

Regular Meeting

Thursday, April 17, 2025 5:00 PM

Board Room of the Beaumont ISD Administration Building, 3395 Harrison Ave,
Beaumont, TX 77706-5009

I. INTRODUCTION

I.A. ROLL CALL

I.A.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:

I.A.1.a. LEGAL

I.A.1.a.1. Pending or contemplated litigation matters and status report

I.A.1.a.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

I.A.1.b. PERSONNEL

I.A.1.b.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

I.A.1.c. REAL ESTATE

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

I.A.1.d. ECONOMIC DEVELOPMENT

I.A.1.d.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. BUDGET WORKSHOP

II.A. Budget Presentation

III. REGULAR OPEN BOARD MEETING

III.A. INTRODUCTION OF REGULAR MEETING

III.A.1. United States and Texas Flags
Pledges of Allegiance

III.A.2. Recognitions

III.B. STUDENT OUTCOMES

III.B.1. Superintendent's Report

III.C. PUBLIC COMMENTS

III.D. INFORMATION ITEMS

III.D.1. Update on Personnel
Activities

III.D.2. Report for Tax Collections

Tax Collection Report
March 31, 2025

	Taxes Collected			
	3/31/25		3/31/24	
	M & O	I & S	M & O	I & S
Current	1,436,519.63	291,153.48	898,524.65	309,315.80
Delinquent	104,697.38	31,233.35	(116,474.39)	(33,091.18)
Penalties & Interest	155,545.21	35,273.72	121,666.50	38,468.56
Totals	1,696,762.22	357,660.55	903,716.76	314,693.18

Current Taxes			
Tax Levy	Collections for 03/31/2025	YTD Current Collections	Collected Percentage
132,334,084.63	1,727,673.11	126,104,066.84	95.29%

Two Year Comparison	
Current Year as of 03/31/2025	Prior Year as of 03/31/2024
95.29%	95.41%

AGENDA:
April 17, 2025

III.D.3. Report for General Fund
Revenue and Expenditures



Board Exhibit Cover Sheet

Meeting Date: April 17, 2025

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

Agenda Item Title: Report – General Fund Summary

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: N/A

Recommendation: N/A

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

4/10/2025
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
 March 31, 2025

	Amended Budget	Month To Date	Year to Date Transactions	Outstanding Encumbrances	Balances
REVENUES					
Property Tax Collection (including delinquencies)	104,053,804	1,696,762	103,037,325	-	1,016,479
Sources of Misc Income (Foreign Trade Zone, Athletics...)	22,128,436	485,661	16,523,004	-	5,605,432
State Program Revenues	54,719,895	1,771,186	35,230,182	-	19,489,713
Federal Program Revenues	7,114,949	480,560	1,391,500	-	5,723,449
Other Financing Sources	130,000	3,781	149,150	-	(19,150)
Total Revenues	188,147,084	4,437,950	156,331,161	-	31,815,923
EXPENDITURES					
11 Classroom	93,970,690	7,154,454	66,639,074	479,010	26,852,606
12 Library	1,074,654	91,391	844,042	14,048	216,565
13 Staff Development	565,284	11,336	211,131	34,061	320,092
21 Asst Sups, Directors, Supervisors, Curriculum Coordinators	4,547,681	319,864	3,003,176	95,207	1,449,298
23 Principal, Asst. Principals, Office Clerical	9,978,278	714,912	7,075,380	311,964	2,590,933
31 Counselors	7,889,920	583,476	5,668,711	51,793	2,169,416
32 Social Workers	282,745	15,735	144,681	-	138,064
33 Nurses	2,118,516	161,648	1,525,271	112,986	480,259
34 Transportation	5,827,060	526,451	4,169,963	519,117	1,137,980
36 Extracurricular	6,173,272	355,463	4,203,921	205,275	1,764,076
41 Administration	7,179,737	409,822	4,972,458	210,335	1,996,944
51 Maintenance and Utilites	29,767,005	1,595,099	20,369,746	1,594,741	7,802,518
52 Police and Monitoring Services	5,252,557	353,306	4,154,715	376,934	720,907
53 Data Processing Personnel	3,921,358	127,875	2,551,753	123,376	1,246,229
61 Parent involmt Liaisons, Day Car Workers	759,383	52,566	382,097	1,119	376,167
71 Debt Service	1,114,965	-	1,114,964	-	1
93 Fiscal Agent - Shared Service for Deaf Program	401,950	-	380,944	-	21,006
95 Juvenile Justice Alternative Ed Program	161,860	-	161,860	-	-
99 Other Intergovernmental Charges	11,265,725	324,922	4,432,934	-	6,832,791
Total Expenditures	192,252,640	12,798,320	132,006,821	4,129,966	56,115,853
Net increase (decrease)	(4,105,556)				

III.D.4. Report for Campus Activities
Funds and Donations



Board Exhibit Cover Sheet

Meeting Date: April 17, 2025

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

4/7/2025
Date

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

Date

General Counsel's Signature

Date

**CAMPUS ACTIVITY FUND
EXPLANATION OF AMENDMENTS
MARCH 2025**

West Brook High School	\$ 95,233.00
Explanation: Car Registrations, AP Exams, Library Fines, ID Fines, Program Ads, Chromebook Fees, Cell Phone Fines	
Beaumont United High School	\$ 22,798.00
Explanation: ID Fines, Chromebook Fees, AP Exams, Car Registrations, Cell Phone Fines, Library Fines, Commissions/Vending Machines, Smart ID Fees	
Smith Middle School	\$ -
Explanation:	
Marshall Middle School	\$ 7,595.00
Explanation: Library Fines, Chromebook Fees, Yearbooks, Cell Phone Fines, ID Fines, Smart ID Fees	
Odom Academy	\$ 8,815.00
Explanation: Chromebook Fees, Cell Phone Fines, Library Fines, ID Fines	
Vincent Middle School	\$ 6,572.00
Explanation: Cell Phone Fines, Chromebook Fees	
Amelia Elementary	\$ 2,910.00
Explanation: Donation, Library Fines, Chromebook Fees, Smart ID Fees	
Caldwood Elementary	\$ 18,553.00
Explanation: Chromebook Fees, Smart ID Fees, Book Fair, Donation, Fundraising Proceeds	
Curtis Elementary	\$ 5,978.00
Explanation: Chromebook Fees, Donation, Library Fines	
Fletcher Elementary	\$ 24,020.00
Explanation: Fundraising Proceeds, Commissions/Vending Machines	
Guess Elementary	\$ 6,010.00
Explanation: Commissions/Vending Machines, Chromebook Fees, Donation, Library Fines, Cell Phone Fines	
Regina Howell Elementary	\$ 26,427.00
Explanation: Chromebook Fees, Library Fines, Commission/Vending Machines, Smart ID Fees, Fundraising Proceeds	
Homer Drive Elementary	\$ 9,466.00
Explanation: Cell Phone Fines, Fundraising Proceeds, Commissions/Vending Machines	
Pietzsch Elementary	\$ 1,318.00
Explanation: Cell Phones Fines, Library Fines, ID Fines, Commission/Vending Machines	
Dishman Elementary	\$ 3,510.00
Explanation: Chromebook Fees, Commissions/Vending Machines, Fundraising Proceeds	
Blanchette Elementary	\$ 5,560.00
Explanation: Chromebook Fees, Library Fines, Commission/Vending Machines, Smart ID Fees, Book Fair, Fundraising Proceeds	
Martin Elementary	\$ 1,849.00
Explanation: Library Fines, Dormant Account Transfer	

**CAMPUS ACTIVITY FUND
EXPLANATION OF AMENDMENTS, CONTINUED
MARCH 2025**

Phalen Leadership Academy (Jones-Clark ES)	\$ 315.00
Explanation: Commissions/Vending Machines, Chromebook Fees	
Charlton-Pollard Elementary	\$ 9,048.00
Explanation: Donation, Cheer Club Fees, Library Fines, Smart ID Fees, Chromebook Fees, Fundraising Proceeds	
Fehl Price Classical Academy	\$ -
Explanation:	
Bingman Pre-K Center	\$ -
Explanation:	
Pathways Learning Center	\$ 100.00
Explanation: Chromebook Fees	
Career and Technical Center	\$ 14,793.00
Explanation: CTE Program Proceeds, Donation, Cell Phones	
Brown Center	\$ 1,100.00
Explanation: Chromebook Fees, Cell Phone Fines	
Transportation Dept	\$ 364.00
Explanation: Commissions/Vending Machines	
Maintenance Dept	\$ 55.00
Explanation: Commissions/Vending Machines	
Administration Building	\$ 362.00
Explanation: Commissions/Vending Machines	
Admin. Annex Building	\$ 48.00
Explanation: Commissions/Vending Machines	
Police Dept.	\$ -
Explanation:	
Early College H.S.	\$ 5,216.00
Explanation: Chromebook Fees, Yearbooks, ID Fines, Lost Textbook Fine, Library Fines, Commissions/Vending Machines	
School for the Deaf (Deaf Ed.)	\$ -
Explanation:	
Fine Arts Department	\$ -
Explanation:	

**CAMPUS ACTIVITY FUNDS
BUDGET CHANGE REPORT - MARCH 2025**

		<u>Original Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Revenues</u>				
Local Revenue - Other Sources	461.00.5749.00	315,000	278,015	593,015
<u>Expenditures</u>				
	<u>School Leadership</u>			
West Brook High School	461.XX.6499.00.008.00.000	93,887	95,233	189,120
Beaumont United High School	461.XX.6499.00.014.00.000	27,052	22,798	49,850
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	7,595	17,131
Odom Academy	461.XX.6499.00.047.00.000	7,275	8,815	16,090
Vincent Middle School	461.XX.6499.00.048.00.000	6,674	6,572	13,246
Amelia Elementary	461.XX.6499.00.101.00.000	2,291	2,910	5,201
Caldwood Elementary	461.XX.6499.00.104.00.000	5,029	18,553	23,582
Curtis Elementary	461.XX.6499.00.105.00.000	58,344	5,978	64,322
Fletcher Elementary	461.XX.6499.00.110.00.000	15,968	24,020	39,988
Guess Elementary	461.XX.6499.00.112.00.000	3,899	6,010	9,909
Regina Howell Elementary	461.XX.6499.00.118.00.000	15,488	26,427	41,915
Homer Drive Elementary	461.XX.6499.00.123.00.000	1,397	9,466	10,863
Pietzsch Elementary	461.XX.6499.00.125.00.000	1,832	1,318	3,150
Dishman Elementary	461.XX.6499.00.126.00.000	579	3,510	4,089
Blanchette Elementary	461.XX.6499.00.127.00.000	4,523	5,560	10,083
Martin Elementary	461.XX.6499.00.128.00.000	1,144	1,849	2,993
Phalen Leadership Academy (Jones-Clark)	461.XX.6499.00.129.00.000	12,442	315	12,757
Charlton-Pollard Elementary	461.XX.6499.00.130.00.000	7,463	9,048	16,511
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	-	100	100
Career and Technical Center	461.XX.6499.00.009.00.000	21,065	14,793	35,858
Brown Center	461.XX.6499.00.012.00.000	185	1,100	1,285
Transportation Dept	461.XX.6499.00.920.00.000	491	364	855
Maintenance Dept	461.XX.6499.00.819.00.000	655	55	710
SSA Deaf Program	461.XX.6499.00.838.00.000	51	-	51
Administration Building	461.XX.6499.00.842.00.000	2,915	362	3,277
Admin. Annex Building	461.XX.6499.00.843.00.000	214	48	262
Police Dept.	461.XX.6499.00.850.00.000	307	-	307
Early College H.S.	461.XX.6499.00.013.00.000	4,661	5,216	9,877
Fine Arts Department	461.XX.6499.00.849.00.000	20	-	20
	Total Expenditures	315,000	278,015	593,015
BUDGET CHANGE				
	Total Revenues	315,000	278,015	593,015
	Total Expenditures	(315,000)	(278,015)	(593,015)
	Adjusted Surplus	-	-	-

**DONATION REPORT - MARCH 2025
MONETARY DONATIONS**

<u>Donor Name/Organization</u>	<u>Recipient</u>	<u>Account Number</u>	<u>Amount Given</u>
Michael R. Fuljenz	District Wide - Saturday Reading Tutor Academy	487.00.5749.00.000.00.FUL	\$ 20,000
Anonymous	Odom Academy	865.00.2190.00.047.00.S82	\$ 1,000
Express Mart (Tri-con)	Guess Elementary School	461.00.5749.00.112.00.C47	500

Total Monetary Donations \$ 21,500

**DONATION REPORT - MARCH 2025
RECORD OF DONATED ITEMS**

<u>Donor Name/Organization</u>	<u>SAF Club/Department</u>	<u>Description of Items</u>	<u>Estimated Value</u>
Provost Umphrey Law Firm LLP	Guess Elementary School	Pizza & Drinks	300

III.D.5. Districtwide Intruder
Detection & Audit Report Findings

III.D.6. Report of Facilities
Subcommittee

III.D.7. Announce Board Training
Hours

III.E. CONSENT AGENDA

III.E.1. Minutes of March 20, 2025,
Regular Board Meeting

III.E.2. Approve Policy Amendments
contained in CKE (LOCAL)



Board Exhibit Cover Sheet

Meeting Date: April 10, 2025

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

Agenda Item Title: Approve amendment of Board Policy CKE (Local)

Cabinet Level Presenter(s): Shannon Allen, Superintendent

Additional Presenter(s): Joseph Malbrough, Chief of Police

Executive Summary: TEA provided recommendations to revise local policy to eliminate any language that suggests police officers are authorized to perform the duties of administrators. The proposed amendments are required for purposes of the District's security audit.

