance and operations tax revenue |
| [] AGAINST |) | for the district for the current year as compared to the |
| |) | preceding year, which is an increase of \$13,087,884. |

Section 10. Authority to Execute Election Contract. The Board hereby authorizes the Superintendent, Chief Financial Officer, President, Vice President or the Secretary of the Board to execute or attest on behalf of the District the Election Contract with the County.

Section 11. Multilingual Election Material. For Jefferson County, all notices, instructions, and ballots pertaining to the Election shall be furnished to voters in languages required by law and persons capable of acting as translators in languages required by law shall be made available to assist in understanding and participating in the election process.

Section 12. Notice of Election. Notice of the Election, including a Spanish translation thereof, shall be published at least one time in a newspaper of general circulation in the District, with such publication occurring not more than 30 days and not less than 10 days before Election Day. Additionally, notice of the Election, including a Spanish translation thereof, shall be posted in a public place in each election precinct within the District not later than the 21st day before Election Day.

Section 13. Authority of the Superintendent. The Board hereby authorizes the President of the Board, the Superintendent and the Chief Financial Officer of the District, individually or collectively, or the respective designee of either, to make such technical modifications to this Order that are necessary for compliance with applicable Texas or federal law or to carry out the intent of the Board, as evidenced herein. By incorporating all essential terms necessary for a joint election agreement, this Order is intended to satisfy Section 271.002(d) of the Texas Election Code, as amended, without further action of the Board.

Section 14. Delivery of Voted Ballots; Counting; Tabulation; Canvassing of Returns; Declaring Results. The ballots shall be counted by one or more teams of election officers assigned by the presiding judges, each team to consist of two or more election officers. After completion of his responsibilities under the Election Code, including the counting of the voted ballots and the tabulation of the results, the presiding judge shall make a written return of the Election results to the District in accordance with the Election Code. The Board shall canvass the returns and declare the results of the Election.

If a majority of the resident, qualified electors of the District voting at the Election, including those voting early, shall vote in favor of the Proposition, then the tax rate for the current year shall be the rate adopted by the Board. If the Proposition is not approved, then the Board may not adopt a rate that exceeds the District’s voter-approval tax rate.

Section 15. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters ordered herein. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

Section 16. Effective Date. This Election Order is effective immediately upon its passage and approval by the Board.

PASSED AND APPROVED ON AUGUST 15, 2024.

___ FOR
___ AGAINST
___ OTHER: _____

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

EARLY VOTING October 21 – November 1

November Presidential Election – Countywide Polling – All precincts may vote at any Vote Center.
(*Noviembre Presidencial eleccion – Lugares de votacion en todo el condado – Todos los precintos pueden votar en cualquier centro de votacion.*)

Election Day Polling Places	Address	City, State, Zip Code
<i>Localizaciones</i>	<i>Direccion</i>	<i>Ciudad, Estado,Codigo postal</i>
Precinct 1 Service Center (Front Conference Room)	20205 W. Hwy 90	China, TX 77613
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
Hebert Library (Community Room)	2025 Merriman St	Port Neches, TX 77651
Ray Chesson Office Building (Courtroom)	19217 FM 365	Beaumont, TX 77705
Marion & Ed Hughes Public Library (Meeting Room)	2712 Nederland Ave	Nederland, TX 77627
Groves Activity Building (Lounge)	6150 39 th Street	Groves, TX 77619
Jefferson County Sub-Courthouse (Foyer)	525 Lakeshore Dr	Port Arthur, TX 77640
Port Arthur Library (Lucy Stiefel Gallery)	4615 9 th Avenue	Port Arthur, TX 77642
Jefferson County Courthouse (Lobby)	1085 Pearl St	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones anteriores):

October 21 – 25, 2024 (Octubre 21 – 25, 2024)	Monday - Friday (Lunes -Viernes)	8:00 a.m. - 5:00 p.m.
October 26, 2024 (Octubre 26, 2024)	Saturday (Sábado)	7:00 a.m. - 7:00 p.m.
October 27, 2024 (Octubre 27, 2024)	Sunday (Domingo)	12:00 p.m. - 6:00 p.m.
October 28 – November 1, 2024 (Octubre 28 – Noviembre 1, 2024)	Monday – Friday (Lunes – Viernes)	7:00 a.m. – 7:00 p.m.

