

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

Thursday, September 21, 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
 - 1. CLOSED SESSION (CLOSED TO PUBLIC) - BOARD WILL CONVENE IN CLOSED SESSION UNDER CHAPTER 551 OF THE TEXAS GOVERNMENT CODE, SECTIONS 551.071, 551.072, 551.073, 551.074, 551.076, 551.083, 551.084 AND/OR 551.087, TO DELIBERATE ON THE FOLLOWING:
 - a. LEGAL
 - 1. Pending or contemplated litigation matters and status report
 - 2. Matters on which the school district legal counsel's duties to the school district under the Texas Disciplinary Rules of Professional Conduct or the State Bar of Texas Clearly conflicts with the Texas Open Meetings Act
 - 1. Consider Resolution Authorizing the District to Join Litigation Concerning Transparency in Calculation of School District Accountability Ratings
 - b. PERSONNEL
 - 1. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, proposed terminations, terminations and suspensions, proposed nonrenewals, renewals, and resignation/retirements, discipline, and/or dismissal of a public officer or employee, including the superintendent, and/or hear complaints and grievances against public officers or employees
 - 1. Superintendent's Contract
 - c. REAL ESTATE
 - 1. Deliberation regarding the purchase, exchange, lease or value of real property
 - d. ECONOMIC DEVELOPMENT
 - 1. Deliberation regarding an offer of a financial or other incentive to a business prospect related to economic development negotiations
- II. 6:30 p.m. - 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
 - C. PUBLIC COMMENTS
 - D. INFORMATION ITEMS
 - 1. Update on Personnel Activities
 - 2. Report for Tax Collections
 - 3. Report for General Fund Revenue and Expenditures



Board Exhibit Cover Sheet

Meeting Date: September 21, 2023

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

Agenda Item Title: Report – Tax Collections

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: N/A

Recommendation: N/A

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

9/13/2023
Date

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

Date

General Counsel's Signature

Date

Tax Collection Report
August 31, 2023

	Taxes Collected			
	8/31/23		8/31/22	
	M & O	I & S	M & O	I & S
Current	81,737.79	22,717.30	57,866.83	16,082.75
Delinquent	10,991.13	2,233.64	91,587.57	22,022.93
Penalties & Interest	53,688.16	14,181.78	90,650.40	20,292.59
Totals	146,417.08	39,132.72	240,104.80	58,398.27

	Current Taxes		
	Collections for 08/31/2023	YTD Current Collections	Collected Percentage
Tax Levy	150,011,211.61	104,455.09	146,861,724.57
			97.90%

Two Year Comparison	
Current Year as of 08/31/2023	Prior Year as of 08/31/2022
97.90%	98.24%

AGENDA:
September 21,2023



Board Exhibit Cover Sheet

Meeting Date: September 21, 2023

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

Agenda Item Title: Report – General Fund Summary

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: N/A

Recommendation: N/A

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

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

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

9/13/2023
Date

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

Date

General Counsel's Signature

Date

BEAUMONT INDEPENDENT SCHOOL DISTRICT
GENERAL FUND
General Fund Summary
August 31, 2023

	Amended Budget	Month To Date	Year to Date Transactions	Outstanding Encumbrances	Balances
REVENUES					
Property Tax Collection (including delinquencies)	108,909,315	146,417	635,796	-	108,273,519
Sources of Misc Income (Foreign Trade Zone, Athletics...)	12,025,317	418,892	909,835	-	11,115,482
State Program Revenues	43,205,180	2,403,815	3,722,716	-	39,482,464
Federal Program Revenues	7,897,910	10,706	554,909	-	7,343,001
Other Financing Sources	100,000	269	557	-	99,443
Total Revenues	172,137,722	2,980,099	5,823,813	-	166,313,909
EXPENDITURES					
11 Classroom	91,148,679	8,784,830	10,521,335	228,660	80,398,684
12 Library	1,250,528	103,867	122,575	9,950	1,118,003
13 Staff Development	558,127	15,557	53,166	51,259	453,702
21 Asst Sups, Directors, Supervisors, Curriculum Coordinators	3,740,067	337,984	619,174	29,743	3,091,150
23 Principal, Asst. Principals, Office Clerical	9,696,496	957,003	1,422,810	85,219	8,188,466
31 Counselors	6,121,986	545,236	883,162	155,750	5,083,074
32 Social Workers	323,833	15,310	27,650	-	296,183
33 Nurses	1,978,180	174,769	217,763	6,658	1,753,760
34 Transportation	6,265,906	460,145	724,117	1,286,176	4,255,612
36 Extracurricular	5,657,912	486,449	841,033	373,910	4,442,969
41 Administration	7,208,681	529,716	1,128,897	227,272	5,852,513
51 Maintenance and Utilites	31,765,462	2,145,956	4,456,402	4,789,770	22,519,290
52 Police and Monitoring Services	4,861,576	312,371	496,519	1,154,813	3,210,244
53 Data Processing Personnel	4,072,067	497,504	1,191,688	335,508	2,544,871
61 Parent involment Liaisons, Day Car Workers	258,910	664	4,435	1,262	253,213
71 Debt Service	1,114,965	-	-	-	1,114,965
93 Fiscal Agent - Shared Service for Deaf Program	352,950	-	-	-	352,950
95 Juvenile Justice Alternative Ed Program	161,860	-	-	-	161,860
99 Other Intergovernmental Charges	1,575,000	-	-	-	1,575,000
Total Expenditures	178,113,185	15,367,363	22,710,727	8,735,949	146,666,510
Net increase (decrease)	(5,975,463)				



Board Exhibit Cover Sheet

Meeting Date: September 21, 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

9/13/2023
Date

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

Date

General Counsel's Signature

Date

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

West Brook High School	\$ 50,300.00
Explanation: Car Registrations, Chromebook Fees, AP Fees, Cell Phone Fines, Library Fines, Commissions/Vending Machines, ID Fines, Yearbook, Program Ads, LED Signs	
Beaumont United High School	\$ 5,042.00
Explanation: Car Registrations, Chromebook Fees, ID Fines, Commissions/Vending Machines	
Smith Middle School	\$ 30.00
Explanation: Chromebook Fees	
King Middle School	\$ 30.00
Explanation: Chromebook Fees	
Marshall Middle School	\$ 3,015.00
Explanation: LED Signs, Chromebook Fees, Yearbooks, ID Fines	
Odom Academy	\$ 1,760.00
Explanation: Chromebook Fees, Cell Phone Fines	
Vincent Middle School	\$ 488.00
Explanation: Chromebook Fees, Commissions/Vending Machines	
Amelia Elementary	\$ 1,168.00
Explanation: Commissions/Vending Machines, Donation	
Caldwood Elementary	\$ 1,337.00
Explanation: Lucas Balance Transfer, Chromebook Fees	
Curtis Elementary	\$ 121.00
Explanation: Library Fines, Chromebook Fees	
Fletcher Elementary	\$ 2,600.00
Explanation: Fundraiser Proceeds, Chromebook Fees	
Guess Elementary	\$ 1,138.00
Explanation: Commissions/Vending Machines, Chromebook Fees	
Regina Howell Elementary	\$ 2,918.00
Explanation: Chromebook Fees, Commissions/Vending Machines	
Homer Drive Elementary	\$ 311.00
Explanation: Commissions/Vending Machines, Lucas Balance Transfer, Chromebook Fees	
Pietsch Elementary	\$ 621.00
Explanation: Commissions/Vending Machines, ID Fines	
Dishman Elementary	\$ 869.00
Explanation: Commissions/Vending Machines, Chromebook Fees	
Blanchette Elementary	\$ 240.00
Explanation: Chromebook Fees	
Martin Elementary	\$ 118.00
Explanation: Lucas Balance Transfer, Chromebook Fees	

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

Phalen Leadership Academy (Jones-Clark ES)	\$ 60.00
Explanation: Chromebook Fees	
Charlton-Pollard Elementary	\$ 622.00
Explanation: Library Fines, Chromebook Fees	
Fehl Price Classical Academy	\$ -
Explanation:	
Bingman Pre-K Center	\$ -
Explanation:	
Lucas Pre-K Center	\$ (263.00)
Explanation: Campus closed. Balances transferred.	
Pathways Learning Center	\$ 30.00
Explanation: Chromebook Fees	
Career and Technical Center	\$ 9,603.00
Explanation: Commissions/Vending Machines, CTE Program Proceeds	
Brown Center	\$ -
Explanation:	
Transportation Dept	\$ 61.00
Explanation: Commissions/Vending Machines	
Maintenance Dept	\$ 12.00
Explanation: Commissions/Vending Machines	
Administration Building	\$ 62.00
Explanation: Commissions/Vending Machines	
Admin. Annex Building	\$ -
Explanation:	
Police Dept.	\$ -
Explanation:	
Early College H.S.	\$ 3,103.00
Explanation: Library Fines, Chromebook Fees, Yearbooks, ID Fines	
School for the Deaf (Deaf Ed.)	\$ -
Explanation:	
Fine Arts Department	\$ -
Explanation:	

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

		<u>Original Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Revenues</u>				
Local Revenue - Other Sources	461.00.5749.00	270,376	85,396	355,772
<u>Expenditures</u>				
	<u>School Leadership</u>			
West Brook High School	461.XX.6499.00.008.00.000	93,941	50,300	144,241
Beaumont United High School	461.XX.6499.00.014.00.000	37,457	5,042	42,499
Smith Middle School	461.XX.6499.00.042.00.000	1,635	30	1,665
King Middle School	461.XX.6499.00.043.00.000	4,619	30	4,649
Marshall Middle School	461.XX.6499.00.046.00.000	11,304	3,015	14,319
Odom Academy	461.XX.6499.00.047.00.000	15,709	1,760	17,469
Vincent Middle School	461.XX.6499.00.048.00.000	5,153	488	5,641
Amelia Elementary	461.XX.6499.00.101.00.000	1,888	1,168	3,056
Caldwood Elementary	461.XX.6499.00.104.00.000	3,801	1,337	5,138
Curtis Elementary	461.XX.6499.00.105.00.000	7,945	121	8,066
Fletcher Elementary	461.XX.6499.00.110.00.000	12,645	2,600	15,245
Guess Elementary	461.XX.6499.00.112.00.000	1,725	1,138	2,863
Regina Howell Elementary	461.XX.6499.00.118.00.000	14,833	2,918	17,751
Homer Drive Elementary	461.XX.6499.00.123.00.000	138	311	449
Pietzsch Elementary	461.XX.6499.00.125.00.000	6,962	621	7,583
Dishman Elementary	461.XX.6499.00.126.00.000	698	869	1,567
Blanchette Elementary	461.XX.6499.00.127.00.000	5,156	240	5,396
Martin Elementary	461.XX.6499.00.128.00.000	3,440	118	3,558
Phalen Leadership Academy (Jones-Clark)	461.XX.6499.00.129.00.000	11,566	60	11,626
Charlton-Pollard Elementary	461.XX.6499.00.130.00.000	6,458	622	7,080
Fehl Price Classical Academy	461.XX.6499.00.131.00.000	1,672	-	1,672
Bingman Pre-K Center	461.XX.6499.00.132.00.000	1,773	-	1,773
Lucas Pre-K Center	461.XX.6499.00.133.00.000	263	(263)	-
Pathways Learning Center	461.XX.6499.00.006.00.000	78	30	108
Career and Technical Center	461.XX.6499.00.009.00.000	11,823	9,603	21,426
Brown Center	461.XX.6499.00.012.00.000	842	-	842
Transportation Dept	461.XX.6499.00.811.00.000	175	61	236
Maintenance Dept	461.XX.6499.00.819.00.000	591	12	603
SSA Deaf Program	461.XX.6499.00.838.00.000	51	-	51
Administration Building	461.XX.6499.00.842.00.000	2,403	62	2,465
Admin. Annex Building	461.XX.6499.00.843.00.000	156	-	156
Police Dept.	461.XX.6499.00.850.00.000	307	-	307
Early College H.S.	461.XX.6499.00.013.00.000	3,169	3,103	6,272
Fine Arts Department	461.XX.6499.00.849.00.000	-	-	-
	Total Expenditures	270,376	85,396	355,772
BUDGET CHANGE				
	Total Revenues	270,376	85,396	355,772
	Total Expenditures	(270,376)	(85,396)	(355,772)
	Adjusted Surplus	-	-	-

**DONATION REPORT - AUGUST 2023
MONETARY DONATIONS**

<u>Donor Name/Organization</u>	<u>Recipient</u>	<u>Account Number</u>	<u>Amount Given</u>
Commercial Metals Company	Amelia Elementary School	461.00.5749.00.101.00.C47	1,000
MTM Ice	Vincent Middle School	461.00.5749.00.048.00.C47	333
Total Monetary Donations			1,333

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

<u>Donor Name/Organization</u>	<u>SAF Club/Department</u>	<u>Description of Items</u>	<u>Estimated Value</u>
2nd & Charles	Curtis Elementary School	400 Books	3,200

The logo for "Future Ready" is positioned in the top left corner of the banner. It features a stylized American flag and the text "BEAUMONT INDEPENDENT SCHOOL DISTRICT" above "FUTURE READY" in large, bold, blue and red letters. Below this, it says "PREPARING OUR NEXT GENERATION". To the right of the logo is an open book resting on a stack of three closed books. The background is a teal gradient.

BEAUMONT INDEPENDENT SCHOOL DISTRICT
FUTURE READY
PREPARING OUR NEXT GENERATION

LITERACY INITIATIVES





What is ROAR Louder?

How is it different from our usual ROAR program?

- ✓ We will expand opportunities for volunteers to read weekly with students in grades 2 - 5 (not only in grade 2)
- ✓ The focus will be on developing student reading fluency, solidifying comprehension of what was read, and honing writing skills
- ✓ If a volunteer would like to sign up to read a book to a whole class, we will encourage them to do so. We will provide a grade-appropriate reading response/writing activity for students to complete once the book has been read.

Name: _____ Date: _____

Story Retell

Characters: Who is the story about?

Setting: Where and when does the story take place?

Story Title: _____

Problem: What is the character trying to overcome in the story?

Solution: How was the problem solved?

Name: _____ Date: _____

SUMMARY GRAPHIC ORGANIZER

Title: _____

Main Idea

Circle the 3 most important words in the Main Idea, and then write them here:

Three Important Details

1) _____

2) _____

3) _____

Summary of the Passage in ONE Sentence

Lindsay Reed © 2011
www.thefairyprint.com

Name: _____

Story Elements

Directions- After reading your story, fill out the chart.

Title: _____

Characters: (Who the story is about)

Setting: (Where the story takes place)

Plot: (What happens in the story-beginning, middle, and end)



Name: _____ Date: _____

Story Map

Title: _____

Author: _____

<p>Setting</p> <p>Time _____</p> <p>Place _____</p>	<p>Main Character</p> <p>Problem _____</p>
Beginning _____	
Middle _____	
End _____	

Name: _____ Date: _____

Nonfiction Organizer

Book Title: _____

Author: _____

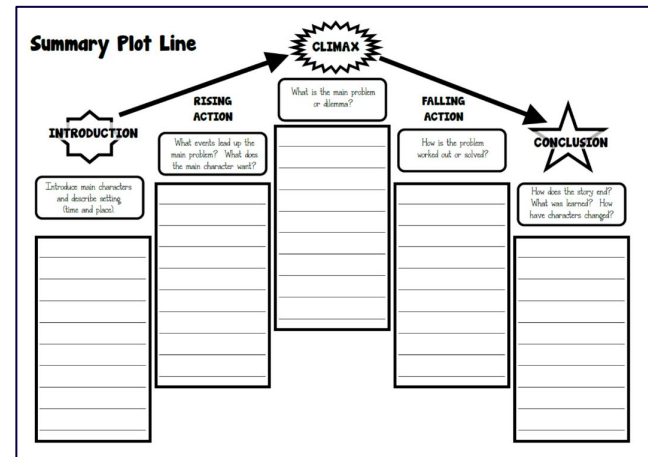
The topic is _____	Three facts I learned are:
	<ol style="list-style-type: none"> 1. _____ 2. _____ 3. _____

I liked this book because: _____

Book Level: _____

I got _____ / _____ questions correct

_____ %

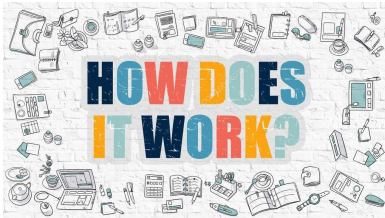




✓ We are also implementing the Scholastic Reading Mentorship program for grades K - 8 where volunteers can sign up to read to the same classroom several times per year

- We connect a community volunteer Reading Mentor with the same RLA classroom/period 4 to 6 times per year.
- Volunteers become REAL (Read Excel Achieve Lead) Reading Mentors by reading aloud a chapter of a selected book in a K - 8 classroom.
- Each student in the class will receive a copy of the book to continue reading and building their at-home library. All books have themes of resiliency and overcoming challenges.





- Their teacher will receive supporting activities and a program guide with aligned writing and discussion prompts
- The Reading mentor will receive guidance activities for their role
- Parent/Family guides will also be provided



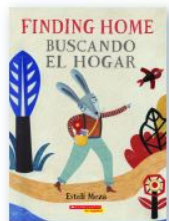
Each base set includes:

- **High-Quality Books** Four titles with 10 copies for students and one for the mentor (44 books total), representing a diversity of experiences, authors, and topics
- **Student Guides** Engaging reading and writing activities that strengthen literacy skills
- **Mentor Guides** Book-specific, step-by-step instructions for mentors
- **Family Guides** Activities to encourage family participation and enrich children's at-home reading experiences
- **Community Recruiting Guide** Customizable letters to support your mentor recruitment
- **Implementation Guide** Navigates you through each step of the R.E.A.L. program
- **Digital Resource Website** Access print components as well as digital-only content such as the Mentor Success Guide, Celebration Materials, and more!

The Mentor Success Guide includes tips to build mentors' confidence and skills!



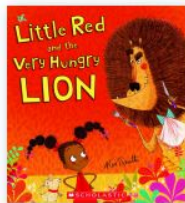
Samples of books offered through the program at the elementary level



Finding Home/Buscando el Hogar

Written by Esteli Meza

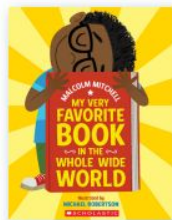
After a strong wind blows away his home, Conejo, a rabbit, feels hopeless and sad. This book shows how friendship can bring hope in the face of loss, and how community creates a sense of home.



Little Red and the Very Hungry Lion

Written by Alex T. Smith

In this modern spin on the classic fairy tale, Little Red outwits the very hungry lion she meets on her way to her sick aunt's house. Set in Africa, this delightfully fun story models creative problem-solving and the importance of sharing.



My Very Favorite Book in the Whole Wide World

Written by Malcolm Mitchell, illustrated by Michael Robertson

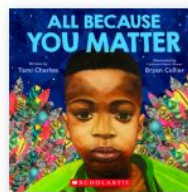
Come along on Henley's quest to find his very favorite book in the whole wide world! Kids will see Henley begin to identify as a reader and writer as he overcomes his challenges with reading.



Rita & Ralph's Rotten Day

Written by Carmen Agra Deedy, illustrated by Pete Oswald

This book tells the story of two friends who are struggling to understand their feelings and to find a way to make up after a disagreement. They learn that apologies are an important part of friendship.



All Because You Matter

Written by Tami Charles, illustrated by Bryan Collier

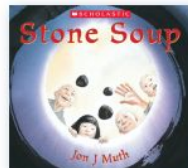
This poetic book inspires kids to practice self-love. The author reassures readers that their worth is never diminished, no matter the circumstances. From the joy and wonder of their first steps and first laughs to the pain and heartbreak of racism, kids will be assured that they matter—and always will.



Standing on Her Shoulders: A Celebration of Women

Written by Monica Clark-Robinson, illustrated by Laura Freeman

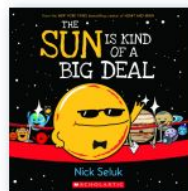
This book showcases the achievements and contributions of women throughout history and today. The diverse role models will encourage readers to look ahead to the future.



Stone Soup

Written by Jon J Muth

Three Chinese monks visit a village at the foot of a mountain, but no one opens the door to welcome them. By promising to teach the villagers how to make soup from stones, the monks entice them into bringing something to contribute to the pot. Through this kind-hearted trick, the monks remind the village—and readers—that sharing benefits everyone.



The Sun Is Kind of a Big Deal

Written by Nick Seluk

This funny and factual picture book explains every part of the Sun's job: from keeping our solar system together, giving Earth day and night, keeping us warm, and more. Young readers will learn why the "star" of our solar system is kind of a big deal!



Samples of books offered through the program at the middle school level



Efrén Divided

Written by Ernesto Cisneros

The adults in Efrén's life talk about deportation, and Efrén knows the risk is real. When his mom doesn't show up one day after school, Efrén fears the worst. This book deals with deportation, racism, separation from a parent, and the importance of family and love.

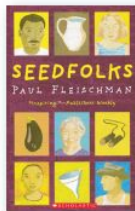
Consider additional support for the following topics:
Deportation; separation from parent; discussion of ICE raids



Face to Face with Sharks

Written by David Doubilet and Jennifer Hayes

This is a book filled with shark facts, diving anecdotes, reasons why shark populations are at risk, and the ways you can join in on the conservation effort.



Seedfolks

Written by Paul Fleischman, illustrated by Judy Pedersen

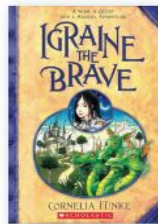
This is the story of the transformation of a vacant lot in Cleveland into a community garden. Each chapter is narrated by a different character, providing a window into this diverse group's histories, perspectives, and experiences. This book shows how nature and community spaces can bring people from different backgrounds and cultures together.



Tristan Strong Punches a Hole in the Sky

Written by Kwame Mbalia

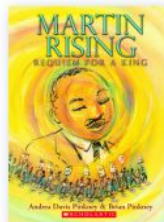
Tristan is sent to his grandparents after tragically losing his best friend. When he ends up in fantasyland MidPass, he meets Black American folk heroes John Henry and Brer Rabbit. Together, they save MidPass from a dire threat through courage and storytelling. This book deals with grief and teaches the power of telling stories from the past.



Igraine the Brave

Written by Cornelia Funke

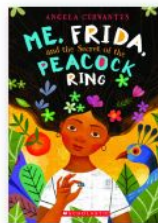
Twelve-year-old Igraine lives with her family of magicians but dreams of being a knight. When her family's castle and spell books are threatened, she sets out to help rescue her family and neighbors. With action and humor, this book encourages readers to choose their own paths while valuing courage and the importance of working together.



Martin Rising: Requiem for a King

Written by Andrea Davis Pinkney, illustrated by Brian Pinkney

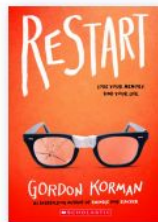
This book celebrates the legacy of Dr. Martin Luther King Jr. through free-verse poems and beautiful illustrations. Tackling racism and discrimination, the book encourages hope and taking action.



Me, Frida, and the Secret of the Peacock Ring

Written by Angela Cervantes

Paloma plans to idle the summer away—until her mom accepts a fellowship in Coyoacán, Mexico. Once in Mexico, Paloma meets two mysterious sisters and helps them find a ring that had belonged to Mexican artist Frida Kahlo. While modeling a love of reading, this book explores family history and problem-solving by piecing together clues.



Restart

Written by Gordon Korman

Chase is weirded out when he wakes up in a hospital room surrounded by strangers. How did he get here? Why does his body hurt so badly? And who are all of these people? This book grapples with past actions of bullying and theft while asking the question, Can people change?



Next Steps:

- We are already actively recruiting city and business leaders, pastors, Lamar athletes, and local celebrities to be Reading Mentors. We would also like to explore using selected high school students to come to the elementary or middle schools to be Reading Mentors as part of this program.
- If teachers want their class to be part of the REAL Mentor program, there is a simple application process to complete.



Volunteers Needed!

For more information visit
www.bmtisd.com/roar
or email:
hsavoy@bmtisd.com



LARRY

ROAR! LOUDER!

Community Reading Partnership



LACY



LEO



LIZZY





Welcome, Mrs. Henrietta Savoy, our new ROAR Program/Volunteer Coordinator!

Mrs. Savoy will be supporting the following initiatives:

- Support Campus ROAR coordinators with program implementation and scheduling
- Recruit ROAR volunteers to read to students in multiple grade levels
- Meet with ROAR coordinators to plan campus events and promote a culture of literacy on the campuses
- Facilitate community literacy-based events as well as ROAR bus events
- Work with stakeholders who wish to volunteer by guiding them on completing the volunteer application, notifying them of when they are approved, etc.
- Provide support for the Book Vending Machines donated by United way on each elementary campus

Process for a participant to volunteer in ROAR

Volunteer Application

- Complete Volunteer Application **ONLINE ONLY**
www.bmtisd.com/volunteers Select ROAR
- Sign the ROAR Volunteer Agreement
- Receive notification of approval and then you may begin to ROAR!

On Campus Process

- Sign-in on the orange ROAR binder at the campus front desk or ROAR location
- Go to ROAR area (designated classroom or area behind library circulation desk)
- Consistency is the key – working with the same student each week
- ROAR Coordinator at each campus is the point person to assist you



Process for a participant to volunteer in ROAR

Engaging in Reading

- Students will read aloud to the volunteer. Students may re-read the book aloud a second time to build fluency.
- Once the student can read the book and understand it, they will complete a reading comprehension organizer found in their folder with your assistance.
- They will then take an AR test over the book, either with you in the library/ROAR room or back in their classroom.

Commitment

- 30 minutes minimum per week
- Same campus, day, time and student each week to foster building a routine, short-term goal-setting, and relationship-building with the student
- You can volunteer with several students and/or the same student two times a week





*Any
questions?*

Henrietta Savoy,
ROAR & Volunteer Coordinator
409 791-0648
hsavoy@bmtisd.com

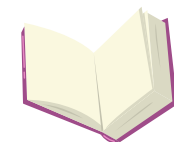




United Way Book Vending Machines

- The United Way of Beaumont and North Jefferson County acquired funding to donate 14 book vending machines, one for each elementary campus
- They have secured sponsors to fill the machines every month for the remainder of the school year
- Student earn golden tokens for reaching attendance, behavior, academic and reading goals throughout the year which allows them to “purchase” a book of their choice to keep for their own at-home library.





Overview of Renaissance Learning/Accelerated Reader and MyOn Accomplishments

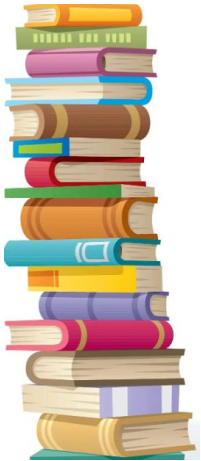
Renaissance
See Every Student.

myON[®]
by Renaissance[®]

Number of Books Read With AR
Quiz Successfully Passed
K - 8th Grade

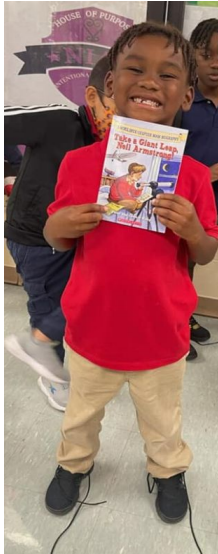
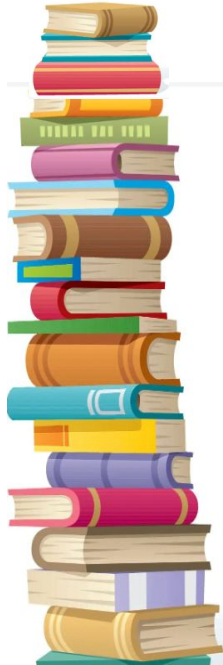
21-22
School Year

197,011
Books Read



22-23
School Year

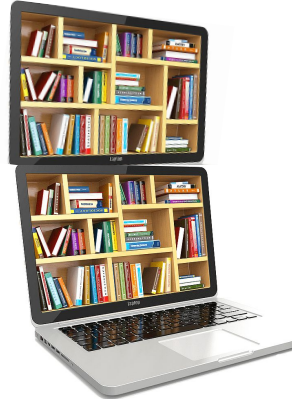
260,046
Books Read



Number of MyOn Books
Successfully Completed
PreK - 12th Grade

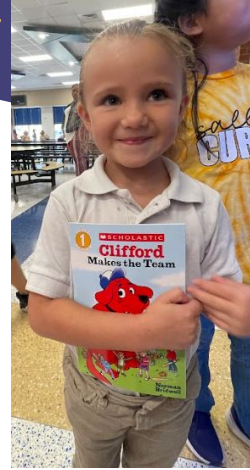
21-22
School Year

143,045
Books Read



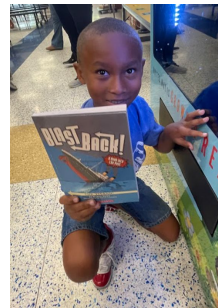
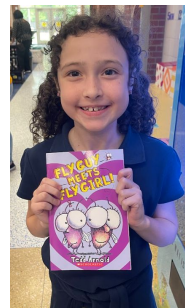
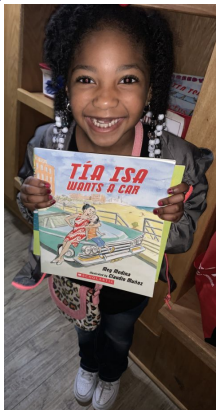
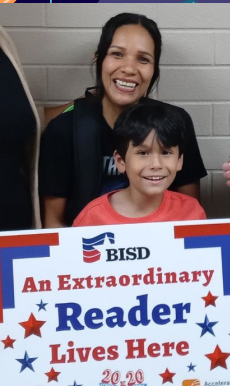
22-23
School Year

231,205
Books Read



15,038

Number of
MyOn
Books Read
(so far this
school year
Aug. 9 to
Sept. 18,
2023)





Board Exhibit Cover Sheet

Meeting Date: September 21, 2023

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

Agenda Item Title: Approval of Student Handbook

Cabinet Level Presenter(s): Randall Maxwell

Additional Presenter(s): Dr. Valdez

Executive Summary: Each year the board is required to approve the current year's version of the Student handbook. This year's version is available online, in English and Spanish and each school will have 5 printed copies of each.

Recommendation: Approval of the Student Handbook

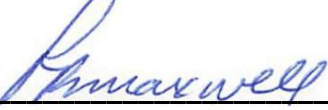
Budget Impact* (if applicable): none

Funding Source (if applicable): none

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

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

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



Cabinet Level Presenter's Signature

9/5/2023

Date

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

Date

General Counsel's Signature

Date

Beaumont Independent School District

Student Handbook

2023-2024 School Year



If you have difficulty accessing the information in this document because of a disability, please contact the Senior Director of Special Services at (409) 617-5117

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.

Beaumont Independent School District Student Handbook

If you have difficulty accessing the information in this document because of a disability, please contact the District's Senior Director of Special Services at 409-617-5112

Beaumont Independent School District Student Handbook

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Preface Parents and Students:

Welcome to the new school year!

Education is a team effort. Students, parents, teachers, and other staff members working together will make this a successful year.

The Beaumont Independent School District Student Handbook is a general reference guide that is divided into two sections:

Section One: Parental Rights describes certain parental rights as specified in state or federal law.

Section Two: Other Important Information for Parents and Students is organized alphabetically by topic. Where applicable, the topics are further organized by grade level.

Note: Unless otherwise noted, the term “parent” refers to the parent, legal guardian, any person granted some other type of lawful control of a student, or any other person who has agreed to assume school-related responsibility for a student.

The Student Handbook is designed to align with law, board-adopted policy, and the Student Code of Conduct, a board-adopted document intended to promote school safety and an atmosphere for learning. The Student Handbook is not meant to be a complete statement of all policies, procedures, or rules in any given circumstance.

In case of conflicts between board policy (including the Student Code of Conduct) and any Student Handbook provision, the district will follow board policy and the Student Code of Conduct.

Therefore, parents and students should become familiar with the Beaumont Independent School District Student Code of Conduct. To review the Code of Conduct, visit the district’s website at www.bmtisd.com. State law requires that the Code of Conduct be prominently displayed or made available for review at each campus.

The Student Handbook is updated annually; however, policy adoption and revisions may occur throughout the year. The district encourages parents to stay informed of proposed policy changes by attending board meetings and reviewing communications explaining changes in policy or other rules that affect Student Handbook provisions. The district reserves the right to modify the Student Handbook at any time. Notice of revisions will be provided as is reasonably practical.

Although the Student Handbook may refer to rights established through law or district policy, it does not create additional rights for parents and students. It does not, nor is it intended to, represent a contract between any parent or student and the district.

A hard copy of either the Student Code of Conduct or Student Handbook can be requested at the front desk at your home campus, or at the BISD Administration Building located at 3395 Harrison Ave, Beaumont, Tx 77706.

Note: References to board policy codes are included for ease of reference. The hard copy of the district’s official policy manual is available for review in the district administration office, and an unofficial electronic copy is available at: <https://pol.tasb.org/PolicyOnline?key=725>.

Beaumont Independent School District Student Handbook

The policy manual includes:

- Legally referenced (LEGAL) policies that contain provisions from federal and state laws and regulations, case law, and other legal authorities that provide the legal framework for school districts.
- Board-adopted (LOCAL) policies that articulate the board's choices and values regarding district practices.

For questions about the material in this handbook, please contact Dr. Diana Valdez, Director of Leadership Development and Student Discipline by phone at 409-617-5037, or by email at dvaldez@bmtisd.com.

Complete and return to the student's campus the following forms (provided in the forms packet distributed at the beginning of the year or upon enrollment):

- Notice Regarding Directory Information and Parent's Response Regarding Release of Student Information;
- Parent's Objection to the Release of Student Information to Military Recruiters and Institutions of Higher Education (if you choose to restrict the release of information to these entities), and
- Consent/Opt-Out Form for participation in third-party surveys.

[See **Objecting to the Release of Directory Information** on page 11 and **Consent Required Before Student Participation in a Federally Funded Survey** on page 13 for more information.]

Accessibility

If you have difficulty accessing this handbook because of a disability, please contact: Richelle Brooks, Senior Director of Special Services by phone at 409-617-5112, or by email at rbrook1@bmtisd.com.

Section One: Parental Rights

This section describes certain parental rights as specified in state or federal law.

Consent, Opt-Out, and Refusal Rights

Consent to Conduct a Psychological Evaluation

Unless required under state or federal law, a district employee will not conduct a psychological examination, test, or treatment without obtaining prior written parental consent.

Note: An evaluation may be legally required under special education rules or by the Texas Education Agency for child abuse investigations and reports.

Consent to Human Sexuality Instruction

Annual Notification

As a part of the district's curriculum, students receive instruction related to human sexuality. The School Health Advisory Council (SHAC) makes recommendations for curriculum materials, and the school board adopts the materials and determines the specific content of the instruction.

Beaumont Independent School District Student Handbook

11532. Health 1, Grade 9-12 (one-half credit) TEKS will include:

- Relate the nation's health goals and objectives to individual, family, and community health;
- Examine the relationship among body composition, diet, and fitness;
- Explain the relationship between nutrition, quality of life, and disease;
- Describe the causes, symptoms, and treatment options of eating disorders;
- Examine issues related to death and grieving;
- Discuss health-related social issues such as organ donation and homelessness;
- Analyze strategies to prevent suicide;
- Examine causes and effects of stress and develop strategies of managing stress and coping with anxiety;
- Describe the importance of taking responsibility for establishing and implementing health maintenance for individuals and family members of all ages;
- Analyze information about single parenting, parenting as a team, choosing healthy relationships.

For further information, see the district's human sexuality instruction website at www.bmtisd.com

In accordance with state law, a parent may:

- Review, receive a copy of, or purchase a copy of curriculum materials depending on the copyright of the materials.
- Remove his or her child from any part of the human sexuality instruction without academic, disciplinary, or other penalties.
- Become involved in the development of this curriculum by becoming a member of the district's SHAC or attending SHAC meetings. (See the campus principal for details.)
- Use the district's grievance procedure concerning a complaint. See **Complaints and Concerns (All Grade Levels)** on page 40 and FNG(LOCAL).

State law also requires that instruction related to human sexuality, sexually transmitted diseases, or human immunodeficiency virus (HIV) or acquired immune deficiency syndrome (AIDS):

- Present abstinence from sexual activity as the preferred choice in relationship to all sexual activity for unmarried persons of school age.
- Devote more attention to abstinence from sexual activity than to any other behavior.
- Emphasize that abstinence, if used consistently and correctly, is the only method that is 100 percent effective in preventing pregnancy, sexually transmitted infections, and the emotional trauma associated with adolescent sexual activity.
- Direct adolescents to abstain from sexual activity before marriage as the most effective way to prevent pregnancy and sexually transmitted diseases.
- If included in the content of the curriculum, teach contraception and condom use in terms of human use reality rates instead of theoretical laboratory rates.

[See Consent to Instruction of Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking on page 8.]

Consent Before Human Sexuality Instruction

Before a student receives human sexuality instruction, the district must obtain written consent from the student's parent. Parents will be sent a request for written consent at least 14 days before the instruction will begin.

Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking

Before a student receives instruction on the prevention of child abuse, family violence, dating violence and sex trafficking, the district must obtain written consent from the student’s parent. Parents will be sent a request for written consent at least 14 days before the instruction will begin.

Annual Notification

Students receive instruction related to the prevention of child abuse, family violence, dating violence, and sex trafficking. The School Health Advisory Council (SHAC) makes recommendations for curriculum materials, and the school board adopts the materials and determines the specific content of the instruction.

• **Texas Senate Bill 9 Information for Parents and Guardians**

According to Texas Senate Bill 9, Beaumont ISD is required to provide instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking. Beaumont ISD, with guidance from the School Health Advisory Council (SHAC), has approved the curriculum that will be used to teach each of these topics and has determined the grade level(s) that will receive instruction on each of these topics. Grade levels and topics are outlined below. Note: Not all topics are covered at every grade level.

As a parent/guardian, you have the right to preview the curriculum(s) at any time. Your child’s campus will share information regarding parent education opportunities that will be offered throughout the school year allowing you to preview the material(s) and ask questions of your child’s campus leaders.

Before a student may be provided with instruction related to child abuse, family violence, dating violence, and sex trafficking, Beaumont ISD must obtain written consent from the student’s parent/guardian in advance of instruction on the above-mentioned topics. At least 14 days before the instructional presentation, your child’s campus will provide communication and a permission slip regarding the date(s) of each of these lessons in order for the child to be opted into this instruction. Students who do not opt will continue to be provided instruction in nutrition, health and wellness.

Grades K-5	Grades 6-8	Grades 9-12	Grades 9-12
Child Abuse and Family Violence Lessons	Healthy Relationships and Introduction to Dating Violence Lessons	Healthy Relationships and Dating Violence Lessons	Sex Trafficking Lessons

Additional resources and support can be found on the district’s Guidance and Counseling website: <https://www.bmtisd.com/Domain/3260> and the district’s Health and Physical Education website: <https://www.bmtisd.com/Page/7642>

In accordance with state law, a parent may:

- Review, receive a copy of, or purchase a copy of curriculum materials depending on the copyright of the materials. As required by law, any curriculum materials in the public domain used in this instruction will be posted on the district's website at the location indicated above.
- Remove his or her child from any part of this instruction without academic, disciplinary, or other penalties.
- Become involved in the development of this curriculum by becoming a member of the district's SHAC or attending SHAC meetings. (See the campus principal for details.)
- Use the district's grievance procedure concerning a complaint. See **Complaints and Concerns (All Grade Levels)** on page 40 and policy FNG for information on the grievance and appeals process.

[See **Consent to Human Sexuality Instruction** on page 6; **Dating Violence** on page 45; and **Child Sexual Abuse, Trafficking, and Other Maltreatment of Children** on page 34]

Consent to Provide a Mental Health Care Service

The district will not provide a mental health care service to a student or conduct a medical screening of a student as part of the district's intervention procedures except as permitted by law.

The district has established procedures for recommending to a parent an intervention for a student with early warning signs of mental health concerns, substance abuse, or suicide risk. The district's mental health liaison will notify the student's parent within a reasonable amount of time after the liaison learns that a student has displayed early warning signs and provide information about available counseling options.

