

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

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Thursday, July 20, 2023

Regular Meeting

5:00 PM

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

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

**5:00 PM - (CALL TO ORDER)**

- I. INTRODUCTION
  - A. ROLL CALL
  - B. GRIEVANCE HEARING
    - 1. Level 3 Student Grievance Hearing: Sidney “Sam” Marchand
  - 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, 551.083, 551.084 AND/OR 551.087, TO DELIBERATE ON THE FOLLOWING:
    - 1. LEGAL
      - a. Pending or contemplated litigation matters and status report
      - b. Matters on which the school district legal counsel's duties to the school district under the Texas Disciplinary Rules of Professional Conduct or the State Bar of Texas Clearly conflicts with the Texas Open Meetings Act
        - 1. BISD Memorial Stadium Naming Rights
        - 2. Thompson & Horton LLP Engagement
    - 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. Level 3 Parent Grievance Hearing: L.S.
        - 2. Board Committee Assignments
    - 3. REAL ESTATE
      - a. Deliberation regarding the purchase, exchange, lease or value of real property
        - 1. State of Texas v. Richmond Bennett, Cause No. 138152 Disclaimer of Interest
    - 4. ECONOMIC DEVELOPMENT
      - a. Deliberation regarding an offer of a financial or other incentive to a business prospect related to economic development negotiations
- II. BOARD ROOM (REGULAR OPEN BOARD MEETING)
  - A. INTRODUCTION OF REGULAR MEETING
    - 1. United States and Texas Flags Pledges of Allegiance
    - 2. Recognitions
  - B. STUDENT OUTCOMES
    - 1. Superintendent’s Report
    - 2. Cabinet Report
      - a. Campus Update - Paul Brown



# Texas Education Agency



## APPLICATION

Updated May 2021

## Optional Flexible School Day Program (OFSDP)

\_\_\_\_\_ School Year

**ELIGIBLE APPLICANTS:** The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

## **Definition of Program Provisions**

### **Eligible Students**

A student is eligible to participate in an optional flexible school day program (OFSDP) authorized under the Texas Education Code [\(TEC\) §29.0822](#), if:

1. the student meets one of the following conditions:
  - the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
  - the student is attending a campus implementing an approved innovative campus plan; or
  - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
  - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
  - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

**and**

2. there is an agreement in writing to the student's participation
  - by the student, if the student is over 18 years of age; or
  - by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

### **Assessment**

The student must take the required state assessments specified under the [TEC, §39.023](#), during the regularly scheduled assessment calendar.

### **Participation in University Interscholastic League (UIL)**

A student enrolled in an OFSDP under the [TEC, §29.0822](#), may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

### **Attendance Credit**

A student attending an OFSDP under the TEC, §29.0822, may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

### **Board Approval**

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP (see Appendix Two).

## **Continuation or Revocation of Program Authorization**

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

## **Reporting Requirements**

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

## Provisions of Agreement

### Article I – Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the “TEA,” and

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(Legal Name of School District or Open-Enrollment Charter School)

located at

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(Physical Address)

hereinafter referred to as “district.”

### Article II – Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

### Article III – Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

### Article IV – Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

### Article V – General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an “X” beside it:

- Appendix One, Assurances
- Appendix Two, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)
- Appendix Four, Contact Sheet
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)

## Article VI – Application Process

- For questions or assistance regarding this application, email [opfex@tea.texas.gov](mailto:opfex@tea.texas.gov) or call 512-463-9294.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix 5 should be at least thirty (30) days after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Email the complete application and attachments to: [opfex@tea.texas.gov](mailto:opfex@tea.texas.gov).
- Email subject line should indicate: OFSDP Application - District Name, County District Number

## Article VII – Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name \_\_\_\_\_

\_\_\_\_\_ Authorized Signature

Typed Title \_\_\_\_\_

## Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

**PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.**

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
  - the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
  - the student is attending a campus implementing an approved innovative campus plan; or
  - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
  - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
  - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student’s participation
  - by the student, if the student is over 18 years of age; or
  - by the student and the student’s parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. to ensure all instructional materials and facilities are comparable or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the [Student Attendance Accounting Handbook](#).

8. to comply with all reporting requirements established by the TEA;
9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

**AGREED** and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

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Name, Title, and Telephone Number of School Board President

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Signature of SchoolBoard President

Date

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Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

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Signature of Person Authorized to Bind the District or Charter School

Date

**Appendix Two**  
**Board Approval**

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

**PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.**

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.
2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: \_\_\_\_\_

Day: \_\_\_\_\_

Year: \_\_\_\_\_

Time: \_\_\_\_\_

Location: \_\_\_\_\_

**AGREED** and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

\_\_\_\_\_  
Name, Title, and Telephone Number of School Board President

\_\_\_\_\_  
Signature of School Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

\_\_\_\_\_  
Signature of Person Authorized to Bind the District or Charter School

\_\_\_\_\_  
Date

## Appendix Three Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three, Attendance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

**PAGE LIMIT: SUBMIT A SEPARATE PDF TO CONCISELY PROVIDE THE INFORMATION BELOW, LABELED WITH THE CORRESPONDING NUMBER, FOR APPENDIX THREE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.**

1. Indicate the expected start date of the district’s OFSDP.
2. Indicate the estimated number of OFSDP students that will be served per teacher.
3. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the [Student Attendance Accounting Handbook](#).
4. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. Explain the following:
  - a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
  - b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
  - c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present x 240).
  - d. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).
  - e. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

**NOTE: absences and days present do not exist in the OFSDP**

5. **If** students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), must include the following:
  - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
  - b. Describe the individual learning plan or process used to monitor each student’s progress.
  - c. Indicate how students will be served by an academic coach and local advocate.
  - d. Indicate the date of the month that monthly student progress reports will be provided to the student’s school district.
  - e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.



## **Appendix Three The Paul Brown Learning Center Beaumont Independent School District**

### **Program Goals and Objectives**

The Beaumont Independent School District would like to provide additional opportunities for those students who are identified as “at-risk” under the Texas education code by providing scheduling flexibility under the Optional Flexible School Day Program (OFSDP). The Optional Flexible School Day Program would provide students the opportunity to meet academic requirements for graduation, which is the primary goal of the program. The secondary goal is to provide a smooth transition to post-secondary institutions and/or Military and Career Readiness. The objective of the program would be to facilitate opportunities for students to recovery credit and provide remediation for state assessments supporting the requirements for graduation.

### **Proposed Schedule**

Students would be able to flex within three prescribed sessions: One morning session—7:35 - 11:00, one Afternoon session—1:00-3:00 and one evening session—3:30 - 7:30. The evening session would only convene four days per week—Monday thru Thursday. Students would be able to participate in one or all three sessions depending on the unique needs of the student.

### **Staff Positions and Resource Personnel**

The Principal of the Paul Brown Learning Center will serve as the Director for the program during the morning and afternoon sessions. A coordinator would provide oversight during the evening session. Eight highly qualified teachers shall provide instruction during the morning and afternoon sessions. The evening sessions will have five highly qualified teachers, either from the Paul Brown Center or other schools within the Beaumont ISD. These teachers will work for 4.0 hours after school, four times a week. There will be an assigned counselor and PEIMS Clerk during morning and afternoon sessions. The PEIMS Clerk will work two hours—during the first two hours—of the evening session.

### **Staff Qualifications and Standards**

Staff members will be selected based on their certification. Teachers must be certified in the areas that they teach and the counselor will have a master’s degree with a certification in guidance and counseling. The PEIMS Clerk must show proficiency in the PEIMS and attendance process.

### **Student Identification**

Students who are over age, 11<sup>th</sup> or 12<sup>th</sup> grade cohort, and are labeled at-risk or who dropped out will be eligible to complete an application to the program. Special attention will be provided to those students who are at risk of not graduating with their cohort, as well as seniors who are missing three credits or less and/or one or more sections of EOC assessments. Teachers, counselors, administrators and PEIMS clerk will review data on students to determine students that meet criteria for entrance into the program.



### **Enrollment Process**

The students that have been identified and meet the criteria will be allowed to complete an application for enrollment to the OFSDP. The attendance committee, including the principal, counselor and PEIMS clerk, will review the application and certify the students enrollment to the program. The counselor will meet with the students and parents who have been approved for the program and obtain consent and explain the requirements of the program. Upon acceptance, the students will be given a projected schedule of instruction, which includes direct instruction and independent practice and participation in the edgunuity program. The counselor and the PEIMS clerk will register the student and add student to the OFSDP PEIMS and attendance rosters. The principal and district level personnel will monitor the attendance and performance. The approximate number of Optional Flexible School Day Program students that will be served per teacher will be 5.

### **State Assessments**

The students will be administered the state mandated exams at the Paul Brown campus the district's prescribed assessment schedule.

### **Special Programs**

The Paul Brown's Optional Flexible School Day Program will provide special education, Career and Technology education and pregnancy related services through our district resources and infrastructure. All teachers will be certified in their content areas and all services will comply with the student attendance accounting handbook.

### **Attendance Tracking**

The attendance tracking for the program will begin with the teacher of record. Teachers will track the number of minutes students attend each day and certify the students' minutes with their signature each day. The PEIMS clerk, after receipt from teachers, will enter the attendance for accountability purposes in accordance with the state's attendance handbook, using TEAMS attendance system at the end of each week. The PEIMS clerk will maintain all records pertaining to optional flexible scheduling in their office.

### **Minutes Tracking**

Students under the OFSDP will not receive more than 10,800 minutes per course, and the minutes will be monitored between the two programs by applying the TEA recommended formula:  
Maximum OFSDP minutes eligible per student =  $(180 - \text{Traditional Days present}) \times 240$ .

Student detail Audit reports will be made available in the opflex campus-based records binder and reviewed and certified by the Beaumont ISD's Student Services Department.

## Appendix Four Contact(s) Sheet

The definition of terms of the application applies to this Appendix Four, Contact Sheet. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement:

**PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FOUR, CONTACT SHEET. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.**

### District Contact(s) for the Application

<b>Contact Name:</b>	
<b>District Superintendent or Charter School Chief Operations Officer:</b>	
<b>Mailing Address:</b>	
<b>City, State, Zip Code:</b>	
<b>Telephone Number:</b>	
<b>Alternate Telephone Number:</b>	
<b>Fax Number:</b>	
<b>Email Address:</b>	

<b>Contact Name:</b>	
<b>Email Address:</b>	

<b>Contact Name:</b>	
<b>Email Address:</b>	

<b>Contact Name:</b>	
<b>Email Address:</b>	

***NOTE: Most of the contact for the approved OFSDP is done via email. A valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.***

**Appendix Five**  
**Participating Campuses, Student Eligibility, and Period of Agreement**

The definition of terms of the application applies to this Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement:

**PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FIVE, PARTICIPATING CAMPUSES, STUDENT ELIGIBILITY, AND PERIOD OF AGREEMENT. ALL INFORMATION REQUESTED MUST BE INCLUDED ON THIS TEMPLATE AND SUBMITTED IN A SEPARATE EXCEL FILE.**

Download and complete Appendix 5, which can be found on the [OFSDP webpage](#) under the *Applications and Templates* section.

Once completed, email the following to [OPFLEX@tea.texas.gov](mailto:OPFLEX@tea.texas.gov):

1. The application (in PDF file format)
2. Appendix Three (in PDF file format)
3. Appendix Five (in MS Excel file format)

# Optional Flexible School Day Program (OFSDP)

## School Year 2021-2022

(Updated May 2021)

<b>District Number</b>	<b>Insert 6-digit district number here</b>	<b>ELIGIBILITY DESIGNATION</b> 1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College HS 4 = TEC §39A Campus Turnaround Plan 5 = Credit Recovery 6 = TEC §29.081 (e-1) Campus Dropout Recovery 7 = TEC §29.081 (e-2) Online Dropout Recovery	<b>School Year Period of Agreement</b> (Reported in TSDS PEIMS Summer Collection 3)  Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4	<b>Credit Recovery - De</b> (Reported in TSDS PEIMS E  Students may not be reported v total on the 42400 Basic Ati and 42500 Flex Attendance  Summer period of agreement
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Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Total Students	Start Date	End Date	Proposed Days: SUMTWTWHS	Minutes Per Day	Start Date	End Date
123910012	PAUL A BROWN ALTERNATIVE CENTER	1				5							720	10/1/21	6/1/22
123910012	PAUL A BROWN ALTERNATIVE CENTER	1				5						MTWTH	720		
000000000															
000000000															
000000000															
000000000															



**Designation 5 only**  
(Extended Collection 4)

with more than one ADA in  
Attendance Collection 3  
in collections 3 and 4

is not to exceed 30 days

Proposed Days: SUMTWTWFS	Minutes Per Day
MTWTHF	720



**Tax Collection Report**  
*June 30, 2023*

	<b>Taxes Collected</b>			
	<b>6/30/23</b>		<b>6/30/22</b>	
	M & O	I & S	M & O	I & S
Current	373,637.10	103,844.62	372,142.01	103,428.89
Delinquent	114,214.70	28,652.52	98,768.18	24,598.61
Penalties & Interest	153,908.86	39,159.88	100,278.93	25,193.11
<b>Totals</b>	<b>641,760.66</b>	<b>171,657.02</b>	<b>571,189.12</b>	<b>153,220.61</b>

<b>Current Taxes</b>			
Tax Levy	Collections for 06/30/2023	YTD Current Collections	Collected Percentage
150,211,043.69	477,481.72	146,303,723.24	97.40%

<b>Two Year Comparison</b>	
Current Year as of 06/30/2023	Current Year as of 06/30/2022
97.40%	97.79%

**AGENDA:**  
July 20, 2023



**BEAUMONT INDEPENDENT SCHOOL DISTRICT**  
**GENERAL FUND**  
General Fund Summary  
June 30, 2023

	Amended Budget	Month To Date	Year to Date Transactions	Outstanding Encumbrances	Balances
<b>REVENUES</b>					
Property Tax Collection (including delinquencies)	113,348,071	641,761	113,104,017	-	244,054
Sources of Misc Income (Foreign Trade Zone, Athletics...)	10,651,308	502,264	11,172,837	-	(521,529)
State Program Revenues	39,501,040	1,869,889	25,838,575	-	13,662,465
Federal Program Revenues	7,897,910	990,156	8,357,993	-	(460,083)
Other Financing Sources	1,279,683	-	1,293,859	-	(14,176)
<b>Total Revenues</b>	<b>172,678,012</b>	<b>4,004,071</b>	<b>159,767,282</b>	<b>-</b>	<b>12,910,730</b>
<b>EXPENDITURES</b>					
11 Classroom	84,977,619	2,575,736	81,350,698	140	3,626,781
12 Library	1,283,397	27,569	1,099,339	-	184,058
13 Staff Development	548,618	162,500	437,663	1,915	109,040
21 Asst Sups, Directors, Supervisors, Curriculum Coordinators	3,534,446	343,701	3,241,905	6,379	286,162
23 Principal, Asst. Principals, Office Clerical	10,306,625	573,912	10,023,623	3,388	279,613
31 Counselors	6,186,770	259,642	5,789,947	-	396,823
32 Social Workers	297,374	12,963	171,833	-	125,541
33 Nurses	1,910,655	57,365	1,845,150	-	65,505
34 Transportation	5,488,865	314,225	4,041,983	1,808	1,445,074
36 Extracurricular	6,557,803	18,088	6,412,212	10,596	134,994
41 Administration	7,061,520	518,094	6,158,936	34,079	868,504
51 Maintenance and Utilites	36,399,475	1,750,320	27,406,355	-	8,993,120
52 Police and Monitoring Services	5,956,456	196,656	4,153,801	-	1,802,655
53 Data Processing Personnel	3,647,258	279,093	3,021,177	-	626,081
61 Parent involment Liaisons, Day Car Workers	201,790	3,866	67,453	-	134,337
71 Debt Service	1,614,965	-	1,114,964	-	500,001
93 Fiscal Agent - Shared Service for Deaf Program	362,950	-	361,473	-	1,477
95 Juvenile Justice Alternative Ed Program	161,860	-	161,860	-	-
99 Other Intergovernmental Charges	4,142,222	379,620	2,054,959	-	2,087,263
<b>Total Expenditures</b>	<b>180,640,668</b>	<b>7,473,350</b>	<b>158,915,331</b>	<b>58,305</b>	<b>21,667,029</b>
<b>Net increase (decrease)</b>	<b>(7,962,656)</b>				