Recommendation: Approve amendment of Board Policy CKE (Local)

Budget Impact* (if applicable):

Funding Source (if applicable):

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

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

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

Cabinet Level Presenter's Signature

4/10/25

Date

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

Date

General Counsel's Signature

Date

**District Police
Department**

To ensure sufficient security and protection of students, staff, and property, the Board authorizes the formation of a District police department and shall employ and commission police officers.

Supervisory
Authority

The chief of police shall be accountable to and shall report to the Superintendent. In accordance with law, the Superintendent shall not delegate this supervisory responsibility.

Jurisdiction

The jurisdiction of District police officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Police Authority and
Duties

Each District police officer shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. Subject to limitations in law, each District police officer shall:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, District police officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
- ~~5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.~~
- ~~6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.~~
7. Carry weapons as directed by the chief of police and approved by the Superintendent.
8. Carry out all other duties as directed by the chief of police ~~or Superintendent.~~

	<p>A District police officer shall not be assigned routine classroom discipline or administrative tasks.</p>
<p>Limitations on Nonschool Employment</p>	<p>No officer commissioned under this policy shall provide law enforcement or security services for an outside employer without prior written approval from the chief of police and Superintendent. Each District police officer shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while working off-duty or temporarily assigned to another agency.</p>
<p>Relationship with Outside Agencies</p>	<p>The District's police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into memoranda of understanding and other appropriate interlocal agreements that outline reasonable communication and coordination efforts among the department and the agencies. The chief of police and the Superintendent shall review the memoranda of understanding and other agreements at least once every year. All such agreements shall be approved by the Board.</p>
<p><i>Interlocal Agreement for Mutual Aid</i></p>	<p>While operating pursuant to an interlocal agreement for mutual aid or other support for another law enforcement agency, each District police officer shall perform the duties and have the authorities set out in the agreement, including enforcing all laws within the other agency's jurisdiction.</p>
<p>Video Monitoring</p>	<p>If available, video equipment shall be used on a District police car for safety purposes whenever the flashing lights on the car are in use.</p>
<p><i>Access to Recordings</i></p>	<p>Recordings shall be considered law enforcement records, shall remain in the custody of the chief of police, and shall be maintained as required by the department regulations manual and law. A parent or student who wishes to view a video recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]</p>
<p>Body-Worn Cameras</p>	<p>A District police officer shall use a body-worn camera only when performing official law enforcement duties for the District and in accordance with the provisions of the District police department's body-worn camera program. Each District police officer shall receive training on the program, including proper use and operation of cameras. Any District employee who has access to data from body-worn cameras shall receive training on storage, retention, and release of recordings.</p>
<p>Training</p>	<p>Each District police officer shall receive at least the minimum amount of education and training required by law.</p>

SAFETY PROGRAM/RISK MANAGEMENT
SECURITY PERSONNEL

CKE
(LOCAL)

Department Regulations Manual	To carry out the provisions in this policy, the police department shall compile and maintain a manual that describes and sets forth operational procedures, rules, and regulations pertaining to the administration of police services. The chief of police and the Superintendent shall review the manual annually and make any appropriate revisions.
<i>Racial Profiling</i>	The chief of police shall develop and implement regulations to ensure compliance with laws regarding racial profiling. A District police officer shall not initiate any law enforcement action based on an individual's race, ethnicity, or national origin.
<i>Use of Force</i>	The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the department regulations manual.
<i>High-Speed Pursuit</i>	A District police officer shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the department regulations manual.
Complaints	<p>Complaints against a District police officer shall be in writing on a form provided by the District and shall be signed by the person making the complaint. In accordance with law, the District shall provide to the police officer a copy of the complaint.</p> <p>Appeals regarding this complaint process shall be filed in accordance with DGBA, FNG, or GF, as appropriate.</p> <p>[See CKE(LEGAL) and CKEA(LEGAL)]</p>
Security Officers Authorized to Possess Firearms	To implement the District's comprehensive safety programs, the District shall employ security officers as defined by Occupations Code Chapter 1702. To be authorized to carry a firearm, a security officer shall have completed the Department of Public Safety (DPS) Level III training course in order to be commissioned. The District shall comply with DPS rules for the employment of commissioned security officers. Security officers shall be accountable to and shall report to the Superintendent.
Jurisdiction	The jurisdiction of security officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.
Authorization	Pursuant to its authority under state law, the Board shall authorize security officers to possess certain firearms in schools, at Board meetings, and at school-sponsored or school-related events on

District property, to the extent allowed by law. Each authorized security officer shall have immunities as provided by law.

Each specifically authorized security officer shall be approved by action of the Board. The Superintendent shall issue written authorization to each approved security officer. The written authorization shall specify the District premises and other property where the security officer is authorized to carry a firearm, as well as the means of carrying and storing the firearm.

Revocation

The Superintendent, as well as the Board, shall have the authority to revoke at any time a security officer's authorization to possess a firearm under this policy.

In addition, authorization for a security officer to possess a firearm under this policy shall be automatically revoked if the employee is placed on administrative leave or separates from employment with the District, regardless of the reason.

Duties

An authorized security officer shall not perform routine law enforcement duties unless the duty is performed in response to an emergency that poses a threat of death or serious bodily injury to a student, employee, or other individual on a District campus.

In addition to complying with the relevant DPS regulations, a security officer shall:

1. Act as necessary to protect the safety and welfare of any person in the jurisdiction of the District;
2. Maintain school security by patrolling campus hallways, completing door checks, and monitoring the perimeter of the campus throughout the day;
3. Routinely check exterior doors and interior classroom doors to ensure they are locked;
4. Complete weekly exterior door audits;
5. Inform campus administrators of malfunctioning cameras, doors, locks, gates, windows, etc., that require the submission of a work order for repair;
6. Assist with campus safety drills (i.e., fire, hold, secure, lockdown, evacuate, shelter);
7. Assist and coordinate with law enforcement personnel as needed;
8. Notify the police, fire department, emergency responders, or other appropriate authority of any situation requiring immediate attention; and

SAFETY PROGRAM/RISK MANAGEMENT
SECURITY PERSONNEL

CKE
(LOCAL)

9. Perform other tasks and carry out all other lawful duties as directed by the Superintendent.
- Handgun Licensees Each security officer shall be required to maintain a current license to carry a handgun in accordance with state law.
- Training In addition to the training required by law and applicable DPS rules, each security officer assigned to a campus shall receive training in the following:
1. Student mental health, including suicide awareness;
 2. Trauma-informed care;
 3. Age-appropriate responses;
 4. Child abuse identification and reporting;
 5. Bullying, cyberbullying, harassment, and dating violence;
 6. Special accommodations for students with disabilities (including behavior de-escalation techniques);
 7. Confidentiality; and
 8. Board policies and District regulations.
- Permitted Weapons and Ammunition Only District-approved firearms and ammunition shall be authorized for possession and use under this policy and the District's emergency operations procedures.
- Implementation The Superintendent shall ensure that procedures to implement this safety and security program are detailed in the District's emergency operations plan.

III.E.3. Approve Recommended Vendors
for Prepared Food & Catering
Services (RFP 25.06)



Board Exhibit Cover Sheet

Meeting Date: April 17, 2025

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

Agenda Item Title: Approve Recommended Vendors for Prepared Food & Catering Services (RFP 25.06)

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: A Request for Proposals was issued for Prepared Food & Catering Services. The intention of the RFP is to contract with multiple restaurant vendors to provide food and catering services for business meetings, workshops, trainings for staff, athletic events, and all other special events. The district intends to award many vendors for a 5-year contract term. This is final round of recommended vendors.

Recommendation: Award the recommended vendors on the attached Proposal Evaluation Tabulation.

Budget Impact* (if applicable):

Funding Source (if applicable):

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

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

REQUEST FOR PROPOSAL EVALUATION TABULATION (3 OF 3)
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 25.06 – PREPARED FOOD AND CATERING SERVICES

PROPOSAL EVALUATION TABULATION

PROPOSAL OPENING APRIL 4, 2025 @ 2:00 P.M.

<u>OFFEROR'S COMPANY NAME</u>	<u>RESPONSIVE</u>	<u>TOTAL POINTS SCORED</u>
Twisted Egg Shack (Recommended)	Y	93.8
Frankie's Italian Grill (Recommended)	Y	96.0
Toasted Yolk (Recommended)	Y	96.8
Taco Mex Fire (Recommended)	Y	97.6
Domino's Pizza (Recommended)	Y	87.7
Pappy's Creole Kitchen & Catering (Recommended)	Y	85.0
Cai'Mars Catering (Recommended)	Y	95.0
5U Golf Center, LLC (Recommended)	Y	89.0

This is the final round of recommended vendors.

Evaluator:
 Kristin Gentry – Purchasing Director

<u>Evaluation Criteria</u>	<u>Possible Points</u>
Price Proposal	35 points
Reputation of Vendor and Goods/Services	20 points
Quality of Vendor's Goods/Services	20 points
Extent to which goods/services meet BISD needs	20 points
Prior Relationship w/BISD	5 points

III.E.4. Approve Rankings and
Recommended Vendor for
Professional Development Platform
(RFP 25.10)



Board Exhibit Cover Sheet

Meeting Date: April 17, 2025

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

Agenda Item Title: Approve Rankings and Contract Award for Professional Development Platform (RFP 25.10)

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Emily Collins-Davis

Executive Summary: A Request for Proposals was issued for a Professional Development Platform. The Platform will have a contract term of one year, with four optional, one-year renewals.

Recommendation: Approve Alludo Learning to provide the Professional Development Platform.

Budget Impact* (if applicable): Estimated \$72,800 (1200 Users)

Funding Source (if applicable): Title II

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

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

4/7/2025
Date

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

Date

General Counsel's Signature

Date

REQUEST FOR PROPOSAL EVALUATION TABULATION
 BEAUMONT INDEPENDENT SCHOOL DISTRICT
 RFP 25.10 – PROFESSIONAL DEVELOPMENT PLATFORM

PROPOSAL EVALUATION TABULATION

PROPOSAL OPENING MARCH 5, 2025 @ 3:00 P.M.

<u>OFFEROR'S COMPANY NAME</u>	<u>RESPONSIVE</u>	<u>TOTAL POINTS SCORED</u>	<u>RANKING</u>
Torsh Talent	N	No Score	Not Ranked
Canopy Ed Inc.	Y	69.15	2
Teachers of Tomorrow LLC	N	No Score	Not Ranked
Alludo Learning (Recommended)	Y	100	1

Evaluators:

Emily Collins-Davis; Director of Professional Development
 Iman Zachere; Educator Program Specialist

Evaluation Criteria

Possible Points

Price Proposal	50 points
Reputation	15 points
Quality of Vendor's Services	15 points
Extent to which meets the BISD needs	15 points
Long term cost	5 points

**REQUEST FOR COMPETITIVE SEALED PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 25.10 – PROFESSIONAL DEVELOPMENT PLATFORM**

EXHIBIT A: PROPOSAL FORM

IDENTIFICATION OF OFFEROR AND ACCEPTANCE OF TERMS

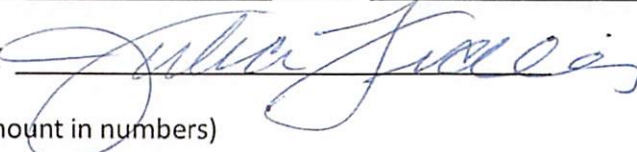
IMPORTANT: A proposal, to be valid, must be manually signed in ink by an authorized person in the space provided. By such signature, Offeror agrees to strictly abide by the terms, conditions, and specifications set out in the Request for Proposals.

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

1.2 SUBMITTED BY: Alludo Learning product of AlpenSpruce Education Solutions Inc.

Address: PO Box 504 Kirkland WA 98083

Phone No.: 206.713.4509 Email: julia@alludolearning.com Date: 2/28/2025

Signature: 

1.3 PRICING: (amount in numbers)

A. Software Licenses, per user (1200 licenses)

\$ 31.50 per user (\$37,800 for 1200)

B. Set up fees including program design & launch, administrator training, and any and all fees relating to implementation of platform

\$ 35,000 - Client Success Package

C. Any other pricing relevant to software platform, not listed above

\$ _____

Description: The Client Success Package is a one time, year one services fee.
Services in year two and beyond are optional and are \$20,000 per year.

D. Please provide an estimated renewal price for platform for Year 2 & Year 3 (after the first year of implementation).

\$ 37,800 for Year 2 - optional services Year 1
would be \$20,000 more. If selected
the total is \$57,800.

\$ 37,800 for Year 3 - optional services Year 2
would be \$20,000 more. If selected
the total is \$57,800.

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 above.

III.E.5. Approve Recommended
Vendor(s) for Fencing Installation
Services (RFP 25.13)



Board Exhibit Cover Sheet

Meeting Date: April 17, 2025

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

Agenda Item Title: Approve Recommended Vendor for Fencing Installation Services (RFP 25.13)

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Randall Maxwell, Allen Devault

Executive Summary: A Request for Proposals was issued for fencing installation services. The scope of work is to provide fencing for the District on an as needed basis. The RFP was issued with an initial contract term of one year, along with the option for up to four one-year renewals.

Recommendation: Award BeauTex Fencing LLC for fencing installation services

Budget Impact* (if applicable):

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

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

4/7/2025
Date

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

Date

General Counsel's Signature

Date

REQUEST FOR PROPOSAL EVALUATION TABULATION
 BEAUMONT INDEPENDENT SCHOOL DISTRICT
 RFP 25.13 – FENCING INSTALLATION SERVICES

PROPOSAL EVALUATION TABULATION

PROPOSAL OPENING APRIL 3, 2025 @ 2:00 P.M.

