

**Official Agenda and Meeting Notice
of the Board of the
Beaumont Independent School District
in the Board Room of the Beaumont ISD Administration Building**

Wednesday, May 29, 2024

Special Meeting

5:00 PM

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

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

5:00 PM - (CALL TO ORDER)

- I. INTRODUCTION
- II. ROLL CALL
 - A. 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:
 - 1. LEGAL
 - a. Pending or contemplated litigation matters and status report
 - b. 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
 - 1. Proposed Advocacy Resolutions
 - 2. PERSONNEL
 - a. 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
 - 3. REAL ESTATE
 - a. Deliberation regarding the purchase, exchange, lease or value of real property
 - 4. ECONOMIC DEVELOPMENT
 - a. Deliberation regarding an offer of a financial or other incentive to a business prospect related to economic development negotiations
- III. ACTION ITEMS
 - A. Approve Proposed Advocacy Resolutions



Board Exhibit Cover Sheet

Meeting Date: May 29, 2024

Agenda Item/Exhibit Number: **III.A.**

Agenda Item Title: Approve Proposed Advocacy Resolutions

Cabinet Level Presenter(s): Shannon Allen, Ed.D., Superintendent of Schools

Additional Presenter(s):

Executive Summary: TASB invites all school boards to submit new resolutions to be included in the 2024–26 Advocacy Agenda. TASB’s Advocacy Agenda includes priorities and resolutions. Advocacy priorities are the legislative goals arising from TASB’s grassroots process. The resolutions are board-submitted positions guiding TASB’s response to other issues that might come before the Texas Legislature, State Board of Education, and regulatory entities.

Recommendation: The board is asked to approve the attached resolutions and submit any additional resolutions for the TASB Advocacy Agenda.

Resolution proposals will be accepted until 11:59 p.m. on June 17.

Budget Impact* (if applicable): none

Funding Source (if applicable): none

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

5/24/2024

Date

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

Date

General Counsel's Signature

Date



Summary of Beaumont ISD's Proposed Resolutions

- TASB advocates for an accountability system that does not apply the same sanctions to campuses and districts that receive a D rating over three consecutive years as the sanctions applied to F-rated campuses.
- TASB advocates for a grace period of at least one year in the assignment of campus and district ratings following significant changes to STAAR/end of the course (EOC) and/or the state accountability system.
- TASB advocates for legislation that will allow local districts to oversee the operation of all schools, including those labeled "improvement required."
- TASB advocates for local police departments or school resource officers to have the authority to write a citation for certain activities on campus, in particular, vaping tobacco or other substances or the possession of tobacco, e-cigarettes, or any component, part, or accessory for the e-cigarette.
- TASB advocates for full funding for statewide, universal, high-quality, full-day prekindergarten programs to include transportation, facilities, and strengthen mixed delivery programs made in partnership with public school districts for pre-K 3 and pre-K 4.
- TASB advocates for increasing special education funding.
- TASB advocates for school districts to employ or contract with local mental health authorities to provide mental health services on a campus of a district and that these services are fully funded.
- TASB advocates for a school funding weight that is fully funded by the state to increase the basic allotment for the purpose of adjusting full-time, district employee compensation to account for inflation and the rising cost of living.
- TASB advocates requiring all recapture dollars be spent on education and ending the practice of the state supplanting its investment in education with recapture dollars.

There are additional areas that we can review which will allow us to add additional proposed resolutions. Keep in mind that we must carefully submit a Statement of Reason along with each resolution to submit to TASB before the deadline. Additional possible areas of advocacy are included in the TASB Advocacy Agenda Cornerstone Principles later in this section. If you would like to add additional resolutions, please let me know as soon as possible.



April 5, 2024

Dear school leader,

The development of TASB's 2024-26 Advocacy Agenda is well underway. Our Advocacy Agenda is created by members — and for members — to advocate for public schools at the state Capitol and beyond.

The work started earlier this year with Grassroots Meetings, where you and other trustees identified your regional priorities to submit for the statewide slate of priorities. **Now, it's time for your board to submit resolutions on issues that are specific to your district or community.**

Resolutions due June 17

Your board must approve any proposed resolution, so put an item on your board agenda before the deadline. The submission period closes June 17 at 11:59 p.m.

Use the online form at tasb.org/submit-resolution. You may submit more than one resolution, and you must complete the form separately for each resolution.

To learn more, see our How to Submit an Advocacy Resolution page at tasb.org/submit-resolution.

Note: All current resolutions will expire at the conclusion of the 2024 Delegate Assembly. If there is a resolution your board would like to see continue into the next Agenda, you must submit that resolution. You can view the current Advocacy Agenda at tasb.org/advocacy/what-is-tasb-advocacy-agenda.

Save the date for Delegate Assembly

The final step to adopting the 2024-26 Advocacy Agenda is the 2024 Delegate Assembly. Make sure your board has a Delegate to participate in the debate and, most importantly, the vote. **Delegate Assembly will be held Sept. 28, in conjunction with txEDCON24 in San Antonio.** We will share more details about registration in the coming months. Until then, start discussing with your fellow board members who should be your representative at the Assembly.

Enclosed is an infographic explaining how the Advocacy Agenda is created. I encourage you to share this with your board.

If you have any questions, please contact me at dax.gonzalez@tasb.org or 800.580.4885. And thank you for being actively involved in creating your Association's Advocacy Agenda!

Sincerely,

A handwritten signature in black ink, appearing to read "Dax González", written over a light blue horizontal line.

Dax González

TASB Governmental Relations

2024-09-20 10:09 AM

HOW TASB'S ADVOCACY AGENDA IS CREATED

PRIORITIES



January-March

Grassroots Meetings

(Even-numbered years)

Local school leaders work together to develop regional priorities. Representatives are elected to the TASB Legislative Advisory Council (LAC).



April-June

LAC meetings

LAC members identify common priorities from regional meetings and recommend a list of priority statements to the TASB Board.



Priorities reviewed

The TASB Board of Directors reviews the Priorities and makes a recommendation to the Delegate Assembly.

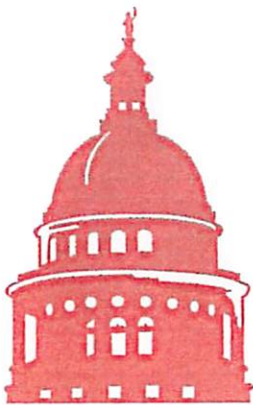
Summer

Delegate Assembly

Texas school boards appoint one delegate and one alternate to attend TASB's annual business meeting. The Assembly debates and votes on:

- Advocacy Priorities
- Advocacy Resolutions
- TASB leadership (board and officers)

The Advocacy Agenda is adopted.

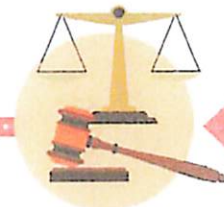


TASB advocates at the Capitol on behalf of the 1,024 Texas school boards

The Advocacy Agenda is the action plan and guide for TASB staff working on your behalf at the Capitol.



Legislative Session
(Odd-numbered years)



January



September/October

RESOLUTIONS



March-June

Boards submit advocacy resolutions

Local school boards submit stances to TASB to help guide the Association's response to issues that might arise before the Legislature.

154

Resolutions reviewed

The TASB Board of Directors reviews proposed Resolutions and makes a recommendation to the Delegate Assembly.



Summer

TASB's Advocacy Agenda is a biennial agenda, and the Delegate Assembly can update or amend it during odd-numbered years following the regular legislative session.



[Home](#) > [Resources](#) > [How to Submit an Advocacy Resolution](#)

How to Submit an Advocacy Resolution

TASB's Advocacy Resolutions process is a powerful way for your school board to shape the TASB Advocacy Agenda.

HOW TO | FRIDAY, MARCH 15, 2024 | ☆ [Save to Favorites](#)

TASB's Advocacy Agenda is composed of three parts:

- **Cornerstone Principles:** Evergreen statements that guide TASB's Advocacy Agenda and organizational conduct.
- **Advocacy Priorities:** High-profile, high-commitment legislative objectives developed through TASB's Grassroots Meetings process.
- **Advocacy Resolutions:** Stances submitted by local school boards that guide TASB's response to issues that may come before the Legislature and other governmental entities.

Our Advocacy Agenda is a bottom-up process focused on making sure local voices are heard. Your board can help shape the agenda by contributing to the creation of priorities or by submitting resolutions.

Advocacy Priorities require approval by two-thirds of the delegates present and voting during Delegate Assembly, TASB's annual business meeting. Advocacy Resolutions require a simple majority. TASB Advocacy Agenda Priorities and Resolutions stand for two years and can be amended after the first year. After the two-year cycle has ended, the priorities and resolutions are replaced with those adopted by the Delegate Assembly.