The district has established procedures for recommending to a parent an intervention for a student with early warning signs of mental health concerns, substance abuse, or suicide risk. The district's mental health liaison will notify the student's parent within a reasonable amount of time after the liaison learns that a student has displayed early warning signs and provide information about available counseling options.

The mental health liaison is our Director of Guidance and Counseling Lydia Sylvester, who can be reached at (409) 617-5081 by phone or lsylves@bmtisd.com by email. The mental health liaison can provide further information regarding these procedures as well as educational materials on identifying risk factors, accessing resources for treatment or support on and off campus, and accessing available student accommodations provided on campus.

The district has also established procedures for staff to notify the mental health liaison regarding a student who may need intervention.

The mental health liaison can provide further information regarding these procedures as well as curriculum materials on identifying risk factors, accessing resources for treatment or support on and off campus, and accessing available student accommodations provided on campus.

[See **Mental Health Support** on page 68.]

Consent to Display a Student's Original Works and Personal Information

Teachers may display a student's work in classrooms or elsewhere on campus as recognition of student achievement without seeking prior parental consent. These displays may include personally identifiable student information. Student work includes:

- Artwork
- Special projects
- Photographs
- Original videos or voice recordings
- Other original works

However, the district will seek parental consent before displaying a student's work on the district's website, a website affiliated or sponsored by the district (such as a campus or classroom website), or in district publications, which may include printed materials, videos, or other methods of mass communication.

Consent to Receive Parenting and Paternity Awareness Instruction if a Student is Under Age 14

A student under age 14 must have parental permission to participate in the district's [Parenting and Paternity Awareness Program](https://www.texasattorneygeneral.gov/child-support/programs-and-initiatives/parenting-and-paternity-awareness-papa/papa-educators/papa-curriculum) (<https://www.texasattorneygeneral.gov/child-support/programs-and-initiatives/parenting-and-paternity-awareness-papa/papa-educators/papa-curriculum>). This program was developed by the Office of the Texas Attorney General and the State Board of Education (SBOE) to be incorporated into health education classes.

Consent to Video or Audio Record a Student when Not Already Permitted by Law

State law permits the school to make a video or voice recording without parental permission when it:

- Is to be used for school safety,
- Relates to classroom instruction or a cocurricular or extracurricular activity,
- Relates to media coverage of the school, or
- Relates to the promotion of student safety as provided by law for a student receiving special education services in certain settings.

In other circumstances, the district will seek written parental consent before making a video or voice recording of a student.

Please note that parents and visitors to a classroom, both virtual and in person, may not record video or audio or take photographs or other still images without permission from the teacher or other school official.

Opting Out of Advanced Mathematics in Grades 6-8

The district will automatically enroll a student in grade 6 in an advanced mathematics course if the student performed in the top 40 percent on the grade 5 mathematics STAAR.

Enrollment in an advanced mathematics course in grade 6 will enable students to enroll in Algebra I in grade 8 and advanced mathematics in grades 9-12.

The student's parent may opt the student out of automatic enrollment in an advanced mathematics course.

Prohibiting the Use of Corporal Punishment

BISD does not use Corporal Punishment.

Limiting Electronic Communications between Students and District Employees

The district permits teachers and other approved employees to use electronic communications with students within the scope of professional responsibilities, as described by district guidelines.

For example, a teacher may create a social networking page for his or her class to relay information regarding class work, homework, and tests. A parent is welcome to access such a page.

However, text messages sent to an individual student are only allowed if a district employee with responsibility for an extracurricular activity must communicate with a student participating in that activity.

The employee is required to include the student's parent as a recipient on all text messages;

The employee is required to include his or her immediate supervisor and the student's parent as recipients on all text messages; and

The employee is required to send a copy of the text message to the employee's district email address.

A parent who does not want his or her child to receive one-to-one electronic communications from a district employee should contact the campus principal.

Objecting to the Release of Directory Information

The Family Educational Rights and Privacy Act, or FERPA, permits the district to disclose appropriately designated "directory information" from a student's education records without written consent.

"Directory information" is information that, if released, is generally not considered harmful or an invasion of privacy. Examples include:

- A student's photograph (for publication in the school yearbook)
- A student's name and grade level (for communicating class and teacher assignments)
- The name, weight, and height of an athlete (for publication in a school athletic program)
- A list of student birthdays (for generating schoolwide or classroom recognition)
- A student's name and photograph (posted on a district-approved and -managed social media platform)
- The names and grade levels of students submitted by the district to a local newspaper or other community publication (to recognize the A/B honor roll for a specific grading period)

Directory information will be released to anyone who follows procedures for requesting it.

However, a parent or eligible student may object to the release of this information. Any objection must be made in writing to the principal within ten school days of the student's first day of instruction for this school year. [See **Notice Regarding Directory Information and Parent's Response Regarding Release of Student Information**, included in the forms packet.]

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The district requests that families living in a shelter for survivors of family violence or trafficking notify district personnel that the student currently resides in such a shelter. Families may want to opt out of the release of directory information so that the district does not release any information that might reveal the location of such a shelter.

As allowed by state law, the district has identified two directory information lists—one for school-sponsored purposes and a second for all other requests. For district publications and announcements, the district has designated the following as directory information: Student Name, address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; degrees, honors and awards received; dates of attendance; grade level; sports; weight and height of members of athletic teams; enrollment status, and student identification numbers or identifiers that cannot alone be used to gain access to electronic education record.

If a parent does not object to the use of his or her child's information for these school-sponsored purposes, the school will not ask permission each time the district wants to use the information for these purposes.

For all other purposes, the district has identified the following as directory information: Student name. If a parent does not object to the use of the student's information for these purposes, the school **must** release this information when requested by an outside entity or individual.

If a parent objects to the release of the student's information included on the directory information response form, this objection also applies to the use of that information for school-sponsored purposes, such as:

- Honor roll
- School newspaper
- Yearbook
- Recognition activities
- News releases
- Athletic programs

Note: Also see **Authorized Inspection and Use of Student Records** on page 16.

Objecting to the Release of Student Information to Military Recruiters and Institutions of Higher Education (Secondary Grade Levels Only)

Unless a parent has advised the district not to release his or her student's information, Every Student Succeeds Act (ESSA) requires the district to comply with requests from military recruiters or institutions of higher education to provide the following information about students:

- Name
- Address
- Telephone listing

Military recruiters may also have access to a student's district-provided email address, unless a parent has advised the district not to release this information.

[See **Parent's Objection to the Release of Student Information to Military Recruiters and Institutions of Higher Education**, included in the forms packet.]

Participation in Third-Party Surveys

Consent Required Before Student Participation in a Federally Funded Survey

The Protection of Pupil Rights Amendment (PPRA) provides parents certain rights regarding participation in surveys, the collection and use of information for marketing purposes, and certain physical exams.

A parent has the right to consent before a student is required to submit to a survey funded by the U.S. Department of Education that concerns any of the following protected areas:

- Political affiliations or beliefs of the student or the student's parent
- Mental or psychological problems of the student or the student's family
- Sex behavior or attitudes
- Illegal, antisocial, self-incriminating, or demeaning behavior
- Critical appraisals of individuals with whom the student has a close family relationship
- Legally recognized privileged relationships, such as with lawyers, doctors, and ministers
- Religious practices, affiliations, or beliefs of the student or parent
- Income, except when the information is required by law and will be used to determine the student's eligibility for a program

A parent may inspect the survey or other instrument and any corresponding instructional materials used in connection with such a survey. [See policy EF(LEGAL) for more information.]

"Opting Out" of Participation in Other Types of Surveys or Screenings and the Disclosure of Personal Information

The PPRA gives parents the right to receive notice and an opportunity to opt a student out of:

- Activities involving the collection, disclosure, or use of personal information gathered from the child for the purpose of marketing, selling, or otherwise disclosing that information to others.
- Any nonemergency, invasive physical examination or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of the student.

Exceptions are hearing, vision, or spinal screenings, or any physical examination or screening permitted or required under state law. [See policies EF and FFAA for more information.]

A parent may inspect:

- Protected information surveys of students and surveys created by a third party
- Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes
- Instructional material used as part of the educational curriculum

The ED provides extensive information about the [Protection of Pupil Rights Amendment](https://studentprivacy.ed.gov/resources/protection-pupil-rights-amendment-ppra-general-guidance) (<https://studentprivacy.ed.gov/resources/protection-pupil-rights-amendment-ppra-general-guidance>), including a [PPRA Complaint Form](https://studentprivacy.ed.gov/file-a-complaint) (<https://studentprivacy.ed.gov/file-a-complaint>).

Removing a Student from Instruction or Excusing a Student from a Required Component of Instruction

See **Consent to Human Sexuality Instruction** on page 6 and **Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking** on page 8 for information on a parent's right to remove a student from such instruction.

Reciting a Portion of the Declaration of Independence in Grades 3-12

State law designates the week of September 17 as Celebrate Freedom Week and requires all social studies classes to provide the following:

- Instruction concerning the intent, meaning, and importance of the Declaration of Independence and the U.S. Constitution
- A specific recitation from the Declaration of Independence for students in grades 3-12.

Per state law, a student may be excused from recitation of a portion of the Declaration of Independence if any of the following apply:

- A parent provides a written statement requesting that his or her child be excused.
- The district determines that the student has a conscientious objection to the recitation.
- A parent is a representative of a foreign government to whom the U.S. government extends diplomatic immunity.

[See policy EHBK(LEGAL) for more information.]

Reciting the Pledges to the U.S. and Texas Flags

A parent may request that his or her child be excused from participation in the daily recitation of the Pledge of Allegiance to the U.S. flag and the Pledge of Allegiance to the Texas flag. The request must be made in writing.

State law, however, requires that all students participate in one minute of silence following recitation of the pledges.

[See **Pledges of Allegiance and a Minute of Silence** on page 80 and policy EC(LEGAL) for more information.]

Religious or Moral Beliefs

A parent may remove his or her child temporarily from the classroom if a scheduled instructional activity conflicts with the parent's religious or moral beliefs.

The removal may not be used to avoid a test and may not extend for an entire semester. The student must also satisfy grade-level and graduation requirements as determined by the school and by state law.

Tutoring or Test Preparation

A teacher may determine that a student needs additional targeted assistance for the student to achieve mastery in state-developed essential knowledge and skills based on:

- Informal observations
- Evaluative data such as grades earned on assignments or tests
- Results from diagnostic assessments

The school will always attempt to provide tutoring and strategies for test-taking in ways that prevent removal from other instruction as much as possible.

In accordance with state law and policy EC, districts must obtain parental permission before removing a student from a regularly scheduled class for remedial tutoring or test preparation for more than ten percent of the days the class is offered.

If a district offers tutorial services to students, state law requires a student with a grade below 70 for a reporting period to attend.

[For questions about school-provided tutoring programs, contact the student's teacher and see policies EC and EHBC. See **Standardized Testing** on page 90 for information regarding required accelerated instruction after a student fails to perform satisfactorily on certain state-mandated tests.]

Right of Access to Student Records, Curriculum Materials, and District Records/Policies

Parent Review of Instructional Materials

A parent has the right to review teaching materials, textbooks, and other teaching aids and instructional materials used in the curriculum, and to examine tests that have been administered, whether instruction is delivered in-person, virtually, or remotely.

The district will make instructional materials available for parent review no later than 30 days before the school year begins and for at least 30 days after the school year ends. However, tests that have not yet been administered will not be made available for parent examination.

The district will provide login credentials to each student's parent for any learning management system or online learning portal used in instruction to facilitate parent access and review.

A parent is also entitled to request that the school allow the student to take home instructional materials the student uses. The school may ask the student to return the materials at the beginning of the next school day.

A school must provide printed versions of electronic instructional materials to a student if the student does not have reliable access to technology at home.

District Review of Instructional Materials

A parent may request that the district conduct an instructional material review in a math, English Language Arts, science, or social studies class in which the parent's student is enrolled to determine alignment with state standards and the level of rigor for the grade level.

The district is not required to conduct an instructional material review for a specific subject area or grade level at a specific campus more than once per school year.

For more information about requesting an instructional material review, contact the campus principal.

Notices of Certain Student Misconduct to Noncustodial Parent

A noncustodial parent may request in writing that he or she be provided, for the remainder of the school year, a copy of any written notice usually provided to a parent related to his or her child's misconduct that may involve placement in a disciplinary alternative education program (DAEP) or expulsion. [See the Student Code of Conduct and policy FO(LEGAL) for more information.]

Participation in Federally Required, State-Mandated, and District Assessments

In accordance with Every Student Succeeds Act (ESSA), a parent may request information regarding any federal, state, or district policy related to his or her child's participation in required assessments.

Student Records

Accessing Student Records

A parent may review his or her child's records. These records include:

- Attendance records
- Test scores
- Grades
- Disciplinary records
- Counseling records
- Psychological records
- Applications for admission
- Health and immunization information
- Other medical records
- Teacher and school counselor evaluations
- Reports of behavioral patterns
- Records relating to assistance provided for learning difficulties, including information collected regarding any intervention strategies used with the child, as the term "intervention strategy" is defined by law
- State assessment instruments that have been administered to the child
- Teaching materials and tests used in the child's classroom

Authorized Inspection and Use of Student Records

The Family Educational Rights and Privacy Act (FERPA) affords parents and eligible students certain rights regarding student education records.

For purposes of student records, an "eligible" student is anyone age 18 or older or who attends a postsecondary educational institution. These rights, as discussed here and at **Objecting to the Release of Directory Information** on page 11, are the right to:

- Inspect and review student records within 45 days after the day the school receives a request for access.
- Request an amendment to a student record the parent or eligible student believes is inaccurate, misleading, or otherwise in violation of FERPA.
- Provide written consent before the school discloses personally identifiable information from the student's records, except to the extent that FERPA authorizes disclosure without consent.

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- [File a complaint \(https://studentprivacy.ed.gov/file-a-complaint\)](https://studentprivacy.ed.gov/file-a-complaint) with the U.S. Department of Education concerning failures by the school to comply with FERPA requirements.

Both FERPA and state laws safeguard student records from unauthorized inspection or use and provide parents and eligible students certain rights of privacy.

Before disclosing personally identifiable information from a student's records, the district must verify the identity of the person, including a parent or the student, requesting the information.

Virtually all information pertaining to student performance — including grades, test results, and disciplinary records — is considered confidential educational records.

Inspection and release of student records is restricted to an eligible student or a student's parent unless the school receives a copy of a court order terminating parental rights or the right to access a student's education records. A parent's rights regarding access to student records are not affected by the parent's marital status.

Federal law requires that control of the records goes to the student as soon as the student:

- Reaches the age of 18;
- Is emancipated by a court; or
- Enrolls in a postsecondary educational institution.

However, the parent may continue to have access to the records if the student is a dependent for tax purposes and, under limited circumstances, when there is a threat to the health and safety of the student or other individuals.

FERPA permits the disclosure of personally identifiable information from a student's education records without written consent of the parent or eligible student when school officials have what federal law refers to as a "legitimate educational interest" in a student's records.

Legitimate educational interest may include:

- Working with the student
- Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities
- Compiling statistical data
- Reviewing an educational record to fulfill the official's professional responsibility
- Investigating or evaluating programs

School officials may include:

- Board members and employees, such as the superintendent, administrators, and principals
- Teachers, school counselors, diagnosticians, and support staff (including district health or medical staff)
- A person or company with whom the district has contracted or allowed to provide a specific institutional service or function (such as an attorney, consultant, third-party vendor that offers online programs or software, auditor, medical consultant, therapist, school resource officer, or volunteer)
- A person appointed to serve on a team to support the district's safe and supportive school program

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- A parent or student serving on a school committee
- A parent or student assisting a school official in the performance of his or her duties

FERPA also permits the disclosure of personally identifiable information without written consent:

- To authorized representatives of various governmental agencies, including juvenile service providers, the U.S. Comptroller General's office, the U.S. Attorney General's office, the U.S. Secretary of Education, the Texas Education Agency, the U.S. Secretary of Agriculture's office, and Child Protective Services (CPS) caseworkers or, in certain cases, other child welfare representatives.
- To individuals or entities granted access in response to a subpoena or court order.
- To another school, district/system, or postsecondary educational institution to which a student seeks or intends to enroll or in which the student already is enrolled.
- In connection with financial aid for which a student has applied or has received.
- To accrediting organizations to carry out accrediting functions.
- To organizations conducting studies for, or on behalf of, the school to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction.
- To appropriate officials in connection with a health or safety emergency.
- When the district discloses directory information-designated details. [See **Objecting to the Release of Directory Information** on page 11 to prohibit this disclosure.]

Release of personally identifiable information to any other person or agency — such as a prospective employer or for a scholarship application — will occur only with parental or student permission as appropriate.

The Director of Student Services is custodian of all records for currently enrolled students at the assigned school. The Director of Student Services is the custodian of all records for students who have withdrawn or graduated.

A parent or eligible student who wants to inspect the student's records should submit a written request to the custodian of records identifying the records he or she wants to inspect.

Records may be reviewed in person during regular school hours. The records custodian or designee will be available to explain the record and to answer questions.

A parent or eligible student who submits a written request and pays copying costs of ten cents per page may obtain copies. If circumstances prevent inspection during regular school hours and the student qualifies for free or reduced-price meals, the district will either provide a copy of the records requested or make other arrangements for the parent or student to review the records.

You may contact Senecia Saveat, Director of Student Services, for currently enrolled students at (409) 617-5050 by phone or shelm@gmtisd.com by email.

You may contact Senecia Saveat, Director of Student Services, for students who have withdrawn or graduated at (409) 617-5050 by phone or shelm@gmtisd.com by email.

A parent or eligible student may inspect the student's records and request a correction or amendment if the records are considered inaccurate, misleading, or otherwise in violation of the student's privacy rights.

A request to correct a student's record should be submitted to the appropriate custodian of records. The request must clearly identify the part of the record that should be corrected and include an explanation of how the information is inaccurate. If the district denies the request to amend the records, the parent or eligible student has the right to request a hearing. If after the hearing the records are not amended, the parent or eligible student has 30 school days to place a statement in the student's record.

Although improperly recorded grades may be challenged, contesting a student's grade in a course or on an examination is handled through the complaint process found in policy FNG(LOCAL). A grade issued by a teacher can be changed only if the board of trustees determines that the grade is arbitrary, erroneous, or inconsistent with the district's grading guidelines.

[See **Report Cards/Progress Reports and Conferences** on page 81, **Complaints and Concerns** on page 40, and Finality of Grades at policy FNG(LEGAL).]

The district's student records policy is found at policy FL(LEGAL) and (LOCAL) and is available at the principal's or superintendent's office www.bmtisd.com.

Note: The parent's or eligible student's right of access to and copies of student records does not extend to all records. Materials that are not considered educational records — such as a teacher's personal notes about a student shared only with a substitute teacher — do not have to be made available.

Teacher and Staff Professional Qualifications

A parent may request information regarding the professional qualifications of his or her child's teachers, including whether the teacher:

- Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
- Has an emergency permit or other provisional status for which state requirements have been waived; and
- Is currently teaching in the field or discipline of his or her certification.

The parent also has the right to request information about the qualifications of any paraprofessional who may provide services to the child.

A Student with Exceptionalities or Special Circumstances

Children of Military Families

[The Interstate Compact on Educational Opportunities for Military Children](https://www.dodea.edu/partnership/interstatecompact.cfm)

(<https://www.dodea.edu/partnership/interstatecompact.cfm>) entitles children of military families to flexibility regarding certain district and state requirements, including:

- Immunization requirements
- Grade level, course, or educational program placement
- Eligibility requirements for participation in extracurricular activities

- Enrollment in the Texas Virtual School Network (TXVSN)
- Graduation requirements

The district will excuse absences related to a student visiting a parent, including a stepparent or legal guardian, who is:

- Called to active duty
- On leave
- Returning from a deployment of at least four months

The district will permit **no more than five** excused absences per year for this purpose. For the absence to be excused, the absence must occur no earlier than the 60th day before deployment or no later than the 30th day after the parent's return from deployment.

Additional information may be found at [Military Family Resources at the Texas Education Agency](https://tea.texas.gov/about-tea/other-services/military-family-resources) (<https://tea.texas.gov/about-tea/other-services/military-family-resources>).

Parental Role in Certain Classroom and School Assignments

Multiple-Birth Siblings

State law permits a parent of multiple-birth siblings (for example, twins, triplets) assigned to the same grade and campus to request in writing that the children be placed in either the same classroom or separate classrooms.

Written requests must be submitted by the 14th day after the students' enrollment. [See policy FDB(LEGAL) for more information.]

Safety Transfers/Assignments

The board or its designee will honor a parent's request to transfer his or her child to another classroom or campus if the district has determined that the child has been a victim of bullying, including cyberbullying, as defined by Education Code 37.0832.

The board may transfer a student who has engaged in bullying to another classroom. The board will consult with the parent of a child who has engaged in bullying before deciding to transfer the child to another campus.

Transportation is not provided for a transfer to another campus. See the campus principal for more information.

[See **Bullying** on page 31, and policies FDB and FFI for more information.]

The district will honor a parent's request for the transfer of his or her child to a safe public school in the district if the child attends a school identified by the Texas Education Agency as persistently dangerous or if the child has been a victim of a violent criminal offense while at school or on school grounds.

[See policy FDE for more information.]

The board will honor a parent's request for the transfer of his or her child to another district campus if the child has been the victim of sexual assault by another student assigned to the same campus, whether the assault occurred on or off campus, and that student has been convicted of or placed on deferred adjudication for the assault. In accordance with policy FDE, if the victim does not wish to transfer, the board will transfer the assailant.

Student Use of a Service/Assistance Animal

A parent of a student who uses a service/assistance animal because of the student's disability must submit a written request to the principal before bringing the service/assistance animal on campus. The district will try to accommodate a request as soon as possible but will do so within ten district business days.

A Student in the Conservatorship of the State (Foster Care)

In an effort to provide educational stability, the district will provide enrollment and registration assistance, as well as other educational services throughout the student's enrollment, to any student who is currently placed or newly placed in foster care (temporary or permanent custody of the state, sometimes referred to as substitute care).

A student in the conservatorship (custody) of the state who enrolls in the district after the beginning of the school year will be allowed credit-by-examination opportunities at any point during the year.

The district will assess the student's available records to determine transfer of credit for subjects and courses taken before the student's enrollment in the district.

The district will award partial course credit when the student only passes one half of a two-half course. [For provisions on partial course credit for students who are not in the conservatorship of the state, see EI(LOCAL).]

A student in the conservatorship of the state who is moved outside the district's or school's attendance boundaries — or who is initially placed in the conservatorship of the state and moved outside the district's or school's boundaries — is entitled to remain at the school the student was attending prior to the placement or move until the student reaches the highest-grade level at that particular school.

If a student in grade 11 or 12 transfers to another district but does not meet the graduation requirements of the receiving district, the student can request a diploma from the previous district if the student meets its graduation criteria.

For a student in the conservatorship of the state who is eligible for a tuition and fee exemption under state law and likely to be in care on the day preceding the student's 18th birthday, the district will:

- Assist the student with the completion of applications for admission or financial aid.
- Arrange and accompany the student on campus visits.
- Assist in researching and applying for private or institution-sponsored scholarships.
- Identify whether the student is a candidate for appointment to a military academy.
- Assist the student in registering and preparing for college entrance examinations, including (subject to the availability of funds) arranging for the payment of examination fees by the Texas Department of Family and Protective Services (DFPS).
- Coordinate contact between the student and a liaison officer for students formerly in the conservatorship of the state.

If you have questions, please contact the district's foster care liaison: Senecia Saveat, Director of Student Services (409) 617-5050 by phone or shelm@gmtisd.com by email.

[See **Credit by Examination for Advancement/Acceleration** on page 44 and **Course Credit** on page 43.]

A Student Who Is Homeless

A parent is encouraged to inform the district if his or her child is experiencing homelessness. District staff can share resources that may be able to assist families.

A student who is homeless will be provided flexibility regarding certain district provisions, including:

- Proof of residency requirements
- Immunization requirements
- Educational program placement (if the student is unable to provide previous academic records or misses an application deadline during a period of homelessness)
- Credit-by-examination opportunities at any point during the year (if the student enrolled in the district after the beginning of the school year), per State Board of Education (SBOE) rules
- Assessment of the student's available records to determine transfer of credit for subjects and courses taken before the student's enrollment in the district
- Awarding partial credit when a student passes only one half of a two-half course
- Eligibility requirements for participation in extracurricular activities
- Graduation requirements

Federal law allows a student who is homeless to remain enrolled in the "school of origin" or to enroll in a new school in the attendance area where the student is currently residing.

If a student who is homeless in grade 11 or 12 transfers to another district but does not meet the graduation requirements of the receiving district, state law allows the student to request a diploma from the previous district if the student meets the criteria to graduate from the previous district.

A student or parent who is dissatisfied by the district's eligibility, school selection, or enrollment decision may appeal through policy FNG(LOCAL). The district will expedite local timelines, when possible, for prompt dispute resolution.

For more information on services for students who are homeless, contact the district's homeless education liaison: Director of Student Services at (409) 617-5050 by phone or shelm@gmtisd.com by email.

[See **Credit by Examination for Advancement/Acceleration** on page 44 and **Course Credit** on page 43.]

A Student Who Has Learning Difficulties or Who Needs Special Education or Section 504 Services

For those students who are having difficulty in the regular classroom, all school districts must consider tutorial, compensatory, and other academic or behavior support services that are available to all students, including a process based on Response to Intervention (RtI). The implementation of RtI has the potential to have a positive impact on the ability of districts to meet the needs of all struggling students.

If a student is experiencing learning difficulties, his or her parent may contact the individuals listed below to learn about the school's overall general education referral or screening system for support services.

This system links students to a variety of support options, including making a referral for a special education evaluation or for a Section 504 evaluation to determine whether the student needs specific aids, accommodations, or services. A parent may request an evaluation for special education or Section 504 services at any time.

Special Education Referrals

If a parent makes a written request for an initial evaluation for special education services to the director of special education services or to a district administrative employee of the school district, the district must respond no later than 15 school days after receiving the request. At that time, the district must give the parent prior written notice of whether it agrees or refuses to evaluate the student, along with a copy of the [Notice of Procedural Safeguards](https://fw.escapps.net/Display_Portal/publications) (https://fw.escapps.net/Display_Portal/publications). If the district agrees to evaluate the student, it must also give the parent the opportunity to give written consent for the evaluation.

Note: A request for a special education evaluation may be made verbally; it does not need to be made in writing. Districts must still comply with all federal prior-written notices and procedural safeguard requirements as well as the requirements for identifying, locating, and evaluating children who are suspected of having a disability and in need of special education. However, a verbal request does not require the district to respond within the 15 school-day timeline.

If the district decides to evaluate the student, it must complete the student's initial evaluation and evaluation report no later than 45 school days from the day it receives a parent's written consent. However, if the student is absent from school during the evaluation period for three or more school days, the evaluation period will be extended by the number of school days equal to the number of school days that the student is absent.

There is an exception to the 45-school-day timeline. If the district receives a parent's consent for the initial evaluation at least 35 but less than 45 school days before the last instructional day of the school year, it must complete the written report and provide a copy of the report to the parent by June 30 of that year. However, if the student is absent from school for three or more days during the evaluation period, the June 30 due date no longer applies. Instead, the general timeline of 45 school days plus extensions for absences of three or more days will apply.

Upon completing the evaluation, the district must give the parent a copy of the evaluation report at no cost.

Additional information regarding special education is available from the school district in a companion document titled [Parent's Guide to the Admission, Review, and Dismissal Process](https://fw.escapps.net/Display_Portal/publications) (https://fw.escapps.net/Display_Portal/publications).

Contact Person for Special Education Referrals

The designated contact person regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for special education services is: Richelle Brooks, Senior Director of Special Services; (409) 617-5117, or by email at rbrook1@bmtisd.com

For questions regarding post-secondary transitions, including the transition from education to employment, for students receiving special education services, contact the district's transition and employment designee: Richelle Brooks, Senior Director of Special Services; (409) 617-5117, or by email at rbrook1@bmtisd.com

Section 504 Referrals

Each school district must have standards and procedures in place for the evaluation and placement of students in the district's Section 504 program. Districts must also implement a system of procedural safeguards that includes:

- Notice
- An opportunity for a parent or guardian to examine relevant records
- An impartial hearing with an opportunity for participation by the parent or guardian and representation by counsel
- A review procedure

Contact Person for Section 504 Referrals

The designated person to contact regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for Section 504 services is: Elizabeth Miller; (409) 617-5228; or by email at emiller@bmtisd.com

[See **A Student with Physical or Mental Impairments Protected under Section 504** on page 25.]

Visit these websites for information regarding students with disabilities and the family:

- [Legal Framework for the Child-Centered Special Education Process](https://fw.escapps.net/Display_Portal?destination=/) (https://fw.escapps.net/Display_Portal?destination=/)
- [Partner Resource Network](http://prntexas.org/) (<http://prntexas.org/>)
- [SPEDTEX: Special Education Information Center](https://www.spedtex.org/) (<https://www.spedtex.org/>)
- [Texas First Project](http://www.texasprojectfirst.org/) (<http://www.texasprojectfirst.org/>)

Notification to Parents of Intervention Strategies for Learning Difficulties Provided to Students in General Education

In accordance with state law, the district will annually notify parents if their child receives assistance for learning difficulties. Details of such assistance can include intervention strategies. This notice is not intended for those students already enrolled in a special education program.

A Student Who Receives Special Education Services with Other School-Aged Children in the Home

If a student is receiving special education services at a campus outside his or her attendance zone, state law permits the parent or guardian to request that other students residing in the household be transferred to the same campus — if the grade level for the transferring student is offered on that campus.

The student receiving special education services would be entitled to transportation; however, the district is not required to provide transportation to other children in the household.

The parent or guardian should contact the school principal regarding transportation needs prior to requesting a transfer for other children in the home. [See policy FDB(LOCAL) for more information.]

A Student Who Speaks a Primary Language Other than English

A student may be eligible to receive specialized support if his or her primary language is not English, and the student has difficulty performing ordinary class work in English.

If the student qualifies for these services, the Language Proficiency Assessment Committee (LPAC) will determine the types of services the student needs, including accommodations or modifications related to classroom instruction, local assessments, and state-mandated assessments.

[See **Emergent Bilingual Students** on page 53 and **Special Programs** on page 90.]

A Student with Physical or Mental Impairments Protected under Section 504

A student with a physical or mental impairment that substantially limits a major life activity, as defined by law — and who does not otherwise qualify for special education services — may qualify for protections under Section 504 of the Rehabilitation Act.

Section 504 is a federal law designed to prohibit discrimination against individuals with disabilities.

When an evaluation is requested, a committee will be formed to determine whether the student needs services and supports under Section 504 in order to receive a free appropriate public education (FAPE), as defined in federal law.

[See **A Student Who Has Learning Difficulties or Who Needs Special Education or Section 504 Services** on page 22 and policy FB for more information.]

Section Two: Other Important Information for Parents and Students

This section contains important information on academics, school activities, and school operations and requirements.

It is organized alphabetically to serve as a quick-reference guide. Where applicable, the topics are further organized by grade level.

Parents and children should take a moment together to become familiar with the issues addressed in this section. For guidance on a particular topic, please contact your campus principal.

Absences/Attendance

Regular school attendance is essential. Absences from class may result in serious disruption of a student's education. The student and parent should avoid unnecessary absences.

Two important state laws are discussed below — one dealing with compulsory attendance and the other with how attendance affects the award of a student's final grade or course credit.

Compulsory Attendance

Prekindergarten and] Kindergarten

Students enrolled in prekindergarten or kindergarten are required to attend school and are subject to the compulsory attendance requirements as long as they remain enrolled.

Ages 6-18

State law requires that a student who is at least six years of age, or who is younger than six years of age and has previously been enrolled in first grade, and who has not yet reached their 19th birthday, shall attend school, as well as any applicable accelerated instruction program, extended-year program, or tutorial session, unless the student is otherwise excused from attendance or legally exempt.

State law requires a student in kindergarten-grade 2 to attend any assigned accelerated reading instruction program. Parents will be notified in writing if their child is assigned to an accelerated reading instruction program based on a diagnostic reading instrument.

A student will be required to attend any assigned accelerated instruction program before or after school or during the summer if the student does not meet the passing standards on an applicable subject area state assessment.

Age 19 and Older

A student who voluntarily attends or enrolls after his or her 19th birthday is required to attend each school day until the end of the school year. If the student incurs more than five unexcused absences in a semester, the district may revoke the student's enrollment. The student's presence on school property thereafter would be unauthorized and may be considered trespassing. [See policy FEA for more information.]

Compulsory Attendance — Exemptions

All Grade Levels

State law allows exemptions to the compulsory attendance requirements for the following activities and events, as long as the student makes up all work:

- Religious holy days
- Required court appearances
- Appearing at a governmental office to obtain U.S. citizenship
- Taking part in a US naturalization oath ceremony
- Serving as an election clerk
- Health-care appointments for the student or a child of the student, including absences related to autism services
- Absences resulting from a serious or life-threatening illness or related treatment that makes a student's attendance infeasible, with certification by a physician
- For students in the conservatorship of the state:
 - An activity required under a court-ordered service plan; or
 - Any other court-ordered activity, provided it is not practicable to schedule the student's participation in the activity outside of school hours.

For children of military families, absences of up to five days will be excused for a student to visit a parent, stepparent, or legal guardian going to, on leave from, or returning from certain deployments. [See **Children of Military Families** on page 19.]

Note that documented health-care appointments may include telehealth appointments. Students who are physically on campus will not be allowed to participate in telehealth or other online appointments without specific authorization from an appropriate administrator. Students should not use district-issued technology, including WIFI or internet, for telehealth appointments because use of district-owned equipment and its network systems is not private and may be monitored by the district. For more information, see **Telecommunication and Other Electronic Devices** on page 89 .

Secondary Grade Levels

The district will allow a student who is 15 years of age or older to be absent for one day to obtain a learner license and one day to obtain a driver's license, provided that the board has authorized such excused absences under policy FEA(LOCAL). The student will be required to provide documentation of his or her visit to the driver's license office for each absence and must make up any work missed.

[See **Driver License Attendance Verification** on page 30.]

The district will allow junior and senior students to be absent for up to two days per year to visit a college or university if the following conditions are met:

- The board has authorized such excused absences under policy FEA(LOCAL).
- The principal has approved the student's absence.
- The student follows campus procedures to verify the visit and makes up any work missed.

The district will allow a student 17 years old or older to be absent for up to four days during the period the student is enrolled in high school to pursue enlistment in the U.S. armed services or Texas National Guard, provided the student verifies these activities to the district.

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The district will allow a student to be absent for up to two days during the student's junior year and two days during the student's senior year for a career investigation day to visit a professional at that individual's workplace to determine the student's interest in pursuing a career in the professional's field, provided the student verifies these activities to the district.

The district will allow a student to be absent for up to two days per school year to serve as:

- An early voting clerk, provided the district's board has authorized this in policy FEA(LOCAL), the student notifies his or her teachers, and the student receives approval from the principal prior to the absences; or
- An election clerk, if the student makes up any work missed.

The district will allow a student in grades 6-12 to be absent for the purpose of sounding "Taps" at a military honors funeral for a deceased veteran.

Compulsory Attendance — Failure to Comply

All Grade Levels

School employees must investigate and report violations of the compulsory attendance law.

A student who is absent without permission from school, any class, any required special program, or any required tutorial will be considered in violation of the compulsory attendance law and subject to disciplinary action.

Students with Disabilities

If a student with a disability is experiencing attendance issues, the student's ARD or Section 504 committee will determine whether the attendance issues warrant an evaluation, a reevaluation, and/or modifications to the student's individualized education program or Section 504 plan, as appropriate.

Ages 6-18

When a student age 6-18 incurs three or more unexcused absences within a four-week period, the law requires the school to send notice to the parent.

The notice will:

- Remind the parent of his or her duty to monitor the student's attendance and require the student to attend school.
- Request a conference between school administrators and the parent.
- Inform the parent that the district will initiate truancy prevention measures, including a behavior improvement plan, school-based community service, referrals to counseling or other social services, or other appropriate measures.

The truancy prevention facilitator for the district is: Kela Prudhomme; (409) 617-5108; kprudo@bmtisd.com

For any questions about student absences, parents should contact the facilitator or any other campus administrator.

A court of law may impose penalties against the parent if a school-aged student is deliberately not attending school. The district may file a complaint against the parent if the student incurs ten or more unexcused absences within a six-month period in the same school year.

If a student age 12-18 incurs ten or more unexcused absences within a six-month period in the same school year, the district, in most circumstances, will refer the student to truancy court.

[See policies FEA(LEGAL) and FED(LEGAL) for more information.]

Age 19 and Older

After a student age 19 or older incurs a third unexcused absence, the district is required by law to send the student a letter explaining that the district may revoke the student's enrollment for the remainder of the school year if the student has more than five unexcused absences in a semester. As an alternative to revoking a student's enrollment, the district may implement a behavior improvement plan.

Attendance for Credit or Final Grade (All Grade Levels)

To receive credit or a final grade in a class, a student must attend the class at least 90 percent of the days it is offered. A student who attends at least 75 percent but fewer than 90 percent of the days may receive credit or a final grade if he or she completes a plan, approved by the principal, that allows the student to fulfill the class's instructional requirements. If a student is involved in a criminal or juvenile court proceeding, the judge presiding over the case must also approve the plan before the student receives credit or a final grade.

If a student attends fewer than 75 percent of the class days or does not complete the principal-approved plan, then the attendance review committee will determine whether there are extenuating circumstances for the absences and how the student can regain credit or a final grade. [See policy FEC for more information.]

With the exception of absences due to serious or life-threatening illness or related treatment, all absences, excused or unexcused, may be held against a student's attendance requirement. To determine whether there were extenuating circumstances for any absences, the attendance committee will consider:

- Whether the student has mastered the essential knowledge and skills and maintained passing grades in the course or subject.
- Whether the student has completed makeup work satisfactorily. If the student completes makeup work, absences listed under **Compulsory Attendance — Exemptions** on page 26 and absences for extracurricular activities will be considered extenuating circumstances.
- Whether the student or the student's parent had any control over the absences.
- Any information presented by the student or parent to the committee about the absences.

The student or parent may appeal the committee's decision to the board by following policy FNG(LOCAL).

Official Attendance-Taking Time (All Grade Levels)

The district will take official attendance every day at the second instructional hour.

A student absent for any portion of the day, should follow the procedures below to provide documentation of the absence.

Documentation after an Absence (All Grade Levels)

A parent must provide an explanation for any absence upon the student's arrival or return to school. The student must submit a note signed by the parent. The campus may accept a phone call from the parent but reserves the right to require a written note.

A note signed by the student will not be accepted unless the student is age 18 or older or is an emancipated minor under state law.

The campus will document in its attendance records whether the absence is excused or unexcused.

Note: The district is not required to excuse any absence, even if the parent provides a note explaining the absence, unless the absence is an exemption under compulsory attendance laws.

Doctor's Note after an Absence for Illness (All Grade Levels)

Within 5 days of returning to school, a student who is absent for more than 3 consecutive days because of a personal illness must bring a statement from a doctor or health clinic verifying the illness or condition that caused the absence. Otherwise, the absence may be considered unexcused and in violation of compulsory attendance laws.

Should the student develop a questionable pattern of absences, the principal or attendance committee may require a statement from a doctor or health clinic verifying the illness or condition that caused the absence to determine whether an absence will be excused or unexcused.

Certification of Absence Due to Severe Illness or Treatment

If a student is absent because of a serious or life-threatening illness or related treatment that makes a student's attendance infeasible, a parent must provide certification from a physician licensed to practice in Texas specifying the student's illness and the anticipated period of absence related to the illness or treatment.

Driver License Attendance Verification (Secondary Grade Levels Only)

A currently enrolled student seeking a driver's license shall submit the Texas Department of Public Safety Verification of Enrollment and Attendance Form (VOE), signed by the parent, to the campus central office at least 10 days before it is needed. The district will issue a VOE only if the student meets class credit or attendance requirements. The [VOE form](https://www.tdlr.texas.gov/driver/forms/VOE.pdf) (<https://www.tdlr.texas.gov/driver/forms/VOE.pdf>) is available online.