<u>OFFEROR'S COMPANY NAME</u>	<u>RESPONSIVE</u>	<u>TOTAL POINTS SCORED</u>	<u>RANKING</u>
BeuTex Fence LLC (Recommended)	Y	100	1
Parker Construction & Fence	N		

Evaluators:

Allen DeVault – Director of Maint. & Operations

Evaluation Criteria

Possible Points

Price Proposal	50 points
Experience & Reputation	25 points
Quality of Proposer's Services	15 points
Past Relationship w/BISD	10 points
Proposed Personnel	5 points

III.E.6. Approve the TEKS
Certification and Allotment Survey



Board Exhibit Cover Sheet

Meeting Date: April 17, 2025

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

Agenda Item Title: 2025-26 TEKS Certification and Allotment Survey Ratification

Cabinet Level Presenter(s): Jenny Angelo, Executive Director of C&I

Additional Presenter(s): Brandi Phillips, IMA Coordinator

Executive Summary: In accordance with Texas Education Code §31.04, school districts and open-enrollment charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS) for the coming school year. Additionally, in accordance with Texas Administrative Code 19 TAC §66.105, school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C).

Recommendation: The Board of Trustees approves the TEKS Certification and Allotment Survey.

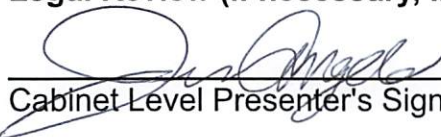
Budget Impact* (if applicable): N/A

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): CMD Legal

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



Cabinet Level Presenter's Signature



Date

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

Date

General Counsel's Signature

Date

Certification of Provision of Instructional Materials Survey 2025–26

Table of Contents

Table of Contents.....	- 2 -
Survey Pre-Work.....	- 4 -
2025–26 Certification of Provision of Instructional Materials	- 4 -
Instructions to Complete the Certification Process for 2025–26.....	- 5 -
Additional Supports.....	- 5 -
Review Terminology.....	- 5 -
About the Qualtrics Survey.....	- 6 -
Certification 2025–26 Survey.....	- 7 -
Background Information	- 7 -
LEA Information	- 7 -
Reading Language Arts Certification.....	- 8 -
Scope and Sequence - All Grade Levels RLA	- 8 -
English Reading Language Arts K–5 TEKS Coverage Certification	- 8 -
English Reading Language Arts K–5 Instructional Materials	- 8 -
Spanish Reading Language Arts K–5 TEKS Coverage Certification	- 9 -
Spanish Reading Language Arts K–5 Instructional Materials	- 9 -
English Reading Language Arts 6–8 TEKS Coverage Certification	- 10 -
English Reading Language Arts 6–8 Instructional Materials	- 11 -
English Reading Language Arts 9–12 TEKS Coverage Certification	- 11 -
English Reading Language Arts 9–12 Instructional Materials	- 11 -
Mathematics Certification.....	- 13 -
Scope and Sequence - All Grade Levels Mathematics	- 13 -
Mathematics K–5 TEKS Coverage Certification	- 13 -
Mathematics K–5 Instructional Materials	- 13 -
Mathematics 6–8 TEKS Coverage Certification	- 14 -
Mathematics 6–8 Instructional Materials	- 14 -
Mathematics 9–12 TEKS Coverage Certification	- 15 -
Mathematics 9–12 Instructional Materials	- 15 -
Social Studies Certification.....	- 16 -
Scope and Sequence - All Grade Levels Social Studies	- 16 -
Social Studies K–5 TEKS Coverage Certification	- 16 -

Social Studies K–5 Instructional Materials	- 16 -
Social Studies 6–8 TEKS Coverage Certification	- 17 -
Social Studies 6–8 Instructional Materials	- 17 -
Social Studies 9–12 TEKS Coverage Certification	- 17 -
Social Studies 9–12 Instructional Materials	- 18 -
Science Certification.....	- 19 -
Scope and Sequence - All Grade Levels Science	- 19 -
Science K–5 TEKS Coverage Certification	- 19 -
Science K–5 Instructional Materials	- 19 -
Science 6–8 TEKS Coverage Certification	- 20 -
Science 6–8 Instructional Materials	- 20 -
Science 9–12 TEKS Coverage Certification	- 20 -
Science 9–12 Instructional Materials	- 21 -
Children’s Internet Protection Act.....	- 22 -
The Children's Internet Protection Act	- 22 -
Additional Informational Questions (Optional)*	- 23 -
Certification 2025-26 Survey Ratification [Printed and uploaded PDF].....	- 25 -
Other Certified Subject Areas	- 26 -

Survey Pre-Work

2025–26 Certification of Provision of Instructional Materials

In accordance with [Texas Education Code 31.1011](#), local educational agencies (LEAs) are required to certify annually to the State Board of Education (SBOE) and the commissioner that students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education.

Additionally, LEAs are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under (i) the Children's Internet Protection Act (Pub. L. No. 106-554); (ii) Section [28.0022](#); (iii) Section [43.22](#), Penal Code; and (iv) any other law or regulation that protects students from obscene or harmful content. The TEKS Certification 2025–26 Survey includes a section to allow LEAs to certify they meet this requirement.

Like last year's process, the agency will utilize the following tools:

Certification 2025–26 Form:

Printable, hard copy of the survey to be completed offline and presented to the board of trustees or governing body for ratification and signatures.

Certification 2025–26 Survey:

Web-based application where LEAs will submit their responses collected on the TEKS Certification 2025–26 Form, and where LEAs will upload the signature page of the Form.

This year's Certification Process requires:

- The completion of the Certification 2025–26 Form;
- Ratification by the LEA's board of trustees or governing body in an open, public-noticed meeting; and
- Submission of the Certification 2025–26 Survey and upload of the ratified Certification 2025–26 Form.

TEA recommends that LEAs complete these steps by **May 1, 2025**. The Certification 2025–26 Form can be accessed at the following link on the [Certification of Provision of Instructional Materials webpage](#).

The state online instructional materials ordering system, EMAT, will close for annual maintenance on March 28, 2025, and is scheduled to reopen on May 15, 2025. **Completion of the Certification Process is required to regain access to allotment funds when EMAT reopens in May of 2025.**

Certification 2025–26 Survey submissions received after May 15, 2025, will typically be processed within five business days, then access to EMAT provided.

Instructions to Complete the Certification Process for 2025–26

1. **Review the Certification 2025–26 Form:** Print the fillable TEKS Certification 2025–26 Form found on the [Certification of Provision of Instructional Materials webpage](#).
2. **Gather information:** The form may require consultation with content area leads or other LEA staff.
3. **Complete Certification 2025–26 Form:** Complete the TEKS Certification 2025–26 Form by hand or digitally.
4. **Obtain needed signatures:** Ratify the **Certification 2025–26 Form** by the LEA’s board of trustees or governing body in an upcoming, open board meeting.
5. **Submit Certification 2025–26 Survey:** Complete the online Certification 2025–26 Survey by answering the questions. Inside the survey you will upload the signed Allotment and Certification 2025–26 Form from Step 4. The survey will be open for submissions beginning Monday, March 17, 2025, and will be located on the [Certification of Provision of Instructional Materials webpage](#).

Additional Supports

- TEA will be hosting a webinar to review the Certification 2025–26 Process on *Monday, March 24th, at 2:00 p.m. CDT*. [Registration](#) is required.
- TEA will host office hours to support LEAs with the Certification of Provision of Instructional Materials process; registration is required.
 - Monday, March 31st at 11:00 a.m. CDT | [Register on Zoom](#)
 - Thursday, April 3rd, at 11:00 a.m. CDT. | [Register on Zoom](#)
- To facilitate completion of this year’s submission, LEAs may request a copy of their previous year’s submission by submitting a [Help Desk Ticket](#).
- For questions about the Certification 2025–26 Form, Survey, or Process, please submit a [Help Desk Ticket](#).

Review Terminology

Additional Supports

- **Scope and Sequence:** A document that provides a brief outline of the standards and a recommended teaching order for a particular course/grade-level over the course of a school year.
- **Full-subject materials** (often referred to as Tier 1 or core materials): instructional material designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.
- **Supplemental materials** (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional material designed to assist in the instruction of one or more of the essential knowledge and skills
- **SBOE-Approved Instructional Materials:** SBOE-approved instructional materials are any materials that go through the IMRA process and receive approval by the SBOE. In Texas, SBOE-approved instructional materials are considered HQIM and qualify for the SBOE-Approved Instructional Materials Entitlement as outlined in Section 48.307.
- **State-Adopted Instructional Materials:** state-adopted instructional materials were reviewed and adopted in the preceding Proclamation process. These materials have not been reviewed in the IMRA process, are not considered HQIM (per the Texas definition), and are not eligible for additional HB 1605 funding entitlements.

About the Qualtrics Survey

Within the Qualtrics survey you will be given a list of commonly known publishers and products. Should your LEA use a LEA-developed product, or the product is not listed, you will be asked to write in the name of the publisher and product.

You can find a list instructional materials on the [Certification of Provision of Instructional Materials webpage](#).

Certification 2025–26 Survey

Background Information

QUESTION 1.0: Name of person completing this form

Brandi Phillips

QUESTION 1.1: Your email address

bbutaud@bmtisd.com

QUESTION 1.2: Select the role that best describes your position at your district or charter: [Single Select]

- Instructional Materials Coordinator
- Curriculum Director
- Principal
- Administrative Assistant
- Superintendent
- Other

LEA Information

QUESTION 2.0: Region #

Region 5

QUESTION 2.1: LEA name and number

Beaumont ISD 123910

QUESTION 2.2: Superintendent's name

Dr. Shannon Allen

QUESTION 2.3: Superintendent's email address

spier@bmtisd.com

QUESTION 2.4: School board president's or governing body's name

Matilda "Tillie" Hickman

QUESTION 2.5: School board president's or governing body's email address

matilda.hickman@bmtisd.com

QUESTION 2.6: Date of the school board meeting at which the Certification Form was be presented and approved?

April 17, 2025

Reading Language Arts Certification

Scope and Sequence - All Grade Levels RLA

QUESTION 3.0:

Are instructional materials for English RLA and phonics managed at the LEA level and generally consistent across classrooms?

Yes

No

English Reading Language Arts K-5 TEKS Coverage Certification

QUESTION 4.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades K–5?** (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

- Yes
- No

English Reading Language Arts K–5 Instructional Materials

QUESTION 5.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your district will use regularly (once a week or more, on average) for **English RLA and/ or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

English RLA and/ or Phonics grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:

Kinder - 2nd grade: HMH IntoReading, Amplify Boost, Saxon Phonics and Spelling
Grades 3-5: HMH IntoReading, Amplify Boost, AMIRA Phonics for Reading 3-5, STAAR Master RLA

QUESTION 5.1:

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated number of students in your LEA that are using *Bluebonnet Learning Reading Language Arts, Edition 1* (grades K–5) in their classroom on a regular basis?

2745

QUESTION 5.2:

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated number of students in your LEA that are using *Bluebonnet Learning Foundational Skills, Edition 1* (grades K–3) in their classroom on a regular basis?

1300

Spanish Reading Language Arts K–5 TEKS Coverage Certification

QUESTION 6.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **Spanish RLA TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

Yes

No

Spanish Reading Language Arts K–5 Instructional Materials

QUESTION 7.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your district will use regularly (once a week or more, on average) for **Spanish RLA and/or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS. [Single select for each grade band]

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): Instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Spanish RLA and/or Phonics grades K–5 full-subject and/or supplemental publisher(s)/product(s) used:

Kinder - 2nd grade: HMH Arriba la Lectura, Amplify Boost Lectura, Saxon Phonics and Spelling, Estrellita
Grades 3-5: HMH Arriba la Lectura, Amplify Boost Lectura, AMIRA Phonics for Reading, STAAR Master

QUESTION 7.1:

(If above answer includes *Aprendizaje Bluebonnet* pilot instructional materials instructional materials):

What is the estimated number of students in your LEA that are using *Aprendizaje Bluebonnet artes del lenguaje y lectura, piloto* (grados K-5) in their classroom on a regular basis?

N/A

QUESTION 7.2:

What is the estimated number of students in your LEA that are using *Aprendizaje Bluebonnet destrezas fundamentales, piloto* (grados K-2) in their classroom on a regular basis?

N/A

English Reading Language Arts (RLA) 6-8 TEKS Coverage Certification

QUESTION 8.0:

For school year 2025-26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades 6-8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

Yes

No

English Reading Language Arts (RLA) 6-8 Instructional Materials

QUESTION 9.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **English RLA grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

English RLA grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

McGraw Hill StudySync, HMH Read 180

English Reading Language Arts (RLA) 9–12 TEKS Coverage Certification

QUESTION 10.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials.)

Yes

No

English Reading Language Arts (RLA) 9–12 Instructional Materials

QUESTION 11.0:

Are the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **English RLA grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

English RLA grades 9–12 full-subject and/or supplemental publisher(s)/ product(s) used:

HMH IntoLiterature

Mathematics Certification

Scope and Sequence - All Grade Levels Mathematics

QUESTION 12.0:

Are instructional materials for mathematics managed at the LEA level and generally consistent across classrooms? ?

Yes

No

Mathematics K–5 TEKS Coverage Certification

QUESTION 13.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

Mathematics K–5 Instructional Materials

QUESTION 14.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **mathematics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Mathematics grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:

Bluebonnet Learning, ST Math

QUESTION 14.1:

(If above answers include *Bluebonnet Learning* instructional materials instructional materials):

What is the estimated number of students in your LEA that are using Bluebonnet Learning, Edition 1 (grades K–5) in their classroom on a regular basis?

4850

Mathematics 6–8 TEKS Coverage Certification

QUESTION 15.0

For school year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select “yes” even if not all classrooms use the same materials). [Single Select]

Yes

No

Mathematics 6–8 Instructional Materials

QUESTION 16.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **mathematics grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Mathematics grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

Bluebonnet Learning, Maneuvering the Middle

QUESTION 16.0B:

(If above answers include Bluebonnet Learning instructional materials instructional materials):

What is the estimated number of students in your LEA that are using Bluebonnet Learning Secondary Mathematics, Edition 1 (grades 6–8, Algebra I) in their classroom on a regular basis?