The Cornerstone Principles do not expire at the end of TASB's two-year agenda cycle. The TASB Board may propose amendments to the principles for adoption by the Delegate



Your board can submit proposals for resolutions usually between March 15 and June 15 each year depending on when those days fall on the calendar. If adopted, they will become part of the TASB Advocacy Agenda.

Your board should determine which legislative issues are most important and then prepare and submit resolutions for consideration at Delegate Assembly.

How to Submit a Resolution

- Review the current [Advocacy Resolutions](#) for examples.
- During odd-numbered years, check the current [Cornerstone Principles](#) and [Advocacy Priorities](#) to ensure your resolution doesn't duplicate an issue already contained in the Agenda.
- Work with your board to develop and approve resolutions and statements of reason.
- Submit your approved resolutions using the online form linked to the button below. Each resolution must be submitted on a separate form.

[Submit Approved Resolution](#)

Resolutions must be submitted by 11:59 p.m. on June 17, 2024.

Things to Consider When Writing Resolutions

Your board should consider important legislative and policy matters that you want TASB to amplify.

Use the current resolutions and priorities in the TASB Advocacy Agenda as a guide to the issues. In even-numbered years prior to the expiration of the biennial agenda, your board may wish to resubmit a resolution that would otherwise expire. In odd-numbered years, boards do not need to resubmit current resolutions as they will not expire for another year.



As these processes come together and major themes and needs emerge, resolutions from school boards that restate or conflict with other aspects of the existing or TASB Board-proposed Advocacy Agenda will drop aside. Active Member school boards that submit resolutions will be kept informed of the status of their resolutions.

Late Resolutions

Resolution proposals submitted after the June 17 bylaws deadline can be considered only on an emergency basis and must be accompanied by a statement of the nature of the emergency preventing timely submission.

Questions

For more information, please contact Dax González in TASB Governmental Relations at dax.gonzalez@tasb.org or 800-580-4885.

As amended September 24, 2022, by the TASB Delegate Assembly

TASB Advocacy Agenda Cornerstone Principles

The following Cornerstone Principles guide TASB's Advocacy Agenda and organizational conduct.

Excellence in student achievement for all Texas students and fair accountability for academic progress.

Locally elected trustees and locally governed and controlled public schools.

Safe and secure schools that foster the physical, mental, and emotional well-being of students and staff.

Adequate and equitable funding levels to provide an exceptional education in a safe environment.

Efficient and effective school management.

Strong family and community engagement to create optimal opportunities for each child

Fulfillment of public schools' unique constitutional duty to educate every child by preventing the diversion of public funds through vouchers, tax credits, education savings grants, and other mechanisms.

Promotion of equity, intentional eradication of systemic racism, and the recognition of all cultures and races that have contributed to the rich history of Texas and the United States to include support for diversity and cultural awareness initiatives throughout the state.

TASB Advocacy Agenda Priorities

Teacher Recruitment and Retention

TASB calls upon the Texas Legislature to provide additional state funding to help elevate the profession of teaching by providing more substantial financial aid and other programs to incentivize students to enter the field, increasing educator and staff compensation,

improving staff health and retirement benefits, and decreasing the burdensome mandates that increase an educator's workload.

Student and Staff Mental Health

TASB calls upon the Texas Legislature to improve access to evidence-based mental health services and mental health professionals either within a district or a collaborative network. At the same time, the Legislature should reduce the burden on educators and districts to identify and solve student mental health issues.

Vouchers

TASB calls upon the Texas Legislature to prevent any transfer of public funds using vouchers, education savings accounts, or corporate tax credits to private schools or individuals, including the expansion of virtual instruction by corporations.

State Accountability

TASB calls upon the Texas Legislature to expand opportunities for locally determined accountability frameworks; to ensure every school campus has a pathway to student success; and to prohibit standardized tests from serving as the primary indicator of school and student performance.

TASB calls upon the Texas Legislature to continue reducing mandatory state assessments by eliminating those not required by federal law; to remove the high stakes inherent in the A-F rating system and assessments that impact students, teachers, and schools; to reduce the impact testing has on an entire campus; and to reduce the time students spend taking state tests.

TASB calls upon the Texas Legislature and Texas Education Agency to refrain from retroactively changing the metrics used in the state accountability system for the 2022-23 school year to avoid misleading parents and the public. The state should not change state assessments while making changes to the overall accountability system.

School Finance

TASB calls upon the Texas Legislature to increase the basic allotment; to supplement – not supplant – state funding with local or federal dollars; and to update the school finance system to include enrollment-based funding; adjustments for inflation, student education, teacher compensation, and other costs outside of district control; consideration of regional cost differences; and accurate funding weights. Additionally, we recommend that the Texas Legislature oppose any and all attempts through efforts of policy or legislation to divert public funding toward private or non-public education institutions.

School Facilities

TASB calls upon the Texas Legislature to recognize the disparities in property values and adequately fund and update the state’s current facilities programs or create a statewide funding mechanism to assist school districts with building new facilities that accommodate student enrollment changes, reduce the need for additional debt, and renovate aging facilities with safe and efficient buildings that are conducive to meeting the needs of students in a modern classroom.

Ballot Language Honesty

TASB calls upon the Texas Legislature to allow school district bond and voter-approved tax ratification propositions to include ballot language that accurately informs voters of what the measure seeks to accomplish.

Restoring Local Control

TASB calls upon the Texas Legislature to remove existing statutes and prevent new legislation that grants unelected state officials and executive agency staff discretion over how to implement legislation, thereby providing more clarity regarding state law as well as preserving the governance structure of local school boards.

Parental Partnerships

TASB embraces parents as partners with educators, administrators and school trustees in their children’s education as outlined in Chapter 26 of the Texas Education Code and encourages productive engagement between them without undue involvement from the state.

Charter Schools

TASB calls upon the Texas Legislature to restrict the expansion of charter schools and to reduce the impact charter schools and other educational institutions receiving public funds have on the state budget and local public schools by limiting funding to a rate no higher than that of local districts. The Legislature should increase the transparency and accountability of charter schools and other educational institutions receiving public funds, especially with regard to student enrollment processes/recruitment, student expulsion practices, business operations, and expenditures.

Preventing Community Censorship

TASB supports the statutory duty and right of local school boards to advocate and associate for the educational needs of all students and communities.

TASB Advocacy Agenda Resolutions

Accountability and Assessment

TASB advocates for an accountability system in which districts that have demonstrated sustained academic excellence over a period of time are able to opt out of state mandates.

TASB advocates for an accountability system that does not apply the same sanctions to campuses and districts that receive a D rating over three consecutive years as the sanctions applied to F-rated campuses.

TASB advocates for an accountability system in which the Texas Education Agency informs school districts about accountability standards no later than the beginning of the school year in which the standards are to be applied.

TASB advocates for an accountability system that includes a college, career, and military readiness indicator for middle school.

TASB advocates for a statewide work group to develop a new accountability system that appropriately measures all factors of an effective education and makes use of the options and flexibility offered by the Every Student Succeeds Act.

TASB opposes providing funding or bonuses to school districts under the Foundation School Program on the basis of students' performance on a statewide test.

TASB advocates for district flexibility in online testing to allow for local STAAR placement committees to make determinations based on individual students and district needs.

TASB advocates for allowing students to test in their native language.

TASB advocates for recalibrating statewide accountability to create an equitable and accurate accountability system that accounts for the long-term impact of the pandemic and monitors student progress.

TASB advocates for a grace period of at least one year in the assignment of campus and district ratings following significant changes to STAAR/end of course (EOC) and/or the state accountability system.*

TASB advocates for a more targeted approach to interventions by the Texas education commissioner.*

TASB opposes applying a new college, career, and military readiness (CCMR) raw score conversion table (cut score) to students who have already graduated.*

Charter Schools and Privatization of Public Education

TASB advocates for legislation that would authorize the State Board of Education to exercise veto authority over charter expansions approved by the commissioner of education.

TASB advocates for legislation that excludes charter schools with an enrollment of 5,000 or more from receiving the small- and mid-size school allotment.

TASB advocates for the requirement that any school using the term "public school" in their name or in any description of their organization (1) must be governed by a locally elected board of trustees and (2) before spending any money acquired from the state on capital improvement projects, must gain the support of the residents of the local school district where those improvements are planned through a local ballot initiative.

TASB advocates for a process for considering school capacity when a new charter application or expansion amendment is submitted to prevent oversaturation in a particular geographic area.

TASB advocates for legislation that prevents the use of the Permanent School Fund to back charter school bonds with a low underlying rating.