Further information may be found on the [Texas Department of Public Safety website](https://www.dps.texas.gov/section/driver-license/how-apply-texas-driver-license-teen) (<https://www.dps.texas.gov/section/driver-license/how-apply-texas-driver-license-teen>).

See **Compulsory Attendance — Exemptions for Secondary Grade Levels** on page 26 for information on excused absences for obtaining a learner license or driver's license.

Accountability under State and Federal Law (All Grade Levels)

Beaumont Independent School District and each of its campuses are held to certain standards of accountability under state and federal law. A key component of accountability is the dissemination and publication of certain reports and information, including:

- The Texas Academic Performance Report (TAPR) for the district, compiled by the Texas Education Agency (TEA), based on academic factors and ratings

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- A School Report Card (SRC) for each campus in the district, compiled by TEA
- The district's financial management report, which includes the financial accountability rating assigned to the district by TEA
- Information compiled by TEA for the submission of a federal report card that is required by federal law

Accountability information can be found on the district's website at www.bmtisd.com. Hard copies of any reports are available upon request to the district's administration office.

TEA maintains additional accountability and accreditation information at [TEA Performance Reporting Division](https://tea.texas.gov/texas-schools/accountability/academic-accountability/performance-reporting) (<https://tea.texas.gov/texas-schools/accountability/academic-accountability/performance-reporting>).

Armed Services Vocational Aptitude Battery Test (Grades 10-12)

A student in grades 10-12 will be offered an opportunity to take the Armed Services Vocational Aptitude Battery test and consult with a military recruiter.

Contact the principal for information about this opportunity.

Awards and Honors (All Grade Levels)

Contact the campus principal for information regarding awards and honors.

Bullying (All Grade Levels)

The district strives to prevent bullying, in accordance with the district's policies, by promoting a positive school culture; building healthy relationships between students and staff; encouraging reporting of bullying incidents, including anonymous reporting; and investigating and addressing reported bullying incidents.

Bullying is defined in state law 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:

- 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 of damage to the student's property
- Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student
- Materially and substantially disrupts the educational process or the orderly operation of a classroom or school
- Infringes on the rights of the victim at school

Bullying includes cyberbullying. Cyberbullying is defined in state law as bullying that is done using any electronic communication device, including:

- A cellular or other type of telephone
- A computer
- A camera
- Electronic mail

- Instant messaging
- Text messaging
- A social media application
- An internet website
- Any other internet-based communication tool

Bullying is prohibited by the district and could include:

- Hazing
- Threats
- Taunting
- Teasing
- Confinement
- Assault
- Demands for money
- Destruction of property
- Theft of valued possessions
- Name-calling
- Rumor-spreading
- Ostracism

The district will integrate into instruction research-based content designed to reduce bullying that is appropriate for students' age groups.

Elementary campuses

Students in elementary grades will participate in:

- Instruction designed so that students can recognize bullying behaviors and how to report them;
- Age-appropriate discussions that encourage peers to intervene when they observe bullying occur, and
- Instruction that characterizes bullying as a behavior that results from the student's need to acquire more mature social or coping skills, not an unchangeable trait

Secondary campuses:

Students in secondary grades will participate in:

- Instruction on the brain's ability to change and grow so the student recognizes bullying behavior can come from a developmental need to acquire more social skills, can change when the brain matures and learns better ways of coping, and is not an unchangeable trait;
- Discussions that portray bullying as undesirable behavior and a means for attaining or maintaining social status at school, and that discourage students from using bullying as a tool for social status, and

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- Instruction designed so that students recognize the role that reporting bullying behaviors plays in promoting a safe school community

The district will use an age-appropriate survey regarding school culture that includes relevant questions on bullying to identify and address student concerns.

Each campus has a committee that addresses bullying by focusing on prevention efforts and health and wellness initiatives. The committee will include parents and secondary students. For more information on this committee, including interest in serving on the committee, contact the campus principal.

If a student believes that he or she has experienced bullying or witnesses the bullying of another student, the student or parent should notify a teacher, school counselor, principal, or another district employee as soon as possible. Any district employee aware of a report of a bullying incident will relay the report to an appropriate administrator. Procedures for reporting allegations of bullying may be found on the district's website.

A student may anonymously report an alleged incident of bullying by filing a report on the district website at www.bmtisd.com, or by dropping a note into a designated box, usually located in the front office.

The administration will investigate any allegations of bullying and related misconduct. The district will also provide notice to the parent of the alleged victim and the parent of the student alleged to have engaged in bullying.

If an investigation determines that bullying occurred, the administration will take appropriate disciplinary action and may, in certain circumstances, notify law enforcement. Disciplinary or other action may be taken even if the conduct did not rise to the level of bullying.

The district will provide research-based interventions, which may include counseling options, for students who engage in bullying behaviors, students who are targeted by bullying behaviors, and any student who witnessed bullying behaviors.

Any action taken in response to bullying will comply with state and federal law regarding students with disabilities.

Any retaliation against a student who reports an incident of bullying is prohibited.

Upon recommendation of the administration, the board may transfer a student found to have engaged in bullying to another classroom at the campus. In consultation with the student's parent, the board may transfer the student to another campus in the district.

The parent of a student who has been determined to be a victim of bullying may request that the student be transferred to another classroom or campus within the district. [See **Safety Transfers/Assignments** on page 20.]

A copy of the district's bullying policy is available in the principal's office, superintendent's office, and on the district's website, and is included at the end of this handbook as an appendix.

A student or parent who is dissatisfied with the outcome of an investigation may appeal through policy FNG(LOCAL).

[See **Safety Transfers/Assignments** on page 20, **Dating Violence, Discrimination, Harassment, and Retaliation** on page 45, **Hazing** on page 64, policy FFI, the district's Student Code of Conduct, and the district improvement plan, a copy of which can be viewed in the campus office.]

Career and Technical Education (CTE) and Other Work-Based Programs (Secondary Grade Levels Only)

The district offers career and technical education programs in the following areas: Agriculture, Architecture and Construction, Arts, Audio/Video Production and Communications, Business Management and Administration, Education and Training, Finance, Health Science, Hospitality and Tourism, Human Services, Information Technology, Law, Manufacturing, STEM, and Transportation.

The district offers other work-based programs in each program of study.

Admission to these programs is available to all students.

District policy prohibits discrimination on the basis of race, color, national origin, sex, or handicap in its vocational programs, services, or activities, and provides equal access to the Boy Scouts and other designated youth groups as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

District policy also prohibits discrimination on the basis of race, color, national origin, sex, handicap, or age in its 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 district will take steps to assure that lack of English language skills will not be a barrier to admission or participation in all educational and vocational programs.

For information about your rights or grievance procedures, contact the Title IX coordinator and the ADA/Section 504 coordinator.

[See **Nondiscrimination Statement** on page 77 for the name and contact information for the Title IX coordinator and ADA/Section 504 coordinator.]

Celebrations (All Grade Levels)

Although a parent or grandparent may provide food to share for a school-designated function or for a student's birthday, please be aware that children in the school may have severe allergies to certain food products. Discuss any classroom allergies with the teacher before bringing food to share.

Occasionally, the school or a class may host functions or celebrations tied to the curriculum that involve food. The school or teacher will notify students and parents of any known food allergies when soliciting potential volunteers to provide food.

[See **Food Allergies** on page 71.]

Child Sexual Abuse, Trafficking, and Other Maltreatment of Children (All Grade Levels)

The district has established a plan for addressing child sexual abuse, trafficking, and other maltreatment of children, which may be accessed at <https://www.bmtisd.com/Page/7328>. Trafficking includes both sex and labor trafficking.

Warning Signs of Sexual Abuse

Sexual abuse in the Texas Family Code is defined as any sexual conduct harmful to a child's mental, emotional, or physical welfare as well as a failure to make a reasonable effort to prevent sexual conduct with a child. A person who compels or encourages a child to engage in sexual conduct commits abuse. It is illegal to make or possess child pornography or to display such material to a child.

Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility, under state law, to report the suspected abuse or neglect to law enforcement or to Child Protective Services (CPS).

A child who has been or is being sexually abused may exhibit physical, behavioral, or emotional warning signs, including:

- Difficulty sitting or walking, pain in the genital areas, and claims of stomachaches and headaches
- Verbal references or pretend games of sexual activity between adults and children, fear of being alone with adults of a particular gender, or sexually suggestive behavior
- Withdrawal, depression, sleeping and eating disorders, and problems in school

Be aware that children and adolescents who have experienced dating violence may show similar physical, behavioral, and emotional warning signs. [See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 45 and **Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking** on page 8.]

Warning Signs of Trafficking

Child trafficking of any sort is prohibited by the Penal Code. Sex trafficking involves forcing a person, including a child, into sexual abuse, assault, indecency, prostitution, or pornography. Labor trafficking involves forcing a person, including a child, to engage in forced labor or services.

Traffickers are often trusted members of a child's community, such as friends, romantic partners, family members, mentors, and coaches. Some traffickers contact victims online.

Possible warning signs of sexual trafficking in children include:

- Changes in school attendance, habits, friend groups, vocabulary, demeanor, and attitude
- Sudden appearance of expensive items (for example, manicures, designer clothes, purses, technology)
- Tattoos or branding
- Refillable gift cards
- Frequent runaway episodes
- Multiple phones or social media accounts
- Provocative pictures posted online or stored on the phone
- Unexplained injuries
- Isolation from family, friends, and community

- Older romantic partners

Additional warning signs of labor trafficking in children include:

- Being unpaid, paid very little, or paid only through tips
- Being employed but not having a school-authorized work permit
- Being employed and having a work permit but clearly working outside the permitted hours for students
- Owing a large debt and being unable to pay it off
- Not being allowed breaks at work or being subjected to excessively long work hours
- Being overly concerned with pleasing an employer and/or deferring personal or educational decisions to a boss
- Not being in control of his or her own money
- Living with an employer or having an employer listed as a student's caregiver
- A desire to quit a job but not being allowed to do so

[See **Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking** on page 8.]

Reporting and Responding to Sexual Abuse, Trafficking, and Other Maltreatment of Children

Anyone who suspects that a child has been or may be abused, trafficked, or neglected has a legal responsibility, under state law, to report the suspected abuse or neglect to law enforcement or to Child Protective Services (CPS).

A child who has experienced sexual abuse or any other type of abuse or neglect should be encouraged to seek out a trusted adult. Children may be more reluctant to disclose sexual abuse than physical abuse and neglect and may only disclose sexual abuse indirectly. As a parent or trusted adult, it is important to be calm and comforting if your child or another child confides in you. Reassure the child that he or she did the right thing by telling you.

If your child is a victim of sexual abuse, trafficking, or other maltreatment, the school counselor or principal will provide information on counseling options for you and your child available in your area. The Texas Department of Family and Protective Services (DFPS) also manages early intervention counseling programs.

To find out what services may be available in your county, see [Texas Department of Family and Protective Services, Programs Available in Your County](http://www.dfps.state.tx.us/Prevention_and_Early_Intervention/Programs_Available_In_Your_County/default.asp) (http://www.dfps.state.tx.us/Prevention_and_Early_Intervention/Programs_Available_In_Your_County/default.asp)

Reports of abuse, trafficking, or neglect may be made to the CPS division of the DFPS at 1-800-252-5400 or on the web at [Texas Abuse Hotline Website](http://www.txabusehotline.org) (www.txabusehotline.org).

Further Resources on Sexual Abuse, Trafficking, and Other Maltreatment of Children

The following websites include resources to help increase awareness of child abuse and neglect, sexual abuse, trafficking, and other maltreatment of children:

- [Child Welfare Information Gateway](https://www.childwelfare.gov/pubPDFs/whatiscan.pdf) (<https://www.childwelfare.gov/pubPDFs/whatiscan.pdf>)
- [KidsHealth, For Parents, Child Abuse](https://kidshealth.org/en/parents/child-abuse.html) (<https://kidshealth.org/en/parents/child-abuse.html>)

- [Office of the Texas Governor's Child Sex Trafficking Team](https://gov.texas.gov/organization/cjd/childsextrafficking) (<https://gov.texas.gov/organization/cjd/childsextrafficking>)
- [Human Trafficking of School-aged Children](https://tea.texas.gov/about-tea/other-services/human-trafficking-of-school-aged-children) (<https://tea.texas.gov/about-tea/other-services/human-trafficking-of-school-aged-children>)
- [Child Sexual Abuse: A Parental Guide from the Texas Association Against Sexual Assault](https://taasa.org/product/child-sexual-abuse-parental-guide/) (<https://taasa.org/product/child-sexual-abuse-parental-guide/>)
- [National Center of Safe Supportive Learning Environments: Human Trafficking in America's Schools](https://safesupportivelearning.ed.gov/human-trafficking-americas-schools) (<https://safesupportivelearning.ed.gov/human-trafficking-americas-schools>)

Class Rank/Highest-Ranking Student (Secondary Grade Levels Only)

Policy EIC(LOCAL) applies. The district shall include in the calculation of class rank, semester grades earned in high school credit courses taken at any grade level. The calculation shall include failing grades. The district shall categorize and weight eligible courses as Honors and Regular in accordance with the provisions of policy EIC(LOCAL) and as designated in appropriate district publications.

[See policy EIC for more information.]

Class Schedules (Secondary Grade Levels Only)

All students are expected to attend school for the entire school day and maintain a full class schedule. Exceptions may be made occasionally by the campus principal for students in grades 9-12 who meet specific criteria and receive parental consent to enroll in less than a full-day schedule.

[See **Schedule Changes** on page 86 for information related to student requests to revise their course schedule.]

Class Size

Decisions regarding the appropriate student to teacher ratios will be made at the local level, taking into consideration the age and grade level of the students, the subject matter of the class, the needs of individual teachers and student groups, and the availability of additional instructional staff members.

BISD will begin each school year in accordance with the staffing guidelines set by the State. If any class size exceeds this ratio during the school year, the Superintendent will report this information to the Board of Trustees. A TEA waiver request will not be filed when a PreK-4 classroom exceeds the statutory ratio and notification to parents will not occur unless the classroom exceeds the statutory ratio for a period of one semester.

College and University Admissions and Financial Aid (All Grade Levels)

For two school years following graduation, a district student who graduates as valedictorian or in the top ten percent of his or her class is eligible for automatic admission into four-year public universities and colleges in Texas if the student:

- Completes the distinguished level of achievement under the foundation graduation program [see **Foundation Graduation Program** on page 59]; or

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- Satisfies the ACT College Readiness Benchmarks or earns at least a 1500 out of 2400 on the SAT.

The student is ultimately responsible for meeting the admission requirements of the university or college, including timely submission of a completed application.

If a college or university adopts an admissions policy that automatically accepts the top 25 percent of a graduating class, the provisions above will also apply to a student ranked in the top 25 percent of his or her class.

The University of Texas at Austin may limit the number of automatically admitted students to 75 percent of the University's enrollment capacity for incoming resident freshmen. From the summer 2023 term through the spring 2025 term, the University will admit the top six percent of a high school's graduating class who meet the above requirements. Additional applicants will be considered by the University through a holistic review process.

As required by law, the district will provide written notice concerning the following:

- Automatic college admission
- Curriculum requirements for financial aid
- Benefits of completing the requirements for automatic admission and financial aid
- The Texas First Early High School Completion Program, which requires a student to provide an official copy of assessment results and transcripts, as applicable, to receive credit for the assessments and credits required for early graduation under the program
- The Texas First Scholarship Program
- The Future Texas Teachers Scholarship Program

Parents and students will be asked to sign an acknowledgment that they received this information.

Students and parents should contact the school counselor for further information about automatic admissions, the application process, and deadlines.

[See **Class Rank/Highest-Ranking Student** on page 37 for information specifically related to how the district calculates a student's rank in class, and requirements for **Graduation** on page 58 for information associated with the foundation graduation program.]

[See **Students in the Conservatorship of the State (Foster Care)** on page 21 for information on assistance in transitioning to higher education for students in foster care.]

College Credit Courses (Secondary Grade Levels Only)

Students in grades 9-12 may earn college credit through the following opportunities:

- Certain courses taught at the high school campus, which may include courses termed dual credit, Advanced Placement (AP), International Baccalaureate (IB), or college preparatory;
- Enrollment in AP or dual credit courses through the Texas Virtual School Network (TXVSN);
- Enrollment in courses taught in conjunction and in partnership with Lamar Institute of Technology, which may be offered on or off campus, and
- Enrollment in courses taught at other colleges or universities

Enrollment in these programs is based on district and/or higher education policies.

Under the Financial Aid for Swift Transfer (FAST) program, a student may be eligible to enroll at no cost to the student in dual credit courses at a participating institution of higher education. The FAST program allows students who are or have been educationally disadvantaged at any time during the four years preceding the student's enrollment in a dual credit course to enroll at no cost to the student. The district will determine eligibility upon the student's enrollment in the dual credit course. See the campus high school counselor for more information.

A student may be eligible for subsidies based on financial need for AP or IB exam fees. See **Fees (All Grade Levels)** on page 56 for more information.

A student may also earn college credit for certain Career and Technical Education (CTE) courses. See **Career and Technical Education (CTE) and Other Work-Based Programs (Secondary Grade Levels Only)** on page 34 for information on CTE and other work-based programs.

All these methods have eligibility requirements and must be approved prior to enrollment in the course. Please see the school counselor for more information. Depending on the student's grade level and the course, a state-mandated end-of-course assessment may be required for graduation.

Not all colleges and universities accept credit earned in all dual credit or AP courses taken in high school for college credit. Students and parents should check with the prospective college or university to determine if a particular course will count toward the student's desired degree plan.

Communications (All Grade Levels)

Parent Contact Information

A parent is legally required to provide in writing the parent's contact information, including address, phone number, and email address.

A parent must provide the contact information to the district upon enrollment and again within two weeks after the beginning of each following school year while the student is enrolled in the district.

If the parent's contact information changes during the school year, the parent must update the information in writing no more than two weeks after the date the information changes.

A parent may update contact information by calling the campus.

Automated Emergency Communications

The district will rely on contact information on file with the district to communicate with parents in an emergency situation, which may include real-time or automated messages. An emergency situation may include early dismissal, delayed opening, or restricted access to the campus due to severe weather, another emergency, or a security threat. It is crucial to notify your child's school when a phone number changes.

[See **Safety** on page 82 for information regarding contact with parents during an emergency situation.]

Automated Nonemergency Communications

Your child's school periodically sends information by automated or pre-recorded messages, text messages, or real-time phone or email communications that are closely related to the school's mission and specific to your child, your child's school, or the district.

Standard messaging rates of your wireless phone carrier may apply.

If you do not wish to receive such communications, please contact your child's principal. [See **Safety** on page 82 for information regarding contact with parents during an emergency.]

Complaints and Concerns (All Grade Levels)

Usually, student or parent complaints or concerns can be addressed informally by a phone call or a conference with the teacher or principal.

For those complaints and concerns that cannot be resolved informally, the board has adopted a Student and Parent Complaints/Grievances policy at FNG(LOCAL). This policy can be viewed in the district's policy manual, available online at <https://pol.tasb.org/PolicyOnline?key=725>. The complaint forms can be accessed at the superintendent's office by calling 409-617-5001 or by email to Marcia Codrington-Williams at mcodrion@bmtisd.com.

To file a formal complaint a parent or student should complete and submit the complaint form. In general, the written complaint form should be completed and submitted to the campus principal in a timely manner.

If the concern is not resolved, a parent or student may request a conference with the superintendent.

If the concern is still unresolved, the district provides a process for parents and students to appeal to the board of trustees.

Conduct (All Grade Levels)

Applicability of School Rules

The board has adopted a Student Code of Conduct that defines standards of acceptable behavior — on and off campus, during remote and in-person instruction, and on district vehicles — and outlines consequences for violation of these standards. The district has disciplinary authority over a student in accordance with the Student Code of Conduct. Students and parents should be familiar with the standards set out in the Student Code of Conduct, as well as campus and classroom rules.

During summer instruction, the Student Handbook and Student Code of Conduct in place for the school year immediately preceding the summer period shall apply, unless the district amends either or both documents for the purposes of summer instruction.

Campus Behavior Coordinator

Each campus has a campus behavior coordinator to apply discipline management techniques and administer consequences for certain student misconduct, as well as provide a point of contact for student misconduct. The contact information for each campus behavior coordinator is listed below.

School	Coordinator	
Amelia	Betty Liedy	bmyers@bmtisd.com
Bingman	Sheryl Costello	scostel@bmtisd.com
Blanchette	Shenquail Bradford	sbradfo@bmtisd.com
Caldwood	Belinda Taylor	btaylo1@bmtisd.com
Charlton Pollard	Stephanie Ling	sling@bmtisd.com
Curtis	Kathryn Smoak	smoak@bmtisd.com

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Dishman	LaWanda Coleman	lcolema@bmtisd.com
Fehl-Price	Clarissa Wilson	clarissa.wilson@thirdfuture.org
Fletcher	Yolanda Valrie	ygatlin@bmtisd.com
Guess	Jada Easley	jsavea2@bmtisd.com
Homer	Felecia Cooper	fhowell@bmtisd.com
Martin	Angela Derry	aderry@bmtisd.com
Jones-Clark	Desmond Bridges	desmond.bridges@thirdfuture.org
Pietzsch Elem.	Deloris Gatica	dgatica@bmtisd.com
Pietzsch Middle	Daniel Taylor	dtaylor@bmtisd.com
Regina	Barbara Levy	blevy@bmtisd.com
King	Darrell Hooker	darrell.hooker@greendot.org
Marshall	Ronitha Pickens	rpicken@bmtisd.com
Odom	Shundria Jackson	sjacks3@bmtisd.com
Smith	Pamela Kemajou	pamela.kemajou@thirdfuture.com
Beaumont United	Delana Bennett	dbennet@bmtisd.com
Pathways	Velvet Malbrough	vknocku@bmtisd.com
Paul Brown	Calvin Rice	crice@bmtisd.com
Taylor CC	Lori Threats	lrochel@bmtisd.com
Minnie Rogers	Rachel Guidry	rguidry@bmtisd.com

Deliveries

Except in emergencies, delivery of messages or packages to students will not be allowed during instructional time. A parent may leave a message or a package, such as a forgotten lunch, for the student to pick up from the front office during a passing period or lunch.

Disruption of School Operations

Disruption of school operations is not tolerated and may constitute a misdemeanor offense. As identified by state law, disruptions include the following:

- Interference with the movement of people at an exit, entrance, or hallway of a district building without authorization from an administrator.
- Interference with an authorized activity by seizing control of all or part of a building.
- Use of force, violence, or threats in an attempt to prevent participation in an authorized assembly.
- Use of force, violence, or threats to cause disruption during an assembly.
- Interference with the movement of people at an exit or an entrance to district property.
- Use of force, violence, or threats in an attempt to prevent people from entering or leaving district property without authorization from an administrator.

Disruption of classes or other school activities while on or within 500 feet of district property includes:

- Making loud noises
- Trying to entice a student away from, or to prevent a student from attending, a required class or activity

- Entering a classroom without authorization and disrupting the activity with loud or profane language or any misconduct

Interference with the transportation of students in vehicles owned or operated by the district is also considered a disruption.

Social Events

School rules apply to all school social events. Guests attending these events are expected to observe the same rules as students, and a student inviting a guest will share responsibility for the conduct of his or her guest.

A student attending a social event will be asked to sign out when leaving before the end of the event and will not be readmitted.

A parent interested in serving as a chaperone for any school social events should contact the campus principal.

Counseling

The district has a comprehensive school counseling program that includes:

- A guidance curriculum to help students develop their full educational potential, including the student's interests and career objectives
- A responsive services component to intervene on behalf of any student whose immediate personal concerns or problems put the student's continued educational, career, personal, or social development at risk
- An individual planning system to guide a student as the student plans, monitors, and manages the student's own educational, career, personal, and social development
- Systems to support the efforts of teachers, staff, parents, and other members of the community in promoting the educational, career, personal, and social development of students

The district will make a preview of the program, including all materials and curriculum, available to parents to review during school hours.

Academic Counseling

Elementary and Middle/Junior High School Grade Levels

The school counselor will provide information to students and parents about college and university admissions and the importance of planning for postsecondary education, including appropriate coursework and financial aid availability and requirements.

In either grade 7 or 8, each student will receive instruction on how best to prepare for high school, college, and a career.

High School Grade Levels

High school students and their parents are encouraged to talk with a school counselor, teacher, or principal to learn more about course offerings, graduation requirements, and early graduation procedures.

Each year, high school students will be provided information on anticipated course offerings for the next school year, how to make the most of academic and career and technical education (CTE) opportunities, and the importance of postsecondary education.

The school counselor will also provide information each year a student is enrolled in high school regarding:

- The importance of postsecondary education
- The advantages of earning an endorsement and completing the foundation program with the distinguished level of achievement
- The disadvantages of pursuing a high school equivalency exam (GED) as opposed to earning a high school diploma
- Financial aid eligibility and how to apply for financial aid
- Automatic admission to state-funded Texas colleges and universities
- Eligibility requirements for the TEXAS Grant
- Availability of district programs that allow students to earn college credit
- Availability of tuition and fee assistance for postsecondary education for students in foster care
- Availability of college credit awarded by institutions of higher education to veterans and military service members for military experience, education, and training

Additionally, the school counselor can provide information about workforce opportunities after graduation or technical and trade school opportunities, including opportunities to earn industry-recognized certificates and licenses.

[See **Scholarships and Grants** on page 63 for more information.]

Personal Counseling (All Grade Levels)

The school counselor is available to assist students with a wide range of personal, social, and family concerns, including emotional or mental health issues and substance abuse. A student who wishes to meet with the school counselor should contact the campus school counselor. As a parent, if you are concerned about your child's mental or emotional health, please speak with the school counselor for a list of resources that may be of assistance.

If your child has experienced trauma, contact the school counselor for more information.

[See **Mental Health Support** on page 68, and **Child Sexual Abuse, Trafficking, and Other Maltreatment of Children** on page 34 and **Dating Violence** on page 45.]

Course Credit (Secondary Grade Levels Only)

A student at any grade level enrolled in a high school course will earn credit for the course only if the final grade is 70 or above. For a two-part (two-semester, 1-credit course), the student's grades from both halves (semesters) will be averaged and credit will be awarded if the combined average is 70 or above. If the student's combined average is less than 70, the student will be awarded credit only for the half (semester) with the passing grade.

Credit by Examination — If a Student Has Taken the Course/Subject (Grades 6-12)

A student who has previously taken a course or subject but did not receive credit or a final grade for it may, in circumstances determined by the principal or attendance committee, be permitted to earn credit or a final grade by passing an examination approved by the district's board of trustees on the essential knowledge and skills defined for that course or subject.

Examples of prior instruction include incomplete coursework due to a failed course or excessive absences, homeschooling, or coursework by a student transferring from a nonaccredited school. The opportunity to earn credit by examination after the student has had prior instruction is sometimes referred to as “credit recovery.”

The attendance review committee may also offer a student with excessive absences an opportunity to earn credit for a course by passing an examination.

If a student is granted approval to take an examination for credit, the student must score at least 70 on the examination to receive credit for the course or subject.

[See the school counselor and policy EHDB(LOCAL) for more information.]

Credit by Examination for Advancement/Acceleration — If a Student Has Not Taken the Course/Subject

A student will be permitted to earn credit by examination for an academic course or subject area for which the student had no prior instruction for advancement or to accelerate to the next grade level.

The examinations offered by the district are approved by the district’s board of trustees. Testing windows for these examinations will be published in district publications and on the district’s website. A student may take a specific examination only once per testing window.

The only exceptions to the published testing windows will be for examinations administered by another entity or to accommodate a student experiencing homelessness or a student involved in the foster care system.

When another entity administers an examination, the student and the district must comply with the testing schedule of the other entity.

If a student plans to take an examination, the student or parent must register with the school counselor no later than 30 days prior to the scheduled testing date. [See policy EHDC for more information.]

Acceleration

Students in Grades 1-5

A student in elementary school is eligible to accelerate to the next grade level if:

- The student scores at least an 80 on each examination in the subject areas of language arts, mathematics, science, and social studies;
- A district administrator recommends that the student be accelerated; and
- The student’s parent gives written approval of the grade advancement.

Students in Grades 6-12

A student in grade 6 or above is eligible to earn course credit with:

- A passing score of at least 80 on an examination approved by the board; or
- A scaled score of 50 or higher on an examination administered through the College Level Examination Program (CLEP); or
- A score of 3 or higher on an AP examination, as applicable.

A student may take an examination to earn high school course credit no more than twice. If a student fails to achieve the designated score on the applicable exam before the beginning of the school year in which the student would need to enroll in the course according to the school's high school course sequence, the student must complete the course.

Dating Violence, Discrimination, Harassment, and Retaliation (All Grade Levels)

Students learn best, and their welfare is best served, in a school environment that is free from dating violence, discrimination, harassment, and retaliation.

Students are expected to treat peers and district employees with courtesy and respect, avoid offensive behaviors, and stop those behaviors as directed. District employees are likewise expected to treat students with courtesy and respect.

The board has established policies and procedures to prohibit and promptly address inappropriate and offensive behaviors that are based on a person's race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. A copy of the district's policy is available in the principal's office and in the superintendent's office. [See policy FFH for more information.]

Dating Violence

Dating violence will not be tolerated at school. To report dating violence, see **Reporting Procedures**, on page 47.

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 the other person in the relationship or any of the person's past or subsequent partners. This type of conduct is considered harassment if it is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; or substantially interferes with the student's academic performance.

Examples of dating violence against a student may include, but are not limited to:

- Physical or sexual assaults
- Name-calling
- Put-downs
- Threats to hurt the student, the student's family members, or members of the student's household
- Destroying property belonging to the student
- Threats to commit suicide or homicide if the student ends the relationship
- Threats to harm a student's past or current dating partner
- Attempts to isolate the student from friends and family
- Stalking
- Encouraging others to engage in these behaviors

In accordance with law, when the district receives a report of dating violence, a district official will immediately notify the parent of the alleged victim and alleged perpetrator.

The counselor's office has information about the dangers of dating violence and resources for seeking help.

For more information on dating violence, see:

- Texas Attorney General's office [recognizing and responding to dating violence flier](https://www.texasattorneygeneral.gov/sites/default/files/files/child-support/papa/session%2010/recognizing-relationship-violence-en.pdf) (<https://www.texasattorneygeneral.gov/sites/default/files/files/child-support/papa/session%2010/recognizing-relationship-violence-en.pdf>)
- The CDC's [Preventing Teen Dating Violence](https://www.cdc.gov/violenceprevention/intimatepartnerviolence/teendatingviolence/fastfact.html) (<https://www.cdc.gov/violenceprevention/intimatepartnerviolence/teendatingviolence/fastfact.html>)

[See **Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking** on page 8.]

Discrimination

Discrimination is defined as any conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law that negatively affects the student.

Harassment

Harassment, in general terms, is conduct so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; or substantially interferes with the student's academic performance.

Examples of harassment may include, but are not limited to:

- Offensive or derogatory language directed at a person's religious beliefs or practices, accent, skin color, or need for accommodation
- Threatening, intimidating, or humiliating conduct
- Offensive jokes, name-calling, slurs, or rumors
- Physical aggression or assault
- Graffiti or printed material promoting racial, ethnic, or other negative stereotypes
- Other kinds of aggressive conduct such as theft or damage to property

Sexual Harassment and Gender-Based Harassment

Sexual harassment and gender-based harassment of a student by an employee, volunteer, or another student are prohibited.

Examples of sexual harassment may include, but are not limited to:

- Touching private body parts or coercing physical contact that is sexual in nature
- Sexual advances
- Jokes or conversations of a sexual nature
- Other sexually motivated conduct, communications, or contact

Sexual harassment of a student by an employee or volunteer does not include necessary or permissible physical contact that a reasonable person would not construe as sexual in nature,

such as comforting a child with a hug or taking the child's hand. However, romantic, sexual, and other inappropriate social relationships between students and district employees are prohibited, even if consensual.

Gender-based harassment includes physical, verbal, or nonverbal conduct based on a student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity.

Gender-based harassment can occur regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity. Examples of gender-based harassment directed against a student may include, but are not limited to:

- Offensive jokes, name-calling, slurs, or rumors
- Physical aggression or assault
- Threatening or intimidating conduct
- Other kinds of aggressive conduct such as theft or damage to property

Retaliation

Retaliation against a person who makes a good-faith report or participates in an investigation of discrimination, harassment, or dating violence is prohibited. A person who makes a false claim, offers false statements, or refuses to cooperate with a district investigation, however, may be subject to appropriate discipline.

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

Reporting Procedures

Any student who believes that he or she has experienced dating violence, discrimination, harassment, or retaliation should immediately report the problem to a teacher, school counselor, principal, or other district employee. The report may be made by the student's parent. [See policy FFH(LOCAL) and (EXHIBIT) for other appropriate district officials to whom to make a report.]

Upon receiving a report, the district will determine whether the allegations, if proven, constitute prohibited conduct as defined by policy FFH. If not, the district will refer to policy FFI to determine whether the allegations, if proven, constitute bullying, as defined by law and policy FFI. If the alleged prohibited conduct also meets the statutory and policy definitions for bullying, an investigation of bullying will also be conducted. [See **Bullying** on page 31]

The district will promptly notify the parent of any student alleged to have experienced prohibited conduct involving an adult associated with the district. In the event alleged prohibited conduct involves another student, the district will notify the parent of the student alleged to have experienced the prohibited conduct when the allegations, if proven, would constitute a violation as defined by policy FFH.

Investigation of Report

Allegations of prohibited conduct, which includes dating violence, discrimination, harassment, and retaliation, will be promptly investigated.

To the extent possible, the district will respect the privacy of the student. However, limited disclosures may be necessary to conduct a thorough investigation and comply with law.

If a law enforcement or other regulatory agency notifies the district that it is investigating the matter and requests that the district delay its investigation, the district will resume its investigation at the conclusion of the agency's investigation.

During an investigation and when appropriate, the district will take interim action to address the alleged prohibited conduct.

If the district's investigation indicates that prohibited conduct occurred, appropriate disciplinary action and, in some cases, corrective action will be taken to address the conduct. The district may take disciplinary and corrective action even if the conduct was not unlawful.

All involved parties will be notified of the outcome of the district investigation within the parameters and limits allowed under the Family Educational Rights and Privacy Act (FERPA).

A student or parent who is dissatisfied with the outcome of the investigation may appeal in accordance with policy FNG(LOCAL).

Discrimination

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 45.]

Distance Learning (All Grade Levels)

Distance learning and correspondence courses include courses that encompass the state-required essential knowledge and skills but are taught through multiple technologies and alternative methodologies such as mail, satellite, internet, video-conferencing, and instructional television.

The distance learning opportunities that the district makes available to district students are described in the BISD Course Offering Book, which can be accessed at:
<https://www.bmtisd.com/Page/7251>

If a student wishes to enroll in a correspondence course or a distance learning course that is not provided through the Texas Virtual School Network (TXVSN), as described below, to earn credit in a course or subject, the student must receive permission from the principal prior to enrolling in the course or subject. If the student does not receive prior approval, the district may not recognize and apply the course or subject toward graduation requirements or subject mastery.

[See **Remote Instruction** on page 81.]

Texas Virtual School Network (TXVSN) (Secondary Grade Levels)

The Texas Virtual School Network (TXVSN) has been established by the state as one method of distance learning. A student has the option, with certain limitations, to enroll in a course offered through the TXVSN to earn course credit for graduation.

Depending on the TXVSN course in which a student enrolls, the course may be subject to the "no pass, no play" rules. [See **Extracurricular Activities, Clubs, and Organizations** on page 54.] In addition, a student who enrolls in a TXVSN course for which an end-of-course (EOC) assessment is required must still take the corresponding EOC assessment.

A parent may ask questions or request that their child be enrolled in a TXVSN course by contacting the school counselor. Unless an exception is made by the campus principal, a

student will not be allowed to enroll in a TXVSN course if the school offers the same or a similar course.

A copy of policy EHDE addressing distance learning will be distributed to parents of middle and high school students at least once each year. If you do not receive a copy or have questions about this policy, please contact your campus principal.

Distribution of Literature, Published Materials, or Other Documents (All Grade Levels)

School Materials

Publications prepared by and for the school may be posted or distributed, with the prior approval of the principal, sponsor, or teacher. Such items may include school posters, newspapers, yearbooks, brochures, flyers, and the like.

All school publications are under the supervision of a teacher, sponsor, and the principal.

Non-school Materials

From Students

Students must obtain prior approval from the campus principal before selling, posting, circulating, or distributing more than ten copies of written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials that were not developed under the oversight of the school. To be considered, any non-school material must include the name of the sponsoring person or organization. Approval will be granted or denied within two school days.

The campus principal will designate the location for approved non-school materials to be placed for voluntary viewing or collection by students. [See policy FNAA for more information.]

A student may appeal a decision in accordance with policy FNG(LOCAL). Any student who sells, posts, circulates, or distributes non-school material without prior approval will be subject to disciplinary action in accordance with the Student Code of Conduct. Materials displayed without approval will be removed.

[See policy FNG(LOCAL) for student complaint procedures.]

From Others

No person or group will sell, circulate, distribute, or post on any district premises written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials that is not sponsored by the district or by a district-affiliated school-support organization, except as permitted by policy GKDA.

To be considered for distribution, any non-school material must meet the limitations on content established in the policy, include the name of the sponsoring person or organization, and be submitted to the superintendent or her designees for prior review and will approve or reject the materials within two school days of the time the materials are received. The requestor may appeal a rejection in accordance with the appropriate district complaint policy. [See policies DGBA or GF for more information.]

The superintendent or her designees will designate the location for approved non-school materials to be placed for voluntary viewing or collection.

Prior review will not be required for:

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- Distribution of materials by an attendee to other attendees of a school-sponsored meeting intended for adults and held after school hours.
- Distribution of materials by an attendee to other attendees of a community group meeting held after school hours in accordance with policy GKD(LOCAL) or a non-curriculum related student group meeting held in accordance with policy FNAB(LOCAL).
- Distribution for electioneering purposes during the time a school facility is being used as a polling place, in accordance with state law.

All non-school materials distributed under these circumstances must be removed from district property immediately following the event at which the materials are distributed.

Dress and Grooming (All Grade Levels)

The district's dress code teaches grooming and hygiene, prevents disruption, and minimizes safety hazards. Students and parents may determine a student's personal dress and grooming standards, provided that they comply with the following:

Elementary School

A uniform dress code has been established for all Elementary students. Students in these grade levels are required to wear uniforms in accordance with district standards.

The uniform for Elementary shall consist of:

- Bottoms
 - Khaki or navy-blue slacks, shorts, skorts, or skirts are acceptable. There should be no designer names visible. Cargo pants are not acceptable. Uniform dresses are acceptable.
 - Tops
 - Polo style shirts in white, red, or blue
 - School T-shirts may be worn on spirit days as a campus-based incentive
- Garments with hoods are not permitted
- Tennis Shoes: No slip-ons; all shoes must have backs

Middle School

A uniform requirement has also been established for students in Middle School.

- Tops-Polo style shirts
 - 6th Grade: White
 - 7th Grade: Grey
 - 8th Grade: Primary school color (King& Marshall –Red; Odom- Royal Blue; Smith – Maroon; Pietzsch – Dark Green; Vincent – Navy Blue)
- School Spirit (school clubs, PTA, athletics) shirts may be worn as designated by campus
- Sweatshirts must be white, grey, or primary school color

Garments with hoods are not permitted

Jackets in the building must be unzipped; can be any color

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- Bottoms

Khaki, navy blue, or black slacks, shorts, skirts, or skorts are acceptable. There should be no designer names visible. Cargo pants are not acceptable. Uniform dresses are acceptable.

Shorts and skirts, or skorts must be to the top of the knee.

- Shoes

No flip-flops, house slippers, or slip-ons

All shoes must have backs

High School

Students shall be dressed and groomed in a manner that is clean and neat, and that shall not present a safety issue to themselves or others. The District prohibits any clothing or grooming that, in the Principal's judgment, may reasonably be expected to jeopardize the health or safety of others, or cause distraction or disruption of normal school operations.

