

Regular Meeting

Thursday, July 24, 2025 4:30 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.1.1. Accountability
Litigation Update

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.b.1.1. Board Member
Evaluation

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.c.1.1. Price

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. OPEN BOARD MEETING

II.A. INTRODUCTION OF REGULAR MEETING

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

II.A.2. Recognitions

II.B. STUDENT OUTCOMES

II.B.1. Superintendent's Report

II.B.2. Cabinet Report

II.B.2.a. Preliminary STAAR
Data/Board Outcome Goal Update



Board Exhibit Cover Sheet

Meeting Date: July 24, 2025

Agenda Item/Exhibit Number: **II.B.2.a.**

Agenda Item Title: Board Outcome Goals Update: 2024-2025 Preliminary STAAR Data

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

Additional Presenter(s):

Executive Summary: The Texas Education Agency has released preliminary State of Texas Assessment of Academic Readiness (STAAR) results for the end-of-course assessments (Algebra I, English I, English II, Biology, and U.S. History), 3-8 STAAR Reading and Math, 5 & 8 Science, and 8 Social Studies. The preliminary results for Beaumont ISD will be presented with a comparison to the district's 2023-2024 STAAR performance.

Recommendation: Information Only

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): DNB Legal

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

Anita Frank

Cabinet Level Presenter's Signature

7/16/2025

Date

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

Date

General Counsel's Signature

Date

2025 Preliminary STAAR Data



Date: July 24, 2025

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VISION

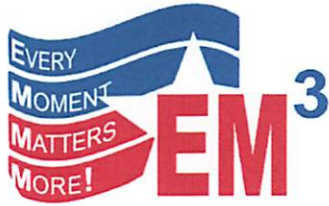
In collaboration with the entire community, we will create an inclusive environment of academic excellence that supports the diverse needs of all learners.

MISSION

We will inspire and prepare all students for lifelong success by providing an exemplary education in a safe learning environment.



CORE BELIEFS

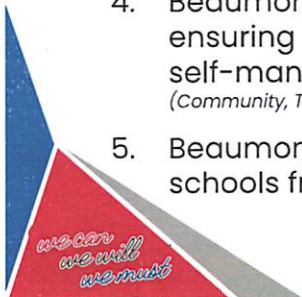


1. All children can and will learn.
2. We can achieve higher levels of performance within every facet of our organization.
3. Every classroom should have an effective teacher and every school should have an effective principal.
4. All school and work environments should be safe, secure and supportive.
5. We should work collaboratively with our families and community partners.
6. We should be fiscally responsible and accountable to the public.



BOARD OUTCOME GOALS – 2030

1. The percent of 3rd grade students that score meets grade level or above on STAAR Reading will increase from **32% to 64% by June 2030.**
2. The percent of 3rd grade students that score meets grade level or above on STAAR Math will increase from **26% to 52% by June 2030.**
3. The percentage of graduates that meet the criteria for CCMR will increase from **65% to 90% by August 2030.**
4. Beaumont ISD will improve its perception with all stakeholders by ensuring all students are safe, supported, and able to develop self-management skills, as measured by surveys and other data reports.
(Community, Teacher & Student Perception, Discipline, Safety Measures)
5. Beaumont ISD will increase the percentage of students in "A or B" rated schools from **15% to 50% by August 2030.**



Elementary 2024-2025 Preliminary STAAR Data

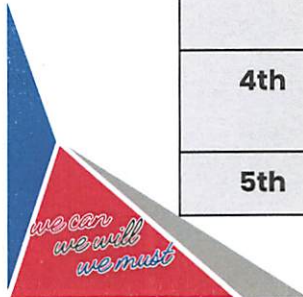


State of Texas Assessments of Academic Readiness



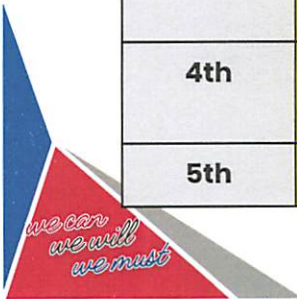
Elementary Math Data

Grade Level	2024			2025			Change (+/-)		
	App	Meets	Masters	App	Meets	Masters	App	Meets	Masters
3rd	46%	18%	5%	49%	26%	7%	+3%	+8%	+2%
4th	43%	22%	7%	45%	20%	8%	+2%	-2%	+1%
5th	57%	30%	9%	56%	27%	11%	-1%	-3%	+2%



Elementary Reading Data

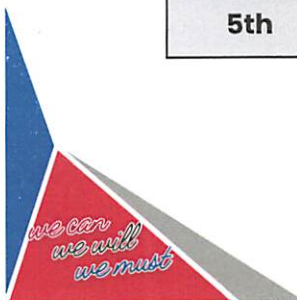
Grade Level	2024			2025			Change (+/-)		
	App	Meets	Masters	App	Meets	Masters	App	Meets	Masters
3rd	51%	25%	7%	60%	32%	9%	+9%	+7%	+2%
4th	67%	30%	10%	63%	29%	8%	-4%	-1%	-2%
5th	62%	35%	14%	60%	38%	14%	-2%	+3%	-



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Elementary Science Data

Grade Level	2024			2025			Change (+/-)		
	App	Meets	Masters	App	Meets	Masters	App	Meets	Masters
5th	37%	12%	3%	42%	13%	4%	+5%	+1%	+1%



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Elementary Cohort Comparison Data

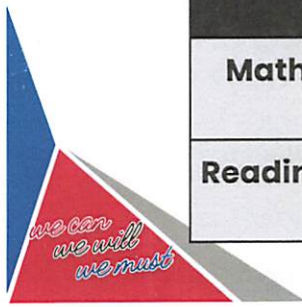


State of Texas Assessments of Academic Readiness



Cohort Data @ Approaches 4th & 5th Grades (3rd & 4th Graders in 2023-2024)

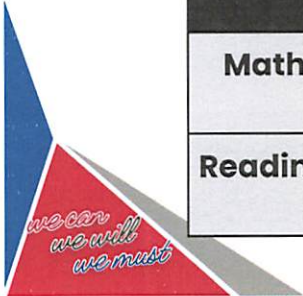
Tested Subject	Cohort 1 (3rd to 4th)		Change (+/-)	Cohort 2 (4th to 5th)		Change (+/-)
	2024	2025		2024	2025	
Math	46%	45%	-1%	43%	56%	+13%
Reading	51%	63%	+12%	67%	60%	-7%



Cohort Data @ Meets
4th & 5th Grades
(3rd & 4th Graders in 2023-2024)

Tested Subject	Cohort 1 (3rd to 4th)		Change (+/-)	Cohort 2 (4th to 5th)		Change (+/-)
	2024	2025		2024	2025	
Math	18%	20%	+2%	22%	27%	+5%
Reading	25%	29%	+4%	30%	38%	+8%

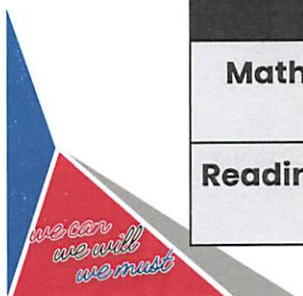
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Cohort Data @ Masters
4th & 5th Grades
(3rd & 4th Graders in 2023-2024)

Tested Subject	Cohort 1 (3rd to 4th)		Change (+/-)	Cohort 2 (4th to 5th)		Change (+/-)
	2024	2025		2024	2025	
Math	5%	8%	+3%	7%	11%	+4%
Reading	7%	8%	+1%	10%	14%	+4%

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Middle School 2024-2025 Preliminary STAAR Data

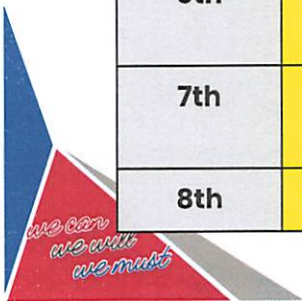


State of Texas Assessments of Academic Readiness



Middle School Math Data

Grade Level	2024			2025			Change (+/-)		
	App	Meets	Masters	App	Meets	Masters	App	Meets	Masters
6th	43%	13%	2%	49%	14%	3%	+6%	+1%	+1%
7th	19%	6%	.40%	24%	9%	2%	+5%	+3%	+2%
8th	54%	24%	4%	48%	26%	9%	-6%	+2%	+5%



Middle School Reading Data

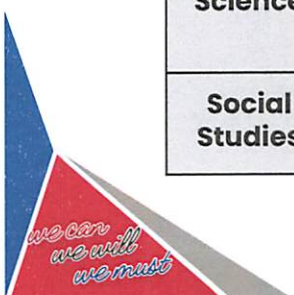
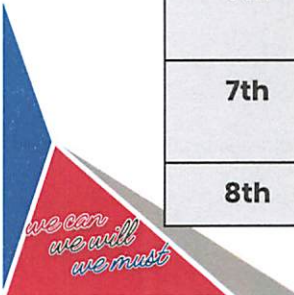
Grade Level	2024			2025			Change (+/-)		
	App	Meets	Masters	App	Meets	Masters	App	Meets	Masters
6th	51%	26%	5%	56%	29%	8%	+5%	+3%	+3%
7th	55%	34%	13%	55%	30%	10%	-	-4%	-3%
8th	63%	35%	15%	65%	36%	16%	+2%	+1%	+1%

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Middle School Science & Social Studies Data

8th	2024			2025			Change (+/-)		
	App	Meets	Masters	App	Meets	Masters	App	Meets	Masters
Science	46%	20%	4%	47%	20%	4%	+1%	-	-
Social Studies	37%	16%	7%	33%	14%	6%	-4%	-2%	-1%

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Middle School Cohort Comparison Data

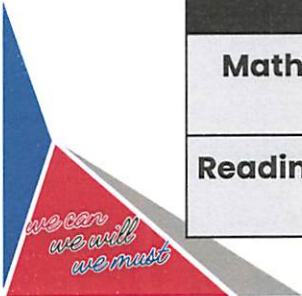


State of Texas Assessments of Academic Readiness



Cohort Data @ Approaches 7th & 8th Grades (6th & 7th Graders in 2023-2024)

Tested Subject	Cohort 1 (6th to 7th)		Change (+/-)	Cohort 2 (7th to 8th)		Change (+/-)
	2024	2025		2024	2025	
Math	43%	24%	-19%	19%	48%	+29%
Reading	51%	55%	+4%	55%	65%	+10%



Cohort Data @ Meets
7th & 8th Grades
(6th & 7th Graders in 2023-2024)

Tested Subject	Cohort 1 (6th to 7th)		Change (+/-)	Cohort 2 (7th to 8th)		Change (+/-)
	2024	2025		2024	2025	
Math	13%	9%	-4%	6%	26%	+20%
Reading	26%	30%	+4%	34%	36%	+2%

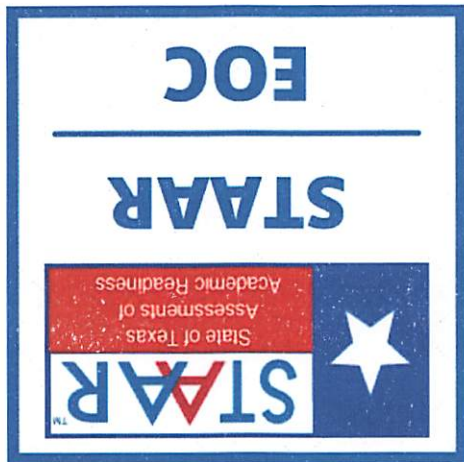
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Cohort Data @ Masters
7th & 8th Grades
(6th & 7th Graders in 2023-2024)

Tested Subject	Cohort 1 (6th to 7th)		Change (+/-)	Cohort 2 (7th to 8th)		Change (+/-)
	2024	2025		2024	2025	
Math	2%	2%	-	.4%	9%	+8.6%
Reading	5%	10%	+5%	13%	16%	+3%

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STAAR EOC Assessment Preliminary Data 2024-2025



High School STAAR EOC Data

Grade Level	2024		2025		Change (+/-)	
App	Meets	Masters	App	Meets	Masters	
Algebra I	68%	11%	62%	28%	11%	-6%
Biology	83%	7%	83%	37%	8%	-1%
US History	87%	46%	20%	90%	54%	+3%
English I	51%	35%	7%	49%	31%	-2%
English II	60%	44%	5%	58%	41%	-3%

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DISTRICTWIDE PERFORMANCE SUMMARY

Key Gains

- **Approaches and Meets** Level Performance has maintained or improved from 2024 to 2025 in 12 of the 20 areas tested.
- **Masters Level** Performance has maintained or improved from 2024 to 2025 in 16 of the 20 areas tested
- **RLA Meets** Level Performance has improved in **Grades 3** (+7%), **5** (+3%), **6** (+3%), and **8** (+1%)
- **Math Meets** Level Performance has improved in **Grades 3** (+8%), **6** (+1%), **7** (+3%), **8** (+2), and **Algebra I** (+2)
- **US History** overall pass rate 90% with increase in **Meets & Masters** (+8%),(+8%)

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DISTRICTWIDE PERFORMANCE SUMMARY

Key Gains (Continued)