TASB advocates for legislation that eliminates the exemption for charter schools to exclude students with disciplinary histories, students with disabilities, and special population students.*

TASB advocates for legislation aligning the charter expansion process to the initial authorization process. Likewise, TASB advocates for transparency and notice requirements in charter applications and amendment requests, including specific locations of proposed new campuses, ratings and demographic characteristics of proposed charter schools, sufficient notice and opportunity for analysis and public comment, and a fiscal note including a charter's cost to the state, impact on local districts, and cost of anticipated enrollment growth over 10 years.*

Disaster Recovery

TASB advocates for flexibility in accountability and funding issues related to natural disasters, such as waivers, property tax calculations, and attendance hold-harmless provisions.

TASB advocates for disaster response.

Governance

TASB calls upon the commissioner of education, State Board of Education, and Texas Education Agency to collaborate with public education stakeholders when drafting legislation and rules to enact policy that is in the best interest of students and schools.

TASB opposes legislation that increases ballot language requirements, limits dates upon which elections may be held, or creates additional requirements for voter-approved tax rate elections and bond elections, such as voter turnout thresholds.

TASB advocates for legislation that protects school district fund balances.

TASB advocates for the extension of Chapter 313 of the tax code.

TASB advocates for a statutory rate for electricity for school districts.

TASB advocates for legislation that reviews modifications made to the state maximum compressed tax rate outlined in House Bill 3 (86th Regular Session).

TASB opposes adding measures or initiatives that would designate use of Foundation School Program funding for mandated programs thereby lessening local discretionary funding per pupil.

TASB advocates for legislation requiring a study on the true cost of educating all students and should include the cost of complying with state mandates.

TASB advocates for the school district's ability to provide accurate and timely taxable value information to the Texas Education Agency in setting the maintenance-and-operations (M&O) maximum compressed tax rate for the corresponding tax year.

TASB advocates for districts to maintain local control over all facets of their districts, including virtual education opportunities.

TASB advocates for the protection of the district of innovation law.

TASB advocates for legislation that will allow local districts to oversee the operation of all schools, including those labeled "improvement required."

TASB advocates for legislation that will ensure the authority to make decisions regarding district consolidation will remain with local school districts.

TASB advocates for the state of Texas to grant independent school districts the power to decide if their elections should take place on the November uniform election date or the May uniform election date.

TASB opposes legislation preventing school districts from paying off debt early.*

TASB advocates for opposition to any efforts by the Texas Education Agency to escalate from a monitor or conservator to a state takeover by establishing a board of managers that does not clearly set goals and a path to return local governance back to the community as quickly as possible. TASB urges the Texas Legislature and/or the governor to require the

commissioner of education to add transparency to these state measures; hold the agency accountable to the students, parents, and local community; and add language that returns governance to a locally elected board of trustees, accountable to voters and the community, as quickly as possible.*

TASB advocates for House and Senate rules requiring that committee substitutes, amendments, conference committee reports, and all documents impacting the language of legislation be made available to the public online prior to introduction in a committee hearing, formal meeting, floor session, or any gathering of legislators for the purpose of discussing the contents of any documents.*

TASB advocates for representing children's and parents' interests and prohibiting the censorship of parents speaking out.*

TASB advocates for holistic student development by leveraging state-level infrastructures supported by a collaborative relationship between the Texas Education Agency, the State Board of Education, and Texas school districts.*

Instructional Materials and Curriculum

TASB advocates for increased funding for the Technology and Instructional Materials Allotment.

TASB calls upon the Texas Legislature to require that the State Board of Education streamline the Texas Essential Knowledge and Skills to limit standards for each subject at each grade level to what can be taught prior to state-mandated tests within the given school year.

TASB advocates for districts to focus on teaching objective, fact-based Texas and American history.

TASB advocates for continued prohibition of critical race theory in all K-12 classrooms and curriculum.

TASB advocates that all students have access to age-appropriate curriculum, books, and materials that are representative of their stories and history.

TASB advocates for services and curriculum provided by the State Board of Education and the Texas Education Agency that reflect all students we serve.*

TASB advocates for rolling back the ever-extending power of the Texas Education Agency (TEA) commissioner, and agency-selected vendors, by not penalizing independent school districts for using a district-created or district-curated curriculum by providing less funding than if they used instructional materials from TEA vendors.*

Public School Finance

TASB advocates for sustained funding of the school finance system.

TASB advocates for a cost-of-living index to be added to the school district funding formula based upon residential home valuations within the district.

TASB advocates for a formula-driven mechanism, or index, to be implemented annually, to increase the basic allotment to keep up with the additional inflationary pressures in public schools.

TASB advocates for bridging the gap with extra supplement Student Success Initiative and Elementary and Secondary School Emergency Relief funding.

TASB advocates for reinstating the Cost of Education Index.

TASB advocates for a plan to increase school funding over time to provide an amount by 2030 that equals, at a minimum, the national per-student funding average.

TASB advocates requiring all recapture dollars be spent on education and ending the practice of the state supplanting its investment in education with recapture dollars.

TASB advocates for including non-district-enrolled students (e.g. private, charter, or home-schooled) receiving special education or other district-provided services in a district's average daily attendance calculation as a full-time student for the purposes of calculating a district's Chapter 49 recapture payment.

TASB advocates for legislation that increases funding for facilities through the Existing Debt Allotment, Instructional Facilities Allotment, and New Instructional Facilities Allotment by including a higher percentage of students and ensuring that funding is provided for fast-

growth districts and those that are still paying down debt from fast-growth years in the recent past.

TASB advocates for legislation that would ensure that all federal funding for Texas schools reaches Texas schools as intended, without interference or delay from the state, and prohibit the use of such funds to supplant state funding obligations.

TASB advocates for the utilization of a portion of the state's budget surplus to provide one-time grants to extend the lives of successful school programs created through the use of federal COVID-19 relief funds, which will otherwise expire due to lack of sustained funding.

TASB advocates for tax compression with local discretion over new state funding reaching the local level.*

TASB advocates that the state should hold harmless and not penalize an independent school district for property value variables between local appraisal district and state comptroller value determinations.*

TASB advocates for a statement of impact describing the effect to state funding of public education for any legislation pertaining to property tax relief, including both immediate and long-term (1, 5, 10, and 15 years) impact.*

School Safety

TASB advocates for additional resources for school security and student safety.

TASB advocates for legislation that requires the Texas Department of Public Safety to make available to school districts information regarding Texas firearm storage laws and best practices that may be distributed to all families at the beginning of each school year.

TASB advocates for legislation maintaining that locally elected boards of trustees have discretion over the spending of any additional funding dedicated to school safety and security.

TASB advocates for legislation affording school districts explicit authority to determine appropriate disciplinary action, including tiered response for repeat offenses and substance abuse treatment support, for students found in possession of THC.

TASB advocates for local police departments or school resource officers to have the authority to write a citation for certain activities on campus, in particular vaping tobacco or other substances or the possession of tobacco, e-cigarettes, or any component, part, or accessory for the e-cigarette.

Student Issues

TASB advocates for full funding for statewide, universal, high-quality, full-day prekindergarten programs to include transportation, facilities, and strengthen mixed delivery programs made in partnership with public school districts for pre-K 3 and pre-K 4.

TASB advocates for increasing special education funding.

TASB advocates for the official state definition and tracking of long-term English language learners.

TASB advocates for a study to determine whether the current law providing transportation funding for students living more than two miles from campus should be adjusted.

TASB advocates for legislation requiring universal vision and hearing screening for public school students in high school, as well as the resources to conduct the screenings.

TASB advocates for policies that reduce the use of exclusionary discipline and that keep students in school whenever possible instead of disciplinary placements in alternative programs or juvenile justice facilities.

TASB advocates for the continued funding of public education for all children living in the state regardless of immigration status.

TASB advocates for investments in expanding high-speed broadband internet access across Texas to include free public Wi-Fi options in our communities.

TASB advocates for adequate funding and support of poverty reduction strategies, including policies that aim to meet the basic needs of children and families and provide economic security through a robust safety net including, but not limited to, food assistance, adult education programming, job training, and access to affordable childcare, healthcare, housing, and transportation.

TASB advocates for supplemental funding that will address the impact the 2020 Census undercount will have on school funding, with a particular emphasis on compensatory education and at-risk student populations that may be underrepresented by inaccurate census block data.

TASB advocates for school districts to employ or contract with local mental health authorities to provide mental health services on a campus of a district and that these services are fully funded.*

Teacher and Staff Issues

TASB advocates for meaningful certification requirements that ensure students receiving both bilingual and special education services receive a free, appropriate public education while allowing self-contained units and specialized support settings the flexibility to meet their enrolled students' needs without creating additional staffing burdens.

TASB advocates for the development of higher education incentive programs and state agency grants to recruit and prepare licensed professional counselors, preferably bilingual, to meet the needs of students and staff.

TASB advocates for the revision of House Bill 4545 (87th Regular Session).

