

**Official Agenda and Meeting Notice
of the Board of the
Beaumont Independent School District
in the Office**

Thursday, May 16, 2019

Regular Meeting

4:00 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.

4:00 PM - (CALL TO ORDER)

- I. **INTRODUCTION**
 - A. CALL TO ORDER
 - B. ROLL CALL
 - C. 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, 551.082, 551.0821, 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 of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act
 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
 1. Consider Recommendation of Board Designated Hearing Officer in Level 3 Parent Complaint: S.D.
 2. Consider Recommendation for Designation of Hearing Officer in Level 3 Employee Grievance: Lisa Roccaforte
 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
 - D. OPEN SESSION TO TAKE ACTION, IF ANY, ON ITEMS DISCUSSED IN CLOSED SESSION
- II. **6:00 p.m. – BOARD ROOM (REGULAR OPEN BOARD MEETING)**
 - A. **INTRODUCTION OF REGULAR MEETING**
 1. United States and Texas Flags Pledges of Allegiance
 2. Recognitions
 3. Execution of Officer's Statement and Oath of Office for Members of the Board of Trustees
 - B. **STUDENT OUTCOMES**
 1. Superintendent's Report
 2. Cabinet Report
 - a. Police Department Update - Chief Joseph Malbrough
 3. School Report
 - a. Beaumont United High School - Mr. Ron Jackson

Beaumont ISD Police Department

Established April 2007



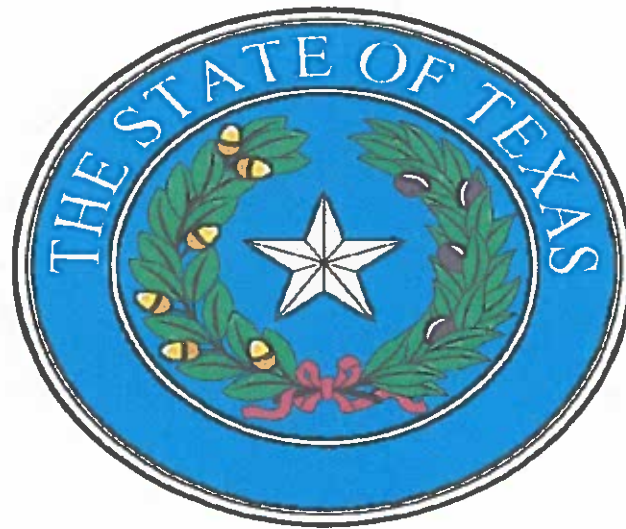
Mission Statement

The mission of the Beaumont ISD Police Department is to provide a safe and secure environment for students, staff, and visitors.



BISD Officers are State Commissioned

- ▶ All BISD Officers are licensed Peace Officers by the State of Texas, and are authorized to enforce all local, state and federal laws and may arrest individuals found in violation of those laws.



Police Department Organization Breakdown

Department Personnel	Total Assigned
Sworn Peace Officers	22
Licensed Dispatchers	2
Secretary /Disp.	1
Clerk / Disp.	1
Public Safety Officers	27
Crossing Guards	36



BEAUMONT INDEPENDENT SCHOOL DISTRICT

Police Department Staff

Chief of Police

Joseph Malbrough

Lieutenant

Eric Payne Sr.

Sergeants

Eugene Wilson

Pamela Haynes

Richard Guzman

Dispatcher

Kelly Schuldt (Supv.)

Misty Jensen

Secretary/Dispatcher

Twinetta Celestine

Department Clerk

Veronica Hawkins

Officers

Reginald Boseman

Hayden Caleb

Kendrick Hartfield (Corporal)

Darryl Hunt (Investigator)

Terrell Jenkins

Dwayne Johnson

Michael Johnson

Latavia Joseph

Ken Keys

Tharin Keys

Chris Lofton

Mark Mann

Tawun Mitchell

Tamara Spikes

D'Ray Wilridge

Veronica Woodle

Brenda Young

BISD Public Safety Officers

- ▶ There are 27 PSO's throughout the District, 15 F/T and 12 P/T.




BISD Crossing Guards

- ▶ Our District has 36 Crossing Guards citywide at over 26 locations providing quality community service with a smile.



Patrol Hours of Operation

- ▶ **BISD police patrol hours of operation begin at 6:15 a.m. to 6:00 p.m. Monday thru Fridays**
 - ▶ **Police Officers are staggered on their arrival times to ensure we have adequate coverage for after school activities.**
 - ▶ **On-Call Supervisor in place from 6:00 p.m. to 6:00 a.m. and also thru the weekend**
 - ▶ **Dispatch calls are rolled over to BPD, after 6:00 p.m. and thru the weekend, who take the initial call and then refer to BISD O.C. officer .**
- 

Beaumont Independent School District

POLICE DEPARTMENT

Zones I, II & III

Patrolling Zones



Beaumont ISD Police

Beaumont, Texas 77705

Telephone: 617-7001 Emergency Number: 617-7000

Fax: 617-7013

Jmalbr1@bmtisd.com

Police Chief: Joseph S. Malbrough

Police Department

Patrolling Zones *(cont'd)*

Zone I		
Patrol Sergeant		
	School	Staffing
	Smith	1 - Officer
	King	1 - Officer
	Pathways	2 - Officers
	Homer	PSO / District Officer Patrols
	Paul Brown	PSO / District Officer Patrols
	Charlton-Pollard	PSO / District Officer Patrols
	Jones-Clark	PSO / District Officer Patrols
	Lucas Pre-K	PSO / District Officer Patrols
	Martin	PSO / District Officer Patrols
	Taylor Career Center	District Officer Patrols

Police Department

Patrolling Zone *(cont'd)*

Zone II		
Patrol Sergeant		
	School	Staffing
	West Brook	4 - Officers
	Marshall	1 - Officer
	Vincent	1 - Officer
	Amelia	PSO / District Officer Patrols
	Caldwood	PSO / District Officer Patrols
	Regina Howell	PSO / District Officer Patrols
	Sallie Curtis	PSO / District Officer Patrols
	Guess	PSO / District Officer Patrols
	Agriculture Center	District Officer Patrols

Police Department

Patrolling Zone *(cont'd)*

Zone III		
Patrol Sergeant		
	School	Staffing
	Beaumont United	4 - Officers
	Odom	1 - Officer
	South Park	1 - Officer
	Bingman Pre-K	PSO / District Officer Patrols
	Blanchette	PSO / District Officer Patrols
	Dishman	PSO / District Officer Patrols
	Fehl-Price	PSO / District Officer Patrols
	Fletcher	PSO / District Officer Patrols
	Pietzsch-MacArthur	PSO / District Officer Patrols
	Memorial Stadium Support Center	District Officer Patrols

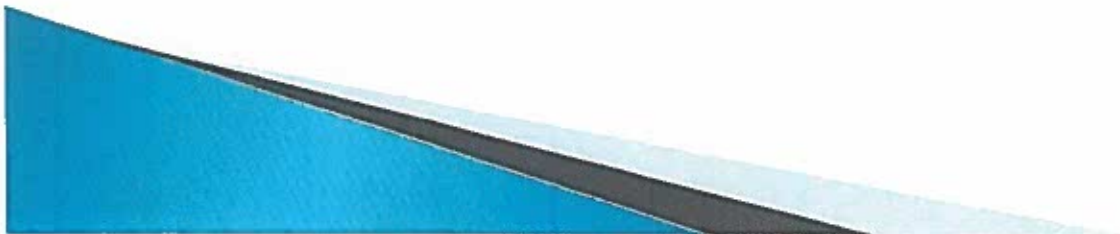
District Patrol Services

- ▶ Our District Officers respond to and proactively patrol the District to ensure its public safety. Our Officers have conducted over 9,300 calls for service, to date; which include response to emergency matters,(security, medical, safety) and proactive responses such as perimeter checks, traffic control, jumping vehicles, tire changes, courtesy rides home for students, courier service and much more.



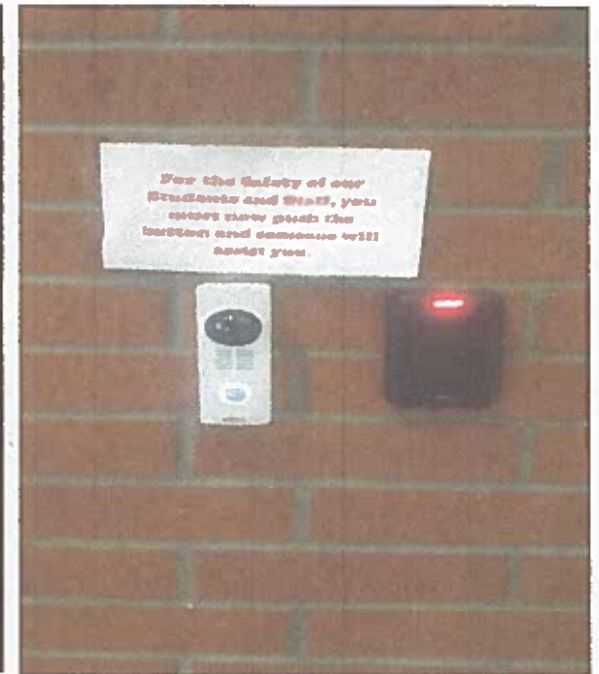
BISD Safety and Security Enhancements

- ▶ The District has implemented a host of safety and security measures for campuses and facilities. Such as:
 - Vestibules for all Elementary Campuses
 - Increased number of Police Officers and PSO's on campus
 - Walk thru Metal detector and hand wands for (Sporting Events, Dances, etc.)
 - Implemented Crime Stoppers Program, September of 2018, for both High Schools



BISD Safety and Security Enhancements (cont'd)

- ▶ Vestibules Implemented on Elementary Campuses



BISD Safety and Security Enhancements (cont'd)

- ▶ Garrett Walk Through Metal Detectors and Hand wands



BISD Safety and Security Enhancements (cont'd)

- ▶ District wide training for all Administrators, Teachers and Staff in C.R.A.S.E. (Civilian Response to Active Shooter Events)
- ▶ All BISD Police Officers have been trained in ALERRT response with **Beaumont PD SWAT** , for active shooter events
- ▶ Implemented new locking mechanism for all District classrooms
- ▶ With more security enhancements to come.



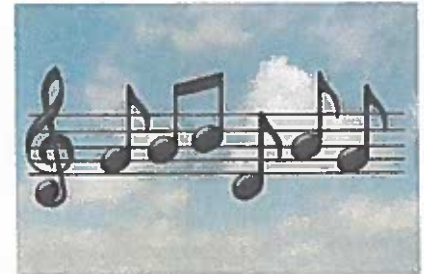
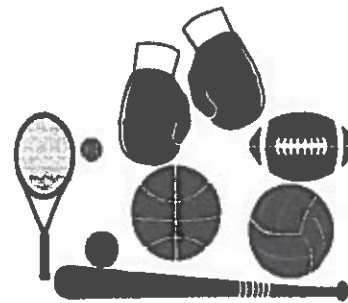
Police Partnership

- ▶ The BISD police department is committed to working in partnership with the schools, the community and local law enforcement to provide a safe and secure environment for students, staff and the community.



BISD Police Partnership for School Functions

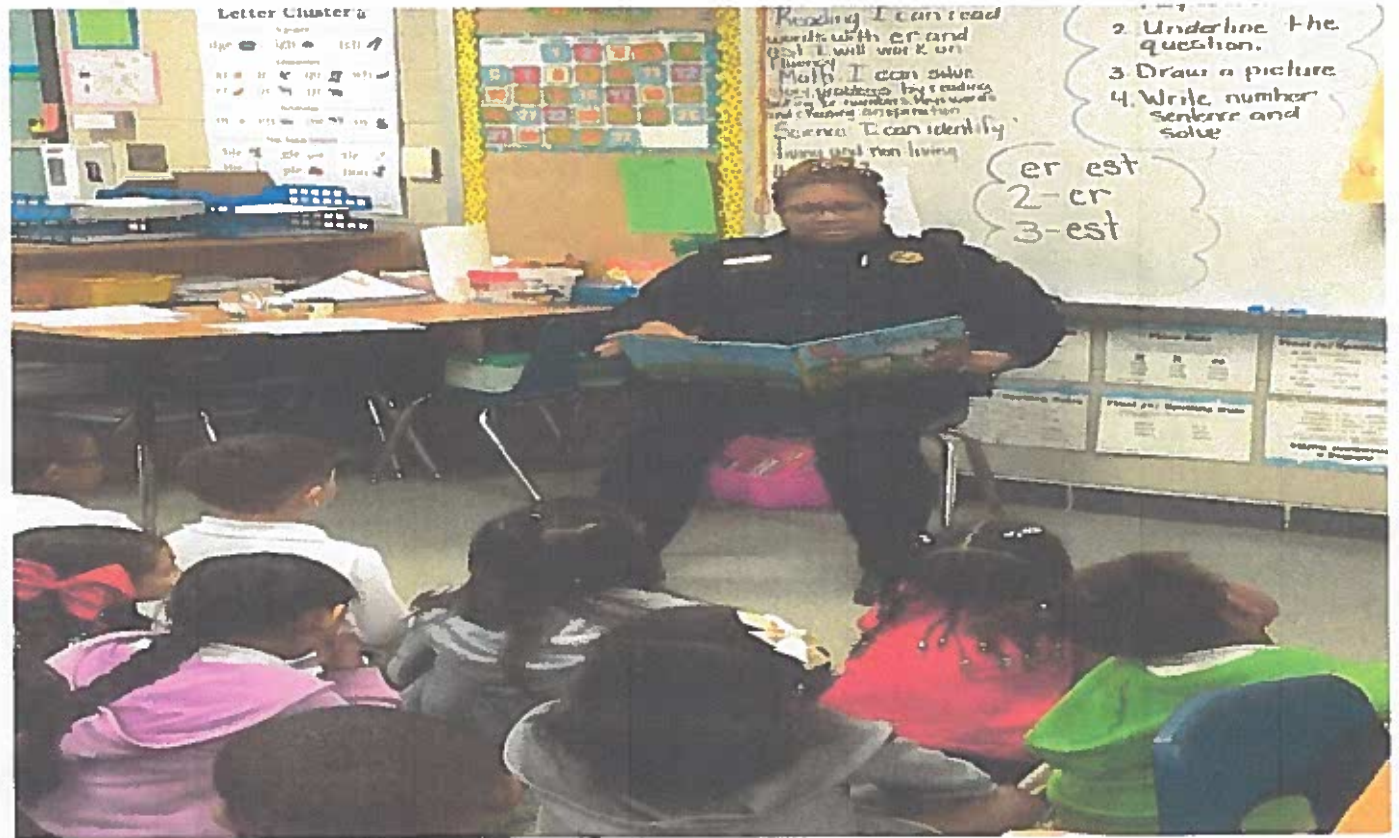
- ▶ Our BISD Police Officers provide security services for a variety of school functions and participate with activities throughout the year.
- ▶ All Sporting Events
- ▶ Dances
- ▶ Graduations
- ▶ Musicals
- ▶ Proms
- ▶ Board Meetings



BISD Police Partnership at Work

(cont'd)

- ▶ BISD police officer participating in Literacy Week.



BISD Police Partnership at Work

(cont'd)

- ▶ BISD Police Chief, greeted students at Caldwood Elementary during National School Breakfast Week.



BISD Police Partnership at Work

(cont'd)

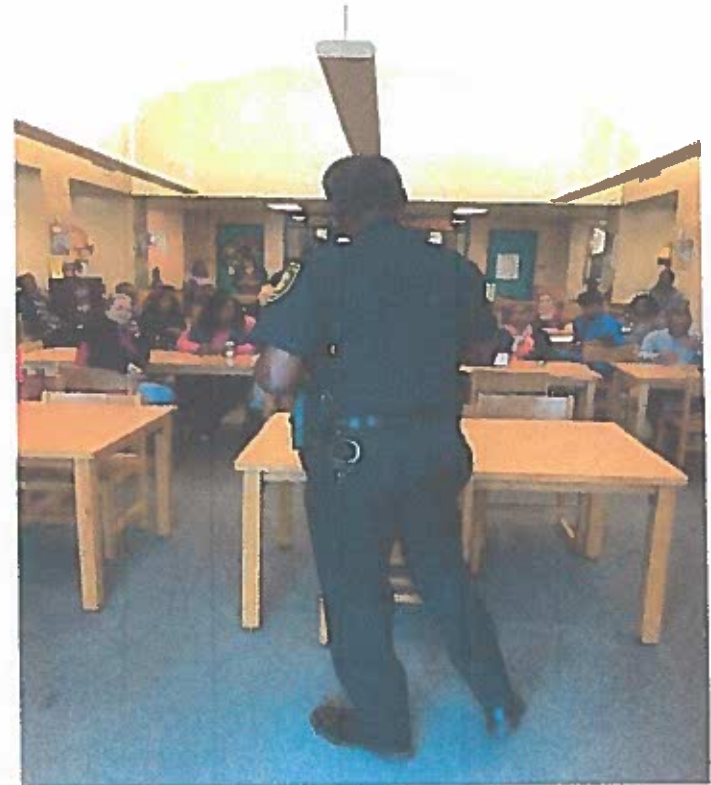
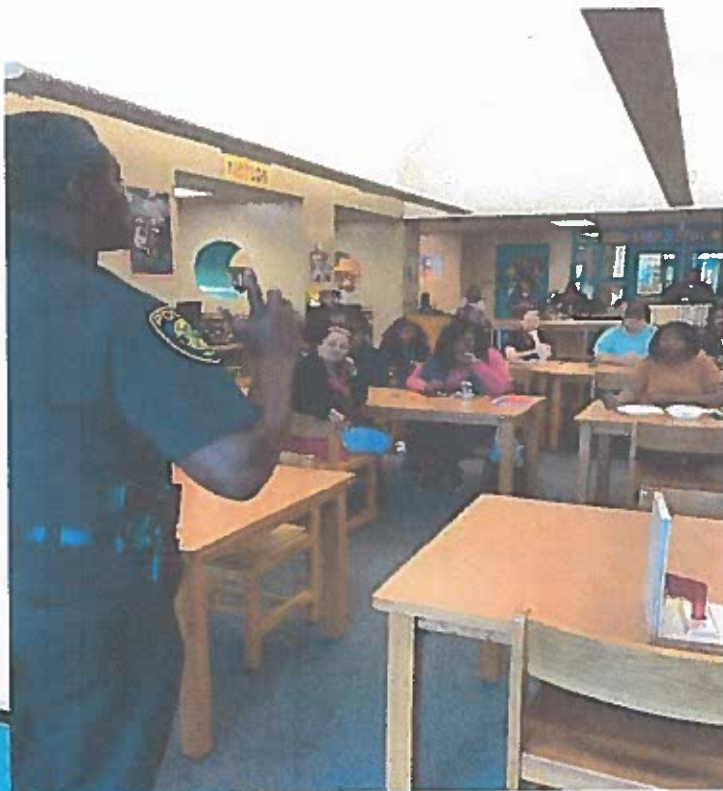
- ▶ BISD-PD, Port Arthur PD, and Beaumont PD, participated in the Amelia Elementary Annual Cops and Kids Basketball Game.



BISD Police Partnership at Work

(cont'd)

- ▶ Chief Malbrough conducts Civilian Response to Active Shooter Events (CRASE) Training with Staff of MLK Middle School.



BISD Police Partnership at work

(cont'd)

- ▶ BISD Police Officers provided Active Shooter Training for all district teachers and staff.