- **Cohort Growth from 3rd to 4th:**
 - **Reading** at *Approaches* (+12%), *Meets* (+4%), and *Masters* (+1%)
 - **Math** at *Meets* (+2%) and *Masters* (+3%)
- **Cohort Growth from 4th to 5th:**
 - **Reading** at *Meets* (+8%) and *Masters* (+4%)
 - **Math** at *Approaches* (+13%), *Meets* (+5%), and *Masters* (+4%)
- **Cohort Growth from 6th to 7th:**
 - **Reading** at *Approaches* (+4%), *Meets* (+4%), and *Masters* (+5%)
- **Cohort Growth from 7th to 8th:**
 - **Reading** at *Approaches* (+10%), *Meets* (+2%), and *Masters* (+3%)
 - **Math** at *Approaches* (+29%), *Meets* (+20%), and *Masters* (+8.6%)

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DISTRICTWIDE PERFORMANCE SUMMARY

Concerns

- **4th Grade** Reading declined in Approaches (-4%), Meets (-1%), and (-2%) Masters
- **5th Grade** Math declined in Approaches (-1%), and Meets (-3%)
- **Grade 5 & 8** Science mastery remains low despite improvement in overall pass rates
- **Grade 8 Social Studies** declined in Approaches (-4%), Meets (-2%), and Masters (-1%)
- **Elementary and Middle School Math** (especially Grade 7) are critical areas of concern

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AREAS NEEDING FOCUS

Grade/Subject	Key Issue
3rd-5th Math	Low overall passing rate; <50% Approaches in Grades 3 & 4, decline in Grade 4 Meets and Grade 5 Approaches and Meets
6th-8th Math	Low overall passing rate; 7th Grade <65% Approaches; <15% Meets across most campuses
5th & 8th Science	Low mastery rates (avg <13%)
EOC English I	Decline in Meets across most campuses
EOC English II	Decline in Meets/Masters (-3%/-1%)

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*we can
we will
we must*

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II.B.2.b. Review Student
Handbook

II.C. PUBLIC COMMENTS

II.D. INFORMATION ITEMS

II.D.1. Update on Personnel
Activities

II.D.2. Report for Tax Collections



Board Exhibit Cover Sheet

Meeting Date: July 24, 2025

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

Agenda Item Title: Report – Tax Collections

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: N/A

Recommendation: N/A

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

7/14/2025
Date

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

Date

General Counsel's Signature

Date

Tax Collection Report
June 30, 2025

	Taxes Collected			
	6/30/25		6/30/24	
	M & O	I & S	M & O	I & S
Current	325,321.62	65,936.21	218,878.32	75,348.40
Delinquent	(45,512.96)	(19,165.33)	34,049.64	8,999.92
Penalties & Interest	134,783.67	29,974.03	73,295.78	22,717.11
Totals	414,592.33	76,744.91	326,223.74	107,065.43

	Current Taxes			
	Tax Levy	Collections for 06/30/2025	YTD Current Collections	Collected Percentage
	131,459,146.28	391,257.83	127,474,739.78	96.97%

Two Year Comparison	
Current Year as of 06/30/2025	Current Year as of 06/30/2024
96.97%	97.21%

AGENDA:
July 24, 2025

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



Board Exhibit Cover Sheet

Meeting Date: July 24, 2025

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

Agenda Item Title: Report – General Fund Summary

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: N/A

Recommendation: N/A

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

7/16/2025
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
 June 30, 2025

	Amended Budget	Month To Date	Year to Date Transactions	Outstanding Encumbrances	Balances
REVENUES					
Property Tax Collection (including delinquencies)	104,053,804	414,592	104,616,674	-	(562,870)
Sources of Misc Income (Foreign Trade Zone, Athletics...)	22,134,164	91,982	17,496,319	-	4,637,845
State Program Revenues	55,519,895	1,937,245	40,400,524	-	15,119,371
Federal Program Revenues	7,114,949	631,820	2,396,355	-	4,718,594
Other Financing Sources	130,000	276	149,425	-	(19,425)
Total Revenues	188,952,812	3,075,914	165,059,297	-	23,893,515
EXPENDITURES					
11 Classroom	93,376,821	2,368,837	87,309,207	902,908	5,164,706
12 Library	1,164,954	17,142	1,098,130	-	66,824
13 Staff Development	602,598	64,521	341,643	2,931	258,024
21 Asst Sups, Directors, Supervisors, Curriculum Coordinators	4,594,147	158,024	4,122,321	-	471,826
23 Principal, Asst. Principals, Office Clerical	10,043,660	212,614	9,392,639	4,381	646,640
31 Counselors	7,916,770	120,653	7,316,044	1,261	599,465
32 Social Workers	282,745	3,469	189,105	-	93,640
33 Nurses	2,274,016	73,039	2,056,167	-	217,849
34 Transportation	5,956,194	423,691	5,215,740	-	740,454
36 Extracurricular	6,287,596	201,852	5,835,853	12,730	439,013
41 Administration	7,263,237	225,063	6,466,334	17,050	779,853
51 Maintenance and Utilites	29,568,599	1,152,168	25,883,464	95,242	3,589,893
52 Police and Monitoring Services	5,787,557	200,434	5,172,412	-	615,145
53 Data Processing Personnel	3,956,358	463,219	3,499,052	33,385	423,921
61 Parent involvement Liaisons, Day Car Workers	788,616	17,699	552,918	-	235,698
71 Debt Service	1,364,965	-	1,114,964	-	250,001
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	10,864,167	-	401,558
Total Expenditures	193,058,368	6,027,347	176,972,964	1,069,888	15,015,516
Net increase (decrease)	(4,105,556)				

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



Board Exhibit Cover Sheet

Meeting Date: July 24, 2025

Agenda Item/Exhibit Number: **II.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

7/14/2025
Date

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

Date

General Counsel's Signature

Date

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

West Brook High School	\$ 126,901.00
Explanation:	Car Registrations, AP Exams, Library Fines, ID Fines, Program Ads, Chromebook Fees, Cell Phone Fines
Beaumont United High School	\$ 40,405.00
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	\$ 13,055.00
Explanation:	Library Fines, Chromebook Fees, Yearbooks, Cell Phone Fines, ID Fines, Smart ID Fees
Odom Academy	\$ 23,354.00
Explanation:	Chromebook Fees, Cell Phone Fines, Library Fines, ID Fines
Vincent Middle School	\$ 25,310.00
Explanation:	Cell Phone Fines, Chromebook Fees
Amelia Elementary	\$ 3,708.00
Explanation:	Donation, Library Fines, Chromebook Fees, Smart ID Fees
Caldwood Elementary	\$ 19,525.00
Explanation:	Chromebook Fees, Smart ID Fees, Book Fair, Donation, Fundraising Proceeds
Curtis Elementary	\$ 10,161.00
Explanation:	Chromebook Fees, Donation, Library Fines
Fletcher Elementary	\$ 34,952.00
Explanation:	Fundraising Proceeds, Commissions/Vending Machines
Guess Elementary	\$ 10,734.00
Explanation:	Commissions/Vending Machines, Chromebook Fees, Donation, Library Fines, Cell Phone Fines
Regina Howell Elementary	\$ 72,582.00
Explanation:	Chromebook Fees, Library Fines, Commission/Vending Machines, Smart ID Fees, Fundraising Proceeds
Homer Drive Elementary	\$ 10,273.00
Explanation:	Cell Phone Fines, Fundraising Proceeds, Commissions/Vending Machines
Pietzsch Elementary	\$ 2,375.00
Explanation:	Cell Phones Fines, Library Fines, ID Fines, Commission/Vending Machines
Dishman Elementary	\$ 4,554.00
Explanation:	Chromebook Fees, Commissions/Vending Machines, Fundraising Proceeds
Blanchette Elementary	\$ 6,652.00
Explanation:	Chromebook Fees, Library Fines, Commission/Vending Machines, Smart ID Fees, Book Fair, Fundraising Proceeds
Martin Elementary	\$ 2,492.00
Explanation:	Library Fines, Dormant Account Transfer, Commissions/Vending Machines

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

Phalen Leadership Academy (Jones-Clark ES)	\$ 315.00
Explanation: Commissions/Vending Machines, Chromebook Fees	
Charlton-Pollard Elementary	\$ 9,774.00
Explanation: Donation, Cheer Club Fees, Library Fines, Smart ID Fees, Chromebook Fees, Fundraising Proceeds	
Fehl Price Classical Academy	\$ -
Explanation:	
Bingman Pre-K Center	\$ 820.00
Explanation: Commissions/Vending Machines	
Pathways Learning Center	\$ 150.00
Explanation: Chromebook Fees	
Career and Technical Center	\$ 17,613.00
Explanation: CTE Program Proceeds, Donation, Cell Phones	
Brown Center	\$ 1,535.00
Explanation: Chromebook Fees, Cell Phone Fines	
Transportation Dept	\$ 478.00
Explanation: Commissions/Vending Machines	
Maintenance Dept	\$ 76.00
Explanation: Commissions/Vending Machines	
Administration Building	\$ 457.00
Explanation: Commissions/Vending Machines	
Admin. Annex Building	\$ 48.00
Explanation: Commissions/Vending Machines	
Police Dept.	\$ -
Explanation:	
Early College H.S.	\$ 8,358.00
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 - JUNE 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	446,657	761,657
<u>Expenditures</u>				
	<u>School Leadership</u>			
West Brook High School	461.XX.6499.00.008.00.000	93,887	126,901	220,788
Beaumont United High School	461.XX.6499.00.014.00.000	27,052	40,405	67,457
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	13,055	22,591
Odom Academy	461.XX.6499.00.047.00.000	7,275	23,354	30,629
Vincent Middle School	461.XX.6499.00.048.00.000	6,674	25,310	31,984
Amelia Elementary	461.XX.6499.00.101.00.000	2,291	3,708	5,999
Caldwood Elementary	461.XX.6499.00.104.00.000	5,029	19,525	24,554
Curtis Elementary	461.XX.6499.00.105.00.000	58,344	10,161	68,505
Fletcher Elementary	461.XX.6499.00.110.00.000	15,968	34,952	50,920
Guess Elementary	461.XX.6499.00.112.00.000	3,899	10,734	14,633
Regina Howell Elementary	461.XX.6499.00.118.00.000	15,488	72,582	88,070
Homer Drive Elementary	461.XX.6499.00.123.00.000	1,397	10,273	11,670
Pietzsch Elementary	461.XX.6499.00.125.00.000	1,832	2,375	4,207
Dishman Elementary	461.XX.6499.00.126.00.000	579	4,554	5,133
Blanchette Elementary	461.XX.6499.00.127.00.000	4,523	6,652	11,175
Martin Elementary	461.XX.6499.00.128.00.000	1,144	2,492	3,636
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	9,774	17,237
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	820	4,423
Pathways Learning Center	461.XX.6499.00.006.00.000	-	150	150
Career and Technical Center	461.XX.6499.00.009.00.000	21,065	17,613	38,678
Brown Center	461.XX.6499.00.012.00.000	185	1,535	1,720
Transportation Dept	461.XX.6499.00.920.00.000	491	478	969
Maintenance Dept	461.XX.6499.00.819.00.000	655	76	731
SSA Deaf Program	461.XX.6499.00.838.00.000	51	-	51
Administration Building	461.XX.6499.00.842.00.000	2,915	457	3,372
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	8,358	13,019
Fine Arts Department	461.XX.6499.00.849.00.000	20	-	20
	Total Expenditures	315,000	446,657	761,657
BUDGET CHANGE				
	Total Revenues	315,000	446,657	761,657
	Total Expenditures	(315,000)	(446,657)	(761,657)
	Adjusted Surplus	-	-	-

**DONATION REPORT - JUNE 2025
MONETARY DONATIONS**

<u>Donor Name/Organization</u>	<u>Recipient</u>	<u>Account Number</u>	<u>Amount Given</u>
Arkema Inc. Foundation	Guess Elementary School	487.00.5749.00.112.00.STM	\$ 500
Arkema Inc. Foundation	Curtis Elementary School	487.00.5749.00.105.00.STM	500
Lifeshare Blood Center	Career & Technical Education Center	865.00.2190.00.009.00.S38	970

Total Monetary Donations \$ 1,970

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

<u>Donor Name/Organization</u>	<u>SAF Club/Department</u>	<u>Description of Items</u>	<u>Estimated Value</u>
<i>No activity for the month</i>			

II.D.5. Report for Interlocal
Agreements for Fiscal Year 2025-
2026



Board Exhibit Cover Sheet

Meeting Date: July 24, 2025

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

Agenda Item Title: Report for Interlocal Agreements for Fiscal Year 2025-2026

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: An interlocal contract is listed in Texas Education Code section 44.031(a) as a method by which a school district may procure goods and services valued at \$50,000 or more in the aggregate for each 12-month period. Contract-related fees, including management fees, paid in connection with purchasing cooperative agreements are listed in the following exhibit.