3300

Mathematics 9–12 TEKS Coverage Certification

QUESTION 17.0:

For School Year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

Mathematics 9–12 Instructional Materials

QUESTION 18.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **mathematics grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Mathematics grades 9–12 full-subject and/or supplemental publisher(s)/ product(s) used:

Social Studies Certification

Scope and Sequence - All Grade Levels Social Studies

QUESTION 19.0:

Are instructional materials for social studies managed at the LEA level and generally consistent across classrooms?

Yes

No

Social Studies K–5 TEKS Coverage Certification

QUESTION 20.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Social Studies K–5 Instructional Materials

QUESTION 21.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Social Studies grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:

Grades K-2: Incorporated into HMH ELAR Curriculum and Bluebonnet.

Grades 3-5: Studies Weekly and incorporated in Bluebonnet

Social Studies 6–8 TEKS Coverage Certification

QUESTION 22.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Social Studies 6–8 Instructional Materials

QUESTION 23.0:

Select **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Social Studies grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

World Geography: McGraw Hill

Texas History: Pearson

United States History: Pearson

Contemporary World Cultures: Pearson

Lowman's

Jarrett

Social Studies 9–12 TEKS Coverage Certification

QUESTION 24.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select “yes” even if not all classrooms use the same materials)

Yes

No

Social Studies 9–12 Instructional Materials

QUESTION 25.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Social Studies grades 9–12 full-subject and/or supplemental publisher(s)/ product(s) used:

World History: SAVVAS, United States History: SAVAAS, World Geography: McGraw Hill, Magruder's American Government: Pearson, Psychology and Sociology: Holt McDougal, Economics and Financial Literacy: Goodheart Willcox, Texas LRE, OER Project

Science Certification

Scope and Sequence - All Grade Levels Science

QUESTION 26.0:

Are instructional materials for science managed at the LEA level and generally consistent across classrooms?

Yes

No

Science K–5 TEKS Coverage Certification

QUESTION 27.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Science K–5 Instructional Materials

QUESTION 28.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **science grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Science grades K-5 full-subject and/or supplemental publisher(s)/ product(s) used:

McGraw Hill, Legends of Learning

Science 6-8 TEKS Coverage Certification

QUESTION 29.0:

For school year 2025-26, will your LEA provide materials to cover 100% of the **science TEKS grades 6-8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

- Yes
- No

Science 6-8 Instructional Materials

QUESTION 30.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **science grades 6-8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Science grades 6-8 full-subject and/or supplemental publisher(s)/ product(s) used:

McGraw Hill Texas Science

Science 9–12 TEKS Coverage Certification

QUESTION 31.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Science 9–12 Instructional Materials

QUESTION 32.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your district or charter will regularly use (once a week or more, on average) for **science grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Science grades 9–12 full-subject and/or supplemental publisher(s)/ product(s) used:

McGraw Hill Texas Biology, Texas Chemistry, Texas IPC, and Texas Physics

Cengage/National Geographic Learning - Earth Systems, Environmental Systems, and Astronomy

Children’s Internet Protection Act

The Children's Internet Protection Act

The Children’s internet protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. (You may find more information on the FCC website.)

In accordance with Texas Administrative Code 19 TAC §66.105, school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the

requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C), Section [28.0022](#), [Section 43.22](#), Penal Code, and any other law or regulation that protects students from obscene or harmful content.

QUESTION 33.0: Does your district or charter school protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C), Section 28.0022, Penal Code, and any other law or regulation that protects students from obscene or harmful content?

Yes

No

Additional Informational Questions (Optional)*

QUESTION 35.0:

Has your LEA used, or do you plan to use, Instructional Materials Review and Approval (IMRA) Cycle 2024 reports to inform local decisions related to instructional materials adoption?

(Note: IMRA replaced the State Board of Education's Proclamation process and the Texas Resource Review (TRR))

Yes

No

QUESTION 35.1:

If "Yes" is selected: In which subject area(s) have you used the TRR to obtain information about the quality of products? *

English Reading Language Arts

Spanish Reading Language Arts

English Phonics

Spanish Phonics

Mathematics

QUESTION 35.2:

On a scale from 0 to 10, how effectively do you believe the IMRA reports support LEA adoption of high-quality instructional materials? 0 (Not at all) to 10 (Extremely effectively)*

0.

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

QUESTION 36.0:

Assessment Platform: Select the assessment platform (if any) your LEA leverages for unit/module, diagnostic, or interim, and for which type of assessments.

Product	Interim	Diagnostic	Unit/Module Formatives
Eduphoria	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
DMCA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Texas Formative Assessment Resource	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
STAAR Interim	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other: <div style="border: 1px solid black; padding: 5px; width: fit-content;">N/A</div>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: <div style="border: 1px solid black; padding: 5px; width: fit-content;">N/A</div>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: <div style="border: 1px solid black; padding: 5px; width: fit-content;">N/A</div>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Certification 2025–26 Survey Ratification [Printed and uploaded PDF]

In accordance with [Texas Education Code §31.1011](#), school districts and open-enrollment charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS) for the coming school year. Additionally, in accordance with Texas Administrative Code [19 TAC §66.105](#), school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C).

These certifications must be ratified by local school boards of trustees or governing bodies in public, noticed meetings. Districts and open-enrollment charter schools will be unable to order instructional materials through EMAT until the certifications have been received by the Texas Education Agency (TEA).

Other Certified Subject Areas

QUESTION 40.0:

Please select each subject in the required curriculum below for which your district provides each student with instructional materials that cover all elements of the essential knowledge and skills:
[multiple select]

- Career & Technical Education
- Fine Arts
- Health
- Technology Applications
- English Language Proficiency Standards
- Languages Other Than English
- None

District County Number (6-digit ID):

123910

District Name:

Beaumont Independent School District

Date of Ratification by Local School Board of Trustees or Governing Body:

April 17, 2025

Signature of the Board President and Secretary or Governing Board Officer

Board President

Date

Board Secretary

After ratification, please scan the last page of this form and submit to TEA through the electronic Certification of Provision of Instructional Materials Survey.

III.E.7. Approve amendment of Board
Policy DCE (Local)



Board Exhibit Cover Sheet

Meeting Date: April 10, 2025

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

Agenda Item Title: Approve amendment of Board Policy DCE (Local)

Cabinet Level Presenter(s): Shannon Allen, Superintendent

Additional Presenter(s): Derwin Samuels, Jr., Executive Director of HR

Executive Summary: Board Policy DCE (Local) identifies positions eligible for non-certified employment contracts. The policy currently identifies the Chief Operations Officer, which is no longer included on the District's Organizational Chart. It also fails to identify the Senior Director of Transportation, which is a position that is difficult to fill and retain. The revisions update the policy to reflect District practice.

Recommendation: Approve amendment of Board Policy DCE (Local)

Budget Impact* (if applicable):

Funding Source (if applicable):

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

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

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



Cabinet Level Presenter's Signature

4-11-25

Date

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

Date

General Counsel's Signature

Date

**Non-Chapter 21
Contracts**

The District shall employ on non-Chapter 21 contracts, not to be governed by Chapter 21 of the Education Code, the following positions:

- Senior Director of Transportation,
- internal auditor,
- chief financial officer,
- ~~chief operations officer,~~
- and police chief.

**Appeal of
Employment Actions**

An employee may appeal discharge during the contract period in accordance with DCE(LEGAL).

An employee whose contract is not reissued at the end of the contract period may appeal in accordance with DGBA(LOCAL).

III.E.8. Approve additional role for
Maintenance and Operations be added to the
Compensation Plan for the 2024/2025 school
year

III.F. ACTION ITEMS

III.F.1. Action, if any, on items
discussed in closed session.

III.F.2. Approve Budget Amendments



Board Exhibit Cover Sheet

Meeting Date: April 17, 2025

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 amendments GF-10, CN-2, and DS-1 and accept amendment SR-29.

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

4/8/2025
Date

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

Date

General Counsel's Signature

Date

Explanations of April Budget Amendments

General Fund GF-10

- Increase in revenue & expenditures \$800,000 for TRS On-Behalf.
- Transfer \$4,000 from instructional general supplies to school leadership general supplies to purchase items for front office staff for remaining school year – Charlton-Pollard ES (130).
- Transfer a total of \$3,656 from instructional extra duty & fixed assets and staff development employee travel to school leadership employee travel to TASSP & overtime for secretarial staff – Career Center (009).
- Transfer \$1,370 from school leadership employee travel to staff development employee travel for teachers to attend CAMT conference – Sallie Curtis ES (105).
- Transfer \$7,900 from instructional consulting services to instructional general supplies for summer school supplies – Bilingual/ESL (809).
- Transfer a total of \$3,285 from guidance and counseling overtime & benefits to staff development extra duty for curriculum writing – Bilingual/ESL (809).
- Transfer a total of \$4,500 from co-curricular employee & student travel to instructional leadership part time salaries for CTE part time employee – Career & Technical Education (807).
- Transfer \$2,133 from instructional general supplies to community involvement misc. operating costs for CTE Choice Awards facility rental – Career & Technical Education (807).
- Transfer a total of \$590,000 from instructional salaries to library, health services & police department salaries for reallocation of salaries & overtime.

Child Nutrition CN-2

- Transfer a total of \$200,000 from child nutrition salaries to maintenance & operations misc. contracted services for maintenance on child nutrition equipment and maintenance & operations salaries.

DS-1

- Increase revenue for tax collections and existing debt allotment
- Increase amount for debt defeasement for increase in revenue and additional increase from previous year EDA

SR-29 Fund 289 Title IV Part A

- Reallocating funds for Teachers attending a Conference for Fine Arts, AP Training, and increase funds to cover shipping cost.

2024-25 BUDGET AMENDMENT NUMBER GF-10

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Revenues</u>			
199.00.5831.00.000.00.000	7,670,000	800,000	8,470,000
<u>Expenditures</u>			
199.XX.6144.92.XXX.99.000	7,670,000	800,000	800,000
199.11.6399.04.130.30.000	38,114	(4,000)	34,114
199.23.6399.04.130.30.000	-	4,000	4,000
199.11.6117.02.009.22.301	11,000	(2,000)	9,000
199.11.6395.02.009.22.000	1,500	(1,500)	-
199.13.6411.02.009.22.000	2,800	(156)	2,644
199.13.6499.02.009.22.000	1,500	1,500	3,000
199.23.6411.02.009.22.000	2,561	2,000	4,561
199.23.6121.02.009.22.000	350	156	506
199.23.6411.01.105.99.000	1,478	(1,370)	108
199.13.6411.01.105.21.000	1,582	1,370	2,952
199.21.6291.58.809.25.000	14,900	(7,900)	7,000
199.11.6399.58.809.25.000	80,500	7,900	88,400
199.31.6121.58.809.25.000	4,880	(2,283)	2,597
199.31.6141.58.809.25.000	1,035	(1,002)	33
199.13.6117.58.809.25.232	16,000	3,285	19,285
199.36.641X.52.807.22.000	41,700	(4,500)	37,200
199.21.6125.52.807.22.000	19,000	4,500	23,500
199.11.6399.52.807.22.000	47,816	(2,133)	45,683
199.61.6499.52.807.22.000	8,940	2,133	11,073
199.11.61XX.90.XXX.XX.XXX	70,843,332	(590,000)	70,253,332
199.12.61XX.90.XXX.XX.XXX	868,308	60,000	928,308
199.33.61XX.90.XXX.XX.XXX	1,620,258	120,000	1,740,258
199.52.61XX.90.XXX.XX.XXX	2,886,169	410,000	3,296,169
Net Change in the General Fund Budget		<u><u>-</u></u>	
Total Revenues/Other Sources	188,147,084	800,000	188,947,084
Total Expenditures	192,252,640	800,000	193,052,640
2024-2025 Adjusted	(4,105,556)	-	(4,105,556)

2024-25 BUDGET AMENDMENT NUMBER CN-2

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Expenditures</u>			
240.35.61XX.00.XXX.99.000	5,539,367	(200,000)	5,339,367
240.51.6299.00.833.99.000	5,544	150,000	155,544
240.51.6129.00.833.99.000	88,059	50,000	138,059
Net Change in Child Nutrition		<u><u>-</u></u>	
<hr/>			
Total Revenues/Other Sources	14,355,878	-	14,355,878
Total Expenditures	<u>19,032,380</u>	<u>-</u>	<u>19,032,380</u>
 2024-2025 Adjusted	 33,388,258	 -	 (4,676,502)

2024-25 BUDGET AMENDMENT NUMBER DS-1

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Revenues</u>			
500.00.5711.00.000.00.000	24,274,711	966,993	25,241,704
500.00.5829.00.000.00.000	410,444	1,547,284	1,957,728
<u>Expenditures</u>			
500.00.71.6519.00.999.99.000	4,590,813	4,061,300	8,652,113
Net Change in the Debt Service		<u>(1,547,023)</u>	
<hr/> <hr/>			
Total Revenues/Other Sources	40,405,860	2,514,277	42,920,137
Total Expenditures	<u>40,405,860</u>	<u>4,061,300</u>	<u>44,467,160</u>
2024-2025 Adjusted	-	(1,547,023)	(1,547,023)

2024-25 BUDGET AMENDMENT NUMBER SR-29

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Expenditures</u>			
<u>Instructional</u>			
289.11.6412.00.856.24.000	34,900	(100)	34,800
<u>Curriculum Development</u>			
289.13.6411.00.856.24.000	16,100	1,600	17,700
<u>Instructional Leadership</u>			
289.21.6411.00.856.24.000	26,400	(1,700)	24,700
<u>Guidance & Counseling Services</u>			
289.31.6399.00.856.11.000	23,200	200	23,400
Net Change Title IV Part A		<u>-</u>	
<hr/> <hr/>			
Total Revenues/Other Sources	618,963		618,963
Total Expenditures	<u>618,963</u>		<u>618,963</u>
2024-2025 Adjusted	-	-	-