Clothing must adequately cover the body. Students are not to wear clothing that is tight, loose, revealing, sagging, baggy, or short. Examples of **unacceptable clothing** according to these guidelines include, but are not limited to:

- | | | |
|-----------------------------|----------------------------------|---------------------------|
| ➤ Biker shorts | ➤ Backless apparel | ➤ High slashed skirts |
| ➤ Spandex shorts or tights | ➤ Cut or torn garments | ➤ Pajamas |
| ➤ Oversized shirts or pants | ➤ Midriff tops | ➤ Spaghetti-strings |
| ➤ Gym/wind/jogging shorts | ➤ Trench coats and like apparel. | ➤ All garments with hoods |

Shorts, dresses, skirts, skorts, chubbies and like items must be no shorter than 3 inches from the knee both front and back for all students.

Inappropriate messages, logos, and designs on any attire are prohibited. Specifically, the District prohibits pictures, emblems, or writings on clothing that:

- are lewd, vulgar, offensive, or obscene,
- advertises or depicts tobacco products, alcoholic beverages, drugs, or any other substance prohibited under Policy FNCF(LEGAL).

Students are prohibited from wearing clothing that is typically worn for athletic purposes. This includes, but is not limited to jogging shorts, gym or wind shorts, and chubbies.

All Students

Backpacks or large tote bags brought to school must be clear or mesh for all students

No type of cap, hat, bandanna, sweat band, or blankets are allowed in the building. Exceptions would be a hat or cap that is part of a uniform at a school activity or a head covering worn for religious purposes. Official documentation may be requested to determine this circumstance.

If the principal determines that a student's grooming or clothing violates the school's dress code, the student will be given the opportunity to correct the problem at school. If not corrected, the student may be assigned in-school suspension (ISS) for the remainder of the day, until the problem is corrected, or until a parent or designee brings an acceptable change of clothing to the school. Hats, jackets, Hoodies, blankets, and other prohibited items may be brought to the principal's office and returned at the end of the day, or returned to the parent.

Repeated or severe offenses may result in more serious disciplinary action in accordance with the Student Code of Conduct.

If the principal determines that a student's grooming or clothing violates the school's dress code, the student will be given an opportunity to correct the problem at school and return to the classroom. If the problem cannot be corrected at school, the principal will work with the student and parent to obtain an acceptable change of clothing for the student in a way that minimizes loss of instructional time.

Repeated or severe offenses may result in more serious disciplinary action in accordance with the Student Code of Conduct.

Electronic Devices and Technology Resources (All Grade Levels)

Possession and Use of Personal Telecommunications Devices, Including Cell Phones, Smart Watches, earbuds and Other Electronic Devices

The district permits students to possess personal cell phones for safety purposes; however, these **devices must remain turned off during the instructional day**, including during all testing. Limited usage may be approved for instructional purposes. [See Textbooks, Electronic Textbooks, Technological Equipment, and Other Instructional Materials on page 85 for graphing calculator applications on computing devices.]

A student must have approval to possess other personal telecommunications devices on campus such as laptops, tablets, or other portable computers.

Without such permission, teachers will collect the items and turn them in to the principal's office. The principal will determine whether to return items to students at the end of the day or to contact parents to pick up the items.

The use of cell phones or any device capable of capturing images is strictly prohibited in locker rooms or restroom areas while at school or at a school-related or school-sponsored event.

If a student uses a telecommunications device without authorization during the school day, the device will be confiscated. The parent may pick up the confiscated telecommunications device from the principal's office for a fee of \$15.

Confiscated telecommunications devices that are not retrieved by the student or the student's parent will be disposed of after the notice required by law. [See policy FNCE for more information.]

In limited circumstances and in accordance with law, a student's personal telecommunications device may be searched by authorized personnel. [See **Searches** on page 85 and policy FNF for more information.]

Any disciplinary action will be in accordance with the Student Code of Conduct. The district is not responsible for damaged, lost, or stolen telecommunications devices.

[See **Textbooks, Electronic Textbooks, Technological Equipment, and Other Instructional Materials** on page 91 for graphing calculator applications on computing devices.]

Instructional Use of Personal Telecommunications and Other Electronic Devices

Students must obtain prior approval to use personal telecommunications or other personal electronic devices for instructional purposes while on campus. Students must also sign a user agreement that contains applicable rules for use (separate from this handbook).

All personal devices must be turned off during the instructional day. Violations of the user agreement may result in withdrawal of privileges and other disciplinary action.

Acceptable Use of District Technology Resources

District-owned technology resources may be issued to individual students for instructional purposes. Use of the district's network systems and equipment is restricted to approved purposes only. Students and parents will be asked to sign a user agreement (separate from this handbook) regarding use of these district resources. Violations of the user agreement may result in withdrawal of privileges and other disciplinary action.

Unacceptable and Inappropriate Use of Technology Resources

Students are prohibited from possessing, sending, forwarding, posting, accessing, or displaying electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal. This prohibition also applies to conduct off school property, whether on district-owned or personally owned equipment, if it results in a substantial disruption to the educational environment.

Any person taking, disseminating, transferring, possessing, or sharing obscene, sexually oriented, lewd, or otherwise illegal images or other content — commonly referred to as “sexting” — will be disciplined in accordance with the Student Code of Conduct, may be required to complete an educational program related to the dangers of this type of behavior, and, in certain circumstances, may be reported to law enforcement.

This type of behavior may constitute bullying or harassment, as well as impede future endeavors of a student. We encourage parents to review with their child the ["Before You Text" Sexting Prevention Course](https://txssc.txstate.edu/tools/courses/before-you-text/) (<https://txssc.txstate.edu/tools/courses/before-you-text/>), a state-developed program that addresses the consequences of sexting.

In accordance with state law, the district prohibits the installation or use of TikTok or any successor application or service on a district device, along with any other social media application or service determined by the governor.

Any student who engages in conduct that results in a breach of the district's computer security will be disciplined in accordance with the Student Code of Conduct. In some cases, the consequence may be expulsion.

End-of-Course (EOC) Assessments

[See **Graduation** on page 58 and **Standardized Testing** on page 90.]

Emergent Bilingual Students (All Grade Levels)

A student who is an emergent bilingual student is entitled to receive specialized services from the district. A Language Proficiency Assessment Committee (LPAC), consisting of both district personnel and at least one parent representative, will determine whether the student qualifies for services. The student's parent must consent to any services recommended by the LPAC.

However, pending the receipt of parental consent or denial of services, an eligible student will receive the services to which the student is entitled and eligible.

To determine a student's level of proficiency in English, the LPAC will use information from a variety of assessments. If the student qualifies for services, and once a level of proficiency has been established, the LPAC will designate instructional accommodations or additional special programs that the student will require to eventually become proficient at grade level work in English. Ongoing assessments will be conducted to determine a student's continued eligibility for the program.

The LPAC will also determine whether certain accommodations are necessary for any state-mandated assessments. The STAAR Spanish, as mentioned at **Standardized Testing** on page 90, may be administered to an emergent bilingual student up to grade 5. In limited circumstances, a student's LPAC may exempt the student from an otherwise required state-mandated assessment or may waive certain graduation requirements related to the English I end-of-course (EOC) assessment. The Texas English Language Proficiency Assessment System (TELPAS) will also be administered to emergent bilingual students who qualify for services.

If a student is considered an emergent bilingual student and receives special education services because of a qualifying disability, the student's ARD committee will make instructional and assessment decisions in conjunction with the LPAC.

Extracurricular Activities, Clubs, Organizations, and Letterman Jackets (All Grade Levels)

Participation in school-sponsored activities is an excellent way for a student to develop talents, receive individual recognition, and build strong friendships.

Some extracurricular activities may include off-campus events. Students are required to use transportation provided by the district to and from the events. Exceptions may only be made with the approval of the activity's coach or sponsor. [See **Transportation** on page 92.]

Eligibility for many of these activities is governed by state law and the rules of the University Interscholastic League (UIL), a statewide association overseeing inter-district competition. If a student is involved in an academic, athletic, or music activity governed by UIL, the student and parent are expected to know and follow all rules of the UIL organization. Students and parents can access the [UIL Parent Information Manual \(https://www.uiltexas.org/athletics/manuals\)](https://www.uiltexas.org/athletics/manuals) online. A hard copy can be provided by the coach or sponsor of the activity on request.

To report alleged noncompliance with required safety training or an alleged violation of safety rules required by law and the UIL, please contact the curriculum division of TEA at (512) 463-9581 or curriculum@tea.texas.gov.

[See [UIL Texas \(https://www.uiltexas.org/\)](https://www.uiltexas.org/) for additional information on all UIL-governed activities.]

For athletic participation and transfers eligibility, please review the policy at www.bmtisd.com/Page/5641.

Student safety in extracurricular activities is a priority of the district. Parents are entitled to review the district's records regarding the age of each football helmet used by the campus, including when a helmet has been reconditioned.

Generally, a student who receives a grade below 70 at the end of a grading period in any academic class may not participate in extracurricular activities for at least three school weeks.

However, if a student receives a grade below 70 at the end of a grading period in an Advanced Placement (AP) or International Baccalaureate (IB), honors, or dual credit course in English language arts, mathematics, science, social studies, economics, or languages other than English, the student remains eligible for participation in all extracurricular activities.

If a student is enrolled in a state-approved music course that participates in UIL Concert and Sight-reading Evaluation, and the student receives a grade below 70 in any course at the end of a grading period, the student may perform with the ensemble during the UIL evaluation performance, but is ineligible for other extracurricular activities for at least three weeks.

In addition, the following applies to all extracurricular activities:

- A student who receives special education services and who fails to meet the standards in the individualized education program (IEP) may not participate for at least three school weeks.
- An ineligible student may practice or rehearse but may not participate in any competitive activity.
- A student is allowed in a school year up to 20 absences not related to post-district competition, a maximum of 10 absences for post-district competition prior to state, and a maximum of 10 absences for state competition. All extracurricular activities and public performances, whether UIL activities or other activities approved by the board, are subject to these restrictions.
- An absence for participation in an activity that has not been approved will be considered an unexcused absence.

Letterman Jackets

Minimum Standards for– Varsity Lettering

Each varsity athlete will receive one letter jacket award. A student will receive a letterman jacket, from the district, if they are in good standing on the team, in good financial standing with the district, and they are listed on the team roster for a full season.

Good standing on the team: An acceptable and respectful attitude toward the coaches, and the roles and responsibilities of the student within the team.

Good Financial Standing with the district: No outstanding debt including textbooks, Chrome-books, ID's, or other debt, and not listed on the hold list for uniforms or equipment.

2. Minimum Standards for Non-Athletic Clubs and Organizations which have a service or product component to the campus in their constitution, and have been approved by the campus principal.

Students may earn one letter jacket award by meeting the following criteria:

- 2-year, uninterrupted commitment/membership to at least one extra-curricular organization which has a service or product component to the campus in their constitution.
- Be in good standing within the organization as defined in the organization or clubs' constitution.
- Be in good financial standing with the district.

Good standing within the organization: Based on the club or organizations' constitutions' requirements of good standing membership and responsibilities, including community service hours. An acceptable and respectful attitude toward the coach or sponsor, and the roles and responsibilities of the student within the club or organization.

Good Financial Standing with the district: No outstanding debt including textbooks, Chrome books, ID's or any other debt, and not currently on the hold list for uniforms or equipment.

Clubs and organizations will purchase letterman jackets out of the organization's activity account. If there is not adequate funding for all students who meet the criteria, students may be placed on an approved list at Balfour to purchase their own jackets.

NOTE: The coach or sponsor of any sport, organization, or extracurricular club at his/her discretion, may recommend lettering for an athlete or member who has not met the above requirements. There are instances when a student will contribute greatly to the success of the team or organization through personal effort, loyalty, attitude, etc. and should receive a varsity award. This recommendation will be restricted to a student's senior year and must be approved by the principal.

Standards of Behavior

Sponsors of student clubs and performing groups such as the band, choir, and drill and athletic teams may establish standards of behavior — including consequences for misbehavior — that are stricter than those for students in general. If a violation is also a violation of school rules, the consequences specified by the Student Code of Conduct or by board policy will apply in addition to any consequences specified by the organization's standards of behavior.

Offices and Elections

Certain clubs, organizations, and performing groups will hold elections for student officers. Questions concerning these offices and elections should be directed to the campus principal.

Fees (All Grade Levels)

Basic educational program materials are provided at no charge to a student. However, a student is expected to provide his or her own supplies, such as pencils, paper, erasers, and notebooks. A student may also be required to pay certain other costs, fees, or deposits, including:

- Materials for a class project that the student will keep.
- Membership dues in voluntary clubs or student organizations.
- Admission fees to extracurricular activities.
- Security deposits.
- Personal physical education and athletic equipment and apparel.
- Voluntarily purchased pictures, publications, class rings, yearbooks, graduation announcements, and the like.
- Voluntarily purchased student health and accident insurance.
- Musical instrument rental and uniform maintenance when uniforms are provided by the district.

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- Personal apparel used in extracurricular activities that becomes the property of the student.
- Parking fees and student identification cards.
- Fees for lost, damaged, or overdue library books.
- Fees for driver training courses.
- Fees for optional courses offered for credit that require use of facilities not available on district premises.
- Summer school for courses that are offered tuition-free during the regular school year.
- A reasonable fee for providing transportation to a student who lives within two miles of the school. [See **Buses and Other School Vehicles** on page 92.]
- A maximum fee of \$50 for an educational program outside of regular school hours for a student who has lost credit or has not been awarded a final grade because of absences and whose parent chooses the program for the student to meet the 90 percent attendance requirements. The fee will be charged only if the parent or guardian signs a district-provided request form.
- In some cases, a fee for a course taken through the Texas Virtual School Network (TXVSN).

Any required fee or deposit may be waived if the student and parent are unable to pay. Application for such a waiver may be made to the campus principal. [See policy FP for more information.]

Fundraising (All Grade Levels)

Student groups or classes and/or parent groups may be permitted to conduct fundraising drives for approved school purposes in accordance with administrative regulations. [See policies FJ and GE for more information.]

Gang-Free Zones (All Grade Levels)

Certain criminal offenses, including gang-related crimes, will be enhanced to the next-highest category of offense if they are committed in a gang-free zone. Gang-free zones include a school bus and any location in, on, or within 1,000 feet of any district-owned or leased property or campus playground.

Gender-Based Harassment

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 45.]

Grade-Level Classification (Grades 9-12 Only)

After grade 9, students are classified according to the number of credits earned toward graduation.

Credits Earned	Classification
6-11.5	Grade 10 (Sophomore)
12-17.5	Grade 11 (Junior)
18 and above	Grade 12 (Senior)

Grading Guidelines (All Grade Levels)

Approved grading guidelines for each grade level or course will be communicated to students and their parents by the classroom teacher. These guidelines establish:

- The minimum number of assignments, projects, and examinations required for each grading period
- How the student's mastery of concepts and achievement will be communicated (for example, letter grades, numerical averages, checklist of required skills, and the like)
- Circumstances under which a student will be allowed to redo an assignment or retake an examination the student originally failed
- Procedures for a student to follow after an absence

[See **Report Cards/Progress Reports and Conferences** on page 81 for additional information on grading guidelines.]

Graduation (Secondary Grade Levels Only)

Requirements for a Diploma

A student must meet the following requirements to receive a high school diploma from the district:

- Achieve passing scores on certain end-of-course (EOC) assessments or approved substitute assessments, unless specifically waived as permitted by state law
- Complete the required number of credits established by the state and any additional credits required by the district
- Complete any locally required courses in addition to the courses mandated by the state
- Demonstrate proficiency, as determined by the district, in the specific communication skills required by the State Board of Education (SBOE)
- Complete and submit a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA)

Testing Requirements for Graduation

Students are required, with limited exceptions and regardless of graduation program, to perform satisfactorily on the following EOC assessments:

- English I
- English II
- Algebra I
- Biology
- U.S. History

A student who does not achieve a sufficient score will have opportunities to retake an assessment.

State law allows a student to meet EOC requirements by substituting satisfactory performance on approved national standardized assessments or on the state-developed assessment used

for entrance into Texas public universities. [See the school counselor for more information on the state testing requirements for graduation.]

If a student fails to perform satisfactorily on an EOC assessment, the district will provide remediation in the applicable content area. This may require the student's participation outside normal school operating times.

In limited circumstances, a student who fails to demonstrate proficiency on up to two of the required assessments may still be eligible to graduate if an individual graduation committee, formed in accordance with state law, unanimously determines that the student is eligible to graduate.

[See **Standardized Testing** on page 90.]

Foundation Graduation Program

Every Texas public school student will graduate under the foundation graduation program. The foundation graduation program features endorsements, which are paths of interest that include:

- Science, Technology, Engineering, and Mathematics (STEM)
- Business and Industry
- Public Service
- Arts and Humanities
- Multidisciplinary Studies

Endorsements earned by a student will be noted on the student's transcript.

A student can complete the foundation graduation program with a "distinguished level of achievement," which reflects the completion of at least one endorsement and Algebra II as one of the required advanced mathematics credits.

A **Personal Graduation Plan** will be completed for each high school student, as described on page 61.

State law generally prohibits a student from graduating solely under the foundation graduation program without an endorsement. However, after the student's sophomore year, the student and student's parent may request that the student graduate without an endorsement. The district will advise the student and the student's parent of the specific benefits of graduating with an endorsement. The student and the student's parent must then submit written permission to the school counselor for the student to graduate without an endorsement.

A student who wishes to attend a four-year university or college after graduation must carefully consider whether graduation under the foundation program without an endorsement will satisfy the admission requirements of the student's desired college or university.

A student graduating under the foundation graduation program can also earn performance acknowledgments on his or her transcript. Performance acknowledgments are available for outstanding performance in bilingualism and biliteracy, in a dual credit course, on an AP or IB examination, on certain national college preparatory and readiness or college entrance examinations, or for earning a license or certificate recognized at the state, national, or international level. The school counselor can provide more information about these acknowledgments.

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A student is not required to complete an Algebra II course to graduate under the foundation graduation program, and the district will annually notify a student's parent of this fact. However, not taking Algebra II will make a student ineligible for automatic admission to four-year public universities and colleges in Texas and for certain financial aid and grants while attending those institutions.

A school district will permit a student to satisfy the curriculum requirements for graduation under the foundation program with the distinguished level of achievement, including an endorsement, by successfully completing courses in the core curriculum of a public Texas institution of higher education. Please see your counselor for more information.

Credits Required

The foundation graduation program requires completion of the following credits:

Course Area	Number of Credits: Foundation Graduation Program	Number of Credits: Foundation Graduation Program with an Endorsement
English/Language Arts	4	4
Mathematics	3	4
Science	3	4
Social Studies	3	3
Physical Education	1	1
Languages other than English	2	2
Fine Arts	1	1
Electives	5	7
Total	22 credits	26 credits

Additional considerations apply in some course areas, including:

- **Mathematics:** To obtain the distinguished level of achievement under the foundation graduation program, a student must complete an endorsement and take Algebra II as one of the 4 mathematics credits. A student's completion of the distinguished level of achievement is a requirement to be considered for automatic admission to a Texas four-year college or university and will be included on a student's transcript.
- **Physical education:** A student who is unable to participate in physical activity due to a disability or illness may be able to substitute a course in English language arts, mathematics, science, social studies, or another locally determined credit-bearing course for the required credit of physical education. This determination will be made by the student's ARD committee, Section 504 committee, or other campus committee, as applicable.

- **Languages other than English:** Students are required to earn 2 credits in the same language other than English to graduate. Any student may substitute computer programming languages for these credits.
 - A student may satisfy one of the 2 required credits by successfully completing in elementary school a dual language immersion program or a course in American Sign Language.
 - In limited circumstances, a student may be able to substitute this requirement with other courses, as determined by a district committee authorized by law to make these decisions for the student.

Available Endorsements

A student must specify upon entering grade 9 which endorsement he or she wishes to pursue.

Financial Aid Application Requirement

Before graduating from high school, each student must complete and submit an application for financial aid for post-secondary education. Students must complete and submit either a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA).

Contact the CCMRC campus coordinator for additional information on these applications.

A student is not required to complete and submit a FAFSA or TASFA if:

- The student's parent submits a form provided by the district indicating that the parent authorizes the student to opt out;
- A student who is 18 years of age or older or a legally independent minor submits a form provided by the district indicating that the student opts out; or
- A school counselor authorizes the student to opt out for good cause.

Please contact the school counselor for more information.

To confirm that a student has completed and submitted a TASFA, the student must submit one of the following:

- A screenshot that includes the processed date field of the FAFSA ApplyTexas Counselor Suite
- Notification, such as a copy of an email, from the United States Department of Education verifying completion of the FAFSA
- A copy or screenshot of the FAFSA acknowledgment page
- A screenshot of the TASFA submission acknowledgment page (from those institutions that offer an electronic form)
- An acknowledgment receipt from an institution of higher education (IHE)
- A copy of a financial aid award letter from an IHE

Personal Graduation Plans

A personal graduation plan will be developed for each high school student.

The district encourages all students to pursue a personal graduation plan that includes the completion of at least one endorsement and to graduate with the distinguished level of

achievement. Attainment of the distinguished level of achievement is a requirement for a student to be considered for automatic admission to a public four-year college or university in Texas, depending on his or her rank in class.

The school will review personal graduation plan options with each student entering grade 9 and his or her parent. Before the end of grade 9, a student and his or her parent will be required to sign off on a personal graduation plan that promotes college and workforce readiness, promotes career placement and advancement, and facilitates the transition from secondary to postsecondary education.

The student's personal graduation plan will outline an appropriate course sequence based on the student's choice of endorsement.

Please review [TEA's Graduation Toolkit](https://tea.texas.gov/about-tea/news-and-multimedia/brochures/tea-brochures) (<https://tea.texas.gov/about-tea/news-and-multimedia/brochures/tea-brochures>).

A student may, with parental permission, amend his or her personal graduation plan after the initial confirmation.

Available Course Options for All Graduation Programs

Each spring, the district will update students on the courses required or offered in each curriculum area so students can enroll for the upcoming school year.

Note: The district may require the completion of certain courses for graduation even if these courses are not required by the state for graduation.

Not all courses are offered at every secondary campus in the district. A student who wants to take a course not offered at his or her regular campus should contact the school counselor about a transfer or other alternatives. If the parents of at least 22 students request a transfer for a course in the required curriculum other than fine arts or career and technical education (CTE), the district will offer the course the following year either by teleconference or at the school from which the transfers were requested.

Certificates of Coursework Completion

A certificate of coursework completion will not be issued to a student who has successfully completed state and local credit requirements for graduation but has not yet demonstrated satisfactory performance on the state-mandated tests required for graduation.

Students with Disabilities

Admission, review, and dismissal (ARD) committees will make instructional and assessment decisions for students with disabilities who receive special education services in accordance with state law.

Upon the recommendation of the ARD committee, a student with a disability who receives special education services may be permitted to graduate under the provisions of his or her individualized education program (IEP) and in accordance with state rules.

A student who receives special education services may earn an endorsement under the foundation program. If the student's curriculum requirements for the endorsement were modified, the student's ARD committee will determine whether the modified curriculum is sufficiently rigorous to earn the endorsement. The ARD committee must also determine whether the student must perform satisfactorily on any end-of-course assessment to earn an endorsement.

A student who receives special education services and has completed four years of high school but has not met the requirements of his or her IEP may participate in graduation ceremonies and receive a certificate of attendance. The student may then remain enrolled to complete the IEP and earn his or her high school diploma but will only be allowed to participate in one graduation ceremony.

[See policy FMH(LEGAL) for more information.]

Graduation Activities

Graduation activities may include: graduation, prom, and other like activities. Students who have outstanding debt, or failure to turn in uniforms and or other equipment, may not be eligible for some graduation activities.

Students who are eligible to graduate but are assigned to a disciplinary alternative education program, or suspended during the last 9 weeks of the school year, may not be allowed to participate in the graduation ceremony and related graduation activities.

The following students and student groups shall be recognized at graduation ceremonies:

Honor Graduates, Cum Laude Graduates, Magna Cum Laude Graduates, and Summa Cum Laude Graduates.

Graduation Speakers

Certain graduating students will be given an opportunity to speak at graduation ceremonies.

A student must meet local eligibility criteria, which may include requirements related to student conduct, to have a speaking role. Students eligible for speaking roles will be notified by the principal and given an opportunity to volunteer.

[See the Student Code of Conduct and policy FNA(LOCAL) for more information.]

[See **Student Speakers** on page 91 for student speakers at other school events.]

Graduation Expenses

Because students and parents will incur expenses to participate in the traditions of graduation — such as the purchase of invitations, senior ring, cap and gown, and senior picture — both the student and parent should monitor progress toward completion of all requirements for graduation. The expenses often are incurred in the junior year or first semester of the senior year. [See **Fees** on page 56.]

Scholarships and Grants

Students who have a financial need according to federal criteria and who complete the foundation graduation program may be eligible under the TEXAS Grant Program, Teach for Texas Grant Program, and Future Texas Teachers Scholarship Program for scholarships and grants toward tuition and fees to Texas public universities, community colleges, and technical schools, as well as to private institutions. Certain students who graduate early may also be eligible for the Texas First Scholarship Program.

See **College and University Admissions and Financial Aid (All Grade Levels)** on page 37 for more information.

Contact the school counselor for information about other scholarships and grants available to students.

Harassment

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 45.]

Hazing (All Grade Levels)

Hazing is defined 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:

- Any type of physical brutality
- 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
- An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code
- 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

The district will not tolerate hazing. Disciplinary consequences for hazing will be in accordance with the Student Code of Conduct. It is a criminal offense if a person engages in hazing; solicits, encourages, directs, aids, or attempts to aid another in hazing; or has firsthand knowledge of an incident of hazing being planned or having occurred and fails to report this to the principal, superintendent, or law enforcement official.

[See **Bullying** on page 31 and policies FFI and FNCC for more information.]

Health — Physical and Mental

Illness (All Grade Levels)

When your child is ill, please contact the school to let us know he or she will not be attending that day.

State rules require schools to exclude students with certain illnesses from school for certain periods of time. For example, if a child has a fever over 100 degrees, he or she must stay out of school until fever-free for 24 hours without use of fever-reducing medications. Students with diarrheal illnesses must stay home until they are diarrhea-free without use of diarrhea-suppressing medications for 24 hours.

A full list of conditions for which the school must exclude children can be obtained from the school nurse.

If a student becomes ill during the school day and the school nurse determines that the child should go home, the nurse will contact the parent.

The district is required to report certain contagious (communicable) diseases or illnesses to the Department of State Health Services (DSHS) or our local/regional health authority. The school nurse can provide information from DSHS on these notifiable conditions.

The school nurse is available to answer any questions for parents who are concerned about whether or not their child should stay home.

Immunization (All Grade Levels)

A student must be fully immunized against certain diseases or must present a certificate or statement that, for medical reasons or reasons of conscience, including a religious belief, the student will not be immunized.

For exemptions based on reasons of conscience, only official forms issued by the Texas Department of State Health Services (DSHS), Immunization Branch, can be honored by the district. You may access the [DSHS exemption form \(https://www.dshs.texas.gov/immunization-unit/texas-school-child-care-facility-immunization/texas-immunization-exemptions\)](https://www.dshs.texas.gov/immunization-unit/texas-school-child-care-facility-immunization/texas-immunization-exemptions) online or by writing to this address:

Texas Department of State Health Services
Immunization Section, Mail Code 1946
P.O. Box 149347
Austin, Texas 78714-9347

The form must be notarized and submitted to the principal or school nurse within 90 days of notarization. If the parent is seeking an exemption for more than one student in the family, a separate form must be provided for each student.

The immunizations required are:

- Diphtheria, tetanus, and pertussis
- Polio
- Measles, mumps, and rubella
- Hepatitis B
- Varicella (chicken pox)
- Meningococcal
- Hepatitis A

The school nurse can provide information on immunization requirements. Proof of immunization may be established by personal records from a licensed physician or public health clinic with a signature or rubber-stamp validation.

If a student should not be immunized for medical reasons, the student or parent must present a certificate signed by a U.S. registered and licensed physician stating that, in the doctor's opinion, the immunization required is medically contraindicated or poses a significant risk to the health and well-being of the student or a member of the student's family or household. This certificate must be renewed yearly unless the physician specifies a lifelong condition.

For information on immunization against bacterial meningitis and college enrollment and attendance, see **Bacterial Meningitis** on page 70 .

[See the DSHS's [Texas School & Child Care Facility Immunization Requirements \(https://www.dshs.texas.gov/immunization-unit/texas-school-child-care-facility-immunization\)](https://www.dshs.texas.gov/immunization-unit/texas-school-child-care-facility-immunization) and policy FFAB(LEGAL) for more information.]

Lice (All Grade Levels)

Head lice is very common among children. Although not an illness or a disease, head lice spread through head-to-head contact during play, sports, nap time, and when children share things like brushes, combs, hats, and headphones.

The district does not require or recommend that students be removed from school because of lice or nits.

If careful observation indicates that a student has head lice, the school nurse will contact the student's parent to discuss a treatment plan using an FDA-approved medicated shampoo or cream rinse that may be purchased from any drug or grocery store. After the student undergoes one treatment, the parent should contact the school nurse to discuss the treatment used. The nurse can also offer additional recommendations, including subsequent treatments, how best to get rid of lice, and how to prevent lice from returning.

The district will provide notice to parents of elementary school students in an affected classroom without identifying the student with lice.

More information on head lice can be obtained from the DSHS website [Managing Head Lice in School Settings and at Home](https://www.dshs.texas.gov/texas-school-health/skilled-procedures-texas-school-health/managing-head-lice-school) (<https://www.dshs.texas.gov/texas-school-health/skilled-procedures-texas-school-health/managing-head-lice-school>) and from the Centers for Disease Control and Prevention's website [Head Lice Information for Parents](https://www.cdc.gov/parasites/lice/head/parents.html) (<https://www.cdc.gov/parasites/lice/head/parents.html>).

[See policy FFAA for more information.]

Medicine at School (All Grade Levels)

If a student must take medication during school hours, the student's parent must provide the medication. All medication, whether prescription or nonprescription, must be kept in the nurse's office and be administered by the nurse or another authorized district employee. A student may be authorized to possess his or her own medication because of asthma or a severe allergy as described below or as otherwise allowed by law.

The district will not purchase nonprescription medication to give to a student.

In accordance with policy FFAC, authorized employees may administer:

- Prescription medication in the original, properly labeled container, provided by the parent along with a written request.
- Prescription medication from a properly labeled unit dosage container filled by a registered nurse or another qualified district employee from the original, properly labeled container provided by the parent along with a written request.
- Nonprescription medication in the original, properly labeled container, provided by the parent along with a written request. **Note:** Insect repellent is considered a nonprescription medication.
- Herbal or dietary supplements provided by the parent only if required by the student's individualized education program (IEP) or Section 504 plan for a student with disabilities.

An elementary or secondary student may possess and self-apply sunscreen to avoid overexposure to the sun. An elementary student's teacher or other district personnel will apply sunscreen to the student's exposed skin if the student brings the sunscreen to school and asks

for help applying it. If a secondary student needs assistance with sunscreen application, please address the need with the school nurse.

Whether a student is at the elementary or secondary level, if sunscreen needs to be administered to treat any type of medical condition, this should be handled through communication with the school nurse so that the district is made aware of any safety and medical issues.

Asthma and Severe Allergic Reactions

A student with asthma or severe allergic reaction (anaphylaxis) may possess and use prescribed asthma or anaphylaxis medication at school or school-related events only if he or she has written authorization from his or her parent and a physician or other licensed health-care provider. The student must also demonstrate to his or her health-care provider and the school nurse the ability to use the prescribed medication, including any device required to administer the medication.

If the student has been prescribed asthma or anaphylaxis medication for use during the school day, the student and parents should discuss this with the school nurse or principal.

See also **Food Allergies** on page 71.

Unassigned Epinephrine Auto-injectors

In accordance with Chapter 38, Subchapter E of the Education Code, the board has adopted a policy to allow authorized [*school personnel and/or school volunteers*] who have been adequately trained to administer an unassigned epinephrine auto-injector to a person who is reasonably believed to be experiencing a severe allergic reaction (anaphylaxis).

An “unassigned epinephrine auto-injector” is an epinephrine auto-injector prescribed by an authorized health-care provider in the name of the school issued with a non-patient-specific standing delegation order for the administration of an epinephrine auto-injector.

Epinephrine auto-injectors include brand-name devices such as EpiPens®.

Authorized and trained individuals may administer an epinephrine auto-injector at any time to a person experiencing anaphylaxis on a school campus.

The district will ensure that at each campus a sufficient number of [*school personnel and/or school volunteers*] are trained to administer epinephrine so that at least one trained individual is present on campus during regular school hours and whenever school personnel are physically on site for school-sponsored activities.

Authorized and trained individuals may administer an unassigned epinephrine auto-injector to a person experiencing anaphylaxis [*at an off-campus school event or while in transit to or from a school event*] when an unassigned epinephrine auto-injector is available.

For additional information, see FFAC(LOCAL).

Unassigned Medication for Respiratory Distress

In accordance with Chapter 38, Subchapter E of the Education Code, the board has adopted a policy to allow authorized and trained [*school personnel and/or school volunteers*] to administer a medication for respiratory distress on a school campus or at a school-related activity to a person reasonably believed to be experiencing symptoms of respiratory distress. .

The district will provide at each campus [*school personnel and/or school volunteers*] who are trained to administer prescription medication for respiratory distress during regular school hours.

“Unassigned medication for respiratory distress” means albuterol, levalbuterol, or another medication designated by the executive commission of the Health and Human Services Commission for treatment of respiratory distress, prescribed by an authorized health-care provider in the name of the district with a non-patient-specific standing delegation order for the administration of a medication for respiratory distress, and issued by an authorized health-care provider.

For additional information, see FFAC(LOCAL).

Unassigned Opioid Antagonists

In accordance with Chapter 38, Subchapter E of the Education Code, the board has adopted a policy to allow authorized and trained school personnel at each campus to administer an opioid antagonist, such as Narcan or Naloxone, to an individual who is reasonably believed to be experiencing an opioid-related drug overdose.

One or more authorized and trained individuals will be present on each campus subject to this policy during regular school hours.

Steroids (Secondary Grade Levels Only)

State law prohibits students from possessing, dispensing, delivering, or administering an anabolic steroid. Anabolic steroids are for physician-prescribed medical use only.

Body building, muscle enhancement, or the increase of muscle bulk or strength through the use of an anabolic steroid or human growth hormone by a healthy student is not a valid medical use and is a criminal offense.

Mental Health Support (All Grade Levels)

The district has implemented programs to address the following mental health, behavioral health, and substance abuse concerns:

- Mental health promotion and early intervention
- Building skills to manage emotions, establish and maintain positive relationships, and engage in responsible decision-making
- Substance abuse prevention and intervention
- Suicide prevention, intervention, and postvention (interventions after a suicide in a community)
- Grief, trauma, and trauma-informed care
- Positive behavior interventions and supports
- Positive youth development
- Safe, supportive, and positive school climates

For more information about these programs please contact the District At-Risk Coordinator Tara Chavis at tchavis@bmtisd.com or by phone at 409-617-

If a student has been hospitalized or placed in residential treatment for a mental health condition or substance abuse, the district has procedures to support the student's return to school. Please contact the district's mental health liaison for further information.

Teachers and other district employees may discuss a student's academic progress or behavior with the student's parents or another employee as appropriate; however, they are not permitted to recommend use of psychotropic drugs. A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication that is intended to alter perception, emotion, mood, or behavior.

A district employee who is a registered nurse, an advanced nurse practitioner, a physician, or a certified or credentialed mental health professional can recommend that a student be evaluated by an appropriate medical practitioner, if appropriate. [See policy FFEB for more information.]

For related information, see:

- **Consent to Conduct a Psychological Evaluation** on page 6 and **Consent to Provide a Mental Health Care Service** on page 9 for the district's procedures for recommending a mental health intervention and the mental health liaison's contact information;
- **Counseling** on page 42 for the district's comprehensive school counseling program;
- **Physical and Mental Health Resources** on page 71 for campus and community mental and physical health resources; and
- **Policies and Procedures that Promote Student Physical and Mental Health** on page 72 for board-adopted policies and administrative procedures that promote student health.

Physical Activity Requirements

Elementary School

The district will ensure that students in full-day prekindergarten-grade 5 engage in moderate or vigorous physical activity for at least 30 minutes per day or 135 minutes per week, in accordance with policies at EHAB, EHAC, EHBG, and FFA.

For additional information on the district's elementary school student physical activity programs and requirements, please see the principal.

Junior High/Middle School

The district will ensure that students in middle or junior high school will engage in at least 225 minutes of moderate or vigorous physical activity within each two-week period for at least four semesters, in accordance with policies at EHAB, EHAC, EHBG, and FFA.

For additional information on the district's junior high and middle school student physical activity programs and requirements, please see the principal.

Temporary Restriction from Participation in Physical Education

Students who are temporarily restricted from participation in physical education will not actively participate in skill demonstration but will remain in class to learn the concepts of the lessons.

Physical Fitness Assessment (Grades 3-12)

Annually, the district will conduct a physical fitness assessment of students in grades 3-12 who are enrolled in a physical education course or a course for which physical education credit is awarded. At the end of the school year, a parent may submit a written request to obtain the

results of his or her child's physical fitness assessment conducted during the school year by contacting the campus principal.

Physical Health Screenings/Examinations

Athletics Participation (Secondary Grade Levels Only)

For certain extracurricular activities, a student must submit certification from an authorized health-care provider. The certification must state that the student has been examined and is physically able to participate in the relevant program, including:

- A district athletics program
- District marching band
- Any district extracurricular program identified by the superintendent

This examination is required to be submitted annually to the district.

Students should be aware of the rare possibility of sudden cardiac arrest, which in athletes is usually caused by a previously unsuspected heart disease or disorder. A student may request an electrocardiogram (ECG or EKG) to screen for such disorders, in addition to his or her required physical examination.

See the UIL's explanation of [sudden cardiac arrest](https://www.uiltexas.org/health/info/sudden-cardiac-death) (<https://www.uiltexas.org/health/info/sudden-cardiac-death>) for more information.

Spinal Screening Program

School-based spinal screening helps identify adolescents with abnormal spinal curvature at an early stage when the curve is mild and may go unnoticed. Early detection is key to controlling spinal deformities. Spinal screening is non-invasive and conducted in accordance with the most recent nationally accepted and peer-reviewed standards.

All students who meet the Texas Department of State Health Services criteria will be screened for abnormal spinal curvature before the end of the school year. As appropriate, students will be referred for follow-up with their physician.

For information on spinal screening by an outside professional or exemption from spinal screening based on religious beliefs, contact the superintendent or see policy FFAA(LEGAL).

Other Examinations and Screenings (All Grade Levels)

See policy FFAA for more information.

Special Health Concerns (All Grade Levels)

Bacterial Meningitis (All Grade Levels)

Please see the district's website at www.bmtisd.com for information regarding meningitis.

Note: Entering college students must show, with limited exception, evidence of receiving a bacterial meningitis vaccination within the five-year period prior to enrolling in and taking courses at an institution of higher education. Please see the school nurse for more information, as this may affect a student who wishes to enroll in a dual credit course taken off campus.

[See **Immunization** on page 65.]

Diabetes

In accordance with a student's individual health plan for management of diabetes, a student with diabetes will be permitted to possess and use monitoring and treatment supplies and equipment while at school or at a school-related activity. See the school nurse or principal for information. [See policy FFAF(LEGAL) for more information.]

Food Allergies (All Grade Levels)

Parents should notify the district when a student has been diagnosed with a food allergy, especially an allergy that could result in dangerous or life-threatening reactions either by breathing, eating, or touching the particular food. It is important to disclose the food to which the student is allergic as well as the nature of the allergic reaction. Please contact the school nurse or campus principal if your child has a known food allergy or as soon as possible after any diagnosis of a food allergy.

The district has developed and annually reviews a food allergy management plan, based on the Texas Department of State Health Services' (DSHS) *Guidelines for the Care of Students with Food Allergies at Risk for Anaphylaxis* found on the DSHS [Allergies and Anaphylaxis](https://www.dshs.texas.gov/texas-school-health/allergies-anaphylaxis) website (<https://www.dshs.texas.gov/texas-school-health/allergies-anaphylaxis>)

When the district receives information that a student has a food allergy that puts the student at risk for anaphylaxis, an individual care plan will be developed to assist the student in safely accessing the school environment. The district's food allergy management plan can be accessed at <https://www.bmtisd.com/Page/132>.