## Board Exhibit Cover Sheet

**Meeting Date:** July 20, 2023

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

**Agenda Item Title:** Report – Campus Activity Funds and Donations

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):**

**Executive Summary:** N/A

**Recommendation:** N/A

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

**Funding Source (if applicable):** N/A

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

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

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

Cheryl Hernandez  
Cabinet Level Presenter's Signature

7/11/2023  
Date

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

\_\_\_\_\_  
General Counsel's Signature Date

**CAMPUS ACTIVITY FUND  
EXPLANATION OF AMENDMENTS  
JUNE 2023**

<b>West Brook High School</b>	<b>\$ 82,254.00</b>
Explanation:	Car Registrations, Chromebook Fees, AP Fees, Cell Phone Fines, Library Fines, Commissions/Vending Machines, ID Fines, Yearbook, Program Ads
<b>Beaumont United High School</b>	<b>\$ 58,166.00</b>
Explanation:	Car Registrations, AP Fees, Chromebook Fees, Cell Phone Fines, Commissions/Vending Machines, Transcript Fees, Yearbook, Textbook Fines, Donation
<b>Smith Middle School</b>	<b>\$ 6,934.00</b>
Explanation:	Commissions/Vending Machines, Cell Phone Fines, Chromebook Fees, Homecoming Dance, Basketball Concessions
<b>King Middle School</b>	<b>\$ 30.00</b>
Explanation:	Chromebook Fees
<b>Marshall Middle School</b>	<b>\$ 18,970.00</b>
Explanation:	Cell Phone Fines, Gym Suits, LED Signs, Chromebook Fees, Yearbooks, ID Fines, Donation
<b>Odom Academy</b>	<b>\$ 11,938.00</b>
Explanation:	Cell Phone Fines, Chromebook Fees, Commissions/Vending Machines, Donation
<b>Vincent Middle School</b>	<b>\$ 6,246.00</b>
Explanation:	Chromebook Fees, ID Fines, Commissions/Vending Machines, Donation
<b>Amelia Elementary</b>	<b>\$ 7,302.00</b>
Explanation:	Commissions/Vending Machines, Donation, Chromebook Fees, Fundraising Proceeds
<b>Caldwood Elementary</b>	<b>\$ 8,543.00</b>
Explanation:	Library Fines, Chromebook Fees, Donation
<b>Curtis Elementary</b>	<b>\$ 13,855.00</b>
Explanation:	Chromebook Fees, Book Fair, Donation, Commissions/Vending Machines
<b>Fletcher Elementary</b>	<b>\$ 31,739.00</b>
Explanation:	Fundraiser Proceeds, Chromebook Fees
<b>Guess Elementary</b>	<b>\$ 8,466.00</b>
Explanation:	Chromebook Fees, Commissions/Vending Machines
<b>Regina Howell Elementary</b>	<b>\$ 43,748.00</b>
Explanation:	Chromebook Fees, Fundraiser Proceeds
<b>Homer Drive Elementary</b>	<b>\$ 4,031.00</b>
Explanation:	Commissions/Vending Machines
<b>Pietzsch Elementary</b>	<b>\$ 17,126.00</b>
Explanation:	Chromebook Fees, Library Fines, Fundraiser Proceeds, Commissions/Vending Machines
<b>Dishman Elementary</b>	<b>\$ 6,670.00</b>
Explanation:	Commissions/Vending Machines, Chromebook Fees
<b>Blanchette Elementary</b>	<b>\$ 8,679.00</b>
Explanation:	Chromebook Fees, Fundraiser Proceeds
<b>Martin Elementary</b>	<b>\$ 4,006.00</b>
Explanation:	Chromebook Fees, Fundraiser Proceeds, Donation

**CAMPUS ACTIVITY FUND  
EXPLANATION OF AMENDMENTS, CONTINUED  
JUNE 2023**

<b>Phalen Leadership Academy (Jones-Clark ES)</b>	<b>\$ 1,948.00</b>
<b>Explanation:</b> Fundraiser Proceeds, Donation	
<b>Charlton-Pollard Elementary</b>	<b>\$ 7,478.00</b>
<b>Explanation:</b> Chromebook Fees, Donation, Commission/Vending Machines	
<b>Fehl Price Classical Academy</b>	<b>\$ 90.00</b>
<b>Explanation:</b> Chromebook Fees	
<b>Bingman Pre-K Center</b>	<b>\$ 1,837.00</b>
<b>Explanation:</b> Donation	
<b>Lucas Pre-K Center</b>	<b>\$ 6,785.00</b>
<b>Explanation:</b> Chromebook Fees, Donation	
<b>Pathways Learning Center</b>	<b>\$ 70.00</b>
<b>Explanation:</b> Donation	
<b>Career and Technical Center</b>	<b>\$ 23,866.00</b>
<b>Explanation:</b> Ag Farm Fundraiser Proceeds, Practicum Catering, Practicum Fees, Commissions/Vending Machines	
<b>Brown Center</b>	<b>\$ 1,080.00</b>
<b>Explanation:</b> Donation	
<b>Transportation Dept</b>	<b>\$ 71.00</b>
<b>Explanation:</b> Commissions/Vending Machines	
<b>Maintenance Dept</b>	<b>\$ 11.00</b>
<b>Explanation:</b> Commissions/Vending Machines	
<b>Administration Building</b>	<b>\$ 236.00</b>
<b>Explanation:</b> Commissions/Vending Machines	
<b>Admin. Annex Building</b>	<b>\$ 110.00</b>
<b>Explanation:</b> Commissions/Vending Machines	
<b>Police Dept.</b>	<b>\$ 122.00</b>
<b>Explanation:</b> Crash Reports	
<b>Early College H.S.</b>	<b>\$ 9,292.00</b>
<b>Explanation:</b> Dormant Account Transfer, Commission/Vending Machines, Cell Phone Fines, Spirit Item Proceeds, Donation	
<b>School for the Deaf (Deaf Ed.)</b>	<b>\$ 2,000.00</b>
<b>Explanation:</b> Donation	
<b>Fine Arts Department</b>	<b>\$ 1,657.00</b>
<b>Explanation:</b> Donation	

**CAMPUS ACTIVITY FUNDS  
BUDGET CHANGE REPORT - JUNE 2023**

		<u>Original Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<b><u>Revenues</u></b>				
Local Revenue - Other Sources	461.00.5749.00	283,957	395,356	679,313
<b><u>Expenditures</u></b>				
	<b><u>School Leadership</u></b>			
West Brook High School	461.XX.6499.00.008.00.000	90,671	82,254	172,925
Beaumont United High School	461.XX.6499.00.014.00.000	17,871	58,166	76,037
Smith Middle School	461.XX.6499.00.042.00.000	391	6,934	7,325
King Middle School	461.XX.6499.00.043.00.000	7,034	30	7,064
Marshall Middle School	461.XX.6499.00.046.00.000	24,407	18,970	43,377
Odom Academy	461.XX.6499.00.047.00.000	24,076	11,938	36,014
Vincent Middle School	461.XX.6499.00.048.00.000	8,295	6,246	14,541
Amelia Elementary	461.XX.6499.00.101.00.000	1,581	7,302	8,883
Caldwood Elementary	461.XX.6499.00.104.00.000	2,850	8,543	11,393
Curtis Elementary	461.XX.6499.00.105.00.000	11,792	13,855	25,647
Fletcher Elementary	461.XX.6499.00.110.00.000	11,097	31,739	42,836
Guess Elementary	461.XX.6499.00.112.00.000	5,218	8,466	13,684
Regina Howell Elementary	461.XX.6499.00.118.00.000	12,743	43,748	56,491
Homer Drive Elementary	461.XX.6499.00.123.00.000	5,549	4,031	9,580
Pietzsch Elementary	461.XX.6499.00.125.00.000	4,039	17,126	21,165
Dishman Elementary	461.XX.6499.00.126.00.000	5,275	6,670	11,945
Blanchette Elementary	461.XX.6499.00.127.00.000	637	8,679	9,316
Martin Elementary	461.XX.6499.00.128.00.000	1,964	4,006	5,970
Phalen Leadership Academy (Jones-Clark)	461.XX.6499.00.129.00.000	15,872	1,948	17,820
Charlton-Pollard Elementary	461.XX.6499.00.130.00.000	5,269	7,478	12,747
Fehl Price Classical Academy	461.XX.6499.00.131.00.000	2,159	90	2,249
Bingman Pre-K Center	461.XX.6499.00.132.00.000	952	1,837	2,789
Lucas Pre-K Center	461.XX.6499.00.133.00.000	329	6,785	7,114
Pathways Learning Center	461.XX.6499.00.006.00.000	63	70	133
Career and Technical Center	461.XX.6499.00.009.00.000	9,546	23,866	33,412
Brown Center	461.XX.6499.00.012.00.000	1,884	1,080	2,964
Transportation Dept	461.XX.6499.00.811.00.000	104	71	175
Maintenance Dept	461.XX.6499.00.819.00.000	557	11	568
SSA Deaf Program	461.XX.6499.00.838.00.000	3,026	2,000	5,026
Administration Building	461.XX.6499.00.842.00.000	2,388	236	2,624
Admin. Annex Building	461.XX.6499.00.843.00.000	1,811	110	1,921
Police Dept.	461.XX.6499.00.850.00.000	185	122	307
Early College H.S.	461.XX.6499.00.013.00.000	4,322	9,292	13,614
Fine Arts Department	461.XX.6499.00.849.00.000	-	1,657	1,657
	Total Expenditures	<u>283,957</u>	<u>395,356</u>	<u>677,656</u>
<b>BUDGET CHANGE</b>				
	Total Revenues	283,957	395,356	679,313
	Total Expenditures	<u>(283,957)</u>	<u>(395,356)</u>	<u>(679,313)</u>
	Adjusted Surplus	-	-	-

**DONATION REPORT - JUNE 2023  
MONETARY DONATIONS**

<u>Donor Name/Organization</u>	<u>Recipient</u>	<u>Account Number</u>	<u>Amount Given</u>
National Math and Science Initiative, Inc.	Beaumont United High School	461.00.5749.00.014.00.C86	3,368
<b>Total Monetary Donations</b>			<b>3,368</b>

**DONATION REPORT - JUNE 2023  
RECORD OF DONATED ITEMS**

<u>Donor Name/Organization</u>	<u>SAF Club/Department</u>	<u>Description of Items</u>	<u>Estimated Value</u>
Madison Warren	West Brook High School EF Tours Student Travel Club	Fundraiser Concession Items	43
Maika Le	West Brook High School EF Tours Student Travel Club	Fundraiser Concession Items	76
Kathyrn Babino	West Brook High School EF Tours Student Travel Club	Fundraiser Concession Items	57
Maddie Pipkins - King	West Brook High School EF Tours Student Travel Club	Fundraiser Concession Items	56



## Board Exhibit Cover Sheet

**Meeting Date:** July 20, 2023

**Agenda Item/Exhibit Number:** D- 5 and 6

**Agenda Item Title:** Review of the Student/Staff Handbook and Approval of the Student Code of Conduct

**Cabinet Level Presenter(s):** Randall Maxwell

**Additional Presenter(s):**

**Executive Summary:** Approval of the Student Code of Conduct. Additional changes may be necessary after the final session of the State Legislature.

**Recommendation:** The Student Handbook is still in revision stages. Approval of the Student Code of Conduct. Additional changes may be necessary after the final session of the State Legislature.

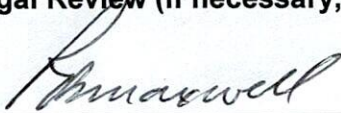
**Budget Impact\* (if applicable):**

**Funding Source (if applicable):**

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

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

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



\_\_\_\_\_  
Cabinet Level Presenter's Signature

**7-12-2023**

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date

**Legislative bills from the 88th Legislative Session that affect the Student Code of Conduct:**

- House Bill (HB) 114 amends Chapter 37 to make clear that conference, hearing, and review provisions in 37.009(a) apply to all removals for mandatory placement in a Disciplinary Alternative Education Program (DAEP) and mandatory expulsions. This bill requires a student to be placed in the DAEP if the student possesses, uses, or is under the influence of, or sells, gives, or delivers marijuana, THC, or an e-cigarette to another person within 300 feet of school property or at a school-related event. The requirement for mandatory expulsion for felony marijuana, THC, and alcohol-related conduct has been removed. In addition, the bill allows a program of educational and support services to be provided to a student and parents for an offense involving e-cigarettes.

If a DAEP is at capacity, a student who commits an offense related to marijuana, THC, e-cigarettes, alcohol, or abusable volatile chemicals shall be placed in in-school suspension (ISS) until a place in a DAEP becomes available or the period of the student's placement ends. If a DAEP is at capacity when a student who engaged in violent conduct needs to be placed, a district may move a student placed in DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical to ISS to make room for the student who engaged in violent conduct. If a district removes a student from a DAEP to ISS, the student must be returned to a DAEP if a place becomes available before the end of the period of placement.

- House Bill (HB) 3928 amends Chapter 37 to require the district to provide information to a student's parent or person standing in parental relation to the student about the process for requesting a full individual and initial evaluation of the student for purposes of special education services both when a student is placed in the DAEP under Section 37.006 and as part of the student's personalized transition plan developed by the campus administrator.
- Senate Bill (SB) 37 amends Chapter 37 to remove the requirement for a report of hazing or planned hazing to be submitted in writing. The bill allows a report to be made to a peace officer or law enforcement agency, in addition to a dean of students or other institutional official. The bill also provides immunity from liability for any person, including an entity organized to support an organization, who reports a specific hazing incident to certain people, including a peace officer or law enforcement agency, if the person makes the report before being contacted by the educational institution or law enforcement agency and cooperates in good faith with the investigation conducted by the institution or law enforcement agency.
- House Bill (HB) 1427 expands the offense of harassment under Penal Code 42.07 to include making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

**Note:** This is not an inclusive list of all Legislative bills passed.

The *Model Student Code of Conduct* has been lightly edited throughout for clarity and to incorporate recent changes that have been made to other policies. We encourage administrators to read through the entire *Model* carefully, especially the Editorial Notes, and add the district's unique text to the TASB 2023-24 editable template rather than revising a previous district Code of Conduct to make sure that all changes are included in the district's 2023-24 Code of Conduct.



# Board Exhibit Cover Sheet

**Meeting Date:** July 22, 2023

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

**Agenda Item Title:** 2023-2024 T-TESS Appraisal Calendar

**Cabinet Level Presenter(s):** Dr. Anita Frank

**Additional Presenter(s):**

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

**Recommendation:** The Board approves the 2023-2024 T-TESS Appraisal Calendar

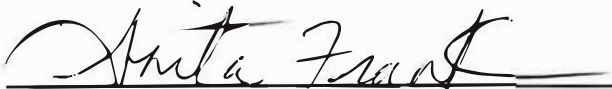
**Budget Impact\* (if applicable):**

**Funding Source (if applicable):**

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

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

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



Cabinet Level Presenter's Signature

7/12/2023

Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date



**BEAUMONT INDEPENDENT SCHOOL DISTRICT**  
**Beaumont, Texas**

**Texas Teacher Evaluation and  
Support System**

**(T-TESS)**

**APPRAISAL CALENDAR**  
**2023-2024**

# Beaumont Independent School District

## 2023-2024 T-TESS Non-Appraisal Dates

**Appraisal Period:  
September 25, 2023 – April 30, 2024**

<b>No later than August 7, 2023</b>	T-TESS Orientation for New Teachers and continuing staff
<b>September 18, 2023</b>	Deadline to conduct Goal Setting and Professional Development Conferences (GSPD)
<b>September 22, 2023</b>	Deadline for teachers to submit <b>approved</b> Goal Setting and Professional Development (GSPD) Plan to appraiser in Whetstone/SchoolMint
<b>September 25, 2023</b>	<b>Appraisal Period Begins</b>
<b>April 30, 2024</b>	<b>Appraisal Period Ends</b>
<b>May 3, 2024</b>	Last day to complete End-of-Year and Summative Conferences
<b>May 24, 2024</b>	Last day of classes

# BEAUMONT INDEPENDENT SCHOOL DISTRICT

**2023-2024**

## **T-TESS NON-APPRAISAL DATES**

- **NOTE: ONLY teachers involved in the testing process are exempt from appraisal observations during designated testing periods.**
- **Appraisal Observations shall not be conducted on the following dates:**

<b>2023-2024 NON-APPRAISAL DATES</b>	
August 9 – September 22, 2023	Appraisal observations shall <b><i>not</i></b> be conducted
<b>September 25, 2023</b>	<b>APPRAISAL PERIOD BEGINS</b>
October 12 & 18, 2023	Day Before/After Staff Development Student Holiday
November 17 & 27, 2023	Day Before/After Thanksgiving Holiday Break
December 5, 2023	STAAR EOC English I
December 6, 2023	STAAR EOC Algebra I
December 7, 2023	STAAR EOC English II
December 8, 2023	STAAR EOC Biology & U.S. History
December 11, 2023	All make-up sessions for STAAR EOCs
December 20, 2023	Day Before Mid-Winter Break
January 9, 2024	Day After Mid-Winter Break
January 12 & 16, 2024	Day Before/After Dr. MLK Holiday
February 16 & 21, 2024	Day Before/After Staff Development Student Holiday
Assessment Window February 19 – March 29, 2024	Grades K-12 TELPAS Listening, Speaking, Reading and Writing Grades 2-12 TELPAS Alternate Listening, Speaking, Reading and Writing
March 7 & 18, 2024	Day Before/After Spring Break
March 25 – April 26, 2024	STAAR Alternate 2 Grades 3-8 and EOC Assessments

March 28 & April 2, 2024	Day Before/After Student Holiday
April 15 - 29, 2024	STAAR Assessment Window Grades 3 – 8 and EOC
<b>April 30, 2024</b>	<b>APPRAISAL PERIOD ENDS</b>
May 3, 2024	Last day for End of Year and Summative Annual Conferences
May 24, 2024	Last Day of School



## Board Exhibit Cover Sheet

**Meeting Date:** July 20, 2023

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

**Agenda Item Title:** 2023-2024 T-PESS Appraisal Calendar

**Cabinet Level Presenter(s):** Dr. Anita Frank

**Additional Presenter(s):**

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

**Recommendation:** The Board approves the 2023-2024 T-PESS Appraisal Calendar.

**Budget Impact\* (if applicable):**

**Funding Source (if applicable):**

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

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

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

  
Cabinet Level Presenter's Signature

7/12/2023

Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date



**BEAUMONT ISD**

**TEXAS PRINCIPAL EVALUATION AND SUPPORT SYSTEM  
T-P ESS Appraisal Calendar  
2023-2024**

<b>ACTIVITY</b>	<b>DATE</b>
<b>Self-Assessment and Professional Goal Setting Conference</b>	No later than September 29, 2023
<b>Mid-Year Progress Monitoring Conference</b>	January 17, 2024 - February 23, 2024
<b>Final Evaluation and Goal Setting Meeting</b>	May 28, 2024 - June 27, 2024



## Board Exhibit Cover Sheet

**Meeting Date:** July 20, 2023

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

**Agenda Item Title:** Approve Interlocal Cost-Share Agreement for 2023-2024 school year with Communities in Schools of Southeast Texas

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):** Jenny Angelo

**Executive Summary:** The district has partnered with Communities in Schools to provide intensive case-management and family support to at-risk students during the academic year.

**Recommendation:** Approve Interlocal Cost-Sharing Agreement for 2023-2024 school year with Communities in Schools of Southeast Texas.