Recommendation:

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)

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

7/14/2025
Date

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

Date

General Counsel's Signature

Date



**BEAUMONT INDEPENDENT SCHOOL DISTRICT
2025-2026 ANNUAL REPORT OF PARTICIPATION / MANAGEMENT FEES
UNDER COOPERATIVE PURCHASING CONTRACTS**

NAME OF PURCHASING COOPERATIVE	PARTICIPATION OR MANAGEMENT FEE	2025-2026 TOTAL FEES
STATE OF TEXAS CO-OP TXSMARTBUY/TXMAS	ANNUAL FEE	\$100
REGION V ESC (SOUTHWEST TEXAS PURCHASING COOPERATIVE)	NO FEE	\$-
DEPARTMENT OF INFORMATION RESOURCE (DIR)	NO FEE	\$-
TASB (BUYBOARD)	NO FEE	\$-
CHOICE PARTNERS-HARRIS COUNTY DEPARTMENT OF EDUCATION (HCDE)	NO FEE	\$-
REGION IV ESC	NO FEE	\$-
REGION VIII ESC (TIPS)	NO FEE	\$-
TASB ENERGY COOPERATIVE	NO FEE	\$-
HOUSTON-GALVESTON AREA COUNCIL (HGAC BUY)	NO FEE	\$-
OMNIA PARTNERS	NO FEE	\$-
SCHOOL PURCHASING ALLIANCE (SPA)	NO FEE	\$-
REGION II ESC (GOODBUY)	NO FEE	\$-
E&I COOPERATIVE SERVICES	NO FEE	\$-
REGION IXX (ALLIED STATES COOPERATIVE)	NO FEE	\$-
SOURCEWELL PURCHASING COOPERATIVE	NO FEE	\$-
REGION VI ESC (EPIC 6)	NO FEE	\$-
REGION XX ESC (PACE COOPERATIVE)	NO FEE	\$-
TARRANT COUNTY PURCHASING COOPERATIVE	NO FEE	\$-
REGION XVI ESC (TEXBUY COOPERATIVE)	NO FEE	\$-
CENTRAL TEXAS PURCHASING ALLIANCE	ANNUAL FEE	\$150
NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA)	NO FEE	\$-
EQUALIS GROUP COOPERATIVE	NO FEE	\$-
U.S. GENERAL SERVICES ADMINISTRATION (GSA)	NO FEE	\$-
1 GOVERNMENT PROCUREMENT ALLIANCE (1GPA)	NO FEE	\$-
REGION X EDTECH	NO FEE	\$-
TOTAL		\$250

II.E. CONSENT AGENDA

II.E.1. Minutes of June 24, 2025,
Regular Board Meeting and Team of
8 Training, July 15, 2025

II.E.2. Approve Resolution
regarding Prohibiting Non-Enrolled
Students from Participating in
University Interscholastic League
Activities on behalf of the
District



Board Exhibit Cover Sheet

APPROVED
7/24/2025ga

Meeting Date: July 24, 2025

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

Agenda Item Title: Approve Resolution regarding Prohibiting Non-Enrolled Students from Participating in University Interscholastic League Activities on behalf of the District.

Cabinet Level Presenter(s): A. Cheatham

Additional Presenter(s): Dr. Jackson

Executive Summary: Senate Bill 401, enacted by the 89th Texas Legislature, amends Texas Education Code section 33.0832 to expand eligibility for University Interscholastic League (UIL) activities to certain non-enrolled students, including homeschool students, unless a school district adopts a resolution prohibiting such participation. After carefully considering the advantages and challenges, the administration is recommending the District maintain its existing standard requiring that students be enrolled in our district to represent BISD in UIL activities. This recommendation reflects our commitment to fostering school spirit and ensuring that extracurricular activities serve as a cohesive element of our educational community. These activities are not only about competition, but also about building a sense of belonging and pride among students who share a common educational environment. With 39% of our students participating in UIL events, enrolled students benefit from the camaraderie developed through shared academic and extracurricular experiences, which we believe is integral to the spirit and culture of our school district. The administration understands that this decision may be disappointing to some members of our community; however, BISD is focused on producing well-rounded students who benefit from engaging in our full curriculum, both academic and extracurricular.

Recommendation: Approve the Resolution regarding Prohibiting Non-Enrolled Students from Participating in University Interscholastic League Activities on behalf of Beaumont ISD.

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

7.14.25

Date

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

Date

General Counsel's Signature
Updated May 2017

Date

RESOLUTION OF THE BEAUMONT INDEPENDENT SCHOOL DISTRICT PROHIBITING NON-ENROLLED STUDENTS FROM PARTICIPATING IN UNIVERSITY INTERSCHOLASTIC LEAGUE ACTIVITIES ON BEHALF OF THE DISTRICT

WHEREAS, Senate Bill 401, enacted by the 89th Texas Legislature, amends Texas Education Code section 33.0832 to expand eligibility for University Interscholastic League (UIL) activities to certain non-enrolled students, including homeschool students, unless a school district adopts a resolution prohibiting such participation; and

WHEREAS, the Beaumont Independent School District (BISD) Board of Trustees recognizes that UIL activities are an extension of the academic program and are integral to fostering school spirit, community engagement, and student development; and

WHEREAS, the Board finds that limiting UIL participation to students who are fully enrolled in district schools supports academic accountability, ensures equitable use of public resources, and promotes unity and shared commitment among participants;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. UIL Eligibility Requirement

BISD does not permit non-enrolled students to participate in UIL district or campus activities. Only students who are enrolled full-time in a BISD school shall be eligible to participate in any UIL-sanctioned activity, including but not limited to athletics, academic competitions, and fine arts programs.

2. Definition of Full-Time Enrollment

For the purpose of this policy, a “full-time enrolled student” is defined as a student who is registered for and attending the minimum number of instructional hours or course credits required to generate full-day funding as provided for by the Student Attendance and Accounting Handbook.

3. Prohibition on Non-Enrolled Participation

Students who are not enrolled full-time in BISD, including students primarily served in home school, students enrolled in private schools, virtual schools, or other non-district educational programs, are strictly prohibited from participating and representing BISD in any UIL-sanctioned activity offered through the district.

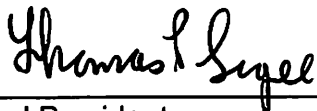
4. Notice to UIL

In accordance with Texas Education Code section 33.0832(c-2), the Superintendent is directed to submit notice of this resolution to the UIL no later than **September 1, 2025**, and by **August 1** of each subsequent year until this resolution is revoked by action of the Board.

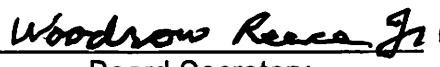
5. Effective Date

This resolution shall become effective on **September 1, 2025**, and shall apply to all UIL activities for the 2025–2026 school year and beyond, unless amended or repealed by action of the Board.

ADOPTED AND APPROVED this 24th day of July, 2025, by the Board of Trustees of the Beaumont Independent School District.



Board President



Board Secretary



***SB 401: UIL Participation for Non-Enrolled
Students***

***BISD Board Meeting
July 24, 2025***

“We Can...We Must...We Will...”

Home School Participation

2024-25 School Year

- ISDs can OPT IN to allow homeschool participation (Superintendent)
- Homeschool students may participate in UIL activities at the school that the student would be eligible to attend based on the student's residential address if the school has OPTED IN to allow homeschool participation.

2024 – 2025 Districts that allowed Home School Participation

Abilene ISD	Abilene Wylie ISD
Amarillo ISD	Bluff Dale ISD
Caldwell ISD	Chico ISD
Childress ISD	Corpus Christi ISD
Corpus Christi Calallen	Cotton Center ISD
Danbury ISD	Darrouzett ISD
Edna ISD	Ferris ISD
Gainesville ISD	George West ISD
Great Hearts Texas Charter	Harmony Public Schools – SETX
Haskell Paint Creek ISD	Hutto ISD
Lago Vista ISD	Laneville ISD
Lockhart ISD	Meridian ISD
Newman Academy Charter	Orenda Charter School ISD
Overton ISD	Pearsall ISD
Pecos Barstow Toyah ISD	Pilot Point ISD
Pioneer Technology ISD	Port Lavaca Calhoun Co ISD
Sabine Pass ISD	Salado ISD
San Felipe-Del Rio ISD	Santa Fe ISD
Seagraves ISD	Sterling ISD
Thrall ISD	TLC Academy Charter ISD
Tom Bean ISD	Tyler ISD
Van ISD	Weatherford ISD
Wimberley ISD	Zavalla ISD

Home School Participation

2025-26 School Year - SB 401

- ISDs shall provide homeschool participation unless the **school board votes to OPT OUT** of allowing homeschool participation
- Homeschool students may participate in UIL activities at the school closest to the student's residential address that does allow homeschool participation, if the school to which they are zoned **OPTS OUT** of homeschool participation.

District Requirements: SB 401

- This means a school is required to allow homeschool participation unless the school board adopts a policy to opt out of allowing it.
- In the 2024-25 school year, **UIL required schools to opt in to allow homeschool participation by August 1st for those homeschool students to be eligible for varsity participation.** Under this new law, homeschool students are eligible to participate at your ISD unless your school board opts out.
- To accommodate this new law, **UIL is setting the date for opting out as September 1, 2025.** In subsequent years, that date will be August 1st for any change in status a school board votes to take. For example, if your school does not opt out for this coming school year, and wishes later to do so for 2026-2027, that change must be made by August 1, 2026.



SB 401: UIL Participation for Non-Enrolled Students

- School districts are required to allow homeschool students residing in their district boundaries to participate in school-sponsored UIL activities in the same manner as any enrolled public school student
- School boards may adopt a policy opting out of this requirement (on a timeline set by UIL rule)
- Homeschool students have a right to participate in UIL activities from the closest school district that has not opted out
- Of note: under prior law, districts may admit homeschool students for the purposes of offering them participation in any UIL activity, and the district will receive \$1500 per student per activity per year



II.E.3. Approve Renewal of Licensed
Specialist in School Psychology
(LSSP) Services (RFP 24.04)



Board Exhibit Cover Sheet

Meeting Date: July 24, 2025

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

Agenda Item Title: Approve Renewal of Licensed Specialist in School Psychology (LSSP) Services (RFP 24.04)

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Richelle Brooks

Executive Summary: A Request for Proposals was issued for LSSP Services in FY 2023. The RFP was issued with a contract term of one year with three, one-year renewal options. This will be the second renewal.

Recommendation: Approve renewal of three vendors for RFP 24.04 shown on the attached tabulation.

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

Funding Source (if applicable): IDEA-Part B

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

Policy Reference (if applicable, list policy/regulation): CH (Legal & Local); CBB (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 AND EVALUATION TABULATION
 BEAUMONT INDEPENDENT SCHOOL DISTRICT
 RFP 24.04 – LICENSED SPECIALIST IN SCHOOL PSYCHOLOGY (LSSP) SERVICES**

PROPOSAL EVALUATION TABULATION

PROPOSAL OPENING JULY 11, 2023 @ 3:30 P.M.

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

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

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

BISD Evaluators:

Richelle Brooks
 Phyllis Thibodeaux
 Datchel Crockett

Approve Renewal of Speech Language Pathology (SLP) Services
(RFP 24.05)

II.E.4. Approve Renewal of Speech
Language Pathology (SLP) Services
(RFP 24.05)



Board Exhibit Cover Sheet

Meeting Date: July 24, 2025

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

Agenda Item Title: Approve Renewal of Speech Language Pathology (SLP) Services (RFP 24.05)

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Richelle Brooks

Executive Summary: A Request for Proposals was issued for SLP Services in FY 2023. The RFP was issued with a contract term of one year with three, one-year renewal options. This will be the second renewal.

Recommendation: Approve renewal of six vendors for RFP 24.05 shown on the attached tabulation.

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

Funding Source (if applicable): General Fund, State Grant Funds, IDEA-Part B

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

7/15/2025
Date

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

Date

General Counsel's Signature

Date

**REQUEST FOR PROPOSAL AND EVALUATION TABULATION
 BEAUMONT INDEPENDENT SCHOOL DISTRICT
 RFP 24.05 – SPEECH LANGUAGE PATHOLOGY (SLP) SERVICES**

PROPOSAL EVALUATION TABULATION		
PROPOSAL OPENING JULY 11, 2023 @ 4:00PM		
<u>OFFEROR'S COMPANY NAME</u>	<u>RESPONSIVE</u>	<u>TOTAL POINTS SCORED</u> (possible 200)
SETX Pediatric Therapy	Y	186
Stepping Stones Group (Renewing)	Y	192
AMN Healthcare	Y	176
Ed Theory	Y	133
E-Therapy	Y	189
Specialized Assessment (Renewing)	Y	199
Texas Therapy Consultants	Y	134
Healthpro Pediatrics	Y	148
Remote Speech	Y	190
Abilities Therapy & Consulting	Y	199
ProCare	Y	190
National Recruiting Consultants	Y	143
Xuan Services (Renewing)	Y	188
Theraspace (Renewing)	Y	199
Texas Hearing Institute (Renewing)	Y	188
Maxim Healthcare (Renewing)	Y	188

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

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

BISD Evaluators: Richelle Brooks
 Kerri Courville

II.E.5. Approve Renewal of Sign
Language Interpreting Services
(RFP 24.01)



Board Exhibit Cover Sheet

Meeting Date: July 24, 2025

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

Agenda Item Title: Approve Renewal of Sign Language Interpreting Services (RFP 24.01)

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Richelle Brooks, Kerri Courville

Executive Summary: A Request for Proposals was issued for Sign Language Interpreting Services in FY 2023. The RFP was issued with a contract term of one year with three, one-year renewal options. This will be the second renewal.

Recommendation: Approve renewal of three vendors for RFP 24.01 shown on the attached tabulation.