ELECTION DAY NOVEMBER 5, 2024

November Presidential Election – Countywide Polling – All precincts may vote at any Vote Center.
(*Noviembre Presidencial eleccion – Lugares de votacion en todo el condado – Todos los precinctos pueden votar en cualquier centro de votacion.*)

Election Day Polling Places	Address	City, State, Zip Code
<i>Localizaciones</i>	<i>Direccion</i>	<i>Cuidad, Estado,Codigo postal</i>
Amelia Elementary School (Gymnasium)	565 S. Major Dr	Beaumont, TX 77707
BISD Administration Building (Boardroom)	3395 Harrison Ave	Beaumont, TX 77706
Precinct 1 Service Center (Front Conference Room)	20205 W. Hwy 90	China, TX 77613
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
RC Miller Library (Meeting Room)	1605 Dowlen Road	Beaumont, TX 77706
Caldwood Elementary (Gymnasium)	102 Berkshire Lane	Beaumont, TX 77707
Bevil Oaks Civic Center	7390 Sweetgum Road	Bevil Oaks, TX 77713
Hebert Library (Community Room)	2025 Merriman St	Port Neches, TX 77651
Jefferson County WCID 10 Fire Station (Front Lobby)	2024 Spurlock Rd.	Nederland, TX 77627
Nederland Recreation Center (Meeting Room)	2301 Avenue H	Nederland, TX 77627
Ray Chesson Office Building (Courtroom)	19217 FM 365	Beaumont, TX 77705
Jefferson County ESD #4 (Main Meeting Room)	12880 FM 365	Beaumont, TX 77705
Marion & Ed Hughes Public Library (Meeting Room)	2712 Nederland Ave	Nederland, TX 77627
Groves Activity Building (Lounge)	6150 39 th Street	Groves, TX 77619
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John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Precinct 4 Service Center (Conference Room)	7780 Boyt Rd	Beaumont, TX 77713
Roy Guess Elementary (Hallway near Gymnasium)	8055 Voth Rd.	Beaumont, TX 77708
Sterling Pruitt Center (Multi-purpose Room)	2930 Gulf St	Beaumont, TX 77703
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8. Agreement and Resolution for Joint Election with Jefferson County regarding
Beaumont ISD VATR Election



JOINT ELECTION AGREEMENT AND
ELECTION SERVICES CONTRACT
BETWEEN JEFFERSON COUNTY, TEXAS
AND
BEAUMONT ISD

This agreement made and entered into, by and between **Jefferson County, Texas** (“County”), acting hereinafter by and under the authority granted to her by sections 31.091 & 31.092 of the Texas Election Code, the **County Election Officer, Roxanne Acosta-Hellberg, County Clerk for Jefferson County, Texas**, (hereinafter referred to as “County Election Officer”), and **Beaumont ISD**, (hereinafter referred to as “Political Subdivision”), acting herein by and through its governing body regardless of the name assigned to such governing body (hereinafter collectively referred to as “Parties”).

WHEREAS, Political Subdivision is required to conduct an election on **November 5, 2024**; and the parties desire that the County Election Officer conduct the election for the Political Subdivision and, possibly, other political subdivisions located, in whole or in part, in Jefferson County, Texas. If other political subdivisions enter into a contract with the County for the purpose that the County Election Officer will run the election for the other political subdivisions, or expressly joins in this contract, Political Subdivision intends to reimburse Jefferson County, Texas the cost of running such election as determined by the County Election Officer, or share the cost of running the election with other political subdivisions based on the following terms and conditions.

THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT is made this ____ day of _____, 2024, by and between the Political Subdivision, and the County, pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

- 1. RECITALS.** Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and County Election Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having County Election Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its **November 5, 2024** Election. The County’s voting equipment is to be used in this Election. The rental rate for the use of this election equipment has been approved by the Commissioners Court for Jefferson County, Texas.

2. DUTIES AND SERVICES OF COUNTY ELECTION OFFICER. County Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Notify and coordinate presiding election judges, alternate judges, and all other election officials required to administer this Election. The County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners Court.

(b) Arrange for poll worker training through a third party or conduct necessary training. Notify all early voting and election day officials of the date, time and place thereof.

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

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

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

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

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

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

(i) Serve as Custodian of Records for election records in County Election Officer's custody and

provide for the retention of said election records as provided by law.

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

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

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

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

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

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

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

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

(c) Political Subdivision shall adopt the early voting and election day vote center polling locations used by the County. Political Subdivision shall adopt all early voting dates, and hours recommended by the County Election Officer in accordance with the Texas Election Code. Political Subdivision shall adopt the Election Day Vote Center polling locations for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the

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

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the Election Day Calendar published by the Secretary of State of Texas for the **November 5, 2024** General Election, known as the SOS Election Day Calendar for **November 5, 2024**.

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

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

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

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

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

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

(l) Political Subdivision agrees to enter into a Joint Election Agreement with any other political subdivision in Jefferson County which enters into an Election Services Contract with the County

and which holds an election on November 5, 2024.

4. COST OF SERVICES. Political Subdivision shall share some expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that County Election Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

(a) Costs for early voting and election day may include: equipment delivery, supplies, mail ballots, payroll, equipment leasing, and any additional costs, will be shared proportionally between all political subdivisions which enter into a joint election agreement with County according to the number of voting precincts within each political subdivision. (See the Estimated Election Cost Sheet attached).

5. GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the Election Day Calendar without prior agreement of County Election Officer may result in cancellation of County Election Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of County Election Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost but not less than \$75.00, in accordance with section 31.100(d) of the Texas Elections Code. Adherence to the Secretary of State of Texas' Election Day Calendar is critical because of the County's obligation to complete all programming and testing; to process, print and mail military and overseas ballots by state/federal deadlines; the County's duty to conduct federal, state, county elections; and/or other contracted elections.

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

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

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

(e) The County Election Officer may contract with numerous political subdivisions for the Joint Election, and the parties agree that all ballot styles will be programmed into one voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for

which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

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

(g) The County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, entity shall make such arrangements separate from this Agreement.

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

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by 60th day before election day. If Political Subdivision's election is cancelled after deadline, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by County Election Officer on behalf of Political Subdivision prior to said cancellation.

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

6. DISPUTE RESOLUTION PROCEDURE

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180th day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement, nor the conduct, act or inaction by any person in the execution,

administration or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

7. ENTIRE AGREEMENT/AMENDMENT

This Agreement constitutes the entire agreement between **Beaumont ISD** and Jefferson County, Texas. This Agreement may be amended only in writing and signed by the parties.

8. NOTICES

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

BEAUMONT ISD: Dr. Shannon Allen
Superintendent
Beaumont ISD
3395 Harrison
Beaumont, TX 77706

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

IN WITNESS WHEREOF, each of the parties agree to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 2024.

BEAUMONT ISD:

By: _____
Name: Dr. Shannon Allen
Beaumont ISD

Attest: _____

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 2024.

JEFFERSON COUNTY:

By: _____
Name: Roxanne Acosta-Hellberg
Title: County Election Officer for Jefferson County, Texas.

Received and filed:
Jefferson County

By: _____
Hon. Jeff Branick
Title: County Judge for Jefferson County, Texas.

Attest:
County Clerk Jefferson County, Texas

By: _____
Name: Roxanne Acosta-Hellberg
Title: County Clerk for Jefferson County, Texas.