TASB advocates for a cost-of-living adjustment for Teacher Retirement System retirees.

TASB advocates for a teacher housing allotment based on a sliding scale of the cost of housing in a district, earmarked as a supplement to teacher compensation.

TASB advocates for the extension of the educator certification waiver created by the exodus of teachers leaving the profession and the teacher shortage.

TASB advocates all retired school personnel be authorized to substitute in a vacant position for up to 90 school days instead of the current 20.

TASB advocates for adequate funding to provide students more robust college and career counseling by reducing the counselor-to-student ratio.

TASB advocates for the Legislature to allow more time for the completion of Reading Academies and the ability for districts to provide the corresponding training.

TASB advocates for Texas to partner with districts to establish a K-12 teacher apprenticeship program registered with the U.S. Department of Labor.

TASB advocates for a school funding weight that is fully funded by the state to increase the basic allotment for the purpose of adjusting full-time, district employee compensation to account for inflation and the rising cost of living.

TASB advocates for legislation requiring that any additional training courses for teachers and district staff include a fiscal note and, likewise, advocates for the establishment of an allotment to compensate teachers and staff for their time.

TASB advocates for the expansion of the COVID-19 Surge Personnel Exception to allow any Teacher Retirement System retiree to return to work full time in any vacant position, funded locally or federally, and for extension of the required termination date to December 31, 2026.

TASB advocates for legislation that requires that local boards of trustees have discretion over the spending of any additional funding dedicated to compensation of district staff.

Advocacy Resolution

Please note:

- TASB member boards may propose a new resolution or amend a resolution adopted by the previous Delegate Assembly. Resolutions must be submitted on this form. Attachments will not be considered, and each resolution must have its own member rationale supporting its adoption.
- Express each proposal as a short, simple sentence stating the position your board wishes TASB to take regarding a matter of interest to your school board.
- Use copies of this form if submitting more than one resolution.
- Express in paragraph form your board's rationale for the proposed resolution in the "statement of reasons" section below.
- The language of the proposal and rationale will be edited for length, style, and clarity. Substantive changes in the language of the proposed resolution or amendment shall be referred to the board for approval by a board representative.

Similar submissions will be combined. Each board will then appear as a cosponsor of the combined proposal.

Proposed resolution: TASB advocates for an accountability system that does not apply the same sanctions to campuses and districts that receive a D rating over three consecutive years as the sanctions applied to F-rated campuses.

Statement of reason: A one-size-fits-all approach to sanctions within the accountability system does not effectively address the diverse needs and challenges faced by campuses and districts. High-poverty, low-performing campuses face significant challenges that make academic progress slower. Addressing these complex issues requires comprehensive, sustained efforts. Moving up a letter grade from an F to a D should be noted as progress with additional time allotted to address the individual needs of the campus.

I hereby certify that the above resolution was approved by our board on **May 29, 2024**.

Board president's signature: _____

Name of school district: Beaumont Independent School District

Contact name and number within the district for TASB staff working on this resolution:

Please email your board's proposed resolution(s) by June 15, 2024, to Athena Frangeskou with TASB Governmental Relations at athena.frangeskou@tasb.org.

Advocacy Resolution

Please note:

- TASB member boards may propose a new resolution or amend a resolution adopted by the previous Delegate Assembly. Resolutions must be submitted on this form. Attachments will not be considered, and each resolution must have its own member rationale supporting its adoption.
- Express each proposal as a short, simple sentence stating the position your board wishes TASB to take regarding a matter of interest to your school board.
- Use copies of this form if submitting more than one resolution.
- Express in paragraph form your board's rationale for the proposed resolution in the "statement of reasons" section below.
- The language of the proposal and rationale will be edited for length, style, and clarity. Substantive changes in the language of the proposed resolution or amendment shall be referred to the board for approval by a board representative.
- Similar submissions will be combined. Each board will then appear as a cosponsor of the combined proposal.

Proposed resolution: TASB advocates for a grace period of at least one year in the assignment of campus and district ratings following significant changes to STAAR/end of the course (EOC) and/or the state accountability system.

Statement of reason: A grace period allows schools and districts to acclimate to the new expectations, adapt instructional practices, and identify any unforeseen challenges or discrepancies that may arise from the changes. It also provides stakeholders with an opportunity to provide feedback, engage in professional development, and collaborate on strategies to support student success within the revised framework.

I hereby certify that the above resolution was approved by our board on **May 29, 2024**.

Board president's signature: _____

Name of school district: Beaumont Independent School District

Contact name and number within the district for TASB staff working on this resolution:

Please email your board's proposed resolution(s) by June 15, 2024, to Athena Frangeskou with TASB Governmental Relations at athena.frangeskou@tasb.org.

Advocacy Resolution

Please note:

- TASB member boards may propose a new resolution or amend a resolution adopted by the previous Delegate Assembly. Resolutions must be submitted on this form. Attachments will not be considered, and each resolution must have its own member rationale supporting its adoption.
- Express each proposal as a short, simple sentence stating the position your board wishes TASB to take regarding a matter of interest to your school board.
- Use copies of this form if submitting more than one resolution.
- Express in paragraph form your board's rationale for the proposed resolution in the "statement of reasons" section below.
- The language of the proposal and rationale will be edited for length, style, and clarity. Substantive changes in the language of the proposed resolution or amendment shall be referred to the board for approval by a board representative.
- Similar submissions will be combined. Each board will then appear as a cosponsor of the combined proposal.

Proposed resolution: TASB advocates for legislation that will allow local districts to oversee the operation of all schools, including those labeled "improvement required."

Statement of reason: Current legislation removes local control from districts with low-performing campuses either via a board of managers or 1882 legislation that allows a charter operator into the district. The charter operators receive additional funding that is not made available to local school districts to support low-performing campuses. Our district has faced this scenario where partnerships have continually failed despite additional funds provided by the state. Legislation should be revised to remove accountability sanctions of school closure or board of managers as the only options for chronically low-performing schools. Instead, additional money made available to charters should be available to school districts to support the campuses that are low-performing.

I hereby certify that the above resolution was approved by our board on **May 29, 2024**.

Board president's signature: _____

Name of school district: Beaumont Independent School District

Contact name and number within the district for TASB staff working on this resolution:

Please email your board's proposed resolution(s) by June 15, 2024, to Athena Frangeskou with TASB Governmental Relations at athena.frangeskou@tasb.org.

Advocacy Resolution

Please note:

- TASB member boards may propose a new resolution or amend a resolution adopted by the previous Delegate Assembly. Resolutions must be submitted on this form. Attachments will not be considered, and each resolution must have its own member rationale supporting its adoption.
- Express each proposal as a short, simple sentence stating the position your board wishes TASB to take regarding a matter of interest to your school board.
- Use copies of this form if submitting more than one resolution.
- Express in paragraph form your board's rationale for the proposed resolution in the "statement of reasons" section below.
- The language of the proposal and rationale will be edited for length, style, and clarity. Substantive changes in the language of the proposed resolution or amendment shall be referred to the board for approval by a board representative.
- Similar submissions will be combined. Each board will then appear as a cosponsor of the combined proposal.

Proposed resolution: TASB advocates for local police departments or school resource officers to have the authority to write a citation for certain activities on campus, in particular vaping tobacco or other substances or the possession of tobacco, e-cigarettes, or any component, part, or accessory for the e-cigarette.

Statement of reason: By allowing law enforcement to address these infractions through citations schools can deter the use of harmful substances among students, mitigate disruptions to academic activities, and promote a culture of accountability and responsibility. Citations add a level of accountability to the parents that is currency missing in our education system.

I hereby certify that the above resolution was approved by our board on **May 29, 2024**.

Board president's signature: _____

Name of school district: Beaumont Independent School District

Contact name and number within the district for TASB staff working on this resolution:

Please email your board's proposed resolution(s) by June 15, 2024, to Athena Frangeskou with TASB Governmental Relations at athena.frangeskou@tasb.org.

Advocacy Resolution

Please note:

- TASB member boards may propose a new resolution or amend a resolution adopted by the previous Delegate Assembly. Resolutions must be submitted on this form. Attachments will not be considered, and each resolution must have its own member rationale supporting its adoption.
- Express each proposal as a short, simple sentence stating the position your board wishes TASB to take regarding a matter of interest to your school board.
- Use copies of this form if submitting more than one resolution.
- Express in paragraph form your board's rationale for the proposed resolution in the "statement of reasons" section below.
- The language of the proposal and rationale will be edited for length, style, and clarity. Substantive changes in the language of the proposed resolution or amendment shall be referred to the board for approval by a board representative.
- Similar submissions will be combined. Each board will then appear as a cosponsor of the combined proposal.