BISD Police Partnership at Work

(cont'd)

- ▶ BISD police officers recorded over 512 man hours assisting with rescue, search and recovery efforts during hurricane Harvey.



Questions?



BEAUMONT UNITED
HIGH SCHOOL





Beaumont United High School Mission

The mission of Beaumont United High School is to provide a safe, positive learning environment with rigorous and diverse opportunities to motivate, encourage, and inspire all students to function at their maximum potential in a dynamic global society.



Leadership Team

Ron Jackson, *Principal*

Ray Lavan, *Associate Principal Curriculum & Instruction*

Rolander Fontenot, *Associate Principal Operations*

Dr. Lori Rochelle, *12th Grade Assistant Principal, Magnet Coordinator*

Sharon Hendrix, *11th Grade Assistant Principal*

Tony Baltutis, *10th Grade Assistant Principal*

Sharri Diggles, *Lead 9th Grade Assistant Principal*

Reginald Green, *9th Grade Assistant Principal*

Paula Anderson, *Curriculum Coordinator*

Eva LeBlanc, *College, Military, and Career Readiness Coordinator*

Phillip Allen, *Behavior Intervention Specialist*

Chantel Douglas, *Director of Student Activities*

Lina Cajiao, *Parent Facilitator*



Counselors

Deborah Barideaux-Rowe, *Lead Counselor*

Autumn Jarmon, *Senior Counselor*

Tanisha Domeaux, *Junior Counselor*

Carolyn Clack, *Sophomore Counselor*

Tamara Bronson, *Freshman Counselor*

Damara Gilder, *Testing Coordinator*



Campus Demographics

	9 th grade	10 th grade	11 th grade	12 th grade	School Enrollment	%
TOTAL	628	541	435	478	2082	
MALE	333	279	203	238	1053	50.58%
FEMALE	295	262	232	240	1029	49.42%
BLACK	439	349	299	325	1412	67.82%
HISPANIC	164	168	123	143	598	28.76%
OTHER	25	24	13	10	72	3.42%
LEP/BIL/ESL	117	99	47	60	323	15.51%
504	91	81	43	64	279	13.4%
SpEd	61	38	50	47	196	9.41%



STAAR Data – Spring 2019 Achievement Growth Goals

	English I	English II	Algebra I	Biology	U.S. History
2019	↑ 10%	↑ 9%	↑ 8%	↑ 7%	↑ 5%





Academic Programs Used for Student Success

- **Common PLCs**
- **Study Island**
- **After-School Tutorials**
- **Reading Intervention Class**
- **Grade-Level Class Meetings**



The Wolves Den (9th Grade)



As a newly established High School, our focus here in the 9th grade Academy has been one of laying the foundation for success. In an effort to lay the foundation, we host frequent class meetings with the grade-level Assistant Principals, Ms. Diggles and Mr. Green and the campus Principal, Mr. Ron Jackson. We also strategically include speakers that the students can relate to and receive a message from.

The core of our foundation focus includes stressing the importance of campus policy, procedures and rules/consequences, Self-respect

Campus involvement in student clubs, organizations and sports as well as making life defining moments and life choices.



College Career & Military Readiness

Campus Initiatives for 2018-2019

Soft Skill of the Week: *Soft Skills = Professional Skills = Essential Skills*

Professional Dress: Man Up Monday, Classy Woman Wednesday

CCMR Fridays during fifth period.

- CCMR Tips of the Week
- Navigate: Exploring College and Careers

- Financial Aid Information Night
- FAFSA Workshop for Parents
- CCMR Grade Level Presentations
- Post-Secondary Campus Tours
- Post-Secondary Field Trips
- Career Exploration Field Trips
- BUHS Career Expo
- HARN College Fair
- College Application Days
- Workforce Training
- Guest Presenters
- Military Week at BUHS Monthly



Magnet Programs

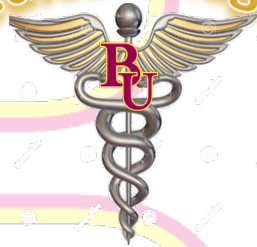
UNITED
DANCE DEPARTMENT



&
ILLUSION DANCE CO.



Medical Magnet



Dance
Gymnastics
**Engineering &
Robotics**
Medical
Media Productions

TWN  **TIMBERWOLF
NETWORK**

Magnet Programs

Magnet Program	Coordinator
Dance	Ms. Jocelyn Parker
Gymnastics	Coach John Gerzik
Medical	Mrs. Lovette Martin-Davis
Media Productions	Mr. Galen Douglas
Engineering & Robotics	Mrs. Marinette Parkerson



Magnet Programs

Criteria for entrance to all Magnet Programs

Complete Magnet Program application (required for zoned and non-zoned students)

Academic Requirements: Passing all classes

Discipline Requirements: no more than Three (3) ISS assignments, no suspensions, no Pathways assignments

Additional criteria for entrance to Media Production Magnet Program

Interview

English teacher recommendation

Writing Sample

Additional criteria for entrance to Dance Magnet Program

Principles of Dance I - IV

Audition Required - May 18

Dance Performance Ensemble I - IV (Illusion Dance Company)

Audition Required - May 18

Additional criteria for entrance to Gymnastics Magnet Program

Boys & Girls Team Athletics ONLY

Tryout Required {tryouts during class}





Magnet Programs

11 seniors received Nurse Aid
Certifications from LIT in December.

12 Juniors completed hospital clinicals
and are preparing for phlebotomy
certification





Magnet Programs

2 gymnasts qualified for the regional meet.





Magnet Programs



“STEM inspires my students to interact and engage in problem solving, critical thinking while investigating innovative technology that's leading our tomorrow. Creativity without boundaries creates a world of inspiring innovative opportunities. Reminding them that they are only limited by their imagination, so be as creative as their wildest dreams; I challenge them to color outside the lines.”

Dr. Marinette Landry Parkerson STEM Instructor

Magnet Programs



MIDDLE SCHOOL RECRUITMENT

Student Involvement

Beaumont United Student Council

National Honor Society

International Thespian Society

National Beta Club

Key Club

Rotary Interact Club

Art Club

Video Game Club

Sewing Club

Wolf Pack

Soul of the South Marching Band

Golden Girls Drill Team

Cheerleaders

Dance Company

Timberwolf Network

BU Hispanic Alliance

Jobs for America's Graduates (J.A.G).

NJROTC



STUDENT ORGANIZATIONS! WHERE YOU CAN

BE YOU!

Student Involvement (StuCo)

The Beaumont United Student Council consists of campus leaders from all grade-levels. The Mission of the BU StuCo is to lead the pack in focus areas including, Community Service, Drugs, Alcohol, Safety & Health (DASH), Energy & Environment preservation, and Pride & Patriotism. The BUHS StuCo attended the Texas Association of Student Councils State Conference in Arlington, TX where they participated in great leadership workshops and engaged with over 300 other Student Councils.



BU StuCo was selected to present a “Table-Talks” session at the state conference showcasing one of their campus projects, “Emotional Awareness Week.” Only 80 councils out of 365 were selected to present!



Student Involvement (J.A.G.)

The Beaumont United JAG Career Association is a student run organization that provides JAG students the opportunity to develop their leadership and interpersonal relationship skills. The Career Association is the laboratory for applying the 37 JAG Core Competencies. . **Areas of focus include: Career Development, Social Awareness, Civic Awareness, and Community Service.**



JAG Beaumont participated in the National Student Leadership Academy Conference held in Washington D.C. Five JAG officers from BU had the opportunity to compete in several contests with over 700 JAG students from all over the nation.

With hard work and dedication, seniors competed in project-based learning activities. Emily Alvarez won 2nd place and is the first JAG Beaumont student in history to place top three in the national event.



Student Involvement (Band)

On our first Pre-UIL Concert & Sight-Reading Contest, the Beaumont United High School Soul of the South Band earned superior ratings! The contest was held at Texas Southern University!



Student Development



Self-Respect & Self-Worth Initiatives



Motivational Speakers



GRADE-LEVEL INCENTIVES



Student Achievements

B
BURBANK LAW FIRM
505 West Lucas, Beaumont, Texas 77706
(409)895-0200 Fax (409)895-0080
burbank_hamm@yahoo.com

Thomas J. Burbank, P.C.

September 10, 2018

Ron Jackson, Principal
Beaumont United School
3443 Fannett Road
Beaumont, Texas 77705

RE: Volleyball game with Kelly High School

Dear Mr. Jackson:

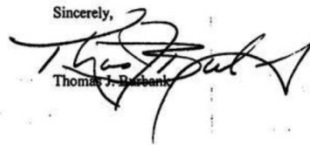
I wanted to write a short note to you in reference to my visit the other day to your facility.

My daughter was there from Kelly High School to participate in the Volleyball tournament. When I arrived, I proceeded to go to the gym. During this time, I was greeted by a number of students with the ROTC program at your school.

I wanted to tell you these individuals represented your school with dignity, respect and courtesy. As you can tell from my letterhead, I am an attorney and my practice involves the criminal justice system.

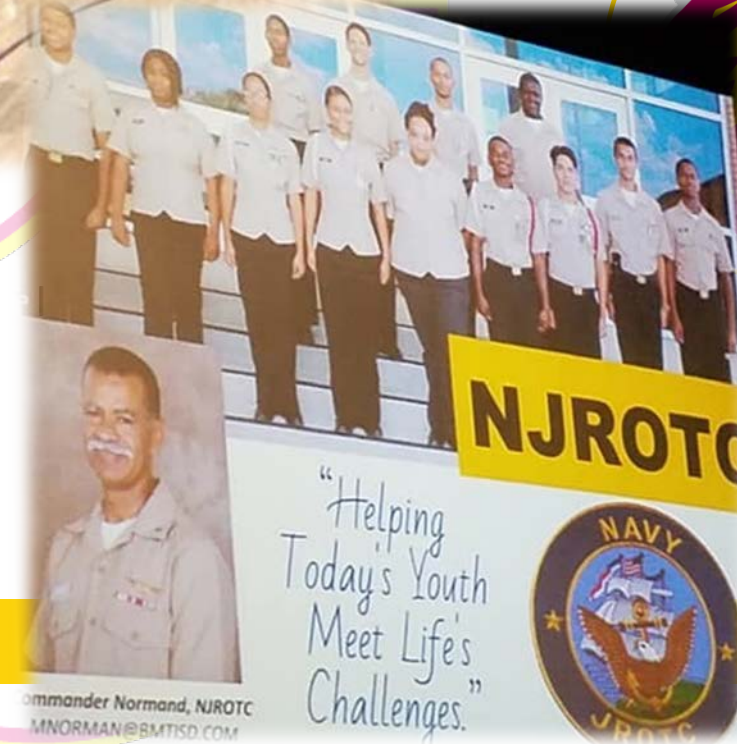
The students I came in contact with impressed me to levels that are hard to express in words, but need to be recognized. Your ROTC program is to be commended for producing this level of students.

Sincerely,



Thomas J. Burbank

TJB/trt



Student Achievements



SHE-WOLVES
DISTRICT 21-6A AII CHAMPS



TIMBERWOLVES
DISTRICT 21-6A AII CHAMPS



Staff Achievements & Appreciation



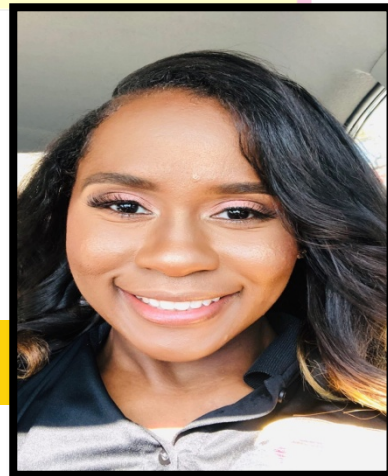
Tammy Walker Brown
DISTRICT 21-6A All Coach of the year



Olivia Douglas
First Beaumont United
Teacher of the Year



David Green
DISTRICT 21-6A All Coach of the year



Keisha Kirkwood
Reaud Recipient



Rolander Fontenot
BISD Employee
of the month



Business & Community Partnerships



BUHS CHOIR WITH BUSINESS PARTNER HEB



**Family Visit from the
Principal**



**BISD ALUMNI
GIVE-BACK**



Creating a NEW Legacy



Creating a **NEW** Legacy



BEAUMONT UNITED
HIGH SCHOOL



Creating a NEW Legacy



*Creating a **NEW** Legacy*



**BEAUMONT UNITED HIGH SCHOOL
THE FIRST & FABULOUS CLASS OF 2019**

BEAUMONT UNITED
HIGH SCHOOL





Board Exhibit Cover Sheet

Meeting Date: May 16, 2019

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

Agenda Item Title: Report – Tax Collections

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: N/A

Recommendation: N/A

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

5/6/2019
Date

General Counsel's Signature

Date

Tax Collection Report
April 30, 2019

	Taxes Collected			
	4/30/19		4/30/18	
	M & O	I & S	M & O	I & S
Current	606,309.64	148,108.57	573,982.91	140,212.17
Delinquent	73,625.77	18,478.80	83,434.13	21,298.80
Penalties & Interest	90,564.78	22,127.61	91,113.05	21,856.73
Totals	770,500.19	188,714.98	748,530.09	183,367.70

	Current Taxes			Collected Percentage
	Tax Levy	Collections for 04/30/2019	YTD Current Collections	
	134,835,611.65	754,418.21	130,281,737.50	96.62%

Two Year Comparison	
Current Year as of 04/30/2019	Prior Year as of 04/30/2018
96.62%	96.69%

AGENDA:
May 16, 2019



Board Exhibit Cover Sheet

Meeting Date: May 16, 2019

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

Agenda Item Title: Report – General Fund Summary

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: N/A

Recommendation: N/A

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

5/6/2019
Date

General Counsel's Signature

Date

BEAUMONT INDEPENDENT SCHOOL DISTRICT
GENERAL FUND
 Budget vs. Expenditures
 April 30, 2019

	Amended Budget	Report Month Activity	Year to Date Transactions	Outstanding Encumbrances	Balances
REVENUES					
Property Tax Collection (including delinquencies)	105,968,196	770,500	104,735,781	-	1,232,415
Sources of Misc Income (Foreign Trade Zone, Athletics...)	15,578,748	362,273	16,064,736	-	(485,988)
State Program Revenues	36,550,161	1,104,608	24,847,559	-	11,702,602
Federal Program Revenues	3,274,332	47,979	3,212,976	-	61,356
Other Financing Sources	2,625,000	-	70,694	-	2,554,306
Total Revenues	163,996,437	2,285,360	148,931,746	-	12,510,386
EXPENDITURES					
00 Transfers Out	6,492	-	-	-	6,492
11 Classroom	84,479,397	7,833,786	68,380,967	665,518	15,432,912
12 Library	1,498,238	123,078	1,099,430	51,310	347,498
13 Staff Development	650,738	21,402	371,582	36,929	242,227
21 Asst Sups, Directors, Supervisors, Curriculum Coordinato	3,472,150	295,197	2,710,793	69,477	691,880
23 Principal, Asst. Principals, Office Clerical	9,268,651	825,201	7,741,956	49,368	1,477,327
31 Counselors	5,344,362	440,972	4,272,214	11,089	1,061,059
32 Social Workers	224,535	22,268	192,603	81	31,851
33 Nurses	2,015,883	187,659	1,648,432	17,954	349,497
34 Transportation	6,350,459	567,260	5,230,225	499,271	620,963
36 After School Activites	6,056,116	391,947	4,682,039	307,011	1,067,066
41 Administration	8,245,663	582,265	5,179,596	150,810	2,915,257
51 Maintenance and Utilites	24,144,184	1,382,172	15,887,465	2,011,551	6,245,168
52 Police and Monitoring Services	3,037,039	219,641	2,210,690	168,349	658,000
53 Data Processing Personnel	2,411,994	129,421	1,705,742	187,963	518,289
61 Parent involment Liaisons, Day Car Workers	163,593	8,899	73,460	1,637	88,496
71 Debt Service	1,114,965	-	1,114,964	-	1
81 Facilities Acquisition & Construction	6,146,683	41,551	2,905,775	1,060,495	2,180,413
93 Fiscal Agent - Shared Service for Deaf Program	339,300	-	263,168	-	76,132
95 Juvenile Justice Alternative Ed Program	150,000	-	150,000	-	-
99 Tax Appraisal & Collections	1,500,000	-	805,833	-	694,167
Total Expenditures	166,620,442	13,072,719	126,626,934	5,288,813	34,704,695
Net increase (decrease)	(2,624,005)		22,304,812		



Board Exhibit Cover Sheet

Meeting Date: May 16, 2019

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

Agenda Item Title: Report – Campus Activity Funds

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: N/A

Recommendation: N/A

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

5/6/2019
Date

General Counsel's Signature

Date

**CAMPUS ACTIVITY FUND
EXPLANATION OF AMENDMENTS
APRIL 2019**

Beaumont United High School – Amendment Amount -\$22,359.00

Explanation: Car Registrations, Yearbooks, Student Council Program Ads, Football Ads, Textbooks, Donations

West Brook High School – Amendment Amount -77,039.00

Explanation: Football Ads, Commissions/Vending Machines, Car Registrations, Student IDs, Student Council Program Ads, Yearbook, Donation

Early College High School – Amendment Amount -\$2,843.00

Explanation: Temporary ID Fees, Commissions/Vending Machines, Cell Phone Fines

Pathways Learning Center – Amendment Amount -\$228.00

Explanation: Cell Phone Fines, Student IDs

King Middle School – Amendment Amount -\$4,160.00

Explanation: School Dance, Cell Phone Fines, Commissions/Vending Machines, Donation

Marshall Middle School – Amendment Amount -\$40,157.00

Explanation: Gym Suits, Locks, LED Signs, Yearbook, Candy Sale Fundraiser, Donation

Odom Academy – Amendment Amount -\$6,730.00

Explanation: Student IDs, Cell Phone Fines, Book Fair, Donation

Smith Middle School – Amendment Amount-\$7,976.00

Explanation: Student IDs, Cell Phone Fines, Library Fines, Student IDs

South Park Middle School – Amendment Amount -\$1,958.00

Explanation: Donations, Lost Library Books

Vincent Middle School – Amendment Amount-\$10,809.00

Explanation: Student IDs, Gym Suits, Cell Phone Fines, Library Lost Books

Amelia Elementary School _ Amendment Amount -\$11,915.00

Explanation: Basketball Game, Donations

Bingman Pre-K Center –Amendment Amount -\$0.00

Explanation:

Blanchette Elementary School – Amendment Amount -\$5,392.00

Explanation: Lost Library Books, Basketball Game, Basketball Game

Brown Center – Amendment Amount \$515.00

Explanation: Donation

Caldwood Elementary School – Amendment Amount -\$8,206.00

Explanation: Lost Library Books, Basketball Game, Donation

Charlton Pollard Elementary – Amendment Amount -\$5,978.00

Explanation: Lost Library Books, Basketball Game, Book Fair

Curtis Elementary School – Amendment Amount -\$18,334.00

Explanation: Lost Library Books, Basketball Game, Book Fair

Dishman Elementary School – Amendment Amount -\$7,971.00

Explanation: Commissions/Vending Machines, Basketball Game, Donations, Book Fair

Fehl Price Elementary School – Amendment Amount -\$7,774.00

Explanation: Lost Library Books, Basketball Game

Fletcher Elementary School – Amendment Amount -\$11,506.00

Explanation: Candy Sale fundraiser, Basketball Game, Donation

Guess Elementary School – Amendment Amount -\$1,803.00

Explanation: Basketball Game, Donation

Homer Drive Elementary School – Amendment Amount-\$9,706.00

Explanation: School Pictures, Basketball Game, Donations

Jones Clark Elementary School – Amendment Amount -\$792.00

Explanation: Basketball Game, Book Fines, Donation

Lucas Pre-k – Amendment Amount -\$7,705.00

Explanation: Donation, Graduation

**CAMPUS ACTIVITY FUND
EXPLANATION OF AMENDMENTS, Continued
APRIL 2019**

Martin Elementary School – Amendment Amount -\$1,515.00

Explanation: Basketball Game

Pietzsch Elementary School – Amendment Amount -\$5,739.00

Explanation: Lost Library Books, Basketball Game

Regina Howell Elementary School – Amendment Amount -\$10,444.00

Explanation: Lost Library Books, Commissions/Vending Machines, Book Fair, Donation

Taylor Career Center – Amendment Amount -\$3,783.00

Explanation: Deposit, Commissions/Vending Machine, Donations

Administration Bldg. – Amendment Amount -\$384.00

Explanation: Commissions/Vending Machines

Police Department – Amendment Amount \$0.00

Explanation:

Maintenance Department – Amendment Amount -\$0.00

Explanation:

Transportation Department – Amendment Amount -\$729.00

Explanation: Commissions/Vending Machines

Other Locations – Amendment Amount \$0

Explanation:

**CAMPUS ACTIVITY FUNDS
2018-2019 BUDGET CHANGE REPORT**

Apr-19

		<u>Original Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Revenues</u>				
Local Revenue - Other Sources	461.00.5749.00	541,478	294,450	835,928
<u>Expenditures</u>				
	<u>School Leadership</u>			
West Brook High School	461.XX.6499.00.008.00.000	187,703	77,039	264,742
Beaumont United High School	461.XX.6499.00.014.00.000	31,558	22,359	53,917
Smith Middle School	461.XX.6499.00.042.00.000	3,994	7,976	11,970
King Middle School	461.XX.6499.00.043.00.000	9,422	4,160	13,582
South Park Middle School	461.XX.6499.00.045.00.000	6,401	1,958	8,359
Marshall Middle School	461.XX.6499.00.046.00.000	55,211	40,157	95,368
Odom Academy	461.XX.6499.00.047.00.000	79,637	6,730	86,367
Vincent Middle School	461.XX.6499.00.048.00.000	20,830	10,809	31,639
Amelia Elementary	461.XX.6499.00.101.00.000	3,522	11,915	15,437
Caldwood Elementary	461.XX.6499.00.104.00.000	14,380	8,206	22,586
Curtis Elementary	461.XX.6499.00.105.00.000	19,343	18,334	37,677
Fletcher Elementary	461.XX.6499.00.110.00.000	11,993	11,506	23,499
Guess Elementary	461.XX.6499.00.112.00.000	12,498	1,803	14,301
Regina Howell Elementary	461.XX.6499.00.118.00.000	24,041	10,444	34,485
Homer Drive Elementary	461.XX.6499.00.123.00.000	1,620	9,706	11,326
Pietzsch Elementary	461.XX.6499.00.125.00.000	2,459	5,739	8,198
Dishman Elementary	461.XX.6499.00.126.00.000	10,677	7,971	18,648
Blanchette Elementary	461.XX.6499.00.127.00.000	6,088	5,392	11,480
Martin Elementary	461.XX.6499.00.128.00.000	5,811	1,515	7,326
Jones Clark Elementary	461.XX.6499.00.129.00.000	7,632	792	8,424
Charlton Pollard Elementary	461.XX.6499.00.130.00.000	4,318	5,978	10,296
Fehl Price Elementary	461.XX.6499.00.131.00.000	3,226	7,774	11,000
Bingman Pre-K Center	461.XX.6499.00.132.00.000	1,614	-	1,614
Lucas Pre-K Center	461.XX.6499.00.133.00.000	607	7,705	8,312
Other Locations		16	-	16
Pathways Learning Center	461.XX.6499.00.006.00.000	63	228	291
Taylor Career Center	461.XX.6499.00.009.00.000	5,867	3,783	9,650
Brown Center	461.XX.6499.00.012.00.000	398	515	913
Transportation Dept	461.XX.6499.00.811.00.000	2,006	729	2,735
Maintenance Dept	461.XX.6499.00.819.00.000	1,030	-	1,030
Administration/Annex Building	461.XX.6499.00.842.00.000	4,614	384	4,998
Police Dept.	461.XX.6499.00.850.00.000	72	-	72
Early College H.S.	461.XX.6499.00.013.00.000	2,827	2,843	5,670
	Total Expenditures	<u>541,478</u>	<u>294,450</u>	<u>835,928</u>

2018-2019 BUDGET CHANGE

Total Revenues	541,478	294,450	835,928
Total Expenditures	<u>(541,478)</u>	<u>(294,450)</u>	<u>(835,928)</u>
2018-2019 Adjusted Surplus	-	-	-

**ACTIVITY FUNDS
2018-2019 DONATION REPORT - APRIL**

<u>Donor Name/Organization</u>	<u>SAF Club Receiving Funds</u>	<u>SAF Account Number</u>	<u>Amount Given</u>
H-E-B, LP	Taylor Career Center - General Campus	461.00.5749.00.009.00.C47	1,000
Joshua Cayson Dishman	Taylor Career Center - FFA	865.00.2190.00.009.00.S29	500
Howel Furniture	Taylor Career Center - FFA	865.00.2190.00.009.00.S29	1,000
Aurora Sertoma Sponsorship	Southeast Texas Regional Day School for the Deaf Annual Picnic	446.00.5749.00.000.00.000	1,000
Timothy Tansil	Homer Elemenatry School - Buddy Bench	461.00.5749.00.123.00.C47	200
EXXONMOBIL	Odom Academy - STEM Program	487.00.5749.00.047.00.STM	500
Stash Financial	Homer Elemenatry School - General Campus	461.00.5749.00.123.00.C47	5,000
Jane Stephenson	Jones Clark Elementary - General Campus	461.00.5749.00.129.00.C47	50
Kinsel Auto Group	Jones Clark Elementary - Choir	865.00.2190.00.129.00.S32	100

Total Donations Given

9,350

RECORD OF DONATED ITEMS

<u>Donor Name/Organization</u>	<u>SAF Club</u>	<u>Description of Items</u>	<u>Estimated Value</u>
Miste Henderson	Student Council	14 - 12 pack cans of soda	70



Board Exhibit Cover Sheet

Meeting Date: May 16, 2019

Agenda Item/Exhibit Number: II.E.1

Agenda Item Title: Consider Resolution Approving Examination for Acceleration or to Earn Credit

Cabinet Level Presenter(s): Dr. Shannon Allen, Acting Superintendent

Additional Presenter(s): Kimber Knight, Director of Research, Planning, and Evaluation

Executive Summary: Texas Education Code requires that a board of trustees approve for each subject, to the extent available, at least four examinations that meet guidelines developed by the State Board of Education to be used for purposes of acceleration or to earn credit. The recommended examinations are included in the resolution.

Recommendation: Approve agreement.

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

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

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

Shannon Allen
Cabinet Level Presenter's Signature

5/10/2019
Date

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

Date

[Signature]
General Counsel's Signature

5/9/2019
Date

Resolution of Board Approving Examinations for Acceleration or to Earn Credit

WHEREAS, Education Code 28.023 provides that a board of trustees must approve for each subject, to the extent available, at least four examinations that meet guidelines developed by the State Board of Education (SBOE) to be used for purposes of acceleration in an elementary grade level and to earn credit in a secondary school academic subject;

WHEREAS, Education Code 28.023 requires that the board-approved examinations include Advanced Placement (AP) examinations developed by the College Board and examinations administered through the College-Level Examination Program (CLEP); and

WHEREAS, 19 Administrative Code 74.24 (SBOE rules) further provides that the board may approve for each high school course examinations developed by Texas Tech University, the University of Texas at Austin, the District, or any other entity;

NOW, THEREFORE, BE IT RESOLVED that for each subject area in the elementary grade levels and for each secondary subject, the Board of Beaumont Independent School District approves the following examinations:

- For all elementary grade-level subjects, examinations that meet the requirements of 19 Administrative Code 74.24 and are developed by the following:
 - The University of Texas at Austin; and
 - Texas Tech University.

In approving examinations from the University of Texas at Austin or Texas Tech University, the Board has determined that the university's certification and audit demonstrates that the examinations accurately and appropriately assess a student's knowledge and skills of the TEKS for the relevant grade level.

- For high school credit courses for which an end-of-course (EOC) assessment is required, examinations that meet the requirements of 19 Administrative Code 74.24, including:
 - Applicable AP examinations;
 - Applicable CLEP examinations; and
 - The University of Texas at Austin and Texas Tech University, in compliance with 19 Administrative Code 74.24(c)(2) and (c)(4).
- For all other high school credit courses, examinations that meet the requirements of 19 Administrative Code 74.24 and are developed by the following:
 - The University of Texas at Austin;
 - Texas Tech University;
 - AP examinations; and
 - CLEP examinations.

The authority granted by this resolution is effective until the Board revokes such authority by further action.

Adopted this _____ day of May, 2019, by the Board of Trustees/Managers.

Presiding officer's signature: _____

Secretary's signature: _____



Board Exhibit Cover Sheet

Meeting Date: May 16, 2019

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

Agenda Item Title: Consider Resolution Approving Credit by Examination Audit Process

Cabinet Level Presenter(s): Dr. Shannon Allen, Acting Superintendent

Additional Presenter(s): Kimber Knight, Director of Research, Planning, and Evaluation

Executive Summary: The Texas Administrative Code requires the Board approve an audit process for credit-by examination assessments used for Kindergarten-Grade 5 acceleration. It is recommended BISD adopt the presented resolution finding that UT Austin and Texas Tech’s audit of their examinations and that the audits demonstrate appropriate assessment of student skills.

Recommendation: Approve agreement.

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

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

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

Shannon allen
Cabinet Level Presenter’s Signature

5/10/19
Date

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

Date

Sierra Fisher
General Counsel’s Signature

5/9/2019
Date

**Resolution of Board-Approved
Credit-by-Examination Audit Process**

Kindergarten–Grade 5

WHEREAS, 19 Texas Administrative Code 74.24(b)(1) provides that a board of trustees must approve an audit process for credit-by-examination assessments used for kindergarten–grade 5 acceleration;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Beaumont Independent School District, by adoption of this resolution, has determined that the University of Texas at Austin or Texas Tech University's certification and audit demonstrates that the examinations accurately and appropriately assess a student's knowledge and skills of the TEKS for the relevant grade level.

The authority granted by this resolution is effective until the Board revokes such authority by further action.

Adopted this _____ day of May, 2019 by the Board of Trustees/Managers

Presiding officer's signature: _____

Secretary's signature: _____



Board Exhibit Cover Sheet

Meeting Date: May 16, 2019

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

Agenda Item Title: Consider amendment to Board Policy CDC (Local)

Cabinet Level Presenter(s): Dr. Shannon Allen, Acting Superintendent

Additional Presenter(s):

Executive Summary: Current board policy CDC (Local) requires the board accept all gifts on behalf of the District. Due to the high volume of donations and gifts received by the District, it is recommended that board policy CDC (LOCAL) be revised to allow the Superintendent to accept gifts on behalf of the District. The Board will continue to receive reports regarding gifts accepted utilizing information items. In addition, the Board will retain the authority to approve gifts of real property or any gift that the potential donor has expressly made conditional upon the District's use for a specific purpose.

Recommendation: Approve amendment to Board Policy CDC (Local) as presented.

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

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

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

Shannon Allen
Cabinet Level Presenter's Signature

5/10/2019
Date

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

Sierra Fisher
General Counsel's Signature

5/9/2019
Date

Note: For purposes of this policy, the terms “gift” and “donation” have the same meaning.

Unsolicited Gifts

Authority to Accept

The Board delegates to the Superintendent the authority to accept unsolicited gifts on behalf of the District. However, any gift that the potential donor has expressly made conditional upon the District's use for a specific purpose, or any gift of real property, shall require board approval. ~~has final authority to accept unsolicited gifts.~~

Once accepted, a gift becomes the sole property of the District.

*Criteria for
Acceptance*

The District shall not accept any gift that would violate or conflict with policies of or actions by the Board or with federal or state law.

Before the Superintendent accepts a gift or recommends acceptance of a gift to the Board, as applicable, the Superintendent shall consider whether the gift:

1. Has a purpose consistent with the District's educational philosophy, goals, and objectives;
2. Places any restrictions on a campus or District program;
3. Would support a program that the Board may be unable or unwilling to continue when the donation of funds is exhausted;
4. Would result in ancillary or ongoing costs for the District;
5. Requires employment of additional personnel;
6. Requires or implies the endorsement of a specific business or product [see GKB for advertising opportunities];
7. Would result in inequitable funding, equipment, or resources among District schools or programs;
8. Obligates the District or a campus to engage in specific actions; or
9. Affects the physical structure of a building or would require extensive maintenance on the part of the District.

Solicitations

An employee who solicits gifts on behalf of the District or for use in the fulfillment of his or her professional responsibilities shall comply with relevant state and federal law and any District administrative regulations.

All donations solicited on behalf of the District, including solicitations in the name of the District or a campus, or donations solicited using District or campus resources, become the sole property of the District.

Beaumont ISD
123910

OTHER REVENUES
GIFTS AND SOLICITATIONS

CDC
(LOCAL)

Web-Based
Solicitations

An employee may solicit web-based donations of money or items for use by the employee in fulfilling his or her professional responsibilities or for the District's use, including "crowdfunding." However, an employee shall obtain prior approval from the employee's supervisor before using the name or image of the District, a campus, or any student.



Board Exhibit Cover Sheet

Meeting Date: May 16, 2019

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

Agenda Item Title: Approval of Resolutions to Sell District Real Estate

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Clifton English

Executive Summary: The board approved a resolution to sell identified real estate properties owned by Beaumont ISD in September 2018. After which a Request for Proposals was issued. Eleven of the properties did not receive a proposal during the RFP timeframe. The district is continuing to market the properties. Since the March 2019 board meeting the district has received offers on the properties listed as subsections to this exhibit. An agreement with the awarded buyer for 3500 Delaware could not be reached. The next highest proposal is a difference of \$1,713.89. The net total of these properties being recommended to sell total \$ 22,386.21. Each real estate approval is listed as a subsection to this exhibit.

Recommendation: Approve the Resolutions to Sell District Real Estate Properties

Budget Impact* (if applicable): \$ 22,386.21

Funding Source (if applicable): N/A

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

5/6/2019
Date

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

Date

General Counsel's Signature

Date



Board Exhibit Cover Sheet

Meeting Date: May 16, 2019

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

Agenda Item Title: Approval of Resolution to Sell District Real Estate located on Barrett Rd.

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Clifton English

Executive Summary: A Request for Proposals was issued, in part, for the sale of the real estate property located on Barrett Rd. A .7.5 acre tract. No proposals were received during the RFP timeframe. The district continued to market this property and received an offer from Joyce Wilson in the amount of \$20,100.10.

Recommendation: Approve the Resolution to Sell District Real Estate Property located on Barrett Rd. in the amount of \$20,100.10

Budget Impact* (if applicable): \$20,100.10

Funding Source (if applicable):

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

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

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

Cabinet Level Presenter's Signature

Date

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

Date

General Counsel's Signature

Date



Board Exhibit Cover Sheet

Meeting Date: May 16, 2019

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

Agenda Item Title: Approval of Resolution to Sell District Real Estate located at 640 Shamrock St.

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Clifton English

Executive Summary: A Request for Proposals was issued, in part, for the sale of the real estate property located at 640 Shamrock St. A .1377 acre tract. No proposals were received during the RFP timeframe. The district continued to market this property and received an offer from Louis & Angelita Ortega in the amount of \$4,000.00.

Recommendation: Approve the Resolution to Sell District Real Estate Property located at 640 Shamrock St. in the amount of \$4,000.00

Budget Impact* (if applicable): \$4,000.00

Funding Source (if applicable):

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

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

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

Cabinet Level Presenter's Signature

Date

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

Date

General Counsel's Signature

Date



Board Exhibit Cover Sheet

Meeting Date: May 16, 2019

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

Agenda Item Title: Approval of Resolution to Sell District Real Estate located at 3500 Delaware Street

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Clifton English

Executive Summary: A Request for Proposals was issued, in part, for the sale of the real estate property located at 3500 Delaware Street. A vacant 2.653 acre tract. A total of two proposals were received. The highest proposal from S-3 Commercial Holdings, Inc in the amount of \$379,500.00 could not be agreed upon during the contract phase. This award should be rescinded. The next highest proposal was from Asharaf Jasani in the amount of \$377,786.11. Preliminary contract discussions have revealed more agreeable terms between the district and Asharaf Jasani

Recommendation: Rescind the Resolution to approve the real estate sale of 3500 Delaware St.to S-3 Commercial Holdings and approve the Resolution to sell real estate property located at 3500 Delaware Street to Asharaf Jasani in the amount of \$377,786.11

Budget Impact* (if applicable): \$377,786.11

Funding Source (if applicable):

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

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

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

Cabinet Level Presenter's Signature

Date

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

Date

General Counsel's Signature

Date



Board Exhibit Cover Sheet

Meeting Date: May 16, 2019

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

Agenda Item Title: Approval of modified goals requested by TEA for Senate Bill 1882 Partnership Agreements

Cabinet Level Presenter(s): Jody Slaughter

Additional Presenter(s):

Executive Summary: Performance Goals and Consequences revised to meet TEA expectations.

Recommendation: Approve the modified goals requested by TEA for Senate Bill 1992 Partnership Agreements with Responsive Education Solutions and Phalen Leadership Academies

Budget Impact* (if applicable): N/A.

Funding Source (if applicable):

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

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

Legal Review (if necessary, list attorney and firm): Audrey Shakra; Thompson & Horton

Jody Slaughter

May 6, 2019

Cabinet Level Presenter's Signature

Date

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

Date

General Counsel's Signature

Date



May 3, 2019

Ms. Marian L. Schutte
Director, System Support and Innovation
Texas Education Agency
Austin, Texas

Dear Ms. Schutte:

Thank you for TEA's recent tentative approval of Beaumont ISD's submission for Texas Partnership benefits with Phalen Leadership Academies at Jones-Clark Elementary School and Smith Middle School. We understand that TEA's full approval is contingent upon modifications to the performance contract. Beaumont ISD and Phalen Leadership Academies have worked together to complete the requested revisions to the Schools' academic performance goals and the Schools' financial performance goals. Addendum 4 Performance Consequences has also been revised to reflect consequences regarding non-compliance in meeting performance objectives.

Please accept this correspondence as acceptance of TEA's revisions and our commitment to meeting all Performance Objectives.