III.F.3. Approve Purchases of \$50K or
More



Board Exhibit Cover Sheet

Meeting Date: April 17, 2025

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, Randall Maxwell, Allen DeVault, Jenny Angelo, Brandi Phillips

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: \$361,737.72
Capital Projects: \$815,304.18
Federal Funds: \$200,644.88
IMA Funds: \$678,226.45

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

Sabyr Consulting	Information Technology	Yearly license renewal for Palo Alto anti-virus software.	Region 5 20240703	\$88,448.40
Hernandez Office Solutions	Business & Finance	Service agreement and new fleet of 123 Kyocera copiers This payment is for the first year (FY 25-26) of a four-year lease agreement.	Omnia R191102	\$273,289.32
Total				\$361,737.72

Capital Projects

Custom Flooring	Maintenance & Operations	Flooring replacements at Dishman and Martin.	Region 5 20240302	\$215,187.51
Preferred Facilities Group – USA	Maintenance & Operations	Interior painting at Smith.	BuyBoard 728-24	\$65,392.67
Legefy Roofing, LLC	Maintenance & Operations	Silicone roof coating at Austin, Smith and Odom.	TIPS 25010401	\$534,724.00
Total				\$815,304.18



Federal Funds

CDW-G	Information Technology	Purchase of Newline interactive panels for Pathways, Early College, West Brook, Beaumont United, Vincent, Marshall and Odom.	DIR DIR-CPO-05093	\$200,644.88 (\$197,694.22 Federal Funds) (\$2,950.66 General Fund)
Total				\$200,644.88

IMA Funds

Savas Learning Company	Curriculum & Instruction	Renewal of secondary social studies online instructional materials. (FY 25-26)	TEXBUY 022-026	\$63,412.50
Cengage Learning	Curriculum & Instruction	High School math instructional materials. (FY 25-26)	TEXBUY 022-026	\$614,813.95
Total				\$678,226.45



Description	Rate	Qty	Line Total
Palo Alto PAN-XDR-ADV-EP Cortex XDR Pro for 1 endpoint, includes 30 days of data retention and standard success	\$42.89	200	\$8,578.00
Palo Alto PAN-XDR-PRVT Palo Alto Networks : Cortex XDR Prevent, includes 30 days of alerts retention and standard success	\$13.33	3800	\$50,654.00
Palo Alto PAN-XDR-PRO-GB Cortex XDR Pro for daily ingested GB. Includes 30 days of ingested data retention, 180 days of alerts and incidents retention and standard success	\$168.56	165	\$27,812.40
Palo Alto XDR-XTH Extended Threat Hunting (enhanced visibility) add-on for Cortex XDR ProEP/Cloud (price per Endpoint). Includes 30 days of data retention.	\$7.02	200	\$1,404.00

Prepared For
Beaumont ISD
Beaumont TX

Estimate Number
2620

Estimate Date
03/18/2025

Subtotal 88,448.40
Tax 0.00

Estimate Total (USD) \$88,448.40

Notes Licenses quoted are termed 5/2/25 - 5/1/26
We are an authorized vendor on the Region 5 ESC Purchasing Cooperative Contract #20240703



April 7, 2025

Beaumont ISD
Attn: Cheryl Hernandez
3395 Harrison Avenue
Beaumont TX 77706

RE: Upgrading of Office Equipment

Dear Cheryl:

We are offering to upgrade your copier lease at a rate of \$13,024.11 per month for 4 years.

The maintenance rate will be \$29,250.00 quarterly with a 7,500,000 black and white allowance. This agreement can be cancelled by both parties with a 30-day notice using the non-appropriation of funds addendum through the leasing company.

Please don't hesitate to contact me with any questions or concerns you may have with this offer.

Sincerely,

Louis A. Hernandez

President

Lease:

48 Payments of: **\$13,024.11**

Maintenance:

4 Quarter Payments of: **\$29,250.00**

B&W Copies Allowed Annually: **30,000,000**

Color Copies and Overages Billed at the end of the year.

OMNIA Contract: R191102

Main Office
119 17th Street
Nederland, Texas 77627
409-724-0135

Print & Copy Services
1708 Nederland Ave
Nederland, Texas 77627
409-527-4608

3800 HWY 365, Suite 147
Port Arthur, TX 77642
409-527-4608

RELIANT BUSINESS PRODUCTS
10641 HADDINGTON DR. STE 100
HOUSTON, TEXAS 77043
713-980-7105

www.HernandezOfficeSolutions.com

Custom Flooring
2003 Industrial Drive
Nederland Tx, 77627
(409) 769-0913 Fax: (409) 769-8054
www.customflooringtexas.com

DATE: 3/6/2025

TO: BISD
ATTENTION: BEN

PROJECT: DISHMAN ELM.

MATERIALS \$ 87,336.49
: LABOR: \$ 54,623.42
DEMO: \$ 23,450.13
FREIGHT: \$ 6,439.96
TOTAL BID: \$171,850.00

INCLUDES: INSTALLATION OF KARNDDEAN OPUS (35,530 SF) IGNEA WP313
IN ALL CLASSROOMS, LIBRARY, ADMIN OFFICES, WORK ROOMS .
DEMO ALL CARPET AND VCT IN ALL CLASSROOMS.
PREP THE SUBFLOOR FOR THE LVT.

INSTALL NEW ROPPE COVE BASE (5,336 LF) BLACK BROWN

EXCLUDES:

MAJOR FLOOR PREP – FURNITURE MOVING – FINAL CLEANING
EPOXY, POLISHED & SEALED CONCRETE – SEALING OF TILE & GROUT
NON-STANDARD INSTALLATION OF TILE (HERRINGBONE, 45 DEGREES)

SENT BY: TODD HERRING

* Due to current economic conditions, our vendors and manufactures cannot hold material pricing for jobs past 30 days unless ordered and paid in full

“SETTING THE STANDARD”



QUOTE ANALYSIS FORM

Form version 7.2023

INSTRUCTIONS FOR COMPLETION:

- 1) Vendor quotes must be provided by Vendor, in writing, and not expired.
- 2) Vendors must be awarded via District RFP/CSP or Interlocal Agreement (Purchasing co-op) TEC 44.031
- 3) Selection/Award must be based on "best value" for the use of District funds TEC 44.031

Quote Analysis Summary			
Please provide a short summary below for each quotation obtained and include why it was selected or denied.			
Vendor Name:	Custom Flooring	Quote Total:	\$171,850.00
Summary: Dishman Elementary Carpet Demo and LVT Flooring install			
Vendor Name:	Preferred Facilities	Quote Total:	\$192,059.51
Summary: Dishman Elementary Carpet Demo and LVT Flooring install			
Vendor Name:	Carter & Co	Quote Total:	\$284,485.40
Summary: Dishman Elementary Carpet Demo and LVT Flooring install			

Funding /Account #: 650.51.6299.00.819.99.000

Vendor Selected: Custom Flooring

Selection Justification: Have used them in the past and they do good work. They are also the lowest price.

Name of Department/Campus Administrator: Maintenance

Signature:

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

Custom Flooring

2003 Industrial Drive
Nederland Tx, 77627
(409) 769-0913 Fax: (409) 769-8054
www.customflooringtexas.com

DATE: 3/6/2025

TO: BISD

ATTENTION: BEN

PROJECT: MARTIN ELM.

MATERIALS: \$22,027.35

LABOR \$14,630.84

DEMO \$5,000.40

FREIGHT \$1,678.92

TOTAL BID: \$43,337.51

INCLUDES: INSTALLATION OF KARNDUAN LVT (7,410 SF) ADMIN, LIBRARY,
WORK ROOMS, AND ANY AREAS THAT HAVE CARPET.
INSTALL ROPPE COVE BASE (840 LF) IN ALL AREAS WITH THE NEW FLOORING

EXCLUDES:

MAJOR FLOOR PREP – FURNITURE MOVING – FINAL CLEANING

EPOXY, POLISHED & SEALED CONCRETE – SEALING OF TILE & GROUT

NON-STANDARD INSTALLATION OF TILE (HERRINGBONE, 45 DEGREES)

SENT BY: TODD HERRING

* Due to current economic conditions, our vendors and manufactures cannot hold material pricing for jobs past 30 days unless ordered and paid in full

“SETTING THE STANDARD”



QUOTE ANALYSIS FORM

Form version 7.2023

INSTRUCTIONS FOR COMPLETION:

- 1) Vendor quotes must be provided by Vendor, in writing, and not expired.
- 2) Vendors must be awarded via District RFP/CSP or Interlocal Agreement (Purchasing co-op) **TEC 44.031**
- 3) Selection/Award must be based on "best value" for the use of District funds **TEC 44.031**

Quote Analysis Summary			
Please provide a short summary below for each quotation obtained and include why it was selected or denied.			
Vendor Name:	Custom Flooring	Quote Total:	\$43,337.51
Summary: Martin Elem. Carpet demo and LVT Flooring install			
Vendor Name:	Preferred Facilities	Quote Total:	\$70,614.84
Summary: Martin Elem. Carpet demo and LVT Flooring install			
Vendor Name:	Carter & Co	Quote Total:	\$71,186.40
Summary: Martin Elem. Carpet demo and 3 LVT Flooring install			

Funding /Account #: 650.51.6299.00.819.99.000

Vendor Selected: Custom Flooring

Selection Justification: This vendor has been used by the district for many projects in the past and they do quality work. They are also the lowest price.

Name of Department/Campus Administrator: Maintenance

Signature:

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



PREFERRED FACILITIES GROUP - USA

March 7, 2025

Mailing Address:
PO Box 20658
Beaumont, TX 77720-0658

Mark McClelland
Beaumont Independent School District
3395 Harrison
Beaumont, TX 77706

(409) 842-8293
 (409) 842-2274
 pfg@pfg-usa.com
 pfg-usa.com

Project: "Smith Middle Interior Painting"

Subject: "Revised Proposal"

Dear Mr. McClelland

Job Order Contracting

We are pleased to submit our proposal utilizing our 728-24 Buy Board Texas Contract based on local CCI and coefficient of .89.

Co-Op Purchasing Agreements

Proposal Recap:

Indefinite Delivery, Indefinite Quantity - IDIQ

Furnish material and labor to paint the following:

Multiple Award Construction Contracts - MACC

- **Front Entrance** by reception area Hallway, Face of Door Frames, and Exterior Doors and Frames. Includes scraping and prepping (Excludes Interior Doors and Lockers)
- **D Hall** Hallway, Face of Door Frames, and Exterior Doors and Frames. Includes scraping and prepping (Excludes Interior Doors and Lockers)
- **A Hall** Hallway, Face of Door Frames, and Exterior Doors and Frames. Includes scraping and prepping (Excludes Interior Doors and Lockers)
- **D Hall** Hallway, Face of Door Frames, and Exterior Doors and Frames. Includes scraping and prepping (Excludes Interior Doors and Lockers)
- **B Hall** Hallway, Face of Door Frames, and Exterior Doors and Frames. Includes scraping and prepping (Excludes Interior Doors and Lockers)
- **C Hall** Hallway, Face of Door Frames, and Exterior Doors and Frames. Includes scraping and prepping (Excludes Interior Doors and Lockers)
- **Hallway between A13 and A18** Hallway, Face of Door Frames, Metal Access Door to Gym, and Exterior Doors and Frames. Includes scraping and prepping (Excludes Interior Doors and Lockers)
- **Science Building** Hallway, Face of Door Frames, and Exterior Doors and Frames. Includes scraping and prepping (Excludes Interior Doors and Lockers)
- **Cafeteria** Hallway, Face of Door Frames, and Exterior Doors and Frames. Includes scraping and prepping (Excludes Interior Doors and Lockers)
- Clean up, haul, and dispose of any construction related debris associated with this project.

Task Order Contracts TOC

Construction Management - Agent or At-Risk

Design Build

Government

Commercial

Education

Proposal Cost	\$ 63,797.73
Bond (If Applicable)	\$ 1,594.94
Total Cost	\$ 65,392.67

Industrial

Infrastructure

We estimate approximately **Forty (40)** working days to complete upon material delivery. (4-5 Weeks)
We explicitly exclude all liquidated damages for this project due to the volatility of the market and supply chain challenges.

Communications

Our estimate is based on our interpretation of the project as presented to us. Our scope is limited to the line items broken down into individual tasks of work and developed based upon the Unit Price Book

Corporate/Retail

rate as modified by the city cost adjustment and our Coefficient. All pricing for the required line-item estimate is derived from the current calendar year RSMeans Facilities Construction Cost Data Book with Updates.

Assembly





QUOTE ANALYSIS FORM

Form version 7.2023

INSTRUCTIONS FOR COMPLETION:

- 1) Vendor quotes must be provided by Vendor, in writing, and not expired.
- 2) Vendors must be awarded via District RFP/CSP or Interlocal Agreement (Purchasing co-op) TEC 44.031
- 3) Selection/Award must be based on "best value" for the use of District funds TEC 44.031


Quote Analysis Summary			
Please provide a short summary below for each quotation obtained and include why it was selected or denied.			
Vendor Name:	Preferred Facilities	Quote Total:	\$65,392.67
Summary: Prep + Paint interior hallways, doors + door frames in main campus and science building			
Vendor Name:	Carter & Co	Quote Total:	\$124,910.00
Summary: Prep + Paint interior hallways, door + door frames in the main campus and science building			
Vendor Name:	Cmost	Quote Total:	\$180,033.26
Summary: Prep + Paint interior hallways, doors + door frames in main campus and science building			

Funding /Account #: 650.51-6299.00.819.99.000

Vendor Selected: Preferred Facilities

Selection Justification: Vendor has done many jobs for us in the past and does a good job. They are also low price.