**Budget Impact\* (if applicable):** \$570,000.

**Funding Source (if applicable):** Title I

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

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

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

Cheryl Hernandez  
Cabinet Level Presenter's Signature

7/12/2023  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date



**COMMUNITIES IN SCHOOLS OF SOUTHEAST TEXAS  
and  
BEAUMONT INDEPENDENT SCHOOL DISTRICT**

**2023-2024 Cost Share Agreement for Communities In Schools Services**

**SECTION I: Introduction**

This cost share agreement is made and entered into by and between Communities In Schools of Southeast Texas (CISSET), a private non-profit corporation, and the Beaumont Independent School District (the District). The Parties agree to enter into a cooperative effort to provide school-based support services to students and their families in order to increase their level of academic success. The Parties have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performances and accomplishments of the tasks hereinafter described.

**SECTION 2: Service Description**

CISSET is a thoroughly evaluated dropout prevention program with a foundation of integrated student support systems. CISSET will provide intensive case-management and family support to at-risk students during the academic year. The CIS model relies heavily on a three-tiered approach: school-wide prevention, targeted and individualized early intervention services.

- **Tier I** – Schoolwide or large group activity given to a group of students and others to address a schoolwide goal or need. Schoolwide prevention services are coordinated with campus administration to provide education and tools to prepare youth and families to make healthy and informed decisions.
- **Tier II** – Targeted services given to students and/or families/guardians with a common goal or need, commonly received in a group setting.
- **Tier III** – Intensive, individualized services typically provided in a one-on-one setting to a CIS enrolled student and/or a family/guardian to address a highly-specific need.

Targeted and individualized intervention services consist of a thorough assessment of student behavior, attendance and academic needs and strengths. The assessment can identify possible abuse, drug and alcohol use, family crisis or mental health concerns. CISSET staff members consult with school personnel, parents and school administration to identify youth that will benefit from additional support and engage those students in an individualized service plan.

The CIS framework does not rely solely on the skills of the site coordinator, but on accessing community resources that specialize in areas of grief and loss counseling, substance abuse, mental health assessment and services and basic needs. CIS has working relationships with numerous community agencies and programs that collaborate to provide student and family support through schools.

**SECTION 3: Partner Performance**

- A. CISSET shall, in satisfactory performance of this agreement, perform and/or assume responsibility for the following functions of the Beaumont ISD:

1. Provide overall management and supervision of CISSET programs.
  2. CISSET will follow national, state and local policies of the various funders and affiliations, and ethical standards for service provision, under applicable state and local laws. Further, CISSET will follow the written district or school policies concerning student service delivery where written district or school policies are more restrictive than the policies noted above, except as otherwise herein noted or mutually agreed in writing.
  3. Maintenance of files on students served containing all relevant data requisite to the case and to project criteria. Case records will only be released in accordance with the Confidentiality of Mental Health Information statutes under Texas Civil Law, and adhere to FERPA and state privacy and security requirements.
  4. Supervision and oversight of project staff in accordance with CISSET personnel policies and consistent with state and federal laws. Project staff members remain employees of CISSET. Individuals repositioned by other organizations to a CISSET project remain employees of the assigning organization, but each organization's actions are carried out under the auspices of CISSET and in accordance with the mutually agreed upon service delivery plan. If a project staff member resigns or is terminated for any reason, CISSET will arrange for qualified personnel to cover an extended absence to maintain quality services. CISSET will be given at least ten business days to find a replacement. CISSET will make reasonable efforts to replace the assigned personnel. If CISSET is unsuccessful in providing qualified personnel, the agency will refund Beaumont ISD on a pro-rata basis. CISSET staff cannot fulfill additional duties (administrative, clerical, classroom or otherwise) that would usually be assigned to district employees. CISSET staff cannot service as substitute teachers.
  5. Administrative, logistical and technical support to ensure the success of service delivery initiatives.
  6. Notification to the Principals and appropriate legal authorities of cases presented to its staff that involve suicidal ideation, violent behavior, child abuse, sexual abuse/harassment and legal custody. CISSET will assist in the resolution of such cases if requested by the principal.
  7. A report that will include a demographic profile of participants and outcomes. This report may include an account of resources brought to the district by CISSET as well as overall numbers of students participating in various CISSET activities. The district may request other reports.
- B. In support of this agreement, the Beaumont Independent School District shall provide and/or assume responsibility for the following:
1. A total of \$570,000 for managerial and operating costs associated with the implementation of CIS programming on twenty-three campuses for the 2023-2024 academic year. Campuses are: Beaumont United High School, West Brook High School, Amelia Elementary, Blanchette Elementary, Caldwood Elementary, Charlton-Pollard Elementary, Curtis Elementary, Dishman Elementary, Fletcher Elementary, Guess Elementary, Homer Elementary, Martin Elementary, Pietzsch-MacArthur Elementary, Regina-Howell Elementary, Marshall Middle School, Odom Academy, Vincent Middle School, Early College High School, and Pathways Learning Center.
  2. Programmatic and office space; availability of a copier, internet access and a separate, direct telephone line for use by CISSET on each campus.
  3. Access to records such as grades, attendance, test scores and free/reduced lunch status, including limited access to the district data system for documentation of at-risk status and progress towards case-management goals of students participating in CIS programs.
  4. Responsibility for all cases involving suicidal ideation, violent behavior, child abuse, sexual abuse/harassment or legal custody. The principal will provide CISSET updated information on the makeup, responsibilities and procedures of the Student Assistance Program.

5. Notification in writing of all developments, policy changes or other issues arising within the district or school which affect or have the potential to affect the provisions of this MOU or the operation of CIS programs.
6. Sufficient time each year for a brief CISSET overview and up-dates to the District's Trustees.
7. Inclusion of CISSET in the District Improvement Plan where appropriate and as agreed upon with the CISSET Executive Director (note: TEA provides a significant portion of the CISSET funding and requires that CISSET be included in the District Improvement Plan).

**SECTION 4: Termination**

- A. Either of the parties hereto shall have the right in such party's sole discretion and at such party's sole option to terminate this agreement at any time prior to the date of completion upon thirty (30) days written notice. Notification shall promptly be made in writing of such determination, the reasons for such termination and the effective date of such termination.
- B. Upon termination or receipt of notice to terminate, whichever occurs first, CISSET shall cancel, withdraw or otherwise terminate any outstanding orders or contracts and shall cease to incur costs, the District shall not be liable to CISSET or to the creditors for costs incurred after the date of termination of this agreement. Funds will be reimbursed to the District on a prorated basis (per month for the time period of September 1 through May 31).

**SECTION 5: Signatures**

This agreement constitutes the full and total understanding and agreement of the parties and any modification, amendment or alteration hereto must be agreed in writing by all parties hereto. This Agreement is and will be governed by the laws of the State of Texas.

The term of this agreement shall be from September 1, 2023 through August 31, 2024 and will be reviewed annually on or before July 1, 2024. Either party may cancel this MOU if thirty days written notification is provided to the other party at the addresses indicated below.

IN WITNESS WHEREOF this agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

By: \_\_\_\_\_

*(Superintendent Signature)*

Dr. Shannon Allen, Superintendent  
 Beaumont Independent School District  
 3395 Harrison Ave.  
 Beaumont, TX 77706

By: \_\_\_\_\_

*(Executive Director Signature)*

Latrissa Goodman, Executive Director  
 Communities In Schools of Southeast Texas  
 350 Pine Street, Suite 500  
 Beaumont, Texas 77701



## Board Exhibit Cover Sheet

**Meeting Date:** July 20, 2023

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

**Agenda Item Title:** Approve Renewal of Professional Development Services (RFP #22.01)

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):** Jenny Angelo

**Executive Summary:** A Request for Proposals was issued for Professional Development Services in FY 2022. The scope of work is to provide on-site training aimed at building organizational success to campus and district leaders. This is the last renewal.

**Recommendation:** Approve the renewal for Instruction Partners to provide Professional Development Services.

**Budget Impact\* (if applicable):** \$90,166.

**Funding Source (if applicable):** TCLAS and Title I

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

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

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

  
\_\_\_\_\_  
Cabinet Level Presenter's Signature

  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date

# Proposal for Renewing Our Partnership

Beaumont ISD | June 29, 2023

## Scope of Work

### Partnership Overview

The proposal below outlines our suggestions for how we can partner with you to achieve your aspirations for the 2023–24 school year.

As a nonprofit organization, we price our partnerships based on the depth, duration, frequency, and method of delivery for the services we provide.

### 2023–2024 school year

#### District Support

Service	Description	Participants	Supports
Executive Coaching + Progress Monitoring	<ul style="list-style-type: none"> <li>District Stepbacks (Fall &amp; Spring)                             <ul style="list-style-type: none"> <li>Carnegie Math</li> <li>Observation and Feedback - schools ready for this lever</li> <li>Collaborative Planning (any new schools or schools who need to continue an additional year)</li> </ul> </li> </ul>	Executive Director of CIA, CIO, Elementary Assistant Superintendent, Secondary Superintendent	2 virtual sessions (90 minutes each), 20 virtual support hours
District RLA Support	<ul style="list-style-type: none"> <li>Curriculum Implementation Support (via campus professional learning structures)                             <ul style="list-style-type: none"> <li>Leverage school site PLC time for key internalization and rehearsal moves to equip teachers for instruction</li> </ul> </li> </ul>	District RLA Coordinators	2 on-site days, 20 virtual support hours



	<ul style="list-style-type: none"><li>○ Create a vision for content/curriculum-focused observation and feedback</li><li>○ Conduct calibrated walks</li><li>○ Create structures for observation and feedback aligned to the internal system of Whetstone</li><li>○ HMH &amp; Study Sync Curriculum roll-out and expectations</li></ul>		
District Math Support	<ul style="list-style-type: none"><li>● Carnegie roll-out for 6th - 8th grade<ul style="list-style-type: none"><li>○ Curriculum Support Guide Phase I/II</li><li>○ Math Vision Creation</li><li>○ Expectations for Carnegie Use</li><li>○ Assessment and Grading</li><li>○ Goal Setting with Milestones</li></ul></li><li>● Coaching support<ul style="list-style-type: none"><li>○ Professional development</li><li>○ Observation and feedback</li><li>○ Conduct calibrated walks (both campus-level and district-level)</li></ul></li></ul>	District Math Supervisors	2 on-site days, 20 virtual support hours
District Science Support	<ul style="list-style-type: none"><li>● Coaching support<ul style="list-style-type: none"><li>○ Professional development</li><li>○ Observation and feedback</li></ul></li></ul>	District Science Supervisors	10 virtual support hours
Professional Development Support	<ul style="list-style-type: none"><li>● Continue coaching support</li><li>● Working with Emily to align her year-long coaching plan with the district priorities, perhaps in a cohort-based model:<ul style="list-style-type: none"><li>○ Observation and feedback</li><li>○ Collaborative planning</li></ul></li></ul>	Director of Professional Development, District Content Leaders	2 on-site days, 20 virtual support hours
ILT Support	<ul style="list-style-type: none"><li>● Monthly team meetings with the ILT</li></ul>	Instructional Leadership Team	8 virtual sessions (60 minutes each)
<b>Total cost for services</b>			<b>\$90,166</b>



# Board Exhibit Cover Sheet

Meeting Date: July 20, 2023

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

Agenda Item Title: Approve Renewal of Lawn Maintenance Services (RFP #22.25)

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Peggy Haynes

**Executive Summary:** A Request for Proposals was issued for Lawn Maintenance Services in FY 2022. The scope of work is to provide grounds and landscaping maintenance for the district. This was approved with a two-year option to renew. This is the first renewal.

**Recommendation:** Approve the renewal for Eagle Outdoor Services to provide grounds and landscaping maintenance for the district for FY 2024.

**Budget Impact\* (if applicable):** \$720,000 (increase of \$18,000 due to changes to scope of work)

**Funding Source (if applicable):** General Fund

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

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

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

Cheryl Hernandez  
Cabinet Level Presenter's Signature

7/12/2023  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date

**BISD RFP 22-25, GROUNDS AND LANDSCAPING MAINTENANCE; Contract Extension 2023-24**

**Change of Scope. June 15, 2023**

**General requirements**

1. Will mow the Administration on a 7-day cycle (instead of every 10 days).
2. Will provide a calendar/schedule for mowing all sites and advise when changes are required.
3. 3.1.5 will be amended to a mow height of 1.5-2.5 inches as determined by the Director of Maintenance and Operations.

**Map A**

1. The small parking lot on the north side of King will be added. Property sale was never closed.

**Map B**

1. Bennie Hickman Agricultural Center. Pastures are excluded. Contractor will maintain the areas around the residence and barns, including the entry frontage and drive.
2. Babe Zaharias Complex. The areas inside the Maintenance Department yard will be excluded.
3. Trahan Transportation Center is excluded (property has been sold).

**Map C**

1. Vacant Land, 19 Acres. The area improvements require more finish mowing along the street. The contractor will use mowers (instead of tractors) to cut a 20-to-30-foot border along the street. Also, the curb edge grass will be trimmed to provide a better appearance in the neighborhood. The bulk of the remaining land may be mowed with rotary style cutters.

**Athletic Fields**

Fields will be cut by the contractor during the off season for sports. This includes:

1. The Middle School athletic fields
2. Beaumont United baseball/softball complex, foot ball field and stand and practice fields for soccer and football/track.
3. West Brook Durley Stadium, the baseball/softball complex and football/soccer practice fields. Also included would be the practice marching field for the band at the front of campus.

**Amelia Baseball fields**

1. The baseball fields are now leased and being maintained by that party.

These changes and conditions are added and become part of the original agreement.

The extension will be in effect from August 1, 2023, through July 31, 2024.

The new agreed upon amount will be \$720,000.00 annually.



# 2023 Proposal for Landscape Management

Prepared for:  
BISD LAWN CARE RENEWAL  
Beaumont, TX

6-29-23

Jose Soto  
Eagle Outdoor Services  
Cell: 409 200 5449  
[jose@eagle-os.com](mailto:jose@eagle-os.com)



## Table of Contents

Your Goals	p. 2
Our Background	p. 2
Landscape Management Solutions	p. 2
Benefits to You	p. 3
Fee Structure	p. 4



## Your Goals

Maintain lawn and landscape so property can be at its best for tenants to enjoy and be inviting for potential new tenants.

## Our Background

- Eagle Outdoor Services focused only on commercial landscaping. We service southeast Texas and the entire Houston and surrounding areas. We have continually worked hard to become a company that can help our clients with all the needs they may have in landscape. With a keen sense in serving the multi-family industry. We offer design build landscape and maintenance services along with sprinkler systems. It is our goal to help our clients' reach the very best results when it comes to their landscape needs. At Eagle Outdoor Services, our core focus is customer satisfaction and exceeding service expectations!

## Landscape Management Solutions

### SPRING SCHEDULE:

- Mowing during March 1-October 30 (every week no longer than 10 days apart)
- String Trimming (every week no longer than 10 days apart)
- Edging along concrete (every week no longer than 10 days apart)
- Blowing (every week no longer than 10 days apart)
- Pruning plants as needed ( 24 times per year)
- Flower bed weed control (every week no longer than 10 days apart)

### WINTER SCHEDULE:

- Mowing during November 1-February 28 (twice per month)
- String Trimming (twice per month)
- Edging along concrete (twice per month)
- Blowing (twice per month)
- Pruning plants as needed (twice per month)
- Flower bed weed control (twice per month)



## **SPECIAL PROVISIONS:**

**Change the length of cut to a minimum of 1.5 inches.**

**Cut every 10 days.**

**Must provide a cut schedule for all sites**

**Amelia baseball fields will now be maintained by users**

**Trahan Center on Woodrow has been sold**

**Add the parking lot on the northside of King. Buyer did not close the transaction.**

**Hickman Ag Center. Maintain entry frontage, around the house and barns.**

**Exclude Hickman Ag Center pastures**

**Athletic fields are to be cut by the contractor during off seasons.**

**7800 block of Claybourn, 19 acres. Maintain a buffer along curbs**

- Allows for a neat cut appearance to neighbors**
- Back portion continue to cut with brush cutter type mowers**



## Benefits to You

The proposed landscape enhancements/management solutions are beneficial in a number of ways:

- Preserves the landscaping investment already made.
- Maintain the property at a pristine level. Property remains clean and manicured at all times.
- Minimum of 24 site visits from your dedicated account manager per site
- Minimum of 2 Quality Inspection Reports per site per month.
- Weekly progress communication via email
- All communication is handled by Jose Soto (President)
- Email whenever we fall behind mainly due to inclement weather
- All aspects of your landscaping needs can be met under one consolidated account.
- Don't hesitate to call Jose Soto (President 409-200-5449) If ever we fall short

- **Back portion continue to cut with brush cutter type mowers**



## Fee Structure

### Fee Schedule: Landscape Management Solution

Landscape Maintenance for 2023/2024      \$ 720,000.00

Billed Monthly:                                      \$ 60,000.00

Start Date: TBD

At Eagle Outdoor Services, we believe in doing business with **Honesty, Integrity** and **Reliability**

**Raising the service standards in the Landscape Industry!**

Please do not hesitate to contact us if you have thoughts or questions.

Thank you for the opportunity to present this proposal.

Jose Soto  
Eagle Outdoor Services

Special



**Board Exhibit Cover Sheet**

**Meeting Date:** July 20, 2023

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

**Agenda Item Title:** Award recommended vendors for Sign Language Interpreting Services (RFP #24.01)

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):** Kerri Courville, Richelle Brooks

**Executive Summary:** A Request for Proposals was issued for Sign Language Interpreting Services. The scope of work is to provide services for students and staff who are deaf and/or require such services to enable them equal accessibility to education and activities. The contract has three optional one-year renewals not to exceed four years including renewals. A total of 13 responses were received.