Date Copy of agreement Furnished
to County Treasurer for Jefferson County, Texas: _____

Date Copy of agreement Furnished
to the Auditor for Jefferson County, Texas: _____

ESTIMATED ELECTION COSTS

Costs may be adjusted for changes at the time of the election

#1 Publish Legal Notices

Publish Legal Notices – the Number of published posts based on type of Election TBD

#2 Transportation of Voting Equipment

Rental cost of trucks to transport voting equipment during EV & ED. TBD

#3 Polling Location Site Rental

Rental fees charged by locations TBD

#4 Professional Services

Contracted services – includes cost of support personnel and mail ballot services TBD

#5 EV & ED Field Tech Support

Wages and mileage for Field Technicians TBD

#6 EV & ED Supplies

Election Kits – extension cords, seals, PPE, envelopes, power strips, etc. \$ 50.00
A – Frames and totems \$ 145.00
File box with forms \$ 250.00

#7 Internet Service for Cell Phones and Wifi Cards

Cell Phones and Internet Service \$35.00
Wifi Cards and Internet Service \$35.00

#8 Printing Fees and Postage

Cost of all printed ballots (ballots by mail, sample ballots and test ballots)/sheet \$.50
Mail Ballots per set (completed in house) \$ TBD
Mail Ballots to be cured per set \$ TBD
Cost of Activation Cards (ballots) TBD

#9 Public Test, EVBB, SVC and CCS Personnel Costs

Payroll costs associated with the operation of the EVBB, SVC, CCS and Public Test. TBD

#10 Early Voting Personnel and Other Training

Wages, training and expenses for training of Early Voting personnel TBD

#11 Election Day Personnel

Wages, training and other expenses for Election Day personnel TBD

#12 Security and Maintenance Personnel for EV and ED

Overtime wages for Sheriff Deputies and Maintenance personnel TBD

#13 & #14 Early Voting & Election Day Equipment Usage Fees

DS200 Scanner/Tabulator with Cart	\$450.00
Quad Cart with 4 ExpressVote Machines	\$850.00
ExpressVote wit Curbside Cart	\$215.00
ES&S Pollbook + Printer	\$100.00
DS450 – 2 in the Central Counting Station (CCS)	\$1,030.00

#15 - 10% Administrative Fee (TEC Section 31.100)

10% Administrative Fee allowed by statute. TBD

*Proportionate costs will be calculated based on the number of voting precincts in the Political Subdivision divided by the total number of voting precincts participating in this election.

**Political Subdivision located in 1 to 5 precincts, in whole or in part, shall not be charged over \$10,000.00 for a joint election with county/state races.

***Political Subdivision requiring run-off elections will be billed 100% of the cost of the election.

****For those elections where the County is not a participant, costs shall be allocated based on the number of precincts, in whole or in part, encompassed by the Political Subdivision.

EARLY VOTING
October 21 – November 1

November Presidential Election – Countywide Polling – All precincts may vote at any Vote Center.
(Noviembre Presidencial eleccion – Lugares de votacion en todo el condado – Todos los precinctos pueden votar en cualquier centro de votacion.)

Election Day Polling Places <i>Localizaciones</i>	Address <i>Direccion</i>	City, State, Zip Code <i>Cuidad, Estado,Codigo postal</i>
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John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones anteriores):

October 21 – 25, 2024 (Octubre 21 – 25, 2024)	Monday - Friday (Lunes -Viernes)	8:00 a.m. - 5:00 p.m.
October 26, 2024 (Octubre 26, 2024)	Saturday (Sábado)	7:00 a.m. - 7:00 p.m.
October 27, 2024 (Octubre 27, 2024)	Sunday (Domingo)	12:00 p.m. - 6:00 p.m.
October 28 – November 1, 2024 (Octubre 28 – Noviembre 1, 2024)	Monday – Friday (Lunes – Viernes)	7:00 a.m. – 7:00 p.m.

ELECTION DAY NOVEMBER 5, 2024

November Presidential Election – Countywide Polling – All precincts may vote at any Vote Center.
(*Noviembre Presidencial eleccion – Lugares de votacion en todo el condado – Todos los precinctos pueden votar en cualquier centro de votacion.*)

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