[See **Celebrations** on page 34 and policy FFAF for more information.]

Seizures (All Grade Levels)

To address the care of a student with a seizure disorder while at school or participating in a school activity, a parent may submit a seizure management and treatment plan to the district before the beginning of the school year, upon enrollment of the student, or as soon as practicable following diagnosis of a seizure disorder.

[See **A Student with Physical or Mental Impairments Protected under Section 504** on page 25 and contact the school nurse for more information.]

Tobacco and E-Cigarettes Prohibited (All Grade Levels and All Others on School Property)

Students are prohibited from possessing or using any type of tobacco product, electronic cigarette (e-cigarette), or any other electronic vaporizing device while on school property or while attending an off-campus school-related activity.

The district and its staff strictly enforce prohibitions against the use of all tobacco products, e-cigarettes, or any other electronic vaporizing device by students and all others on school property and at school-sponsored and school-related activities. [See the Student Code of Conduct and policies FNCD and GKA for more information.]

Health-Related Resources, Policies, and Procedures

Physical and Mental Health Resources (All Grade Levels)

Parents and students in need of assistance with physical and mental health concerns may contact the following campus and community resources:

- The campus nurse

- The campus counselor
- The local public health authority, Beaumont Health Department, which may be contacted at (409)-832-4000.
- The local mental health authority, Beaumont Behavioral Health, which may be contacted at <https://www.beaumont.org/services/behavioral-health>

Policies and Procedures that Promote Student Physical and Mental Health (All Grade Levels)

The district has adopted board policies that promote student physical and mental health. (LOCAL) policies on the topics below can be found in the district's policy manual, available at <https://pol.tasb.org/PolicyOnline?key=725>

- Food and nutrition management: CO, COA, COB
- Wellness and Health Services: FFA
- Physical Examinations: FFAA
- Immunizations: FFAB
- Medical Treatment: FFAC
- Communicable Diseases: FFAD
- School-Based Health Centers: FFAE
- Care Plans: FFAF
- Crisis Intervention: FFB
- Trauma-informed Care: FFBA
- Student Support Services: FFC
- Student Safety: FFF
- Child Abuse and Neglect: FFG
- Freedom from Discrimination, Harassment, and Retaliation: FFH
- Freedom from Bullying: FFI

In addition, the District Improvement Plan details the district's strategies to improve student performance through evidence-based practices that address physical and mental health.

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.

Student Welfare: Crisis Intervention Programs & Training District Program(s) selected from a list provided by TDSHS in coordination with TEA and the ESCs on these topics:

- Early mental health intervention
- Mental health promotion and positive youth development
- Substance abuse prevention
- Substance abuse intervention

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- Suicide prevention and suicide prevention parent/guardian notification procedures. Training for teachers, school counselors, principals and all other appropriate personnel. Health and Safety Code.

Student Welfare: Discipline/Conflict/Violence Management (DIP) Methods for addressing

- Suicide prevention including parent/guardian notification procedure
- Conflict resolution programs
- Violence prevention and intervention programs
- Unwanted physical or verbal aggression
- Sexual harassment
- Harassment and dating violence

The district has developed administrative procedures as necessary to implement the above policies and plans.

For further information regarding these procedures and access to the District Improvement Plan, by phone (409) 617-5218, or by email dbarbay@bmtisd.com.

School Health Advisory Council (SHAC) (All Grade Levels)

During the preceding school year, the district's School Health Advisory Council (SHAC) held 6 meetings. Additional information regarding the district's SHAC is available from the Supervisor of Physical Education and Health at (409) 617-5105, or by email at rsaveat@bmtisd.com.

Notification of upcoming SHAC meetings will be posted at each campus administrative office at least 72 hours before the meeting. Notification of upcoming SHAC meetings, meeting minutes, and a recording of each meeting will be posted on the district website at www.bmtisd.com

[See **Consent to Human Sexuality Instruction** on page 6, **Consent to Instruction on Prevention of Child Abuse, Family Violence, Dating Violence, and Sex Trafficking** on page 8, and policies BDF and EHAA. For more information.]

Student Wellness Policy/Wellness Plan (All Grade Levels)

To encourage healthy habits in our students, the district has developed a board-adopted wellness policy at FFA(LOCAL) and corresponding plans and procedures to implement it. For questions about the content or implementation of the district's wellness policy and plan, please contact: BISD Child Nutrition at (409) 617-5065.

Homework (All Grade Levels)

Please contact your child's principal for a description of the district and/or campus homework guidelines and an explanation of the homework grading system.

Law Enforcement Agencies (All Grade Levels)

Questioning of Students

When law enforcement officers or other lawful authorities wish to question or interview a student at school, the principal will cooperate fully regarding the conditions of the interview, including without parental consent, if necessary, if it is part of a child abuse investigation. In other circumstances, the principal will:

- Verify and record the identity of the officer or other authority and ask for an explanation of the need to question the student at school.

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- Ordinarily make reasonable efforts to notify the parents, unless the interviewer raises what the principal considers to be a valid objection.
- Ordinarily be present for the questioning or interview, unless the interviewer raises what the principal considers to be a valid objection.

Students Taken into Custody

State law requires the district to permit a student to be taken into legal custody:

- To comply with an order of the juvenile court.
- To comply with the laws of arrest.
- By a law enforcement officer if there is probable cause to believe the student has engaged in delinquent conduct or conduct in need of supervision.
- By a law enforcement officer to obtain fingerprints or photographs for comparison in an investigation.
- By a law enforcement officer to obtain fingerprints or photographs to establish a student's identity where the child may have engaged in conduct indicating a need for supervision, such as running away.
- By a probation officer if there is probable cause to believe the student has violated a condition of probation imposed by the juvenile court.
- By an authorized representative of Child Protective Services (CPS), Texas Department of Family and Protective Services (DFPS), a law enforcement officer, or a juvenile probation officer, without a court order, under the conditions set out in the Family Code relating to the student's physical health or safety.
- To comply with a properly issued directive from a juvenile court to take a student into custody.

Before a student is released to a legally authorized person, the principal will verify the person's identity and, to the best of his or her ability, will verify the person's authority to take custody of the student.

The principal will immediately notify the superintendent and will attempt to notify the parent, unless the legally authorized person raises what the principal considers to be a valid objection to notifying the parents. Because the principal does not have the authority to prevent or delay a student's release to a legally authorized person, any notification will most likely be after the fact.

Notification of Law Violations

The district is required by state law to notify:

- All instructional and support personnel who have responsibility for supervising a student who has been taken into custody, arrested, or referred to the juvenile court for any felony offense or for certain misdemeanors.
- All instructional and support personnel who have regular contact with a student who has been convicted, received deferred prosecution, received deferred adjudication, or was adjudicated for delinquent conduct for any felony offense or certain misdemeanors that occur in school, on school property, or at a school-sponsored or school-related activity on or off school property. These personnel will also be notified if the principal has reasonable grounds to believe the student has engaged in certain conduct.

- All appropriate district personnel regarding a student who is required to register as a sex offender.

[See policy GRAA(LEGAL) for more information.]

Leaving Campus (All Grade Levels)

Student attendance is crucial. Appointments should be scheduled outside of school hours if possible. Except for extenuating circumstances, students will not regularly be released before the end of the school day.

Parental consent is required before any student leaves campus for any part of the school day.

For students in elementary and middle school, a parent or authorized adult must come to the office and show identification to sign the student out. A campus representative will ask the student to report to the office. For safety purposes and stability of the learning environment, we cannot allow any unescorted adult to go to the classroom or other area to pick up the student. If the student returns to campus the same day, the parent or authorized adult must sign the student back in through the main office upon the student's return. Documentation regarding the reason for the absence will also be required.

The same process applies to students in high school if a parent picks the student up from campus. If the student's parent authorizes the student to leave campus unaccompanied, a note provided by the parent must be submitted to the main office no later than two hours prior to the student's need to leave campus. A phone call from the parent may be accepted, but the school may ultimately require a note for documentation purposes. The student must sign out through the main office and sign in upon his or her return if the student returns the same day.

If a student becomes ill during the school day and the school nurse or other district personnel determines that the student should go home, the nurse will contact the student's parent and document the parent's wishes regarding release from school.

Unless the parent directs district personnel to release the student unaccompanied, the parent or other authorized adult must follow the sign-out procedures listed above. If a student is permitted by his or her parent to leave campus unaccompanied, the nurse will document the time of day the student was released. Under no circumstances will a student in elementary or middle school be released unaccompanied.

If a student is 18 years of age or is an emancipated minor, the student may sign him- or herself out of school. Documentation regarding the reason for the absence will be required.

During Lunch

Beaumont ISD campuses are "closed campuses" during lunchtime. Students are not permitted to leave campus during this time for lunch.

At Any Other Time during the School Day

Students are not authorized to leave campus during regular school hours for any other reason, except with the permission of the principal.

Students who leave campus in violation of these rules will be subject to disciplinary action in accordance with the Student Code of Conduct.

Lost and Found (All Grade Levels)

A lost and found collection box is located in the campus office. A student who loses an item should check the lost and found box. The district discourages bringing personal items of high monetary value to school, as the district is not responsible for lost or stolen items. The campus will dispose of lost and found items at the end of each semester.

Makeup Work

Makeup Work Because of Absence (All Grade Levels)

A teacher may assign makeup work to a student who misses class based on instructional objectives and the needs of the student in mastering the essential knowledge and skills or meeting subject or course requirements.

The student will be responsible for obtaining and completing the makeup work within the time specified by the teacher. A student who does not make up assigned work within the time allotted by the teacher will receive a grade of zero for the assignment.

The student is encouraged to speak with his or her teacher if the student knows of an absence ahead of time so that the teacher and student may plan any makeup work. Please remember the importance of student attendance at school. With limited exceptions, all absences count for the 90 percent threshold set in state law regarding attendance for credit or final grade. [See **Attendance for Credit or Final Grade** on page 29.]

A student involved in an extracurricular activity must notify his or her teachers ahead of time about any absences.

A student will be permitted to make up tests and turn in projects due in any class missed because of absence. Teachers may assign a late penalty to any long-term project in accordance with timelines approved by the principal and previously communicated to students.

DAEP Makeup Work

Elementary and Middle/Junior High School Grade Levels

Elementary and Middle school students will continue the district curriculum while placed in a DAEP.

Grades 9-12

If a high school student is enrolled in a foundation curriculum course at the time of removal to a disciplinary alternative education program (DAEP), he or she will have an opportunity to complete the course before the beginning of the next school year. The district may provide the opportunity to complete the course through an alternative method, 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. [See policy FOCA(LLEGAL) for more information.]

In-School Suspension (ISS) and Out-of-School Suspension (OSS) Makeup Work (All Grade Levels)

Alternative Means to Receive Coursework

While a student is in ISS or OSS, the district will provide the student with all course work for the student's foundation curriculum classes that the student misses as a result of the suspension.

Opportunity to Complete Courses

A student removed from the regular classroom to ISS or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. 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. [See policy FO(LEGAL) for more information.]

Nondiscrimination Statement (All Grade Levels)

In its efforts to promote nondiscrimination and as required by law, the district does not discriminate on the basis of race, religion, color, national origin, gender, sex, age, disability, or any other basis prohibited by law in providing education services, activities, and programs, including Career and Technical Education (CTE) programs. The district provides equal access to the Boy Scouts and other designated youth groups.

In accordance with Title IX, the district does not and is required not to discriminate on the basis of sex in its educational programs or activities. The requirement not to discriminate extends to employment. Inquiries about the application of Title IX may be referred to the district's Title IX Coordinator (see below), to the Assistant Secretary for Civil Rights of the Department of Education, or both.

Other federal laws that prohibit discrimination include Title VI, Section 504, the Age Discrimination Act, the Boy Scouts Act, and Title II.

The district has designated and authorized the following employee as the Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, stalking, or gender-based harassment: Executive Director of Human Resources at (409) 617-5094.

Reports can be made at any time and by any person, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon the district receiving notice or an allegation of sex-based harassment, the Title IX Coordinator will promptly respond in accordance with the process described at FFH(LOCAL).

The following district representatives have been designated to address concerns or inquiries about other kinds of discrimination:

- For concerns regarding discrimination on the basis of disability, see the ADA/Section 504 Coordinator: Special Programs Coordinator at (409) 617-5228
- For all other concerns regarding discrimination, see the superintendent: at (409) 617 5001

[See policies FB, FFH, and GKD for more information.]

Nontraditional Academic Programs (All Grade Levels)

The Paul Brown Learning Center. The Paul Brown Learning Center offers high student students who are deficient in credits an opportunity for accelerated credit recovery. To be considered for acceptance into this program, students must demonstrate a mature capability to handle the increased workload. If interested, the student and/or parent should contact their grade level high school counselor, or contact the Paul Brown program directly at (409) 617-6601.

Early College High School: Beaumont Early College High School is a newly designated P-TECH (Pathways in Technology) campus that partners with Lamar Institute of Technology (LIT) to offer extensive dual credit opportunities to BISD students.

About our program: We are a high school that offers students the opportunity to complete a two-year associate degree while simultaneously completing a high school degree. Students admitted to Beaumont ECHS receive a quality education from BISD faculty in conjunction with our Institution of Higher Education (IHE) partner, LIT. There is no cost to participate and students are dual enrolled as BISD and LIT students. Students also have access to LIT facilities to aide with completion of coursework.

Academics: Students who attend Beaumont ECHS will take advanced coursework and follow state and local standards for graduation requirements. Many of the courses are dual credit and students will receive both BISD/State and LIT credits simultaneously. LIT credits are transferable to any public college in the state of Texas.

Who can apply? Any 8th grade student who is a resident of Beaumont ISD can apply for admission. Applications open in October of each year and can be found at echs.bmtisd.com.

BISD's Early College High School is looking for students who are:

- at-risk, as defined by TEA
- a first-generation high school graduate and/or college student
- highly motivated to succeed

Students selected must be:

- willing and committed to work at the college level
- willing and committed to invest 4 years in high school for two degrees
- willing and committed to engage in non-traditional learning and assessment activities
- mature enough to handle rigorous coursework and the college setting

Parent and Family Engagement (All Grade Levels)

Working Together

Experience and research tell us that a child succeeds in education with good communication and a strong partnership between home and school. A parent's involvement and engagement in this partnership may include:

- Encouraging your child to put a high priority on education and working with your child every day to make the most of the educational opportunities the school provides.
- Ensuring that your child completes all homework assignments and special projects and comes to school each day prepared, rested, and ready to learn.
- Becoming familiar with all your child's school activities and with the academic programs, including special programs, offered in the district.
- Discussing with the school counselor or principal any questions you may have about the options and opportunities available to your child.
- Reviewing the requirements and options for graduation with your child in middle school and again while your child is enrolled in high school.
- Monitoring your child's academic progress and contacting teachers as needed. [See **Academic Counseling** on page 42.]

- Attending scheduled conferences and requesting additional conferences as needed. To schedule a telephone or in-person conference with a teacher, school counselor, or principal, please call the campus office for an appointment. The teacher will usually return your call or meet with you during his or her conference period or before or after school. [See **Report Cards/Progress Reports and Conferences** on page 81.]
- Becoming a school volunteer. [See **Volunteers** on page 95 and policy GKG for more information.]
- Participating in campus parent organizations. Parent organizations include: PTA, and PACS (Parent and Community Support). Contact your campus principal for more information on these organizations.
- Serving as a parent representative on the district-level or campus-level planning committees that develop educational goals and plans to improve student achievement. For more information, see policies BQA and BQB and contact your campus principal or the Community Relations Specialist at (409) 617-5042.
- Serving on the School Health Advisory Council (SHAC) and assisting the district in aligning local community values with health education instruction, human sexuality instruction, instruction on prevention of child abuse, family violence, dating violence, and sex trafficking, and other wellness issues. [See **School Health Advisory Council (SHAC)** on page 71 and policies BDF, EHAA, FFA for more information.]
- Being aware of the school's ongoing bullying and harassment prevention efforts.
- Contacting school officials if you are concerned with your child's emotional or mental well-being.
- Attending board meetings to learn more about district operations. Regular board meetings are held on the 3rd Thursday of each month at 6:00p.m. at the BISD Boardroom located at 3395 Harrison Ave, Beaumont, TX. An agenda for a regular or special meeting is posted no later than 72 hours before each meeting at the BISD Administration Building located at 3395 Harrison Ave. Beaumont, TX., and online at www.bmtisd.com. [See policies BE and BED for more information.]

Parking and Parking Permits (Secondary Grade Levels Only)

A student must present a valid driver's license and proof of insurance to be eligible for a parking permit.

Students must request a parking permit by paying the campus fee to park in a school parking lot. So long as space is available, parking permits may be issued throughout the year.

Students will not be permitted to:

- Speed
- Double-park
- Park across a white or yellow line
- Park in a fire lane
- Sit in parked cars during school hours

Additional rules for parking privileges will be given by the home campus. Students may be subject to disciplinary action for violation of these rules. The district may have cars towed that are parked in violation of these rules.

Pledges of Allegiance and a Minute of Silence (All Grade Levels)

Each school day, students will recite the Pledge of Allegiance to the U.S. flag and the Pledge of Allegiance to the Texas flag. Parents may submit a written request to the principal to excuse their child from reciting a pledge. [See **Reciting the Pledges to the U.S. and Texas Flags** on page 14.]

State law requires that one minute of silence follow recitation of the pledges. Each student may choose to reflect, pray, meditate, or engage in any other silent activity during that minute so long as the silent activity does not interfere with or distract others.

In addition, state law requires that each campus provide for the observance of one minute of silence in remembrance of those who lost their lives on September 11, 2001, at the beginning of the first-class period when September 11 falls on a regular school day.

[See policy EC for more information.]

Prayer (All Grade Levels)

Each student has a right to pray individually, voluntarily, and silently or to meditate in school in a manner that does not disrupt school activities. The school will not encourage, require, or coerce a student to engage in or refrain from such prayer or meditation during any school activity.

Promotion and Retention

A student will be promoted only on the basis of academic achievement or proficiency. In making promotion decisions, the district will consider the following:

- Teacher recommendation
- Grades
- Scores on criterion-referenced or state-mandated assessments
- Any other necessary academic information as determined by the district

Elementary and Middle/Junior High-Grade Levels

In grades 1-8, promotion is based on an overall average of 70 on a scale of 100 based on grade-level standards (the Texas Essential Knowledge and Skills, or TEKS), for all subject areas and a grade of 70 or above in four of the following areas: reading, language arts, mathematics, science, and social studies. See EIE(LOCAL)

In grades 9-12, promotion is based on the earning of course credits. [See policy EIE(LOCAL)]

Repeating Prekindergarten, Kindergarten, or Grade-8 at Parent Request

A parent may request in writing that a student repeat prekindergarten, kindergarten, or any grade in grade 1-8. Before granting the request, the district may convene a retention committee to meet and discuss the request and will invite the parent to participate.

High School Grade Levels

To earn credit in a course, a student must receive a grade of at least 70 based on course-level standards.

A student in grades 9-12 will be advanced a grade level based on the number of course credits earned. [See **Grade-Level Classification** on page 57.]

Students will also have multiple opportunities to retake EOC assessments. [See **Graduation** on page 58 and **Standardized Testing** on page 90.]

Repeating a High-School Credit Course

A parent may request in writing that a student repeat a high-school credit course in which the student was enrolled during the previous school year unless the district determines that the student has met all requirements for graduation.

Before granting the request, the district may convene a retention committee to meet and discuss the request and will invite the parent to participate.

[Include the following sentence if it reflects the district's practice:]

Only the student's first passing grade will be included in the calculation of class ranking.

Release of Students from School

[See **Leaving Campus** on page 75.]

Remote Instruction

The district may offer remote instruction in accordance with TEA guidelines.

All district policies, procedures, guidelines, rules, and other expectations of student behavior will be enforced as applicable in a remote or virtual learning environment.

Report Cards/Progress Reports and Conferences (All Grade Levels)

Report cards with each student's performance and absences in each class or subject are issued at least once every 9 weeks.

At the end of the first three weeks of a grading period, parents will receive a progress report if their child's performance in any course/subject area is near or below 70 or is below the expected level of performance. If a student receives a grade lower than 70 in any class or subject at the end of a grading period, the parent will be asked to schedule a conference with the teacher. [See **Working Together** on page 78 for how to schedule a conference.]

Teachers follow grading guidelines that have been approved by the superintendent pursuant to the board-adopted policy. Grading guidelines are designed to reflect each student's relative mastery of each assignment. State law provides that a test or course grade issued by a teacher cannot be changed unless the board determines that the grade was arbitrary or contains an error, or that the teacher did not follow the district's grading policy. [See **Grading Guidelines** on page 58 and policy EIA(LOCAL) for more information.]

Questions about grade calculation should first be discussed with the teacher. If the question is not resolved, the student or parent may request a conference with the principal in accordance with FNG(LOCAL).

The report card or unsatisfactory progress report will state whether tutorials are required for a student who receives a grade lower than 70.

Report cards and unsatisfactory progress reports must be signed by the parent and returned to the school within 5 days. The district may communicate academic information about a student electronically, including for progress reporting purposes. An electronic signature will be accepted by the district, but parents are entitled to request a handwritten signature of acknowledgment instead.

Retaliation

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 45.]

Required State Assessments

STAAR (State of Texas Assessments of Academic Readiness) for Grades 3-8

In addition to routine tests and other measures of achievement, students at certain grade levels are required to take the state assessment, called STAAR, in the following subjects:

- Mathematics, annually in grades 3-8
- Reading, annually in grades 3-8
- Science in grades 5 and 8
- Social Studies in grade 8

Standardized Testing for a Student Enrolled Above Grade Level

If a student in grades 3-8 is enrolled in a class or course intended for students above his or her current grade level in which the student will be administered a state-mandated assessment, the student will be required to take an applicable state-mandated assessment only for the course in which he or she is enrolled, unless otherwise required to do so by federal law.

A student in grades 3-8 shall be assessed at least once in high school with the ACT or the SAT if the student completes the high school end-of-course assessments in mathematics, reading/language arts, or science prior to high school.

High School Courses End-of-Course (EOC) Assessments

STAAR end-of-course (EOC) assessments are administered for the following courses:

- Algebra I
- English I and English II
- Biology
- U.S. History

Satisfactory performance on the applicable assessments is required for graduation, unless waived or substituted as allowed by state law and rules.

There are three testing windows during the year in which a student may take an EOC assessment. The windows occur in the fall, spring, and summer months. If a student does not meet satisfactory performance, the student will have opportunities to retake the assessment.

Requesting Administration of STAAR/EOC in Paper Format (All Grade Levels)

STAAR and EOC assessments are administered electronically.

A parent or teacher may request that a STAAR or EOC be administered to a student in paper format. The district may grant this request for any single administration for up to three percent of the number of students enrolled in the district. Requests will be granted in the order in which they are received.

Requests for paper format for a fall administration of a STAAR or EOC must be submitted no later than September 15 each school year.

Requests for paper format for a spring administration of a STAAR or EOC must be submitted no later than December 1 each school year.

Standardized Testing for a Student in Special Programs

Certain students — some with disabilities and some classified as emergent bilingual students — may be eligible for exemptions, accommodations, or deferred testing. For more information, see the principal, school counselor, or special education director.

STAAR Alternate 2 is available for eligible students receiving special education services who meet certain criteria established by the state as determined by the student's ARD committee.

An admission, review, and dismissal (ARD) committee for a student receiving special education services will determine whether successful performance on the EOC assessments will be required for graduation within the parameters identified in state rules and the student's personal graduation plan (PGP). [See **Graduation** on page 58.]

STAAR Spanish is available for eligible students for whom a Spanish version of STAAR is the most appropriate measure of their academic progress.

For more information, see the principal, school counselor, or special education director

Failure to Perform Satisfactorily on STAAR or EOC

If a student does not perform satisfactorily on a required state assessment in any subject, the district will provide accelerated instruction for the student in the subsequent school year by:

- Assigning the student to a teacher who is certified as a master, exemplary, or recognized teacher if one is available in the grade and subject matter of the state assessment on which the student did not perform satisfactorily, or
- Providing supplemental instruction.

A student may be required to attend any assigned supplemental instruction program before or after school or during the summer.

When a student fails to perform satisfactorily on a required state assessment in the same subject area for two or more years, the district shall develop an accelerated education plan. Parents are encouraged to participate in developing this plan.

Personal Graduation Plans — Middle School Students

For a middle-school student who does not perform satisfactorily on a state-mandated examination, a school official will prepare a personal graduation plan (PGP).

School officials will also develop a PGP for a middle-school student who is determined by the district to be unlikely to earn a high school diploma within five years of high school enrollment. The plan will, among other items:

- Identify the student's educational goals.
- Address the parent's educational expectations for the student.
- Outline an intensive instruction program for the student.

[See the school counselor and policy EIF(LEGAL) for more information.]

For a student receiving special education services, the student's IEP may serve as the student's PGP and would therefore be developed by the student's ARD committee.

[See **Personal Graduation Plans** on page 61 for information related to the development of personal graduation plans for high school students.]

Safety (All Grade Levels)

Student safety on campus, at school-related events, and in district vehicles is a high priority of the district. The cooperation of students is essential to ensuring school safety. A student is expected to:

- Avoid conduct that is likely to put the student or others at risk.
- Follow all behavioral standards in this handbook and the Student Code of Conduct or set by district employees.
- Help secure the campus by keeping all exterior doors closed, latched, and locked unless the door is actively monitored by a district employee.
- Follow instructions from teachers and other district employees regarding classroom doors.
- Remain alert to any safety hazards, such as intruders on campus or threats made by any person toward a student or staff member, and promptly report any incidents to a district employee. A student may make anonymous reports about safety concerns by reporting online at the BISD "Tip Line" at www.bmtisd.com
- Know emergency evacuation routes and signals.
- Follow immediately the instructions of teachers, bus drivers, and other district employees who are overseeing the welfare of students.

Accident Insurance

Soon after the school year begins, parents will have the opportunity to purchase low-cost accident insurance that would help meet medical expenses in the event of injury to their child.

Insurance for Career and Technical Education (CTE) Programs

The district may purchase accident, liability, or automobile insurance coverage for students and businesses involved in the district's CTE programs.

Preparedness Drills: Evacuation, Severe Weather, and Other Emergencies

Periodically, the school will conduct preparedness drills of emergency procedures. When the command is given or alarm is sounded, students need to follow the direction of teachers or others in charge quickly, quietly, and in an orderly manner.

Preparedness Training: CPR and Stop the Bleed

The district will offer instruction in CPR and the use of an automated external defibrillator (AED) at least once to students enrolled in in grades 7-12. The instruction can be provided as part of any course and is not required to result in CPR or AED certification.

The district will annually offer students in grades 7-12 instruction on the use of bleeding control stations to respond to traumatic injury. For more information, see:

- [Homeland Security's Stop the Bleed](https://www.dhs.gov/stopthebleed) (<https://www.dhs.gov/stopthebleed>)
- [Stop the Bleed Texas](https://stopthebleedtexas.org/) (<https://stopthebleedtexas.org/>)

Emergency Medical Treatment and Information

All parents are asked each year to complete a medical care authorization form, providing written parental consent to obtain emergency treatment and information about allergies to medications or drugs. Parents should contact the school nurse to update emergency care information (name of doctor, emergency phone numbers, allergies, and the like).

The district may consent to medical treatment, including dental treatment, if necessary, for a student if:

- The district has received written authorization from a person having the right to consent;
- That person cannot be contacted; and
- That person has not given the district actual notice to the contrary.

The emergency care authorization form will be used by the district when a student's parent or authorized designee cannot be contacted. A student may provide consent if authorized by law or court order.

Regardless of parental authorization for the district to consent to medical treatment, district employees will contact emergency medical services to provide emergency care when required by law or when deemed necessary, such as to avoid a life-threatening situation.

Emergency School Closing Information

Each year, parents are asked to complete an emergency release form to provide contact information in the event that the district needs to notify parents of early dismissal, delayed opening, or restricted access to a campus because of severe weather, a security threat, or another emergency cause.

The district will rely on contact information on file with the district to communicate with parents in an emergency situation, which may include real-time or automated messages. It is crucial to notify your child's school when a phone-number changes. State law requires parents to update contact information within two weeks after the date the information changes.

If the campus must close, delay opening, or restrict access to the building because of an emergency, the district will also alert the community in the following ways:

- The district will utilize its Blackboard connect messaging system which automatically calls the number listed as the main contact number for the student and his or her guardian. Parents may choose to have a text message sent to their regular phone. It is the responsibility of each parent to update their correct contact information with the school.

- Radio and TV stations will be notified immediately of the closure and will be asked to broadcast the district's decision.
- Parents and students are asked to tune into radio and TV stations for weather and/or emergency-related information.

[See **Parent Contact Information** on page 39 and **Automated Emergency Communications** on page 39.]

SAT, ACT, and Other Standardized Tests

[See **Standardized Testing** on page 90.]

Schedule Changes (Middle/Junior High and High School Grade Levels)

The student and or parent should request to meet with the campus counselor.

School Facilities

Asbestos Management Plan (All Grade Levels)

The district works diligently to maintain compliance with federal and state law governing asbestos in school buildings. A copy of the district's asbestos management plan is available in the central administrative office. If you have any questions or would like to examine the district's plan in more detail, please contact the district's designated asbestos coordinator at (409) 617-5651.

Food and Nutrition Services (All Grade Levels)

BISD participates in the School Breakfast Program (SBP), National School Lunch Program (NSLP), and the summer school option (SSO) program. Beaumont ISD Food and Child Nutrition Services is the official meal provider of the District, and offers students nutritionally balanced meals daily in accordance with standards set forth in state and federal law.

The District currently-participates in the Community Eligibility Provision (CEP) under the National School Lunch Program (NSLP) providing a healthy breakfast and lunch to each student, each day, at no charge to the student.

Parents may deliver lunch to their child in accordance with district protocols or students may bring their lunch onto campus, but food delivery services such as Door Dash or Waitr are prohibited from delivering food to students on campus from 12:01am until thirty minutes after the last bell at their campus. See Board Policy FFA(Local)

The District currently participates in the Community Eligibility Provision (CEP) under the National School Lunch Program (NSLP) providing a healthy breakfast and lunch to each student, each school day, at no charge to the student.

A la carte items may be purchased and use of the District's prepayment system is encouraged. **No charging is allowed.** Non-students may purchase meals and a la carte items. Charging is not permitted. For more information you may contact: BISD Director of Child Nutrition Mary Ellen Vivrett (409) 617-5065. [See policy CO for more information.]

Beaumont Independent School District Student Handbook

The following information is published as required by the USDA for participation in the National School Lunch Program:

“In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

“Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

“To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

2. fax:

(833) 256-1665 or (202) 690-7442; or

3. email:

Program.Intake@usda.gov

“This institution is an equal opportunity provider.”

The responsible state agency that administers the program is the [Texas Department of Agriculture](https://www.texasagriculture.gov/Home/Contact-Us) (<https://www.texasagriculture.gov/Home/Contact-Us>), which can be reached at (800) TELL-TDA (835-5832) or (800) 735-2989 (TTY).

The local agency that administers the program is the district. See **Nondiscrimination Statement** on page 77 for the name and contact information for the Title IX coordinator, ADA/Section 504 coordinator, and superintendent for other concerns about discrimination.

Vending Machines (All Grade Levels)

The district has adopted and implemented the state and federal policies for food service, including guidelines to restrict student access to vending machines. For more information regarding these policies and guidelines, see the Director of Child Nutrition at (409) 617-5065. [See policy FFA for more information.]

Pest Management Plan (All Grade Levels)

The district is required to follow integrated pest management (IPM) procedures to control pests on school grounds. Although the district strives to use the safest and most effective methods to manage pests, including a variety of non-chemical control measures, periodic indoor and outdoor pesticide use is sometimes necessary to ensure a safe, pest-free school environment.

All pesticides used are registered for their intended use by the U.S. Environmental Protection Agency and are applied only by certified pesticide applicators. Except in an emergency, signs will be posted 48 hours before indoor application. All outdoor applications will be posted at the time of treatment, and signs will remain until it is safe to enter the area.

Parents who have questions or who want to be notified of the times and types of applications prior to pesticide application inside their child's school assignment area may contact the district's IPM coordinator: The Director of Maintenance at (409) 617-5651.

Conduct Before and After School (All Grade Levels)

Teachers and administrators have full authority over student conduct at before- or after-school activities. Whether a school activity is on or off district premises, students must follow the same rules of conduct that apply during the instructional day. Misbehavior will be subject to consequences established by the Student Code of Conduct or any stricter standards of behavior established by the sponsor for extracurricular participants.

Library (All Grade Levels)

The library is open for independent student use during the following times with a teacher permit. Additional extended times before and after school will be made available occasionally throughout the school year. Please contact your school's librarian for individual campus times.

Use of Hallways during Class Time (All Grade Levels)

During class times, loitering or standing in the halls is not permitted, and a student must have a hall pass to be outside the classroom for any purpose. Failure to obtain a pass will result in disciplinary action in accordance with the Student Code of Conduct.

Use by Students Before and After School (All Grade Levels)

Certain areas of the school will be accessible to students before and after school for specific purposes. Students are required to remain in the area where their activity is scheduled to take place. Please check with your campus principal to learn what areas are available to students before and after school.

Unless the teacher or sponsor overseeing an activity gives permission, a student will not be permitted to go to another area of the building or campus.

Students must leave campus immediately after dismissal of school in the afternoon, unless the student is involved in an activity under the supervision of a teacher or other authorized employee or adult.

Meetings of Non-Curriculum-Related Groups (Secondary Grade Levels Only)

Student-organized, student-led non-curriculum-related groups are permitted to meet during the hours designated by the principal before and after school. These groups must comply with the requirements of policy FNAB(LOCAL).

A list of these groups is available in the principal's office.

School-Sponsored Field Trips (All Grade Levels)

The district periodically takes students on field trips for educational purposes.

A parent must provide permission for a student to participate in a field trip.

The district may ask the parent to provide information about a student's medical provider and insurance coverage and may also ask the parent to sign a waiver allowing for emergency medical treatment in the case of a student accident or illness during the field trip.

The district may require a fee for student participation in a field trip that is not required as part of a basic educational program or course to cover expenses such as transportation, admission, and meals; however, a student will not be denied participation because of financial need. See **Fees (All Grade Levels)** on page 56 for more information.

The district is not responsible for refunding fees paid directly to a third-party vendor.

Searches

Searches in General (All Grade Levels)

In the interest of promoting student safety and drug-free schools, district officials may occasionally conduct searches.

District officials may search students, their belongings, and their vehicles in accordance with law and district policy. Searches of students will be conducted without discrimination, based on, for example, reasonable suspicion or voluntary consent or pursuant to district policy providing for suspicion less security procedures, including the use of metal detectors.

In accordance with the Student Code of Conduct, students are responsible for prohibited items found in their possession, including items in their personal belongings or in vehicles parked on district property.

If there is reasonable suspicion to believe that searching a student's person, belongings, or vehicle will reveal evidence of a violation of the Student Code of Conduct, a district official may conduct a search in accordance with law and district regulations. Refusal to submit to a search may result in a discipline referral.

District Property (All Grade Levels)

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. Students have no expectation of privacy in district property.

Students are responsible for any item found in district property provided to the student that is prohibited by law, district policy, or the Student Code of Conduct.

Metal Detectors (All Grade Levels)

To maintain a safe and disciplined learning environment, the district reserves the right to subject students to metal detector searches when entering a district campus and at off-campus, school-sponsored activities.

Telecommunications and Other Electronic Devices (All Grade Levels)

Use of district-owned equipment and its network systems is not private and will be monitored by the district. [See policy CQ for more information.]

Any searches of personal electronic devices will be conducted in accordance with law, and the device may be confiscated to perform a lawful search. A confiscated device may be turned over to law enforcement to determine whether a crime has been committed.

[See **Electronic Devices and Technology Resources** on page 52 and policy FNF(LEGAL) for more information.]

Trained Dogs (All Grade Levels)

The district may use trained dogs to screen for concealed, prohibited items, including drugs and alcohol. Screenings conducted by trained dogs will not be announced in advance. The dogs will not be used with students, but students may be asked to leave personal belongings in an area that is going to be screened, such as a classroom, a locker, or a vehicle. If a dog alerts to an item or an area, it may be searched by district officials.

Vehicles on Campus (Secondary Grade Levels Only)

If a vehicle subject to search is locked, the student will be asked to unlock the vehicle. If the student refuses, the district will contact the student's parents. If the parents also refuse to permit the vehicle to be searched, the district may turn the matter over to law enforcement. The district may contact law enforcement even if permission to search is granted.

Sexual Harassment

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 45.]

Special Programs (All Grade Levels)

The district provides special programs for gifted and talented students, students who are homeless, students in foster care, bilingual students, migrant students, emergent bilingual students, students diagnosed with dyslexia, and students with disabilities. The coordinator of each program can answer questions about eligibility requirements, as well as programs and services offered in the district or by other organizations. A student or parent with questions about these programs should contact: BISD Executive Director of Curriculum and Instruction at (409) 617-5008.

The Texas State Library and Archives Commission's [Talking Book Program](https://www.tsl.texas.gov/tbp/index.html) (<https://www.tsl.texas.gov/tbp/index.html>) provides audiobooks free of charge to qualifying Texans, including students with visual, physical, or reading disabilities such as dyslexia.

Standardized Testing

SAT/ACT (Scholastic Aptitude Test and American College Test)

Many colleges require either the American College Test (ACT) or the Scholastic Aptitude Test (SAT) for admission. These assessments are usually taken at the end of the junior year. Students are encouraged to talk with the school counselor early during their junior year to learn about these assessments and determine the appropriate examination to take. The Preliminary SAT (PSAT) and ACT-Aspire are the corresponding preparatory and readiness assessments for the SAT and ACT.

Note: These assessments may qualify a student to receive a performance acknowledgment on the student's transcript under the foundation graduation program and may qualify as a substitute for an end-of-course testing requirement in certain circumstances. A student's performance at a certain level on the SAT or ACT also makes the student eligible for automatic admission to a Texas public institution of higher education.

TSI (Texas Success Initiative) Assessment

Prior to enrollment in a Texas public college or university, most students must take a standardized test called the Texas Success Initiative (TSI) assessment. The TSI assesses the reading, mathematics, and writing skills that first-year students need to perform effectively as undergraduates in Texas public colleges and universities. This assessment may also be required before a student enrolls in a dual credit course offered through the district. Achieving certain benchmark scores on this assessment may also waive certain end-of-course assessment requirements in limited circumstances.

Student Speakers (All Grade Levels)

The district provides students the opportunity to introduce the following school events such as football games, other sporting events, and various ceremonial events. If a student meets the eligibility criteria and wishes to introduce one of the school events listed above, the student should submit his or her name in accordance with policy FNA(LOCAL).

[See **Graduation** on page 58 for information related to student speakers at graduation ceremonies and policy FNA(LOCAL) regarding other speaking opportunities.]

Summer School (All Grade Levels)

Please contact your school principal or counselor for information regarding summer school, credit recovery, and accelerated instruction during the summer. It is recommended that any conversation about summer school begin early in the spring semester.

Tardies (All Grade Levels)

A student who is late to class may be assigned to detention or given another appropriate consequence. Repeated instances of tardiness may result in more severe disciplinary actions in accordance with the Code of Conduct.

Textbooks, Electronic Textbooks, Technological Equipment, and Other Instructional Materials (All Grade Levels)

Instructional materials are any resources used in classroom instruction as part of the required curriculum, such as textbooks, workbooks, computer software, or online services.

The district selects instructional materials in accordance with state law and policy EFA.

The district provides approved instructional materials to students free of charge for each subject or class. Students must treat instructional materials with care, as directed by the teacher.

If a student needs a graphing calculator for a course and the district does not provide one, the student may use a calculator application with graphing capabilities on a phone, laptop, tablet, or other computing device.

A student who is issued a damaged item should report the damage to the teacher.

Any student who does not return an item or returns an item in an unacceptable condition loses the right to free textbooks and technological equipment until the item is returned or the damage is paid for by the parent. However, the student will be provided the necessary instructional resources and equipment for use at school during the school day.

For information on library books and other resources students may access voluntarily, see

Library (All Grade Levels) on page 88.

Transfers (All Grade Levels)

The principal, or their designee is authorized to transfer a student from one classroom to another.