Budget Impact* (if applicable): Estimated \$485,000

Funding Source (if applicable): General Fund, State Grant Funds, IDEA-Part B

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

Policy Reference (if applicable, list policy/regulation): CH (Legal & Local); CBB (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 AND EVALUATION TABULATION
 BEAUMONT INDEPENDENT SCHOOL DISTRICT
 RFP 24.01 – SIGN LANGUAGE INTERPRETING SERVICES**

PROPOSAL EVALUATION TABULATION

PROPOSAL OPENING JULY 11, 2023 @ 2:00PM

<u>OFFEROR'S COMPANY NAME</u>	<u>RESPONSIVE</u>	<u>TOTAL POINTS SCORED</u> (possible 200)
B3 Interpreting Services, LLC (Renewing)	Y	188
National Recruiting Consultants	Y	99
Effectiff LLC	Y	87
Translation & Interpretation Network, LLC (Renewing)	Y	178
Ed Theory	Y	67
Stepping Stones Group	Y	149
Lango Deaf & HoH LLC	Y	167
ProCare Therapy	Y	129
Dragonfly Interpreting Services, Inc. (Renewing)	Y	200
Healthpro Pediatrics	Y	104
Specialized Assessment & Consulting	Y	133
Universe Technical Translation, Inc.	Y	182
Maxim Healthcarea	Y	92

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

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

BISD Evaluators: Richelle Brooks
 Kerri Courville

II.E.6. Approve Renewal of
Occupational Therapy Services (RFP
24.02)



Board Exhibit Cover Sheet

Meeting Date: July 24, 2025

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

Agenda Item Title: Approve Renewal of Occupational Therapy Services (RFP 24.02)

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Richelle Brooks

Executive Summary: A Request for Proposals was issued for Occupational Therapy Services in FY 2023. The RFP was issued with a contract term of one year with three, one-year renewal options. This will be the second renewal.

Recommendation: Approve renewal of five vendors for RFP 24.02 shown on the attached tabulation.

Budget Impact* (if applicable): Estimated \$431,000

Funding Source (if applicable): IDEA-Part B

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

Policy Reference (if applicable, list policy/regulation): CH (Legal & Local); CBB (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 AND EVALUATION TABULATION
 BEAUMONT INDEPENDENT SCHOOL DISTRICT
 RFP 24.02 – OCCUPATIONAL THERAPY SERVICES**

PROPOSAL EVALUATION TABULATION

PROPOSAL OPENING JULY 11, 2023 @ 2:30PM

<u>OFFEROR'S COMPANY NAME</u>	<u>RESPONSIVE</u>	<u>TOTAL POINTS SCORED</u> (possible 200 points)
Maxim Healthcare	Y	198
Ed Theory	Y	122
National Recruiting Consultants	Y	134
The Stepping Stones Group (Renewing)	Y	192
E-Therapy	Y	189
SETX Pediatric Therapy (Renewing)	Y	180
Shorkey Center (Renewing)	Y	200
Procure Therapy (Renewing)	Y	188
Candor	Y	167
TX Therapy Consultants	Y	134
AMN Healthcare	Y	187
Specialized Assessment (Renewing)	Y	200
Healthpro Pediatrics	Y	139
Tiny Eye Therapy Services	Y	124

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

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

BISD Evaluators: Richelle Brooks
 Kerri Courville

II.E.7. Approve Renewal of Physical
Therapy Services (RFP 24.03)



Board Exhibit Cover Sheet

Meeting Date: July 24, 2025

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

Agenda Item Title: Approve Renewal of Physical Therapy Services (RFP 24.03)

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Richelle Brooks

Executive Summary: A Request for Proposals was issued for Physical Therapy Services in FY 2023. The RFP was issued with a contract term of one year with three, one-year renewal options. This will be the second renewal.

Recommendation: Approve renewal of six vendors for RFP 24.03 shown on the attached tabulation.

Budget Impact* (if applicable): Estimated \$170,000

Funding Source (if applicable): IDEA-Part B

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

Policy Reference (if applicable, list policy/regulation): CH (Legal & Local); CBB (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 AND EVALUATION TABULATION
 BEAUMONT INDEPENDENT SCHOOL DISTRICT
 RFP 24.03 – PHYSICAL THERAPY SERVICES**

PROPOSAL EVALUATION TABULATION

PROPOSAL OPENING JULY 11, 2023 @ 3:00PM

<u>OFFEROR'S COMPANY NAME</u>	<u>RESPONSIVE</u>	<u>TOTAL POINTS SCORED</u> (possible 200 points)
AMN Healthcare	Y	187
Procare Therapy (Renewing)	Y	188
Ed Theory, LLC	Y	122
SETX Pediatric Therapy (Renewing)	Y	180
DH Principle, LLC (Renewing)	Y	185
Healthpro Pediatrics	Y	139
National Recruiting Consultants	Y	134
Stepping Stones Group, LLC (Renewing)	Y	192
Amergis, Formerly Maxim Healthcare (Renewing)	Y	198
E-Therapy	Y	189
Specialized Assessment	Y	200
Shorkey Center (Renewing)	Y	200

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

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

BISD Evaluators: Richelle Brooks
 Kerri Courville

II.E.8. Approve T-TESS Appraisal
Calendar



Board Exhibit Cover Sheet

Meeting Date: July 24, 2025

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

Agenda Item Title: 2025-2026 T-TESS Appraisal Calendar

Cabinet Level Presenter(s): Dr. Anita Frank

Additional Presenter(s):

Executive Summary: The Texas Teacher Evaluation and Support System (T-TESS) is the appraisal instrument used to evaluate teachers. Components of the appraisal system ensure that teachers receive appropriate guidance and feedback and may include, but are not limited to, a pre-conference, post-conference, goal setting, observations, walk-throughs, and an end-of-year conference. Each year the District shall establish an appraisal calendar and provide that calendar to teachers within three weeks from the first day of instruction.

Recommendation: The Board approves the 2025-2026 T-TESS Appraisal Calendar

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): DNA Legal

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



Cabinet Level Presenter's Signature

7/16/2025

Date

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

Date

General Counsel's Signature

Date



BEAUMONT INDEPENDENT SCHOOL DISTRICT
Beaumont, Texas

**Texas Teacher Evaluation and
Support System**

(T-TESS)

APPRAISAL CALENDAR
2025-2026

Beaumont Independent School District

2025-2026 T-TESS Non-Appraisal Dates

**Appraisal Period:
September 22, 2025 – May 1, 2026**

No later than August 22, 2025	T-TESS Orientation for New Teachers and continuing staff
September 19, 2025	Deadline to conduct Goal Setting and Professional Development Conferences (GSPD)
September 22, 2025	Deadline for teachers to submit approved Goal Setting and Professional Development (GSPD) Plan to appraiser in SchoolMint
September 22, 2025	Appraisal Period Begins
May 1, 2026	Appraisal Period Ends
May 5, 2026	Last day to complete End-of-Year and Summative Conferences
May 28, 2026	Last day of classes

II.E.9. Approve T-PESS Appraisal
Calendar



Board Exhibit Cover Sheet

Meeting Date: July 24, 2025

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

Agenda Item Title: 2025-2026 T-PESS Appraisal Calendar

Cabinet Level Presenter(s): Dr. Anita Frank

Additional Presenter(s):

Executive Summary: The Texas Principal Evaluation and Support System (T-PESS) is the instrument used to evaluate principals annually. T-PESS evaluates principals on the following domains: Strong School Leadership and Planning, Effective, Well-Supported Teachers, Positive School Culture, High-Quality Curriculum, and Effective Instruction. Each year the District shall establish a calendar for the appraisal of principals and provide that calendar to principals before their pre-evaluation conference.

Recommendation: The Board approves the 2025-2026 T-PESS Appraisal Calendar.

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): DNB Legal

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

Anita Frank

Cabinet Level Presenter's Signature

7/16/2025

Date

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

Date

General Counsel's Signature

Date

BEAUMONT ISD

**TEXAS PRINCIPAL EVALUATION AND SUPPORT SYSTEM
T-PESS Appraisal Calendar
2025-2026**

ACTIVITY	DATE
Self-Assessment and Professional Goal Setting Conference	No later than September 30, 2025
Mid-Year Progress Monitoring Conference	February 2, 2026 - February 27, 2026
Final Evaluation and Goal Setting Meeting	June 1, 2026 - June 25, 2026

II.E.10. Approve the draft Student
Code of Conduct and authorize the
Superintendent to finalize



Board Exhibit Cover Sheet

Meeting Date:

July 24, 2025

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

Agenda Item Title: Approve the 2025-2026 Student Code of Conduct and Authorize the Superintendent to finalize and publish to students and parents.

Cabinet Level Presenter(s): Randall Maxwell

Additional Presenter(s): Dr. Valdez

Executive Summary: The 2025-2026 Student Handbook is presented pending final copy editing. The substance of the Code of Conduct for the 2025-2026 school year is presented for approval with authorization for the Superintendent to finish final copy editing for the Code of Conduct to be published.

Recommendation: Approve the draft Student Code of Conduct and authorize the Superintendent to finalize.


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): DNA Local

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

 7/15/2025
Cabinet Level Presenter's Signature **Date**

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

General Counsel's Signature **Date**

II.E.11. Approve Delegation of
Contractual Authority to the
Superintendent for Agreement to
Purchase Attendance Credits from
TEA



Board Exhibit Cover Sheet

Meeting Date: July 24, 2025

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

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

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

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

Recommendation: Approve Delegation of Contractual Authority to the Superintendent for Agreement to Purchase Attendance Credits from TEA for the 2025-2026 school year

Budget Impact* (if applicable):

Funding Source (if applicable):

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

7/15/2025
Date

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

Date

General Counsel's Signature

Date

II.E.12. Approve recommendation to adjust the pay grade for the Director of Professional Development and At-Risk Coordinator, and an upgrade from Senior Network Engineer to Assistant Director Information Technology, and a pay grade change for the Coordinator Custodial Services be added to the 2025-2026 Compensation Plan

II.E.13. Approve the addition of a Peer Leadership Coaching Stipend for two Elementary and two Secondary Principals to be added to the 2025-2026 Compensation Plan

II.E.14. Approve an additional role for the Southeast Texas Regional School for the Deaf be added to the Compensation Plan for the 2025-2026 school year

II.E.15. Approve South East Texas Day School for the Deaf Shared Services Agreement



Board Exhibit Cover Sheet

Meeting Date: July 24, 2025

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

Agenda Item Title: Southeast Texas Regional Day School Program for the Deaf Shared Services Arrangement

Cabinet Level Presenter(s): Richelle Brooks

Additional Presenter(s):

Executive Summary:

Recommendation:

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

Richelle Brooks
Cabinet Level Presenter's Signature

7/17/2025
Date

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

Date

General Counsel's Signature

Date

Southeast Texas Regional Day School Program for the Deaf

Shared Services Arrangement

The following Local Education Agencies (LEAs) - Beaumont ISD, Bridge City ISD, Buna ISD, Burkeville ISD, Deweyville ISD, East Chambers ISD, Evadale ISD, Hamshire-Fannett ISD, Hardin-Jefferson ISD, High Island ISD, Kirbyville ISD, Kountze ISD, Little Cypress-Mauriceville Consolidated ISD, Lumberton ISD, Nederland ISD, Newton ISD, Orangefield ISD, Port Arthur ISD, Port Neches-Groves ISD, Sabine Pass ISD, Silsbee ISD, Spurger ISD, Vidor ISD, Warren ISD, West Hardin County Consolidated ISD, and West Orange-Cove Consolidated ISD; and the following charter schools - Bob Hope School and Ehrhart School, hereinafter called "Members," each agree to cooperatively operate their special education programs serving the deaf and hard of hearing student population on the terms described in this Shared Services Arrangement ("SSA") Agreement ("Agreement") pursuant to the authority of Texas Education Code Section 29.007 and Texas Government Code Section 791.001 *et seq.*, as the **Southeast Texas Regional Day School Program for the Deaf ("SETX RDSPD")**.

1. General Provisions

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby the Member LEAs may provide for the efficient delivery of legally required special education and related services to IDEA eligible students, who are deaf or hard of hearing, including those with deaf-blindness, and who are residents or students of the Members set forth above. Any such student will be eligible for consideration for the SETX RDSPD, subject to the student's Admission, Review, & Dismissal ("ARD") Committee recommendations. It is agreed and understood that any student who (a) has a hearing impairment which severely impairs the processing of linguistic information through hearing, with or without amplification, that adversely affects the child's educational performance or (b) has an impairment in hearing, whether permanent or fluctuating, that adversely affects the child's educational performance but that is not included under the definition of deafness shall be eligible for consideration for services through the SETX RDSPD SSA, subject to the Admission, Review, & Dismissal ("ARD") Committee recommendations and the terms and conditions of this Agreement. It is further agreed that students under the DHH or DB eligibility who do not receive direct services from the SETX RDSPD for a minimum of 45 minutes a week are not covered by the tuition fee terms set forth in Paragraph 7.2 of this Agreement but may be eligible for Consulting Services as more fully set forth in the fee schedule attached as Exhibit "A".