Name of Department/Campus Administrator: Maint.

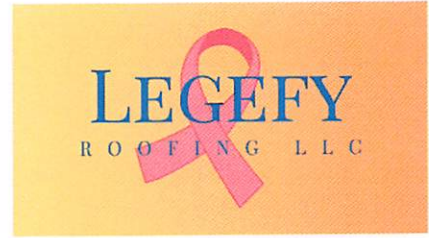
Signature: 

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

ESTIMATE

Legefy Roofing LLC
PO Box 806
Springtown, TX 76082-3846

dana@legefyroofing.com
+1 (817) 901-5475
legefyroofing.com



Bill to
Bryan Jansen
Beaumont ISD
3395 Harrison Avenue
Beaumont, TX 77706 USA

Ship to
Bryan Jansen
Beaumont ISD

Estimate details

Estimate no.: 1001
Estimate date: 03/03/2025

Date	Product or service	Description	Qty	Rate	Amount
03/03/2025	Silicone Application	AUSTIN INNOVATION CENTER (Approximately 128,648 sf) PVC APPLICATION	1	\$385,944.00	\$385,944.00
		TIPS Number: 25010401			
		Pre-roof inspection (core sample, pull test, thermal scans) performed by Tropical Manufacturing and Legefy Roofing LLC			
		Pressure wash existing substrate to a clean, dry, workable surface.			
		Apply commercial grade 9400 Eterna-Sil Premium Silicone mastic flashing grade to all penetrations, fasteners and seams.			
		Apply high solids 924 Eterna-Sil Premium Silicone to entire roof surface, vents, and metal pipes.			
		Tropical Manufacturing will inspect the roof prior to, during, and upon completion of installation.			
		Make sure worksite is clean and free of all debris			

**20yr Labor & Material Warranty
backed by Tropical Manufacturing**

Total

\$385,944.00

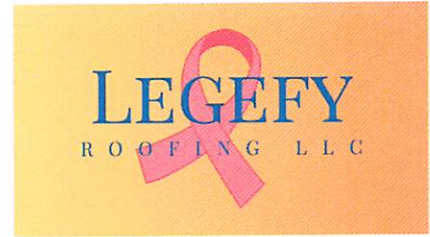
Accepted date

Accepted by

ESTIMATE

Legefy Roofing LLC
PO Box 806
Springtown, TX 76082-3846

dana@legefyroofing.com
+1 (817) 901-5475
<https://www.legefyroofing.com/>



Bill to
Bryan Jansen
Beaumont ISD
3395 Harrison Avenue
Beaumont, TX 77706 USA

Ship to
Odem Middle School
2550 W Virginia Street
Beaumont, TX. 77705

Estimate details

Estimate no.: 1007
Estimate date: 03/26/2025

Roof System	Description	Qty	Amount
	TIPS Number 25010401		
Silicone Membrane Installation	ODEM MIDDLE SCHOOL (Approx. 9800 sf) PVC APPLICATION	1	\$29,400.00
	Pre-roof inspection (core sample, pull test, thermal scans) performed, as required by manufacturer.		
	Pressure wash existing substrate to a clean, dry, workable surface, as required by manufacturer.		
	Apply Progressive Materials P-151 Single Ply Primer, as required by manufacturer.		
	Apply Progressive Materials Flashing Grade Mastic to all penetrations, fasteners and seams, as required by manufacturer.		
	Apply Progressive Materials Silicone Roofing System HS 3201 to existing silicone mastic and entire roof surface area, as required by manufacturer.		
	Progressive Materials manufacturer inspection of completed roof and all details. 20yr Labor Warranty and 50yr Material Warranty included.		
	Total		\$29,400.00



QUOTE ANALYSIS FORM

Form version 7.2023

INSTRUCTIONS FOR COMPLETION:

- 1) Vendor quotes must be provided by Vendor, in writing, and not expired.
- 2) Vendors must be awarded via District RFP/CSP or Interlocal Agreement (Purchasing co-op) TEC 44.031
- 3) Selection/Award must be based on "best value" for the use of District funds TEC 44.031

Quote Analysis Summary				
Please provide a short summary below for each quotation obtained and include why it was selected or denied.				
Vendor Name:	Legefey Roofing	Quote Total:	\$534,724.00	Austin, Smith gym and C Bldg., Odom B Hall
Summary:	Prep roofs and apply silicone roof coating			
Vendor Name:	Essential Constructs	Quote Total:	\$659,296.00	Austin, Smith gym and C Bldg., Odom B Hall
Summary:	Prep roofs and apply silicone roof coating			
Vendor Name:	Roof Connect	Quote Total:	\$869,953.00	Austin, Smith gym and C Bldg., Odom B Hall
Summary:	Prep roofs and apply silicone roof coating			

Funding /Account #: Austin: 650.51.6629.00.819.99.VAT
Odom/Smith: 650.51.6629.00.819.99.000

Vendor Selected: Legefey Roofing

Selection Justification: Lowest cost for similar product and work

Name of Department/Campus Administrator: Allen DeVault

Signature: 

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



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

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

RYAN DELONEY,

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
PJXD371	4/3/2025	NEWLINE W ANYWHERE STANDS	0792983	\$200,644.88

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Newline TT-6524QPRO Q Pro Series - 65" LED-backlit LCD display - 4K - for i Mfg. Part#: TT-6524QP Contract: Texas Misc IT HW Peri and Components DIR-CPO-5093 (DIR-CPO-5093)	68	7787065	\$1,558.80	\$105,998.40
Newline Standard 4K On-board Computer - digital signage player Mfg. Part#: EPR8A65800-000 Contract: Texas Misc IT HW Peri and Components DIR-CPO-5093 (DIR-CPO-5093)	68	6345549	\$746.86	\$50,786.48
Anywhere Cart Stand for 75" Interactive Flat Panel Display Mfg. Part#: AC-STAND-75 Contract: Texas Misc IT HW Peri and Components DIR-CPO-5093 (DIR-CPO-5093)	68	7545001	\$250.00	\$17,000.00
NEW ITEM Mfg. Part#: NEW-ITEM Installation Serviveds Contract: Standard Pricing	68	NEW-ITEM	\$395.00	\$26,860.00

SUBTOTAL	\$200,644.88
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$200,644.88

PURCHASER BILLING INFO	DELIVER TO
------------------------	------------



QUOTE ANALYSIS FORM

Form version 7.23.2019

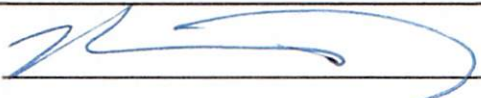
INSTRUCTIONS FOR COMPLETION:

- 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 (Newline) Quote Total: \$200,644.88
Summary:	Quote for 68 newline panels, including stand, computer and labor to build the stands
Vendor Name:	Howard Tech(newline) Quote Total: \$ 267,961.00
Summary:	Quote for newline panels, including stand, computer and labor to build the stands
Vendor Name:	CDW (Promethean) Quote Total: \$ 274,402.44
Summary:	Quote for Promethean panels with computers, stand, and labor.

Vendor Selected: CDW Newline **Funds Used:** see attached
Selection Justification: Selection based on price, and integration into our existing infrastructure.

Name of Person Completing this Form: Ryan Delaney

Signature: 

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



15 E Midland Ave St 502
Paramus, NJ, 07652-2938

Jenny Angelo
Beaumont Ind School District
3395 Harrison Ave
Beaumont, TX 77706-5098

Quote Number: Q-145187
Quote Creation Date: 3/19/2025
Quote Expiration Date: 9/30/2025

Special Notes:
Please send your purchase order to irvingsupport@savvas.com

BEAUMONT ISD 6-12 SOCIAL STUDIES TEACHER 5 YR DIGITAL
Price Quote Detail

Government

Government -

ISBN	Description	Price	Charged Qty	Total Charged
9798213465518	MAGRUDERS 2016 TEXAS TEACHER DIGITAL 5-YEAR LICENSE GRADE 12**	\$3,637.50	3	\$10,912.50
Government -- Subtotal:				\$10,912.50

SS 6-8

SS 6-8 -

ISBN	Description	Price	Charged Qty	Total Charged
9798213465471	MIDDLE GRADES SOCIAL STUDIES GEOGRAPHY 2016 TEXAS TEACHER DIGITAL 5-YEAR LICENSE GRADE 6**	\$3,750.00	2	\$7,500.00
9798213465495	TEXAS HISTORY 2016 TEXAS TEACHER DIGITAL 5-YEAR LICENSE GRADE 7**	\$3,750.00	2	\$7,500.00
9798213465709	MIDDLE GRADES AMERICAN HISTORY 2016 TEXAS TEACHER DIGITAL 5-YEAR LICENSE GRADE 8**	\$3,750.00	2	\$7,500.00
SS 6-8 -- Subtotal:				\$22,500.00

US History

US History -

ISBN	Description	Price	Charged Qty	Total Charged
9798213465532	HIGH SCHOOL UNITED STATES HISTORY 2016 TEXAS TEACHER DIGITAL 5-YEAR LICENSE GRADE 10**	\$3,750.00	4	\$15,000.00
US History -- Subtotal:				\$15,000.00



15 E Midland Ave St 502
Paramus, NJ, 07652-2938

World History

World History -

ISBN	Description	Price	Charged Qty	Total Charged
9798213465556	WORLD HISTORY 2016 TEXAS TEACHER DIGITAL 5-YEAR LICENSE GRADE 11**	\$3,750.00	4	\$15,000.00
World History - - Subtotal:				\$15,000.00

Solution Subtotal:	\$63,412.50
Shipping and Handling:	\$0.00
Total:	\$63,412.50

**Contract Pricing has been applied to this Quote

Created Date 3/14/2025
 Expiration Date 8/1/2025

Quote Number 00004985

Prepared By:
 Teresa Dossman
 teresa.dossman@cengage.com

Presented To:
 Brandi Phillips
 4096175000
bbutaud@bmtisd.com

Bill To:
 BEAUMONT IND SCHOOL DISTRICT

Ship To:
 BEAUMONT IND SCHOOL DISTRICT
 3395 HARRISON AVE
 BEAUMONT, Texas 77706
 United States

Product	ISBN	Quantity	Sales Price	Discount (Percentage)	Total Price
BIM ALGEBRA 1 TEXAS STUDENT ED ITION ONLINE 2 YR	9781637361191	1,442.00	USD 42.00	100.00%	USD 0.00
BIM ALGEBRA 2 TEXAS STUDENT ED ITION ONLINE 2 YR	9781637361214	616.00	USD 42.00	100.00%	USD 0.00
BIM GEOMETRY TEXAS STUDENT EDI TION ONLINE 2 YR	9781637361207	1,152.00	USD 42.00	100.00%	USD 0.00
Concepts & Connections (2025) - Algebra 1 Blended Student Resource Package (4 years)	9798888034170	1,232.00	USD 83.00		USD 102,256.00
Concepts & Connections (2025) - Algebra 1 Enhanced Student Resource Package (4 years)	9798888034477	210.00	USD 159.00		USD 33,390.00
Concepts & Connections (2025) - Algebra 1 Teacher Resource Package (4 years)	9798888035078	25.00	USD 480.00	100.00%	USD 0.00
Concepts & Connections (2025) - Algebra 2 Blended Student Resource Package (4 years)	9798888034378	436.00	USD 83.00		USD 36,188.00
Concepts & Connections (2025) - Algebra 2 Enhanced Student Resource Package (4 years)	9798888034675	180.00	USD 159.00		USD 28,620.00
Concepts & Connections (2025) - Algebra 2 Teacher Resource Package (4 years)	9798888035276	6.00	USD 480.00		USD 2,880.00
Concepts & Connections (2025) - Algebra 2 Teacher Resource Package (4 years)	9798888035276	12.00	USD 480.00	100.00%	USD 0.00
Concepts & Connections (2025) - Geometry Blended Student Resource Package (4 years)	9798888034279	902.00	USD 83.00		USD 74,866.00
Concepts & Connections (2025) - Geometry Enhanced Student Resource Package (4 years)	9798888034576	250.00	USD 159.00		USD 39,750.00
Concepts & Connections (2025) - Geometry Teacher Resource Package (4 years)	9798888035177	2.00	USD 480.00		USD 960.00
Concepts & Connections (2025) - Geometry Teacher Resource Package (4 years)	9798888035177	23.00	USD 480.00	100.00%	USD 0.00
Discovering Math Quantitative Reason Approach, 2nd K12 WebAssign (4-year access)	9798214598550	139.00	USD 110.00		USD 15,290.00

K-12 Product Training	9781337466196	1.00	USD 3,150.00	100.00%	USD 0.00
K12 Print + Digital Bundle: Discovering Mathematics: A Quantitative Reasoning Approach, 2nd Student Edition + WebAssign (4-year access)	9798214598574	110.00	USD 167.00		USD 18,370.00
K12 Print + Digital: Precalculus with Limits, 5th Student Edition + WebAssign (4-year access)	9798214415758	70.00	USD 195.00		USD 13,650.00
Mathematical Models with Applications, Texas Edition	9781305096691	170.00	USD 177.50		USD 30,175.00
Precalculus with Limits, 5th K12 WebAssign (4-year access)	9798214415253	243.00	USD 125.00		USD 30,375.00
Precalculus with Limits, 5th Student Notetaking Guide	9780357541500	1,252.00	USD 29.00		USD 36,308.00
Precalculus with Limits, 5th Wraparound Teacher's Edition	9780357540732	7.00	USD 285.00	100.00%	USD 0.00
Student Workbook for Timmons/Johnson/McCook's Mathematical Models with Applications, Texas Edition, 2nd	9781305112544	932.00	USD 54.75		USD 51,027.00
WA IAC K12 4YR MATHEMATICAL MO DELS W/APPL TX	9798214414195	233.00	USD 126.50		USD 29,474.50

This tax estimate is subject to change based on factors including, but not limited to, the appropriate tax rate provided by customer or purchase volume changes.