Sincerely,

Earl Martin Phalen
CEO, Phalen Leadership Academies

PLA @ JONES-CLARK PERFORMANCE METRICS

Performance Measure #1		2019-20	2020-21	2021-22	2022-2023	2023-2024
Campus Rating	Letter Grade	D	D	C	B	B
	Letter Grade					

Performance Measure #2		2019-20	2020-21	2021-22	2022-2023	2023-2024
K Readiness	80% of kindergarten students will meet the growth expectations using Star's Early Literacy assessment on the EOY benchmark assessment.	80% of kindergarten students will meet the growth expectations using Star's Early Literacy assessment on the EOY benchmark assessment.	80% of kindergarten students will meet the growth expectations using Star's Early Literacy assessment on the EOY benchmark assessment.	80% of kindergarten students will meet the growth expectations using Star's Early Literacy assessment on the EOY benchmark assessment.	85% of kindergarten students will meet the growth expectations using Star's Early Literacy assessment on the EOY benchmark assessment.	85% of kindergarten students will meet the growth expectations using Star's Early Literacy assessment on the EOY benchmark assessment.

Performance Measure #3		2019-20	2020-21	2021-22	2022-2023	2023-2024
Student Progress	K	1 yr growth	1 yr growth	1 yr growth	1 yr growth	1 yr growth
	1	1 yr growth	1.5 yr growth	1.5 yr growth	1 yr growth	1 yr growth
	2	1 yr growth	1.5 yr growth	1.5 yr growth	1 yr growth	1 yr growth
	3	1 yr growth	1.5 yr growth	1.5 yr growth	1 yr growth	1 yr growth
	4	1 yr growth	1.5 yr growth	1.5 yr growth	1 yr growth	1 yr growth
	5	1 yr growth	1.5 yr growth	1.5 yr growth	1 yr growth	1 yr growth

Performance Measure #4		2019-20	2020-21	2021-22	2022-2023	2023-2024
Reduction	ISS	10%	5%	5%	5%	5%
in Discipline Referrals	OSS	10%	5%	5%	5%	5%
	Fighting	10%	5%	5%	5%	5%

Performance Measure #5	2019-20	2020-21	2021-22	2022-2023	2023-2024
Financial Performance	Annual Growth Rate	Annual Growth Rate	Annual Growth Rate	Annual Growth Rate	Annual Growth Rate
Was the complete annual financial report and data submitted to the District within 180 days following the end of the fiscal year?	Yes	Yes	Yes	Yes	Yes
Was there an unqualified opinion in the annual financial audit on the financial statements as a whole?	Yes	Yes	Yes	Yes	Yes
Did the external independent auditor report that the annual financial audit was free of any instances of material weakness in internal controls over compliance for local, state or federal funds?	Yes	Yes	Yes	Yes	Yes

Performance Measure #6	2019-20	2020-21	2021-22	2022-2023	2023-2024
Teacher Turnover Rate	Less than 80%	Less than 80%	Less than 80%	Less than 80%	Less than 80%
	Yes	Yes	Yes	Yes	Yes

Performance Measure #7	2019-20	2020-21	2021-22	2022-2023	2023-2024
Student Attendance	93%	94%	94%	95%	96%
	Yes	Yes	Yes	Yes	Yes

PLA @ SMITH MIDDLE SCHOOL PERFORMANCE METRICS

Performance Measure #1	2019-20	2020-21	2021-22	2022-2023	2023-2024
Campus Rating	Letter Grade	Letter Grade	Letter Grade	Letter Grade	Letter Grade
	D	C	C	B	B

Performance Measure #3	2019-20	2020-21	2021-22	2022-2023	2023-2024
Student Progress	Annual Growth Rate	Annual Growth Rate	Annual Growth Rate	Annual Growth Rate	Annual Growth Rate
Annual	1 yr growth	1.5 yr growth	1.5 yr growth	1 yr growth	1 yr growth
Academic	1 yr growth	1.5 yr growth	1.5 yr growth	1 yr growth	1 yr growth
Growth	1 yr growth	1.5 yr growth	1.5 yr growth	1 yr growth	1 yr growth

Performance Measure #4	2019-20	2020-21	2021-22	2022-2023	2023-2024
Reduction in	10%	5%	5%	5%	5%
ISS					
Discipline	10%	5%	5%	5%	5%
Referrals	10%	5%	5%	5%	5%
Fighting					

Performance Measure #3	2019-20	2020-21	2021-22	2022-2023	2023-2024
Financial Performance	Annual Growth Rate	Annual Growth Rate	Annual Growth Rate	Annual Growth Rate	Annual Growth Rate
Was the complete annual financial report and data submitted to the District within 180 days following the end of the fiscal year?	Yes	Yes	Yes	Yes	Yes
Was there an unqualified opinion in the annual financial audit on the financial statements as a whole?	Yes	Yes	Yes	Yes	Yes

Did the external independent auditor report that the annual financial audit was free of any instances of material weakness in internal controls over compliance for local, state or federal funds?	2019-20	2020-21	2021-22	2022-2023	2023-2024
	Yes	Yes	Yes	Yes	Yes
	Less than 80%	Less than 80%	Less than 80%	Less than 80%	Less than 80%
	Yes	Yes	Yes	Yes	Yes

Performance Measure #4	2019-20	2020-21	2021-22	2022-2023	2023-2024
Teacher Turnover Rate	Less than 80%	Less than 80%	Less than 80%	Less than 80%	Less than 80%
	Yes	Yes	Yes	Yes	Yes

Performance Measure #5	2019-20	2020-21	2021-22	2022-2023	2023-2024
Student Attendance	93%	94%	94%	95%	96%
	Yes	Yes	Yes	Yes	Yes

ResponsiveEd®

May 3, 2019

Ms. Marian L. Schutte
Director, System Support and Innovation
Texas Education Agency
Austin, Texas 78701

Dear Ms. Schutte,

Thank you for TEA's recent approval of Beaumont ISD's submission for Texas Partnership Benefits with Responsive Education Solutions at Fehl-Price Elementary School contingent upon several technical modifications to the performance contract.

Beaumont ISD and Responsive Education Solutions have worked together to complete the requested revisions to the school's academic performance goals and the school's financial performance goals. Addendum 4, Performance Consequences, has also been revised to reflect consequences regarding non-compliance in meeting performance objectives.

Please accept this correspondence as acceptance of the revisions and commitment to meeting all Performance Objectives.

Sincerely,



Robert Davison
Chief Operating Officer
Responsive Education Solutions



Performance Measure #1		2019-20	2020-21	2021-22	2022-2023	2023-2024
Campus Rating	Campus Growth Measure	5 point increase from previous year in Domain I or II	7 point increase from previous year in Domain I or II	Letter Grade	Letter Grade	Letter Grade
				C	B	B

NOTE: OP will have 2 years after the partnership begins before it is held accountable under each performance contract metrics.

Performance Measure #2		2019-20	2020-21	2021-22	2022-2023	2023-2024
Kindergarten Growth Measure	80% of kindergarten students will meet the growth expectations using Star's Early Literacy assessment on the EOY benchmark assessment.	80% of kindergarten students will meet the growth expectations using Star's Early Literacy assessment on the EOY benchmark assessment.	80% of kindergarten students will meet the growth expectations using Star's Early Literacy assessment on the EOY benchmark assessment.	80% of kindergarten students will meet the growth expectations using Star's Early Literacy assessment on the EOY benchmark assessment.	85% of kindergarten students will meet the growth expectations using Star's Early Literacy assessment on the EOY benchmark assessment.	85% of kindergarten students will meet the growth expectations using Star's Early Literacy assessment on the EOY benchmark assessment.

Performance Measure #3		2019-20	2020-21	2021-22	2022-2023	2023-2024
Student Progress	K	Annual Growth Rate 1 yr growth	Annual Growth Rate 1 yr growth	Annual Growth Rate 1 yr growth	Annual Growth Rate 1 yr growth	Annual Growth Rate 1 yr growth
	1	1 yr growth	1.5 yr growth	1.5 yr growth	1 yr growth	1 yr growth
	2	1 yr growth	1.5 yr growth	1.5 yr growth	1 yr growth	1 yr growth
	3	1 yr growth	1.5 yr growth	1.5 yr growth	1 yr growth	1 yr growth
	4	1 yr growth	1.5 yr growth	1.5 yr growth	1 yr growth	1 yr growth
	5	1 yr growth	1.5 yr growth	1.5 yr growth	1 yr growth	1 yr growth

Performance Measure #4		2019-20	2020-21	2021-22	2022-2023	2023-2024
Reduction in Discipline Referrals	ISS	10%	5%	5%	5%	5%
	OSS	10%	5%	5%	5%	5%
	Fighting	10%	5%	5%	5%	5%

Performance Measure #5	2019-20	2020-21	2021-22	2022-2023	2023-2024
Was the complete annual financial report and data submitted to the District within 180 days following the end of the fiscal year?	Yes	Yes	Yes	Yes	Yes
Was there an unqualified opinion in the annual financial audit on the financial statements as a whole?	Yes	Yes	Yes	Yes	Yes
Did the external independent auditor report that the annual financial audit was free of any instances of material weakness in internal controls over compliance for local, state or federal funds?	Yes	Yes	Yes	Yes	Yes

Performance Measure #6	2019-20	2020-21	2021-22	2022-2023	2023-2024
Teacher Turnover Rate	Less than 80%	Less than 80%	Less than 80%	Less than 80%	Less than 80%
	Yes	Yes	Yes	Yes	Yes

Performance Measure #7	2019-20	2020-21	2021-22	2022-2023	2023-2024
Student Attendance	93%	94%	94%	95%	96%
	Yes	Yes	Yes	Yes	Yes

ADDENDUM 4: PERFORMANCE CONSEQUENCES, ACADEMIC AND FINANCIAL

Intervention

The District shall give timely notice to the campus charter of any violations of the charter performance contract or performance deficiencies justifying formal intervention. The notice shall identify in writing the concerns, and, if applicable, the time frame for remediation. The notice may include additional consequences if any of the concerns are not remedied within the stated timeline.

Depending on the severity of the concern or deficiency, the Board may place a campus charter on probation or revoke the charter performance contract, in accordance with the terms of the contract and applicable law.

Probation

The Board may place a campus charter on probation as permitted by law or the charter performance contract, or for failure to meet academic performance standards.

In the event of any indication or allegation that a campus charter has committed a violation of law or the charter performance contract that may warrant probation, the District shall take the following steps:

1. The Superintendent shall investigate the allegations and hold a conference with the chief operating officer and governing body of the campus charter to discuss the allegations.
2. If the Superintendent determines that a violation or mismanagement has occurred, the chief operating officer of the campus charter shall respond to the allegation at the next regularly scheduled Board meeting.
3. The Board shall hear the presentation and take action, if necessary, to place the campus charter on probation. If the Board decides to place the campus charter on probation, it must provide an opportunity for a public hearing as required by law.
4. If a campus charter is placed on probation, the campus charter must take action to remedy the identified violations or underperformance and report on the status of its corrective actions in accordance within the timeline for remediation established by the District.
5. The District shall establish a timeline for monitoring the campus charter's corrective actions and re-evaluating the campus charter's status to determine when the campus may be removed from probation or whether to consider revocation.

Notification

If the District decides to place a charter on probation, the District shall notify the campus charter of the probation in writing. The notice shall include the reasons for the probation and the timeline for monitoring the campus charter's corrective actions and re-evaluating the campus charter's status to determine when the campus may be removed from probation or whether to consider revocation.

Revocation

The Board may revoke a campus charter as permitted by law or the charter performance contract for failure to meet performance standards.

ADDENDUM 4: PERFORMANCE CONSEQUENCES, ACADEMIC AND FINANCIAL

The Board shall revoke a campus charter if the District finds clear evidence of a campus charter's persistent or serious underperformance or violation of law, the charter performance contract, or the public trust in a way that imperils students or public funds, including any of the following:

1. Persistent or serious violation of applicable state or federal law;
2. Persistent or serious violation of a provision of the charter performance contract;
3. Persistent or serious failure to meet generally accepted accounting standards for fiscal management;
4. Persistent failure to improve student academic achievement for all student groups;
5. Failure for three consecutive years to meet the academic or financial accountability standards outlined in law;
6. Failure for three consecutive years to meet the academic or financial performance standards established in the charter performance contract;
7. Multiple placements on probation as specified in the charter performance contract; or

The Board's decision whether to revoke a campus charter shall be based on the best interests of the students, including the severity of the violation; applicable law; and any previous violation committed by the campus charter.

In the event of an indication or allegation that may warrant campus charter revocation, the District shall take the following steps:

1. The Superintendent shall investigate the allegations and hold a conference with the chief operating officer and governing body of the campus charter to discuss the allegations.
2. If the Superintendent determines that a violation or mismanagement has occurred, the chief operating officer of the campus charter shall respond to the allegation at the next regularly scheduled Board meeting.
3. The Board shall hear the presentation and take action, if necessary, to revoke the campus charter. If the board decides to revoke the campus charter, it must provide an opportunity for a public hearing as required by law.

In the event of a health or safety concern, the Board may immediately suspend campus operations before revocation takes effect.

Notification

If the Board decides to revoke a charter performance contract, the Board shall notify the campus charter of the action in writing. The notice shall include the reasons for the revocation and the effective date of the revocation, which shall be no later than the end of the current school year or may be effective immediately in the event of a health or safety concern.

Decision Not to Renew

ADDENDUM 4: PERFORMANCE CONSEQUENCES, ACADEMIC AND FINANCIAL

The Board may choose not to renew a charter performance contract for any of the following reasons:

1. Failure to meet student performance standards or other obligations in the charter performance contract;
2. Failure to meet generally accepted accounting standards for fiscal management;
3. Violation of any provision of the contract or applicable state or federal law; or
4. Other reason as determined by the Board.

Notification

If the Board decides not to renew a contract, the Board shall notify the campus charter of the action in writing no later than the last Friday in January during the final year of the charter performance contract. The notice shall include the reasons for the action and the effective date of the campus charter closure, which shall be no later than the end of the current school year.

Closure Protocol

The Board shall develop a detailed campus closure protocol to apply if the Board decides not to renew or to revoke a charter performance contract and close the campus. The protocol shall ensure timely notification to parents including assistance in finding new placements; orderly transition of student records to the District; and disposition of campus funds, property, and assets in accordance with law. In the event of closing any campus charter, the District shall oversee and work with the campus charter's governing board and leadership to carry out the closure protocol.



Board Exhibit Cover Sheet

Meeting Date: May 16, 2019

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

Agenda Item Title: Approve Budget Amendments

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary:

Recommendation: Approve budget amendments GF-11 and CN-4 and accept SR-23, SR-24, and SR-25

Budget Impact* (if applicable):

Funding Source (if applicable):

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

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

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



Cabinet Level Presenter's Signature



Date

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

Date

Explanations of May Budget Amendments

General Fund GF – 11

- Transfer \$7,495 from instructional general supplies to health services furniture & equipment – Curriculum Dept (801).
- Transfer \$1,568 from instructional general supplies to principal fixed assets – Martin ES (128).
- Transfer \$400 from staff development travel to instructional general supplies – Charlton-Pollard ES (130).
- Transfer \$901 from staff development travel to principal travel – Dishman ES (126).
- Transfer a total of \$233,990 from instructional fixed assets (\$53,650), data processing fixed assets (\$47,278) and data processing general supplies (\$133,062) to security services fixed assets – Information Services (818).

Special Revenue CN-4

- Fund 242 Food & Nutrition – Set up the budget for the Summer Feeding Program for designated campuses.

Special Revenue SR-23

- Fund 211 Move funds to pay for travel and consultants, support SGS work.

Special Revenue SR-24

- Fund 255 Title II – Moved funds to Cover Registration for BISD Participants to Attend 2019 Leadership Summit, and also to cover professional development cost, the PD will be provided to professional staff members in the district.

Special Revenue SR-25

- Fund 410 – Instructional Materials Allotment – Increase budget to account for amounts approved at the April Board meeting for the instructional materials adoption.

2018-2019 BUDGET AMENDMENT NUMBER SR-23

	<u>Original Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Revenues</u>			-
Total Revenue		<u>-</u>	
<u>Expenditures</u>			
<u>Instruction</u>			
211.11.6399.00.131.30.TFG		(27,976)	
211.21.6499.00.131.30.TFG		(2,946)	
211.21.6399.00.131.30.TFG		(3,090)	
211.21.6219.00.131.30.TFG		30,644	
211.21.6411.00.131.30.TFG		2,000	
211.21.6395.00.131.30.TFG		1,368	
		<u>27,976</u>	
Net (Increase) Title I TRANSFORMATION FUND PLANNING		-	
Total Revenues	297,500	-	297,500
Total Expenditures	297,500	-	297,500
2018-2019 Adjusted	-	-	-

2018-2019 BUDGET AMENDMENT NUMBER SR-24

	<u>Original Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Revenues</u>			
Total Revenue		-	
<u>Expenditures</u>			
<u>Instruction</u>			
255.11.6137.00.104.24.000	11,000	(11,000)	
255.11.6137.00.130.24.000	9,000	(9,000)	
255.11.6137.00.125.24.000	2,000	(2,000)	
<u>Curriculum Development</u>			
255.13.6411.00.854.24.000	48,753	(30,000)	18,753
255.13.6299.00.854.24.000	55,229	22,000	
<u>Health Services</u>			
255.23.6411.00.854.24.000	9,500	30,000	39,500
		-	
Net (Increase) Title II PART A		-	
Total Revenues	1,336,621	-	1,336,621
Total Expenditures	1,336,621	-	1,336,621
2018-2019 Adjusted	-	-	-

2018-2019 BUDGET AMENDMENT NUMBER SR-25

	<u>Original Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Revenues</u>			
410.00.5829.00.000.00.000	1,926,724	1,053,142	2,979,866
Total Revenue		<u>1,053,142</u>	
<u>Expenditures</u>			
<u>Textbooks</u>			
410.11.6321.00.801.11.000	1,926,724	1,053,142	2,979,866
		<u>1,053,142</u>	
Net Change		-	
Total Revenues	2,040,413	1,053,142	3,093,555
Total Expenditures	2,040,413	1,053,142	3,093,555
2018-2019 Adjusted	-	-	-

2018-2019 BUDGET AMENDMENT NUMBER CN-4

	<u>Original Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Revenues</u>	-	174,667	-174,667
<u>Expenditures</u>			
<u>Food Services</u>			
242.35.61XX.00.83X.99.000	-	102,296	102,296
242.35.6341.00.83X.99.000	-	65,541	65,541
242.35.6342.00.83X.99.000	-	6,830	6,830
Total Expenditures	-	174,667	174,667
Net (Increase) Child Nutrition Budget		-	
<hr/> <hr/>			
2018-2019 BUDGET CHANGE			
Total Revenues	-	174,667	174,667
Total Expenditures	-	174,667	174,667
2018-2019 Adjusted	-	-	-



Board Exhibit Cover Sheet

Meeting Date: May 16, 2019

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

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

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Tony Aguilar and Toni McPherson

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

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

Budget Impact* (if applicable): \$ 1,321,935.07

Funding Source (if applicable): General Fund

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements): Ch. 44.031

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

5/9/2019
Date

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

Date

General Counsel's Signature

Date

General Fund

Vendor	Department	Description/Justification of Purchase	Contract #	Cost
SETEX Construction	Maintenance	This purchase is for repairs to the rear entrance at Pietzsch-MacArthur Elementary. A vehicle had previously run into the rear entrance which caused the damage. The driver did not have insurance and this event was filed on our insurance which has a \$50,000 deductible.	Region V #20150803	\$85,135.70
Hunter Knepshield of Texas	Maintenance	This purchase is for new, safe playground equipment at Charlton-Pollard, Sallie Curtis, Lucas Pre-K, and Bingman Head Start Elementaries.	BuyBoard #512-16	\$163,560.25
SETEX Facilities & Maintenance	Maintenance	This purchase is to renovate six restrooms at West Brook High School. Renovation includes new fixtures, walls, flooring, ceilings, lighting, painting, and partitions. These restrooms will then be ADA compliant.	Region V #20150803	\$344,162.00
SETEX Construction	Maintenance	This purchase is for fencing around West Brook HS, Smith MS, and the Administration Annex which will enhance the security at each location.	Region V #20150803	\$108,737.12
Bauer Sport Floors	Maintenance	This purchase is to replace the Girl's Basketball Gym floor at West Brook High School. Purchase includes demolition of current floor, removal of existing bleachers, and the reinstallation of existing bleachers.	BuyBoard #560-18	\$136,350.00
DAC, Inc	Information Technology	This purchase is to replace and/or repair the security cameras at Amelia, Admin Annex, Bingman, Blanchette, Caldwood, Charlton-Pollard, Curtis, Dishman, Fletcher, Homer, Lucas, Maintenance, Marshall, Martin, King, Odom, Pietzsch-MacArthur, Regina, Guess, South Park, Taylor Career, and Vincent campuses.	DIR-TSO-3647	\$483,990.00
Total Cost				\$1,321,935.07



Mailing Address: LA License # 54937
P.O. Box 20678
Beaumont, Texas 77720-0678

March 8, 2019

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

Tim Klock
Beaumont ISD
3395 Harrison Avenue
Beaumont, Texas 77701

General Contracting

Re: "Pietzsch Elementary Car Damage"

Construction Management

Subject: "Proposal "

Design-Build

Dear Mr. Klock,

Job Order Contracting

We are pleased to submit our Rough Order of Magnitude Proposal utilizing our # 20150803 SETX Purchasing Coop Contract based on local CCI.