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

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

1.4 The program and services will be operated in compliance with federal and state law and regulations, including without limitation the Individuals with Disabilities

Education Act, 20 U.S.C. § 1401 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Amendments to the Americans with Disabilities Act 2008, 42 U.S.C § 12101 *et seq.*; Family Educational Rights and Privacy Act; Chapter 29 of the Texas Education Code; Texas Education Code §§ 30.081-30.087 and the most current version of TEA's Financial Accountability System Resource Guide (FASRG); implementing regulations for all applicable statutes; and the SETX RDSPD's operating guidelines, if any, approved by the SSA Management Board. Operating guidelines inconsistent with the terms of this SSA will be deemed null and void.

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

1.6 SETX RDSPD Deaf or Hard of Hearing (DHH), including Deaf-Blindness (DB), continuum of services includes the following: (1) DHH Consult: The student is deaf or hard of hearing, including deaf-blindness, under IDEA and requires specially designed instruction. (For example, the school staff for this student may need monthly/yearly consult services provided by a DHH certified teacher.) (2) Itinerant (Infants and Toddlers 0-3): This student may need weekly services from a DHH teacher provided to the family. (For example, this student is deaf, hard of hearing, or deaf-blind, under IDEA-Part C and is being served through early childhood intervention.) (3) Itinerant (School Aged): This student need direct services from a DHH certified teacher but not on a daily basis (For example, this student may need weekly direct services from a DHH teacher to address unique reading deficits, auditory skills, language skills, or emotional needs.) (4) Full-Time (School Aged): This is a student who attends the cluster site campus, is deaf or hard of hearing, including deaf-blindness, under IDEA, and requires specially designed instruction. (For example, this student needs daily direct services from a DHH teacher, access to sign language interpreting services, and access to deaf peers to address unique communication, auditory, language, and emotional needs.) (5) Texas School for the Deaf: The student who attends the Texas School for the Deaf is deaf or hard of hearing, including deaf-blindness, under IDEA and requires specially designed instruction. (For example, this student needs daily direct intensive services from a DHH teacher and access to deaf culture.) This can be a parent-initiated or a district-initiated placement.

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

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

2. Management

2.1 The SETX RDSPD will be governed by the SSA Management Board

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

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

The Chairperson is responsible for the following:

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

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

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

2.5 Management Board actions, unless otherwise provided herein, require approval by a majority of a quorum of Members. Fifteen (15) Members of the Board shall constitute a quorum. The Chairperson has discretion to allow for votes by proxy to be submitted by written or electronic communication.

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

2.7 The Management Board may, by a majority vote of its Members, recommend revocation of the membership of a Member for non-compliance with the terms of the Agreement or for non-compliance with the operating guidelines of the SETX RDSPD. The

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

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

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

3. Personnel

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

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

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

3.4 The Fiscal Agent shall be responsible for setting salary levels, compensation, and benefits for personnel who are providing direct and related services for the SETX RDSPD. It is agreed that these costs are paid through the SETX RDSPD SSA operating funds, which have been agreed upon by the Fiscal Agent and the Member Districts.

3.5 All SETX RDSPD personnel including, but not limited to, the Director, Deaf/Hard of Hearing Specialist, classroom teachers, itinerant teachers, parent-infant teachers, auditory enrichment teacher, diagnostician, audiologist, speech language pathologist, deaf education counselor, interpreters, paraprofessionals, clerical staff, and any SETX RDSPD office personnel are employed by the Fiscal Agent and are subject to the personnel policies of the Fiscal Agent, including, but not limited to, all policies governing

contracts, at will employment, standards of conduct, salary schedule, leave and other benefits. Requirements for professional growth shall be determined by the Fiscal Agent. Hiring and termination authority is solely within the discretion of the Fiscal Agent. Personnel may be added beyond those specified herein contingent upon growth and SETX RDSPD Director recommendations.

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

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

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

4. Fiscal Agent

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

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

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

furthering this program. Members per-pupil tuition calculations are based on the expenditures that exceed all the total state and federal allocations. Based on the total SSA yearly budget, after state and federal funds have been utilized, any budget shortfall amount shall be pro-rated among the Members on a per-pupil basis. This amount will be based on the October Snapshot student count from the previous school year. The per-pupil amount will be invoiced once a year (November) to Members and the funds will be deposited in a designated local budget established and maintained by the SETX RDSPD SSA. Any pro-rata contributions from Members that are unexpended by the end of the budget year will be rolled forward by the Fiscal Agent to be utilized by the SETX SSA for the next budget year.

4.4 The SETX RDSPD is funded as follows:

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

4.5 Except as otherwise provided herein, the Fiscal Agent will prepare and submit any reports or applications required by federal or state law or SETX RDSPD Operating Guidelines. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member's failure to maintain its effort. Each Member retains sole responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009. Any claims regarding the misapplication of such funds shall be the responsibility of the Member who received the funds.

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

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

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

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

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

5. Member's General Obligations

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

5.2 Each Member will be liable for any cost associated with it's out of district, non-public or private school placed students. This includes but is not limited to any transportation cost incurred as a result of a Member's initiated placement in the Texas School for the Deaf.

5.3 Each Member will be liable for any cost associated with replacing Assistive Listening Devices after the device has been replaced once. The payment for device re-payment will be made to the SETX RDSPD within 30 calendar days of receiving the invoice for the device being replaced.

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

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

5.6 A Member may withdraw by notifying the Chairperson and other Members by September 1 prior to the end of the fiscal year that the Member intends to be in its final year in the SSA and TEA of its intention to withdraw by February 1 or any other TEA timelines governing reconfigurations. Additionally, the Fiscal Agent will notify TEA of the Member's request to withdraw by February 1. The withdrawing Member, shall return to the SSA any

personal property, including but not limited to, supplies, equipment, testing materials, computers, assistive technology, in its possession to the RDSPD based upon the annual inventory in effect at the time of the reconfiguration. It is further agreed that the withdrawing Member will not be entitled to any carry over funds. The withdrawing Member retains responsibility for any legal fees or other costs associated with the reconfiguration as determined by the SETX RDSPD, not to exceed \$5,000.00.

5.7 Except as otherwise provided herein, Members are ultimately responsible for the education of all students with deaf or hard of hearing, including deaf-blindness, residing within its district boundaries, whether the child is served in the local program, the SETX RDSPD, or other placements. Such responsibility includes ensuring the student's ARD committee reviews the IEP at least annually and the provision of any related services as determined necessary by the ARD committee. For students who are being served as a full-time student at a cluster site campus, the SETX RDSPD will make available the following services for eligible students, subject to Admission, Review, & Dismissal (ARD) Committee recommendations:

- Audiological Services and/or Management
- DHH Instructional Services with a certified Teacher of the Deaf in a self-contained, co-teach, or inclusion setting or other setting deemed appropriate by the ARD Committee
- Auditory Training
- Speech and Language Therapy
- Assistive Listening Devices
- Interpreter Services
- Parent Education & Sign Language Classes
- Counseling Services
- Occupational Therapy
- Physical Therapy
- Diagnostic and Psychological Evaluation Services

For itinerant students who are being served by a certified Teacher of the Deaf for a minimum of 45 minutes a week, the SETX RDSPD will provide the following services:

- Audiological Management
- Assistive Listening Devices
- Parent Education
- ARD meeting attendance

The Provision of any services referenced in provision 5.7 is contingent upon the ARD Committee determination that such services are necessary for the provision of FAPE.

5.8 Initial evaluation for eligibility is the financial responsibility of the Member wherein the student resides. A SETX RDSPD teacher and the Educational Audiologist will be involved in the evaluation process and complete the DHH Communication Assessment component. The re-evaluation of SETX RDSPD full-time students is the responsibility of the SETX RDSPD. The SETX RDSPD will fund the otological and audiological portion and complete the DHH Communication Assessment of re-evaluations for itinerant students. The Member where the itinerant student resides may seek support for the evaluation from the

SETX RDSPD assessment team, but the serving Member retains responsibility for the completion of the re-evaluation.

5.9 Each Member agrees that prior to joining another RDSPD SSA that the Member shall consult with the SETX RDSPD Management Board and the SETX RDSPD Director regarding the dual membership.

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

6. Non-Member Services

6.1 Eligible students who are deaf or hard of hearing, including those with deaf-blindness, from LEAs or Charter Schools other than those Members who are parties to this Agreement (“non-member LEAs”) will be considered for services/placement upon written request to the SETX RDSPD Director. An authorized representative of the non-member LEA shall be present at the Management Board meeting to present information and any requested clarification of information regarding the need(s) of the student(s) seeking to access services. The Member’s governing bodies hereby delegate authority to the Management Board to enter into contracts with non-member LEAs. The Members acknowledge that it is TEA’s expectation that services be provided to eligible students enrolled in non-member LEAs so that the intent of TEC Chapter 30, subchapter D is met. In the event that the Management Board determines that providing services to students enrolled in non-member LEAs would create an undue burden for the SETX RDSPD, the Fiscal Agent shall refer the matter to TEA for review.

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

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

6.4 The form of the Interlocal contract for non-member LEA educational services is attached as Exhibit “B”.

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

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

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

7. Fiscal Practices

7.1 The SETX RDSPD will operate on a budget prepared by the SETX RDSPD Director, reviewed and approved by the Management Board. The budget shall be prepared in accordance with guidelines established by Texas Education Agency.

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

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

8. Dissolution

8.1 Dissolution of the SSA shall require the affirmative vote by a majority of a quorum of Members. Upon dissolution, an appraisal of all personal property shall be conducted by the SETX RDSPD. The appraised value and the amount of the SSA funds remaining at the time of the dissolution is effectuated, shall be divided equally among the Members. All TEA timelines and requirements for documentation of affected parties shall apply. After an audit and full satisfaction of all charges and liabilities have been determined, the dissolution will take effect on July1.

9. Risk of Loss

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

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

transportation and do not utilize vehicles for the furtherance of this program.

10. Transportation

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

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

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

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

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

12. The Site Program Determination

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

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

13. Legal Responsibilities

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

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

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

13.4 Each Member shall be responsible for legal fees incurred due to complaints,

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

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

13.6 The Members and the SETX RDSPD agree to negotiate in good faith in an effort to resolve any dispute related to this Agreement. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resorting to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute, who shall share the cost of mediation services based upon an equal split among the Members. The Fiscal Agent shall contribute an equal share in the cost for mediation. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who will help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding

14. The Agreement

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

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

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

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

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

14.6 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation. The effectiveness of this Agreement is conditioned upon approval of the Texas Commissioner of Education, pursuant to Education Code §29.007.

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

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

[END]

Southeast Texas Regional Day School Program for the Deaf

EXHIBIT "A" ADDENDUM TO SHARED SERVICES ARRANGEMENT FEE SCHEDULE ADDITIONAL CHARGES

1. Additional Charges

Service Type	Description	Fee
Consult & ARD Only Services	Indirect, consultative services or ARD only services provided by an RDSPD DHH Teacher	\$75 per hour per student
Assistive Listening Device (ALD) Replacement	Replacement of ALD beyond one replacement	Determined by quote from company replacing the ALD
Failure to Submit PEIMS 163 Record per SSA Section 4.9	It is agreed and understood that the Member that failed to report a SETX RDSPD student will contribute toward the financial deficit resulting from such failure, and agrees to pay the amount of lost funding that the student(s) who were not reported would have generated.	Amount based on estimated lost funding per student
Legal Costs or Other Costs per SSA Section 5.6	The withdrawing Member retains responsibility for any legal fees or other costs associated with the reconfiguration as determined by the SETX RDSPD	Not to exceed \$5,000.

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Southeast Texas Regional Day School Program for the Deaf

EXHIBIT “B” ADDENDUM TO SHARED SERVICES ARRANGEMENT FOR NON-MEMBER SCHOOL DISTRICT CONTRACTED SERVICES

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

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

WHEREAS, pursuant to the SETX RDSPD SSA dated _____, 2025, the SSA may provide Deaf Services to Non-Member LEAs, as requested by TEA, by and through a contract for services;

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

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

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

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

1. Purpose

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

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

2. General Agreement

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

3. SSA Responsibilities

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

4. Non-Member LEA Responsibilities

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

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

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

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

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

5. Miscellaneous

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

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

Beaumont, TX _____

To the Non-Member LEA:
ATTN: _____

_____, TX _____

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

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

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

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

- k. The parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.
- l. Exhibits Incorporated. All exhibits to this Agreement are incorporated by reference as if completely set out herein.
- m. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of SSA and the Non-Member District, respectively.
- n. No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by SSA, the Members, Non-Member LEAs, or the past or present officers, employees, or agents of Non-Member LEAs and Members.
- o. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the SSA and the Non-Member LEA.
- p. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- q. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.
- r. Either Party may terminate this Agreement at any time with or without cause, by giving the other party written notice of its decision to terminate at least forty-five (45) business days prior to the effective date of termination.