Proposed resolution: TASB advocates for full funding for statewide, universal, high-quality, full-day prekindergarten programs to include transportation, facilities, and strengthen mixed delivery programs made in partnership with public school districts for pre-K 3 and pre-K 4.

Statement of reason: Funding full-day pre-K in Beaumont ISD is crucial for leveling the playing field and providing equitable opportunities for all children to succeed academically and socially. BISD is a high-poverty district and access to high-quality early childhood education can narrow the achievement gap, improve school readiness, and enhance long-term outcomes for children, particularly those from economically disadvantaged backgrounds. By investing in full-day pre-K, BISD can offer comprehensive programming that addresses the developmental needs of young learners, provides support for families, and fosters a strong foundation for future academic success. Ultimately, funding full-day pre-K in high-poverty districts is an investment in the future, and will help our district meet our board outcome goals.

I hereby certify that the above resolution was approved by our board on **May 29, 2024**.

Board president's signature: _____

Name of school district: Beaumont Independent School District

Contact name and number within the district for TASB staff working on this resolution:

Please email your board's proposed resolution(s) by June 15, 2024, to Athena Frangeskou with TASB Governmental Relations at athena.frangeskou@tasb.org.

Advocacy Resolution

Please note:

- TASB member boards may propose a new resolution or amend a resolution adopted by the previous Delegate Assembly. Resolutions must be submitted on this form. Attachments will not be considered, and each resolution must have its own member rationale supporting its adoption.
- Express each proposal as a short, simple sentence stating the position your board wishes TASB to take regarding a matter of interest to your school board.
- Use copies of this form if submitting more than one resolution.
- Express in paragraph form your board's rationale for the proposed resolution in the "statement of reasons" section below.
- The language of the proposal and rationale will be edited for length, style, and clarity. Substantive changes in the language of the proposed resolution or amendment shall be referred to the board for approval by a board representative.
- Similar submissions will be combined. Each board will then appear as a cosponsor of the combined proposal.

Proposed resolution: TASB advocates for increasing special education funding.

Statement of reason: Increasing special education funding in Beaumont ISD is essential to ensure compliance with federal law, meet the diverse needs of our students with disabilities, improve academic and post-school outcomes, reduce disparities, and avoid costly litigation. Adequate funding enables our schools to provide individualized support, hire qualified staff, and invest in resources and technology that facilitate access to the curriculum and promote independence. By prioritizing special education funding, districts can create a more inclusive and equitable education system that benefits all students and reduces barriers to learning, ultimately fostering a stronger and more inclusive society.

I hereby certify that the above resolution was approved by our board on **May 29, 2024**.

Board president's signature: _____

Name of school district: Beaumont Independent School District

Contact name and number within the district for TASB staff working on this resolution:

Please email your board's proposed resolution(s) by June 15, 2024, to Athena Frangeskou with TASB Governmental Relations at athena.frangeskou@tasb.org.

Advocacy Resolution

Please note:

- TASB member boards may propose a new resolution or amend a resolution adopted by the previous Delegate Assembly. Resolutions must be submitted on this form. Attachments will not be considered, and each resolution must have its own member rationale supporting its adoption.
- Express each proposal as a short, simple sentence stating the position your board wishes TASB to take regarding a matter of interest to your school board.
- Use copies of this form if submitting more than one resolution.
- Express in paragraph form your board's rationale for the proposed resolution in the "statement of reasons" section below.
- The language of the proposal and rationale will be edited for length, style, and clarity. Substantive changes in the language of the proposed resolution or amendment shall be referred to the board for approval by a board representative.
- Similar submissions will be combined. Each board will then appear as a cosponsor of the combined proposal.

Proposed resolution: TASB advocates for school districts to employ or contract with local mental health authorities to provide mental health services on a campus of a district and that these services are fully funded.

Statement of reason: The mental health needs of students continue to increase with limited resources available to fully fund and meet the needs of students. Federal funding has expired, therefore our district will have to remove and/ or limit resources that are supporting students' mental health needs.

I hereby certify that the above resolution was approved by our board on **May 29, 2024**.

Board president's signature: _____

Name of school district: Beaumont Independent School District

Contact name and number within the district for TASB staff working on this resolution:

Please email your board's proposed resolution(s) by June 15, 2024, to Athena Frangeskou with TASB Governmental Relations at athena.frangeskou@tasb.org.

Advocacy Resolution

Please note:

- TASB member boards may propose a new resolution or amend a resolution adopted by the previous Delegate Assembly. Resolutions must be submitted on this form. Attachments will not be considered, and each resolution must have its own member rationale supporting its adoption.
- Express each proposal as a short, simple sentence stating the position your board wishes TASB to take regarding a matter of interest to your school board.
- Use copies of this form if submitting more than one resolution.
- Express in paragraph form your board's rationale for the proposed resolution in the "statement of reasons" section below.
- The language of the proposal and rationale will be edited for length, style, and clarity. Substantive changes in the language of the proposed resolution or amendment shall be referred to the board for approval by a board representative.
- Similar submissions will be combined. Each board will then appear as a cosponsor of the combined proposal.

Proposed resolution: TASB advocates for a school funding weight that is fully funded by the state to increase the basic allotment for the purpose of adjusting full-time, district employee compensation to account for inflation and the rising cost of living.

Statement of reason: Due to the state's current funding formula, districts like BISD which are not fast-growing, do not have opportunities to increase revenue other than through increased attendance. Increasing attendance significantly has been a major challenge since the pandemic. As a result, BISD does not receive new money to continue to remain competitive with salaries and meet the rising cost of inflation.

I hereby certify that the above resolution was approved by our board on **May 29, 2024**.

Board president's signature: _____

Name of school district: Beaumont Independent School District

Contact name and number within the district for TASB staff working on this resolution:

Please email your board's proposed resolution(s) by June 15, 2024, to Athena Frangeskou with TASB Governmental Relations at athena.frangeskou@tasb.org.

Advocacy Resolution

Please note:

- TASB member boards may propose a new resolution or amend a resolution adopted by the previous Delegate Assembly. Resolutions must be submitted on this form. Attachments will not be considered, and each resolution must have its own member rationale supporting its adoption.
- Express each proposal as a short, simple sentence stating the position your board wishes TASB to take regarding a matter of interest to your school board.
- Use copies of this form if submitting more than one resolution.
- Express in paragraph form your board's rationale for the proposed resolution in the "statement of reasons" section below.
- The language of the proposal and rationale will be edited for length, style, and clarity. Substantive changes in the language of the proposed resolution or amendment shall be referred to the board for approval by a board representative.
- Similar submissions will be combined. Each board will then appear as a cosponsor of the combined proposal.

Proposed resolution: TASB advocates requiring all recapture dollars be spent on education and ending the practice of the state supplanting its investment in education with recapture dollars.

Statement of reason: Beaumont ISD is a chapter 49 district and as a result will soon be required to pay recapture to the state. BISD would lose a significant portion of our locally generated revenue which limits the district's ability to fund its own programs, staff, and facilities, and contributes to the district's inability to enhance educational offerings. BISD is a high-poverty district with over 82% of students educationally disadvantaged. The funding withheld by the state through recapture is necessary to provide additional resources needed to meet the needs of students. BISD faces many challenges such as the inability to recruit and retain a high-quality staff and aging facilities that recapture dollars would benefit.

I hereby certify that the above resolution was approved by our board on **May 29, 2024**.

Board president's signature: _____

Name of school district: Beaumont Independent School District

Contact name and number within the district for TASB staff working on this resolution:

Please email your board's proposed resolution(s) by June 15, 2024, to Athena Frangeskou with TASB Governmental Relations at athena.frangeskou@tasb.org.

B. Approve Termination of Participation in the Texas Schools Health Benefits Program

C. Approve the Interlocal Agreement with TASB Benefits Cooperative



Board Exhibit Cover Sheet

Meeting Date: May 29, 2024

Agenda Item/Exhibit Number: **III.C.**

Agenda Item Title: Approve Interlocal Agreement with TASB Benefits Cooperative

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Tracy Reinholt

Executive Summary: TASB Benefits Cooperative is an intergovernmental program that makes it easy and affordable to provide school district's employees with high quality benefits. By joining this interlocal, BISD will have access to consulting services to assist with procuring the strongest possible medical benefits to offer to current employees and will also be key in recruiting and retaining employees.