Facilities Maintenance

Proposal Recap:

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

- Demolish existing storefront system and dispose
- Demolish existing interior hollow metal frame system and dispose
- Disconnect electrical connecting to under cabinet case lighting
- Demolish existing display case and dispose
- Remove damaged carpet and dispose
- Furnish and install new interior hollow frame system to match existing one on other side of library
- Furnish and install new wire glass with safety backing to hollow frame system and new doors
- Furnish and install (2) 3-0 x 7-0 doors, with new hinges, (2) Von Duprin 99 series vertical rod panic Device, and (2) Norton closers
- Install new accented carpet to area needed matching as best as possible to existing accent color
- Supply power to LED lights at new display case
- Furnish and install new Claridge anodized aluminum recessed display case to match existing
- Paint all areas affected by car damage, all new block work, paint new hollow metal frame system to match previous color
- Strip and neutralize the damaged area
- Grind the floor to remove scratches as much as possible
- Protect the repaired area with topical terrazzo sealer
- Continuous clean up daily and final clean upon completion

Price	\$ 83,059.22
Bond	\$ 2,076.48
Total Price	\$ 85,135.70



Mailing Address: LA License # 54937
P.O. Box 20678
Beaumont, Texas 77720-0678

Exclusions: Sales Tax, unforeseen items above listed scope of work above, windstorm certification.

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

We estimate approximately Thirty (30) working days total construction upon material delivery.

There is an 8-10 week lead time on hollow metal frame system and display case

General Contracting

If we will be unable to match existing damaged carpet, we will install carpeting to match accented color used in library. We will also remove and install accented area on opposite side of library to provide a symmetrical look

Construction Management

Repairing terrazzo will change the coloration of original flooring resulting in a lighter color than existing.

Design-Build

If you should have any questions about this proposal or require additional information, please do not hesitate to contact me.

Job Order Contracting

Respectfully submitted,
SETEX Facilities & Maintenance

Facilities Maintenance

Commercial

Matthew Ueding
19-0042

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

Hunter Knepshield of Texas, Inc.

Quotation

www.hkparkandplay.com

P.O. Box 260677 * Plano, TX 75026-0677

1.800.451.4138 * 972.867.5739 * Fax: 972.867.7250

DATE March 28, 2019
Quotation # 19-8750

Bill To:
 Beaumont ISD
 Attn: Tim

Ship To:
 Charlton Pollard Elementary
 825 Jackson Street
 Beaumont, TX 77701

Quotation valid until: April 17, 2019
Prepared by: Shanna Hartsfield

Comments or special instructions:

Quantity	Catalog #	Description	Unit	Extended
1	PS3-33391	Superior Custom Playground	\$ 21,450.00	21,450.00
40	90022004XX	Superior 4' Border w/ Stake	45.00	1,800.00
1	TFR0591XX	Superior Half ADA Ramp	570.00	570.00
4	WM-05	Superior Slide Mats	118.00	472.00
				-
1	Installation	Installtion of Superior Playground Equipment	10,500.00	10,500.00
1	Rubber Mulch	Playsafer Rubbr Mulch Delivered and Installed	7,685.00	7,685.00
1	Fabric	Geotextile Fabric Delivered and Installed	858.75	858.75
				-
				-
				-
				-
		Dumpsters provided by Beaumont ISD		-
				-
				-
				-
				-
				-
				-
			Sub TOTAL	\$ 43,335.75
			Freight	\$ 2,562.50
			Tax	
			TOTAL	\$ 45,898.25

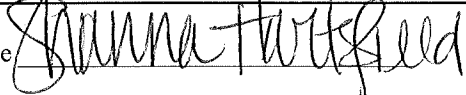
If installation is required, the following will prevail. The customer is responsible for the offloading of equipment. The above quotation is based upon site access for heavy equipment and normal soil conditions of 2000 PSF. If during excavation of foundations necessary per manufacture specifications, condition exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock vegetation and/or any unforeseen hazards. There will be additional charges incurred to clear the area and/or the abutment hole so that installation can be completed. No soil tests, licenses or permits included.

***NOTE: IF APPLICABLE SALES TAX IS NOT INCLUDED.

Copy of tax exempt certificate must accompany all exempt orders. Customer is responsible for paying applicable sales tax direct to their state, or submits copy of tax exempt certificate with order.

***TERMS: NET 30 DAYS (UPON APPROVED CREDIT).
 Service charge of 2% per month added to all costs, including attorney fees.

Quote is valid for 30 days.
THANK YOU FOR YOUR BUSINESS!

Authorized Signature 

Date: 3/28/19

Authorized Signature of Purchaser _____

Date: _____

REFERENCE NUMBER
PS3--33391S

EQUIPMENT SIZE
24' X 28'
AGE GROUP
2-12
USE ZONE
36' X 38'
SURFACE AREA
911 SQ. FT.

USER CAPACITY
35
4' TIMBER COUNT
31

FALL HEIGHT
5'

ADA ACCESSIBILITY

ELEVATED
PLAY ACTIVITIES
9

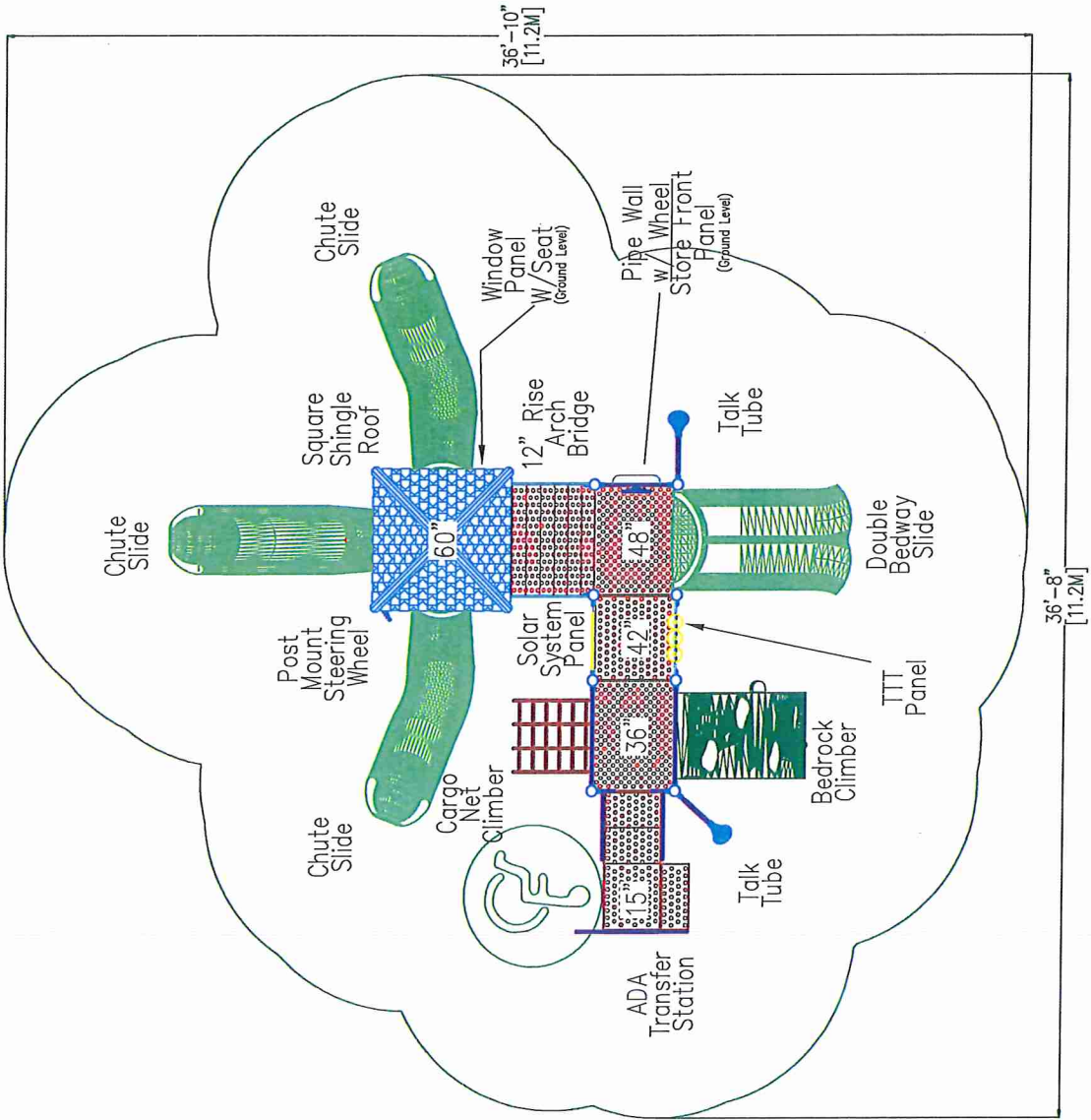
REQUIRED	PROVIDED	GROUND LEVEL ACCESSIBLE PLAY ACTIVITIES	GROUND LEVEL ACCESSIBLE ACTIVITY TYPES
3	3	3	3
3	3	3	3

THIS STRUCTURE MEETS OR EXCEEDS CPSC #305 AND ASTM F1497-11 UNLESS OTHERWISE NOTED.

DATE
6/28/2018
DRAWN/SAVED BY
SAM SISSON / ANDREW WILSON
SCALE
NTS
SHEET
1 OF 2
PAGE
PLAN-VIEW

WE RECOMMEND THIS PLAN BE PRINTED ON 11" x 17" PAPER

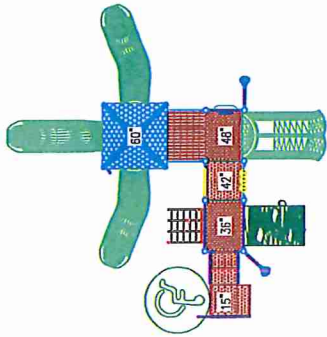
PLAYGROUND SUPERVISION IS REQUIRED.
THIS DESIGN IS THE PROPERTY OF SUPERIOR RECREATIONAL PRODUCTS AND MAY NOT BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF SUPERIOR RECREATIONAL PRODUCTS.



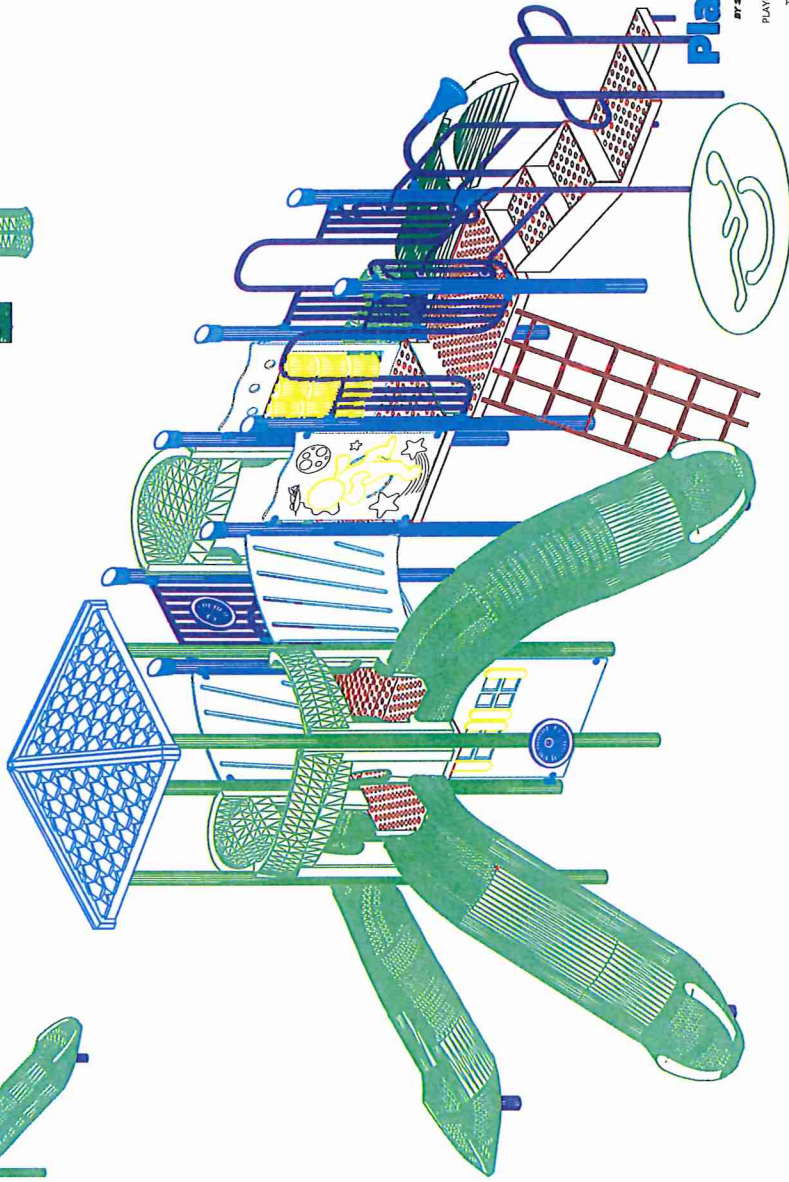
REAR VIEW
SCALE: Custom



TOP VIEW
SCALE: Custom



FRONT VIEW
SCALE: Custom



Playgrounds
BY SUPERIOR RECREATIONAL PRODUCTS

PLAYGROUND SUPERVISION IS REQUIRED.

THIS DESIGN IS THE PROPERTY OF SUPERIOR RECREATIONAL PRODUCTS AND MAY NOT BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF SUPERIOR RECREATIONAL PRODUCTS.

REFERENCE NUMBER
PS3-33391S

DATE
6/28/2018

DRAWN/SAVED BY
SAM SISSON / ANDREW WILSON

SCALE
NTS

SHEET
2 OF 2

PAGE
01-3D-VIEW



Hunter Knepshield of Texas, Inc.

Quotation

www.hkparkandplay.com

P.O. Box 260677 * Plano, TX 75026-0677

1.800.451.4138 * 972.867.5739 * Fax: 972.867.7250

DATE April 10, 2019

Quotation # 19-8778

Bill To:
 Beaumont ISD
 Attn: Tim

Ship To:
 Sally Curtis Elementary
 6225 N. Circuit Drive
 Beaumont, TX 77706

Quotation valid until: April 30, 2019

Prepared by: Shanna Hartsfield

Comments or special instructions:

Quantity	Catalog #	Description	Unit	Extended
1	PS3-33391	Superior Custom Playground	\$ 21,450.00	21,450.00
40	90022004XX	Superior 4' Border w/ Stake	45.00	1,800.00
1	TFR0591XX	Superior Half ADA Ramp	570.00	570.00
4	WM-05	Superior Slide Mats	118.00	472.00
				-
1	Installation	Installation of Superior Playground Equipment	10,500.00	10,500.00
1	Rubber Mulch	Playsafer Rubbr Mulch Delivered and Installed	7,685.00	7,685.00
1	Fabric	Geotextile Fabric Delivered and Installed	858.75	858.75
				-
				-
				-
		Dumpsters provided by Beaumont ISD		-
				-
				-
				-
			Sub TOTAL	\$ 43,335.75
			Freight	\$ 2,562.50
			Tax	
			TOTAL	\$ 45,898.25

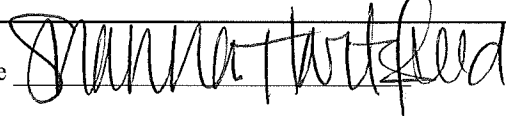
If installation is required, the following will prevail. The customer is responsible for the offloading of equipment. The above quotation is based upon site access for heavy equipment and normal soil conditions of 2000 PSF. If during excavation of foundations necessary per manufacture specifications, condition exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock vegetation and/or any unforeseen hazards. There will be additional charges incurred to clear the area and/or the abutment hole so that installation can be completed. No soil tests, licenses or permits included.

***NOTE: IF APPLICABLE SALES TAX IS NOT INCLUDED.

Copy of tax exempt certificate must accompany all exempt orders. Customer is responsible for paying applicable sales tax direct to their state, or submits copy of tax exempt certificate with order.

***TERMS: NET 30 DAYS (UPON APPROVED CREDIT).
 Service charge of 2% per month added to all costs, including attorney fees.

**Quote is valid for 30 days.
 THANK YOU FOR YOUR BUSINESS!**

Authorized Signature 

Date: 4/12/19

Authorized Signature of Purchaser _____

Date: _____

REFERENCE NUMBER
PSS-33391S

EQUIPMENT SIZE
24' X 26'
USE ZONE
36' X 38'
AGE GROUP
2-12
SURFACE AREA
911 SQ. FT.

USER CAPACITY
35
4' TIMBER COUNT
31

FALL HEIGHT
5'

ADA ACCESSIBILITY

ELEVATED
PLAY ACTIVITIES
9

GROUND LEVEL PLAY ACTIVITIES	GROUND LEVEL ACCESSIBLE PLAY ACTIVITIES	GROUND LEVEL PLAY ACTIVITIES
REQUIRED	3	3
PROVIDED	3	3

THIS STRUCTURE MEETS OR EXCEEDS CPSC #325 AND ASTM F1487-11 UNLESS OTHERWISE NOTED.