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

NON-MEMBER LEA

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

SETX RDSPD SSA

By: _____

Kerri Courville, Director SETX RDSPD
Beaumont ISD, Fiscal Agent

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Southeast Texas Regional Day School Program for the Deaf

EXHIBIT “C” ADDENDUM TO SHARED SERVICES ARRANGEMENT FOR NON-MEMBER CHARTER SCHOOL CONTRACTED SERVICES

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

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

WHEREAS, pursuant to the SETX RDSPD SSA dated _____, 2025, the SSA may provide Deaf Services to Non-Member LEAs, as requested by TEA, by and through a contract for services;

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

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

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

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

1. Purpose

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

2. General Agreement

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

3. SSA Responsibilities

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

4. Non-Member LEA Responsibilities

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

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

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

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

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

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

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

5. Miscellaneous

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

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

Beaumont, TX _____

To the Non-Member LEA:

ATTN: _____

_____, TX _____

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

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

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

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

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

NON-MEMBER LEA

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

SETX RDSPD SSA

By: _____

Kerri Courville, Director SETX RDSPD
Beaumont ISD, Fiscal Agent

[INTENTIONALLY LEFT BLANK]

TO: Southeast Texas Regional Day School Program for the Deaf SSA
FROM: Management Board Member
RE: Formal Approval of Continued Participation in the Southeast Texas Regional Day School Program for the Deaf SSA

On _____, 2025, at a duly called and posted public meeting the governing body of the _____ formally approved continued participation as a member of the **Southeast Texas Regional Day School Program for the Deaf Shared Service Arrangement** as well as revisions to the shared services arrangement agreement beginning with the 2025-2026 fiscal year, as shown in the attached - Southeast Texas Regional Day School Program for the Deaf Shared Service Arrangement.

Signed:

Board President

Date

Superintendent/CEO

Date

II.F. ACTION ITEMS

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

II.F.2. Approve Budget Amendments



Board Exhibit Cover Sheet

Meeting Date: July 24, 2025

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

Agenda Item Title: Approve Budget Amendments

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary:

Recommendation: Approve budget amendments GF-1 and CN-1 and accept amendments SR-1 and SR-2

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

7/16/2025
Date

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

Date

General Counsel's Signature

Date

Explanations of July Budget Amendments

General Fund GF-1

- Increase for purchase orders carried forward from FY24-25 for items not yet received or services performed on projects in progress:
 - Function 11 (ECHS) \$8,376
 - Function 11 (Caldwood ES) \$10,922
 - Function 11 (District Wide) \$775,867
 - Function 11 (IT) \$12,490
 - Function 11 (Fine Arts) \$11,782
 - Function 36 (WBHS) \$8,100
 - Function 41 (District Wide) \$17,050
 - Function 51 (Maintenance) \$95,242
 - Function 53 (IT) \$33,385

Child Nutrition CN-1

- Increase for purchase orders carried forward from FY24-25 for items not yet received or services performed on projects in progress:
 - Function 35 \$40,700

SR-1

- Fund 211 Title I Part A Reallocate funds to increase po to pay unpaid invoices& reallocate funds for subscription for approval forms software for extra duty sheets.

SR-2

- Fund 211 Title I,1003 ESF Focused Support Reallocate funds to cover Math Training Conference for Marshall MS Teacher.

2025-26 BUDGET AMENDMENT NUMBER GF-1

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Expenditures</u>			
199.11.6399.01.013.11.000	6,800	5,425	12,225
199.11.6395.04.013.11.000	2,000	2,951	4,951
199.11.6395.04.104.30.000	2,000	10,922	12,922
199.11.6399.87.999.11.000	165,056	775,867	940,923
199.11.6399.79.818.11.000	-	12,490	12,490
199.11.6395.42.849.11.000	-	7,036	7,036
199.11.6399.42.849.11.000	28,455	4,746	33,201
199.36.6499.87.805.91.000	-	8,100	8,100
199.41.6639.87.726.99.000	-	17,050	17,050
199.51.6631.80.819.99.000	100,000	95,242	195,242
199.53.6399.79.818.99.000	941,757	33,385	975,142
		-	
Total Expenditures		973,214	
Net Change in the General Fund Budget		<u>(973,214)</u>	

Total Revenues/Other Sources	188,784,793	-	188,784,793
Total Expenditures	<u>188,784,793</u>	<u>(973,214)</u>	<u>187,811,579</u>
2025-2026 Adjusted	-	973,214	973,214

2025-26 BUDGET AMENDMENT NUMBER CN-1

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Expenditures</u>			
240.35.6639.00.833.99.000	4,762,041	40,700	4,802,741
Total Expenditures		40,700	
Net Change in the General Fund Budget		<u>(40,700)</u>	
<hr/> <hr/>			
Total Revenues/Other Sources	14,633,109	-	14,633,109
Total Expenditures	<u>19,159,957</u>	<u>40,700</u>	<u>19,200,657</u>
2025-2026 Adjusted	(4,526,848)	(40,700)	(4,567,548)

2025-26 BUDGET AMENDMENT NUMBER SR-1

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Expenditures</u>			
<u>Instruction</u>			
211.11.6117.00.048.30.301	5,000	(202)	4,798
211.11.6399.00.830.30.000	340,612	(550)	340,062
<u>Instructional Leadership</u>			
211.11.6399.00.830.24.000	104,128	550	104,678
<u>Community Services</u>			
211.61.6399.00.048.30.290	3,240	202	3,442
Net Change Title I		<u><u>-</u></u>	
<hr/> <hr/>			
Total Revenues/Other Sources	8,735,935	-	8,735,935
Total Expenditures	<u>8,735,935</u>	<u>-</u>	<u>8,735,935</u>
2025-2026 Adjusted	-	-	-

2025-26 BUDGET AMENDMENT NUMBER SR-2

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Expenditures</u>			
<u>Instruction</u>			
211.11.6412.00.046.30.ESF	4,000	(900)	3,100
<u>Instructional Leadership</u>			
211.21.6411.00.046.30.ESF	1,000	900	1,900
Net Change Title I 1003 ESF FOCUSED GRANT		<u><u>-</u></u>	
<hr/> <hr/>			
Total Revenues/Other Sources	690,786	-	690,786
Total Expenditures	<u>690,786</u>	<u>-</u>	<u>690,786</u>
2025-2026 Adjusted	-	-	-

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



Board Exhibit Cover Sheet

Meeting Date: July 24, 2025

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

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

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Ryan Deloney, Derwin Samuels, Tracy Reinholt, Corey Metts, Jackie Simien, Jenny Angelo

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

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

Budget Impact* (if applicable): General Fund: \$1,652,043.79

Funding Source (if applicable): General Fund

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

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

Frontline Education	Information Technology	Renewal of business solutions software for K-12 Technology.	BuyBoard 759-25	\$464,869.84
Frontline Education	Human Resources	Renewal of annual recruiting and hiring software.	BuyBoard 759-25	\$70,817.99
Howard Technology Solutions	Information Technology	Annual Microsoft Office Subscription	TIPS 230105	\$92,500.00
TASB Risk Management Fund	Business & Finance	Renewal for school liability and automobile insurance.	Interlocal	\$694,173.00
Don Ringler Chevrolet	Transportation	New 2025 Chevrolet Suburban.	TIPS 230404	\$61,401.00
Finalsite	Community & Media Relations	Annual renewal for website content management and mass communications system.	TIPS 220701	\$100,313.00
Branching Minds	Curriculum & Instruction	Renewal for site licenses for teachers, support staff, and admins to identify and support students' academic, attendance and behavioral needs.	BuyBoard 692-23	\$167,968.96
Total				\$1,652,043.79



Quote ID Q-221143
06/12/2025

Frontline Education Renewal Notice

Attn: Beaumont Independent School District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7. This includes the ability to create a support request directly from the Learning Center. Additionally, we have enhanced our Learning Center with Frontline Support Communities for many of our solutions, empowering you to collaborate with your peers, our experts and to share best practices with K-12 partners across your region and the country.

Below you will find information about the renewal of your subscription(s) that renew on 9/01/2025. Once you have reviewed the pricing for your upcoming subscription you can either:

- Use this [link](#) to confirm the renewal of your subscriptions, or
- If you have questions please reach out to your Client Success Manager

Description	Start Date	End Date	Qty	Rate	Amount
Business Solutions	9/01/2025	8/31/2026	1	\$464,869.84	\$464,869.84
Total					\$464,869.84

Please use this [link](#) to indicate that you intend to renew your subscriptions and request your invoice if needed.

Need assistance? You can reach us by calling Samantha Kaplan Heins at or by emailing us at renewals@frontlineed.com.

Robert Hawkins
Vice President, Client Success



Quote ID Q-212323
07/10/2025

Frontline Education Renewal Notice

Attn: Beaumont Independent School District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7. This includes the ability to create a support request directly from the Learning Center. Additionally, we have enhanced our Learning Center with Frontline Support Communities for many of our solutions, empowering you to collaborate with your peers, our experts and to share best practices with K-12 partners across your region and the country.

Below you will find information about the renewal of your subscription(s) that renew on 7/01/2025. Once you have reviewed the pricing for your upcoming subscription you can either:

- Use this [link](#) to confirm the renewal of your subscriptions, or
- If you have questions please reach out to your Client Success Manager

Description	Start Date	End Date	Qty	Rate	Amount
Human Capital Analytics Subscription, usage for up to 5 employees	7/01/2025	6/30/2026	1	\$20,489.11	\$20,489.11
Frontline Central, unlimited usage for internal employees	7/01/2025	6/30/2026	1	\$30,507.59	\$30,507.59
Applicant Tracking with Proactive Recruiting, unlimited usage for internal employees	7/01/2025	6/30/2026	1	\$19,821.29	\$19,821.29
Total					\$70,817.99

Please use this [link](#) to indicate that you intend to renew your subscriptions and request your invoice if needed.

Need assistance? You can reach us by calling Samantha Kaplan Heins at or by emailing us at renewals@frontlineed.com.

36 Howard Drive-Ellisville, MS 39437
P.O. Box 1590-Laurel, MS 39441



888.912.3151 general-601.399.5077 fax
888.323.3151 technical support

A Division of Howard Industries, Inc.
www.Howard.com

Online Quotation

Quote No:	AF4 1542316.00	Quote Date:	July 10, 2025
Customer Name:	Ryan Deloney	Phone Number:	4096175072
Company Name:	Beaumont ISD	Fax Number:	4096175202
Quote Name:	Microsoft Office 2500 users		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Microsoft Office 365 (Plan A3) - Subscription license - hosted - academic, Faculty - NCE MPN: CFQ7TTC0LHPP-000H Contract: TIPS/TAPS Computers/Equipment 230105	2500	\$37.00	\$92,500.00
2:	MICROSOFT - Free Student License- Microsoft Office 365 (Plan A3) Use Benefit - subscription license - 1 license MPN: CFQ7TTC0LHPP-000J Contract: TIPS/TAPS Computers/Equipment 230105	2500	\$0.00	\$0.00
Sub-Total:				\$92,500.00
Shipping & Handling:				Included
Taxes:				Tax Exempt
Total for Item 1:				\$92,500.00

This Quote will expire on August 09, 2025.
Please include your Quote Number on your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$92,500.00
Shipping & Handling :	Included
Taxes:	Tax Exempt
Total:	\$92,500.00

Notes:

ALL PRICING SUBJECT TO CHANGE 12 MONTH SOFTWARE

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS HEREIN AND ACCEPTANCE OF HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE (LOCATED AT: <https://www.howardcomputers.com/info/termsofsale.cfm>), WHICH ARE FULLY ADOPTED AND INCORPORATED HEREIN BY REFERENCE. PURCHASER'S SUBMISSION OF A PURCHASE ORDER PURSUANT TO THIS QUOTATION CONSTITUTES PURCHASER'S ACCEPTANCE OF AND AGREEMENT WITH HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE. HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. A COPY OF THE ABOVE- REFERENCED GENERAL TERMS AND CONDITIONS OF SALE MAY ALSO BE OBTAINED BY CALLING 1-888-912-3151 OR EMAILING webmaster@howardcomputers.com.

Howard's product warranties, return policies and related information are also available at <https://www.howardcomputers.com/support/warranties.cfm> and <https://www.howardcomputers.com/support/returnpolicy.cfm>, or may be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

Howard hereby reserves the right to unilaterally withdraw and/or revise any Quotation or quoted prices at any time, including in the event its manufacturing or procurement costs increase due to the imposition by the United States or any other country of new or higher tariff(s) or other similar taxes, duties, fees or charges.



Beaumont ISD

Contribution & Coverage Summary (CCS) Participation Period: 9/1/2025 through 8/31/2026

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions can be found on the following pages and is part of this CCS. Please review all pages of this CCS document and associated Fund Coverage Agreements.

This document is not a declarations page. The Fund is not insurance but a self-insured risk pool through which members agree to share risk and actively participate in their contractual obligations as a member of the Fund.

Coverage	Limit	Deductible	Contribution
Automobile Liability	\$100K Person Bodily / \$300K Occurrence Bodily / \$100K Occurrence Property	\$10,000	\$315,386
Automobile Physical Damage	Actual Cash Value	See Automobile Coverage Summary	\$92,381
School Liability including Professional Legal, General, and Employee Benefits Liability	See School Liability Coverage Summary	See School Liability Coverage Summary	\$268,406
Privacy & Information Security	\$1,000,000	\$0	\$18,000
Violent Acts	\$250,000	\$0	No Cost
Total Contribution			\$694,173

THIS IS NOT AN INVOICE. The TASB Risk Management Fund will issue an invoice when coverage is accepted by the member. Total Contribution is an estimate and is subject to exposure audit.

All provisions and terms of this CCS, including contribution amounts, are offered by the Fund in total as indicated only; if not accepted by the member in total, please contact your underwriter for other options and updated pricing.