**Recommendation:** Award the recommended 5 vendors for RFP #24.01 shown on the attached list.

**Budget Impact\* (if applicable):** Approximately \$340,000

**Funding Source (if applicable):** General Fund  
IDEA-Part B

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

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

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

Cheryl Hernandez  
Cabinet Level Presenter's Signature

7/12/2023  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date

**REQUEST FOR PROPOSAL AND EVALUATION TABULATION  
 BEAUMONT INDEPENDENT SCHOOL DISTRICT  
 RFP 24.01 – SIGN LANGUAGE INTERPRETING SERVICES**

**PROPOSAL EVALUATION TABULATION**  
**PROPOSAL OPENING JULY 11, 2023 @ 2:00PM**

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

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

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

BISD Evaluators: Richelle Brooks  
 Kerri Courville



**Board Exhibit Cover Sheet**

**Meeting Date:** July 20, 2023

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

**Agenda Item Title:** Award recommended vendors for Occupational Therapy Services (RFP #24.02)

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):** Kerri Courville, Richelle Brooks

**Executive Summary:** A Request for Proposals was issued for Occupational Therapy Services. The scope of work is to provide occupational therapy services to children with disabilities ages 3-21. The contract has three optional one-year renewals not to exceed four years including renewals. A total of 14 responses were received.

**Recommendation:** Award the recommended 8 vendors for RFP #24.02 shown on the attached list.

**Budget Impact\* (if applicable):** Approximately \$177,000

**Funding Source (if applicable):** IDEA -Part B

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

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

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

Cheryl Hernandez  
Cabinet Level Presenter's Signature

7/12/2023  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date

**REQUEST FOR PROPOSAL AND EVALUATION TABULATION  
 BEAUMONT INDEPENDENT SCHOOL DISTRICT  
 RFP 24.02 – OCCUPATIONAL THERAPY SERVICES**

**PROPOSAL EVALUATION TABULATION**

**PROPOSAL OPENING JULY 11, 2023 @ 2:30PM**

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

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

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

BISD Evaluators: Richelle Brooks  
 Kerri Courville



## Board Exhibit Cover Sheet

**Meeting Date:** July 20, 2023

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

**Agenda Item Title:** Award recommended vendors for Physical Therapy Services (RFP #24.03)

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):** Kerri Courville, Richelle Brooks

**Executive Summary:** A Request for Proposals was issued for Physical Therapy Services. The scope of work is to provide physical therapy services to students. The contract has three optional one-year renewals not to exceed four years including renewals. A total of 12 responses were received.

**Recommendation:** Award the recommended 9 vendors for RFP #24.03 shown on the attached list.

**Budget Impact\* (if applicable):** Approximately \$176,500

**Funding Source (if applicable):** IDEA-Part B

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

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

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

Cheryl Hernandez  
Cabinet Level Presenter's Signature

7/12/2023  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date

**REQUEST FOR PROPOSAL AND EVALUATION TABULATION  
 BEAUMONT INDEPENDENT SCHOOL DISTRICT  
 RFP 24.03 – PHYSICAL THERAPY SERVICES**

**PROPOSAL EVALUATION TABULATION**

**PROPOSAL OPENING JULY 11, 2023 @ 3:00PM**

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

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

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

BISD Evaluators: Richelle Brooks  
 Kerri Courville



# Board Exhibit Cover Sheet

Meeting Date: July 20, 2023

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

Agenda Item Title: Award recommended vendors for Speech Language Pathology Services (RFP #24.05)

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s): Kerri Courville, Richelle Brooks

**Executive Summary:** A Request for Proposals was issued for Speech Language Pathology Services. The scope of work is to provide speech language services to students. The contract has three optional one-year renewals not to exceed four years including renewals. A total of 16 responses were received.

**Recommendation:** Award the recommended 12 vendors for RFP #24.05 shown on the attached list.

**Budget Impact\* (if applicable):** Approximately \$800,000

**Funding Source (if applicable):** General Fund  
IDEA-Part B

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

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

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

Cheryl Hernandez  
Cabinet Level Presenter's Signature

7/12/2023  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date

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

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

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

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

BISD Evaluators: Richelle Brooks  
 Kerri Courville



**Board Exhibit Cover Sheet**

**Meeting Date:** July 20, 2023

**Agenda Item/Exhibit Number:** **II.E.12.**

**Agenda Item Title:** Delegate Authority to the Superintendent (or designee) to Execute a Competitive Natural Gas Contract

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):** Peggy Haynes

**Executive Summary:** The District is acting to improve and reduce its natural gas expenses through a competitive gas contract. Natural gas prices are dynamic and change multiple times a day, therefore final contract price must be approved by the end of the business day on which prices are received. To allow the District to obtain the best price and terms, Administration requests the Board to delegate authority to the Superintendent (or designee) to negotiate and execute a contract for competitive natural gas, so long as the contract will generate at least \$80,000 of annual savings.

**Recommendation:** Designate the Superintendent (or designee) to negotiate and execute a contract for competitive natural gas.

**Budget Impact\* (if applicable):** Improve stability

**Funding Source (if applicable):** General Fund

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

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

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

Cheryl Hernandez  
Cabinet Level Presenter's Signature

7/12/2023  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date



## Board Exhibit Cover Sheet

**Meeting Date:** July 20, 2023

**Agenda Item/Exhibit Number:** **II.E.13.**

**Agenda Item Title:** Approve Student Code of Conduct

**Cabinet Level Presenter(s):** Randall Maxwell

**Additional Presenter(s):**

**Executive Summary:** Attached is the 2023-2024 Student Code of Conduct Distribution and Education Plan which outlines the steps that have been executed to educate all students on behavior expectations and consequences

**Recommendation:** Approve changes and updates to the 2023-2024 Student Code of Conduct as presented to the Board

**Budget Impact\* (if applicable):**

**Funding Source (if applicable):**

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

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

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

\_\_\_\_\_  
Cabinet Level Presenter's Signature

**7/13/2023**

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

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Date



Beaumont Independent School District

# Student Code of Conduct

## 2023-2024 School Year



If you have difficulty accessing the information in this document because of a disability, please contact the District's Coordinator of Special Populations at (409) 617-5203.

It is the policy of the Beaumont Independent School District not to discriminate on the basis of race, color, national origin, gender, handicapping condition, or age in its programs, services, activities, or employment practices as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended. The Beaumont Independent School District is committed to providing a free and appropriate public education for all students.

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## **Student Code of Conduct**

### **Accessibility**

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### **Purpose**

The Student Code of Conduct (“Code of Conduct”), as required by Chapter 37 of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Code of Conduct has been adopted by the BISD board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code of Conduct remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

In accordance with state law, the Code of Conduct shall be posted at each school campus or shall be available for review at the campus principal’s office. Additionally, the Code of Conduct shall be available at the campus behavior coordinator’s office and posted on the district’s website. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Code of Conduct is adopted by the district’s board of trustees, it has the force of policy. In the event of a conflict between the Code of Conduct and the Student Handbook, the Code of Conduct shall prevail.

**Please note:** The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

## **School District Authority and Jurisdiction**

School rules and the district's authority to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

1. During the regular school day;
2. While the student is traveling on district transportation;
3. During lunch periods in which a student is allowed to leave campus;
4. At any school-related activity, regardless of time or location;
5. For any school-related misconduct, regardless of time or location;
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
7. When a student engages in cyberbullying, as defined by Education Code 37.0832;
8. When criminal mischief is committed on or off school property or at a school-related event;
9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
10. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
11. When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
12. When the student is required to register as a sex offender.

## **Threat Assessment and Safe and Supportive School Team**

The Campus Behavior Coordinator (CBC) or other appropriate administrator will work closely with the campus threat assessment and safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

## **Searches**

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

### Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal or any other campus administrator selected by the principal. The CBC is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information may be found at [www.bmtisd.com](http://www.bmtisd.com) and at <https://www.bmtisd.com/Page/231>

<b>School</b>	<b>Coordinator</b>	
Amelia	Betty Liedy	<a href="mailto:bmyers@bmtisd.com">bmyers@bmtisd.com</a>
Bingman	Sheryl Costello	<a href="mailto:scostel@bmtisd.com">scostel@bmtisd.com</a>
Blanchette	Shenquail Bradford	<a href="mailto:sbradfo@bmtisd.com">sbradfo@bmtisd.com</a>
Caldwood	Belinda Taylor	<a href="mailto:btaylo1@bmtisd.com">btaylo1@bmtisd.com</a>
Charlton Pollard	Stephanie Ling	<a href="mailto:sling@bmtisd.com">sling@bmtisd.com</a>
Curtis	Kathryn Smoak	<a href="mailto:smoak@bmtisd.com">smoak@bmtisd.com</a>
Dishman	LaWanda Coleman	<a href="mailto:lcolema@bmtisd.com">lcolema@bmtisd.com</a>
Fehl-Price		
Fletcher	Yolanda Valrie	<a href="mailto:ygatlin@bmtisd.com">ygatlin@bmtisd.com</a>
Guess	Jada Saveat	<a href="mailto:jsavea2@bmtisd.com">jsavea2@bmtisd.com</a>
Homer	Felecia Cooper	<a href="mailto:fhowell@bmtisd.com">fhowell@bmtisd.com</a>
Martin	Angela Derry	<a href="mailto:aderry@bmtisd.com">aderry@bmtisd.com</a>
Jones-Clark		
Pietzsch	Desmond Bridges	<a href="mailto:dbridge@bmtisd.com">dbridge@bmtisd.com</a>
Regina	Barbara Levy	<a href="mailto:blevy@bmtisd.com">blevy@bmtisd.com</a>
King	Marin Williams	<a href="mailto:marin.williams@greendot.org">marin.williams@greendot.org</a>
Marshall	Ronitha Pickens	<a href="mailto:rpicken@bmtisd.com">rpicken@bmtisd.com</a>
Odom	Shundria Jackson	<a href="mailto:sjacks3@bmtisd.com">sjacks3@bmtisd.com</a>
Smith	Velma Guidry	<a href="mailto:vguidr1@bmtisd.com">vguidr1@bmtisd.com</a>
Beaumont United	Delana Bennett	<a href="mailto:dbennet@bmtisd.com">dbennet@bmtisd.com</a>
Pathways	Velvet Malbrough	<a href="mailto:vknocku@bmtisd.com">vknocku@bmtisd.com</a>
Paul Brown	Calvin Rice	<a href="mailto:crice@bmtisd.com">crice@bmtisd.com</a>
Taylor CC	Lori Threats	<a href="mailto:lrochel@bmtisd.com">lrochel@bmtisd.com</a>
Minnie Rogers	Rachel Guidry	<a href="mailto:rguidry@bmtisd.com">rguidry@bmtisd.com</a>

### Reporting Crimes

The principal, CBC, and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

### Security Personnel

The board utilizes police officers, school resource officers (SROs), and security personnel to ensure the security and protection of students, staff, and property. In accordance with law, the board has coordinated with the CBC and other district employees to ensure appropriate law enforcement duties are assigned to these persons. Provisions addressing the various types of security personnel can be found in the CKE policy series.

## *School District Authority and Jurisdiction*

The law enforcement duties of school police officers and resource officers are:

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

### **"Parent" Defined**

Throughout the Code of Conduct and related discipline policies, the term "parent" includes a parent, legal guardian, or other person having lawful control of the child.

### **Participating in Graduation Activities**

The district has the right to limit a student's participation in graduation activities for violating the district's Code of Conduct.

Participation might include a speaking role, as established by district policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered eligible, a student shall not have engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

See **DAEP Restrictions During Placement** on page 23 for information regarding a student assigned to DAEP at the time of graduation.

**Unauthorized Persons**

In accordance with Education Code 37.105, a school administrator, SRO, or district police officer shall have the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days, unless the complaint is resolved before a board hearing.

**Standards for Student Conduct**

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- Bring appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

## **General Conduct Violations**

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 17, **DAEP Placement** on page 19, **Placement and/or Expulsion for Certain Offenses** on page 26, and **Expulsion** on page 29, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed on page 16.

### **Disregard for Authority**

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.

### **Mistreatment of Others**

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 26.)
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

### Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 26.)
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 26.)
- Enter, without authorization, district facilities that are not open for operations.

### Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- \*A location-restricted knife;
- \*A club;
- \*A firearm;
- A stun gun;
- Knuckles;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

\*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 26. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

### Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a telecommunications device, including a cell phone, or other electronic device in violation of district and campus rules.

### Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 18 and **Expulsion** on page 29 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See **glossary** for “abuse.”)
- Abuse over-the-counter drugs. (See **glossary** for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. (See **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

### Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

## *General Conduct Violations*

- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

### **Safety Transgressions**

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

### **Miscellaneous Offenses**

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code of Conduct.

### **Discipline Management Techniques**

Discipline shall be designed to improve conduct and encourage students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

### **Students with Disabilities**

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an Admission, Review, and Dismissal (ARD) committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

### **Techniques**

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.

## *Discipline Management Techniques*

- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension (ISS).
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Corporal punishment, unless the student's parent or guardian has provided a signed statement prohibiting its use.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 17.
- Placement in a DAEP, as specified in **DAEP** on page 18.
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 26.
- Expulsion, as specified in **Expulsion** on page 29.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

### **Prohibited Aversive Techniques**

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.

## *Discipline Management Techniques*

- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

### **Notification**

The CBC shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The CBC shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code.

A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the CBC shall send written notification by U.S. Mail. If the CBC is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

### **Appeals**

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or CBC, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the CBC's office, or the central administration office or through Policy Online® at the following address:

<https://pol.tasb.org/PolicyOnline/PolicyDetails?key=725&code=FNG#localTabContent>

More information on the District's complaint process is available at <https://www.bmtisd.com/Page/6520>.

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies FFH(LEGAL) and (LOCAL).

## **Removal from the School Bus**

A bus driver may refer a student to the Campus Behavior Coordinator (CBC) or the Assistant Principal for Transportation to maintain effective discipline on the bus. The Assistant Principal for Transportation must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the Assistant Principal for Transportation or the CBC may restrict or revoke a student's transportation privileges, in accordance with law.

### **Removal from the Regular Educational Setting**

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

#### **Routine Referral**

A routine referral occurs when a teacher sends a student to the CBC's office as a discipline management technique. The CBC shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code of Conduct to maintain effective discipline in the classroom.

#### **Formal Removal**

A teacher may initiate a formal removal from class if:

1. A student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach the class or with other students' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the CBC or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the CBC or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

#### **Returning a Student to the Classroom**

A student who has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault may not be returned to the teacher's class without the teacher's consent.

A student who has been formally removed by a teacher for any other conduct may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

## **Out-of-School Suspension**

### **Misconduct**

Students may be suspended for behavior listed in the Code of Conduct as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

### **Process**

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the CBC or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The CBC shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

**Coursework During Suspension**

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to ISS or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

**Suspension of Students Below Third Grade**

Pursuant to the District's Innovation Plan, with the consent of the Associate Superintendent for Elementary Education, campus administrators will be provided the authority to suspend students below third grade out of school for no more than three days when the students are not responsive to other disciplinary interventions and continue to materially disrupt the educational environment.

This innovation will allow for school-based decision-making, assist in maintaining an orderly learning environment for all students, and grant school administrators the authority to promote a safe and secure learning environment for all students.

## *Disciplinary Alternative Education Program (DAEP) Placement*

### **Disciplinary Alternative Education Program (DAEP) Placement**

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

### **Discretionary Placement: Misconduct That May Result in DAEP Placement**

A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations Section of the Code of Conduct and for the following conduct violations:

#### **Misconduct Identified in State Law**

In accordance with state law, a student **may** be placed in a DAEP for any of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public-school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public-school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

## *Disciplinary Alternative Education Program (DAEP) Placement*

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see **glossary**) that the student engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see **glossary**) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The CBC **may** place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

### **Mandatory Placement: Misconduct That Requires DAEP Placement**

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
  - Engages in conduct punishable as a felony.
  - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
  - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or dangerous drug in an amount not constituting a felony offense. (School-related felony drug offenses are addressed in **Expulsion** on page 29.) (See **glossary** for "under the influence", "controlled substance," and "dangerous drug.")
  - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.
  - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
  - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
  - Sells, gives, or delivers to another person or possesses or uses an e-cigarette.
  - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
  - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is six to nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 29.)

## *Disciplinary Alternative Education Program (DAEP) Placement*

- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
  1. The student receives deferred prosecution (see **glossary**),
  2. A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
  3. The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

### **Sexual Assault and Campus Assignments**

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and
- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

### **Process**

Removals to a DAEP shall be made by the CBC.

### **Conference**

When a student is removed from class for a DAEP offense, the CBC or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher.

At the conference, the CBC or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal; and
- An opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

### **Consideration of Mitigating Factors**

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,

## *Disciplinary Alternative Education Program (DAEP) Placement*

5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

### **Placement Order**

After the conference, if the student is placed in a DAEP, the CBC shall write a placement order. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in a DAEP and the length of placement is inconsistent with the guidelines included in this Code of Conduct, the placement order shall give notice of the inconsistency.

### **DAEP at Capacity**

If a DAEP is at capacity at the time the CBC is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If a DAEP is at capacity at the time the CBC is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to a DAEP for the remainder of the period.

### **Coursework Notice**

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

### **Length of Placement**

The CBC shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

## *Disciplinary Alternative Education Program (DAEP) Placement*

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

### **Exceeds One Year**

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

### **Exceeds School Year**

Students who are in a DAEP placement at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the CBC or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
2. The student has engaged in serious or persistent misbehavior (see **glossary**) that violates the district's Code of Conduct.

### **Exceeds 60 Days**

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

### **Appeals**

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the CBC's office, the central administration office, or through Policy Online® at the following address:

<https://pol.tasb.org/PolicyOnline/PolicyDetails?key=725&code=FNG#localTabContent>

Appeals shall begin at Level One with the campus principal.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board. Additional information regarding the grievance process is available at:

<https://www.bmtisd.com/Page/6520>. Please note that Beaumont ISD Board Policies provide **that all complaints must be filed within 15 business days of the date the complainant first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.**

## *Disciplinary Alternative Education Program (DAEP) Placement*

### **Restrictions During Placement**

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or cocurricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

The district shall provide transportation to students in a DAEP, unless a bus infraction is pending.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony, but may not attend related graduation activities unless otherwise specified in the DAEP placement order.