DATE
6/29/2018
DRAWN/SAVED BY
SAM SISSON / ANDREW WILSON

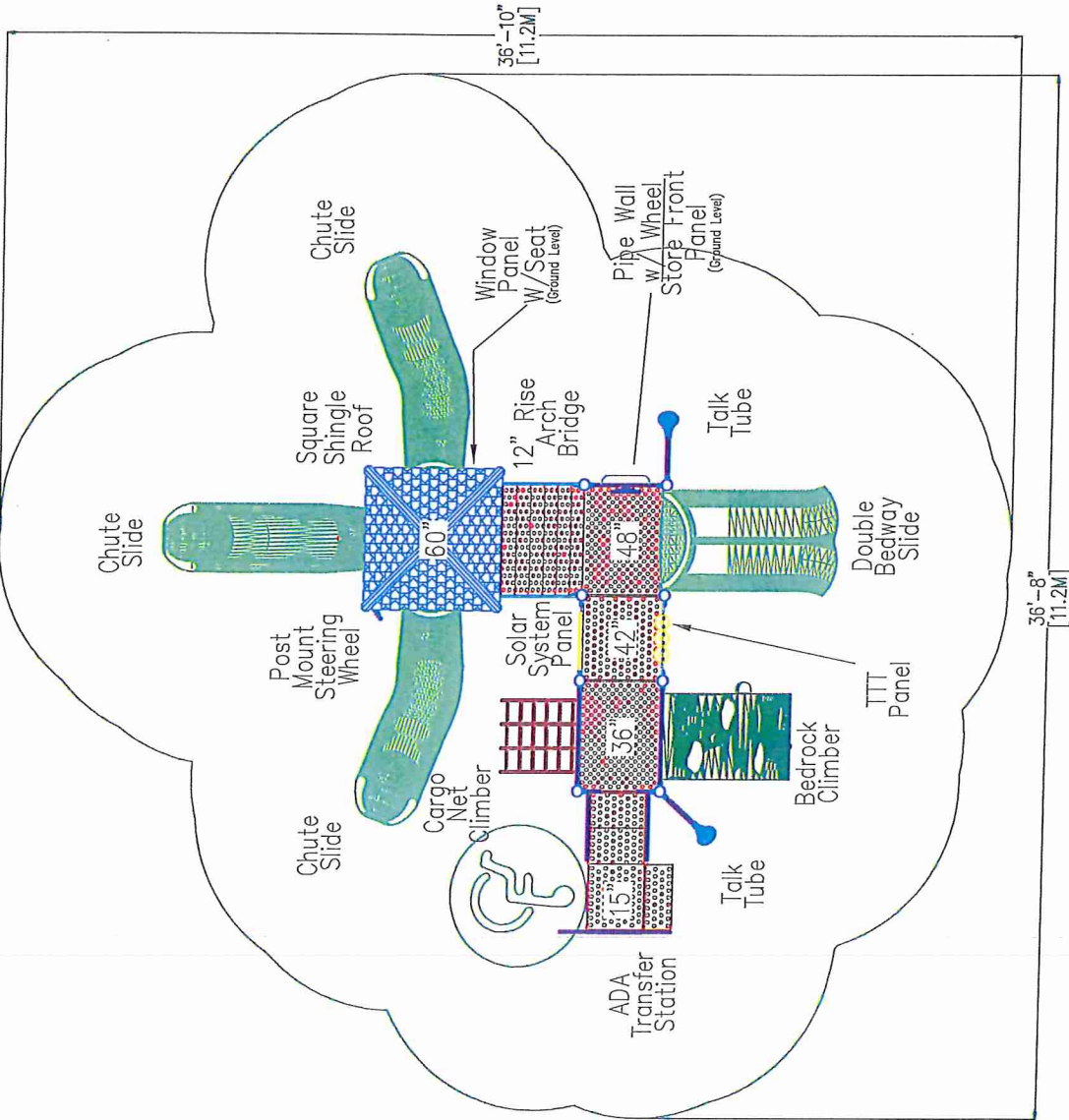
SCALE
NTS
SHEET
1 OF 2

PAGE
PLAN-VIEW

WE RECOMMEND THIS PLAN BE PRINTED ON 11" X 17" PAPER

PLAYGROUND SUPERVISION IS REQUIRED.

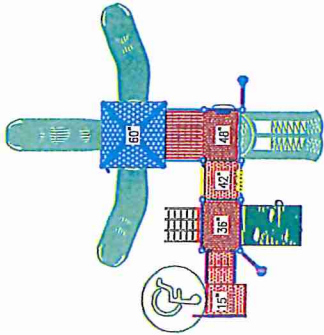
THIS DESIGN IS THE PROPERTY OF SUPERIOR RECREATIONAL PRODUCTS AND MAY NOT BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF SUPERIOR RECREATIONAL PRODUCTS.



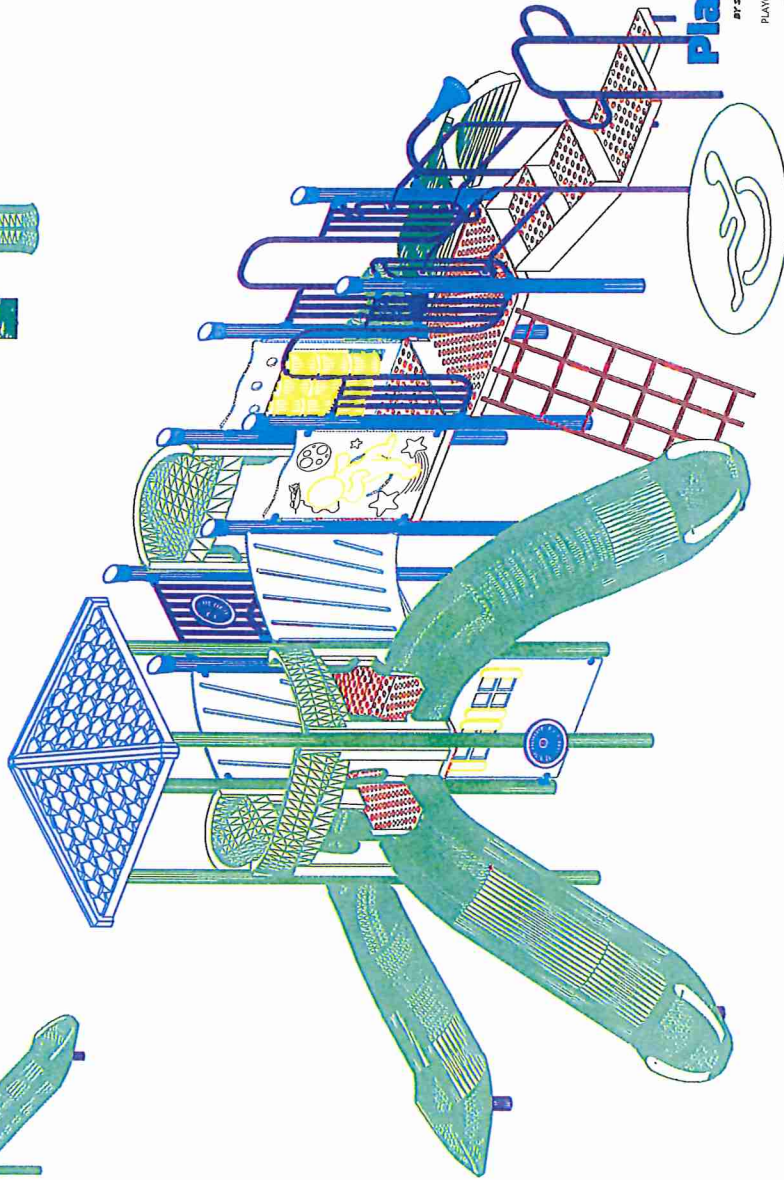
REAR VIEW
SCALE: Custom



TOP VIEW
SCALE: Custom



FRONT VIEW
SCALE: Custom



Playgrounds
BY SUPERIOR RECREATIONAL PRODUCTS

PLAYGROUND SUPERVISION IS REQUIRED.
THIS DESIGN IS THE PROPERTY OF
SUPERIOR RECREATIONAL PRODUCTS AND MAY NOT BE
REPRODUCED OR USED IN ANY MANNER WITHOUT
THE WRITTEN CONSENT OF
SUPERIOR RECREATIONAL PRODUCTS.

REFERENCE NUMBER

PS3-33391S

DATE

6/28/2018

DRAWN/SAVED BY

SAM SISSON / ANDREW WILSON

SCALE

NTS

SHEET

2 OF 2

PAGE

01-3D-VIEW



Hunter Knepshield of Texas, Inc.

Quotation

www.hkparkandplay.com

P.O. Box 260677 * Plano, TX 75026-0677

1.800.451.4138 * 972.867.5739 * Fax: 972.867.7250

DATE March 22, 2019

Quotation # 19-8724

Bill To:
Beaumont ISD
Attn: Tim

Ship To:
Sallie Curtis Elementary
6225 N. Circuit Drive
Beaumont, TX 77706

Quotation valid until: April 11, 2019

Prepared by: Shanna Hartsfield

Comments or special instructions:

Quantit	Catalog #	Description	Unit	Extended
1	Rubber Mulch	Playsafer Rubber Mulch Delivered and Installed	\$ 9,842.50	9,842.50
1	Fabric	Geotextile Fabric Delivered and Installed	858.75	858.75
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
			Sub TOTAL	\$ 10,701.25
			Freight	
			Tax	
			TOTAL	\$ 10,701.25

If installation is required, the following will prevail. The customer is responsible for the offloading of equipment. The above quotation is based upon site access for heavy equipment and normal soil conditions of 2000 PSF. If during excavation of foundations necessary per manufacture specifications, condition exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock vegetation and/or any unforeseen hazards. There will be additional charges incurred to clear the area and/or the abutment hole so that installation can be completed. No soil tests, licenses or permits included.

***NOTE: IF APPLICABLE SALES TAX IS NOT INCLUDED.

Copy of tax exempt certificate must accompany all exempt orders. Customer is responsible for paying applicable sales tax direct to their state, or submits copy of tax exempt certificate with order.

***TERMS: NET 30 DAYS (UPON APPROVED CREDIT).

Service charge of 2% per month added to all costs, including attorney fees.

Quote is valid for 30 days.
THANK YOU FOR YOUR BUSINESS!

Authorized Signature Shanna Hartsfield

Authorized Signature of Purchaser _____

Date: 3/22/19

Date: _____

Hunter Kneppshield of Texas, Inc.

Quotation

www.hkparkandplay.com

P.O. Box 260677 * Plano, TX 75026-0677

1.800.451.4138 * 972.867.5739 * Fax: 972.867.7250

DATE April 18, 2019

Quotation # 19-8810

Bill To:
Beaumont ISD

Ship To:
Lucas Pre-K Center
1750 E. Lucas Drive
Beaumont, TX 77703

Quotation valid until: May 8, 2019
Prepared by: Shanna Hartsfield

Comments or special instructions:

Quantity	Catalog #	Description	Unit	Extended
1	Rubber Mulch	Playsafer Rubber Mulch Delivered and Installed 5,040sf at 3" depth 3 areas size 28'x40' and 2 areas size 28'x30'	\$ 12,800.00	12,800.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
			Sub TOTAL	\$ 12,800.00
			Freight	
			Tax	
			TOTAL	\$ 12,800.00

If installation is required, the following will prevail. The customer is responsible for the offloading of equipment. The above quotation is based upon site access for heavy equipment and normal soil conditions of 2000 PSF. If during excavation of foundations necessary per manufacture specifications, condition exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock vegetation and/or any unforeseen hazards. There will be additional charges incurred to clear the area and/or the abutment hole so that installation can be completed. No soil tests, licenses or permits included.

***NOTE: IF APPLICABLE SALES TAX IS NOT INCLUDED.

Copy of tax exempt certificate must accompany all exempt orders. Customer is responsible for paying applicable sales tax direct to their state, or submits copy of tax exempt certificate with order.

***TERMS: NET 30 DAYS (UPON APPROVED CREDIT).
Service charge of 2% per month added to all costs, including attorney fees.

**Quote is valid for 30 days.
THANK YOU FOR YOUR BUSINESS!**

Authorized Signature _____

Date: 4/18/19

Authorized Signature of Purchaser _____

Date: _____

Hunter Knepshield of Texas, Inc.

Quotation

www.hkparkandplay.com

P.O. Box 260677 * Plano, TX 75026-0677

1.800.451.4138 * 972.867.5739 * Fax: 972.867.7250

DATE April 12, 2019

Quotation # 19-8788

Bill To:
Beaumont ISD

Ship To:
Bingman Elementary
5265 Kenneth Avenue
Beaumont, TX 77705

Quotation valid until: May 2, 2019

Prepared by: Shanna Hartsfield

Comments or special instructions:

Quantity	Catalog #	Description	Unit	Extended
1	Rubber Mulch	Playsafer Rubber Mulch Delivered and Installed Based on Area Sizes Below provided by Tim	\$ 48,262.50	48,262.50
		37'x76'		-
		43'x28'		-
		54'x25'		-
		73'x42'		-
		24'x65'		-
		25'x30'		-
		10,742sf at 6" depth		-
		Removal of existing wood fiber by others		-
		We will require a section of the fence to be taken out prior to our arrival for installation to access the play areas		-
		Dumpsters provided by Beaumont ISD		-
				-
				-
			Sub TOTAL	\$ 48,262.50
			Freight	
			Tax	
			TOTAL	\$ 48,262.50

If installation is required, the following will prevail. The customer is responsible for the offloading of equipment. The above quotation is based upon site access for heavy equipment and normal soil conditions of 2000 PSF. If during excavation of foundations necessary per manufacture specifications, condition exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock vegetation and/or any unforeseen hazards. There will be additional charges incurred to clear the area and/or the abutment hole so that installation can be completed. No soil tests, licenses or permits included.

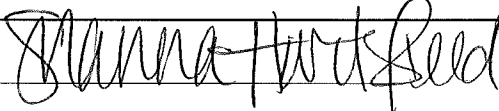
***NOTE: IF APPLICABLE SALES TAX IS NOT INCLUDED.

Copy of tax exempt certificate must accompany all exempt orders. Customer is responsible for paying applicable sales tax direct to their state, or submits copy of tax exempt certificate with order.

***TERMS: NET 30 DAYS (UPON APPROVED CREDIT).

Service charge of 2% per month added to all costs, including attorney fees.

**Quote is valid for 30 days.
THANK YOU FOR YOUR BUSINESS!**

Authorized Signature 

Date: 4/12/19

Authorized Signature of Purchaser _____

Date: _____



Mailing Address:
P.O. Box 20658
Beaumont, Texas 77720-0658

May 3, 2019

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

Tim Klock
Beaumont I.S.D.
3395 Harrison Ave.
Beaumont, TX 77701

Project: "Westbrook HS Summer (6) Restroom Renovations"

Subject: "Budgetary Proposal"

General Contracting

Dear Mr. Klock:

Job Order Contracting

We are pleased to submit our Rough Order of Magnitude proposal utilizing our # 20150803 SETX Purchasing Coop Contract based on local CCI. This will serve as our budgetary proposal to renovate the "(6) Specified" restrooms at Westbrook High School with new plumbing fixtures, new CMU walls, flooring, ceilings, lighting, painting, partitions, and bathroom accessories. These renovations will make all the restrooms ADA compliant. Costs include supervision, insurance, material, labor and equipment:

Facilities Maintenance

Restrooms Included:

Commercial

Industrial

- **A20**
- **A22**
- **F13**
- **F17**
- **M3**
- **M4**

Government

Healthcare

Main Building Restrooms Proposal Recap:

Infrastructure

Corporate

Education

Performing Arts

Historical

- Demolish non ADA compliant toilet fixtures
- Demolish existing toilet partitions
- Saw cut as necessary for plumbing
- Relocate toilet supply and waste for ADA Compliance
- Remove all other existing toilet fixtures and replace with new
- Demolish existing doors/frames that are not up to ADA standards
- Demolish existing flooring
- Remove and Replace all existing lighting with new LED fixtures (prior approval for light fixtures by BISD)
- Furnish and install all ADA compliant sinks, toilets and urinals with batt powered Auto flush
- Furnish and install mirrors, grab bars, ADA shower seats, toilet paper holders, paper towel dispensers, and solid phenolic toilet partitions
- Furnish and install new mosaic flooring, mosaic wall tile, and ceramic wall tile (similar to Central HS restroom shown to us by BISD)
- Furnish and install new hollow metal doors and frames, with all new hardware that meets BISD standards
- Repair all CMU walls damaged by plumbing demolition
- Paint all CMU walls damaged by demolition in hallways
- Paint all new hollow metal doors and frames installed



Mailing Address:
P.O. Box 20658
Beaumont, Texas 77720-0658

- Remove and replace drop in ceilings with new suspension system and ceiling tiles
- Continuous cleanup daily final clean upon completion

(409) 842-8181
 (409) 842-2274
 setex@setexconstruction.com
 setexconstruction.com

Budget Cost	\$	306,500.00
Est. A/E Budget Price	\$	30,000.00
Bond	\$	7,662.00
Total Price	\$	344,162.00

General Contracting

Job Order Contracting

Exclusions:

Facilities Maintenance

Unforeseen items beyond specified scope listed above scope, overtime, sales tax, permits, and liquidated damages.

Commercial

We estimate approximately One Hundred (100) working days' total duration upon material delivery.

Industrial

A/E is not allowed under cooperative pricing. Architectural fees shall be paid to the architect direct. It is our recommendation that we collaborate with Architectural Alliance to deliver final plans, finish schedules, and final scopes of work.

Government

This proposal is to be used as budgetary purposes only. These prices are subject to change once we have a specified scope of work and a spec on materials chosen for this project.

Healthcare

This pricing is based on normal hours Monday thru Friday 7:00 am to 4:00 pm. Please contact us at 409-842-8181 at your convenience to go over this estimate.

Infrastructure

Respectfully submitted,
SETEX Facilities & Maintenance, LLC.

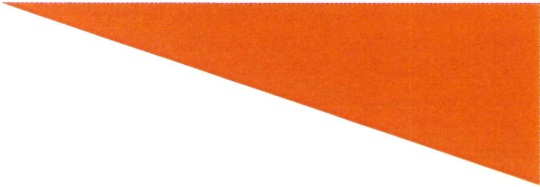
Corporate

Matthew Ueding
18-0234

Education

Performing Arts

Historical



Mailing Address:
P.O. Box 20678
Beaumont, Texas 77720-0678

November 19, 2018

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

Tim Klock
Beaumont I.S.D
3395 Harrison Avenue.
Beaumont, TX 77706

Project: "Westbrook Fencing"

Subject: "Proposal"

General Contracting

Dear Mr. Klock

Construction Management

We are pleased to submit our Rough Order of Magnitude proposal utilizing our # 20150803 SETX Purchasing Coop Contract based on local CCI.

Design-Build

Proposal Recap:

Job Order Contracting

- Install approximately 1974' of 6' black vinyl chain link fence
- Install (2) 26" double gates

Facilities Maintenance

Price	\$ 71,165.59
Bond	\$ 1,779.13
Permit	\$ 605.00
Total Price	\$ 73,549.72

Commercial

Industrial

Exclusions:

Government

Unforeseen items beyond specified scope listed above, overtime, and liquidated damages.

Healthcare

We estimate approximately Thirty (30) working days to complete upon material delivery. Gates being installed have a 6-8 week lead time.

Infrastructure

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Once accepted this proposal turns into a lump sum contract. Please contact us at 409-842-8181 at your convenience to discuss this estimate.

Corporate

Respectfully submitted,
SETEX Construction Corp.