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:	Lake Country Chevrolet	Quote Total:	\$60,575.75
Summary:	2025 Chevrolet Suburban 2WD LS		
Vendor Name:	Don Ringler Chevrolet	Quote Total:	\$61,401.00
Summary:	2025 Chevrolet Suburban 2WD LS		
Vendor Name:	Monument Chevrolet	Quote Total:	\$68,840.00
Summary:	20225 Chevrolet Suburban 2WD		

Funding /Account #: 199.34.6631.61.920.99.000

Vendor Selected: Don Ringler Chevrolet

Selection Justification: Don Ringler Chevrolet has the vehicle available for delivery sooner than the other vendors.

Name of Department/Campus Administrator: Transportation

Signature: 

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



Invoice

Invoice #: INV087669

Date: 9/1/2025

Payment Terms: Upon receipt

Due Date: 9/1/2025

PO#: 24000614/TIPS #220701

Bill To

Shannon Allen
Beaumont Independent School District
PO Box 672
Beaumont TX 77704-0672
United States

Ship To

Beaumont Independent School District
3395 Harrison Ave
Beaumont TX 77706-5009
United States

Description	Coverage Start Date	Coverage End Date	Qty	Amount
Core Communications Platform - Blackboard WCM Conversion	9/1/2025	8/31/2026	1	Included
Reliable mass notification system for sending messages via voice, text, email, push notification, website announcement, website alert, and social media.	9/1/2025	8/31/2026	1	Included
Custom, branded mobile app with access to student information, news, calendars, social media, notifications, and other vital school information.	9/1/2025	8/31/2026	1	Included
App Store Maintenance Service	9/1/2025	8/31/2026	1	Included
Google Authentication / SSO	9/1/2025	8/31/2026	1	Included
LDAPS/Active Directory Integration	9/1/2025	8/31/2026	1	Included
Weglot Advanced 1M (10 languages)	9/1/2025	8/31/2026	1	Included
Support Plan - Premium	9/1/2025	8/31/2026	1	Included
CMS Discount	9/1/2025	8/31/2026	1	Included
Subtotal				USD \$100,313.00
Tax Total				USD \$0.00
Total				USD \$100,313.00
Amount Paid				\$0.00
Amount Due				\$100,313.00

Please make all checks payable to Active Internet Technologies, LLC.

Remittance Address:

Active Internet Technologies
PO Box 783838
Philadelphia, PA
19178-3838

For Courier Deposits (Fed Ex, UPS, etc.):

Active Internet Technologies LLC
Attn: Lockbox 783838
Wells Fargo Bank
MAC Y1372-045
2005 Market Street, 5th Floor
Philadelphia, PA 19103-7042

Wire/ACH Instructions:

Bank: Wells Fargo Bank NA
Bank Add: PO Box 63020, San Francisco, CA 94163
ABA: 121000248 / SWIFT ID: WFBIUS6S
Account Name: Active Internet Technologies LLC
Account Number: 4095186292

800-592-2469 Ext. 1008
accounting@finalsite.com

We appreciate your confidence in us and our products. Please visit us online at www.finalsite.com

FINALSITE ORDER

This **Finalsite Order (the 'Order')** is entered into by and between Active Internet Technologies, dba Finalsite ('Finalsite') and Beaumont Independent School District ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("**Pricing Summary**"). This Order, together with the Master Terms and Conditions for Services (the "**Master Terms**") located at <http://www.finalsite.com/masterterms/useducationagencies> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "**Effective Date**" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Pricing Summary

* Indicates products added

[x] Indicates products removed

CMS Platform

Platform	
WCM Essential WCM-ESSN	* Core Communications Platform - Blackboard WCM Conversion View a detailed description of what is included in your software package here https://www.finalsite.com/wcm-conv-pkg

Setup and Creative and Professional Services	
* WCM Conversion Replication Package View a detailed description of what is included in your software package here www.finalsite.com/wcm-crp	

Add-Ons	
* Google Authentication / SSO	* LDAPS/Active Directory Integration
* Support Plan - Premium	

Products Included in Communications Core Platform - Blackboard WCM Conversion	
Finalsite Composer Content Management System	Granular Permissions
Admin Users, Editors (84)	HTTPS Implementation
Admins with ticketing rights (28)	Knowledge Base and Product Training Resources
Basic Integrated Site Search	Mobile Friendly, Responsive Designs
Calendar Manager	News / Blogs via Posts (Unlimited)
Website cloud storage / 250 GB /mo	Page Based Notifications (Unlimited)
Comprehensive Training Program	Published Pages (Unlimited)
Content Migration Included	Resources (Media, Galleries, Document Library)
District Site and 27 Additional Sites	Secure Hosting & CDN

Drag - and - Drop Page Elements	Single Sign-On
Faculty / Staff Directory (public facing)	Social Media Feeds for Districts - Standard (28)
Faculty / Staff Portal	Standard Support Plan
Forms Mananager (Unlimited forms)	

Communications

Platform	
Mobile Communications App Intg MCA-APPI	Mass Notifications BC-MN

Add-Ons	
App Store Maintenance Service WCM-APPSTM-S	

Translation

Translation	
* Weglot Advanced 1M (10 languages)	

Special Provisions:

- \$5,200.00 of setup costs that are still owed from the client's original WCM contract will be accounted for in the annual cost of year 1.
- This agreement will be processed via TIPS contract number: 220701

Services: Initial Term and Fees:

The initial term of this Order is for the (5) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:

Total Setup Cost (USD)
\$ 0

Schedule	Amount
Period 1 - Sep 01 2023	\$ 102,265
Period 2 - Sep 01 2024	\$ 98,689

Period 3 - Sep 01 2025	\$ 100,313
Period 4 - Sep 01 2026	\$ 101,936
Period 5 - Sep 01 2027	\$ 103,560



Beaumont ISD, TX 2025 Partnership Proposal July 1, 2025 - July 31, 2026

Quote created: March 19, 2025 Reference: 20250319-155547572

Beaumont Independent School District

4315 Concord Road
Beaumont, Texas 77703
United States

Emma McBride

emcbrid@bmtisd.com
409-617-5130

Sharika Hawkins

shawkin@bmtisd.com
409-466-6081

Jenny Angelo

jangelo@bmtisd.com
409-617-5008

We understand that RTI/MTSS is a system-level practice intended to support *all* students in fluid and evolving ways, therefore BRM works with schools and districts at a systems-level. Below please find an overview of a way to get started with Branching Minds.

Partnerships with BRM includes the following:

- **Platform:** Licenses for all teachers, support staff, and administrators to support all students included in school/district enrollment (tiers 1, 2, 3 + students with IEPs, 504 Plans, and enrichment needs).
- **Integrations and ongoing customer support:** Included as part of your success package (details included below).
- **PD and Coaching:** A minimum amount of professional development is required for successful BRM implementation. Additional PD and coaching are available for RTI/MTSS infrastructure work and any related RTI/MTSS needs.
- **Infrastructure support:** RTI/MTSS audits (Roots Reports) and Handbook alignment/development coaching.

Success Package

- Access to the MTSS Hub on-demand learning platform (LMS)
- Learning modules, tutorials, and videos to support educators as they configure and navigate the BRM platform and improve their MTSS practice
- Access to Best Practice Guides
- Branching Minds Design Workshop
 - BRM success team guides key district stakeholders to collaboratively design a custom onboarding and adoption plan aligned to the district's strategic vision and MTSS goals
- Key Contact(s) Adoption Planning with dedicated Professional Service Manager (up to 2 hours)
- District MTSS Team Launch & Configuration Workshop
 - Full-day workshop designed to mobilize your district's activators
 - District MTSS Leads / Specialists will take a deep dive into Branching Minds and help identify objectives and milestones for your district's adoption journey
- Dedicated Customer Success Manager
- Beginning and middle of year meetings
- End of year Impact Review
- Annual BRM Award Presentation
- Ongoing check-in meetings
- Milestone celebration
- Quarterly Impact Report
- Invitation to Regional MTSS Consortium
- In-app live chat support with prioritized first response time (during business hours)
- Tickets automatically routed to Tier 2 support specialists
- Access to Branching Minds Help Center
- Prioritized escalations and bug resolution time
- Dedicated Data Implementation Specialist
- Project Plan with embedded district-specific Data Sharing Guide
- Help documentation
- Access to the MTSS Hub On-Demand Learning Platform – configuration and technical data implementation courses
- Weekly check-in meetings during onboarding
 - Data ingestion and validation
 - Platform configuration
 - Additional data implementation support, as needed
- Data Integration
 - Rostering (staff, students, demographic fields, student flags, custom tags)
 - Early Warning System/Graduation Risk Report (attendance, behavior and course marks)
 - Assessment (screener, benchmark and progress monitoring)
- Data Extraction
 - Data extracts shared from Branching Minds to district via flat file (district responsible for mapping)
- Access to BRM Newsletter, Blogs, Podcast & Webinars
- Invitation to BRM MTSS Community
- 15 Tickets to BRM's Annual MTSS Summit
- Invitation to co-present with BRM in conferences and webinars

Products & Services

Item & Description	Item Quantity	Unit Price	Total
<p>BRM Platform Licenses PK-12</p> <p>Student profiles and staff licenses created for all students and staff at partnering schools</p>	16,208	\$8.65 /year	\$140,199.20 /year for 1 year
August 1, 2025 - July 31, 2026			
<p>BRM Platform Licenses PK-12</p> <p>Student profiles and staff licenses created for all students and staff at partnering schools</p>	16,208	\$0.72 /year	\$11,669.76 /year for 1 year
July 1, 2025 - July 31, 2025			
*Pricing reflects 1 pro-rated month of service			
<p>Success Package</p> <p>The Branching Minds Success Package provides support and services that lead to a successful implementation of a school system's MTSS practice and its MTSS management system (the BRM platform)</p>	23	\$650.00 /year	\$14,950.00 /year for 1 year
August 1, 2025 - July 31, 2026			
<p>Success Package</p> <p>The Branching Minds Success Package provides support and services that lead to a successful implementation of a school system's MTSS practice and its MTSS management system (the BRM platform)</p>	23	\$50.00 /year	\$1,150.00 /year for 1 year
July 1, 2025 - July 31, 2025			
*Pricing reflects 1 pro-rated month of service			
Annual subtotal			\$167,968.96
Total			\$167,968.96



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:	Branching Minds	Quote Total:	\$ 167,968.96	Infrastructure Support, MTSS Platform, Data Integration, Ongoing Customer Support, and Professional Development and Coaching
Summary: Branching Minds provides a robust platform containing comprehensive student data profiles and staff licenses. The BRM Standard Success Package provides support and services that lead to a successful implementation of a school system's MTSS practice and its MTSS management system (the BRM platform) to support identifying student academic, behavioral, and attendance needs and addressing appropriate interventions for rectifying them.				
Vendor Name:	DMAC	Quote Total:	\$ 27,724.95	DMAC Student Data platform
Summary: DMAC (Data Management for Assessment and Curriculum) provides Texas educators with a suite of web-based tools to manage and analyze student data. DMAC facilitates data disaggregation, benchmarking, assessment, student achievement tracking, progress monitoring, and curriculum planning. It does not offer the seamless transition of data into the platform with visual tiered cues or a comprehensive platform of intervention options for academic, behavioral, or attendance concerns.				
Vendor Name:	Eduphoria Aware	Quote Total:	\$ 72,418.20	Eduphoria Student Data platform
Summary: The Eduphoria Aware platform provides student assessment data but does not provide intervention tools, attendance monitoring, or evidence-based ways in which to address behavioral interventions which are a critical component of MTSS structures.				

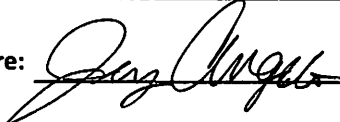
Vendor Selected:	Branching Minds
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Selection Justification: Branching Minds provides the best overall value to BISD in creating and implementing an MTSS framework that supports the academic, behavior and social-emotional needs of every student in BISD. Branching Minds is a cloud-based application that uses the most advanced learning science and education research to help school districts transform MTSS ideas into action. Nationally normed universal screener scores showed statistically significant marked improvement in reading and math for students supported with Branching Minds.

Branching Minds guides teachers in creating scaffolded lesson planning with the use of matched evidence-based interventions, best practices of MTSS, and effective differentiation. The simple and straight-forward platform that Branching Minds provides is much easier to navigate than Panorama - this was a major deciding factor. The Branching Minds platform will cut meeting and prep time in half - helping us all meet the needs of students more efficiently! Student intervention plans and progress monitoring are equipped with built-in fidelity checks and are completely turn-key for teachers.

The high quality platform empowers educators with tools to easily understand the whole learner's strengths and challenges: academic, cognitive, social-emotional, and behavioral. The platform increases collaboration among all stakeholders (teachers, family, and students) - creating a framework to support the student's individual needs. The Branching Minds platform connects all the dots for every learner and educator; and present the data in an easy and visually pleasing format. Branching Minds award winning support teams have been invaluable in BISD's MTSS implementation process, our continued partnership will increase educator success and thereby student's academic and behavioral success!