### **Placement Review**

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the CBC or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

### **Additional Misconduct**

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC may enter an additional disciplinary order as a result of those proceedings.

### **Notice of Criminal Proceedings**

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication (see **glossary**), or deferred prosecution will be initiated, or
2. The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

## *Disciplinary Alternative Education Program (DAEP) Placement*

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

### **Withdrawal During Process**

When a student violates the district's Code of Conduct in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the CBC may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the CBC or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

### **Newly Enrolled Students**

The district shall decide on a case-by-case basis whether to continue the placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state. The district may place the student in the district's DAEP or a regular classroom setting.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

### **Emergency Placement Procedure**

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

### **Transition Services**

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

## **Placement and/or Expulsion for Certain Offenses**

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

### **Registered Sex Offenders**

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the district's students.

### **Review Committee**

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

### **Newly Enrolled Students**

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

### **Appeal**

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

### **Certain Felonies**

Regardless of whether DAEP placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or CBC makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must have:

## *Placement and/or Expulsion for Certain Offenses*

- Received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred,
2. The location at which the conduct occurred,
3. Whether the conduct occurred while the student was enrolled in the district, or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

### **Hearing and Required Findings**

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

### **Length of Placement**

The student is subject to the placement until:

1. The student graduates from high school,
2. The charges are dismissed or reduced to a misdemeanor offense, or
3. The student completes the term of the placement or is assigned to another program.

### **Placement Review**

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the CBC or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

## *Placement and/or Expulsion for Certain Offenses*

### **Newly Enrolled Students**

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

## **Expulsion**

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

### **Discretionary Expulsion: Misconduct That May Result in Expulsion**

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 18.)

#### **Any Location**

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
  - Aggravated assault.
  - Sexual assault.
  - Aggravated sexual assault.
  - Murder.
  - Capital murder.
  - Criminal attempt to commit murder or capital murder.
  - Aggravated robbery.
- Breach of computer security. (See **glossary**.)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

## **At School, Within 300 Feet, or at a School Event**

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug, A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See **glossary** for “under the influence.”)
- Selling, giving, or delivering another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

## **Within 300 Feet of School**

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child.
- Aggravated kidnapping.
- Manslaughter.
- Criminally negligent homicide.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony controlled substance or dangerous drug offenses, not including THC.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

## **Property of Another District**

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the

student is attending a school-sponsored or school-related activity of a school in another district in Texas.

### While in a DAEP

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code of Conduct, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code 1.07; or
4. Conduct that constitutes the offense of:
  - a. Public lewdness under Penal Code 21.07;
  - b. Indecent exposure under Penal Code 21.08;
  - c. Criminal mischief under Penal Code 28.03;
  - d. Hazing under Education Code 37.152; or
  - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

### Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

#### Under Federal Law

- Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See **glossary**.)

**Note:** Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

#### Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
  - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.) *Note:* A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
  - A location-restricted knife, as defined by state law. (See **glossary**.)

- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
  - Aggravated assault, sexual assault, or aggravated sexual assault.
  - Arson. (See **glossary**.)
  - Murder, capital murder, or criminal attempt to commit murder or capital murder.
  - Indecency with a child.
  - Aggravated kidnapping.
  - Aggravated robbery.
  - Manslaughter.
  - Criminally negligent homicide.
  - Continuous sexual abuse of a young child or disabled individual.
  - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

### Under Age Ten

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

### Process

If a student is believed to have committed an expellable offense, the CBC or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

### Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,

2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the Director of Student Discipline, or the Director's designee, the authority to conduct hearings and expel students.

### **Board Review of Expulsion**

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

### **Expulsion Order**

Before ordering the expulsion, the board or CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the Director of Student Discipline, or designee, shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Code of Conduct, the expulsion order shall give notice of the inconsistency.

### **Length of Expulsion**

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

### **Withdrawal During Process**

When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the CBC or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

### **Additional Misconduct**

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC or the board may issue an additional disciplinary order as a result of those proceedings.

### **Restrictions During Expulsion**

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

### **Newly Enrolled Students**

The district shall continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

### **Emergency Expulsion Procedures**

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

### **DAEP Placement of Expelled Students**

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

### **Transition Services**

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

## Glossary

**Abuse** is improper or excessive use.

**Aggravated robbery** is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
  - a. 65 years of age or older, or
  - b. A disabled person.

**Armor-piercing ammunition** is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

**Arson** is defined in part by Penal Code 28.02 as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
  - a. Any vegetation, fence, or structure on open-space land; or
  - b. Any building, habitation, or vehicle:
    - (1) Knowing that it is within the limits of an incorporated city or town,
    - (2) Knowing that it is insured against damage or destruction,
    - (3) Knowing that it is subject to a mortgage or other security interest,
    - (4) Knowing that it is located on property belonging to another,
    - (5) Knowing that it has located within it property belonging to another, or
    - (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
  - a. Recklessly damaging or destroying a building belonging to another, or
  - b. Recklessly causing another person to suffer bodily injury or death.

**Assault** is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

**Breach of computer security** includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes

school district property or information or commits a breach of any other computer, computer network, or computer system.

**Bullying** is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

**Chemical dispensing device** is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

**Club** is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

**Controlled substance** means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

**Criminal street gang** is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

**Cyberbullying** is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

**Dangerous drug** is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

**Dating violence** occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

**Deadly conduct** under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

**Deferred adjudication** is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

**Deferred prosecution** may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

**Delinquent conduct** is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

**Discretionary** means that something is left to or regulated by a local decision maker.

**E-cigarette** means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

**Explosive weapon** is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

**False alarm or report** under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

**Firearm** is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

**Graffiti** includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

**Handgun** is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

**Harassment** includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
  - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
  - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
  - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
  - d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
  - e. Making a telephone call and intentionally failing to hang up or disengage the connection;
  - f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
  - g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;

- h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or
- i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

**Hazing** is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated. **Hit list** is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

**Improvised explosive device** is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

**Indecent exposure** is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person and is reckless about whether another is present who will be offended or alarmed by the act.

**Intimate visual material** is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

**Location-restricted knife** is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

**Knuckles** means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

**Look-alike weapon** means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

**Machine gun** as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

**Mandatory** means that something is obligatory or required because of an authority.

**Paraphernalia** are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

**Possession** means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;
3. Telecommunications or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

**Prohibited weapon** under Penal Code 46.05(a) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice: An explosive weapon;
  - a. A machine gun;
  - b. A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

**Public Lewdness** is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

**Public school fraternity, sorority, secret society, or gang** means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

**Reasonable belief** is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information and must consider the information furnished in the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

**Self-defense** is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

**Serious misbehavior** means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
  - a. Public lewdness under Penal Code 21.07;
  - b. Indecent exposure under Penal Code 21.08;
  - c. Criminal mischief under Penal Code 28.03;
  - d. Hazing under Education Code 37.152; or
  - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

**Serious or persistent misbehavior** includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

**Short-barrel firearm** is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

**Terroristic threat** is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

**Tire deflation device** is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

**Title 5 felonies** are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

**Under the influence** means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the in-fluence" need not be legally intoxicated to trigger disciplinary action.

**Use** means voluntarily introducing into one's body, by any means, a prohibited substance.

**Zip gun** is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.



## Board Exhibit Cover Sheet

**Meeting Date:** July 20, 2023

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

**Agenda Item Title:** Approve Budget Amendments

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):**

**Executive Summary:**

**Recommendation:** Approve budget amendment GF-1 and accept amendments SR-1 and SR-2.

**Budget Impact\* (if applicable):**

**Funding Source (if applicable):**

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

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

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

Cheryl Hernandez  
Cabinet Level Presenter's Signature

7/12/23  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel's Signature

\_\_\_\_\_  
Date

## **Explanations of July Budget Amendments**

### **General Fund GF-1**

- Record a \$330,000 increase in State Revenue.
- Increase Police Department salaries budget \$330,000.
- Increase for purchase orders carried forward from FY 22-23 for items not yet received or services performed on projects in progress:
  - (Function 33) Health Services - \$9,065
  - (Function 41) Business Administration - \$11,247
  - (Function 51) Maintenance & Operations - \$3,951,241
  - (Function 52) Information Services - \$1,125,751

### **Special Revenue SR-1**

- Fund 263 Title III- Reallocating funds to purchase Istation Licenses for 23-24 school year.

### **Special Revenue SR-2**

- Fund 282 ESSER III – Reallocating funds to correct function for SEL Coordinator Position.

**2023-2024 BUDGET AMENDMENT NUMBER GF-1**

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<b><u>Revenues</u></b>			
199.00.5812.00.000.00.000	25,834,231	330,000	26,164,231
Total Revenues		<b>(330,000)</b>	
<b><u>Expenditures</u></b>			
199.52.61XX.90.850.99.000	2,613,888	330,000	2,943,888
199.33.6299.60.810.99.000	2,700	4,350	7,050
199.33.6395.60.810.99.000	10,960	4,715	15,675
199.41.6395.70.726.99.000	10,000	11,247	21,247
199.51.6299.07.819.99.000	-	2,624,437	2,624,437
199.51.6299.80.819.99.000	1,324,772	548,779	1,873,551
199.51.6639.07.819.99.000	-	167,456	167,456
199.51.6319.80.819.99.000	150,000	25,500	175,500
199.51.6631.07.819.99.000	-	16,390	16,390
199.51.6299.80.819.99.602	200,000	50,350	250,350
199.51.6299.80.819.99.608	600,000	86,250	686,250
199.51.6299.80.819.99.877	-	49,500	49,500
199.51.6219.80.819.99.000	90,000	293,395	383,395
199.51.6299.80.006.99.000	-	89,184	89,184
199.52.6395.07.818.99.000	-	1,125,751	1,125,751
Total Expenditures		<b><u>5,427,304</u></b>	
<b>Net Change in the General Fund Budget</b>		<b><u>(5,097,304)</u></b>	
<hr/>			
<b>2022-2023 BUDGET CHANGE</b>			
Total Revenues/Other Sources	171,807,722	(330,000)	172,137,722
Total Expenditures	<u>171,807,722</u>	<u>5,427,304</u>	<u>177,235,026</u>
2022-2023 Adjusted	-	(5,097,304)	(5,097,304)

**2022-2023 BUDGET AMENDMENT NUMBER SR-1**

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<b>Instruction</b>			
<u>263.11.6399.00.809.25.000</u>	115,579	13,247	128,826
	-	-	
<b>Curriculum &amp; Development</b>			
<u>263.13.6299.00.809.25.000</u>	18,080	(11,312)	6,768
263.13.6411.00.809.25.000	765	(735)	30
<b>Instructional Leadership</b>			
<u>263.21.6411.00.809.25.000</u>	1,800	(1,200)	600
Total Expenditures		<u>-</u>	
Net (Increase) ESEA TITLE III		<u><u>-</u></u>	

**2022-2023 BUDGET CHANGE**

Total Revenues/Other Sources	264,280	-	264,280
Total Expenditures	<u>264,280</u>	-	<u>264,280</u>
2022-2023 Adjusted	-	-	-

**2022-2023 BUDGET AMENDMENT NUMBER SR-2**

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<b><u>Instruction</u></b>			
282.11.6299.GD.043.30.000	837,781	(40,000)	797,781
	-	-	
<b><u>Social Services</u></b>			
282.31.6299.GD.043.30.000	110,000	40,000	150,000
Total Expenditures		<u>-</u>	
Net (Increase) ARP ESSER III		<u><u>-</u></u>	

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**2022-2023 BUDGET CHANGE**

Total Revenues/Other Sources	57,127,666	-	57,127,666
Total Expenditures	<u>57,127,666</u>	-	<u>57,127,666</u>
2022-2023 Adjusted	-	-	-



## Board Exhibit Cover Sheet

**Meeting Date:** July 20, 2023

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

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

**Cabinet Level Presenter(s):** Cheryl Hernandez

**Additional Presenter(s):** Peggy Haynes, Jackie Simien, Mary Ellen Vivrett, Jenny Angelo, Danette Menendez

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

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

**Budget Impact\* (if applicable):** General Fund: \$2,019,071.44  
Federal Funds: \$7,289,561.63  
IMA Funds: \$230,738.30

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

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

**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

## General Fund

A-1 Maida Fence Co.	Maintenance & Operations	Security gate for Marshall MS.	RFP #22.11	\$64,997.00
MidTex Oil	Transportation	Fuel for Transportation Department.	Null	Not to exceed \$400,000.00
Texas Sports & Civil Engineering	Maintenance & Operations	Engineering services for West Brook and Beaumont United tennis court and softball field improvements.	TEC 2254	Estimated \$160,000.00
Guardtech Pest Management	Maintenance & Operations	Pest control supplies and services for district buildings.	Region 5 20220902	Not to exceed \$115,000.00
Hellas Construction	Athletics	Contractor for West Brook HS track improvements. Base proposal A, B, & D.	TIPS JOC 23020102	\$310,250.00
Finalsite	Community and Media Relations	Annual contract for website content management and mass communications system. This is a multiyear contract.	TIPS 220701	\$102,265.00
Hernandez Office Solutions	Business Office	Final extension of copier lease for district wide copiers.	DIR-CPO-4428	\$301,810.44
TASB	Risk Management	Renewal for school liability and automobile coverage.	Interlocal	\$564,749.00
<b>TOTAL</b>				<b>\$2,019,071.44</b>

## Federal Funds

Dairy Farmers of America (Oak Farms Dairy)	Child Nutrition	Milk products.	SPA 03-2023	Not to exceed \$1,140,000.00
Gordon Food Service	Child Nutrition	Fresh, canned, and frozen food items; meats, vegetables, fruits, eggs, and grocery products.	SPA 04-2023	Not to exceed \$4,100,000.00
Gordon Food Service	Child Nutrition	Non-food related items; disposables, dining supplies, and kitchen supplies.	SPA 04-2023	Not to exceed \$658,000.00
Hardie's Fresh Foods	Child Nutrition	Fresh produce, proteins, cheese, eggs, pantry, and dry goods.	SPA 07-2022	Not to exceed \$470,000.00
Hardie's Fresh Foods	Child Nutrition	Fresh fruits and vegetables.	USDA	Not to exceed \$88,264.00
Guardtech Pest Management	Child Nutrition	Pest control supplies and services for district cafeterias.	Region 5 20220902	Not to exceed \$50,000
Imagine Learning	Curriculum	Online teaching to students with a live teacher feature.	BuyBoard 573-18	\$169,000.00
Amplify	Curriculum	Subscription for m-class. Reading tool to determine English skill levels on all TEKS grades 3-6.	BuyBoard 653-21	\$91,911.70
Amplify	Curriculum	Subscription for m-class. Diagnostic reading tool to determine Reading skill levels on all TEKS grade K-2.	BuyBoard 653-21	\$75,960.00

Relay/GSE	Office of Innovations	Regional support coaching for focus schools.	CTPA	\$269,500.00
School Mint	Office of Innovations	Renewal of classroom and teacher feedback platform.	CTPA 22-302	\$75,078.00
Lakeshore Learning	Bingman Head Start	Purchase of furniture and instructional supplies.	Buyboard 653-21	\$101,847.93
<b>TOTAL</b>				<b>\$7,289,561.63</b>

## IMA Funds

Accelerate Learning	Research, Planning, Evaluation	Renewal for Stemsscopes Elementary Math Curriculum.	TEA	\$159,750.80
SAVVAS	Research, Planning, Evaluation	Renewal for Social Studies Curriculum.	TEA	\$70,987.50
<b>TOTAL</b>				<b>\$230,738.30</b>

A-1 Maida Fence Company

4790 Washington Blvd.  
Beaumont, TX 77707  
(409)861-1144  
(409)860-3841

# Estimate

Date	Estimate #
6/20/2023	5726

Name / Address
Beaumont I.S.D 1650 Caldwell Beaumont, TX 77703

Ship To
Marshall

P.O. No.	Rep
	JW

Item	Description	Total
New Construct	700ft- 8ft black 6 gauge chain link 2- 6ft panic bar gates 2- 25ft cantilever gates 2- 25ft double swing gates	64,997.00

THANK YOU,  
Jason Wood

<b>Subtotal</b>	\$64,997.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$64,997.00

July 5, 2023

Beaumont ISD  
3395 Harrison Avenue  
Beaumont, TX 77706

**RE:** *West Brook HS / Tennis Courts & Softball Field Improvements*  
*Beaumont United HS / Softball Field Improvements*

Texas Sports & Civil Engineering (TSCE) is pleased to submit the following proposal to perform civil engineering services, as more fully described below, for the Improvements at West Brook High School and Beaumont United High School.

**SCOPE:**

West Brook High School

- (8) Tennis Courts Reconstruction
- Fencing and Windscreen
- Netting
- Backboards
- Sports Lighting
- Softball +/- 40,560 SF Synthetic Turf Field

Beaumont United High School

- Softball +/- 49,100 SF Synthetic Turf Field

**ENGINEERING TASKS TO BE PROVIDED:**

- *Demolition Plan*  
TSCE will prepare and submit a Demolition Plan depicting any existing site improvements and utilities to be removed and/or relocated for this project.
- *Civil Site Plan*  
TSCE will create a site plan depicting all layouts.
- *Specifications*  
TSCE will prepare a set of construction Specifications.
- *Grading and Drainage Plans*  
TSCE will prepare a Grading and Drainage Plan. These plans will include all proposed grades and flow lines for the construction of the new tennis courts and softball fields.
- *Storm Water Pollution Prevention Plan (SWPPP)*  
TSCE will prepare a Storm Water Pollution Prevention Plan (SWPPP) for the project in compliance with local jurisdiction requirements. The Client and the General Contractor will have operational control of the construction plans and specifications, of scheduling and sequencing, and site conditions, once the plans have been approved by the appropriate governing agency, and construction has begun.

- *Bidding*  
TSCE will help with the bidding process, be present to both Pre-Bid and Bid, and help the District with contractor selection.
- *Meetings with the Client*  
TSCE will attend meetings with the Contractor and Client during the course of the project.
- *Construction Support*  
TSCE will provide construction support services that include review of monthly application of payments, change orders, project allowance authorization, submittals, RFIs, progress meetings with owner and contractor, site visits and field reports including final punch list. Construction Support shall be included, and not removed from the project by any means.
- *As - Built Drawings*  
Upon completion of the Work, TSCE shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction.