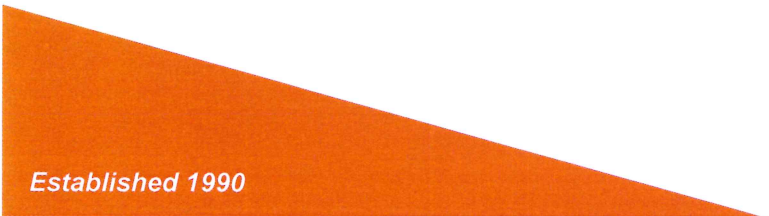
Education

Performing Arts

Historical

Michael Waidley
Project Manager

18-0239





Mailing Address:
P.O. Box 20678
Beaumont, Texas 77720-0678

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

General Contracting

Construction Management

Design-Build

Job Order Contracting

Facilities Maintenance

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical

November 19, 2018

Tim Klock
Beaumont I.S.D
3395 Harrison Avenue.
Beaumont, TX 77706

Project: "Smith Middle School Fencing"

Subject: "Proposal"

Dear Mr. Klock

We are pleased to submit our Rough Order of Magnitude proposal utilizing our # 20150803 SETX Purchasing Coop Contract based on local CCI.

Proposal Recap:

- Install approximately 100' black vinyl chain link between buildings.
- Install (2) pipe gates.

Total Price \$ **9,622.40**

Exclusions:

Unforeseen items beyond specified scope listed above, overtime, and liquidated damages.

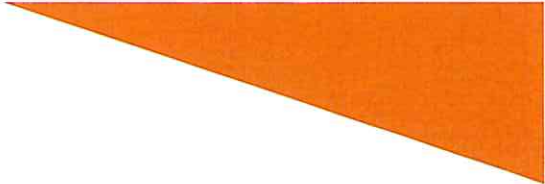
We estimate approximately Sixty (60) working days to complete upon material delivery Gates being installed have a 6-8 week lead time.

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Once accepted this proposal turns into a lump sum contract. Please contact us at 409-842-8181 at your convenience to discuss this estimate.

Respectfully submitted,
SETEX Construction Corp.

Michael Waidley
Project Manager

18-0237



Mailing Address:
P.O. Box 20678
Beaumont, Texas 77720-0678

December 5, 2018

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

BISD
Tim Klock
3395 Harrison Ave
Beaumont, TX 77701

Project: "BISD Annex Fence"

Subject: "Proposal"

General Contracting

Dear Mr. Klock

Construction Management

We are pleased to submit our Rough Order Of Magnitude proposal utilizing our # 20150803 SETX Purchasing Coop Contract based on local CCI.

Design-Build

Proposal Recap:

Job Order Contracting

- Demolish existing fence and gates and haul off
- Furnish and install approximately 100' of industrial 6' galvanized steel fence
- Furnish and install (2) new 16' cantilever gates for entrance and exit
- Gates will be automatic and motor operated
- Furnish and install (1) stand alone key reader for entrance and (1) automatic exit sensor
- Tie in power to existing panel located near A/C units
- Bore electrical lines underneath parking lot for both motor operators
- Continuous cleanup daily and final clean upon completion

Facilities Maintenance

Commercial

Industrial

Government

Total Price \$ 25,565.00

Healthcare

Infrastructure

Exclusions:

Unforeseen items beyond specified scope listed above, overtime, and liquidated damages.

Corporate

We estimate approximately Fifteen (15) working days to complete upon material delivery

Education

All electrical work will take place once site have been surveyed for all potential underground hazards.

Performing Arts

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Once accepted this proposal turns into a lump sum contract. Please contact us at 409-842-8181 at your convenience to discuss this estimate.

Historical

Respectfully submitted,
SETEX Construction Corp.

Matthew Ueding
18-0260





*"Your Complete Sports Floor
& Equipment Contractor"*

March 19, 2019

BID FOR: WEST BROOK HIGH SCHOOL
WATER DAMAGED REPLACEMENT GYM FLOOR

SECTION: Wood Gymnasium Flooring **Room#** OLD GYM
Supplier: Action Floor Systems, LLC.
System: Action Cush II+ Floating Panel System

Includes: Demo of existing flooring & dispose
Remove & reinstall existing bleachers

Install: 25/32" X 2 1/4" Random Length Maple Flooring 1ST Grade (straight-lay pattern only)
1/2" CD-X plywood subfloor
HPS Sleepers with 3/8" pads
10 mil. poly moisture barrier
Sand entire floor to smooth surface
2 coats PoloPlaz oil-based wood sealer
2" Painted game lines and details to match existing
2 coats PoloPlaz world class oil-based finish
3" X 4" Black rubber vent cove wall base
1/4" X 5" Aluminum Thresholds
Reinstall existing volleyball cover plates
2-year Bauer Limited Install Warranty & 1 year Manufacturer Warranty

Excluding: Sales Tax (tax exempt certificate must be provided or sales tax will be added to price below)
Any repairs to concrete/shimming to meet wood floor flatness requirement of 1/8" in 10ft.
Any cost for electrical hookup and breakers for sanding machines.
Any cost for final dusting of gym, bleachers, and ductwork.
Employee badges & background checks (All employees checked per Senate Bill 9 requirements)

PRICE: \$ 136,350.00 (pricing good for 60 days)
Pricing is based on surface conditions at the time of the inspection; any changes in the scope of work will require additional pricing.

Payment & Performance Bonds are available, but NOT included. (Add 2% to contract amount).
Pricing is based upon our standard insurance coverage; sample certificate available upon request.
[If awarded, please list all our exclusions in the contract.](#)

Sincerely,

J. Kirk Van Hook
President

BUYBOARD CONTRACT # 560-18





DAC, Inc.

Energy Management ☐ HVAC ☐ Lighting ☐ Access Control / CCTV/ Security Solutions ☐ Laboratory ☐ Cleanrooms ☐ Test and Balance

Texas Security License B16589

Texas Air Conditioning License TACLA44151C

NEBB #3505

February 12, 2019

Project: Beaumont ISD – Vincent Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
6	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 7,218.00
1	P3717-PLE	Axis 360 Deg Cam	\$ 1,203.00	\$ 1,203.00
3	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 279.00
3	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 123.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 5,075.00	\$ 5,075.00
		Total		\$ 13,898.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not included

Taxes are not included

Terms – Net 30 days.



DAC, Inc.

Energy Management ☐ HVAC ☐ Lighting ☐ Access Control / CCTV/ Security Solutions ☐ Laboratory ☐ Cleanrooms ☐ Test and Balance

Texas Security License B16589

Texas Air Conditioning License TACLA44151C

NEBB #3505

Acceptance:

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan below. This system proposal is intended to provide the customer partial protection of the designated premises.

Accepted By: _____

Date _____

Printed Name: _____

PO # _____

Title: _____

Jonathan Rackel
Business Development Manager
DAC, Inc.
Cell: 713-206-9669
Email: jrackel@dac-inc.com



DAC, Inc.

Energy Management ☐ HVAC ☐ Lighting ☐ Access Control / CCTV/ Security Solutions ☐ Laboratory ☐ Cleanrooms ☐ Test and Balance

Texas Security License B16589

Texas Air Conditioning License TACLA44151C

NEBB #3505

February 12, 2019

Project: Beaumont ISD – Taylor Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
5	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 6,015.00
2	P3717-PLE	Axis 360 Deg Cam	\$ 1,203.00	\$ 2,406.00
3	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 279.00
3	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 123.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 5,102.00	\$ 5,102.00
			Total	\$ 13,925.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not include Taxes are not included

Terms – Net 30 days.



DAC, Inc.

Energy Management ☐ HVAC ☐ Lighting ☐ Access Control / CCTV/ Security Solutions ☐ Laboratory ☐ Cleanrooms ☐ Test and Balance
Texas Security License B16589 Texas Air Conditioning License TACLA44151C NEBB #3505

Acceptance:

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan below. This system proposal is intended to provide the customer partial protection of the designated premises.

Accepted By: _____

Date _____

Printed Name: _____

PO # _____

Title: _____

Jonathan Rackel
Business Development Manager
DAC, Inc.
Cell: 713-206-9669
Email: jrackel@dac-inc.com



DAC, Inc.

Energy Management ☐ HVAC ☐ Lighting ☐ Access Control / CCTV/ Security Solutions ☐ Laboratory ☐ Cleanrooms ☐ Test and Balance

Texas Security License B16589

Texas Air Conditioning License TACLA44151C

NEBB #3505

February 12, 2019

Project: Beaumont ISD – Southpark Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
3	P3807-PVE	Axis 180 Deg Cam	\$ 3,609.00	\$ 3,609.00
0	P3717-PLE	Axis 360 Deg Cam	\$ 0.00	\$ 0.00
1	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 93.00
1	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 41.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 2,363.00	\$ 2,363.00
			Total	\$ 6,106.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not include Taxes are not included

Terms – Net 30 days.



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Texas Security License B16589

Texas Air Conditioning License TACLA44151C

NEBB #3505

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Date _____

Printed Name: _____

PO # _____

Title: _____

Jonathan Rackel
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NEBB #3505

February 12, 2019

Project: Beaumont ISD – Regina Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
11	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 13,233.00
1	P3717-PLE	Axis 360 Deg Cam	\$ 1,203.00	\$ 1,203.00
5	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 465.00
5	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 205.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 8,393.00	\$ 8,393.00
			Total	\$ 23,499.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not include Taxes are not included

Terms – Net 30 days.



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NEBB #3505

February 12, 2019

Project: Beaumont ISD – Pietzsch / Macarthur Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope and Pricing:

Qty	Part Number	Description	Price Each	Extended Price
7	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 8,421.00
1	P3717-PLE	Axis 360 Deg Cam	\$ 1,203.00	\$ 1,203.00
7	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 651.00
7	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 287.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 5,572.00	\$ 5,572.00
			Total	\$ 16,134.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not included

Taxes are not included

Terms – Net 30 days.



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NEBB #3505

February 12, 2019

Project: Beaumont ISD – Alternative School Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
6	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 7,218.00
2	P3717-PLE	Axis 360 Deg Cam	\$ 1,203.00	\$ 2,406.00
5	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 465.00
5	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 205.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 5,487.00	\$ 5,487.00
		Total		\$ 15,781.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not included

Taxes are not included

Terms – Net 30 days.



DAC, Inc.

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NEBB #3505

February 12, 2019

Project: Beaumont ISD – Odom Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
16	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 19,248.00
3	P3717-PLE	Axis 360 Deg Cam	\$ 1,203.00	\$ 3,609.00
10	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 930.00
10	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 410.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 11,770.00	\$ 11,770.00
			Total	\$ 35,967.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not included

Taxes are not included

Terms – Net 30 days.



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NEBB #3505

February 12, 2019

Project: Beaumont ISD – Martin Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
12	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 14,426.00
0	P3717-PLE	Axis 360 Deg Cam	\$ 0.00	\$ 0.00
5	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 465.00
5	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 205.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 8,376.00	\$ 8,376.00
		Total		\$ 23,472.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not include Taxes are not included

Terms – Net 30 days.



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NEBB #3505

February 12, 2019

Project: Beaumont ISD – Marshall Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
10	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 12,030.00
0	P3717-PLE	Axis 360 Deg Cam	\$ 0.00	\$ 0.00
7	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 651.00
7	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 287.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 7,511.00	\$ 7,511.00
			Total	\$ 20,479.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not included

Taxes are not included

Terms – Net 30 days.



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NEBB #3505

February 12, 2019

Project: Beaumont ISD – Maintenance / Warehouse / Fueling Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
16	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 19,248.00
0	P3717-PLE	Axis 360 Deg Cam	\$ 0.00	\$ 0.00
16	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 1,488.00
16	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 656.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 11,203.00	\$ 11,203.00
			Total	\$ 32,595.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not included

Taxes are not included

Terms – Net 30 days.



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NEBB #3505

February 12, 2019

Project: Beaumont ISD – Lucas Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
5	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 6,015.00
0	P3717-PLE	Axis 360 Deg Cam	\$ 0.00	\$ 0.00
3	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 279.00
3	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 123.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 3,841.00	\$ 3,841.00
		Total		\$ 10,258.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not include Taxes are not included

Terms – Net 30 days.



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NEBB #3505

February 12, 2019

Project: Beaumont ISD – ML King Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
13	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 15,639.00
2	P3717-PLE	Axis 360 Deg Cam	\$ 1,203.00	\$ 2,406.00
10	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 930.00
10	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 410.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 10,647.00	\$ 10,647.00
			Total	\$ 30,032.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not included

Taxes are not included

Terms – Net 30 days.



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NEBB #3505

February 12, 2019

Project: Beaumont ISD – Homer Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
8	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 9,624.00
1	P3717-PLE	Axis 360 Deg Cam	\$ 1,203.00	\$ 1,203.00
3	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 279.00
3	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 123.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As- Built creation / Project Management / Freight	\$ 5,505.00	\$ 5,505.00
			Total	\$ 16,734.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not included

Taxes are not included

Terms – Net 30 days.



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NEBB #3505

February 12, 2019

Project: Beaumont ISD – Roy Guess Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
6	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 7,218.00
2	P3717-PLE	Axis 360 Deg Cam	\$ 1,203.00	\$ 2,406.00
4	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 372.00
4	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 164.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 5,431.00	\$ 5,431.00
			Total	\$ 15,591.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not included

Taxes are not included

Terms – Net 30 days.



DAC, Inc.

Energy Management ☐ HVAC ☐ Lighting ☐ Access Control / CCVT/ Security Solutions ☐ Laboratory ☐ Cleanrooms ☐ Test and Balance

Texas Security License B16589

Texas Air Conditioning License TACLA44151C

NEBB #3505

Acceptance:

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Accepted By: _____

Date _____

Printed Name: _____

PO # _____

Title: _____

Jonathan Rackel
Business Development Manager
DAC, Inc.
Cell: 713-206-9669
Email: jrackel@dac-inc.com



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NEBB #3505

February 12, 2019

Project: Beaumont ISD – Fletcher Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
15	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 18,045.00
2	P3717-PLE	Axis 360 Deg Cam	\$ 1,203.00	\$ 2,406.00
10	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 930.00
10	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 410.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 11,078.00	\$ 11,078.00
			Total	\$ 32,869.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not included

Taxes are not included

Terms – Net 30 days.



DAC, Inc.

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NEBB #3505

February 12, 2019

Project: Beaumont ISD – Dishman Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope / Equipment:

9 – Axis P3807-PVE 180 Degree Camera

1 –Axis P3717-PLE 360 Degree Camera

5 – Outdoor Axis mounting arm and back box

10 – Removal / Re-position and installation labor

1 – Lot repair labor

Break Out

Qty	Part Number	Description	Price Each	Extended Price
9	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 10,827.00
1	P3717-PLE	Axis 360 Deg Cam	\$ 1,203.00	\$ 1,203.00
5	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 465.00
5	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 205.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 5,759.00	\$ 5,759.00
			Total	\$ 18,459.00



DAC, Inc.

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Texas Security License B16589

Texas Air Conditioning License TACLA44151C

NEBB #3505

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not included

Taxes are not included

Terms – Net 30 days.

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Texas Security License B16589

Texas Air Conditioning License TACLA44151C

NEBB #3505

February 12, 2019

Project: Beaumont ISD – Curtis Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
13	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 15,639.00
0	P3717-PLE	Axis 360 Deg Cam	\$ 0.00	\$ 0.00
6	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 558.00
6	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 246.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 9,353.00	\$ 9,353.00
			Total	\$ 25,796.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not include Taxes are not included

Terms – Net 30 days.



DAC, Inc.

Energy Management ☐ HVAC ☐ Lighting ☐ Access Control / CCTV/ Security Solutions ☐ Laboratory ☐ Cleanrooms ☐ Test and Balance

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NEBB #3505

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Texas Security License B16589

Texas Air Conditioning License TACLA44151C

NEBB #3505

February 12, 2019

Project: Beaumont ISD – Charlton Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
11	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 13,233.00
1	P3717-PLE	Axis 360 Deg Cam	\$ 1,203.00	\$ 1,203.00
6	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 558.00
6	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 246.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 9,106.00	\$ 9,106.00
		Total		\$ 24,346.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not include Taxes are not included

Terms – Net 30 days.



DAC, Inc.

Energy Management ☐ HVAC ☐ Lighting ☐ Access Control / CCTV/ Security Solutions ☐ Laboratory ☐ Cleanrooms ☐ Test and Balance

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NEBB #3505

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Texas Air Conditioning License TACLA44151C

NEBB #3505

February 12, 2019

Project: Beaumont ISD – Caldwell Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
15	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 18,045.00
1	P3717-PLE	Axis 360 Deg Cam	\$ 1,203.00	\$ 1,203.00
9	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 837.00
9	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 369.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 10,838.00	\$ 10,838.00
			Total	\$ 31,292.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not include Taxes are not included

Terms – Net 30 days.



DAC, Inc.

Energy Management ☐ HVAC ☐ Lighting ☐ Access Control / CCTV/ Security Solutions ☐ Laboratory ☐ Cleanrooms ☐ Test and Balance

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Texas Air Conditioning License TACLA44151C

NEBB #3505

February 12, 2019

Project: Beaumont ISD – Blanchette Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
12	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 14,436.00
0	P3717-PLE	Axis 360 Deg Cam	\$ 0.00	\$ 0.00
4	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 372.00
4	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 164.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 8,500.00	\$ 8,500.00
		Total		\$ 23,472.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not include Taxes are not included

Terms – Net 30 days.



DAC, Inc.

Energy Management ☐ HVAC ☐ Lighting ☐ Access Control / CCTV/ Security Solutions ☐ Laboratory ☐ Cleanrooms ☐ Test and Balance

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NEBB #3505

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Date _____

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Texas Air Conditioning License TACLA44151C

NEBB #3505

February 12, 2019

Project: Beaumont ISD – Bingman Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
7	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 8,421.00
0	P3717-PLE	Axis 360 Deg Cam	\$ 0.00	\$ 0.00
3	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 279.00
3	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 123.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 5,058.00	\$ 5,048.00
		Total		\$ 13,871.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not included

Taxes are not included

Terms – Net 30 days.



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Texas Air Conditioning License TACLA44151C

NEBB #3505

February 12, 2019

Project: Beaumont ISD – Annex A & B Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
4	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 4,812.00
1	P3717-PLE	Axis 360 Deg Cam	\$ 1,203.00	\$ 1,203.00
1	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 93.00
1	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 41.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 3,756.00	\$ 3,756.00
		Total		\$ 9,905.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not included

Taxes are not included

Terms – Net 30 days.



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Texas Security License B16589

Texas Air Conditioning License TACLA44151C

NEBB #3505

February 12, 2019

Project: Beaumont ISD – Amelia Camera Replacements

Choice Partners Contract Number: 15/037JN-02

DIR Contract: DIR-TSO-3647

Attention: Toni Mcpherson

DAC, Inc. is pleased to offer the following pricing for the camera replacements and repairs for the above-mentioned school. Pricing include equipment and labor to replace the following cameras:

180 Degree Camera – Axis P3807-PVE

360 Degree Camera – Axis P3717-PLE

Scope / Equipment:

Qty	Part Number	Description	Price Each	Extended Price
15	P3807-PVE	Axis 180 Deg Cam	\$ 1,203.00	\$ 18,045.00
0	P3717-PLE	Axis 360 Deg Cam	\$ 0.00	\$ 0.00
10	T94V02D	Axis PENDANT KIT 180 Degree Camera	\$ 93.00	\$ 930.00
10	T91E61	Axis WALL MOUNT 180 Degree Camera	\$ 41.00	\$ 410.00
1	Install Labor	Removal of existing CCTV Camera / Installation of new CCTV camera / UV Repair / Programming and Mapping in VMS Software / Project Engineering(Drawing As-Built creation / Project Management / Freight	\$ 10,124.00	\$ 10,124.00
			Total	\$ 29,509.00

ADDITIONAL NOTES:

Pricing is for equipment listed above, pricing is to remove existing CCTV camera and install new multi-sensor camera as shown on the drawings, pricing does not include new cabling / network switches or equipment unless listed above. Camera locations requiring new conduit or cabling (cabling and conduit) provided by others. Lift cost not included

Taxes are not included

Terms – Net 30 days.