Name of Person Completing this Form: Jenny Angelo

Signature: 

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

II.F.4. Approve Rankings and
Recommended Vendor for Lawn
Maintenance Services (RFP 26.01)



Board Exhibit Cover Sheet

Meeting Date: July 24, 2025

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

Agenda Item Title: Approve Rankings and Recommended Vendor for Lawn Maintenance Services (RFP 26.01)

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Mark McClelland

Executive Summary: A Request for Proposals was issued for district-wide Lawn Maintenance Services. The term of this contract award will be for one (1) year, with (4) possible, one-year renewal options. There were nine (9) responses to the RFP.

Recommendation: Award Superior Lawn Maintenance for Lawn Maintenance Services (RFP 26.01)

Budget Impact* (if applicable): \$852,580.00

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): 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
 BEAUMONT INDEPENDENT SCHOOL DISTRICT
 RFP 26.01 – LAWN MAINTENANCE SERVICES**

PROPOSAL EVALUATION TABULATION

PROPOSAL OPENING JULY 7, 2025 @ 2:00 P.M.

<u>OFFEROR'S COMPANY NAME</u>	<u>RESPONSIVE</u>	<u>TOTAL POINTS SCORED</u>	<u>RANKING</u>
The Grounds Guys	Y	61.36	8
JCTX Lawn Care	Y	71.67	6
Arbor True LLC	Y	47.97	9
Rotolo Consultants	Y	80.64	4
Bright View	Y	84.50	3
Eagle Outdoor	Y	88.63	2
Superior Lawn (Recommended)	Y	90.67	1
ABM	Y	61.48	7
Green World Care	Y	71.90	5

Evaluators:

Mark McClelland – Director of Maint. & Operations
 Robert Henry – Supervisor – Warehouse/Grounds
 Bryan Jansen – Project Manager
 Steve Tatum – Supervisor

Evaluation Criteria

Possible Points

Price Proposal 50 points
 Experience & Reputation 20 points
 Quality of Proposer's Services 15 points
 Extent to which meets BISD needs 10 points
 Prior Relationship w/BISD 5 points

**REQUEST FOR COMPETITIVE SEALED PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
RFP 26.01 – LAWN MAINTENANCE SERVICES**

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: Superior Lawn Maintenance
Address: 8210 Collier Rd, Beaumont, Tx 77706
Phone No.: 409-846-8474 Email: superiorlawn3@gmail.com Date: _____
Signature: 

1.3 Pricing: (amount in numbers)

A: Pricing shall be one lump-sum for lawn maintenance services for one (1) fiscal year, beginning August 1 – July 31. All specifications/scope of work outlined in this RFP shall be included.

Proposal Price: \$ 852,580.00

B. Break-Out price for Waverly Street Property. (as outlined in Section 4; k)

Proposal Price (per one-time maintenance): \$ 180.00

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.

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

Signed By: 

Name: Brandon Brocato
(Type or Print)

Title: Owner
(Type or Print)

II.F.5. Approve Investment
Management Agreement



Board Exhibit Cover Sheet

Meeting Date: July 24, 2025

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

Agenda Item Title: Approve Investment Management Agreement

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: Meeder Public Funds will provide discretionary investment management services to the District under the attached agreement. In this role, Meeder will assist the District in maximizing interest earnings on its investments. In addition to managing the investments, Meeder will support the District by preparing quarterly and annual investment reports and assisting with the annual review of the District's investment policy.

Recommendation: Approve Investment Management Agreement with Meeder Public Funds

Budget Impact* (if applicable): \$10,000

Funding Source (if applicable):

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

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

7/16/2025
Date

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

Date

General Counsel's Signature

Date



Investment Management Agreement

Meeder Public Funds

This Investment Management Agreement (“Agreement”) is effective as of the date executed by and between Meeder Public Funds, Inc. (“Meeder”), its applicable affiliates, and the undersigned account owner (“Client”).

1. **Investment Management Services.** Under this Agreement, Meeder provides discretionary investment management services for public entity clients in accordance with the terms of the applicable state investment code and investment policy.

2. **Appointment.** Client appoints Meeder as discretionary investment manager to manage the assets deposited in any account subject to the terms of this Agreement (“Account”). Meeder accepts the appointment as investment manager and shall invest, reinvest and manage the securities, cash and other assets of the Account subject to any Investment Policy Statement provided by Client. Meeder shall provide advice only with respect to assets in the Account and shall have no responsibility for the actions or non-actions of predecessor investment advisors or for the management of assets other than the assets allocated to the Account.

3. **Trading Authorization.** Client grants Meeder discretionary trading authority and appoints Meeder as agent and attorney-in-fact with respect to investments in the Account. Meeder may direct the purchase, sale, exchange, conversion, delivery or other acquisition or disposition of securities and other investments in the Account and act on behalf of Client in all other matters incidental to the handling of Account investments, all without prior consultation with Client.

4. **Custody.** Meeder will not assume physical custody of the Account or any portion of it. Client shall establish a custodial account with a qualified custodian (“Custodian”). Client will receive from the Custodian account statements and confirmations identifying assets and transactions in the Account. All transactions will be consummated by payment to, or delivery by, the Custodian of all cash, securities and other assets due to or from the Account. The Custodian shall be responsible for investing any daily cash balances in the Account and Meeder will not exercise discretion to select sweep vehicles for the Account.

5. **Investment Objectives and Restrictions.** Client may provide Meeder with an Investment Policy Statement or other written directions setting forth the investment objectives and any specific investment restrictions or limitations which govern the Account. Meeder shall be entitled to rely on such guidelines, objectives and restrictions relating to the Account as it may receive from Client. It is Client’s responsibility to inform Meeder in writing of any changes or modifications to these directions, which shall be given ten days in advance of any such change.

6. **Brokerage.** Unless otherwise directed, Meeder will place trades for the Account through such brokers or dealers as it may select. When selecting brokers, Meeder’s primary consideration will be the broker’s ability to provide best execution of trades and Meeder may consider the quality and reliability of the brokerage services, trade price and commission, as well as research and other services provided by the broker-dealers.

7. **Trade Aggregation.** Meeder may aggregate trades for multiple clients when, in the adviser’s judgment, aggregation is in the best interests of the clients involved. Orders are aggregated to facilitate best execution and allocate equitably among clients the effects of any market fluctuations that might have otherwise occurred had these orders been placed independently. Where it is not possible to obtain the same execution price for all securities purchased or sold on an aggregated basis, Meeder may allocate trades equitably among its clients using the average execution price.

8. **Fees.** For the services provided in accordance with this Agreement, Client will pay an investment advisory fee as indicated on Schedule A to this Agreement. Investment advisory fees do not include custody fees charged by Client's selected Custodian. Where Client has elected to have fees deducted, Client authorizes the Custodian to deduct fees from the Account and pay them to Meeder.

9. **Promoter Arrangements.** Meeder accepts Clients referred through unaffiliated third parties ("Promoters") and may pay cash compensation for the endorsement of Meeder's services, which provides the Promoter with an incentive to refer clients. Clients will not incur any additional fees for being referred to Meeder by a Promoter. Clients that engage Meeder as their investment adviser as a result of a referral by a Promoter will receive a written Promoter disclosure statement describing the nature and terms of the arrangement, including the amount payable to the Promoter.

10. **Local Government Investment Pools.** Where appropriate, Meeder may recommend the use of local government investment pools in which Meeder or one of its affiliates earn advisory and/or administration fees. Assets placed in these pools are not included among eligible assets when calculating the investment advisory fee. Because Meeder or its affiliates receive fees in connection with programs we sponsor or recommend, use of these programs presents a conflict of interest.

11. **Third-Party Payments.** Meeder or its affiliates receive compensation from unaffiliated third parties for endorsing or recommending certain financial products to its clients. This arrangement presents a conflict of interest because it provides Meeder with an incentive to solicit and secure participation in the program. Asset based advisory fees are not charged for assets invested in products that pay indirect compensation to Meeder.

12. **Proxy Voting.** Meeder does not accept or assume authority to vote proxies for its public fund clients. Clients will receive their proxies or other solicitations directly from their Custodian. Client agrees that Meeder will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of such securities.

13. **Electronic Delivery.** Client consents to electronic delivery of all documents from Meeder, including but not limited to a copy of the executed Agreement, statements, confirmations, Meeder's Form ADV Part 2 and amendments thereto, and other general communications delivered to Client's electronic mail address of record. Delivery of communications to Clients in this fashion will be deemed effective unless Meeder is notified otherwise. Client is responsible for maintaining an accurate and up to date email address and to ensure that Client at all times has the ability to receive communications directed in this manner.

14. **Confidentiality.** All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as otherwise required by law or as agreed to in writing by Client. Notwithstanding the foregoing, Client consents to the use of Client's name in sales and marketing material used by Meeder or its affiliates solely for the purpose of identifying the Client as an investment advisory client.

15. **Services to Other Clients.** Client understands that Meeder serves as investment adviser for other clients and will continue to do so. Client also understands that Meeder, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Meeder is not obligated to buy, sell or recommend for Client any security or other investment that Meeder or its Affiliated Persons may buy, sell or recommend for any other client or their own accounts.

16. **Meeder's Representations.** Meeder represents that it is a registered investment adviser under the Investment Advisers Act of 1940.

17. **Client's Representations.** Client represents and acknowledges that: (i) Client is the sole owner of the Account assets and has full power and authority to enter into this Agreement and to commit the assets to Meeder's management and supervision; (ii) that the person signing this Agreement on behalf of Client is authorized and empowered to establish accounts and commit the assets to Meeder's management and supervision on the entity's

behalf; (iii) Client has received Meeder's current Form ADV, Part 2A and B; and (iv) Client has received a copy of Meeder's Privacy Policy.

18. Term. This Agreement may be terminated by either party for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand, of a written "Notice of Termination" to the other party at least thirty (30) days prior to the date of the intended early termination of this Agreement. Termination of this Agreement will not affect the status, obligations or liabilities of the parties to this Agreement that arose prior to such termination.

19. Limitation of Liability. Except for negligence, malfeasance or violation of applicable law, neither Meeder nor its officers, directors or employees shall be liable to Client for any action performed, or omitted to be performed, or for any errors of judgment in managing the Account. Nor shall Meeder be liable to Client for any act or failure to act by any other third party. The federal securities laws impose liabilities under certain circumstances on persons even when they act in good faith. Therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

20. Assignment. This Agreement may not be assigned by either party without the consent of the other party. Meeder will provide Client at least thirty (30) days prior written notice of any proposed assignment, and Client's consent will be presumed unless Client notifies Meeder otherwise in writing prior to the date of the assignment indicated on the notice.

21. Amendment. This Agreement may be amended by Meeder with thirty (30) days prior written notice to Client and may be amended immediately upon notice to the extent reasonably required to satisfy federal or state regulatory requirements.

22. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law provisions of that State.

23. Severability. If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect.

24. Affiliates. To the extent necessary to carry out the terms of this Agreement, any named affiliate of Meeder shall be deemed to be a party to the Agreement for that purpose.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents to become effective as of the day and year first written above.

MEEDER PUBLIC FUNDS, Inc.

BEAUMONT ISD

BY

BY

TITLE

TITLE

SIGNATURE

SIGNATURE

DATE

DATE



Meeder Public Funds

Schedule of Fees

As of January 2020

This schedule sets forth the standard annual investment advisory fee applicable to the Account under this Agreement. The schedule is tiered and each tier of assets under management will be assessed at the rate set forth in the schedule.

Discretionary Accounts	
Assets Under Management	Annual Advisory Fee
Up to \$100,000,000	0.06%
\$100,000,000 - \$250,000,000	0.05%
Over \$250,000,000	0.04%

Investment advisory fees are subject to a minimum fee of \$10,000 per year. Fees are calculated and billed monthly in arrears based on the value of the securities, cash and other assets in the account at the end of the billing period. Unless otherwise agreed, fees are deducted directly from the Account. For clients who utilize Meeder's Preferred Custodian, fees may be credited an amount equal to the custodial fee up to a maximum annual credit of 0.01%. Meeder reserves the right to discontinue credits for custodial fees charged by the Preferred Custodian at any time and upon 30 days' notice in writing of the change to Client.



Promoter's Written Disclosure Statement

Meeder Public Funds

The individual or firm listed below ("Promoter") has been engaged to refer clients to Meeder Public Funds, Inc. ("Meeder") and endorse its services. Promoter may assist clients in establishing a relationship with Meeder and provide clients with information about the firm's services. Promoter is not an employee or client of the firm. Promoter is an independent contractor and receives cash compensation in exchange for successfully referring clients to Meeder's advisory services. This arrangement provides Promoter with an incentive to refer clients and secure their participation in the investment advisory program. In addition to this program, Promoter may have entered into other arrangements with Meeder Public Funds, Inc. or its affiliates in connection with the sale of securities or investment advisory services that present a conflict of interest.

Promoter Name: Erik NeVille

Promoter Firm: Verity Asset Management

In the event Client engages Meeder to provide investment advisory services as a result of the Promoter's referral, Promoter will receive the following percentage of the investment advisory fees paid by client so long as the account remains open. The referral fee is paid solely from Meeder's contracted investment advisory fee for the account and shall not result in any additional charge to Client.

Promoter Fee: 10 % of investment advisory fees.

Client hereby acknowledges receipt of this Written Disclosure Statement and of the most recent Form ADV Part 2A Brochure applicable to the Meeder investment advisory services referred to Client by Promoter.

BEAUMONT ISD

BY _____

TITLE _____

SIGNATURE _____

DATE _____

III. ADJOURNMENT