The superintendent, or her designee is authorized to investigate and approve transfers between schools.

Inter-District Transfers

Beaumont ISD will not grant transfer status on a one-year basis, and a student's inter-district transfer status may be revoked at any time during the school year by the Superintendent or her designee if the student:

1. Engages in persistent (documented over time) misbehavior,
2. Engages in conduct that warrants in or out of school suspension,
3. Is placed in a disciplinary alternative program,
4. Is expelled, or
5. Attendance falls below the TEA truancy standard despite due diligence on behalf of campus leadership.

[See **Safety Transfers/Assignments** on page 20, **Bullying** on page 31, and **A Student Who Has Learning Difficulties or Who Needs Special Education or Section 504 Services** on page 22, for other transfer options.]

Transportation (All Grade Levels)

School-Sponsored Trips

Students who participate in school-sponsored trips are required to use school-provided transportation to and from the event. However, in accordance with campus procedures, a parent may provide written consent for his or her child to ride with or be released after the event to the parent or another adult designated by the parent. [See **School-Sponsored Field Trips** on page 89.]

Buses and Other School Vehicles

The district makes school bus transportation available to all students living two or more miles from school and to any students who are experiencing homelessness. This service is provided at no cost to students.

Bus routes and stops will be designated annually. Any subsequent changes will be posted at the school and on the district's website. For the safety of the driver and all passengers, students must board district vehicles only at authorized stops and drivers must unload passengers only at authorized stops.

A parent may designate a child-care facility or grandparent's residence as the regular pickup and drop-off location for his or her child. The designated location must be an approved stop on an approved route. For information on bus routes and stops or to designate an alternate pickup or drop-off location, contact BISD Transportation Department at (409) 617-5625.

Students are expected to assist district staff in ensuring that buses and other district vehicles are clean and safe. When riding in district vehicles, students are held to behavioral standards established in this handbook and the Student Code of Conduct. Students must:

- Follow the driver's directions at all times.

- Enter and leave the vehicle in an orderly manner at the designated stop.
- Keep feet, books, instrument cases, and other objects out of the aisle.
- Not deface the vehicle or its equipment.
- Not put head, hands, arms, or legs out of the window, hold any object out of the window, or throw objects within or out of the vehicle.
- Not possess or use any form of tobacco or e-cigarettes in any district vehicle.
- Observe all usual classroom rules.
- Be seated while the vehicle is moving.
- Fasten their seat belts, if available.
- Wait for the driver's signal upon leaving the vehicle and before crossing in front of the vehicle.
- Follow any other rules established by the operator of the vehicle.

Misconduct will be punished in accordance with the Student Code of Conduct, including loss of the privilege to ride in a district vehicle.

[See the Student Code of Conduct for provisions regarding transportation to the DAEP.]

Vandalism (All Grade Levels)

Littering, defacing, or damaging school property is not tolerated. Students will be required to pay for damages they cause and will be subject to criminal proceedings as well as disciplinary consequences in accordance with the Student Code of Conduct.

Video Cameras (All Grade Levels)

For safety purposes, the district uses video and audio recording equipment to monitor student behavior, including on buses and in common areas on campus. Students will not be told when the equipment is being used.

The principal will review the video and audio recordings as needed and document student misconduct. Discipline will be in accordance with the Student Code of Conduct.

In accordance with state law, a parent of a student who receives special education services, a staff member (as this term is defined by law), a principal or assistant principal, or the board may make a written request for the district to place video and audio recording equipment in certain self-contained special education classrooms. The district will provide notice before placing a video camera in a classroom or other setting in which a child receives special education services. For more information or to request the installation and operation of this equipment, contact BISD Senior Director of Special Services at (409) 617-5117, who the district has designated to coordinate the implementation of and compliance with this law.

[See policy EHBAF(LOCAL) for more information.]

[See **Consent to Video or Audio Record a Student when Not Already Permitted by Law** on page 10 for video and other recording by parents or visitors to virtual or in-person classrooms.]

Visitors to the School (All Grade Levels)

General Visitors

Parents and others are welcome to visit district schools. For the safety of those within the school and to avoid disruption of instructional time, all visitors must:

- Request entry to the school at the primary entrance unless otherwise directed by a district employee.
- Report to the main office.
- Be prepared to show identification.
- Exit the school at the primary entrance and leave all exterior doors closed, latched, and locked unless actively monitored by a district employee.
- Comply with all applicable district policies and procedures.

If requested by a district employee, a visitor must provide identification such as a driver's license, other picture identification issued by a government entity, or employee or student identification issued by the district. A person who refuses to provide identification and who reasonably appears to have no legitimate reason to be on district property may be ejected from district property.

Individuals may visit classrooms or observe virtual instruction during instructional time only with approval of the principal and teacher. Visitors may not interfere with instruction or disrupt the normal school environment.

All visitors are expected to demonstrate the highest standards of courtesy and conduct. Disruptive behavior or violations of student privacy will not be permitted.

[See **Consent to Video or Audio Record a Student when Not Already Permitted by Law** on page 10 for video and other recording by parents or visitors to virtual or in-person classrooms.]

Unauthorized Persons

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

- The person poses a substantial risk of harm to any person; or
- 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).

[See the Student Code of Conduct.]

Visitors Participating in Special Programs for Students

Business, Civic, and Youth Groups

The district may invite representatives from patriotic societies listed in Title 36 of the United States Code to present information to interested students about membership in the society.

Career Day

Throughout the school year the district invites representatives from colleges and universities and other higher education institutions, prospective employers, and military recruiters to present information to interested students.

Volunteers (All Grade Levels)

The district invites and appreciates the efforts of volunteers who are willing to serve our district and students.

If you are interested in volunteering, please contact: The Community Relations Specialist at (409) 617-5042, or email at dbridge2@bmtisd.com

Subject to exceptions in accordance with state law and district procedures, the district requires a state criminal history background check for each volunteer, including parents, guardians, or grandparents of a child enrolled in the district, as well as businesses and organizations that may interact with students on campus. To submit an application, more information please visit www.bmtisd.com/volunteers there is no cost to submit an application.

Voter Registration (Secondary Grade Levels Only)

A student who is eligible to vote in any local, state, or federal election may obtain a voter registration application at the main campus office.

Withdrawing from School (All Grade Levels)

To withdraw a student under age 18 from school, the parent or guardian must submit a written request to the principal specifying the reasons for withdrawal and the final day the student will be in attendance. Withdrawal forms are available from the principal's office.

A student who is age 18 or older, who is married, or who has been declared by a court to be an emancipated minor may withdraw without parental signature.

Please provide the school at least three days' notice of withdrawal so that records and documents may be prepared.

Glossary

Accelerated instruction, including supplemental instruction, is an intensive educational program designed to help an individual student acquire the knowledge and skills required at his or her grade level. It is required when a student does not meet the passing standard on a state-mandated assessment. Accelerated instruction may be provided by assigning a student to a classroom teacher who is certified as a master, exemplary, or recognized teacher or by providing supplemental instruction in addition to regular instruction.

ACT, or the American College Test, is one of the two most frequently used college or university admissions examinations. The test may be required for admission to certain colleges or universities.

ACT-Aspire is designed as a preparatory and readiness assessment for the ACT. This is usually taken by students in grade 10.

ARD stands for admission, review, and dismissal. The ARD committee convenes for each student who is identified as needing a full and individual evaluation for special education services. The eligible student and his or her parents are members of the committee.

Attendance review committee is responsible for reviewing a student's absences when the student's attendance drops below 90 percent, or in some cases 75 percent, of the days the class is offered. Under guidelines adopted by the board, the committee will determine whether there were extenuating circumstances for the absences and whether the student needs to complete certain conditions to master the course and regain credit or a final grade lost because of absences.

CPS stands for Child Protective Services.

DAEP stands for disciplinary alternative education program, a placement for students who have violated certain provisions of the Student Code of Conduct.

DFPS stands for the Texas Department of Family and Protective Services.

DPS stands for the Texas Department of Public Safety.

DSHS stands for the Texas Department of State Health Services.

ED stands for the U.S. Department of Education.

Emergent bilingual student refers to a student of limited English proficiency. Other related terms include English learner, English language learner, and limited English proficient student.

EOC (end-of-course) assessments are state-mandated and are part of the STAAR program. Successful performance on EOC assessments is required for graduation. These examinations will be given in English I, English II, Algebra I, Biology, and U.S. History.

ESSA is the federal Every Student Succeeds Act.

FERPA refers to the federal Family Educational Rights and Privacy Act, which grants specific privacy protections to student records. The law contains certain exceptions, such as for directory information, unless a student's parent or a student 18 years of age or older directs the school not to release directory information.

IEP stands for individualized education program and is the written record prepared by the ARD committee for a student with disabilities who is eligible for special education services.

IGC is the individual graduation committee, formed in accordance with state law, to determine a student's eligibility to graduate when the student has failed to demonstrate satisfactory performance on no more than two of the required state assessments.

Beaumont Independent School District Student Handbook

ISS refers to in-school suspension, a disciplinary technique for misconduct found in the Student Code of Conduct. Although different from out-of-school suspension and placement in a DAEP, ISS removes the student from the regular classroom.

PGP stands for personal graduation plan, which is required for high school students and for any student in middle school who fails a section on a state-mandated test or is identified by the district as not likely to earn a high school diploma before the fifth school year after he or she begins grade 9.

PSAT is the preparatory and readiness assessment for the SAT. It also serves as the basis for the awarding of National Merit Scholarships.

SAT refers to the Scholastic Aptitude Test, one of the two most frequently used college or university admissions examinations. The test may be required for admissions to certain colleges or universities.

SHAC stands for School Health Advisory Council, a group of at least five members, a majority of whom must be parents, appointed by the school board to help ensure that local community values and health issues are reflected in the district's health education instruction, as well as assist with other student and employee wellness issues.

Section 504 is the federal law that prohibits discrimination against a student with a disability, requiring schools to provide opportunities for equal services, programs, and participation in activities. Unless the student is determined to be eligible for special education services under the Individuals with Disabilities Education Act (IDEA), general education with appropriate instructional accommodations will be provided.

STAAR is the State of Texas Assessments of Academic Readiness, the state's system of standardized academic achievement assessments.

STAAR Alternate 2 is an alternative state-mandated assessment designed for students with severe cognitive disabilities receiving special education services who meet the participation requirements, as determined by the student's ARD committee.

STAAR Spanish is an alternative state-mandated assessment administered to eligible students for whom a Spanish version of STAAR is the most appropriate measure of their academic progress.

State-mandated assessments are required of students at certain grade levels and in specified subjects. Except under limited circumstances, students must pass the STAAR EOC assessments to graduate. Students have multiple opportunities to take the tests, if necessary, for graduation.

Student Code of Conduct is developed with the advice of the district-level committee and adopted by the board and identifies the circumstances, consistent with law, when a student may be removed from a classroom, campus, or district vehicle; sets out the conditions that authorize or require the principal or another administrator to place the student in a DAEP; and outlines conditions for out-of-school suspension and for expulsion. The Student Code of Conduct also addresses notice to the parent regarding a student's violation of one of its provisions.

TAC stands for the Texas Administrative Code.

TEA stands for the Texas Education Agency, which oversees primary and secondary public education in Texas.

TELPAS stands for the Texas English Language Proficiency Assessment System, which assesses the progress that emergent bilingual students make in learning the English language and is administered for those who meet the participation requirements in kindergarten-grade 12.

TSI stands for the Texas Success Initiative, an assessment designed to measure the reading, mathematics, and writing skills that entering college-level freshmen students should have if they are to be successful in undergraduate programs in Texas public colleges and universities.

TXVSN stands for the Texas Virtual School Network, which provides online courses for Texas students to supplement the instructional programs of public-school districts. Courses are taught by qualified instructors and are equivalent in rigor and scope to a course taught in a traditional classroom setting.

UIL refers to the University Interscholastic League, the statewide, voluntary nonprofit organization that oversees educational extracurricular academic, athletic, and music contests.

Appendix: Freedom from Bullying Policy

Note: School board policies may be revised at any time. For legal context and the most current copy of the local policy, visit <https://pol.tasb.org/Policy/Search/725?filter=FFI>. Below is the text of Beaumont Independent School District's policy FFI(LOCAL) as of the date this handbook was finalized for this school year.

Student Welfare: Freedom from Bullying

Policy FFI adopted on 5/11/2023

"Bullying":

1. Means 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 satisfies the applicability requirements below and that:
 - a. 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 of damage to the student's property;
 - b. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
 - c. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
 - d. Infringes on the rights of the victim at school; and
2. Includes cyberbullying.

"Cyberbullying" means 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.

These provisions apply 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:
 - a. Interferes with a student's educational opportunities; or
 - b. Substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

The board shall adopt a policy, including any necessary procedures, concerning bullying that:

Beaumont Independent School District Student Handbook

1. Prohibits the bullying of a student;
2. Prevents and mediates bullying incidents between students that:
 - a. Interfere with a student's educational opportunities; or
 - b. Substantially disrupt the orderly operation of a classroom, school, or school-sponsored or school-related activity;
3. Prohibits retaliation against any person, including a victim, a witness, or another person, who in good faith provides information concerning an incident of bullying;
4. Establishes a procedure for providing notice of an incident of bullying to:
 - a. A parent or guardian of the alleged victim on or before the third business day after the date the incident is reported; and
 - b. A parent or guardian of the alleged bully within a reasonable amount of time after the incident;
5. Establishes the actions a student should take to obtain assistance and intervention in response to bullying;
6. Sets out the available counseling options for a student who is a victim of or a witness to bullying or who engages in bullying;
7. Establishes procedures for reporting an incident of bullying, including procedures for a student to anonymously report an incident of bullying, investigating a reported incident of bullying, and determining whether the reported incident of bullying occurred;
8. Prohibits the imposition of a disciplinary measure on a student who, after an investigation, is found to be a victim of bullying, on the basis of that student's use of reasonable self-defense in response to the bullying;
9. Requires that discipline for bullying of a student with disabilities comply with applicable requirements under federal law, including the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.); and
10. Complies with the minimum standards adopted by the Texas Education Agency (TEA) for a district's policy.

The policy and any necessary procedures must be included annually in the student and employee handbooks and in the district improvement plan under Education Code 11.252. [See BQ]

Note: [Minimum Standards for Bullying Prevention](#) are available on TEA's website.

The procedure for reporting bullying must be posted on a district's internet website to the extent practicable.

Education Code 37.0832

BEAUMONT ISD
FFI(LEGAL)-P
UPDATE 121
DATE ISSUED: 5/11/2023



Board Exhibit Cover Sheet

Meeting Date: September 21, 2023

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

Agenda Item Title: Consider approval of Interlocal Agreement with City of Beaumont concerning Crossing Guards

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: Beaumont ISD and the City of Beaumont partner to provide crossing guards for all BISD campuses. Currently BISD employs the crossing guards and the City of Beaumont reimburses BISD for half of all expenses related to the program. The agreement as presented renews the program as it is currently operating for a period of three years.

Recommendation: Approve the interlocal Agreement with the City of Beaumont and authorize the Superintendent to execute the terms of the agreement.

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):

Cheryl Hernandez
Cabinet Level Presenter's Signature

9/14/2023
Date

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

Gene P. Fisher
General Counsel's Signature

Date

Date

**INTERLOCAL AGREEMENT BETWEEN:
CITY OF BEAUMONT, TEXAS & BEAUMONT INDEPENDENT SCHOOL DISTRICT**

This Interlocal Agreement ("the Agreement") is entered into by and between the City of Beaumont, ("City"), and the Beaumont Independent School District, ("District") (collectively referred to herein as the "Parties"), entities that are authorized to enter into interlocal agreements in accordance with Section 791.001, et. seq., of the Texas Government Code.

WHEREAS, the District currently operates a School Crossing Guard program (the "Program"),

WHEREAS, the purpose of the program is to ensure students' safety as they come and go to the District's campuses using city roadways,

WHEREAS, the Board of Trustees and the City Council determine that student safety and student transportation are important educational and public purposes, and the program benefits these educational and public purposes;

NOW THEREFORE the parties agree as follows:

Article I: Purpose of the Agreement

The purpose of this Agreement is to provide the terms and conditions of the Program.

Article II: Terms of the Agreement

This Agreement will be in effect for a three-year term beginning October 1, 2023, and expiring September 30, 2026. This agreement may be terminated by either party upon thirty days' written notice or immediately upon written notice by either party if termination is due to unavailability or failure to budget funds by either party.

Unless otherwise stated herein, any notice under this Agreement shall be in writing and directed to the following individuals:

To City: Kenneth R. Williams, City Manager
 P.O. Box 3827
 Beaumont, Texas 77704
 409-880-3725
 Kenneth.williams@beauonttexas.gov

To District: Beaumont Independent School District
 Dr. Shannon Allen, Superintendent
 3395 Harrison Avenue
 Beaumont, Texas 77706
 409-617-5000
 spier@bmtisd.com

Article III: Obligation of District

District agrees to provide overall management and administration of the program and its employees, including documentation to support invoices submitted to the City.

District will provide training for all Crossing Guards in traffic directions as defined by the basic peace officer course curriculum established by the Commission on Law Enforcement Standards and Education.

Article IV: Obligation of City

The City agrees to compensate the District for half of all expenses related to the crossing guard program, not to exceed \$90,000 annually during the term of the agreement. The City will reimburse the District via a biannual invoice. The first invoice will be submitted by January 15 and due no later than February 15. The second invoice will be submitted by June 15 and due no later than July 15.

Article V: Indemnity

To the extent permitted by Texas law, the parties agree to hold harmless one another and to not be liable to the other party for any and all claims, causes of action, suits, damages, including but not limited to, lost profits, special, incidental, consequential or punitive damages, whether in tort, for breach of contract, breach of warranties, express or implied, or otherwise. Neither party warrants that any duties and obligations performed hereunder will be without defect or interruption. The parties agree to work cooperatively and to use best efforts to execute the Program.

Article VI: Venue & Applicable Law

The parties agree that the venue in any legal action brought pursuant to this agreement shall lie in Jefferson County, Texas. The validity of this agreement and its terms and provisions, as well as the rights and duties of the parties, shall be governed by the law of the State of Texas.

Article VII: Merger & Severability

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of school crossing guards, and supersedes any prior understanding or agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. No amendment, modification, or alteration of the terms of this Agreement will be binding on either party unless the same is in writing, dated subsequent to the date of this document, and is duly executed by an authorized person acting for the party against whom enforcement is sought. Should any clause become unenforceable due to illegality, it shall be stricken and the remainder of the agreement enforceable.


Article VIII: Intended Parties and Authority

There shall be no third-party beneficiaries with any rights whatsoever as to either party under this Agreement. Both parties acknowledge they have the legal authority to enter into this Agreement and commit to the terms herein, and the parties hereby agree to be bound by such terms.

This Agreement is effective on the date of the last signature obtained below.

AGREED:

City of Beaumont

By: 

Date: 8-23-23

AGREED:

Beaumont ISD

By: _____

Date: _____



Board Exhibit Cover Sheet

Meeting Date: September 21, 2023

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

Agenda Item Title: Consider approval of an Instructional Continuity Stipend be added to the Compensation Plan for the 2023-2024 school year

Cabinet Level Presenter(s): Derwin Samuels, Jr., Executive Director of Human Resources

Additional Presenter(s): Anetra Cheatham, Assistant Superintendent of Secondary Administration

Executive Summary: The nationwide shortage of high-quality certified teachers places a strain on the District's ability to consistently provide quality instructional continuity in classrooms where vacancies or long-term absences of teachers exist. To strategically address this issue, Administration would like to utilize a high-quality teacher, with a track record of success, to provide core content instruction in a larger group setting with support from non-certified staff. The teacher will continue to handle the normal responsibilities of the classroom which includes, lesson planning, classroom management, etc. Additionally, the teacher may provide instruction, via a virtual learning platform, for two or more classes of students at one time in the same core content area. Classroom management support will be provided. To compensate the teacher for the additional duties, a \$5000 stipend per semester will be provided if all obligations are met.

Recommendation: Approve the addition of a \$5000 Instructional Continuity Stipend to the Compensation Plan for the 2023-2024 school year

Budget Impact* (if applicable): N/A

Funding Source (if applicable): Title I, School Improvement Fund or Campus Local 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

Derwin Samuels, Jr.
Cabinet Level Presenter's Signature

9/14/2023
Date

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

9/18/2023
Date

General Counsel's Signature

Date



Board Exhibit Cover Sheet

Meeting Date: September 21, 2023

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

Agenda Item Title: District Instructional Material Adoption Committee

Cabinet Level Presenter(s): Dr. Anita Frank

Additional Presenter(s): Jenny Angelo & Brandi Phillips

Executive Summary: As mandated by the State Board of Education, BISD will participate this year in the adoption of instructional materials for Science, Social Studies, Tech Apps, Career Development, CTE. The selection process will occur during the 2023-2024 school year. The adoption of materials under Proclamation 2024 is scheduled to occur in the fall of 2024. The adopted materials are scheduled to go into classrooms in the 2024-2025 school year.

Recommendation: The Board approves the members of the District IMA Committee.

Budget Impact* (if applicable): Materials will be funded through IMA funds.

Funding Source (if applicable): N/A

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

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

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

Anita Frank

Cabinet Level Presenter's Signature

September 14, 2023

Date

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

Date

General Counsel's Signature

Date



Proclamation 2024

Science, Social Studies, Tech Apps, Career Development, CTE

Textbook Committee Recommendations:

Administration Level Committee

Campus Level Committee

Administration Level Committee

Location	Committee Member	Position
Central Office	Dr. Anita Frank	Associate Superintendent of Elementary Administration
Central Office	Anetra Cheatham	Assistant Superintendent of Secondary Administration
Central Office	Toni McPherson	Director of Information Systems and Technology
Central Office	Darren Frederick	IT Supervisor/Programmer
Central Office	Karol Allen	Instructional Technologist
Central Office	Brandi Phillips	District Coordinator for Instructional Materials
Admin. Annex	Jenny Angelo	Executive Director of Curriculum and Instruction
Admin. Annex	D'Lana Barbay	Director of Federal Programs
Admin. Annex	Denise Shaffer	Instructional Technology District Coordinator
Admin. Annex	Elaine Schumacher	Coordinator of Technology Support
Admin. Annex	Matthew Shipman	Coordinator of Elementary and Secondary Science
Admin. Annex	Mona Bodle	Coordinator of Social Studies
Admin. Annex	Candace LeMasters	AP Coordinator
Admin. Annex	Blanca Jones	Bilingual/ESL/Foreign Languages Director
Admin. Annex	Jennifer Marlor	Coordinator of Bilingual/ESL



Admin. Annex	Dr. Grace Ruiz	Special Education Director (Beaumont United Feeder)
Admin. Annex	Tina Lee	Special Education Director (West Brook Feeder)
Admin. Annex	Richelle Brooks	Senior Director for Special Services
Career Center	Dr. Donna Prudhomme	Director of CTE
Career Center	Alicia Green	Coordinator of CTE
Career Center	Lachandra Cobb-Eaglin	STEM Coordinator
Career Center	Dr. Lori Threats	Career Center Principal
Planetarium	Sharon Rigsby	Planetarium Coordinator

Campus Level Committees

Science Committee

Campus	Science Grades K-5	Science Grades 6-8
Amelia	Michelle McInnis	N/A
Blanchette	Sebrina Winger	N/A
Caldwood	Manuel Rodriguez	N/A
Charlton Pollard	Pamela Young	N/A
Curtis	Sloane Albrecht and Christine Wofford	N/A
Dishman	TaMichael Bassett	N/A
Fletcher	Arely de la Torre Castillo	N/A
Guess	Kacy Ellis	N/A
Homer	Keshia Hadnot	N/A
Marshall	N/A	Robert Ashabraner



Martin	Billye Ardoin	N/A
Odom	N/A	Amanda Boutte
Pathways	N/A	Robin Ceasar
Pietzsch MacArthur	Linda Fulton	Courtney Booker
Regina-Howell	Ana Cooper	N/A
Vincent	N/A	Jamison Malbrough
Beaumont United	High School Science	Janie Carr
Early College	High School Science	Tiffany Lincoln
West Brook	High School Science	Madison Bonsall

Social Studies Committee

Campus	Personal Financial Literacy and Economics
Beaumont United	Stacey Smith
Early College	Cheree Simon
West Brook	Heath Gerlufsen

Tech Apps Committee

Campus	Tech Apps K-5	Tech Apps 6-8
Amelia	Kristin Richardson	N/A
Caldwood	Sheri Remirez	N/A
Charlton Pollard	Collin Maxson	N/A
Curtis	Kathryn Smoak	N/A
Fletcher	Alba Portillo	N/A



Martin	Shareese Gobert	N/A
Marshall	N/A	Cedric Stoner
Odom	N/A	Lenora Malveaux
Vincent	N/A	Miyoshi Chaisson

Career Development and CTE Committee

Campus	Subchapter	Member Name(s)
Career Center	G. Education and Training	Lori Boyett
Career Center	I. Health Science	Keisha Kirkwood
Career Center	J. Hospitality and Tourism	Bettina Evans
Career Center	O. STEM	Shawn Clary
Beaumont United	G. Education and Training	Alecia Jackson
Beaumont United	I. Health Science	Rhonda Ruben
Beaumont United	J. Hospitality and Tourism	Stephanie Cane
Beaumont United	M. Law and Public Service	Kristan Wade
Beaumont United	O. STEM	Lisa Weber
West Brook	G. Education and Training	Kelsey Jozwiak
West Brook	I. Health Science	Tanya Johnson
West Brook	J. Hospitality and Tourism	Jacqueline Tucker
West Brook	M. Law and Public Service	Hope Harris Harrell
West Brook	O. STEM	Marko Johnson



Board Exhibit Cover Sheet

Meeting Date: September 21, 2023

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

Agenda Item Title: 2023-2024 T-TESS Certified Appraisers

Cabinet Level Presenter(s): Dr. Anita Frank

Additional Presenter(s):

Executive Summary: The District shall appraise teachers annually using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations. Each year the Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.

Recommendation: The Board approves the additional 2023-2024 T-TESS Certified Appraisers

Budget Impact* (if applicable): N/A

Funding Source (if applicable): N/A

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

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

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

Anita Frank

Cabinet Level Presenter's Signature

9/14/2023

Date

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

Date

General Counsel's Signature

Date



**Beaumont Independent School District
T-TESS Certified Appraisers
2023-2024**

Last Name	First Name	Certification Status	Certification Year
Bennett	Dalana	Certified	2023-2024
Bradford	Shonquail	Certified	2023-2024
Conner	Charlotte	Certified	2023-2024
Johnson	Kevin	Certified	2023-2024
Liedy	Betty	Certified	2023-2024
Lund	Angela	Certified	2023-2024
Smith	Angela	Certified	2023-2024

Explanations of September Budget Amendments

General Fund GF-3

- Record \$41,914 increase in Insurance Recovery revenue for total loss of Transportation Suburban.
- Record \$41,914 increase in Transportation Vehicles to replace totaled Suburban.
- Transfer \$50,000 from co-curricular vehicles to instructional CTE general supplies – Career & Technical Education (807).
- Transfer a total of \$1,665 from staff development & instructional leadership employee travel to instructional general supplies for Beaumont United Health & PE classes (funds were not allocated to the campus with original budget) – Physical & Health Ed (844).
- Increase for purchases orders carried forward from FY 2022-23 for items not yet received or services performed on projects in progress:
 - (Function 36) Fine Arts - \$10,464

SR-8

- Fund 263 Title III - Transfer funds to cover Brain Pop Program.

SR-9

- Fund 211.599 Title I 1003 School Improvement- Reallocating funds to cover Contractor cost for expenses for ML KING as aligned with campus TIP.

SR-10

- Fund 211.SAC School Action Fund Continuation- Transfers fund to cover ACE Model Stipend for Homer Drive Campus.

2023-2024 BUDGET AMENDMENT NUMBER GF-3

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Revenues</u>			
199.00.5745.00.000.00.000	50,000	41,914	91,914
Total Revenues		(41,914)	
<u>Expenditures</u>			
199.34.6631.61.920.99.000	-	41,914	41,914
199.36.6631.52.807.99.000	50,000	(50,000)	-
199.11.6399.52.807.22.000	27,791	50,000	77,791
199.21.6411.48.844.99.000	2,100	(915)	1,185
199.13.6411.48.844.99.000	2,000	(750)	1,250
199.11.6399.48.014.11.286	385	1,215	1,600
199.11.6399.48.014.11.247	300	450	750
199.36.6249.42.849.99.000	15,107	1,565	16,672
199.36.6399.42.849.99.000	24,958	8,899	33,857
Total Expenditures		<u>52,378</u>	
Net Change in the General Fund Budget		<u>(10,464)</u>	
<hr/> <hr/>			
2023-2024 BUDGET CHANGE			
Total Revenues/Other Sources	172,137,722	(41,914)	172,179,636
Total Expenditures	<u>178,113,185</u>	<u>52,378</u>	<u>178,165,563</u>
2023-2024 Adjusted	(5,975,463)	(10,464)	(5,985,927)

2023-2024 BUDGET AMENDMENT NUMBER SR-8

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Instruction</u>			
263.11.6399.00.809.25.000	141,034	(2,000)	139,034
<u>Curriculum Development & Inst</u>			
263.13.6299.00.809.25.000	20,080	2,000	22,080
Net (Increase) TITLE III PART A		<u><u>-</u></u>	

2023-2024 BUDGET CHANGE

Total Revenues/Other Sources	264,280	-	264,280
Total Expenditures	<u>264,280</u>	-	<u>264,280</u>
2023-2024 Adjusted	-	-	-

2023-2024 BUDGET AMENDMENT NUMBER SR-9

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Instruction</u>			
211.11.6395.00.014.30.599	55,380	(13,000)	42,380
211.11.6118.00.014.30.599	12,611	(9,500)	3,111
<u>Instructional Leadership</u>			
211.21.6299.00.014.30.599	22,500	22,500	-
Net (Increase) TITLE III PART A		<u><u>-</u></u>	

2023-2024 BUDGET CHANGE

Total Revenues/Other Sources	172,000	-	172,000
Total Expenditures	<u>172,000</u>	-	<u>172,000</u>
2023-2024 Adjusted	-	-	-

2023-2024 BUDGET AMENDMENT NUMBER SR-10

	<u>Current Budget</u>	<u>Change</u>	<u>Amended Budget</u>
<u>Instruction</u>			
211.11.6118.00.123.99.SAC	188,529	22,029	210,558
211.11.6141.00.123.99.SAC	2,712	203	2,915
211.11.6146.00.123.99.SAC	22,260	4,355	26,615
<u>Curriculum Development</u>			
211.13.6117.00.123.99.SAC	20,520	240	20,280
211.13.6118.00.123.99.SAC	30,851	(22,269)	8,582
211.13.6141.00.123.99.SAC	863	(203)	660
211.13.6146.00.123.99.SAC	7,902	(4,355)	3,547
		<hr/>	
Net (Increase) Title I School Action Continuation		<hr/> <hr/>	

2023-2024 BUDGET CHANGE

Total Revenues/Other Sources	750,000	-	750,000
Total Expenditures	<u>750,000</u>	-	<u>750,000</u>
 2023-2024 Adjusted	 -	 -	 -



Board Exhibit Cover Sheet

Meeting Date: September 21, 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): Derwin Samuels, Toni McPherson, Richelle Brooks, Brandi Phillips, Peggy Haynes

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): Federal Funds: \$1,166,482.08
IMA Fund: \$74,385.00
State Grant Funds: \$765,976.00

Funding Source (if applicable): Federal Funds, IMA Fund, State Grant 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

Federal Funds

Teach Upbeat	Human Resources (255)	Customized survey creation, management, and data disaggregation.	CTPA #FB2019	\$115,650.00
Gaggle	Information Technology (289)	Yearly subscription to safety platform to assist with self-harm and bullying.	BuyBoard #661-22	\$108,000.00
School Mint	Office of Innovations (255)	Additional licenses for classroom and teacher feedback platform in the amount of \$31,449.13. Original purchase was approved at July, 2023 Board meeting in the amount of \$75,078.00.	CTPA #22-302	\$106,527.13
Renaissance Learning	Curriculum (211)	Yearly subscription to Accelerated Reader 360 and Star 360 for 15 campuses.	BuyBoard #653-21	\$141,473.55
Renaissance Learning	Curriculum (211)	Yearly subscription to MyON for 17 campuses.	BuyBoard #653-21	\$154,831.40
TheraSpace	Special Services (224)	Speech Language Pathology services.	RFP 24.05	Not to Exceed \$540,000.00
Total				\$1,166,482.08

IMA Fund

iCEV Multimedia	Instructional Materials Allotment (410)	Yearly renewal of CTE curriculum licenses for instructors and students.	Region V #20221007	\$74,385.00
Total				\$74,385.00

State Grant Funds

B3 Interpreting Services	Regional Day School Program for the Deaf (446)	Sign Language interpreting services.	RFP 24.01	Not to Exceed \$50,000.00
Dragonfly Interpreting Services	Regional Day School Program for the Deaf (446)	Sign Language interpreting services.	RFP 24.01	Not to Exceed \$240,000.00
A-1 Maida Fence	Maintenance & Operations (429)	Security gates for Caldwood, Dishman, Guess, Martin, Regina Howell, Amelia and Jones Clark Elementary Schools	RFP 22.11	\$312,979.00
A-1 Maida Fence	Maintenance & Operations (429)	Security Gate for West Brook High School. Reclassification of funding source from General Fund to State Grant Funds. Previously approved at the July, 2023 Board Meeting.	RFP 22.11	\$162,997.00
Total				\$765,976.00

Teach Upbeat, LLC
 390 Clinton Street, Floor 1
 Brooklyn, NY 11231 US
 +1 3015184918
 henry@teachupbeat.com
 www.teachupbeat.com



INVOICE

BILL TO

Derwin Samuels
 Executive Director of Human
 Resources
 Beaumont Independent School
 District
 3395 Harrison Avenue
 Beaumont, TX 77706

INVOICE # 1274
DATE 08/09/2023
DUE DATE 09/08/2023
TERMS Net 30

DESCRIPTION	QTY	RATE	AMOUNT
Educational Services:Engagement Survey for Instructional Staff - SY23-24 Engagement Survey for Instructional Staff - SY23-24: Two survey administrations during the 2023-24 school year and reports that measure teacher engagement across the district and at each school, as well as a subscription to Upbeat’s website through which products and services are provided. Subscription includes: Unlimited access to Upbeat toolkits; 30-minute consultation with each principal during both fall and spring survey administrations (total coaching of 27 hours of individual principal coaching); Principal access to Upbeat leadership coaches for two months after consultation for implementation support; Five hours of district consultations per survey administration.	27	3,000.00	81,000.00
Educational Services:Engagement Survey for Non-Instructional Staff - SY 23-24 Engagement Survey for Non-Instructional Staff - SY23-24: Two survey administrations to all non-instructional staff in the district during the 2023-24 school year. Subscription includes: English and Spanish Version; 30 minutes of virtual consultation to review results per survey administration; 30 minutes to review and action plan with each department leader per survey administration.	1,200	20.00	24,000.00
Educational Services:Exit Survey for Instructional Staff SY23-24 Exit Survey for Instructional Staff SY23-24: Exit survey to be given to all departing teachers during the 2023-24 school year. Subscription includes: Exit survey deployment to any teacher leaving the district over the course of the year; Continued access to Upbeat Exit Reporting throughout the school year to review results; Two hours of consulting to review and action plan based on exit survey reports.	27	500.00	13,500.00
Educational Services:Exit Survey for Non-Instructional Staff SY23-24 Exit Survey for Non-Instructional Staff SY23-24: Exit survey to be given to all departing non-instructional employees during the 2023-24 school year. Subscription includes: Exit survey deployment to any non-instructional staff	1,200	10.00	12,000.00

DESCRIPTION	QTY	RATE	AMOUNT
member leaving the district over the course of the year; Continued access to Upbeat Exit Reporting throughout the school year to review results; Two hours of consulting to review and action plan based on exit survey reports.			
SY 2023-24			
		SUBTOTAL	130,500.00
*Discount of 10% on total services plus additional 15% on Non-Instructional Exit Survey		DISCOUNT	-14,850.00
		TOTAL	115,650.00
		BALANCE DUE	\$115,650.00

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:	Gaggle	Quote Total:	\$ 108,000.00
Summary:	This is a renewal for Gaggle services that monitors our student's Google Drive and Gmail Accounts and Microsoft Drive Accounts to protect them from self-harm and cyberbullying. It is a 24/7/365 always-on service that has real-time alerts by both machine algorithm and human beings.		
Vendor Name:	CDW - GoGuardian	Quote Total:	\$ 116,766.96
Summary:	This quote is for a GoGuardian service that monitors internet browsing for both staff and students. It is also an always-on service and triggers alerts but is not monitored by an outside service of personnel resources.		
Vendor Name:	CDW - Managed Methods	Quote Total:	\$ 49,800.00
Summary:	This quote is for Managed Methods which is a service that focuses on cloud security. It is oriented around threat protection, data loss prevention, and user account governance		

Vendor Selected: _____ Gaggle _____

Selection Justification: In an effort to continue our focus on behavioral risks, cyberbullying and student safety, we believe Gaggle is the best tool to work in tandem with systems the district already has in place. It has been proven in our current implementation that Gaggle has curbed student behaviors like self-harm and cyberbullying through 24/7 monitoring. Purchase is funded by: Title IV

Name of Person Completing this Form: _____ Toni McPherson _____

Signature: _____  _____

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



Gaggle.Net, Inc.
5050 Quorum Drive, Suite 700
Dallas, TX 75254
800-288-7750
www.gaggle.net

CONTRACT FOR SERVICES

Contract Number: Q-119742

This contract by and between Gaggle.Net, Inc. (Gaggle) and Beaumont Independent School District - Beaumont TX (Customer) for good and valuable consideration as set forth hereby agree and contract as follows:

1. Services Provided by Gaggle

Gaggle shall provide the Customer with services pursuant to the purchasing arrangement for the duration of the contract term unless the service changes. In the event of change of services, the terms of this agreement remain the same however pricing may vary. Gaggle will notify the Customer of any resulting changes in pricing prior to increase and service change.

2. Contract Term Service

Commencement Date: 10/1/2023
Service End Date: 9/30/2024
Contract End Date: 9/30/2024

3. Services and Payment

Full annual payment is due and payable upon receipt of invoice. Invoices outstanding for over 60 days are subject to a 1% late payment penalty. Customer is responsible for any and all taxes associated with services. If Customer wishes to begin installation before the contract term start date, Customer may be required to pay a pro-rated cost for early started services. Gaggle will notify the Customer of any charges prior to the early commencement of services.

This agreement provides for fixed pricing over the term of contract. The parties recognize that the number of accounts may vary over the term of the contract. No amendment to pricing shall take place unless the number of active accounts varies by more than 20% from the original contract numbers.

Pricing described in this contract may be reviewed and adjusted annually to reflect changes in the Producer Price Index published by the United States Bureau of Labor Statistics.

4. Incorporation by Reference

Upon the commencement of service; Gaggle's applicable Quote, Invoice, Terms of Service, Service Level Agreement, Privacy Policy, Student Data Privacy Notice, along with future engagements, additional products, and renewals of service; are hereby acknowledged and incorporated by reference.

We respectfully require a signed contract on file before the start of any services.

NOTE: BuyBoard Contract #661-22

Authorized Representative of Gaggle

Authorized Representative for Beaumont
Independent School District - Beaumont TX

Date

Date

Gaggle Quote Number: Q-119742

DESCRIPTION	LINK	NOTES	QUANTITY	UNIT PRICE	DISCOUNT	NET UNIT PRICE	NET TOTAL
Gaggle Safety Management - Google - Student	Learn More	Email and Drive	18,000	\$6.00	\$1.00	\$5.00	\$90,000.00
Gaggle Safety Management - Dual Drive - Student	Learn More	O365 OneDrive	18,000	\$1.00	\$0.00	\$1.00	\$18,000.00
SpeakUp for Safety - Google	Learn More		18,000	\$1.00	\$1.00	\$0.00	\$0.00
TOTAL:							\$108,000.00



Q-07121

Expires on:
9/21/2023

SchoolMint Inc.
319 Monroe Street
Lafayette, LA 70501
info@schoolmint.com

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.