Subtotal	USD 712,344.50
Total Price	USD 543,579.50
Shipping and Handling	USD 71,234.45
Grand Total	USD 614,813.95
Total Savings	USD 168,765.00

Accept Quote

Order Creation Link <https://cengageorg.my.site.com/Service/s/k12-order?orderId=00004985>

Terms & Conditions

This quote shall be deemed accepted by Customer upon Cengage receiving (i) any written confirmation indicating acceptance, or (ii) a Customer purchase order. Any terms or conditions contained in any written confirmation or Customer purchase order will have no force and effect and will not amend or modify this quote. Once confirmed, an invoice will be sent on the start date of Customer purchase. Notwithstanding anything in the Terms (defined below), invoices are due and payable within thirty (30) days from receipt of the applicable invoice. This quote shall be governed by the terms and conditions for Products and/or Offerings found at <https://cengage.widen.net/s/glsqhrqfbt/ngl-online-sales-terms---jan-2025> (the "Terms"), except (i) where Customer has a written sales agreement executed by Cengage for the Products and/or Offerings referenced herein, in which case such written sales agreement will govern, or (ii) as otherwise set forth herein.

If Customer wishes to negotiate terms, please reach out to Cengage to obtain the proper agreement. All information embodied in this document is strictly confidential and may not be duplicated or disclosed to third parties outside recipient's organization without prior written consent of Cengage.

Additional Information

Comments

Texas edition online bundled with purchase of National Edition. Access to the TX 2015 AGA is on bim.com and Concepts and Connections is on myadamath.com for 2yrs. For the remaining 2yrs to fulfill 4yr purchase online access will be the new Concepts and Connections TX program.



QUOTE ANALYSIS FORM

Form version 7.2023

INSTRUCTIONS FOR COMPLETION:

- 1) Vendor quotes must be provided by Vendor, in writing, and not expired.
- 2) Vendors must be awarded via District RFP/CSP or Interlocal Agreement (Purchasing co-op) TEC 44.031
- 3) Selection/Award must be based on "best value" for the use of District funds TEC 44.031

Quote Analysis Summary			
Please provide a short summary below for each quotation obtained and include why it was selected or denied.			
Vendor Name:	Cengage Learning	Quote Total:	\$614,813.95
Summary:	High School Math adoption for IMRA Cycle 2024. Subjects - Alg 1, Geometry, Alg 2, PreCalculus, Algebraic Reasoning, and Math Models w/ Applications. 4 years.		
Vendor Name:	HMH	Quote Total:	\$265,846.10
Summary:	Available High School Math Options - Alg 1, Geometry, Alg 2 only. 2 years.		
Vendor Name:	McGraw Hill	Quote Total:	\$203,949.18
Summary:	Available High School Math Options - Alg 1, Geometry, Alg 2 only. 4 years. No consumables available.		

Funding /Account #: 410.11.6321.00.801.11.000

Vendor Selected: Cengage Learning

Selection Justification: IMRA Selection Committee went through selection process to determine best materials for our teachers and students. They wanted cohesiveness throughout all grade levels. Cengage was able to provide that.

Name of Department/Campus Administrator: Brandi Phillips, IMA Coordinator

Signature: 

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

III.F.4. Approve Renewal of Property
& Casualty Insurance (RFP 23.16)



Board Exhibit Cover Sheet

Meeting Date: April 17, 2025

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

Agenda Item Title: Approve Renewal of Property & Casualty Insurance (RFP 23.16)

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Tracy Reinholt

Executive Summary: A Request for Proposals was issued for a Property & Casualty Insurance in FY 2023. The RFP was issued with an initial contract term of one year, along with the option for up to four one-year renewals. This will be the second renewal of the contract.

Recommendation: Approve renewal of Frost Insurance to provide property and casualty insurance coverage for one year beginning May 1, 2025.

Budget Impact* (if applicable): \$6,280,096.85

Funding Source (if applicable): General Fund

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

4/7/2025
Date

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

Date

General Counsel's Signature

Date

PREMIUM COMPARISON

Description of Coverage	Expiring Premium	Renewal Premium
Property Premium	\$6,837,620.00	\$5,721,664.00
Taxes/Fees	\$359,008.81	\$299,529.68
Total Property Premium	\$7,196,628.81	\$6,021,193.68
Equipment Breakdown	\$21,567.00	\$22,114.00
Terrorism	\$30,012.18	\$30,485.23
Flood	\$198,129.87	\$206,303.94
Total Estimated Premium	\$7,448,337.86	\$6,280,096.85

Recommended Coverages/Services:

Frost Client Training Center	No Charge
Frost Insurance Online Service Center	No Charge
Zywave Client Portal, HR Hotline & Zywave Learning	No Charge

Payment Options:

We can accept payment for this premium due via check or pay online at <https://frostinsurance.epaypolicy.com>. Please note there is an ACH fee of \$3.25 or credit card fee of 3.5% per transaction.

NOTE: Insurance rates and qualification guidelines are changing rapidly and are subject to change prior to binding. All policies are subject to final underwriting approval and inspection by the insurance company and they reserve the right to change or cancel policies as allowed by state law according to their further review.

PROPERTY

Prepared for: Beaumont Independent School District
 Proposed Carrier: Various Carriers – See Schematic
 Proposed Effective Dates: 5/1/2025 to 5/1/2026

PREMIUM AND RATE COMPARISON

	Expiring	Renewal	Variance
Composite Rate	\$0.700	\$0.570	-19%
TIV	\$980,338,955	\$1,005,164,149	3%
Pure Property Premium	\$6,862,983.00	\$5,721,664.00	-17%
Taxes/Fees	\$361,822.38	\$299,529.00	-17%
Total Property Premium	\$7,224,805.38	\$6,021,193.68	-17%

COVERAGE DETAIL

TIV: \$1,005,164,149

Specific Location Rated – Not Blanket Rated

15% Margin Clause – Increases the property limit 15% for each location in the event of a loss

Limit of Liability: \$200,000,000 Per Occurrence – As Scheduled, limited to \$100,000,000 Per Occurrence as respects Named Storm

\$25,000,000 Per **Occurrence** but in the Annual Aggregate for **Earth Movement**, EXCEPT not to exceed:

- No Coverage Provided Per **Occurrence** but in the Annual Aggregate for **Earth Movement** in the State of California
- No Coverage Provided Per **Occurrence** but in the Annual Aggregate for **Earth Movement** in **Pacific Northwest Counties**
- No Coverage Provided Per **Occurrence** but in the Annual Aggregate for **Earth Movement** in **New Madrid Counties**
- No Coverage Provided Per **Occurrence** but in the Annual Aggregate for **Earth Movement** in the State of Alaska
- No Coverage Provided Per **Occurrence** but in the Annual Aggregate for **Earth Movement** in the State of Hawaii

The most this policy will pay for **Earth Movement** in any one policy year is \$25,000,000.

\$25,000,000 Per **Occurrence** but in the Annual Aggregate for **Flood**, EXCEPT not to exceed:

- \$5,000,000 Per **Occurrence** but in the Annual Aggregate for **Flood** in **High Hazard Flood Zones**

The most this policy will pay for **Flood** in any one policy year is \$25,000,000.

Beaumont ISD Summary of Insurance Proposal

	Current Coverage 2024-2025	Renewal Coverage 2025-2026
Property Company	Frost Insurance Agency	Frost Insurance Agency
	National Fire & Marine Ins. Co. (Lead) + Other Carriers	National Fire & Marine Ins. Co. (Lead) + Other Carriers
Limit other than Named Storm	\$200,000,000	\$200,000,000
Named Storm Limit	\$100,000,000	\$100,000,000
Replacement Cost Values	\$980,338,955	\$1,005,164,169
Wind Driven Rain Premium	Included in Property Premium	Included in Property Premium
Scheduled Property Premium	\$7,196,629	\$6,021,194
Other than Named Storm Limit (AOP)	\$200,000,000	\$200,000,000
Extra Expense Limit	\$1,000,000	\$1,000,000
<i>Other than Wind Deductible (AOP)</i>	\$250,000	\$250,000
Wind/Hail Limit	\$200,000,000 All Other Wind & Hail	\$200,000,000 All Other Wind & Hail
Wind Driven Precipitation Limit	\$2,500,000 Per Occurrence and in the Annual Aggregate	\$2,500,000 Per Occurrence and in the Annual Aggregate
<i>Wind/Hail Deductible</i>	\$250,000	\$250,000
<i>Wind/Hail Deductible Minimum</i>	\$250,000	\$250,000
<i>Wind/Hail Deductible Maximum</i>	No Maximum	No Maximum
<i>Wind Driven Rain, Named Windstorm Deductible</i>	<i>3% of the combined property damage values, plus associated time element at each location involved in the loss or damage in any one Occurrence, subject to a minimum deductible of \$250,000 in any one Occurrence</i>	<i>3% of the combined property damage values, plus associated time element at each location involved in the loss or damage in any one Occurrence, subject to a minimum deductible of \$250,000 in any one Occurrence</i>
Valuable Papers Limit	\$1,000,000	\$1,000,000
Fine Arts Limit	\$100,000 Sublimit with additional \$25,000 per any one item sublimited	\$100,000 Sublimit with additional \$25,000 per any one item sublimited
Named Storm or Hurricane excluding Flood		
Named Storm Wind Limit	\$100,000,000	\$100,000,000
Wind Driven Precipitation Limit	\$2,500,000	\$2,500,000
<i>% or \$ Deductible</i>	<i>3% of the combined property damage values, plus associated time element at each location involved in the loss or damage in any one Occurrence, subject to a minimum deductible of \$250,000 in any one Occurrence</i>	<i>3% of the combined property damage values, plus associated time element at each location involved in the loss or damage in any one Occurrence, subject to a minimum deductible of \$250,000 in any one Occurrence</i>
<i>Named Storm Deductible Minimum</i>	3% \$250,000 Minimum	3% \$250,000 Minimum
<i>Named Storm Deductible Maximum</i>	No Maximum	No Maximum
<i>Wind Driven Rain Deductible. Named Storm</i>	<i>3% of the combined property damage values, plus associated time element at each location involved in the loss or damage in any one Occurrence, subject to a minimum deductible of \$250,000 in any one Occurrence</i>	<i>3% of the combined property damage values, plus associated time element at each location involved in the loss or damage in any one Occurrence, subject to a minimum deductible of \$250,000 in any one Occurrence</i>
Named Storm Flood		
Flood Limit Zones A, AE, V (100 Year)	\$5,000,000 per Occurrence and in the Aggregate for all High Hazard Flood Zones	\$5,000,000 per Occurrence and in the Aggregate for all High Hazard Flood Zones

<i>Flood Ded Zones A, AE, V (100 Year)</i>	Only the highest deductible would apply in any one occurrence: \$100,000 per Occurrence for all locations involved in the loss or damage, EXCEPT; 3% of the combined property damage values, plus associated time element at each location involved in the loss or damage in any one Occurrence, subject to a minimum of \$100,000 in any one Occurrence for Flood caused by, resulting from, or associated with a Named Windstorm; AND \$500,000 per building plus \$500,000 contents per building, plus \$100,000 Time Element per Occurrence for locations that are situated wholly or partially within High Hazard Flood Zones (Zones A, AE, All A, V (100 Year).	Only the highest deductible would apply in any one occurrence: \$100,000 per Occurrence for all locations involved in the loss or damage, EXCEPT; 3% of the combined property damage values, plus associated time element at each location involved in the loss or damage in any one Occurrence, subject to a minimum of \$100,000 in any one Occurrence for Flood caused by, resulting from, or associated with a Named Windstorm; AND \$500,000 per building plus \$500,000 contents per building, plus \$100,000 Time Element per Occurrence for locations that are situated wholly or partially within High Hazard Flood Zones (Zones A, AE, All A, V (100 Year).
Flood Limit not Zones A, AE, V (100+ Year)	\$25,000,000 per Occurrence and in the Aggregate	\$25,000,000 per Occurrence and in the Aggregate
<i>Flood Ded Zone B, X500 (100-500 Yr)</i>	\$100,000 per Occurrence for all locations involved in the loss or damage, EXCEPT; 3% of the combined property damage values, plus associated time element at each location involved in the loss or damage in any one Occurrence, subject to a minimum of \$100,000 in any one Occurrence for Flood caused by, resulting from, or associated with a Named Windstorm	\$100,000 per Occurrence for all locations involved in the loss or damage, EXCEPT; 3% of the combined property damage values, plus associated time element at each location involved in the loss or damage in any one Occurrence, subject to a minimum of \$100,000 in any one Occurrence for Flood caused by, resulting from, or associated with a Named Windstorm
<i>Flood Ded Zone C, X (500+ Yr)</i>	\$100,000 per Occurrence for all locations involved in the loss or damage, EXCEPT; 3% of the combined property damage values, plus associated time element at each location involved in the loss or damage in any one Occurrence, subject to a minimum of \$100,000 in any one Occurrence for Flood caused by, resulting from, or associated with a Named Windstorm	\$100,000 per Occurrence for all locations involved in the loss or damage, EXCEPT; 3% of the combined property damage values, plus associated time element at each location involved in the loss or damage in any one Occurrence, subject to a minimum of \$100,000 in any one Occurrence for Flood caused by, resulting from, or associated with a Named Windstorm
Flood Zones	All Zones	All Zones
Are Flood Zones determined at policy issue or time of loss?	At time of Loss	At time of Loss
Unnamed Storm Flood		
Flood Limit Zones A, AE, V (100 Year)	\$5,000,000 per Occurrence and in the Aggregate for all High Hazard Flood Zones	\$5,000,000 per Occurrence and in the Aggregate for all High Hazard Flood Zones
<i>Flood Ded Zones A, AE, V (100 Year)</i>	Only the highest deductible will apply in any one occurrence: \$100,000 per Occurrence for all locations involved in the loss or damage, AND \$500,000 per building plus \$500,000 contents per building, plus \$100,000 Time Element per Occurrence for locations that are situated wholly or partially within High Hazard Flood Zones (Zones A, AE, All A, V (100 Year).	Only the highest deductible will apply in any one occurrence: \$100,000 per Occurrence for all locations involved in the loss or damage, AND \$500,000 per building plus \$500,000 contents per building, plus \$100,000 Time Element per Occurrence for locations that are situated wholly or partially within High Hazard Flood Zones (Zones A, AE, All A, V (100 Year).
Flood Limit not Zones A, AE, V (100+ Year)	\$25,000,000 per Occurrence and in the Aggregate	\$25,000,000 per Occurrence and in the Aggregate