Recommendation: Approve Interlocal Agreement with TASB Benefits Cooperative

Budget Impact* (if applicable):

Funding Source (if applicable):

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

5/24/2024
Date

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

Date

General Counsel's Signature

Date

BOARD RESOLUTION
of
Beaumont Independent School District

(Name of District)

TASB Benefits Cooperative

WHEREAS, the above-named Independent School District (“District”) intends to sponsor or make available employee benefits for its employees; and

WHEREAS, District desires to join the TASB Benefits Cooperative, administered by First Public, LLC, a subsidiary of the Texas Association of School Boards, Inc.; and

WHEREAS, District has reviewed the Interlocal Participation Agreement (“Agreement”) of the Benefits Cooperative and seeks to adopt such Agreement in order to become a member of, and participate in, the Benefits Cooperative; and

WHEREAS, the Board of Trustees of the above-named District has determined that it is in the best interest of the District to join the Benefits Cooperative in order to achieve efficiencies in the discharge of its personnel functions;

NOW, THEREFORE, BE IT RESOLVED:

1. That the Board of Trustees hereby adopts the above-referenced Agreement as presented, thereby becoming a member of the Benefits Cooperative; and

2. That the Board authorizes the Superintendent, or the Superintendent’s designee, to take any and all necessary and appropriate action to execute and carry out the foregoing, including entering into agreements with providers or vendors that are authorized through the Benefits Cooperative.

PASSED AND ADOPTED at a meeting of the Board as of the following date:

_____.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

TASB BENEFITS COOPERATIVE

INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement ("Agreement") is entered into by and between the TASB Benefits Cooperative ("Benefits Cooperative" or "Cooperative"), formerly the TASB Supplemental Employee Benefits Cooperative, and the undersigned local government ("you" or "your"). The Benefits Cooperative is an administrative agency of local governments ("Members") that cooperate in discharging administrative and governmental functions primarily related to employee benefits. The parties agree that it is a public purpose for public employers to provide benefits to their employees in order to attract and retain a competent workforce.

TERMS AND CONDITIONS

In consideration of the mutual covenants, conditions, and obligations contained in this Agreement, the parties agree as follows.

1. **Authority.** You hereby adopt the TASB Supplemental Employee Benefits Amended and Restated Agreement ("Underlying Agreement"), which became effective on October 1, 2012, establishing the Benefits Cooperative as an administrative agency under the Texas Interlocal Cooperation Act, and you agree to become an additional party to the Underlying Agreement, thus becoming a Member of the Cooperative. The Underlying Agreement is incorporated into this Agreement by reference and is available from the Cooperative upon request. Although the Texas Interlocal Cooperation Act provides the overarching basis for the Benefits Cooperative, the Cooperative and its programs and service offerings may operate pursuant to other statutes and laws, such as Section 271.101, *et seq.*, of the Texas Local Government Code, which authorizes the formation of a local purchasing cooperative organization.
2. **Program Participation.** This Agreement enables you to participate in any or all of the programs and service offerings that the Benefits Cooperative makes available to its Members from time to time.
 - (a) The Benefits Cooperative, through its designated administrator and other service providers, will make employee benefits available to the Members of the Cooperative, such as life, accidental death and dismemberment, disability, health, accident, and other personal lines of coverage. Benefits are intended for the employees of Members, including their dependents. Administrative services related to such benefits, such as Section 125 cafeteria plan administration, also may be offered. The Benefits Cooperative will use the collective bargaining power of its Members to obtain these benefits and services from qualified agents, brokers, consultants, carriers, third-party administrators, and other service providers.
 - (b) You recognize and agree that this Agreement alone does not extend employee benefits or services to your entity. Rather, this Agreement gives you access to the Benefits Cooperative's designated service providers for the various benefits and services made available through the Cooperative.
3. **Term.** The initial term of this Agreement shall commence as of the date that this Agreement has been executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of the Agreement.

4. **Termination.** This Agreement may be terminated as follows:
 - (a) **By the Member.** You may terminate this Agreement by giving the Benefits Cooperative 30 days' prior written notice of termination. However, any termination by you shall not void or impair any existing contractual obligation, including payment requirements, under this Agreement relating to past performance, or any separate contract between you and a Benefits Cooperative service provider. A separate contract generally will not mean an "agreement to agree" or a non-recourse option to renew but generally means an existing letter of commitment, insurance policy, or other contractual obligation entered into under the authority of this Agreement or the Cooperative that has not been fully performed or terminated as permitted by that separate contract.
 - (b) **By the Benefits Cooperative.** The Benefits Cooperative may terminate this Agreement by giving you 30 days' prior written notice of termination. However, any termination by the Cooperative shall not void or impair any existing contractual obligation, including payment requirements, under this Agreement relating to past performance, or any separate contract between you and a Benefits Cooperative service provider as described in 4(a) above.
5. **Governance.** The Benefits Cooperative is governed by a Board of Trustees in accordance with its bylaws and written agreements. You agree to abide by the bylaws of the Benefits Cooperative, as they may be amended from time to time. The bylaws shall be construed in harmony with this Agreement and, in the event of any inconsistency, the provisions of this Agreement shall control. The bylaws are available upon request and any amendment shall not impair any existing contractual obligation between you and any Benefits Cooperative service provider.
6. **Administration.** The Benefits Cooperative may enter into contracts with other persons or entities, including nonprofit entities, for the administration, sponsorship or endorsement of services and programs offered by and through the Cooperative. In particular, the Benefits Cooperative has contracted with First Public, LLC as its administrator under the authority of Section 791.013 of the Texas Interlocal Cooperation Act. First Public, LLC is a wholly owned subsidiary of the Texas Association of School Boards, Inc. ("TASB") and operates on a nonprofit basis, providing services to school districts and other political subdivisions in order to lessen the burdens of government.
7. **Authorization to Participate.** You represent that your governing body has duly authorized your entity's participation in the Benefits Cooperative and that you will comply with state and local laws and policies pertaining to the procurement of employee benefits and related services through your membership in the Benefits Cooperative.
8. **Fiscal Responsibility.**
 - (a) You are not responsible for the payment of any sum of money to the Benefits Cooperative, First Public, or any other service provider solely by reason of your execution of this Agreement. A payment obligation will only arise under the terms of a separate contractual agreement or transaction.
 - (b) You hereby acknowledge and represent that all payments, fees, and disbursements required for products or services obtained through this Agreement shall be made from your available current revenues.

9. **Coordinator.** You appoint your entity's chief executive officer (e.g., superintendent, city manager, etc.), or such person's designee (as evidenced in writing), to serve as coordinator for the programs and services in which your entity participates. The coordinator shall have authority to represent and bind your entity, and the Benefits Cooperative is not required to contact any other individual. You reserve the right to change the coordinator as desired by giving written notice to the Benefits Cooperative.
10. **Cooperation and Access.** You agree that you will cooperate and comply with any reasonable requests for information or records made by the Benefits Cooperative. You authorize the Cooperative to review any of your transactional records with the Cooperative or its service providers unless access is prohibited by law.
11. **Representation.** The Benefits Cooperative may initiate, defend against, or participate in any judicial, administrative, or other legal proceeding, including arbitration, mediation, or other form of alternative dispute resolution, concerning the Benefits Cooperative as an entity. Nothing in this Agreement creates a legal duty of the Benefits Cooperative to provide a defense or prosecute a claim; rather, the Benefits Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. Furthermore, nothing herein shall limit your right or preclude you from pursuing, either independently or in conjunction with the Benefits Cooperative, a claim against any service provider of employee benefits or related services.
12. **Disclaimer.** To the fullest extent authorized by law, it is agreed that the Benefits Cooperative (i) is not a guarantor of a third party service provider's performance, claims determinations, or solvency; (ii) bears no risk for the employee benefits obtained through this Agreement; and (iii) is not liable for any actions or failure on the part of any insurance carrier, agent, broker, or other insurance provider.
13. **Liability.** The parties agree as follows:
 - (a) Neither party waives any immunity from liability afforded under law.
 - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages.
 - (c) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees that are equitable and just.
14. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent not prohibited by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas. This provision does not govern or control the governing law or venue requirements applicable to your contractual arrangements with any provider of products or services obtained through the Benefits Cooperative.
15. **Entire Agreement.** Upon taking effect as provided for herein, this Agreement, together with the Underlying Agreement and Benefits Cooperative bylaws, represents the complete understanding between you and the Cooperative. The terms of this Agreement shall control and take precedence over all prior agreements; provided, however, that the terms of a prior agreement between you and the Benefits Cooperative will govern your participation in any existing contract for employee benefits.

16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Amendment by Notice.** The Benefits Cooperative may amend this Agreement by providing you with written notice of the amendment at least 60 days before the date the amendment becomes effective. An amendment will apply prospectively and you will have the right to terminate this Agreement, in accordance with the terms and conditions hereof, before the effective date of the amendment. Any amendment by the Cooperative shall not impair any existing contract between you and a Benefits Cooperative service provider.
18. **Notice.** Unless otherwise provided in this Agreement, any notice required or provided under this Agreement by either party to the other will be in writing and sent by any means typically used in commerce, including: (i) first class mail, postage prepaid; (ii) overnight carrier service; or (iii) email, fax, or other electronic delivery.