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.

Year 1

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
Year 1 TOTAL:			\$27,434.00

Prorated (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
Prorated (7/1/24 - 8/23/24) TOTAL:			\$4,015.13

Net Total: **\$31,449.13**



Q-07140

Expires on:
8/31/2023

SchoolMint Inc.
319 Monroe Street
Lafayette, LA 70501
info@schoolmint.com

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 8/24/2023 until 8/23/2024.

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.

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

PRODUCT NAME	DESCRIPTION	QTY	EXTENDED
Grow Video Hub	Hosted video hub	873	\$13,095.00
8/24/23 - 8/23/24 TOTAL:			\$75,078.00
Net Total:			\$75,078.00

PO Box 8036, Wisconsin Rapids, WI 54495-8036
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Beaumont Independent School District - 234989
 3395 Harrison Ave
 Beaumont, TX 77706-5009
 Contact: Jenny Angelo - (409) 617-5000
 Email: jangelo@bmtisd.com

Reference ID: 626729

Quote Summary

School Count: 15

Renaissance Products & Services Total	\$150,594.40
Applied Discounts	\$(9,120.85)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$141,473.55

This quote includes: Renaissance Accelerated Reader 360 and Renaissance Star 360.

To receive applicable discounts, all orders included on this quote must be received at the same time

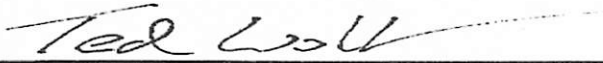
By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context; and,
- consents on behalf of parents/legal guardians to the collection, use, and disclosure of the personal information of children under the age of 13 with respect to use of the Renaissance Products and Services, as described in Renaissance's Children's Online Privacy Notice <https://docs.renaissance.com/R63871>

To accept this offer and place an order, [please sign and return this Quote](#).

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date) If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Beaumont Independent School District - 234989
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 8/30/2023	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Terra Smith at (214)764-3889, Thank You.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
 www.renaissance.com

Quote Details

Beaumont Independent School District - 234989

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Data Integration Services					
Custom Data Integration Level 4 Maintenance	11/01/2023 - 10/31/2024	1	\$3,125.00	\$0.00	\$3,125.00
Beaumont Independent School District Total				\$0.00	\$3,125.00

Amelia Elementary School - 235010

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader 360 Subscription	11/01/2023 - 10/31/2024	470	\$10.35	\$(390.10)	\$4,474.40
Star 360 Subscription	11/01/2023 - 10/31/2024	50	\$14.89	\$(30.00)	\$714.50
Platform Services					
Annual All Product Renaissance Platform	11/01/2023 - 10/31/2024	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Amelia Elementary School Total				\$(420.10)	\$5,938.90

Blanchette Elementary School - 234967

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader 360 Subscription	11/01/2023 - 10/31/2024	550	\$10.35	\$(456.50)	\$5,236.00
Star 360 Subscription	11/01/2023 - 10/31/2024	50	\$14.89	\$(30.00)	\$714.50
Platform Services					
Annual All Product Renaissance Platform	11/01/2023 - 10/31/2024	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Blanchette Elementary School Total				\$(486.50)	\$6,700.50

Caldwood Elementary School - 234990

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					

PO Box 8036, Wisconsin Rapids, WI 54495-8036
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Accelerated Reader 360 Subscription	11/01/2023 - 10/31/2024	520	\$10.35	\$(431.60)	\$4,950.40
Star 360 Subscription	11/01/2023 - 10/31/2024	50	\$14.89	\$(30.00)	\$714.50
Platform Services					
Annual All Product Renaissance Platform	11/01/2023 - 10/31/2024	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Caldwood Elementary School Total				\$(461.60)	\$6,414.90

Charlton-Pollard Elementary School - 234903

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader 360 Subscription	11/01/2023 - 10/31/2024	480	\$10.35	\$(398.40)	\$4,569.60
Star 360 Subscription	11/01/2023 - 10/31/2024	50	\$14.89	\$(30.00)	\$714.50
Platform Services					
Annual All Product Renaissance Platform	11/01/2023 - 10/31/2024	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Charlton-Pollard Elementary School Total				\$(428.40)	\$6,034.10

Dishman Elementary School - 235007

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader 360 Subscription	11/01/2023 - 10/31/2024	460	\$10.35	\$(381.80)	\$4,379.20
Star 360 Subscription	11/01/2023 - 10/31/2024	50	\$14.89	\$(30.00)	\$714.50
Platform Services					
Annual All Product Renaissance Platform	11/01/2023 - 10/31/2024	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Dishman Elementary School Total				\$(411.80)	\$5,843.70

Fletcher Elementary School - 234891

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					

Renaissance

Quote
3020998

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Accelerated Reader 360 Subscription	11/01/2023 - 10/31/2024	425	\$10.35	\$(352.75)	\$4,046.00
Star 360 Subscription	11/01/2023 - 10/31/2024	50	\$14.89	\$(30.00)	\$714.50
Platform Services					
Annual All Product Renaissance Platform	11/01/2023 - 10/31/2024	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Fletcher Elementary School Total				\$(382.75)	\$5,510.50

Homer Drive Elementary School - 235018

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader 360 Subscription	11/01/2023 - 10/31/2024	420	\$10.35	\$(348.60)	\$3,998.40
Star 360 Subscription	11/01/2023 - 10/31/2024	50	\$14.89	\$(30.00)	\$714.50
Platform Services					
Annual All Product Renaissance Platform	11/01/2023 - 10/31/2024	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Homer Drive Elementary School Total				\$(378.60)	\$5,462.90

Marshall Middle School - 234987

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader 360 Subscription	11/01/2023 - 10/31/2024	690	\$10.35	\$(727.70)	\$6,568.80
Star 360 Subscription	11/01/2023 - 10/31/2024	700	\$14.89	\$(420.00)	\$10,003.00
Platform Services					
Annual All Product Renaissance Platform	11/01/2023 - 10/31/2024	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Marshall Middle School Total				\$(992.70)	\$17,321.80

Martin Elementary School - 234943

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					

Renaissance

Quote
3020998

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Accelerated Reader 360 Subscription	11/01/2023 - 10/31/2024	500	\$10.35	\$(415.00)	\$4,760.00
Star 360 Subscription	11/01/2023 - 10/31/2024	50	\$14.89	\$(30.00)	\$714.50
Platform Services					
Annual All Product Renaissance Platform	11/01/2023 - 10/31/2024	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Martin Elementary School Total				\$(445.00)	\$6,224.50

Odom Academy - 234969					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader 360 Subscription	11/01/2023 - 10/31/2024	800	\$10.35	\$(664.00)	\$7,616.00
Star 360 Subscription	11/01/2023 - 10/31/2024	800	\$14.89	\$(480.00)	\$11,432.00
Platform Services					
Annual All Product Renaissance Platform	11/01/2023 - 10/31/2024	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Odom Academy Total				\$(1,144.00)	\$19,798.00

Pietzsch-MacArthur Elementary School - 234976					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader 360 Subscription	11/01/2023 - 10/31/2024	930	\$10.35	\$(771.90)	\$8,853.60
Star 360 Subscription	11/01/2023 - 10/31/2024	360	\$14.89	\$(216.00)	\$5,144.40
Platform Services					
Annual All Product Renaissance Platform	11/01/2023 - 10/31/2024	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Pietzsch-MacArthur Elementary School Total				\$(987.90)	\$14,748.00

Regina-Howell Elementary School - 234998					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					

Renaissance

Quote
3020998

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Accelerated Reader 360 Subscription	11/01/2023 - 10/31/2024	675	\$10.35	\$(560.25)	\$6,426.00
Star 360 Subscription	11/01/2023 - 10/31/2024	50	\$14.89	\$(30.00)	\$714.50
Platform Services					
Annual All Product Renaissance Platform	11/01/2023 - 10/31/2024	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Regina-Howell Elementary School Total				\$(590.25)	\$7,890.50

Roy Guess Elementary School - 235015					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader 360 Subscription	11/01/2023 - 10/31/2024	670	\$10.35	\$(556.10)	\$6,378.40
Star 360 Subscription	11/01/2023 - 10/31/2024	50	\$14.89	\$(30.00)	\$714.50
Platform Services					
Annual All Product Renaissance Platform	11/01/2023 - 10/31/2024	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Roy Guess Elementary School Total				\$(586.10)	\$7,842.90

Sallie Curtis Elementary School - 235002					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader 360 Subscription	11/01/2023 - 10/31/2024	575	\$10.35	\$(477.25)	\$5,474.00
Star 360 Subscription	11/01/2023 - 10/31/2024	50	\$14.89	\$(30.00)	\$714.50
Platform Services					
Annual All Product Renaissance Platform	11/01/2023 - 10/31/2024	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Sallie Curtis Elementary School Total				\$(507.25)	\$6,938.50

Vincent Middle School - 235009					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					

Renaissance

Quote
3020998

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Accelerated Reader 360 Subscription	11/01/2023 - 10/31/2024	630	\$10.35	\$(522.90)	\$5,997.60
Star 360 Subscription	11/01/2023 - 10/31/2024	625	\$14.89	\$(375.00)	\$8,931.25
Platform Services					
Annual All Product Renaissance Platform	11/01/2023 - 10/31/2024	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Vincent Middle School Total				\$(897.90)	\$15,678.85

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Beaumont Independent School District - 234989

Reference ID: 626728

3395 Harrison Ave
 Beaumont, TX 77706-5009
 Contact: Jenny Angelo - (409) 617-5000
 Email: jangelo@bmtisd.com

Quote Summary	
School Count: 17	
Renaissance Products & Services Total	\$156,513.50
Applied Discounts	\$(1,682.10)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$154,831.40

This quote includes: myON.

To receive applicable discounts, all orders included on this quote must be received at the same time.

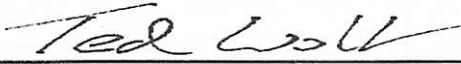
By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KIMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context; and,
- consents on behalf of parents/legal guardians to the collection, use, and disclosure of the personal information of children under the age of 13 with respect to use of the Renaissance Products and Services, as described in Renaissance's Children's Online Privacy Notice <https://docs.renaissance.com/R63871>

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Beaumont Independent School District - 234989
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 8/30/2023	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Terra Smith at (214)764-3889 or Linda Bessmer at (713)581-8694 linda@muses3.com or Carl Franklin at (713)581-8694 carl@muses3.com, Thank You.

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Quote Details

Amelia Elementary School - 235010

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Tier 2	10/01/2023 - 09/30/2024	1	\$7,445.00	\$0.00	\$7,445.00
Little, Brown: Matt Christopher Sports add-on Publisher	10/01/2023 - 09/30/2024	1	\$228.00	\$0.00	\$228.00
Candlewick Press: Upper Elementary add-on Publisher	10/01/2023 - 09/30/2024	1	\$310.00	\$0.00	\$310.00
myON Classics for MS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Amelia Elementary School Total				\$0.00	\$7,983.00

Beaumont ISD Westbrook Senior High - 235006

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Tier 2	10/01/2023 - 09/30/2024	1	\$7,445.00	\$0.00	\$7,445.00
Saddleback Books: With Audio Support add-on Publisher	10/01/2023 - 09/30/2024	1	\$1,163.00	\$0.00	\$1,163.00
Little, Brown: MS add-on Publisher	10/01/2023 - 09/30/2024	1	\$448.00	\$0.00	\$448.00
Little, Brown: James Patterson add-on Publisher	10/01/2023 - 09/30/2024	1	\$121.00	\$0.00	\$121.00
Lerner: Middle School add-on Publisher	10/01/2023 - 09/30/2024	1	\$308.00	\$0.00	\$308.00
myON Classics for MS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
myON Classics - Spanish	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
Shout Mouse Press: Secondary add-on Publisher	10/01/2023 - 09/30/2024	1	\$204.00	\$0.00	\$204.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Beaumont ISD Westbrook Senior High Total				\$0.00	\$9,689.00

Beaumont United High School - 234973

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Tier 2	10/01/2023 - 09/30/2024	1	\$7,445.00	\$0.00	\$7,445.00

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Quote
 # 3020986

Saddleback Books: With Audio Support add-on Publisher	10/01/2023 - 09/30/2024	1	\$1,163.00	\$0.00	\$1,163.00
Little, Brown: MS add-on Publisher	10/01/2023 - 09/30/2024	1	\$448.00	\$0.00	\$448.00
Little, Brown: James Patterson add-on Publisher	10/01/2023 - 09/30/2024	1	\$121.00	\$0.00	\$121.00
Lerner: Middle School add-on Publisher	10/01/2023 - 09/30/2024	1	\$308.00	\$0.00	\$308.00
myON Classics for MS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
myON Classics - Spanish	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
Shout Mouse Press: Secondary add-on Publisher	10/01/2023 - 09/30/2024	1	\$204.00	\$0.00	\$204.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Beaumont United High School Total				\$0.00	\$9,689.00

Blanchette Elementary School - 234967

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Student Subscription	10/01/2023 - 09/30/2024	565	\$15.75	\$(355.95)	\$8,542.80
Little, Brown: Matt Christopher Sports add-on Publisher	10/01/2023 - 09/30/2024	1	\$228.00	\$0.00	\$228.00
Candlewick Press: Upper Elementary add-on Publisher	10/01/2023 - 09/30/2024	1	\$310.00	\$0.00	\$310.00
myON Classics for MS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Blanchette Elementary School Total				\$(355.95)	\$9,080.80

Caldwood Elementary School - 234990

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Tier 2	10/01/2023 - 09/30/2024	1	\$7,445.00	\$0.00	\$7,445.00
Little, Brown: Matt Christopher Sports add-on Publisher	10/01/2023 - 09/30/2024	1	\$228.00	\$0.00	\$228.00
Candlewick Press: Upper Elementary add-on Publisher	10/01/2023 - 09/30/2024	1	\$310.00	\$0.00	\$310.00
myON Classics for MS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00

Caldwood Elementary School Total	\$0.00	\$7,983.00
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Charlton-Pollard Elementary School - 234903

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Student Subscription	10/01/2023 - 09/30/2024	515	\$15.75	\$(324.45)	\$7,786.80
Little, Brown: Matt Christopher Sports add-on Publisher	10/01/2023 - 09/30/2024	1	\$228.00	\$0.00	\$228.00
Candlewick Press: Upper Elementary add-on Publisher	10/01/2023 - 09/30/2024	1	\$310.00	\$0.00	\$310.00
myON Classics for MS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Charlton-Pollard Elementary School Total				\$(324.45)	\$8,324.80

Dishman Elementary School - 235007

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Tier 2	10/01/2023 - 09/30/2024	1	\$7,445.00	\$0.00	\$7,445.00
Little, Brown: Matt Christopher Sports add-on Publisher	10/01/2023 - 09/30/2024	1	\$228.00	\$0.00	\$228.00
Candlewick Press: Upper Elementary add-on Publisher	10/01/2023 - 09/30/2024	1	\$310.00	\$0.00	\$310.00
myON Classics for MS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Dishman Elementary School Total				\$0.00	\$7,983.00

Fletcher Elementary School - 234891

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Tier 2	10/01/2023 - 09/30/2024	1	\$7,445.00	\$0.00	\$7,445.00
Little, Brown: Matt Christopher Sports add-on Publisher	10/01/2023 - 09/30/2024	1	\$228.00	\$0.00	\$228.00
Candlewick Press: Upper Elementary add-on Publisher	10/01/2023 - 09/30/2024	1	\$310.00	\$0.00	\$310.00
myON Classics for MS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
Professional Services					

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Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Fletcher Elementary School Total				\$0.00	\$7,983.00

Homer Drive Elementary School - 235018

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Tier 2	10/01/2023 - 09/30/2024	1	\$7,445.00	\$0.00	\$7,445.00
Little, Brown: Matt Christopher Sports add-on Publisher	10/01/2023 - 09/30/2024	1	\$228.00	\$0.00	\$228.00
Candlewick Press: Upper Elementary add-on Publisher	10/01/2023 - 09/30/2024	1	\$310.00	\$0.00	\$310.00
myON Classics for MS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Homer Drive Elementary School Total				\$0.00	\$7,983.00

Marshall Middle School - 234987

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Tier 2	10/01/2023 - 09/30/2024	1	\$7,445.00	\$0.00	\$7,445.00
Saddleback Books: With Audio Support add-on Publisher	10/01/2023 - 09/30/2024	1	\$1,163.00	\$0.00	\$1,163.00
Little, Brown: MS add-on Publisher	10/01/2023 - 09/30/2024	1	\$448.00	\$0.00	\$448.00
Little, Brown: James Patterson add-on Publisher	10/01/2023 - 09/30/2024	1	\$121.00	\$0.00	\$121.00
Lerner: Middle School add-on Publisher	10/01/2023 - 09/30/2024	1	\$308.00	\$0.00	\$308.00
myON Classics for MS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
myON Classics - Spanish	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
Shout Mouse Press: Secondary add-on Publisher	10/01/2023 - 09/30/2024	1	\$204.00	\$0.00	\$204.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Marshall Middle School Total				\$0.00	\$9,689.00

Martin Elementary School - 234943

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
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Quote
 # 3020986

Applications					
myON Student Subscription	10/01/2023 - 09/30/2024	490	\$15.75	\$(308.70)	\$7,408.80
Little, Brown: Matt Christopher Sports add-on Publisher	10/01/2023 - 09/30/2024	1	\$228.00	\$0.00	\$228.00
Candlewick Press: Upper Elementary add-on Publisher	10/01/2023 - 09/30/2024	1	\$310.00	\$0.00	\$310.00
myON Classics for MS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Martin Elementary School Total				\$(308.70)	\$7,946.80

Odom Academy - 234969					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Tier 2	10/01/2023 - 09/30/2024	1	\$7,445.00	\$0.00	\$7,445.00
Saddleback Books: With Audio Support add-on Publisher	10/01/2023 - 09/30/2024	1	\$1,163.00	\$0.00	\$1,163.00
Little, Brown: MS add-on Publisher	10/01/2023 - 09/30/2024	1	\$448.00	\$0.00	\$448.00
Little, Brown: James Patterson add-on Publisher	10/01/2023 - 09/30/2024	1	\$121.00	\$0.00	\$121.00
Lerner: Middle School add-on Publisher	10/01/2023 - 09/30/2024	1	\$308.00	\$0.00	\$308.00
myON Classics for MS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
myON Classics - Spanish	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
Shout Mouse Press: Secondary add-on Publisher	10/01/2023 - 09/30/2024	1	\$204.00	\$0.00	\$204.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Odom Academy Total				\$0.00	\$9,689.00

Pietzsch-MacArthur Elementary School - 234976					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Student Subscription	10/01/2023 - 09/30/2024	1,100	\$15.75	\$(693.00)	\$16,632.00
Little, Brown: Matt Christopher Sports add-on Publisher	10/01/2023 - 09/30/2024	1	\$228.00	\$0.00	\$228.00
Candlewick Press: Upper Elementary add-on Publisher	10/01/2023 - 09/30/2024	1	\$310.00	\$0.00	\$310.00
myON Classics for MS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00

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Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Pietsch-MacArthur Elementary School Total				\$(693.00)	\$17,170.00

Regina-Howell Elementary School - 234998					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Tier 2	10/01/2023 - 09/30/2024	1	\$7,445.00	\$0.00	\$7,445.00
Little, Brown: Matt Christopher Sports add-on Publisher	10/01/2023 - 09/30/2024	1	\$228.00	\$0.00	\$228.00
Candlewick Press: Upper Elementary add-on Publisher	10/01/2023 - 09/30/2024	1	\$310.00	\$0.00	\$310.00
myON Classics for MS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Regina-Howell Elementary School Total				\$0.00	\$7,983.00

Roy Guess Elementary School - 235015					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Tier 2	10/01/2023 - 09/30/2024	1	\$7,445.00	\$0.00	\$7,445.00
Little, Brown: Matt Christopher Sports add-on Publisher	10/01/2023 - 09/30/2024	1	\$228.00	\$0.00	\$228.00
Candlewick Press: Upper Elementary add-on Publisher	10/01/2023 - 09/30/2024	1	\$310.00	\$0.00	\$310.00
myON Classics for MS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Roy Guess Elementary School Total				\$0.00	\$7,983.00

Sallie Curtis Elementary School - 235002					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Tier 2	10/01/2023 - 09/30/2024	1	\$7,445.00	\$0.00	\$7,445.00
Little, Brown: Matt Christopher Sports add-on Publisher	10/01/2023 - 09/30/2024	1	\$228.00	\$0.00	\$228.00
Candlewick Press: Upper Elementary add-on Publisher	10/01/2023 - 09/30/2024	1	\$310.00	\$0.00	\$310.00

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myON Classics for MS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Sallie Curtis Elementary School Total				\$0.00	\$7,983.00

Vincent Middle School - 235009					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
myON Tier 2	10/01/2023 - 09/30/2024	1	\$7,445.00	\$0.00	\$7,445.00
Saddleback Books: With Audio Support add-on Publisher	10/01/2023 - 09/30/2024	1	\$1,163.00	\$0.00	\$1,163.00
Little, Brown: MS add-on Publisher	10/01/2023 - 09/30/2024	1	\$448.00	\$0.00	\$448.00
Little, Brown: James Patterson add-on Publisher	10/01/2023 - 09/30/2024	1	\$121.00	\$0.00	\$121.00
Lerner: Middle School add-on Publisher	10/01/2023 - 09/30/2024	1	\$308.00	\$0.00	\$308.00
myON Classics for MS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
myON Classics for HS	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
myON Classics - Spanish	10/01/2023 - 09/30/2024	1	\$0.00	\$0.00	\$0.00
Shout Mouse Press: Secondary add-on Publisher	10/01/2023 - 09/30/2024	1	\$204.00	\$0.00	\$204.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Vincent Middle School Total				\$0.00	\$9,689.00

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Quote: Q-26138
 Today's Date: 9/5/2023
 Start Date: 10/1/2023
 End Date: 9/30/2024

CEV Multimedia, LLC
 1020 SE Loop 289
 Lubbock, TX 79404
Phone 800/922-9965 * 806/745-8820
Fax 800/243-6398 * 806/745-5300
E-Mail customersupport@icevonline.com

BILL TO

Beaumont Independent School District
 PO Box 672, 3395 Harrison Ave
 Beaumont, Texas 77704

SHIP TO

Beaumont Independent
 School District
 Alicia Green
 agreen2@bmtisd.com

Purchase Order No.	Customer ID	Salesperson ID	Territory ID	Payment Terms
Pending	BEAU0004		iCEV-CTE	Net 30

Qty	Item #	Description	Term	Ext. Price
100	9781614593164	iCEV AGStudentLicense w/CertVchrs 100+Stdnt (1YR)	12	\$2,000.00
6	9781614592389	iCEV AGTeacherLicense (1YR,10+CTE)	12	\$3,150.00
150	9781614592112	iCEV ACTMStudentLicense (1YR)	12	\$1,500.00
3	9781614593263	iCEV ACTMTeacherLicense (1YR,10+CTE)	12	\$1,575.00
1,895	9781614592136	iCEV BMFIMStudentLicense (1YR)	12	\$18,950.00
21	9781614593638	iCEV BMFIMTeacherLicense (1YR,10+CTE)	12	\$11,025.00
480	9781614592211	iCEV CareertudentLicense (1YR)	12	\$4,800.00
6	9781614594376	iCEV CareerTeacherLicense (1YR,10+CTE)	12	\$3,150.00
770	9781614592235	iCEV FCSStudentLicense (1YR)	12	\$7,700.00
11	9781614594741	iCEV FCSTeacherLicense (1YR,10+CTE)	12	\$5,775.00
340	9781614592273	iCEV HealthStudentLicense (1YR)	12	\$3,400.00
4	9781614595113	iCEV HealthTeacherLicense (1YR,10+CTE)	12	\$2,100.00
378	9781614592297	iCEV LPCSStudentLicense (1YR)	12	\$3,780.00
4	9781614595489	iCEV LPCSTeacherLicense (1YR,10+CTE)	12	\$2,100.00
338	9781614592099	iCEV AGStudentLicense (1YR)	12	\$3,380.00
TOTAL:				\$74,385.00



Summary of New Fencing Projects

<u>Estimate #</u>	<u>Campus</u>	<u>Amount</u>
5852	Caldwood Elementary	\$ 25,997.00
5856	Dishman Elementary	\$ 52,997.00
5853	Guess Elementary	\$ 73,497.00
5854	Martin Elementary	\$ 34,197.00
5855	Regina Howell Elementary	\$ 31,997.00
5857	Amelia Elementary	\$ 63,297.00
5858	Jones Clark Elementary	\$ 30,997.00
	Total:	\$ 312,979.00

A-1 Maida Fence Company

4790 Washington Blvd.

Beaumont, TX 77707

(409)861-1144

(409)860-3841

Estimate

Date	Estimate #
9/5/2023	5852

Name / Address
Beaumont ISD Accounts Payable Department P.O. Box 672 Beaumont, TX 77704

Ship To
Caldwood Elem.

P.O. No.	Rep
	JW

Item	Description	Total
New Construct	400ft- 8ft black vinyl 6 gauge chain link 10- 3 inch ss40 terminal post 1- 4ft panic gate 1- 6ft walk gate 102ft on concrete	25,997.00

THANK YOU, Jason Wood	Subtotal	\$25,997.00
	Sales Tax (0.0%)	\$0.00
	Total	\$25,997.00

A-1 Maida Fence Company

Estimate

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

Date	Estimate #
9/5/2023	5856

Name / Address
Beaumont ISD Accounts Payable Department P.O. Box 672 Beaumont, TX 77704

Ship To
Dishman Elem

P.O. No.	Rep
	JW

Item	Description	Total
New Construct	950ft- 8ft 6 gauge black vinyl chain link 1- 4ft panic gate 1- 6ft panic gate 1- 5ft walk gate 12- 3inch ss40 terminal post 258ft- remove existing fence	52,997.00

THANK YOU, Jason Wood	Subtotal	\$52,997.00
	Sales Tax (0.0%)	\$0.00
	Total	\$52,997.00

A-1 Maida Fence Company

Estimate

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

Date	Estimate #
9/5/2023	5853

Name / Address
Beaumont ISD Accounts Payable Department P.O. Box 672 Beaumont, TX 77704

Ship To
Guess Elem.

P.O. No.	Rep
	JW

Item	Description	Total
New Construct	1300ft- 8ft 6 gauge black vinyl chain link 9- 3 inch ss40 terminal post 1- 10ft double gate 1- 4ft panic gate	73,497.00

THANK YOU,
Jason Wood

Subtotal	\$73,497.00
Sales Tax (0.0%)	\$0.00
Total	\$73,497.00

A-1 Maida Fence Company

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

Estimate

Date	Estimate #
9/5/2023	5854

Name / Address
Beaumont ISD Accounts Payable Department P.O. Box 672 Beaumont, TX 77704

Ship To
Martin Elem.

P.O. No.	Rep
	JW

Item	Description	Total
New Construct	625ft- 8ft 6 gauge black vinyl chain link 8- 3 inch terminal post 1- 5ft panic gate	34,197.00

THANK YOU,
Jason Wood

Subtotal	\$34,197.00
Sales Tax (0.0%)	\$0.00
Total	\$34,197.00

A-1 Maida Fence Company

Estimate

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

Date	Estimate #
9/5/2023	5855

Name / Address
Beaumont ISD Accounts Payable Department P.O. Box 672 Beaumont, TX 77704

Ship To
Regina Howell Elem.

P.O. No.	Rep
	JW

Item	Description	Total
New Construct	375ft- 8ft 6 gauge black vinyl chain link 11- 3 inch ss40 terminal post 2- 4 inch gate post 2- 4ft panic gates 1- 22ft double swing gate remove existing fence 300ft	31,997.00

THANK YOU,
Jason Wood

Subtotal	31,997.00
Sales Tax (0.0%)	\$0.00
Total	31,997.00

A-1 Maida Fence Company

Estimate

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

Date	Estimate #
9/5/2023	5857

Name / Address
Beaumont ISD Accounts Payable Department P.O. Box 672 Beaumont, TX 77704

Ship To
Amelia Elem

P.O. No.	Rep
	JW

Item	Description	Total
New Construct	1175ft- 8ft 6 gauge black vinyl chain link 14- 3inch ss40 terminal post 2- 5ft panic bar gates 1- 10ft double swing gate	63,297.00

THANK YOU, Jason Wood	Subtotal	\$63,297.00
	Sales Tax (0.0%)	\$0.00
	Total	\$63,297.00

A-1 Maida Fence Company

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

Estimate

Date	Estimate #
9/7/2023	5858

Name / Address
Beaumont ISD Accounts Payable Department P.O. Box 672 Beaumont, TX 77704

Ship To
Mae Jones Clark

P.O. No.	Rep
	JW

Item	Description	Total
New Construct	2400ft- install black bottom lock slats in existing fence	30,997.00

THANK YOU, Jason Wood	Subtotal	\$30,997.00
	Sales Tax (0.0%)	\$0.00
	Total	\$30,997.00

A-1 Maida Fence Company

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

Estimate

Date	Estimate #
7/12/2023	5746

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

Ship To
Westbrook

P.O. No.	Rep
	JW

Item	Description	Total
New Construct	2000ft- 8ft 6 gauge black chain link 2- 50ft double cantilever gate 1- 35ft double swing gate 2- panic bar walk gates 2000ft install black slats in existing 6ft black chain link 3 inch terminal post 2 3/8 line post 1 5/8 top rail brace and truss	162,997.00

THANK YOU, Jason Wood	Subtotal	\$162,997.00
	Sales Tax (0.0%)	\$0.00
	Total	\$162,997.00



Board Exhibit Cover Sheet

Meeting Date: September 17, 2023

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

Agenda Item Title: Ratify and Adopt a Resolution to Nominate Board Member to JCAD beginning January 1, 2024 through December 31, 2024.

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

Additional Presenter(s): None

Executive Summary: The county, cities, towns and school districts in each county appraisal district select new board members this fall. These new board members will serve a two-year term beginning January 1, 2024. It is the time for our board to make nominations to the Jefferson Central Board of Directors and submit the nominees in writing to Angela Bellard's office at the Jefferson Central Appraisal District by October 15, 2023. Each voting unit may nominate from one to five candidates. To be eligible for the appraisal district board, a person must reside in the appraisal district for at least two-years preceding the date that he or she takes office. Ms. Lauren Mason and Mr. Eugene Landry currently serve as members of the Board of Directors and have confirmed interest in continuing to serve. A resolution has been prepared for use in making any nominations.

Recommendation: Ratification and Approval of a Resolution for Beaumont ISD's Nomination for the Jefferson Central Appraisal District Board of Directors.


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

9/12/2023

Date

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

Date

General Counsel's Signature

Date

STATE OF TEXAS COUNTY OF
JEFFERSON
BEAUMONT INDEPENDENT SCHOOL DISTRICT

RESOLUTION

WHEREAS, _____ is a resident(s) of the Beaumont Independent School District, Beaumont, Jefferson County, Texas: and

WHEREAS, _____ ry is a person(s) duly qualified to serve as a Member of the Board of Directors of the Jefferson Central Appraisal District;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees, Beaumont Independent School District, that _____ are hereby nominated to serve as a member of the Board of Directors of the Jefferson Central Appraisal District for the period January 1, 2024 through December 31, 2024.

The foregoing resolution was ratified and adopted as a valid action of the Board of Trustees of Beaumont Independent School District at a duly noticed meeting of that body on September 21, 2023, at which a quorum was present and voting, said resolution to be effective the same day.

Tillie Hickman, President
Board of Trustees
Beaumont Independent School District

ATTEST:

Denise Wallace-Spooner, Secretary
Board of Trustees
Beaumont Independent School District



www.jcad.org

Jefferson Central Appraisal District

P.O. Box 21337
Beaumont, Texas 77720-1337

4610 S. Fourth St.
Beaumont, Texas 77705

Phone (409) 840-9944
(409) 727-4611
Fax (409) 727-5621

Chief Appraiser
Angela Bellard, RPA, RES, AAS

August 16, 2023

MEMBERS OF THE BOARD
Lauren Williams Mason, Chairperson
Dr. Louis Reed, Jr., Secretary
Allison Nathan Getz
Eugene Landry
Robert Thewman

Mr. Robert C Dunn, Sr
President, Board of Trustees
Beaumont ISD
P O Box 672
Beaumont TX 77704

Dear Mr. Dunn:

In accordance with Section 6.03(e) of the Property Tax Code, attached please find the voting entitlement for each taxing unit that is entitled to vote for the Board of Directors.

The terms of the current Board members expire on December 31, 2023. This election applies to the 2024 term only, since new legislation will change the composition of the Board of Directors effective July, 2024. The Board will now be comprised of five directors appointed by the taxing entities, the Tax Assessor-Collector serving as an ex-officio member, and three directors elected by the voters of Jefferson County.

If your entity would like to submit nominations for the Board of Directors, you must do so by resolution adopted by your governing body and file it with me prior to October 15. Before October 30, I will submit a ballot listing all of the nominees. Each entity will then cast its votes, again by resolution adopted by the governing body, and submit the resolution to me before December 15. ***Please be aware that new legislation added in 2021 requires any entity with at least 5 percent of the total votes to cast their votes at the first or second open meeting held after the ballot is submitted to you. Further, these entities must submit the resolution casting their votes to me no later than the third day after your governing body takes action.***

The conservation and reclamation districts nominated Lauren Williams Mason for the 2024 term of office. Mrs. Mason's name will be placed on the ballot along with the nominees submitted by the County, cities, and school districts. In the main election, the nominee who receives the majority of the votes cast by the conservation and reclamation districts will receive all of the votes cast by the special districts.

I have enclosed a copy of the calendar of events for the election of the Board of Directors. Please be aware that extensions for submitting your nominees and casting your votes cannot be granted.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Angela Bellard, RPA, RES
Chief Appraiser

pjb
Enclosures

c: Dr. Shannon Allen, Superintendent

ELECTION OF BOARD OF DIRECTORS

Calendar of Events as Revised by HB 988 (2021 session)

- Before October 1 Chief Appraiser calculates votes each entity is entitled to and delivers written notice to each taxing entity (with exception of conservation and reclamation districts).
- Before October 15 By resolution adopted by the governing body, each entity submits nomination to the Chief Appraiser (with exception of conservation and reclamation districts). An entity may submit a nomination for each of the five positions on the Board.
- Before October 30 Chief Appraiser prepares a ballot of candidates whose names were timely submitted and delivers a copy to the presiding officer of each entity entitled to vote. ***Any entity with at least 5% of the total votes must cast votes at the first or second open meeting held after chief appraiser delivers ballot and must submit resolution no later than third day after adoption.***
- Before December 15 Each entity determines its vote by resolution and submits it to the Chief Appraiser. An entity may cast all its votes for one candidate or distribute them among candidates.
- Before December 31 Chief Appraiser counts the votes, declares the five candidates who receive the largest vote totals as the winners, and submits the results to the taxing entities and the candidates

Should any deadline fall on a weekend or holiday, the deadline is extended to the next regular business day.

Revisions to Section 6.03 of the Property Tax Code no longer allow the Chief Appraiser to grant an extension for submitting nominees or casting votes.

JEFFERSON COUNTY APPRAISAL DISTRICT

**Voting Allocation for 2024 Board of Directors
Based on 2022 Tax Levies**

	<u>2022 Tax Levy</u>	<u>% of Total Tax Levy</u>	<u># of Votes</u>	<u>% of Votes</u>
Drainage District #6	\$23,427,868.62	3.45%	173	3.46%
Drainage District #7	\$33,779,670.10	4.98%	249	4.98%
Navigation and Waterways Dist	\$25,422,730.02	3.75%	187	3.74%
Port of Beaumont	\$12,373,766.90	1.82%	91	1.82%
Port of Port Arthur	\$13,295,431.20	1.96%	98	1.96%
Port of Sabine Pass	\$1,221,557.62	0.18%	9	0.18%
Trinity Bay Conservation Dist	\$34,951.62	0.01%	0	0.00%
WCID #10	\$1,195,288.97	0.18%	9	0.18%
SUBTOTAL C & R DISTRICTS:	\$110,751,265.05	16.32%	816	
Jefferson County	\$101,916,031.98	15.02%	751	15.02%
Beaumont ISD	\$150,787,117.31	22.22%	1,111	22.22%
Hamshire-Fannett ISD	\$12,348,122.44	1.82%	91	1.82%
Hardin Jefferson ISD	\$7,926,538.12	1.17%	58	1.16%
Nederland ISD	\$39,288,501.02	5.79%	290	5.80%
Port Arthur ISD	\$87,325,381.64	12.87%	643	12.86%
Port Neches-Groves ISD	\$43,066,516.81	6.35%	317	6.34%
Sabine Pass ISD	\$12,622,644.64	1.86%	93	1.86%
City of Beaumont	\$66,073,242.31	9.74%	487	9.74%
City of Bevil Oaks	\$117,846.46	0.02%	1	0.02%
City of Groves	\$6,643,748.74	0.98%	49	0.98%
City of Nederland	\$7,247,093.95	1.07%	53	1.06%
City of Port Arthur	\$24,110,455.30	3.55%	178	3.56%
City of Port Neches	\$8,398,140.27	1.24%	62	1.24%
City of Taylor Landing	\$57,422.98	0.01%	0	0.00%
SUBTOTALS:	\$567,928,803.97	83.68%	4,184	
TOTALS:	\$678,680,069.02	100.00%	5,000	

**ORDER AUTHORIZING THE DEFEASANCE AND OPTIONAL REDMPTION OF
CERTAIN OUTSTANDING BONDS AND CONTAINING OTHER MATTERS RELATED
THERE TO**

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §
BEAUMONT INDEPENDENT SCHOOL DISTRICT: §

WHEREAS, the Beaumont Independent School District (the “Issuer” or the “District”) has heretofore issued certain outstanding bonds that are described in **Exhibit “A”** attached hereto (hereinafter referred to as the “Outstanding Bonds”); and

WHEREAS, The Bank of New York Mellon Trust Company, N.A. (herein referred to as the “Paying Agent”) serves as Paying Agent for the Outstanding Bonds; and

WHEREAS, the Board of Trustees (the “Board”) desires to authorize and approve the defeasance plan herein described to authorize the defeasance and optional redemption of certain series and maturities of the District’s Outstanding Bonds to provide a savings in interests costs to the District and to help the District maintain a stable tax rate (the “Defeasance Plan”), and in connection therewith to further authorize the execution of an escrow agreement and the purchase of certain escrowed securities as part of the Defeasance Plan, all as hereinafter set forth; and

WHEREAS, in accordance with the terms of the order or orders authorizing the issuance of the Outstanding Bonds, and pursuant to applicable provisions of Texas law, including but not limited to, Sections 1207.033, 1207.061 and 1207.062 of the Texas Government Code, the District desires to call for redemption and defease certain maturities or portions thereof of the Outstanding Bonds by depositing directly with the Paying Agent for the Outstanding Bonds to be defeased an amount of money sufficient to provide for the payment thereof; and

WHEREAS, the District has or will have funds available on hand in its Debt Service Fund to make the deposit referenced above to fully discharge and defease the Outstanding Bonds herein ordered to be defeased; and

WHEREAS, the District also desires to authorize the execution of an escrow agreement or similar agreement in order to provide for the deposit referenced above to pay and redeem the Defeased Bonds (as herein defined); and

WHEREAS, upon making the deposit with the Paying Agent to pay the Outstanding Bonds hereafter ordered to be defeased in full, those Outstanding Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such due provisions made for the payment thereof, and the pledges, liens, trusts and all other covenants, provisions, terms and

conditions of the Order authorizing the issuance of those Outstanding Bonds herein ordered to be defeased shall be discharged, terminated and defeased; and

WHEREAS, the District desires to designate each of the Superintendent and Chief Financial Officer of the District as Authorized Officers of the District to carry out the defeasance of the Outstanding Bonds as hereinafter set forth;

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

1. CONSIDERATION AND EFFECT OF PREAMBLE. The matters and facts contained in the preamble to this Order are hereby found to be true and correct, and it is hereby found and determined that defeasance of the Outstanding Bonds to be defeased in the manner described herein will benefit the District.