<i>Flood Ded Zone B,X-shaded (100-500 Yr)</i>	\$100,000 per Occurrence for all locations involved in the loss or damage	\$100,000 per Occurrence for all locations involved in the loss or damage
<i>Flood Ded Zone C,X-unshaded (500+ Yr)</i>	\$100,000 per Occurrence for all locations involved in the loss or damage	\$100,000 per Occurrence for all locations involved in the loss or damage
Flood Zones	All Zones	All Zones
Are Flood Zones determined at policy issue or time of loss?	At time of loss	At time of loss
Agent Fee/Commission Reduced	Included	Included
Do all % Deductibles apply to damaged building?	Total Line Item (Building & Contents Combined)	Total Line Item (Building & Contents Combined)
Do all related Minimum Deductibles apply to building?	Occurrences	Occurrences
In event of a loss, if the replacement exceeds the actual cash value?	The value shown on the Property SOV line item	The value shown on the Property SOV line item
Terrorism Limit	\$100,000,000	\$100,000,000
Company	Lloyds of London	Lloyds of London
<i>Terrorism Deductible</i>	\$0	\$0
Terrorism Premium NOT Included in Property	\$30,012.18	\$30,485.23
Band Equipment & Uniforms Limit	Not covered on the Contractors Equipment policy. Values should be included in contents limit shown on Statement of Values on Property policy	Not covered on the Contractors Equipment policy. Values should be included in contents limit shown on Statement of Values on Property policy
<i>Deductible</i>	The value shown on the Property SOV line item	The value shown on the Property SOV line item
EDP Equipment & Data Limit	Not covered under the Contractors Equipment policy. \$100,000 limit for Electronic Data and Media is covered on the Property policy. The Electronic Equipment values should be included in the Contents values limit shown on the Statement of Values under the Property policy.	Not covered under the Contractors Equipment policy. \$100,000 limit for Electronic Data and Media is covered on the Property policy. The Electronic Equipment values should be included in the Contents values limit shown on the Statement of Values under the Property policy.
<i>Deductible</i>	Not applicable on the Contractors Equipment policy for EDP Equipment & Data Limit per the above.	Not applicable on the Contractors Equipment policy for EDP Equipment & Data Limit per the above.
Fine Arts Limit	Not covered under the Contractors Equipment policy. The Property policy affords \$100,000 Sublimit with additional \$25,000 per any one item sublimited.	Not covered under the Contractors Equipment policy. The Property policy affords \$100,000 Sublimit with additional \$25,000 per any one item sublimited.
<i>Deductible</i>	Property policy deductibles apply accordingly.	Property policy deductibles apply accordingly.
Total Property Limit		
Boiler & Machinery Company	Liberty Mutual Fire Ins. Co.	Liberty Mutual Fire Ins. Co.
Limit	\$100,000,000	\$100,000,000
<i>Deductible</i>	\$25,000	\$25,000
Premium	\$21,567	\$22,114
Flood Premium	\$198,130	\$206,304
Total Premium	\$7,448,337.86	\$6,280,096.85

III.F.5. Approve Contract Award for
HVAC Replacement (CSP 25.11)



Board Exhibit Cover Sheet

Meeting Date: April 17, 2025

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

Agenda Item Title: Approve Contract Award for HVAC Replacement Project (CSP 25.11)

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Randall Maxwell, Allen Devault

Executive Summary: A Request for Competitive Sealed Proposals was issued for HVAC Replacements at West Brook High School. One response was received.

Recommendation: Approve Associated Mechanical Services, Inc. for the HVAC Replacement Project.

Budget Impact* (if applicable): \$480,354.00

Funding Source (if applicable): Capital Projects

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

4/7/2025
Date

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

Date

General Counsel's Signature

Date

REQUEST FOR COMPETITIVE SEALED PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
CSP 25.11 – HVAC REPLACEMENT PROJECT

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 Competitive Sealed Proposals.

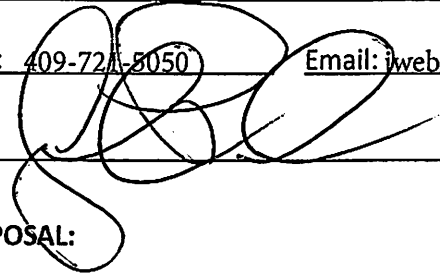
PROPOSAL FORM

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

1.2 SUBMITTED BY: _____
Associated Mechanical Services, Inc.

Address: 1635 Industrial Park Nederland, TX 77627

Phone No.: 409-721-8050 Email: jweber@amsitx.com Date: 4/2/25

Signature: _____


1.3 BASE PROPOSAL:
A. \$ 450,354.00 (Amount in figures)

B. Owner's Contingency: \$30,000.00

TOTAL PROPOSAL (Sum of A & B): \$ 480,354.00

1.5 ADDENDA: Undersigned acknowledges receipt of Addenda:
Nos. & Dates) Addendum 1 3.19.25 Addendum 2 3.19.25

1.6 REVIEW OF CONTRACT DOCUMENTS

The Proposer certifies it has reviewed the Contractor Agreement included as Exhibit B.

X Yes _____ No

III.F.6. Approve Rankings and
Contract for Fire Alarm
Replacement at ML King (CSP 25.16)



Board Exhibit Cover Sheet

Meeting Date: April 17, 2025

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

Agenda Item Title: Approve Rankings and Contract Award for the Chiller Replacement Project (CSP 25.15)

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Randall Maxwell, Allen Devault

Executive Summary: A Request for Competitive Sealed Proposals was issued for the Chiller Replacement Project at Beaumont United High School. Two responses were received.

Recommendation: Approve Associated Mechanical Services, Inc. for the HVAC Replacement Project

Budget Impact* (if applicable): \$475,203.00

Funding Source (if applicable): Capital Projects

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

4/7/2025
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 25.15 – CHILLER REPLACEMENT PROJECT (BU)

PROPOSAL EVALUATION TABULATION

PROPOSAL OPENING APRIL 3, 2025 @ 3:00 P.M.

<u>OFFEROR'S COMPANY NAME</u>	<u>RESPONSIVE</u>	<u>TOTAL POINTS SCORED</u>	<u>RANKING</u>
C&C Mechanical Co., LLC	Y	83.0	2
Associated Mechanical Services, Inc.	Y	93.3	1

Evaluators:

Allen DeVault – Director of Maint. & Operations
 Mark McClelland – Asst. Director of Maint. & Operations
 Dean Moore – MEP Supervisor

<u>Evaluation Criteria</u>	<u>Possible Points</u>
Price Proposal	60 points
Experience & Reputation	15 points
Quality of Proposer's Services	10 points
Financial Capability	5 points
Prior Relationship w/BISD	10 points

REQUEST FOR COMPETITIVE SEALED PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
CSP 25.15 – CHILLER REPLACEMENT PROJECT

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 Competitive Sealed Proposals.

PROPOSAL FORM

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

1.2 SUBMITTED BY: Associated Mechanical Services, Inc.

Address: 1635 Industrial Park Nederland, TX 77627

Phone No.: 409-721-5050 Email: jweber@amsitx.com Date: 4/3/2025

Signature: 

1.3 BASE PROPOSAL:

A. \$ 450,203.00 (Amount in figures)

B. \$25,000.00 Owners' Contingency

C. \$ 475,203.00 Sum of A & B

1.4 ESTIMATED TIME OF DELIVERY (CHILLER)

12-14 Weeks (number of weeks)

1.5 ADDENDA: Undersigned acknowledges receipt of Addenda:

Nos. & Dates) 0

III.F.7. Approve Amended Order
Authorizing The Defeasance and
Optional Redemption Of Certain
Outstanding Bonds and Containing
Other Matters Related Thereto



Board Exhibit Cover Sheet

Meeting Date: April 17, 2025

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

Agenda Item Title: Approve Amended Order Authorizing the Defeasance And Optional Redemption Of Certain Outstanding Bonds And Containing Other Matters Related Thereto

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: The district plans to take action on the defeasance and optional redemption of certain maturities of the District's outstanding unlimited tax school building bonds, Series 2016 and 2017 in May 2025. The district received additional funds for Existing Debt Allotment funds this year and the previous year to fund the additional defeasance.

Recommendation: Approve the Amended Order Authorizing the Defeasance And Optional Redemption Of Certain Outstanding Bonds And Containing Other Matters Related Thereto

Budget Impact* (if applicable): N/A

Funding Source (if applicable):

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

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

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



Cabinet Level Presenter's Signature



Date

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

General Counsel's Signature Date

**AMENDED ORDER AUTHORIZING THE DEFEASANCE AND OPTIONAL
REDEMPTION OF CERTAIN OUTSTANDING BONDS AND CONTAINING OTHER
MATTERS RELATED THERETO**

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, by Order approved and adopted by the Board of Trustees (the “Board”) of the District on August 14, 2024 (the “Original Order”), the Board approved and authorized a defeasance plan described therein for the defeasance and optional redemption of certain maturities of the Outstanding Bonds (the “Defeasance Plan”), and, in connection therewith, the Board now desires to amend the Original Order to further approve, authorize and supplement the Original Order and Defeasance Plan and to further provide for the defeasance and optional redemption of certain maturities of the Outstanding Bonds and to 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 **EIGHT MILLION SIX HUNDRED FIFTY TWO THOUSAND DOLLARS (\$8,652,000.00)** in Outstanding Bonds shall be defeased (the "Defeased Bonds"), inclusive of all defeasance fees and expenses, 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 **EIGHT MILLION SIX HUNDRED FIFTY-TWO THOUSAND DOLLARS (\$8,652,000.00)** inclusive of all defeasance fees and expenses, 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 _____, 2025.

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 _____, 2025 (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 Houston, 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 20__ (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 _____, 2025 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 201__, maturity _____, in the
Principal Amount of \$ _____

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.

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: _____

III.F.8. Approve Renaming of Early
College High School



Board Exhibit Cover Sheet

Meeting Date: April 17, 2025

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

Agenda Item Title: Approve the renaming of the Early College High School

Cabinet Level Presenter(s): Randall Maxwell

Additional Presenter(s): Mrs. Pharis, Allen DeVault

Executive Summary: With the transition of the ECHS HS to the MLKING building, a new name for the facility is being recommended. Current students at the ECHS gave suggestions and the Principal, Mrs. Pharis submitted two final choices for the board's review.

Dr. Martin Luther King, Jr. College & Career Academy
Dr. Martin Luther King, Jr. Collegiate Academy

Recommendation: Approve the naming of the new PTECH/ECHS new facility at ML King to Dr. Martin Luther King, Jr. Collegiate Academy.

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

4-11-2025

Date

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

Date

General Counsel's Signature

Date

III.F.9. Approve Revised Rezoning
Plan



Board Exhibit Cover Sheet

Meeting Date: April 17, 2025

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

Agenda Item Title: Approve the Amendment to the BISD Rezoning Plan

Cabinet Level Presenter(s): Dr. Anita Frank and Anetra Cheatham

Additional Presenter(s):

Executive Summary: As part of the comprehensive rezoning plan, an amendment is proposed to revise the middle school attendance zone map. This revision will rezone **Charlton-Pollard Elementary** from its current feeder pattern of **Odom Academy** to **Pietzsch-MacArthur 6th - 8th** Campus.

Recommendation: The Board approves the amendment to the BISD Rezoning Plan.

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

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

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

Anita Frank

Cabinet Level Presenter's Signature

4/9/25

Date

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

Date

General Counsel's Signature

Date

BISD Rezoning Plan Amendment

Agenda Item: Amendment to Rezoning Plan: Middle School Attendance Zone Adjustment

Date: April 17, 2024

As part of the comprehensive rezoning plan, an amendment is proposed to revise the middle school attendance zone map. This revision will rezone **Charlton-Pollard Elementary** from its current feeder pattern of **Odom Academy** to **Pietzsch-MacArthur 6th - 8th Campus**.

This adjustment is being made in response to the significant increase in the number of students geocoded to Odom Academy following the district's annual roll-over process. By redirecting Charlton-Pollard students to Pietzsch-MacArthur, the district aims to:

- Alleviate projected overage of facility capacity at Odom Academy
- Maximize district resources, facility use, and student enrollment across middle schools
- Ensure sustainable facility management and maintain quality educational environments

This amendment supports the rezoning plan's overall objective and guiding principles by promoting the efficient use of facilities and district resources.

Rezoning Objective

To draw attendance boundaries that support the efficient and effective use of school facilities and district resources.

Guiding Principles of the Rezoning Plan

- Attempt to assign entire neighborhoods to the same school(s)
- Consider students' proximity to campuses
- Utilize projected student enrollment and capacity to measure the efficient use of educational facilities and resources
- Analyze special program locations and assignments
- Consider transportation opportunities and challenges for school buses

IV. ADJOURNMENT