**EXCLUSIONS:**

Services paid by the Client and not TSCE under this agreement include, but are not limited to the following:

- Any design plans, onsite or offsite, not within or mentioned in the above scope
- Testing or Special Inspections (Estimate amount: \$5,000 - \$6,000)
- Permitting Fees & Printing Sets for Permit Review
- Geotechnical Investigation and Report (Estimate amount: \$5,000 - \$6,000)
- Traffic Study or Analysis, or Traffic Signalization
- Topographic Services
- Storm Water Quality

**PROPRIETARY DOCUMENTATION:**

All documentation, including but not limited to marketing materials, layouts, sketches, plans, and photographs, that may have been provided to Client concerning this Contract are proprietary to TSCE and shall not be reproduced or disseminated in any way. Client shall have no right to copies of any plans or other materials, whether copyrighted or not, of TSCE. Client shall have no right to control the use of such documentation, nor shall be entitled to any compensation for the use of such documentation.

**ENGINEERING FEE STRUCTURE:**

TSCE is proposing compensation for all services listed above for 5.8% of Final Construction Cost.

Compensation of each phase of services shall be as follows:

• Construction Documents	50 %
- Drawings submitted to City/County	
- IFC/IFB Drawings & Specs	
• Bidding Phase	10%
- Pre-Bid Meeting	
- Bid Meeting (Contractor Selection)	
• Construction Administration	40 %
- Per Contractor PayApp	
<b>TOTAL BASIC COMPENSATION</b>	<b>100 %</b>

**PROJECT ESTIMATED BUDGET:**

**TENNIS COURTS:**

- 45,000SF of post tension Slab	\$480,000.00
- 10' PVC Coated 1,062LF	\$125,000.00
- 6" lime stabilized	\$82,000.00
- 6 Lights	\$300,000.00

**WEST BROOK HS – SOFTBALL FIELD:**

- 40,000SF of SB grass to turf (6" of Rock)	\$540,000.00
- 6" Lime stabilization	\$82,000.00

**BEAUMONT UNITED HS – SOFTBALL FIELD:**

- 45,000SF of SB Grass to turf (6" Rock)	\$607,000.00
- 6" Lime Stabilization	\$82,000.00

**ESTIMATED BUDGET TOTAL** **\$2,300,000.00**

This proposal is valid for 90 days from this date. We reserve the right to amend this proposal after that time dependent on project schedule and costs. If this is satisfactory and acceptable, please acknowledge by signing and returning a copy of the attached Agreement to our office.

Thank you,



Kenneth Jurado, P.E. / President  
Texas Sports & Civil Engineering, LLC.



# QUOTE ANALYSIS FORM

Form version 7.23.2019

## INSTRUCTIONS FOR COMPLETION:

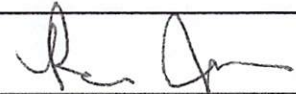
- 1) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
- 2) All awards should be made to the vendor whose proposal offers the "best value" to Beaumont ISD.
- 3) Awards based on "best value" may consider various factors, including but not limited to:
  - (a) Price / Total Cost of Ownership, (b) Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet District Needs, (f) Client References, (g) Past Experience with Beaumont ISD, and/or (h) any other relevant factor that ensures best value to the District.
- 4) Upon consideration of all factors, if all quotes meet District needs, the award should be made to the lowest bidder.

<b>Quote Analysis Summary</b>			
All awards should be made based on "Best Value" to the District. Please write a short summary below of each the vendor was chosen or denied.			
<b>Vendor Name:</b>	Hellas Construction	<b>Quote Total:</b>	<b>\$310,250.00</b>
<b>Summary:</b>	Proposal price includes 8-lane track resurfacing, Sand Pits Reconstruction and an allowance for asphalt repairs.		
<b>Vendor Name:</b>	TGS Sports, LLC	<b>Quote Total:</b>	<b>\$379,100.00</b>
<b>Summary:</b>	Proposal price includes 8-lane track resurfacing, Sand Pits Reconstruction and an allowance for asphalt repairs.		
<b>Vendor Name:</b>	EMA Sports Solutions, LLC	<b>Quote Total:</b>	<b>\$558,464.30</b>
<b>Summary:</b>	Proposal price includes 8-lane track resurfacing, Sand Pits Reconstruction and an allowance for asphalt repairs.		

**Vendor Selected:** Hellas Construction

**Selection Justification:** Hellas Construction offers the lowest proposal price for the project. The District has used Hellas Construction for similar projects in the past and have been pleased with their services. Hellas Construction offers the best value for the West Brook High School Track Improvements.

**Name of Person Completing this Form:** Dr. Ronald Jackson

**Signature:**  7-12-23



Office of Business and Finance

PROPOSAL FORM

REQUEST FOR QUOTE

1.1 TO: Beaumont Independent School District  
 Attn: Purchasing Department  
[bids@bmtisd.com](mailto:bids@bmtisd.com)

1.2 SUBMITTED BY:  
 Tyler Pufahl

Address:  
 12000 West Parmer Lane Austin, TX 78613

Phone No.: 512-250-2910 Email: tpufahl@hellasconstruction.com Date: 7/7/23

Signature:

1.3 PROPOSAL: (Base Proposal Price)  
 (Please also submit line item quote from RS means)

- A. 8-Lane Track – Resurfacing \$ 191,950.00  
 (to include structural spray track surface for 8-lane track, pole vault runways, high jump and +/- 220SF rectangle on north end of D-zone, and LJ/TJ runways with stainless steel take-off boards)
  - B. LJ/TJ Sand Pits Reconstruction: \$ 68,300.00  
 (runways will be resurfaced)
  - C. 4' PVC Black Coated Fence around the track \$ 165,400.00
  - D. Asphalt Repair Allowance: \$ 50,000.00
- Total Base Proposal: (sum of A, B, C, D) \$ 475,650.00

*adjusted price \$310,250.00*

1.4 ALTERNATES: (Alternate Proposal Price)

- A. Track Curb (reconstruction) \$ 195,200.00
- Track Curb (replacement/LF) \$ 57.24
- B. 8-foot Perimeter Black PVC Coated Fence and Gates \$ 372,600.00
- C. 10mm Full Pour Track Surface \$ 475,400.00
- D. LJ/TJ Concrete Runways \$ 47,900.00

Administration Building  
 3395 Harrison Avenue  
 Beaumont, TX 77706  
 p 409-617-5000  
[bmtisd.com](http://bmtisd.com)



**1.5 JOC CONTRACT:**

1 GPA Purchasing Cooperative Name  
23-01-DP-03 Athletic Surfaces, Appurtenances and Minor Structure  
\_\_\_\_\_ JOC Contract Number 8/14/2025 Expiration Date

**1.6 OTHER:**

Acknowledge Addenda: (#s & dates): Addendum 1 - June 27, 2023 Addendum 2- July 6, 2023

Please provide an estimated duration to complete the 8-lane track improvements:

30 Days for track surfacing, civil work 35 Days

**1.7 Please provide any additional comments/concerns regarding Specs/Pricing/Availability:**

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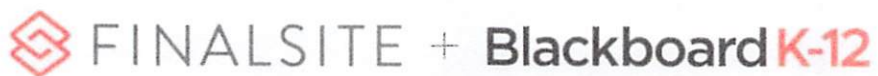
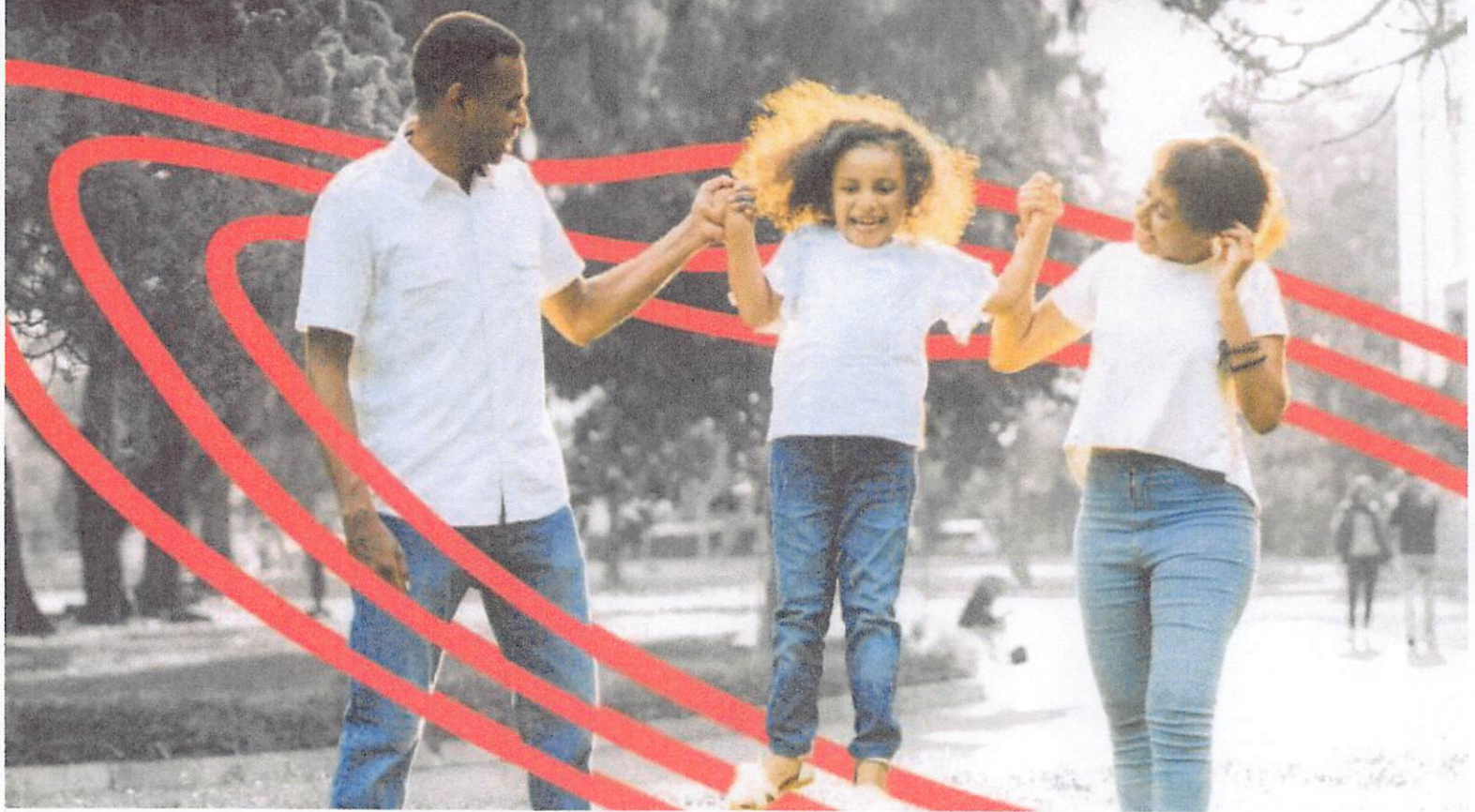
## Better Tools. Stronger Districts.

An easier way to showcase your district, manage communications and strengthen your online presence.

Prepared for:

**Beaumont Independent School District**

Submitted by:



## Scope of Software and Services Included in Pricing

### CREATIVE AND DEPLOYMENT SERVICES PACKAGE

WCM Conversion Replication Package  
 The Statement of Work ('SOW') for this Creative Services Package can be reviewed here  
[www.finalsite.com/wcm-crp](http://www.finalsite.com/wcm-crp)

### COMPOSER CMS PLATFORM

#### Core Communications Platform - Blackboard WCM Conversion

View a detailed description of what's included in your software package here <https://www.finalsite.com/wcm-conv-pkg>

### Products Included in Communications Core Platform - Blackboard WCM Conversion

Finalsite Composer Content Management System	Granular Permissions
Admin Users. Editors (84)	HTTPS Implementation
Admins with ticketing rights (28)	Knowledge Base and Product Training Resources
Basic Integrated Site Search	Mobile Friendly, Responsive Designs
Calendar Manager	News / Blogs via Posts (112 boards pooled)
Website cloud storage / 250 GB	Page Based Notifications (Unlimited)
Comprehensive Training Program	Published Pages (Unlimited)
Content Migration for Tiers 1, 2, 3	Resources (Media, Galleries, Document Library)
Drag - and - Drop Page Elements	Secure Hosting & CDN
District Site and 27 Additional Sites	Single Sign-On
Faculty / Staff Directory (public facing)	Social Media Feeds for Districts - Standard (28)
Faculty / Staff Portal	Standard Support Plan
Forms Manager (112 forms pooled)	

#### Additional Products or Services Purchased:

### DATA INTEGRATION

Google Authentication / SSO	LDAPS/Active Directory Integration
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### MODULES

Weglot Advanced 1M (10 languages)	
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### TRAINING & SUPPORT

Support Plan - Premium	
------------------------	--

#### Community Engagement Products:

*[x] indicates product removed.*

Mass Notifications
--------------------

Mass Notifications	
<b>Mobile Communications App</b>	
Mobile Communications App Intg	App Store Maintenance Service
<b>Web Community Manager</b>	
WCM Essential	

## Finalsite Support Plan

### Premium

- Priority Ticket Routing for all tickets (problem and non-problem tickets)
- 24/7 support for **critical** issues via ticketing system, email ticket, or voicemail ticket
- On-demand phone support with Priority Call Routing (during business hours)
- Unlimited access to Knowledgebase articles, help videos, and self-guided training materials
- CommunityVoice user community access

## Pricing for Content Management System, Communications Solutions, Training, Support, and Hosting

<b>TOTAL SETUP COST (USD)</b>
\$ 0

<b>SCHEDULE</b>	<b>AMOUNT</b>
Year 1	\$ 102,265
Year 2	\$ 98,689
Year 3	\$ 100,313
Year 4	\$ 101,936
Year 5	\$ 103,560

The above schedule includes access to Finalsite’s industry-leading software, security, hosting, 24/7 support, and training.



**Beaumont ISD**

**Contribution & Coverage Summary (CCS)**  
**Participation Period: 9/1/2023 through 8/31/2024**

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

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

Coverage	Limit	Deductible	Contribution
Automobile Liability	\$100K Person Bodily / \$300K Occurrence Bodily / \$100K Occurrence Property	\$10,000	\$267,892
Automobile Physical Damage	Actual Cash Value	See Automobile Coverage Summary	\$53,484
School Liability including Professional Legal, General, and Employee Benefits Liability	See School Liability Coverage Summary	See School Liability Coverage Summary	\$235,373
Privacy & Information Security	\$500,000	\$0	\$8,000
Violent Acts	\$250,000	\$0	No Cost
<b>Total Contribution</b>			<b>\$564,749</b>

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

**Beaumont Independent School District**  
**Child Nutrition Department**  
**2023-2024 Purchase Orders Greater than \$50,000 for Board Approval**

Vendor	Description	PO Amount
Dairy Farmers of America, Oak Farms Dairy	Milk	\$1,140,000.00
Gordon Food Service	Food	\$4,100,000.00
Gordon Food Service	Non-Food	\$658,000.00
Hardie's Fresh Foods	Produce	\$470,000.00
Hardie's Fresh Foods	Produce FFVP	\$88,264.00
	6341 Food	\$5,798,264.00
	6341 Non-Food	\$658,000.00
	<b>Total Presented</b>	<b>\$6,456,264.00</b>

# QUOTE ANALYSIS FORM

Form version 7.23.2019



## INSTRUCTIONS FOR COMPLETION:

- 1) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
- 2) All awards should be made to the vendor whose proposal offers the "best value" to Beaumont ISD.
- 3) Awards based on "best value" may consider various factors, including but not limited to:
  - (a) Price / Total Cost of Ownership, (b) Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet District Needs, (f) Client References, (g) Past Experience with Beaumont ISD, and/or (h) any other relevant factor that ensures best value to the District.
- 4) Upon consideration of all factors, if all quotes meet District needs, the award should be made to the lowest bidder.

### Quote Analysis Summary

All awards should be made based on "Best Value" to the District. Please write a short summary below of each the vendor was chosen or denied.

Vendor Name:	Imagine Learning	Quote Total:	\$ 169,000.00	\$260 per student
Summary:	Provides online teaching to students with a live teacher feature. This program has been used previously without the live teacher feature. This meets the guidelines by TEA as a teacher of record for student learning.			
Vendor Name:	Edmentum	Quote Total:	\$ 116,350.00	\$179 per student
Summary:	Provides online teaching without a live teacher option. This does not meet the TEA requirements for teacher of record.			
Vendor Name:	Elevate K-12	Quote Total:	\$ 281,450.00	\$433 per student
Summary:	Provides live instruction through zoom technology. We used this program for the 22-23 school year and it did not meet our needs.			

Vendor Selected: Imagine Learning

Selection Justification: We have utilized Imagine Learning/Edgenuity for many years in BISD with proven results. The new live teacher feature allows us to increase our utilization for classrooms without a teacher of record. This program will be the best fit for our needs.

Name of Person Completing this Form: Jenny Angelo

Signature: 

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



# Price Quote

8860 E. Chaparral Rd  
Suite 100  
Scottsdale, AZ 85250  
877-725-4257

Date 7/10/2023  
Quote No. 300528  
Acct. No. 03:be:TX:12215636  
Total \$169,000.00  
Pricing Expires 9/30/2023

Beaumont Independent School District  
3395 Harrison Ave  
Beaumont TX 77706

Payment Schedule	Contract Start	Contract End
	8/1/2023	12/31/2023

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. Beaumont Independent School District	IS Teaching per Semester (18 week) Course (14 day drop/add grace period)		12/31/2023	\$260.00	650	\$169,000.00

Subtotal \$169,000.00  
Total \$169,000.00

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

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

**Beaumont Independent School District**

**Imagine Learning Representative**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

# QUOTE ANALYSIS FORM

Form version 7.23.2019



## INSTRUCTIONS FOR COMPLETION:

- 1) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
- 2) All awards should be made to the vendor whose proposal offers the "best value" to Beaumont ISD.
- 3) Awards based on "best value" may consider various factors, including but not limited to:
  - (a) Price / Total Cost of Ownership, (b) Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet District Needs, (f) Client References, (g) Past Experience with Beaumont ISD, and/or (h) any other relevant factor that ensures best value to the District.
- 4) Upon consideration of all factors, if all quotes meet District needs, the award should be made to the lowest bidder.