2. Defeasance of the Bonds. The District hereby irrevocably authorizes and orders that the following Outstanding Bonds be redeemed and defeased in accordance with the following procedures and plan (herein the “Defeasance Plan”):

- (1) The Board of Trustees hereby approves and orders that an aggregate principal amount of up to **SEVENTEEN MILLION DOLLARS (\$17,000,000.00)** in Outstanding Bonds shall be defeased (the “Defeased Bonds”), with the final aggregate amount and particularly maturities and amounts of the Defeased Bonds to be finally determined, specified, approved and designated by the District’s Superintendent or Chief Financial Officer of the District or the President of the Board (the “Authorized Officers”), and each of such Authorized Officers shall be and hereby is authorized to make the final determination of which of the Outstanding Bonds and the maturities and portions thereof shall be defeased, each of whom is hereby authorized to make such determination on behalf of the District, provided that the aggregate amount of Outstanding Bonds to be defeased shall not exceed **SEVENTEEN MILLION DOLLARS (\$17,000,000)** unless further approved and authorized by the Board.
- (2) The Defeased Bonds shall be called for redemption on the date or dates specified and determined by any of the Authorized Officers (the “Redemption Date”) pursuant to a written notice of redemption in such form as approved by any Authorized Officer.
- (3) The cash sum equal to an amount necessary to pay the principal amount of the Defeased Bonds, plus all accrued interest due and payable on the Defeased Bonds through the Redemption Date and plus all issuance costs related to the defeasance, shall be transferred out of the District’s Bond

Interest and Sinking Fund and deposited with the Paying Agent pursuant to Section 1207.061 of the Texas Government Code, and further, in connection therewith, pursuant to the terms and provisions of Section 1207.072 of the Texas Government Code, the District shall enter into one or more Escrow Agreements with the Paying Agent substantially in the form attached hereto as **Exhibit “B”**, the terms and provisions of which Escrow Agreement are hereby authorized and approved, subject to such insertions, additions and modifications approved by any Authorized Officer and as shall be necessary (a) to carry out the Defeasance Plan designed for the District by the District’s Financial Advisor, **USCA Municipal Advisors LLC** and which shall be certified as to mathematical accuracy by either the District’s Financial Advisor or an independent accounting firm in a written verification report (the “Report”), as determined, approved and designated by any Authorized Officer (b) to maximize the District’s present value savings and/or to minimize the District’s costs of the defeasance, (c) to comply with all applicable laws and regulations relating to the defeasance of the Defeased Bonds and (d) to carry out the other intents and purposes of this Order, and the President, Superintendent, Chief Financial Officer or any other officer of the District is hereby authorized to execute and deliver such Escrow Agreement on behalf of the District in multiple counterparts and the Secretary is hereby authorized to attest thereto and affix the District’s seal.

- (4) In accordance with the provisions of Section 1207.062 of the Texas Government Code, the deposit of the funds into escrow with the Paying Agent shall only be invested in the following: (1) cash, (2) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States, (3) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by an agency or instrumentality and that, on the date of this Order, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (4) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, as of the date of this Order, are rated as to investment quality by a nationally recognized investment rating agency firm not less than AAA or its equivalent (herein referred to as the “Escrowed Securities”). Furthermore, the deposit of the funds with the Paying Agent shall only be invested in Escrowed Securities that mature and bear interest payable at times and in amounts sufficient to provide for the scheduled payment of the Defeased Bonds. Any of the Authorized Officers are hereby authorized to approve and authorize the District to subscribe for, agree to purchase, and

purchase the Escrowed Securities, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

- (5) The engagement of the District's Financial Advisor, USCA Municipal Advisors LLC, and of bond counsel, Creighton, Fox, Johnson & Mills, PLLC, and of the verification agent, and of the Escrow Agent, to assist and serve the District in carrying out the Defeasance Plan is hereby approved, ratified and authorized, and the payment of the reasonable fees and costs of such providers is hereby approved and authorized.

4. Paying Agent Instructions. To provide for the discharge and defeasance of the Defeased Bonds and all liens securing same, the Board hereby approves and authorizes any of the Authorized Officers to prepare and send written instructions to the Paying Agent and an incumbency certificate (the "Paying Agent Instructions"), in such form and content as approved by any such Authorized Officer or any other officer or official representative of the District, as any of them may determine to be necessary or appropriate. Each Authorized Officer is authorized to work with the Paying Agent to determine and to prepare and approve the form of redemption notice to be published in connection with the redemption of the Defeased Bonds.

5. Further Action. Each of the Superintendent, the Chief Financial Officer, the President of the Board, or any other officer or official representative of the District, acting alone and without the necessity of the joinder of any other authorized District official, is hereby authorized and directed to take all action as may be necessary or appropriate to effectuate this Order and the defeasance of the Outstanding Bonds to be defeased pursuant to this Order, including but not limited to, designating and determining the principal amount of and maturities of Outstanding Bonds to be defeased, determining and setting the final Redemption Date, making all arrangements necessary or appropriate with each of the Paying Agent for the defeasance of the Defeased Bonds; making such deposits with the Paying Agent as may be necessary for the defeasance of the Defeased Bonds, approving the final terms of and execution of the Escrow Agreement, authorizing the investment of the funds held in the Escrow Agreement in accordance with the terms of this Order, approving and authorizing the payment of the costs incurred in connection with the defeasance of the Defeased Bonds, including the costs of the District's financial advisor, bond counsel, the verification agent, and the fees and expenses of the Paying Agent and the Escrow Agent and all related costs of issuance, and taking all other actions that are reasonably necessary or appropriate to provide for the defeasance and redemption of the Defeased Bonds. In addition, each of the Superintendent, Chief Financial Officer, President of the Board of Trustees, or Bond Counsel to the District, are each hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any technical ambiguity, formal defect, or omission in the Order or such other

document if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Order, which determination shall be final. In the event that any officer of the District whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

6. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code Annotated, Vernon's 1994, as amended.

7. Severability. If any Section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

9. Repealer. All orders, resolutions, and ordinances, and parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistency. Without limiting the generality of the foregoing, this order amends the Original Order and supersedes any conflicting provision contained in the Original Order.

[Signature page follows this page.]

PASSED AND APPROVED this _____ of August, 2023.

Board President
Beaumont Independent School District

ATTEST:

Board Secretary
Beaumont Independent School District

(SEAL)

Exhibit "A" Outstanding Bonds

Exhibit "B" Escrow Agreement

EXHIBIT "A"

Schedule of Outstanding Bonds That May Be Defeased

All or any portion of all outstanding bonds of the District, including but not limited to, the following:

Beaumont Independent School District Unlimited Tax Refunding Bonds, Series 2016

EXHIBIT "B"
Form of Escrow Agreement

See attached form.

THIS ESCROW AGREEMENT (the "Escrow Agreement") dated as of _____, 2024 (the "Escrow Funding Date"), is made and entered into by and between **BEAUMONT INDEPENDENT SCHOOL DISTRICT**, an independent school district organized and existing under the Constitution and laws of the State of Texas (the "District"), and **The Bank of New York Mellon Trust Company, N.A.**, a national banking association having a corporate trust office in Dallas, Texas, as escrow agent (together with any successor or assign in such capacity, the "Escrow Agent").

WHEREAS, the District has heretofore issued and there remains outstanding the District's Unlimited Tax Refunding Bonds, Series 2016 (the "Outstanding Obligations"), and the District desires to provide for the defeasance prior to maturity of a portion of certain maturities of the Outstanding Obligations in the aggregate principal amount of \$ _____, as more particularly described in the Schedule of Defeased Bonds attached hereto as **Exhibit "A"** (the "Defeased Bonds"); and

WHEREAS, *Chapter 1207, Texas Government Code, as amended*, authorizes and empowers the District to deposit funds with the Paying Agent for the Defeased Bonds an amount which is sufficient to provide for the payment or redemption of the principal of and interest on the Defeased Bonds; and

WHEREAS, the Board of Trustees of the District has adopted an order authorizing the defeasance of the Defeased Bonds and authorizing, among other things, of providing the funds necessary to pay and defease the Defeased Bonds, thereby providing a net present value savings in debt service; and

WHEREAS, the District has provided pursuant to this Escrow Agreement for the application of funds of the District to provide for the payment of the Defeased Bonds; and

WHEREAS, the Board of Trustees of the District has further determined to effectuate the defeasance of the Defeased Bonds pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of the funds deposited hereunder with the Escrow Agent, so as to provide firm banking and financial arrangements for the discharge and final payment or redemption of the Defeased Bonds;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of the principal of and the interest on the Defeased Bonds, the District and the Escrow Agent contract and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.01 **Definitions.** Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

"District" shall mean the **BEAUMONT INDEPENDENT SCHOOL DISTRICT**, and any successor to its duties and functions.

"Escrow Agent" shall mean **The Bank of New York Mellon Trust Company, N.A.**, in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

"Escrow Agreement" shall mean this escrow agreement by and between the District and the Escrow Agent, as it may be amended or supplemented from time to time.

"Escrow Fund" shall mean the fund created in Section 3.01 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

"Escrow Funding Date" shall mean the date on which the District deposits with the Escrow Agent the cash and Escrowed Securities described in Section 2.01.

"Escrowed Securities" shall mean the Restricted Acquired Obligations or other eligible securities purchased with the funds deposited into the Escrow Fund, all as more fully described in the Report.

"Paying Agent for the Defeased Bonds" shall mean **The Bank of New York Mellon Trust Company, N.A.**, and any successors thereto.

"Defeased Bond Order" shall mean the District's order authorizing the issuance, sale and delivery of the Defeased Bonds.

"Defeased Bonds" shall mean a portion of certain maturities of the Outstanding Obligations, in the aggregate principal amount of \$ _____, as more particularly identified and described in **Exhibit "A"** attached hereto and incorporated herein by reference.

"Defeasance Order" shall mean the District's Order adopted _____, 2023 authorizing the defeasance of the Defeased Bonds.

"Report" shall mean the verification report prepared by

_____, relating to the defeasance of the Defeased Bonds, a copy of which is attached hereto as **Exhibit "B"**.

"Restricted Acquired Obligations" shall mean the United States Treasury Securities - State and Local Government Series at 0% Interest Rate ("SLGS"), all as more fully described in the Report.

1.02 Interpretations. The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Defeased Bonds in accordance with applicable law.

ARTICLE II

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

2.01 Deposits with Escrow Agent; Acquisition of Escrowed Securities. On or before the date of delivery of the Refunding Bonds, the District will deposit, or cause to be deposited, with the Escrow Agent the following:

- (a) Escrowed Securities described in the Report in the principal amount of \$ _____ purchased at a purchase price of \$ _____, with a portion of the proceeds of the funds deposited with the Escrow Agent; and
- (b) A beginning cash balance of \$ _____.

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

3.01 Escrow Fund. On the Escrow Funding Date, the Escrow Agent will create on its books a special fund and irrevocable escrow to be known as "**Beaumont Independent School District Series 2024 Escrow Fund**", into which will be deposited the cash and Escrowed Securities described in Section 2.01. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund shall be the property of the Escrow Fund, and shall be applied only in strict conformity with the terms and conditions hereof. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of and interest on the Defeased Bonds, which payment shall be made by timely transfers to the Paying Agent for the Defeased Bonds of such amounts at such times as are provided in Section 3.02 hereof. When the final transfers have been made to the Paying Agent for the Defeased Bonds for the payment of such principal of and

interest on the Defeased Bonds, any balance then remaining in the Escrow Fund shall be transferred to the District, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

3.02 Payment of Principal of and Interest on Defeased Bonds.

(a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Defeased Bonds from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of and interest on the Defeased Bonds as the same become due and payable, all as provided in the Report.

(b) Money transferred to and held by the Paying Agent for the Defeased Bonds in accordance with the provisions hereof shall be held by the Paying Agent for the Defeased Bonds as a segregated account for the respective holders of the Defeased Bonds in connection with which such money is held; provided, however, subject to the provisions of Title 6 of the Texas Property Code regarding Unclaimed Property, that money so held remaining unclaimed by the owners of such Defeased Bonds for three (3) years after the dates on which payment thereon was due, payable and available for payment shall be paid to the District to be used for any lawful purpose. Thereafter, neither the District, the Escrow Agent, the Paying Agent for the Defeased Bonds nor any other person shall be liable or responsible to any holders of such Defeased Bonds for any further payment of such unclaimed money or on account of any such Defeased Bonds.

(c) Except as provided in Article IV hereof, the District hereby covenants and agrees that it will not exercise any right that it may have to redeem any of the Defeased Bonds prior to their scheduled maturities.

(d) If the Escrow Agent learns that the Department of the Treasury or the Bureau of Fiscal Service will not, for any reason, accept a subscription of SLGS that is to be submitted pursuant to this Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the District with respect to funds which were to be invested in SLGS. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold such funds uninvested and without liability for interest until receipt of further written instructions from the District. In the absence of investment instructions from the District, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the District's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

3.03 Sufficiency of Escrow Fund. The District represents (based solely upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Defeased Bonds at the times and in the

amounts required to pay the interest on the Defeased Bonds as such interest comes due and to pay the principal of the Defeased Bonds as the Defeased Bonds mature or are redeemed. If any deficiency results from any error in the calculation of the report, the District shall transfer to the Escrow Agent for deposit to the Escrow Fund to be held pursuant to this Escrow Agreement an additional amount of cash or securities sufficient to provide for such deficiency which transfer shall be made from lawfully available funds.

3.04 Escrow Fund. The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrow Agent agrees that any uninvested funds in the Escrow Fund shall be secured by collateral to the extent they are not insured by the FDIC. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Defeased Bonds; and a special account therefor evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Defeased Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund as are enjoyed by other beneficiaries of similar accounts. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the District, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the District.

ARTICLE IV

REDEMPTION OF CERTAIN DEFEASED BONDS PRIOR TO MATURITY

4.01 Optional Redemption of Certain Defeased Bonds. The District has irrevocably exercised its option to call for redemption prior to maturity the Defeased Bonds as set forth below. Such optional redemption shall be carried out in accordance with the Defeased Bonds Order. The Escrow Agent is hereby authorized to provide funds therefor as set forth in Section 3.02(a) hereof.

Bonds To Be Redeemed

Unlimited Tax Refunding Bonds,
Series 2016, maturity _____, in the
Principal Amount of \$ _____

Redemption Dates

February 15, _____

ARTICLE V

LIMITATION ON INVESTMENTS

5.01 General. Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder; or to make substitutions of the Escrowed Securities; or to sell, transfer or otherwise dispose of the Escrowed Securities, except for the purchase of the Escrowed Securities as described in the Report.

5.02 Substitution of Securities. At the written request of the District, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Defeased Bonds or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and which do not permit the redemption thereof at the option of the obligor. Any such transaction may be effected by the Escrow Agent only if (1) the Escrow Agent shall have received a new verification report together with a written opinion from a nationally recognized firm of certified public accountants acceptable to the District and the Escrow Agent that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal and interest on the remaining Defeased Bonds as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the District and the Escrow Agent to the effect that such transaction will not cause any of the Refunding Bonds to be an "arbitrage bond" within the meaning of the Code, and that such transaction will not result in a violation of the laws of the State of Texas.

ARTICLE VI

RECORDS AND REPORTS

6.01 Records. The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the District and the holders of the Defeased Bonds.

6.02 Reports. For the period beginning on the Escrow Funding Date and ending on **December 31, 2024**, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the District, at the District's request, within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to

the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Defeased Bonds or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

6.03 Notification. The Escrow Agent shall notify the District immediately if at any time during the term of this Escrow Agreement it determines that there is insufficient cash and Escrowed Securities in the Escrow Fund to provide for the transfer to the Paying Agent for the Defeased Bonds for timely payment of all interest on and principal of the Defeased Bonds.

ARTICLE VII

CONCERNING THE ESCROW AGENT

7.01 Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

7.02 Limitation on Liability. The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

The Escrow Agent is not a principal, participant or beneficiary of the underlying transaction to which this Escrow Agreement relates.

The liability of the Escrow Agent to transfer funds to the Paying Agent for the Defeased Bonds for the payments of the principal of and interest on the Defeased Bonds shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the District promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Bonds shall be taken as the statements of the District and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the District thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the District and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the District with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. In determining the occurrence of any such event or contingency the Escrow Agent may request from the District or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with the District, among others, at any time.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

To the full extent permitted by law, the District agrees to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys' fees and expenses of defending itself against any claim or liability in connection with its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability or expense resulting from its own negligence or willful misconduct. The Escrow Agent's right to indemnification shall survive its resignation or removal and the termination of this Agreement.

The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other

agreement, instrument or document between the other parties hereto, in connection herewith. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Escrow Agreement or any other agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS ESCROW AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

The Escrow Agent shall have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel to the Issuer addressed and delivered to the Escrow Agent.

The Escrow Agent have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees.

7.03 Compensation.

(a) On the Escrow Funding Date, the District will pay the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement, the sum of \$_____, in cash.

This sum does not include the cost of publication, printing costs or reasonable out-of-pocket expenses of the Escrow Agent. If the Escrow Agent incurs any out-of-pocket expenses or is requested to perform any extraordinary services hereunder, the District hereby agrees to reimburse the Escrow Agent for such out-of-pocket expenses and to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the District for the reimbursement of such out-of-pocket expenses and for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) **The Bank of New York Mellon Trust Company, N.A.**, serves as Paying Agent for the Defeased Bonds. By execution of the Consent to Escrow Agreement attached hereto, **The Bank of New York Mellon Trust Company, N.A.** agrees to continue to serve as Paying Agent for the life of the Defeased Bonds, and it will serve as Paying Agent for the Defeased Bonds for the compensation provided under the fee schedule currently in effect and it will look to the District directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the District for recovery of the fees owing under the paying agency agreement for which it serves.

7.04 Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should cease to be the Escrow Agent hereunder, a vacancy shall forthwith exist hereunder in the office of the Escrow Agent. Any successor Escrow Agent appointed by the District shall succeed, without further act, to all the rights, immunities, powers and trusts of the predecessor Escrow Agent hereunder. Any successor Escrow Agent must be qualified under the laws of the State of Texas to serve as an escrow agent and must be authorized to exercise corporate trust powers. No resignation or removal of the Escrow Agent and no early termination of this Agreement shall occur until a successor Escrow Agent has been appointed who is qualified to serve as Escrow Agent hereunder and who has accepted such appointment. Upon the request of any such successor Escrow Agent, the District shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such immunities, rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder equal to the portion of such fee attributable to duties to be performed after the date of succession.

The Escrow Agent may resign at any time by giving written notice thereof to the District. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within 60 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

ARTICLE VIII

MISCELLANEOUS

8.01 Notices. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed as follows:

To the Escrow Agent:

The Bank of New York Mellon Trust Company, N.A.
2001 Bryan Street, 11th Floor
Dallas, TX 75201
Attention: Issuer Administrative Services

To the District:

Beaumont Independent School District
3395 Harrison Avenue
Beaumont, TX 77706
ATTENTION: Superintendent

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten days prior notice thereof.

8.02 Termination of Escrow Agent's Obligations. Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the District, the holders of the Defeased Bonds or to any other person or persons in connection with this Escrow Agreement.

8.03 Binding Agreement. This Escrow Agreement shall be binding upon the District, and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the holders of the Defeased Bonds, the District, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement may not be modified except with the prior consent of the holders of all of the Defeased Bonds.

8.04 Severability. In case any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or

unenforceable provision had never been contained herein.

8.05 Governing Law. This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

8.06 Time of Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

8.07 Compliance With Texas Government Code.

(a) Iran, Sudan and Foreign Terrorist Organizations. The Escrow Agent represents that, as of the date of this Escrow Agreement, to the extent this Escrow Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code.

(b) Verification Regarding Energy Company Boycotts. For the purposes of Section 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), the Escrow Agent and the District acknowledge and agree that this Agreement has an aggregate value of less than \$100,000, and in no event will the District pay the Escrow Agent in excess of \$100,000 for its services.

(c) Verification Regarding Discrimination Against Firearm Entity or Trade Association. For purposes of Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), the Escrow Agent and the District acknowledge and agree that this Agreement has an aggregate value of less than \$100,000, and in no event will the District pay the Escrow Agent in excess of \$100,000 for its services.

EXECUTED effective as of the Escrow Funding Date as defined herein.

The Bank of New York Mellon Trust Company, N.A., as Escrow Agent

By: _____
Name: _____
Title: _____

Beaumont Independent School District

By: _____
President, Board of Trustees

(SEAL)

By: _____
Secretary, Board of Trustees

CONSENT TO ESCROW AGREEMENT

Upon receipt of sufficient funds from the Escrow Agent, **The Bank of New York Mellon Trust Company, N.A.**, as Paying Agent for the Defeased Bonds (as defined in the foregoing Escrow Agreement), hereby acknowledges and consents to provide for the full and timely payment of the principal of and interest on such series of Defeased Bonds. **The Bank of New York Mellon Trust Company, N.A.** further consents to the management of the Escrow Fund by the Escrow Agent in accordance with the terms and conditions of the Escrow Agreement and agrees to be bound by the terms of the Escrow Agreement with respect to its obligations as a paying agent.

The Bank of New York Mellon Trust Company, N.A. agrees to continue to serve as Paying Agent for which it is now serving as Paying Agent, and it will serve as Paying Agent for each of the Series of the Defeased Bonds for the compensation provided under the fee schedule currently in effect and it will look to the District directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the District for recovery of the fees owing under the paying agency agreement for which it serves.

**The Bank of New York Mellon Trust Company, N.A., as
Escrow Agent**

By: _____
Name: _____
Title: _____

SOURCES AND USES OF FUNDS

Beaumont ISD
2024 Cash Defeasance

Dated Date 04/04/2024
Delivery Date 04/04/2024

Sources:

Other Sources of Funds:	
District Contribution	17,000,000.00
	<hr/>
	17,000,000.00

Uses:

Refunding Escrow Deposits:	
Cash Deposit	1.15
SLGS Purchases	16,977,863.00
	<hr/>
	16,977,864.15
Delivery Date Expenses:	
Cost of Issuance	18,980.00
Other Uses of Funds:	
Additional Proceeds	3,155.85
	<hr/>
	17,000,000.00

SAVINGS

Beaumont ISD
2024 Cash Defeasance

Date	Prior Debt Service	Refunding Net Cash Flow	Savings	Present Value to 04/04/2024 @ 0.0000000%
08/31/2024	251,325.00		251,325.00	251,325.00
08/31/2025	502,650.00		502,650.00	502,650.00
08/31/2026	502,650.00		502,650.00	502,650.00
08/31/2027	502,650.00		502,650.00	502,650.00
08/31/2028	502,650.00		502,650.00	502,650.00
08/31/2029	502,650.00		502,650.00	502,650.00
08/31/2030	502,650.00		502,650.00	502,650.00
08/31/2031	502,650.00		502,650.00	502,650.00
08/31/2032	502,650.00		502,650.00	502,650.00
08/31/2033	502,650.00		502,650.00	502,650.00
08/31/2034	1,556,600.00		1,556,600.00	1,556,600.00
08/31/2035	8,695,300.00		8,695,300.00	8,695,300.00
08/31/2036	3,524,725.00		3,524,725.00	3,524,725.00
08/31/2037	4,039,700.00		4,039,700.00	4,039,700.00
	22,591,500.00	0.00	22,591,500.00	22,591,500.00

Savings Summary

PV of savings from cash flow	22,591,500.00
Less: Prior funds on hand	-17,000,000.00
Plus: Refunding funds on hand	3,155.85
Net PV Savings	5,594,655.85

SUMMARY OF REFUNDING RESULTS

Beaumont ISD
2024 Cash Defeasance

Dated Date	04/04/2024
Delivery Date	04/04/2024
Arbitrage yield	
Escrow yield	2.489793%
Value of Negative Arbitrage	-782,436.23
Bond Par Amount	
Par amount of refunded bonds	16,755,000.00
Average coupon of refunded bonds	3.000000%
Average life of refunded bonds	11.475
PV of prior debt to 04/04/2024	22,591,500.00
Net PV Savings	5,594,655.85
Percentage savings of refunded bonds	33.390963%

SUMMARY OF BONDS REFUNDED

Beaumont ISD
2024 Cash Defeasance

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
U/L Tax Refunding Bonds, Series 2016 (Remaining After 2023 Defeasance), 2016REM2, BOND:					
	02/15/2034	3.000%	1,070,000	02/15/2026	100.000
	02/15/2035	3.000%	8,350,000	02/15/2026	100.000
	02/15/2036	3.000%	3,355,000	02/15/2026	100.000
			12,775,000		
U/L Tax Refunding Bonds, Series 2016 (Remaining After 2023 Defeasance), 2016REM2, BOND02:					
	02/15/2037	3.000%	3,980,000	02/15/2026	100.000
			16,755,000		

PRIOR BOND DEBT SERVICE

Beaumont ISD
2024 Cash Defeasance

Period Ending	Principal	Coupon	Interest	Debt Service
08/31/2024			251,325	251,325
08/31/2025			502,650	502,650
08/31/2026			502,650	502,650
08/31/2027			502,650	502,650
08/31/2028			502,650	502,650
08/31/2029			502,650	502,650
08/31/2030			502,650	502,650
08/31/2031			502,650	502,650
08/31/2032			502,650	502,650
08/31/2033			502,650	502,650
08/31/2034	1,070,000	3.000%	486,600	1,556,600
08/31/2035	8,350,000	3.000%	345,300	8,695,300
08/31/2036	3,355,000	3.000%	169,725	3,524,725
08/31/2037	3,980,000	3.000%	59,700	4,039,700
	16,755,000		5,836,500	22,591,500

UNREFUNDED BOND DEBT SERVICE

Beaumont ISD
2024 Cash Defeasance

Period Ending	Principal	Coupon	Interest	Debt Service
08/31/2024			1,108,900	1,108,900
08/31/2025	5,690,000	5.000%	2,075,550	7,765,550
08/31/2026	5,310,000	5.000%	1,800,550	7,110,550
08/31/2027	2,700,000	5.000%	1,600,300	4,300,300
08/31/2028	2,835,000	5.000%	1,461,925	4,296,925
08/31/2029	6,940,000	4.000%	1,252,250	8,192,250
08/31/2030	7,185,000	3.000%	1,005,675	8,190,675
08/31/2031	7,405,000	3.000%	786,825	8,191,825
08/31/2032	7,635,000	3.000%	561,225	8,196,225
08/31/2033	7,860,000	3.000%	328,800	8,188,800
08/31/2034	7,030,000	3.000%	105,450	7,135,450
	60,590,000		12,087,450	72,677,450

ESCROW REQUIREMENTS

Beaumont ISD
2024 Cash Defeasance

Period Ending	Interest	Principal Redeemed	Total
08/15/2024	251,325.00		251,325.00
02/15/2025	251,325.00		251,325.00
08/15/2025	251,325.00		251,325.00
02/15/2026	251,325.00	16,755,000	17,006,325.00
	1,005,300.00	16,755,000	17,760,300.00

ESCROW DESCRIPTIONS

Beaumont ISD
2024 Cash Defeasance

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Apr 4, 2024:						
SLGS	Certificate	08/15/2024	08/15/2024	97,348	2.807%	5.520%
SLGS	Certificate	02/15/2025	02/15/2025	41,002	2.751%	5.410%
SLGS	Note	08/15/2025	08/15/2024	41,982	2.619%	5.150%
SLGS	Note	02/15/2026	08/15/2024	16,797,531	2.486%	4.890%
				16,977,863		

SLGS Summary

SLGS Rates File	07AUG23
Total Certificates of Indebtedness	138,350.00
Total Notes	16,839,513.00
Total original SLGS	16,977,863.00

ESCROW COST

Beaumont ISD
2024 Cash Defeasance

Type of Security	Maturity Date	Par Amount	Rate	Cost	Total Cost
SLGS	08/15/2024	97,348	2.807%	97,348	97,348.00
SLGS	02/15/2025	41,002	2.751%	41,002	41,002.00
SLGS	08/15/2025	41,982	2.619%	41,982	41,982.00
SLGS	02/15/2026	16,797,531	2.486%	16,797,531	16,797,531.00
				16,977,863	16,977,863.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost	Yield
04/04/2024	16,977,863	1.15	16,977,864.15	2.489793%
		16,977,863	1.15	16,977,864.15

ESCROW CASH FLOW

Beaumont ISD
2024 Cash Defeasance

Date	Principal	Interest	Net Escrow Receipts	Present Value to 04/04/2024 @ 2.4897928%
08/15/2024	97,348.00	153,977.17	251,325.17	249,072.36
02/15/2025	41,002.00	210,322.69	251,324.69	246,009.32
08/15/2025	41,982.00	209,343.06	251,325.06	242,984.78
02/15/2026	16,797,531.00	208,793.31	17,006,324.31	16,239,796.55
	16,977,863.00	782,436.23	17,760,299.23	16,977,863.00

Escrow Cost Summary

Purchase date	04/04/2024
Purchase cost of securities	16,977,863.00
Target for yield calculation	16,977,863.00

ESCROW SUFFICIENCY

Beaumont ISD
2024 Cash Defeasance

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
04/04/2024		1.15	1.15	1.15
08/15/2024	251,325.00	251,325.17	0.17	1.32
02/15/2025	251,325.00	251,324.69	-0.31	1.01
08/15/2025	251,325.00	251,325.06	0.06	1.07
02/15/2026	17,006,325.00	17,006,324.31	-0.69	0.38
	17,760,300.00	17,760,300.38	0.38	

ESCROW STATISTICS

Beaumont ISD
2024 Cash Defeasance

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow: 16,977,864.15	1.798	2.489793%	2.489793%	17,760,300.38	-782,436.23	
16,977,864.15				17,760,300.38	-782,436.23	0.00

Delivery date 04/04/2024

Year: 2022 Tax Unit: 4

Account No.	Levy	Refund	Mandated	Optional	Levy Total	P/I Refund	Mandated	Optional	P/I Total
00110000000396000000		385.68	385.68	0.00	385.68				
00195100002550000000		73.82	73.82	0.00	73.82				
00213300000200000000		417.36	243.13	0.00	243.13				
00289500000130000000		434.06	434.06	0.00	434.06				
00355000000640000000		337.31	337.31	0.00	337.31				
00355000001550000000		166.75	166.75	0.00	166.75				
003970000000783000000		254.58	254.58	0.00	254.58				
00398000000070000000		454.26	280.04	0.00	280.04				
00853000000110000000		281.31	281.31	0.00	281.31				
00890100001330000000		82.73	82.73	0.00	82.73				
00895000001100000000		202.39	202.39	0.00	202.39				
00925000003640000000		398.40	398.40	0.00	398.40				
00935000000180000000		379.32	379.32	0.00	379.32				
00935000002880000000		94.20	94.20	0.00	94.20				
00935000003610000000		336.04	336.04	0.00	336.04				
00980000000210000000		311.86	311.86	0.00	311.86				
00980000000470000000		297.86	297.86	0.00	297.86				
00980000000172000000		416.24	416.24	0.00	416.24				
01085000002200000000		256.13	256.13	0.00	256.13	17.92	17.92	0.00	17.92
01220000000860000000		190.93	190.93	0.00	190.93				
01237000000150000000		358.95	358.95	0.00	358.95				
01688000000030000000		43.28	43.28	0.00	43.28				
01725012005670000000		207.48	207.48	0.00	207.48				
01875000000070000000		119.65	119.65	0.00	119.65				
01915000001550000000		198.57	198.57	0.00	198.57				
01942500000360000000		297.86	297.86	0.00	297.86				
01972900000140000000		253.30	253.30	0.00	253.30				
01973100000040000000		371.68	371.68	0.00	371.68				
02055000000030000000		189.66	189.66	0.00	189.66				
02055000000280000000		413.69	413.69	0.00	413.69				
02055000000880000000		301.67	301.67	0.00	301.67				
02115000000500000000		92.92	92.92	0.00	92.92				
02115000001340000000		350.04	350.04	0.00	350.04				
02350000000640000000		308.36	192.21	0.00	192.21				
02585000000980000000		449.33	449.33	0.00	449.33				
02585000001760000000		319.33	145.11	0.00	145.11				
02585000004430000000		136.19	136.19	0.00	136.19				
02585000006810000000		194.75	194.75	0.00	194.75				
02720000000130000000		323.32	323.32	0.00	323.32				
02877500000110000000		118.38	118.38	0.00	118.38				
02925000000470000000		297.85	297.85	0.00	297.85				
03010000001160000000		306.77	306.77	0.00	306.77				
03040000000210000000		456.96	456.96	0.00	456.96				
03065000000050000000		109.47	109.47	0.00	109.47				
03125000000020000000		283.85	283.85	0.00	283.85				
03240000000580000000		390.78	390.78	0.00	390.78				
03940000000270000000		323.32	323.32	0.00	323.32				
03995000000100000000		320.61	146.39	0.00	146.39				
03995000001780000000		216.39	216.39	0.00	216.39				
03995000002480000000		446.62	272.40	0.00	272.40				
04100000001050000000		456.97	456.97	0.00	456.97				
04155000000310000000		203.66	203.66	0.00	203.66				
04265000000230000000		425.15	425.15	0.00	425.15				
04366300000010000000		290.21	290.21	0.00	290.21				
04445000001890000000		376.77	376.77	0.00	376.77				
04732500000080000000		98.01	98.01	0.00	98.01				
04840000001300000000		361.38	187.15	0.00	187.15				
04985000000020000000		164.21	164.21	0.00	164.21				

Job Name: adjustment immediate hs v1.5
 August 24, 2023 9:14 am
 Request Seq.: 4344211

JEFFERSON COUNTY
 T A X C O L L E C T I O N S Y S T E M
 Adjustments For : IRE

Year: 2022 Tax Unit: 4

Account No.	Levy Refund	Mandated	Optional	Levy Total	P/I Refund	Mandated	Optional	P/I Total
04985500000090000000	287.68	287.68	0.00	287.68				
04999000002330000000	399.69	399.69	0.00	399.69				
05250100000540000000	189.66	189.66	0.00	189.66				
05260000000335000000	341.13	341.13	0.00	341.13				
05260000002960000000	129.84	129.84	0.00	129.84				
05750000000290000000	385.68	385.68	0.00	385.68				
05905000001720000000	168.02	168.02	0.00	168.02				
05910000000380000000	346.22	346.22	0.00	346.22				
06152500000430000000	333.50	333.50	0.00	333.50				
06250000000240000000	238.03	238.03	0.00	238.03	30.94	30.94	0.00	30.94
06430000001210000000	207.48	207.48	0.00	207.48				
06490000000260000000	114.56	114.56	0.00	114.56				
06535000001685000000	207.48	207.48	0.00	207.48				
06800000001900000000	337.78	221.63	0.00	221.63				
06825000000120000000	85.28	85.28	0.00	85.28				
06840000000670000000	67.46	67.46	0.00	67.46				
06915000000170000000	43.27	43.27	0.00	43.27				
06980000000330000000	238.03	238.03	0.00	238.03				
06990000000410000000	440.26	266.03	0.00	266.03				
07000000000600000000	103.11	103.11	0.00	103.11	15.47	15.47	0.00	15.47
07015000000060000000	371.68	371.68	0.00	371.68				
07106600000020000000	145.10	145.10	0.00	145.10				
07106910000250000000	353.86	353.86	0.00	353.86				
07125500000140000000	426.42	426.42	0.00	426.42				
07125600000090000000	341.14	341.14	0.00	341.14				
07225200000040000000	314.40	314.40	0.00	314.40				
25541400000520000000	210.02	210.02	0.00	210.02				
26041900000690000000	123.47	123.47	0.00	123.47				
30000700003600000000	459.01	284.79	0.00	284.79	56.76	35.22	0.00	35.22
30004400018200000000	207.32	33.09	0.00	33.09				
Tax Unit 4 Total	23,965.20	22,164.88	0.00	22,164.88	121.09	99.55	0.00	99.55

**Beaumont Independent School District
Resolution of the Board to Set 2023 Tax Rate**

The Board of Trustees of the Beaumont School District, hereby levy or set the tax rate on \$100 valuation for the District for the tax year 2023 at a total tax rate of \$0.98641, to be assessed and collected by the duly specified assessor and collector as follows:

\$ 0.7338 for the purpose of maintenance and operations, and

\$ 0.25261 for the purpose of payment of principal and interest on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

Adopted this 21st day of September, 2023, by the Beaumont Independent School District Board of Trustees.

Matilda "Tillie" Hickman, Board President

Denise Wallace-Spooner, Board Secretary



Board Exhibit Cover Sheet

Meeting Date: September 21, 2023

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

Agenda Item Title: Adopt the Resolution Declaring Intention to Sell Identified Real Estate Property

Cabinet Level Presenter(s): Cheryl Hernandez

Additional Presenter(s):

Executive Summary: A Request for Proposal will be utilized for the sale of 1965 Southerland Street, Beaumont, Texas.

Recommendation: Adopt the Resolution Declaring Intention to Sell Identified Real Estate Property

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): CDB (LEGAL)

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

Cheryl Hernandez
Cabinet Level Presenter's Signature

9/14/2023
Date

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

Date

General Counsel's Signature

Date

**RESOLUTION DECLARING INTENTION TO SELL CERTAIN
IDENTIFIED REAL ESTATE PROPERTIES**

WHEREAS, pursuant to Chapter 272 of the Texas Local Government Code, the Beaumont Independent School District (“District”) may authorize the sale of real property owned by the District;

WHEREAS, the District owns real property at 1965 Southerland Street Beaumont, Texas 77705 consisting of approximately six acres of unimproved property (the “Property”), such Property more particularly described in the attached Exhibit A.

WHEREAS, the District has no specific current or intended future use of the Property, and desires to, and believes it is in the best interest of the District to offer the Property for sale through a sealed bid process as required by Texas Local Government Code section 272.001(a), including providing the appropriate notice to the general public of the offer of Property for sale;

NOW THEREFORE BE IT RESOLVED that:

1. The statements contained in the preamble hereinabove are true and correct;
2. The Board of Trustees hereby authorizes the sale of the Property in accordance with Chapter 272 of the Texas Local Government Code and Texas Education Code section 11.154;
3. The Board of Trustees authorizes the Superintendent to provide notice of the acceptance of sealed bids for the sale of the Property to the general public in a newspaper of general circulation in the county where the Property is located in accordance with Local Government Code Chapter 272, and by additional means deemed appropriate by the Superintendent;
4. The Board of Trustees authorizes the Superintendent to create bid specifications for the offer of sale of the Property through consultation with the District’s Attorney, such specifications to include: (1) a minimum bid price of \$130,000.00 (2) the reservation to the District of all mineral interests owned by the District; (3) desirable contractual terms established through consultation between the Superintendent and District’s Attorney; and (4) that the District specifically reserves the right to reject any and all bids, including the right to not accept any bid or offer, as allowed by Texas Local Government Code section 272.001(a);
5. The Superintendent is authorized to accept and review the bids and make a recommendation to the Board of Trustees of the best value bid based on the bid

specifications, such recommendation being subject to final approval by the Board of Trustees.

6. Any offer to purchase the Property from a bidder is subject to final approval by the Board of Trustees.

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing resolution was presented and adopted by the Board of Trustees of the Beaumont Independent School District during a properly scheduled and posted board meeting on September 21, 2023.

Ayes: _____ Nays: _____ Abstentions: _____

PASSED and APPROVED this 21st day of September, 2023.

Board President

ATTEST:

Board Secretary

PROPERTY LOCATION: 1965 Southerland Street, Beaumont, Texas 77705



The photo is believed to be a couple years old but still representative of the subject property and surrounding land uses. The red lines were drawn for general illustrative purposes only and not intended to represent exact boundary lines.

LAND DESCRIPTION: The parcel of land is essentially vacant and has an area of 6.007 acres or 261,665 SF. It has 323.1' frontage along the south side of Southerland Street and the east line fronts 627.08' along an AT&SF RR Right-of-way. There is a cemetery to the south, vacant land and residences to the west and a residence to the north across Southerland. The land is near level and appears adequately drained. According to the FEMA Map on Page 37, it is in Zone - C; an area outside the 100-year flood plain. It has all public utilities available and is zoned for multiple family residential (RM-H) uses by the City of Beaumont. Southerland is a two-lane, two-way asphalt paved city street with open drainage ditches that ends at the railroad ROW and intersects with SP Road that travels northwest to Harriot Street where there is a crossing to continue easterly. This property was formerly improved with a public school facility but all the improvements except for some remnant concrete parking and driveways along and near the street front have been removed.