Notice to the Benefits Cooperative shall be sufficient if made or addressed as follows:

By Mail or Delivery: First Public, LLC
 Attention: TASB Benefits Cooperative
 12007 Research Blvd.
 Austin, TX 78759

By Fax: 512-452-7842

By Email: employee.benefits@firstpublic.com

Notice to your entity shall be sufficient if addressed to your designated coordinator or your entity's chief executive officer at the address (including email address) of record on file with the Cooperative.

19. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original, and this Agreement may be executed in several separate counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

[Signatures on next page.]

WHEREFORE, the undersigned local government agrees to be bound by this Agreement.

Entity Name: Beaumont Independent School District

By: _____
Authorized Signature

Date: _____

Dr. Shannon Allen

Printed Name

Superintendent

Title

Accepted by the Administrator of the TASB Benefits Cooperative:

FIRST PUBLIC, LLC

By: _____
Authorized Signature

Date: _____

Printed Name

Title

- D. Approve Resolution Terminating Paying Agent/Registrar Agreement and Approving Substitute Paying Agent/Registrar Agreement



Board Exhibit Cover Sheet

Meeting Date: May 29, 2024

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

Agenda Item Title: Approve Resolution Terminating Paying Agent/Registrar Agreement and Approving Substitute Paying Agent/Registrar Agreement

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: The Bank of New York Mellon Trust Company, N.A. has served as the Paying Agent/Registrar for District's Unlimited Tax Qualified School Building Bonds, Taxable Series 2010B (Build America Bonds - Direct Pay to Issuer). BNY is no longer able to serve as calculation agent for our IRS filings. BOKF has confirmed that they can provide the service but only if they serve as paying agent also.

Recommendation: Approve Resolutions Terminating Paying Agent/Registrar Agreement with The Bank of New York Mellon Trust Company, N.S. and Approving Substitute Agreement with BOKF, NS for Paying Agent/Registrar Agreement

Budget Impact* (if applicable): N/A

Funding Source (if applicable):

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

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

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



Cabinet Level Presenter's Signature



Date

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

Date

General Counsel's Signature
Updated August 2019

Date

SIGNED AND SEALED this 29th day of May, 2024.

President, Board of Trustees

(SEAL)

RESOLUTION TERMINATING PAYING AGENT/REGISTRAR AGREEMENT FOR BEAUMONT INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, TAXABLE SERIES 2010B (BUILD AMERICA BONDS – DIRECT PAYMENT TO ISSUER); APPOINTING SUCCESSOR PAYING AGENT/REGISTRAR; AND APPROVING THE EXECUTION OF SUBSTITUTE PAYING AGENT/REGISTRAR AGREEMENT WITH BOKF, NA

THE STATE OF TEXAS §
DISTRICT OF JEFFERSON §

WHEREAS, the Beaumont Independent School District (the “District”) currently has an agreement with The Bank of New York Mellon Trust Company, N.A (“BNY Mellon”) pursuant to which BNY Mellon provides paying agent/registrar services (the “BNY Mellon Paying Agent/Registrar Agreement”) for the District’s Unlimited Tax Qualified School Building Bonds, Taxable Series 2010B (Build America Bonds - Direct Pay to Issuer) (the “Bonds”);

WHEREAS, the District has determined it is in the best interest of the District to terminate the BNY Mellon Paying Agent/Registrar Agreement and enter into a substitute agreement with BOKF, NA (“BOKF”) for paying agent/registrar services for the Bonds;

WHEREAS, pursuant to the termination provisions of the BNY Mellon Paying Agent/Registrar Agreement, the District or BNY Mellon may terminate the agreement upon 60 days written notice, and the District has provided or will provide 60 days written notice and will comply with all provisions for termination pursuant to the BNY Mellon Paying Agent/Registrar Agreement;

WHEREAS, the District has determined it is in its best interests to appoint BOKF and BOKF has agreed to serve as the successor paying agent/registrar for the Bonds, and BOKF has accepted the duties of paying agent/registrar for the Bonds under the BNY Mellon Paying Agent/Registrar Agreement; and

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

SECTION 1. The District hereby terminates the BNY Mellon Paying Agent/Registrar Agreement for the Bonds pursuant to the terms of such agreement. Pursuant to the termination provisions of the BNY Mellon Paying Agent/Registrar Agreement, the District ratifies and authorizes 60 days written notice of termination and compliance with all other termination provisions of the BNY Mellon Paying Agent/Registrar Agreement.

SECTION 2. The District hereby appoints BOKF, NA as the successor paying agent/registrar for the Bonds and approves the execution of the Paying Agent/Registrar Agreement regarding the Bonds in substantially the form attached as Annex A.

SECTION 3. The Board President, Superintendent, and Chief Financial Officer, and other officers and agents of the District are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

SECTION 4. This resolution shall take effect immediately upon its passage.

SECTION 5. All resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

[Signature Page Follows]

PASSED AND APPROVED this 29th day of May, 2024.

President, Board of Trustees
Beaumont Independent School District

ATTEST:

Secretary, Board of Trustees
Beaumont Independent School District

(SEAL)

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT (this “Agreement”) is entered into as of May 29, 2024, by and between Beaumont Independent School District (the “Issuer”) and BOKF, NA (the “Bank”).

RECITALS OF THE ISSUER

The Issuer has duly authorized and provided for the issuance of its bonds, entitled “Beaumont Independent School District Unlimited Tax Qualified School Building Bonds, Taxable Series 2010B (Build America Bonds - Direct Pay to Issuer)” (the “Bonds”) in an aggregate principal amount of \$50,405,000 issued as fully registered bonds;

All things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, were done upon the issuance and delivery thereof;

In connection with the initial issuance and delivery of the Note, the Issuer entered into a Paying Agent/Registrar Agreement with The Bank of New York Mellon Trust Company, N.A. pursuant to which The Bank of New York Mellon Trust Company, N.A. serves as Paying Agent and Registrar for the Bonds;

The Bank of New York Mellon Trust Company, N.A. has been terminated as Paying Agent and Registrar for the Bonds, effective May 29, 2024.

The Issuer desires that the Bank serve as Paying Agent and Registrar for the Bonds commencing May 29, 2024 (the “Effective Date”) and the Issuer has appointed the Bank to serve as successor Paying Agent and Registrar for the Bonds;

The Issuer and the Bank wish to provide the terms under which the Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds;

The Issuer and the Bank have duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the parties, in accordance with its terms, have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners of the Bonds in accordance with the terms and provisions of this Agreement and the Bond Order, the principal of, redemption premium (if any), and interest, on all or any of the Bonds.

The Issuer hereby appoints the Bank as Registrar with respect to the Bonds.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Registrar.

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent and Registrar, the Issuer hereby agrees to pay the Bank the fees set forth in the Bank's fee schedule attached as Annex A hereto. The Bank reserves the right to amend the fee schedule at any time, provided the Bank shall have furnished the Issuer with a written copy of such amended fee schedule at least 75 days prior to the date that the new fees are to become effective.

ARTICLE TWO
DEFINITIONS

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means BOKF, NA, a national bank duly organized and existing under the laws of the United States of America.

"Bond" or "Bonds" means any one or all of the "\$16,480,000 Beaumont Independent School District Unlimited Tax Qualified School Construction Bonds, Taxable Series 2010 (Direct Pay to Issuer)."

"Bond Order" means the order of the Issuer approved May 18, 2010, pursuant to which the Bonds are issued.

"Financial Advisor" means U.S. Capital Advisors LLC and its successors.

"Issuer" means the Beaumont Independent School District.

"Paying Agent" means the Bank when it is performing the function of paying agent.

"Person" means any individual, corporation, partnership, joint venture, associations, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"Registrar" means the Bank when it is performing the function of registrar.

All other capitalized terms shall have the meanings assigned in the Bond Order.

ARTICLE THREE
DUTIES OF THE BANK

Section 3.01. Initial Delivery of Bonds.

The Bonds will be initially registered and delivered to the purchaser designated by the Issuer as set forth in the Bond Order. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, exchange the Bonds initially delivered for Bonds of authorized denominations, registered in accordance with the instructions in such request and the Bond Order.

Section 3.02. Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of, redemption premium, if any, and interest, on each Bond in accordance with the provisions of the Bond Order.

Section 3.03. Duties of Bank.

The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the Issuer's financial advisor, bond counsel or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the financial advisor or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 3.04. Duties of Registrar.

The Bank shall provide for the proper registration of the Bonds and the exchange, replacement and registration of transfer of the Bonds, in accordance with the provisions of the Bond Order. The Bank will maintain the books of registration in accordance with the Bank's general practices and procedures in effect from time to time.

Section 3.05. Unauthenticated Bonds.