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Board Exhibit Cover Sheet

Meeting Date: May 16, 2019

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

Agenda Item Title: Approve Membership of OMNIA Partners Purchasing Cooperative

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Clifton English

Executive Summary: The district has current memberships with the TCPN and US Communities purchasing cooperatives. These two purchasing cooperatives have merged to form OMNIA Partners. This merger requires that all members complete a new resolution approving membership.

Recommendation: To approve membership of the OMNIA Partners purchasing cooperative.

Budget Impact* (if applicable):

Funding Source (if applicable):

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements): Ch. 44.031

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

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


Cabinet Level Presenter's Signature


Date

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

Date



Board Exhibit Cover Sheet

Meeting Date: May 16, 2019

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

Agenda Item Title: Increase Contract Amount for Dragonfly Interpreting Services

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Kerri Courville

Executive Summary: The current contract with Dragonfly Interpreting Services was approved by the board in July 2018. The attached contract amendment increases the contracted amount for interpreting services from \$250,000 to \$257,650 for a difference of \$7,650.00. The additional services are needed to provide for the needs of students in the Regional Day School Program for the Deaf.

Recommendation: Approve the contract amendment to Dragonfly Interpreting Services in the amount \$257,650.00

Budget Impact* (if applicable): \$7,650.00

Funding Source (if applicable): Federal Fund

Compliance with Purchasing Guidelines (list applicable guidelines, including grant requirements): Ch. 44.031

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

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



Cabinet Level Presenter's Signature



Date

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

Date

General Counsel's Signature

Date



AMENDMENT NUMBER 1
TO THE AGREEMENT BETWEEN
BEAUMONT INDEPENDENT SCHOOL DISTRICT
AND

Dragonfly Interpreting Services
(Contractor)

RE: Beaumont ISD Independent Contractor Amended Agreement

This Amendment, entered into as of the date of the last signature displayed below, modifies the contract award between

Beaumont I.S.D. and Dragonfly Interpreting Services (Contractor) as follows:

1. Definitions: All definitions set forth in this agreement, including the general contract terms and conditions contained in the solicitation, shall have the same meaning unless stated otherwise in this Amendment.
2. Amendment Terms to be changed: Amendment No. 1 is issued to increase Dragonfly Interpreting Services by \$7,650 to cover the interpreting for the remainder of the 2018-19 school year. Contract increase total of \$257,650.00
3. By signature below, the parties agree that all other terms and conditions of the Agreement are to remain unchanged and shall continue in full force and effect during this period.

In witness whereof, the parties hereto have executed this Amendment under their respective hands.

THE DISTRICT:
BEAUMONT INDEPENDENT SCHOOL DISTRICT

(signature)

(print)

Title of District Administrator

Date: _____

INDEPENDENT CONTRACTOR:

Heather Moore
(signature)

Heather Moore
(print)

Address: 2190 Harrison St.

Burst, TX 77701
City State ZIP Code

Date: 5/7/19



Board Exhibit Cover Sheet

Meeting Date: May 16, 2019

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

Agenda Item Title: Southeast Texas Regional Day School Program for the Deaf, SSA

Cabinet Level Presenter(s): Tammy Diller, Sr. Director of Special Ed

Additional Presenter(s):

Executive Summary: This is an agreement between Beaumont ISD and the Southeast Texas Regional Day School Program for the Deaf to provide services to students who are deaf/hard of hearing.

Recommendation: Approve agreement.

Budget Impact* (if applicable): Based on number of students

Funding Source (if applicable): General funds

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): Miles Bradshaw, KBS Law Group

Cabinet Level Presenter's Signature

Date

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

Date

General Counsel's Signature

Date

Southeast Texas Regional Day School Program for the Deaf

Shared Services Arrangement

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

MEMBERS AGREE:

1. General Provisions

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby the Members may provide for the efficient delivery of legally required special education and related services to eligible students who are deaf or hard of hearing, properly enrolled as a student with the Member Districts, and who meets eligibility requirements as a student with an auditory impairment under the IDEA. Any such student will be eligible for consideration for the SETX RDSPD, subject to the student's Admission, Review, & Dismissal ("ARD") Committee recommendations.

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

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

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

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

1.6 SETX RDSPD Auditory Impairment Continuum of Services includes the following: (1) DHH (Deaf and Hard of Hearing) Consult. The student has an auditory impairment under IDEA and requires specially designed instruction. (For example, this student may need monthly/yearly consult services by an AI teacher.) (2) Itinerant (Infants and Toddlers 0-3). (For example, this student has an auditory impairment under IDEA-Part C and is being served through early childhood intervention.) This student may need weekly services of an AI teacher provided to the parents. (3) Itinerant (School Aged). (For example, this student has an auditory impairment under IDEA and requires specially designed instruction. The student may need weekly direct services of an AI teacher to address unique communication, auditory, language and emotional needs.) (4) Full-Time . The student who attends the cluster site campus has an auditory impairment under IDEA and requires specially designed instruction. (For example, this student needs daily direct services of an AI teacher, access to sign language interpreting services and access to deaf peers to address unique communication, auditory, language and emotional needs.) (5) Texas School for the Deaf. The student who attends the Texas School for the Deaf has an auditory impairment under IDEA and requires specially designed instruction. (For example, this student needs daily direct intensive services of an AI teacher and access to deaf culture.) This can be a parent initiated placement or a district placement.

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

1.8 SETX RDSPD is responsible for audiological services and equipment for eligible students from Members.

2. Management

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

The Chairperson is responsible for the following:

- 1) Establish time and location for Management Board meetings;
- 2) Develop meeting agendas and chair all meetings of the Management Board;

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

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

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

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

2.5 Unless otherwise provided herein, Management Board actions require the approval of a majority of a quorum of Members. A quorum is defined as a majority of all of the Members (17 Members constitute a quorum). The Chairperson has discretion to allow for votes by proxy to be submitted by written or electronic communication.

2.6 It is agreed and understood that the Management Board does not have the authority to revise or amend this Agreement absent approval from all governing bodies of the Members.

2.7 The Management Board may by a majority vote of its membership, recommend revocation of the membership of a Member for non-compliance with the terms of the Agreement, or for non-compliance with the operating guidelines of the SETX RDSPD. All TEA timelines and requirements shall apply to any reconfiguration unless the Agency waives the timelines in writing and submits to the Fiscal Agent the written Agency waiver. The Management Board shall submit its recommendation to revoke the membership of the Member to the Members' governing bodies for final approval by each governing body. The governing body of the Member being recommended for revocation shall have no vote in such proceeding. Revocation will be subject to the approval of all Members with the exception of the Member being recommended for revocation. The withdrawing Member

retains responsibility for any legal fees or other costs associated with the reconfiguration as determined by the SETX RDSPD, not to exceed \$5,000.00.

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

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

3. Personnel

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

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

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

3.4 The Fiscal Agent shall be responsible for salary levels and other compensation and benefits for personnel who are providing direct and related services for the SETX RDSPD.

3.5 All SETX RDSPD personnel including, but not limited to, the Director, Auditory Impairment Specialist, classroom teachers, itinerant teachers, parent-infant teachers, auditory enrichment teacher, diagnostician, audiologist, speech language pathologist, deaf education counselor, , interpreters, paraprofessionals, clerical staff and any SETX RDSPD office personnel are employed by the Fiscal Agent and are subject to the personnel policies of the Fiscal Agent, including, but not limited to, all policies governing contracts, at will employment, standards of conduct, salary schedule, leave and other benefits. Requirements for professional growth shall be determined by the Fiscal Agent. Hiring and termination authority is solely within the discretion of the Fiscal Agent. Personnel may be added beyond those specified herein contingent upon growth and SETX RDSPD Director recommendations.

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

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

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

4. Fiscal Agent

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

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

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

4.4 The SETX RDSPD is funded as follows:

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

4.5 Except as otherwise provided herein, the Fiscal Agent will prepare and submit any reports or applications required by federal or state law or SETX RDSPD Operating Guidelines. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member's failure to maintain its effort.

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

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

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

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

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

5. Member's General Obligations

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

Agent's request for program funds.

5.2 Each Member will be liable for any cost associated with it's out of district, non-public or private school placed students. This includes any transportation cost incurred as a result of a Member's initiated placement in the Texas School for the Deaf.

5.3 Each Member agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the SETX RDSPD operations. Members retain responsibility for maintaining student eligibility folders.

5.4 The Fiscal Agent shall provide suitable and sufficient classroom space to accommodate students of the program who are Auditorially Impaired as well as office space for supportive personnel as requested by the SETX RDSPD and retain responsibility for costs related to such classroom facilities.

5.5 A Member may withdraw by notifying the Chairperson and other Members by September 1 prior to the end of the fiscal year that Member intends to be its final year in the SSA and the Texas Education Agency of its intention to withdraw by February 1 or any other TEA timelines governing reconfigurations. Additionally, the Fiscal Agent will notify the Texas Education Agency of the Member's request to withdraw by February 1. The withdrawing Member, shall return to the SSA any personal property, including but not limited to, supplies, equipment, testing materials, computers, assistive technology, in its possession to the RDSPD based upon the annual inventory in effect at the time of the reconfiguration. It is further agreed that the withdrawing Member will not be entitled to any carry over funds. The withdrawing Member retains responsibility for any legal fees or other costs associated with the reconfiguration as determined by the SETX RDSPD, not to exceed \$5,000.00.

5.6 Except as otherwise provided herein, Members are ultimately responsible for the education of all students with Auditory Impairments properly enrolled or residing within its district boundaries, whether the child is served in the local program, the SETX RDSPD, or other placements. Such responsibility includes the provision of any related services as determined necessary by the ARD committee. For students who are being serviced in the site or through the itinerant programs, the SETX RDSPD will make available the following services for eligible students:

- Audiological Services
- AI Instructional Services to Students
- Student Appraisal support
- Auditory Training
- Speech and Language Therapy (Site Only)
- Itinerant Teachers
- Specialized Assistive Listening Devices
- Interpreter Services (Site Only)
- Parent Education
- Program Evaluation
- Staff Training
- Program Supervision
- Consultative Services
- Attend Admission, Review, and Dismissal (ARD) Committee meetings as

needed

The Provision of any services referenced in provision 5.6 is contingent upon the ARD Committee determination that such services are necessary for the provision of a Free and Appropriate Public Education (FAPE).

5.7 Initial evaluation for eligibility is the financial responsibility of the Member wherein the student resides. A SETX RDSPD teacher and the Educational Audiologist will be involved in the evaluation process. The re-evaluation of SETX RDSPD full-time students is the responsibility of the SETX RDSPD. The SETX RDSPD will fund the otological portion and complete the AI portion of re-evaluations for itinerant students. The Member where the itinerant student resides may seek support for the evaluation from the home district and/or SETX RDSPD, but the serving Member retains responsibility for the completion of the re-evaluation.

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

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

5.10

6. Non-Member Services

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

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

by the student or his or her parents.

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

6.4 The form of the Interlocal contract for non-member LEA educational services is attached as Exhibit "A".

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

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

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

7. Fiscal Practices

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

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

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

8. Dissolution

8.1 Dissolution of the SSA shall require the affirmative vote of a majority of the Management Board and a majority of the governing bodies of each Member. Upon dissolution, an appraisal of all personal property shall be conducted by the SETX RDSPD. The appraised value and the amount of the SSA funds remaining at the time of the dissolution is effectuated, shall be divided equally among the Members. All TEA timelines

and requirements for documentation of affected parties shall apply. After an audit and full satisfaction of all charges and liabilities have been determined, the dissolution will take effect on July 1.

9. Risk of Loss

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

9.2 Each Member will insure its owned or leased vehicles use in the transportation of students with disabilities for the statutory maximum limits of school district liability for motor vehicle accidents. The SETX RDSPD or the Fiscal Agent does not provide transportation and does not utilize vehicles for the furtherance of this program.

10. Transportation

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

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

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

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

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

12. The Site Program Determination

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

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

13. Legal Responsibilities

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

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

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

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

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

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

14. The Agreement

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

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

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

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

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

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

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

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

[END]

Southeast Texas Regional Day School Program for the Deaf

EXHIBIT "A" ADDENDUM TO SHARED SERVICES ARRANGEMENT FOR NON-MEMBER SCHOOL DISTRICT CONTRACTED SERVICES

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

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

WHEREAS, pursuant to the SETX RDSPD SSA dated _____, 2019, the SSA may provide Deaf Services to Non-Member LEAs, as requested by TEA, by and through a contract for services;

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

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

WHEREAS, both parties acknowledge and have found it will increase the efficiency and effectiveness of their respective entities as required by Section 791.001, *et seq.* of the Texas Government Code, the Texas Interlocal Cooperation Act ("the Act"), and will comply with the Division of IDEA Coordination, TEA, RDSPD SSA Procedures and will be in their best interests and the interest of the public to cooperate in the provision of Deaf Services as set forth in this Agreement.

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

1. Purpose

Pursuant to Chapter 791 of the Act, the Non-Member LEA and the fiscal agent of the SSA (on behalf of the "SSA"), are each public entities, entering into this Agreement for the purpose of providing governmental functions in which the parties are mutually interested and with each party performing functions they would be authorized to perform individually; specifically: deaf education services and services for the public health and welfare.

2. General Agreement

The parties understand and agree that the availability of Deaf Services hereunder will be determined at the time a Request for Non-Member services is submitted to the SSA. Upon approval by the SSA of availability of services, the Non-Member LEA and SSA hereby agree to cooperate as further set forth in this Agreement in the provision of the Deaf Services. The Deaf Services consist of those identified on Exhibit "A" (Description of Deaf Services) attached hereto.

3. SSA Responsibilities

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

4. Non-Member LEA Responsibilities

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

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

- f. It is agreed and understood that the continued delivery of services to students of Members of the SSA will take precedence over Non-Member LEA students. When determining whether or not existing SSA personnel may service Non-Member LEA student(s), assurances shall be provided to the members that the Member students will continue to receive appropriate services. This Agreement may be terminated, consistent with the termination clause set forth herein, should the SSA, in its sole discretion and at any time, determine that existing personnel or contract employees cannot adequately serve Non-Member LEA students while maintaining its obligation to serve Member students.
- g. Non-Member LEAs are responsible for the education of each student with auditory impairments who resides within that Non-Member LEA's boundaries regardless of whether the student is served in the Non-Member LEA's local program, SSA or other placements. Such responsibility includes the provision of any related services as determined necessary by the student's ARD Committee. Except as otherwise provided herein, the Non-Member LEA, through this Interlocal contract, may retain Deaf Services based upon the fee schedule set forth in Exhibit "B" (Fee Schedule) attached hereto.
- h. Child Find and the determination of eligibility for Deaf Services is the sole responsibility of the Non-Member LEA. The Non-Member LEA will not be allowed to access SSA services without the submission of the required evaluations for Deaf Services eligibility of its students.
- i. Non-Member LEA agrees to comply with applicable federal and state law and the SSA Administrative Guidelines. Noncompliance, as determined by the SSA, will result in a termination of services, as set forth in the termination clause herein.
- j. Non-Member LEA is solely responsible for transportation of its eligible students to each facility at which SSA Deaf Services are provided, including providing all required insurance for vehicles used in such transportation.

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

5. Miscellaneous

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

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

 Beaumont, TX _____

To the Non-Member LEA:
 ATTN: _____
 _____, TX _____

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

- d. Parties Bound. This Agreement shall be binding upon, and inure to the

benefit of, the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

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

parties.

- k. The parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.
- l. Exhibits Incorporated. All exhibits to this Agreement are incorporated by reference as if completely set out herein.
- m. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of SSA and the Non-Member District, respectively.
- n. No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by SSA, the Members, Non-Member LEAs, or the past or present officers, employees, or agents of Non-Member LEAs and Members.
- o. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the SSA and the Non-Member LEA.
- p. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- q. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.

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

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

NON-MEMBER LEA

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

SETX RDSPD SSA

By: _____

Kerri Courville, Director RDSPD
Beaumont ISD, Fiscal Agent

Southeast Texas Regional Day School Program for the Deaf

EXHIBIT "B" ADDENDUM TO SHARED SERVICES ARRANGEMENT FOR NON-MEMBER CHARTER SCHOOL CONTRACTED SERVICES

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

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

WHEREAS, pursuant to the SETX RDSPD SSA dated _____, 2019, the SSA may provide Deaf Services to Non-Member LEAs, as requested by TEA, by and through a contract for services;

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

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

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

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

1. Purpose

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

2. General Agreement

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

the provision of the Deaf Services. The Deaf Services consist of those identified on Exhibit "A" (Description of Deaf Services) attached hereto.

3. SSA Responsibilities

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

4. Non-Member LEA Responsibilities

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

may service Non-Member LEA student(s), assurances shall be provided to the members that the Member students will continue to receive appropriate services. This Agreement may be terminated, consistent with the termination clause set forth herein, should the SSA, in its sole discretion and at any time, determine that existing personnel or contract employees cannot adequately serve Non-Member LEA students while maintaining its obligation to serve Member students.

- g. Any participation in the SSA programs by a Non-Member LEA representative or employee, whether on a paid or volunteer basis, shall be considered within the course and scope of the employee's Non-Member LEA employment. Non-Member LEA shall provide such employee or representative with appropriate supervision during all times they are performing duties associated with the provision of SSA services, regardless of the time of day or the location where the duties are performed. The SSA representative shall have no duty to supervise or provide supervision or assistance to such persons.
- h. Non-Member LEAs are responsible for the education of each student with auditory impairments who resides within that Non-Member LEA's boundaries regardless of whether the student is served in the Non-Member LEA's local program, SSA or other placements. Such responsibility includes the provision of any related services as determined necessary by the student's ARD Committee.
- i. Child Find and the determination of eligibility for Deaf Services is the sole responsibility of the Non-Member LEA. The Non-Member LEA will not be allowed to access SSA services without the submission of the required evaluations for Deaf Services eligibility of its students.
- j. Non-Member LEA agrees to comply with applicable federal and state law and the SSA Administrative Guidelines. Noncompliance, as determined by the SSA, will result in a termination of services, as set forth in the termination clause herein.
- k. Non-Member LEA is solely responsible for transportation of its eligible students to each facility at which SSA Deaf Services are provided, including providing all required insurance for vehicles used in such transportation.

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

insurance shall be on an excess or contingent basis; and

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

5. Miscellaneous

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

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

Beaumont, TX _____

To the Non-Member LEA:
ATTN: _____

_____, TX _____

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

after deposit in the mail.

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

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

- k. The parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.
- l. Exhibits Incorporated. All exhibits to this Agreement are incorporated by reference as if completely set out herein.
- m. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of SSA and the Non-Member District, respectively.
- n. No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by SSA, the Members, Non-Member LEAs, or the past or present officers, employees, or agents of Non-Member LEAs and Members.
- o. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the SSA and the Non-Member LEA.
- p. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- q. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.

[INTENTIONALLY LEFT BLANK]

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

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

NON-MEMBER LEA

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

SETX RDSPD SSA

By: _____

Kerri Courville, Director RDSPD
Beaumont ISD, Fiscal Agent