### Quote Analysis Summary

All awards should be made based on "Best Value" to the District. Please write a short summary below of each the vendor was chosen or denied.

Vendor Name:	Amplify	Quote Total:	\$ 91,911.70
Summary:	mClass is a supplemental formative diagnostic reading tool that allows teachers to determine student skill level on all TEKS. It provides interventional next steps for each skill/component. Quote includes online student licences for English and ESL students in grades 3 - 5.		
Vendor Name:	Benchmark Education	Quote Total:	\$ 89,115.00
Summary:	Program provides online reading assessments but is not correlated to TEKS. The data would not be comprehensive on each student.		
Vendor Name:	Argo Brothers	Quote Total:	\$ 50,570.00
Summary:	Materials are print only for Reading skills and are aligned to CommonCore standards rather than TEKS.		

Vendor Selected: Amplify

Selection Justification: This program is a robust diagnostic tool for Reading TEKS that provides detailed data with interventional next steps for each skill identified. It has been used previously in BISD with success. Amplify/mClass is provided in English and for ESL students as Lectura. Amplify best meets the needs of our students.

Name of Person Completing this Form: Jenny Angelo

Signature: 

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



# Price Quote

## Amplify

55 Washington Street, Suite 800  
Brooklyn, NY 11201  
Phone: (800) 823-1969  
Fax: (646) 403-4700

Quote #: Q-206426-2  
Date: 4/6/2023  
Expires On: 10/31/2023

### Customer Contact Information

D'Lana Barbay  
Beaumont Ind School District  
(409) 617-5000  
dbarbay@bmtisd.com

### Amplify Contact Information

Mary Brown  
Account Executive  
(832) 594-6425  
marbrown@amplify.com

2 Months of Paid Service for mClass & Lectura K-2 - Free Period Ends 8/31/24

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS Texas - 1yr (2023-2024)	3,380.00	\$14.90	\$41,912.00	\$8,450.00
mCLASS:Lectura Annual Student Subscr for existing mCLASS customers - 1yr (2023-2024)	488.00	\$5.00	\$2,033.30	\$406.70
Boost Reading Texas G3-5 Student License - 1yr (2023-2024)	1,500.00	\$21.10	\$0.00	\$31,650.00
mCLASS Texas, G3-G6 - 1yr (2023-2024)	3,450.00	\$14.90	\$0.00	\$51,405.00
<b>TOTAL</b>			\$43,945.30	\$91,911.70

TOTAL DISCOUNT

\$43,945.30

GRAND TOTAL

\$91,911.70

### Scope and Duration

#### Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

#### License and Services Term:

- Licenses: 11/01/2023 until 10/31/2024.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

# QUOTE ANALYSIS FORM

Form version 7.23.2019



## INSTRUCTIONS FOR COMPLETION:

- 1) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
- 2) All awards should be made to the vendor whose proposal offers the "best value" to Beaumont ISD.
- 3) Awards based on "best value" may consider various factors, including but not limited to:
  - (a) Price / Total Cost of Ownership, (b) Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet District Needs, (f) Client References, (g) Past Experience with Beaumont ISD, and/or (h) any other relevant factor that ensures best value to the District.
- 4) Upon consideration of all factors, if all quotes meet District needs, the award should be made to the lowest bidder.

### Quote Analysis Summary

All awards should be made based on "Best Value" to the District. Please write a short summary below of each the vendor was chosen or denied.

Vendor Name:	Amplify	Quote Total:	\$ 75,960.00
Summary:	mClass is a formative diagnostic reading tool that allows teachers to determine student skill level on all TEKS. It provides interventional next steps for each skill/component. It has been used for multiple years in the district with success. Quote includes online student licences.		
Vendor Name:	Learning A-Z	Quote Total:	\$ 20,500.00
Summary:	Reading A-Z is a formative diagnostic tool that does not contain all the components of Amplify/mClass. It does not provide interventional next steps for students and is limited in the scope of assessments. The data would not be comprehensive on each student.		
Vendor Name:	Istation	Quote Total:	\$ 28,783.00
Summary:	Istation has been utilized previously in the district and it only provided limited diagnostic testing. Teachers do not receive interventional next steps for students and the data provided is limited.		

Vendor Selected: Amplify

Selection Justification: This program is a robust diagnostic tool for Reading TEKS that provides detailed data with interventional next steps for each skill identified. It meets the TEA guidelines for primary required testing and thus, would meet the needs of the district. The other comparable programs while less expensive, offer only parts of mClass.

Name of Person Completing this Form: Jenny Angelo

Signature: 

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



## Price Quote

### Amplify

55 Washington Street, Suite 800  
Brooklyn, NY 11201  
Phone: (800) 823-1969  
Fax: (646) 403-4700

Quote #: Q-206426-1  
Date: 4/5/2023  
Expires On: 8/31/2023

#### Customer Contact Information

Valerie Maclin  
Beaumont Ind School District  
409-665-8366  
vmaclin@bmtisd.com

#### Amplify Contact information

Mary Brown  
Account Executive  
(832) 594-6425  
marbrown@amplify.com

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Boost Reading Texas GK-2 Student License - 1yr (2023-2024)	3,600.00	\$21.10	\$75,960.00
TOTAL			\$75,960.00

GRAND TOTAL

\$75,960.00

### Scope and Duration

#### Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

#### License and Services Term:

- Licenses: 09/01/2023 until 08/31/2024.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

#### Special Terms:

- FOR SHIPPED MATERIALS:
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

## Relay GSE-Beaumont Regional Leadership Proposal

### Scope of Work

School Year 2023-2024 Services			
Line Item	Services	Time & Cadence	Fee
1A	<p><b>Regional Support Coaching for Focus Schools</b>  <i>Direct, coaching for focus school leaders alongside their Supervisors</i></p> <p><i>Proposed Scope</i></p> <ul style="list-style-type: none"> <li>● 5, 0.5 day in person school visits to works directly with leaders to model core instructional leadership practices in classrooms; 1 visit approximately every 6 weeks</li> <li>● Up to 0.5 days/month of virtual support before and after onsite work for                             <ul style="list-style-type: none"> <li>○ 1:1 coaching sessions</li> <li>○ Implementation planning and follow up</li> <li>○ Ongoing strategic planning and school wide systems building</li> <li>○ Coach preparation and planning</li> </ul> </li> </ul>	<p>7.5 days of support/school</p> <p>5, 0.5 day school visits/school</p> <p>0.5 day/month of virtual coaching/school</p>	\$24,000/school
1B	<p><b>Regional Support Coaching for Supervisors</b>  <i>Direct 1:1 or small group coaching for Supervisors to build skill and capacity for coaching on the Leadership levers</i></p> <p><i>Proposed Scope</i></p> <ul style="list-style-type: none"> <li>● Direct coaching and support for</li> <li>● Strategic planning</li> </ul>	<p>7.5 days of support/year</p> <p>Monthly, 2 hour check ins with returning Supervisor</p> <p>Bi-weekly, 2 hour check in with new</p>	\$21,000

# RELAY/GSE

GRADUATE SCHOOL of EDUCATION

	<ul style="list-style-type: none"> <li>Progress Monitoring and Accountability follow-up</li> <li>Professional Development coordination</li> </ul>	Supervisor	
1C	<p><b>Professional Development</b>  <i>Serves the purpose of refreshing core content for leaders across BISD focus schools</i></p> <p>Fees include the following:</p> <ul style="list-style-type: none"> <li>Facilitator fee + travel</li> <li>Licensing fees for up to 2 levers</li> <li>Course materials</li> <li>On the ground operations support (only for sessions of 100+)</li> </ul> <p>Partner must provide:</p> <ul style="list-style-type: none"> <li>Venue and AV</li> <li>Food and beverage</li> </ul>	5, 0.5 day sessions	<p>\$250/person/session</p> <p>Minimum: 50 participants</p>
1D	<p><b>Program Administration Fee</b></p> <p><i>Services</i></p> <ul style="list-style-type: none"> <li>Relay staff time for coach coordination and management</li> <li>Cross school data review and strategic planning</li> <li>Coordination with Community Schools team</li> </ul>		\$18,000

### Cost Roll-Up

Line Item	Services	Cost
1A	<p><b>Regional Support Coaching for Focus Schools</b></p> <p><i>\$24,000 x 7 schools</i></p>	\$168,000
1B	<b>Regional Support Coaching for Supervisors</b>	\$21,000
1C	<b>Professional Development</b>	\$62,500

# RELAY/GSE

GRADUATE SCHOOL of EDUCATION

	<i>5 sessions x 50 people x \$250/session</i>	
<b>1D</b>	<b>Program Administration Fee</b>	\$18,000
<b>Cost</b>		<b>\$269,500</b>

**Conditions for Success**

1. **Local Point of Contact:** Identify 1-2 leaders within Beaumont ISD to serve as the main point of contact for Relay GSE in order to:
  - a. Facilitate communication with schools
  - b. Facilitate Relay coach’s access to any additional trainings sponsored by the partner (share training resources, reserve a seat at training, etc)
  - c. Work with Relay GSE and program leadership to hold all participating leaders accountable to:
    - i. 100% attendance at all scheduled activities
    - ii. Strong engagement during sessions
    - iii. Strong effort to implement next steps and feedback from Relay faculty
    - iv. Timely submission of Relay deliverables including, but not limited to: school calendars, PD plans, pre work for coaching visits and sessions, strategic plans/playbooks
  
2. **Local Leader Conditions:** Participating leaders have the **ability to:**
  - a. Adopt and implement high-quality, standards aligned interim assessments, ideally that are common across at least a subset of schools in order to anchor collaboration around DII content
  - b. Adopt and implement aligned curriculum for ELA and Math
  - c. Conduct frequent, informal observations of teachers and leaders and provide feedback
  - d. Provide timely access to interim assessment data
  - e. Share/build/adopt a data dashboard tool for collaboration around DII
  
3. **For Regional Support Coaching:** Characteristics of strong candidates include:
  - a. Current and/or previous participation in Relay Leadership Programs core content through Relay’s National Programs or local ILPD. The best candidates typically:

# RELAY/GSE

GRADUATE SCHOOL of EDUCATION

- i. At a minimum, participating leaders have identified high quality interim assessments and curriculum and intend to begin implementation with the support of this partnership and a Relay coach.
- ii. Ideally, high quality curriculum and assessments systems are underway and this partnership and Relay coach can support knowledge and skill building around DII in practice
- iii. In all cases, the best candidates demonstrate a strong commitment to implementing DII content (IA cycles, regular WDMs, PD time for data analysis and action planning, accountability systems for DII)
- b. Exhibit passion about teaching and learning and their roles as instructional leaders
- c. Demonstrate high will and capacity and would be able dedicate time on a weekly basis for instructional coaching which includes, but is not limited to:
  - i. Additional time for instructionally focused coaching-visits, in collaboration with Relay faculty
  - ii. Additional 1:1 coaching of leaders, under the guidance of Relay faculty, to implement action plans that come out of coaching visits
- d. Demonstrate strong critical thinking and are willing to problem solve implementation challenges and commit time to rigorous coaching



Q-05982

**SchoolMint, Inc**  
319 Monroe Street  
Lafayette, LA 70501  
info@schoolmint.com

**Beaumont Independent  
School District**  
3395 Harrison Ave  
Beaumont, Texas  
77706-5009

This Order Form (this "Agreement") is entered into as of

(the "Effective Date"), by and between Beaumont Independent School District("Client"), and SchoolMint, Inc., a Delaware corporation ("SchoolMint"); for a subscription to one or more of SchoolMint's Software-as-a-Service program, related software, documentation and/or services related thereto as set forth below (collectively, the "Services"); subject to the terms set forth in the Master Services Agreement (the "MSA") entered into as of the Effective Date by and between SchoolMint and Client, and the terms of the MSA are incorporated and made a part of this Order Form.

**Subscription Term**

Access to the services described below shall remain in effect from 7/1/2023 until 8/23/2024 ("Subscription Term").

At the end of the initial Subscription Term, the subscription will renew for additional annual periods unless Client provides SchoolMint with at least 60 days advance written notice prior to the expiration of the existing Subscription Term.

**Licensed Services and Associated Fees**

The following Services are licensed for Client use.

7/1/23 - 6/30/24

PRODUCT NAME	DESCRIPTION	QTY	EXTENDED
Grow	Classroom observation and teacher feedback platform, includes non-hosted video hub	319	\$22,649.00

PRODUCT NAME	DESCRIPTION	QTY	EXTENDED
Grow Video Hub	Hosted video hub	319	\$4,785.00
<b>7/1/23 - 6/30/24 TOTAL:</b>			<b>\$27,434.00</b>

7/1/24- 8/23/24

PRODUCT NAME	DESCRIPTION	QTY	EXTENDED
Grow	Classroom observation and teacher feedback platform, includes non-hosted video hub	319	\$3,314.86
Grow Video Hub	Hosted video hub	319	\$700.27
<b>7/1/24- 8/23/24 TOTAL:</b>			<b>\$4,015.13</b>

8/24/23 - 8/23/24

PRODUCT NAME	DESCRIPTION	QTY	EXTENDED
Grow	Classroom observation and teacher feedback platform, includes non-hosted video hub	873	\$61,983.00
Grow Video Hub	Hosted video hub	873	\$13,095.00
<b>8/24/23 - 8/23/24 TOTAL:</b>			<b>\$75,078.00</b>



# QUOTE ANALYSIS FORM

Form version 7.23.2019

## INSTRUCTIONS FOR COMPLETION:

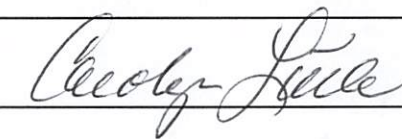
- 1) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
- 2) All awards should be made to the vendor whose proposal offers the "best value" to Beaumont ISD.
- 3) Awards based on "best value" may consider various factors, including but not limited to:
  - (a) Price / Total Cost of Ownership, (b) Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet District Needs, (f) Client References, (g) Past Experience with Beaumont ISD, and/or (h) any other relevant factor that ensures best value to the District.
- 4) Upon consideration of all factors, if all quotes meet District needs, the award should be made to the lowest bidder.

Quote Analysis Summary	
All awards should be made based on "Best Value" to the District. Please write a short summary below of each the vendor was chosen or denied.	
Vendor Name:	Lakeshore Learning <span style="float: right;">Quote Total: \$ 101,847.93</span>
Summary:	All furniture is flex (mobile) and protected for life
Vendor Name:	Kaplan <span style="float: right;">Quote Total: \$ 75,790.70</span>
Summary:	only one piece is mobile - no options for same quality
Vendor Name:	School Specialty <span style="float: right;">Quote Total: \$ 78,117.89</span>
Summary:	No mobility not same quality

Vendor Selected: Lakeshore Learning Materials

Selection Justification: Lakeshore Learning was selected because they offer the same items/furniture that is already being used at the campus. Lakeshore also has the items in stock and ready to be delivered/installed prior to the first day of school.

Name of Person Completing this Form: Carolyn Little

Signature: 

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



# QUOTE 95637

Lakeshore Learning Materials  
2695 E. Dominguez Street Carson, CA 90895  
(310) 537-8600 (800) 421-5354  
FAX: (310) 900-2189  
[www.lakeshorelearning.com](http://www.lakeshorelearning.com)

To contact your local representative,  
**Ronnie Hinline**, please call (800) 421-5354

**Bill-to:** 18375  
BEAUMONT INDEPENDENT SCH DIST  
PO BOX 672

**Ship-to:** 122272  
BINGMAN ELEMENTARY SCHOOL  
5265 KENNETH AVE

BEAUMONT TX 77704  
(409) 899-9972

BEAUMONT TX 77705-5999  
Attn To: CAROLYN LITTLE

**Billto Email:**

**Shipto Email:**

**Entry Date:** 06/30/2023

**Your Reference No.:**CART 2

### Comment

PRICES GOOD FOR 90 DAYS. ITEM  
AVAILABILITY SUBJECT TO CHANGE

FOB DESTINATION:FREE SHIPPING  
DISCOUNT REFLECTED IN PRICES.

PLEASE REFERENCE QUOTE NUMBER  
95637 ON YOUR PURCHASE ORDER.