The Issuer shall provide an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank covenants that it will maintain such unauthenticated Bonds in safekeeping and will use reasonable care in maintaining such Bonds in safekeeping, which shall be not less than the care it maintains for debt securities of other government entities or corporations for which it serves as registrar, or which it maintains for its own bonds.

Section 3.06. Reports.

The Bank will provide the Issuer reports upon request, which reports will describe in reasonable detail all transactions pertaining to the Bonds and the books of registration. The Issuer may also inspect and make copies of the information in the books of registration at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the content of the books of registration to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena, court order or as otherwise required by law. Upon receipt of a subpoena, court order or other lawful request, the Bank will notify the Issuer immediately so that the Issuer may contest the subpoena, court order or other request.

Section 3.07. Cancelled Bonds.

All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank shall be destroyed and evidence of such destruction furnished to the Issuer.

Section 3.08. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable to the Issuer for actions taken under this Agreement so long as it acts in good faith and exercises due diligence, reasonableness and care, as prescribed by law, with regard to its duties hereunder.

(c) This Agreement is not intended to require the Bank to expend its own funds for performance of any of its duties hereunder.

(d) The Bank may rely and shall be protected by the Issuer against any claim by the Issuer or any other Person in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Bond, but is protected in acting upon receipt of a Bond containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the holder or an agent of the holder. The Bank shall not be bound to make any investigation into the acts or matters stated in a resolution, certificate, statement, instrument,

opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by Issuer.

(e) The Bank may consult with legal counsel, and the written advice of such counsel or any opinion shall be full and complete authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon; provided that any such written advice or opinion is supplied to the Issuer by the Bank.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys.

Section 3.09. Money Held by Bank.

The Bank shall hold the Debt Service Fund for the Bonds and receive annual transfers from the District into such fund, all in accordance with the Provisions of the Order. Money held by the Bank hereunder shall be held in trust for the benefit of the Registered Owners of the Bonds.

The Bank shall be under no obligation to pay interest on any money received by it hereunder.

All money deposited with the Bank hereunder shall be secured in the manner and to the fullest extent required by law for the security of funds of the Issuer.

The Bank shall deposit all moneys received from the Issuer into a trust account to be held in a fiduciary capacity for the payment of the Bonds, with such moneys in the account that exceed the deposit insurance available by the Federal Deposit Insurance Corporation to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for trust accounts until the principal and interest on such Bonds have been presented for payment and paid to the Registered Owners.

Any money deposited with the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed by the Registered Owner after the expiration of three years from the date such funds have become due and payable shall be reported and disposed of by the Bank in accordance with the provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended. The Bank shall have no liability to the Registered Owners of the Bonds by virtue of actions taken in compliance with the foregoing provision.

Section 3.10. Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability or expense incurred by the Bank without negligence or bad faith on the Bank's part, arising out of or in connection with its acceptance or administration of the Bank's duties hereunder, including the cost and expense (including the Bank's counsel fees) of defending against any claim or liability in connection with the exercise or performance of any of the Bank's powers or duties under this Agreement.

Section 3.11. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand or controversy over its person as well as funds on deposits, in any Federal or State Court located in the State and County where the administrative offices of the Issuer is located, and agree that service of process by registered mail, return receipt requested, to the address referred to in Section 4.04 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 3.12. Cost of Issuance Fund.

At the written request of the Issuer, proceeds from the sale of the Bonds may be deposited to the credit of the Cost of Issuance Fund. Such moneys as are deposited shall be held by the Paying Agent and shall be invested at the written direction of the Issuer in a mutual fund which invests in United States Treasury Obligations. The Paying Agent shall not be liable or responsible for any loss resulting from any such investment. Withdrawals from the Cost of Issuance Fund shall be made by the Paying Agent upon written direction of an authorized officer of the Issuer. All funds remaining thirty days after the initial deposit shall be applied as provided in the Bond Order.

Section 3.13. Merger, Conversion, Consolidation or Succession.

Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto. In case any Bond shall have been registered, but not delivered, by the Bank then in office, any successor by merger, conversion, or consolidation to such authenticating Bank may adopt such registration and deliver the Bond so registered with the same effect as if such successor Bank had itself registered such Bond.

ARTICLE FOUR
MISCELLANEOUS PROVISIONS

Section 4.01. May Own Bonds.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Registrar for the Bonds.

Section 4.02. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereof.

Section 4.03. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 4.04. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown herein, or such other address as may have been given by one party to the other by 15 days written notice.

Section 4.05. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 4.06. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 4.07. Severability.

If any provision of this Agreement shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

Section 4.08. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 4.09. Bond Order Governs Conflicts.

This Agreement and the Bond Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Registrar and if any conflict exists between this Agreement and the Bond Order, the Bond Order shall govern.

Section 4.10. Term and Termination.

This Agreement shall be effective from and after its date and may be terminated for any reason by the Issuer or the Bank at any time upon 30 days written notice; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder. In the event of early termination regardless of circumstances, the Bank shall deliver to the Issuer or its designee all funds, Bonds and all books and records pertaining to the Bank's role as Paying Agent and Registrar with respect to the Bonds, including, but not limited to, the books of registration. An early termination of the Bank as Paying Agent/Registrar shall not become effective at such a time or in such a manner which would disrupt, delay or otherwise adversely affect the timely payment of the principal installments of and interest on the Bonds.

If a successor Paying Agent/Registrar is not named by the Issuer prior to the effective date of such resignation or removal, the Bank may petition a court of competent jurisdiction for the appointment of a successor Paying Agent/Registrar.

The provisions of Section 3.06(b) shall survive the resignation or removal of the Bank or the termination of this Agreement.

Notwithstanding anything contained herein, the representations and covenants contained in Sections 4.13 and 4.14 of this Agreement shall survive termination of the Agreement until the statute of limitations has run.

Section 4.11. Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Texas.

Section 4.12. U.S. Federal Income Tax Reporting and Withholding.

The Bank shall timely obtain and retain all documents it is required to obtain and retain in connection with the requirements of the Internal Revenue Code of 1986, as amended, and the performance of its duties hereunder, including, without limitation, the obtaining and retaining, to the extent applicable, Forms W-8, W-9, furnished to the Holders. The Bank agrees that it will comply with withholding and information reporting requirements imposed on the Issuer and the Paying Agent in connection with payments on the Bonds, including withholding and backup withholding requirements of the Internal Revenue Code of 1986, as amended, and the issuance of Form 1042-S and 1099 requirements.

The Bank agrees to furnish the Issuer within a timely manner following written request therefore, a statement or statements showing amounts withheld, the dates of remittance to the Internal Revenue Service, the reasons for withholding and such other information or documents as the Issuer may reasonably request concerning such withholding.

The Bank shall also, within a timely manner following receipt of a written request from the Issuer, furnish the Issuer with originals or copies (as specified by the Issuer in such written request) of all Internal Revenue Service forms or other documents, including, but not limited to Forms W-8, W-9, 1099, and 1042S in the possession of the Bank which relate to the Bonds.

Section 4.13. Iran, Sudan and Foreign Terrorist Organizations.

The Bank represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, neither the Bank, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Bank is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

Section 4.14. Contract Value.

For purposes of Section 2271.002, Texas Government Code, Section 2276.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), and Section 2271.002, Texas Government Code (as added by House Bill 89, 85th Texas Legislature, Regular Session), the Bank represents that this Agreement has a value of less than \$100,000.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BEAUMONT INDEPENDENT SCHOOL
DISTRICT

By _____
President, Board of Trustees

Address: 3395 Harrison
Beaumont, TX 77706

ATTEST:

Secretary, Board of Trustees

BOKF, NA

By _____

Title: Agent

Address:

EXHIBIT A

FEE SCHEDULE

Acceptance Fee

For review and coordination of documents and setup of accounts in preparation for closing.

WAIVED

Annual Administration Fee

For ordinary administration services by Paying Agent /Registrar – includes daily routine account management and processing in accordance with the agreement. Float credit received by the bank for receiving funds that remain uninvested are deemed part of the Paying Agent's compensation. Fee is invoiced semi-annually with debt service.

\$400.00 per transaction

Annual Calculation Agent Fee (Per Series – If Applicable):

\$500.00

Call/Redemption of Bonds

Cost includes distribution to holders of record, redemption processing and notification through DTC. All publication expenses including Bond Buyer, Regional and Financial Periodicals for the call notice will be billed to the Issuer at cost.

\$300.00

Charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be determined by appraisal in the amounts commensurate with the service provided. Counsel fees, if ever retained because of a default, or other extraordinary occurrences on behalf of the bondholders or Bank of Texas, will be billed at cost.

Services not included in this Fee Schedule, but deemed necessary or desirable by you, may be subject to additional charges. Our proposal is subject in all aspects to review and acceptance of the final financing documents which sets forth our duties and responsibilities.