MARY HOBEL - QUOTE AGENT

Line Item	Out Of Stock Ship By	Qty	Description	Price	Extended
1	LK232	10	<u>FLX-SPC JR MBL ALL-PURP STORG</u>	\$949.05	\$9,490.50
2	LK231	4	<u>FLX-SPC JR MBL PRESCHL STORAGE</u>	\$835.05	\$3,340.20
3	LK227	2	<u>FLX-SPC JR MBL CUBBIES-SHELVS</u>	\$1,044.05	\$2,088.10
4	LA495DC	4	<u>FLLY LD MBL STEM STA BNDL PK-2</u>	\$1,261.60	\$5,046.40
Which consists of:					
4A	FF340	4	<u>MOBILE STEM STATION</u>	\$0.00	\$0.00

4B	PP627	4	<u>RAPUNZEL KIT</u>	\$0.00	\$0.00
4C	PP628	4	<u>GINGERBREAD MAN KIT</u>	\$0.00	\$0.00
4D	TT758	4	<u>BUILDING BRICK STEM CHALLENGE</u>	\$0.00	\$0.00
4E	DD121	4	<u>SURVIVE QUAKE ENGINEERING KIT</u>	\$0.00	\$0.00
4F	PP638	4	<u>3 BILLY GOATS GRUFF STEM KIT</u>	\$0.00	\$0.00
4G	TT158	4	<u>STEM MOTION SCI STATION- K-1</u>	\$0.00	\$0.00
4H	TT156	4	<u>STEM MAGNETS SCI STATION-K-1</u>	\$0.00	\$0.00
4I	PP751	4	<u>STEM BRIDGE BUILDING CENTER</u>	\$0.00	\$0.00
4J	PP753	4	<u>STEM HOUSE BUILDING CENTER</u>	\$0.00	\$0.00
4K	PP565	4	<u>CHAIN RCTN STEM-K-GR2-STARTER</u>	\$0.00	\$0.00
4L	LL570	4	<u>ENGINEER-A-COASTER ACT KIT</u>	\$0.00	\$0.00
5	LK352	16	<u>FLX-SPC JR MBL 30X48 RECT TBL</u>	\$597.55	\$9,560.80
	Which consists of:				
5A	LKT3048M	16	30X48 RECT TABLE FOR LK352	\$0.00	\$0.00
5B	LKL1826	16	18-26IN TABLE LEGS	\$0.00	\$0.00
6	LK354	12	<u>FLX-SPC JR MBL 42IN ROUND TBL</u>	\$645.05	\$7,740.60
	Which consists of:				
6A	LKT42WM	12	42IN ROUND TABLE FOR LK354	\$0.00	\$0.00
6B	LKL1826	12	18-26IN TABLE LEGS	\$0.00	\$0.00
7	LC808	6	<u>FLX-SPC MBL DSK FOR 2 - MAPLE</u>	\$569.05	\$3,414.30
	Which consists of:				
7A	LCL23344	6	4EA 23-34IN TABLE LEGS-CASTERS	\$0.00	\$0.00
7B	LCT2454WM	6	24IN DEPTH MBL TABLE-LC808	\$0.00	\$0.00
8	DG128	5	<u>HVY-DTY ALL-IN-ONE KITCHEN</u>	\$1,215.05	\$6,075.25

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<b>Subtotal:</b>	\$46,756.15
<b>0.0% Tax:</b>	\$0.00
<b>Freight Amount:</b>	\$0.00
<b>Total:</b>	\$46,756.15

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**QUOTE 95640**

Lakeshore Learning Materials  
2695 E. Dominguez Street Carson, CA 90895  
(310) 537-8600 (800) 421-5354  
FAX: (310) 900-2189  
[www.lakeshorelearning.com](http://www.lakeshorelearning.com)  
To contact your local representative,  
**Ronnie Hinline**, please call (800) 421-5354

**Bill-to:** 18375  
BEAUMONT INDEPENDENT SCH DIST  
PO BOX 672

BEAUMONT TX 77704  
(409) 899-9972

**Billto Email:**

**Ship-to:** 122272  
BINGMAN ELEMENTARY SCHOOL  
5265 KENNETH AVE

BEAUMONT TX 77705-5999  
Attn To: CAROLYN LITTLE

**Shipto Email:**

**Entry Date:** 06/30/2023

**Your Reference No.:**CART 3

**Comment**

PRICES GOOD FOR 90 DAYS. ITEM  
AVAILABILITY SUBJECT TO CHANGE

FOB DESTINATION:FREE SHIPPING  
DISCOUNT REFLECTED IN PRICES.

PLEASE REFERENCE QUOTE NUMBER  
95640 ON YOUR PURCHASE ORDER.

\_\_\_\_\_  
MARY HOBEL - QUOTE AGENT

Line	Item	Out Of Stock Ship By	Qty	Description	Price	Extended
1	LC962		6	<a href="#">FLX-SPC MBL 2-SHLF STORAG UNIT</a>	\$854.05	\$5,124.30
2	LK469		7	<a href="#">FLX-SPC MOBL 20-BIN STOR CTR</a>	\$1,424.05	\$9,968.35
3	LC247		5	<a href="#">FLX-SPC MOBIL LCKN STRG CABINT</a>	\$1,424.05	\$7,120.25

**Subtotal:** \$22,212.90  
**0.0% Tax:** \$0.00



**QUOTE 95659**

Lakeshore Learning Materials  
2695 E. Dominguez Street Carson, CA 90895  
(310) 537-8600 (800) 421-5354  
FAX: (310) 900-2189  
[www.lakeshorelearning.com](http://www.lakeshorelearning.com)  
To contact your local representative,  
Ronnie HineLine, please call (800) 421-5354

**Bill-to:** 18375  
BEAUMONT INDEPENDENT SCH DIST  
PO BOX 672

BEAUMONT TX 77704  
(409) 899-9972  
**Billto Email:** CLITTLE@BMTISD.COM

**Ship-to:** 122272  
BINGMAN ELEMENTARY SCHOOL  
5265 KENNETH AVE

BEAUMONT TX 77705-5999  
CAROLYN LITTLE  
**Shipto Email:**

**Entry Date:** 06/30/2023

**Your Reference No.:** QUOTE

**Comment**

PRICES GOOD FOR 90 DAYS. ITEM  
AVAILABILITY SUBJECT TO CHANGE

FOB DESTINATION:FREE SHIPPING  
DISCOUNT REFLECTED IN PRICES.

PLEASE REFERENCE QUOTE NUMBER  
95659 ON YOUR PURCHASE ORDER.

MONICA LOZANO - QUOTE AGENT

Line	Item	Out Of Stock Ship By	Qty	Description	Price	Extended
1	LK357		1	<u>FLX-SPC JR MBL 48X72 GROUP TBL</u>	\$882.55	\$882.55
	Which consists of:					
1A	LKL1826		1	18-26IN TABLE LEGS	\$0.00	\$0.00
1B	LKT4872M		1	48X72 PRESCHL GRP TBL - LK357	\$0.00	\$0.00
2	LK352		4	<u>FLX-SPC JR MBL 30X48 RECT TBL</u>	\$597.55	\$2,390.20
	Which consists of:					
2A	LKT3048M		4	30X48 RECT TABLE FOR LK352	\$0.00	\$0.00
2B	LKL1826		4	18-26IN TABLE LEGS	\$0.00	\$0.00
3	LK135		1	<u>FLX-SPC CLEAR VIEW BINS-20EA</u>	\$274.55	\$274.55
	Which consists of:					
3A	LK127		20	FLEX-SPC JR CLEAR BIN	\$0.00	\$0.00
4	LK469		1	<u>FLX-SPC MOBL 20-BIN STOR CTR</u>	\$1,424.05	\$1,424.05
5	LC962		1	<u>FLX-SPC MBL 2-SHLF STORAG UNIT</u>	\$854.05	\$854.05
6	RR630		52	<u>DRAW AND WRITE JOURNAL-ST 10</u>	\$40.84	\$2,123.68

**Subtotal:** \$7,949.08  
**0.0% Tax:** \$0.00  
**Freight Amount:** \$0.00  
**Total:** \$7,949.08



**QUOTE 95636**

Lakeshore Learning Materials  
2695 E. Dominguez Street Carson, CA 90895  
(310) 537-8600 (800) 421-5354  
FAX: (310) 900-2189  
[www.lakeshorelearning.com](http://www.lakeshorelearning.com)

To contact your local representative,  
**Ronnie Hinline**, please call (800) 421-5354

**Bill-to:** 18375  
BEAUMONT INDEPENDENT SCH DIST  
PO BOX 672

BEAUMONT TX 77704  
(409) 899-9972

**Billto Email:**

**Ship-to:** 122272  
BINGMAN ELEMENTARY SCHOOL  
5265 KENNETH AVE

BEAUMONT TX 77705-5999  
Attn To: CAROLYN LITTLE

**Shipto Email:**

**Entry Date:** 06/30/2023

**Your Reference No.:**CART 1

**Comment**

PRICES GOOD FOR 90 DAYS. ITEM  
AVAILABILITY SUBJECT TO CHANGE

FOB DESTINATION:FREE SHIPPING  
DISCOUNT REFLECTED IN PRICES.

PLEASE REFERENCE QUOTE NUMBER  
95636 ON YOUR PURCHASE ORDER.

MARY HOBEL - QUOTE AGENT

Line	Item	Out Of Stock Ship By	Qty	Description	Price	Extended
1	TA9		6	<u>NEWSPRINT EASEL PAPER-18X24 IN</u>	\$23.74	\$142.44
2	LA949		1	<u>LAKESHORE H-D HARDWOOD EASEL</u>	\$246.05	\$246.05
3	DG204		2	<u>HVY-DTY MOBILE TEACHING EASEL</u>	\$474.05	\$948.10
4	LC322SE		20	<u>LKSHR CALM COLORS MAT-SEA BU</u>	\$58.89	\$1,177.80

5	LC322SG	20	<u>LKSHR CALM COLORS MAT-SAGE GR</u>	\$58.89	\$1,177.80
6	LC322SB	20	<u>LKSHR CALM COLORS MAT-SKY BU</u>	\$58.89	\$1,177.80
7	HH741	10	<u>LEARNING CENTER PSTR PK</u>	\$23.74	\$237.40
8	PP217	20	<u>SEASONS AND WEATHER PUZZLE SET</u>	\$47.49	\$949.80
9	PP190	20	<u>LS PRSCHL PUZZLE LBRY W-RACK</u>	\$255.55	\$5,111.00
	Which consists of:				
9A	PP189	20	SET OF 24 PUZZLES	\$0.00	\$0.00
9B	AA981	20	DOUBLE PUZZLE RACK	\$0.00	\$0.00
10	LK972	44	<u>13.5IN ERGO STACKING CHAIR</u>	\$80.74	\$3,552.56
11	DD965X	12	<u>LKSHR POSE-PLAY FAMILIES-SET</u>	\$103.55	\$1,242.60
	Which consists of:				
11A	DD968	12	<u>POSE-PLAY CAUCASIAN FAMILY</u>	\$0.00	\$0.00
11B	DD966	12	<u>POSE-PLAY HISPANIC FAMILY</u>	\$0.00	\$0.00
11C	DD967	12	<u>POSE-PLAY AFRICAN AMER FAMILY</u>	\$0.00	\$0.00
11D	DD969	12	<u>POSE-PLAY ASIAN FAMILY</u>	\$0.00	\$0.00
12	JJ907	12	<u>CLASSIC DOLLHOUSE FURNITURE</u>	\$179.55	\$2,154.60
13	JJ906	12	<u>GIANT CLASSIC DOLLHOUSE</u>	\$265.05	\$3,180.60
14	LK135	7	<u>FLX-SPC CLEAR VIEW BINS-20EA</u>	\$274.55	\$1,921.85
	Which consists of:				
14A	LK127	140	FLEX-SPC JR CLEAR BIN	\$0.00	\$0.00
15	FF681	60	<u>MED ADHSV SET 12 NMPLT SLV</u>	\$28.49	\$1,709.40

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<b>Subtotal:</b>	\$24,929.80
<b>0.0% Tax:</b>	\$0.00
<b>Freight Amount:</b>	\$0.00
<b>Total:</b>	\$24,929.80

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## STEMscopes Quote

Quote/Invoice Number: 00098237  
 Account Name: Beaumont Independent School District  
 Shipping Address: 3395 Harrison Ave  
 Beaumont, Texas 77706-5009  
 United States

**MAIL PAYMENTS TO:**

Division: Accelerate Learning Inc.  
 Company Address: PO BOX 732464  
 Dallas, 75373-2464

Created Date: 6/29/2023

Start Date: 7/19/2023

Prepared By: Madeline LaRue

The quantity below represents the total number of students for each grade level.

Product Name	ISBN	Grade	Quantity	Years	List Price	Sales Price	Total Price
TX Math Grade K Notebook	978-1-64306-284-6	K	1,200.00	1 Year	\$25.50	\$25.50	\$30,600.00
TX Math Grade 1 Notebook	978-1-64306-285-3	1	1,200.00	1 Year	\$25.50	\$25.50	\$30,600.00
TX Math Grade 2 Notebook	978-1-64306-286-0	2	1,300.00	1 Year	\$25.50	\$25.50	\$33,150.00
TX Math Grade K Online	978-1-64306-440-6	K	1,075.00	1 Year	\$8.95	\$8.95	\$9,621.25
TX Math Grade 1 Online	978-1-64306-441-3	1	1,075.00	1 Year	\$8.95	\$8.95	\$9,621.25
TX Math Grade 2 Online	978-1-64306-442-0	2	1,106.00	1 Year	\$8.95	\$8.95	\$9,898.70
TX Math Grade 3 Online	978-1-64306-056-9	3	1,130.00	1 Year	\$8.95	\$8.95	\$10,113.50
TX Math Grade 4 Online	978-1-64306-057-6	4	1,048.00	1 Year	\$8.95	\$8.95	\$9,379.60
TX Math Grade 5 Online	978-1-64306-058-3	5	1,030.00	1 Year	\$8.95	\$8.95	\$9,218.50

Subtotal: \$152,202.80  
 Shipping: \$7,548.00  
 Order Total: \$159,750.80

State laws require that we collect sales tax based on where our physical products are shipped to or used. If you wish to claim tax exemption we must have a Tax Exemption Certificate on file for you. Please submit your Tax Exemption Certificate by visiting [STEMscopes.com/contact](https://www.stemscopes.com/contact) so that we can update your account accordingly. If you are not tax-exempt and are not claiming tax exemption, please disregard this notice. Should you have any questions or concerns, please contact us.

**Beaumont ISD - Social Studies 1-Year Teacher Digital Access**

					Total Dollars/Purchase	
ISBN	Title	Grade	Bid Price	Quantity/Units	Total Price	
<b>Social Studies 6-8 1-Year Teacher Access</b>						
TBD	TX Social Studies 1 yr Teacher Digital Access	6	\$ 1,200.00	8	\$ 9,600.00	
TBD	TX Social Studies 1 yr Teacher Digital Access	7	\$ 1,200.00	8	\$ 9,600.00	
TBD	TX Social Studies 1 yr Teacher Digital Access	8	\$ 1,200.00	8	\$ 9,600.00	
<b>6-8 Social Studies subtotal</b>				<b>24</b>	<b>\$ 28,800.00</b>	
					Total Dollars/Purchase	
ISBN	Title	Grade	Bid Price	Quantity/Units	Total Price	
<b>Social Studies 9-12 1-Year Teacher Access</b>						
TBD	United States History 2016 TX 1-yr Teacher Digital Access	9-12	\$ 1,200.00	10	\$ 12,000.00	
TBD	World History 2016 TX 1-yr Teacher Digital Access	9-12	\$ 1,200.00	17	\$ 20,400.00	
TBD	Economics 2016 TX 1-yr Teacher Digital Access	9-12	\$ 1,087.50	3	\$ 3,262.50	
TBD	Magraders Government 2016 TX 1-yr Teacher Digital Access	9-12	\$ 1,087.50	6	\$ 6,525.00	
<b>9-12 Social Studies subtotal</b>				<b>36</b>	<b>\$ 42,187.50</b>	
<b>Social Studies subtotal</b>				<b>60</b>	<b>\$ 70,987.50</b>	
Shipping and Handling				0.0%	\$ -	
<b>Social Studies Total</b>				<b>60</b>	<b>\$ 70,987.50</b>	

**Please send your purchase order to [irvingsupport@savvas.com](mailto:irvingsupport@savvas.com)**

# Exhibit1

Dear Members of the School Board,

We write to present the following comprehensive proposal for your consideration. We are committed to the Beaumont community and seek to support education and to provide opportunities for the students of BISD. Our proposal includes initiatives designed to commemorate the closed BISD schools, engage and motivate students, and promote their artistic and academic talents, as follows:

1. Commemorative Signage: We propose constructing a prominent sign at a location selected by the BISD board in the football stadium, which will serve as a memorial for the BISD schools that have been closed due to COVID-19 or any other/additional commemorative declaration selected/preferred by BISD. The permanent signage will prominently acknowledge the current BISD board members as sponsors of the memorial.
2. BISD Essay Contest: We are excited to sponsor an annual BISD Essay Contest for both high school and middle school students. Students will submit their essays to their respective English teachers, who will forward them to an Essay Committee selected by the BISD board. Monetary awards will be granted to the winners, with \$100 for the top 100 essays, \$500 for the top 10 essays, and \$1000 for the top 3 essays. The essay topics will focus on students' favorite school activities or classes, their aspirations for the future, or their admiration for their favorite teachers.
3. "Best Artistic Photo" Contest: To celebrate and encourage the artistic talents of BISD students, we propose an annual contest for all students, including the option to submit photos taken with cell phones. A designated evaluation committee, chosen by the BISD board, will evaluate the submissions. Monetary prizes will be awarded to the winners, with \$100 for the top 100 photos, \$500 for the top 10 photos, and \$1000 for the top 3 photos.
4. Career Summit: We intend to host an annual Career Summit exclusively for BISD students at the Ford Coliseum. This event will provide an invaluable platform for students to explore various career options, gain insights from professionals, and make informed decisions about their future paths.
5. BISD Teacher of the Semester Award: Our proposal includes the establishment of the BISD Teacher of the Semester Award, which will recognize and reward exemplary teachers who have made significant contributions to the academic development of their students. The award will be selected by the BISD board and come with a prize of \$5000.
6. Stadium Naming Rights. We request the naming rights to the football stadium and propose naming the stadium "The Doggett Toyota, Ford & John Deere Stadium". This name will stand-alone and eliminate potential confusion if/when associated with the word "Memorial".

7. Full-Page Advertisement. For each football game contested at the stadium, we request a full-page advertisement featuring Doggett on the back cover of the programs that are distributed at those games.

8. Publicity. All press releases, announcements, and references to the stadium by BISD schools and administration will refer to the stadium as "The Doggett Toyota, Ford & John Deere Stadium".

We firmly believe that these initiatives will provide a material benefit to the students of the District and the communities it serves. We are eager to discuss this proposal and get started as soon as possible.

Leslie Doggett  
Doggett Equipment Services Group  
9111 I-45 North  
Houston, TX 77037  
Phone: 281-249-4600  
Facsimile: 713-671-9929  
LDoggett@Doggett.com  
www.Doggett.com