Regular Meeting

Thursday, August 20, 2026 5:00 PM
Board Room of the Beaumont ISD Administration Building, 3395 Harrison Ave, Beaumont, TX 77706-5009

- I. CALL TO ORDER, AND ESTABLISHMENT OF QUORUM [Other]
- II. REGULAR OPEN BOARD MEETING
  - II.A. PLEDGE TO THE AMERICAN AND TEXAS FLAGS [Others]
  - II.B. RECOGNITIONS [Advocacy and Engagement]
  - II.C. PUBLIC COMMENTS [Synergy and Teamwork]
  - II.D. SUPERINTENDENT PRESENTATION
    - II.D.1. Topics may include: Credit by Examination [Vision and Goals]
      Teacher #'s [Progress and Accountability/1st Green]
  - II.E. CONSENT AGENDA [Systems and Processes]
    - II.E.1. Approve of Minutes from the Regular Meeting of July 23, 2026
    - II.E.2. Approve Proposed Policy Revisions to Board Policy CW(LOCAL) - Naming Facilities

Board Agenda Item

Board Meeting Date:	
Aug 20, 2026	
Agenda Category:	Consent Agenda

ITEM TITLE:

Approve Proposed Policy Revisions to Board Policy CW(LOCAL) - *Naming Facilities*

REQUIREMENT TYPE:

☐ Annual Requirement	☑ Legal Requirement

BACKGROUND:

Board Policy CW(LOCAL), Naming Facilities, establishes the Board's authority and responsibility for naming or renaming District facilities. The proposed revisions clarify the scope of the policy to include buildings, portions of buildings, outdoor fields, and other District facilities and provide defined categories from which facility names may generally be selected. The revised language recognizes distinguished individuals, educators, geographical locations, and educational programs or operational functions housed within a facility as appropriate considerations when establishing facility names.

RATIONALE:

The proposed revisions provide greater clarity, consistency, and flexibility in the District's facility-naming process while maintaining the Board's authority over the naming and renaming of District facilities. The revisions establish clear criteria for selecting names that recognize individuals who have made significant contributions to society or public education, reflect the geographical identity of the District, or identify the educational program or operational function housed within a facility. The revisions are intended to provide a consistent framework for future facility naming and renaming decisions and to ensure that facility names have meaningful connections to the students, staff, and community.

- **Additional Documentation and/or Attachments)**: [Insert Additional Documentation and/or

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends approval of the proposed revision to Board Policy CW(LOCAL)- Naming Facilities

Please check one:

☑ For approval	☐ Report / Information Only	☐ Recognition Only

The responsibility for naming or renaming facilities, including portions of buildings, outdoor fields, and any other District facility, rests with the Board.

Buildings within the District shall **generally** be given names chosen from one of the following categories:

1. D**eceased d**istinguished national or international figures~~, living or dead,~~ whose lives and achievements provide a positive symbolic significance for the students attending the particular school.
2. **Deceased** ~~E~~**e**ducators~~, living or dead,~~ whose lives and achievements on behalf of the public schools of the District will serve as positive role models for the students attending the particular school.
3. Geographical locations within the District.

~~3.~~**4. Educational programs or operational functions housed in the facility.**

II.E.3. Approve Purchases of $100K or More

Board Agenda Item

Board Meeting Date:	
Aug 20, 2026	
Agenda Category:	Consent Agenda

ITEM NUMBER/TITLE:

II.E.3. Approve Purchases over $100,000

CABINET LEVEL PRESENTER:

Cheryl Hernandez

BACKGROUND:

The attached list reflects the purchases over $100,000.

RATIONALE:

Board Policy CH (Local) requires Board approval for purchases exceeding $100,000. The purchases listed are necessary for district operations and have been procured in accordance with applicable purchasing laws and Board policy. Funds are available in the appropriate budgets.

ADMINISTRATIVE RECOMMENDATION:

Approve purchases in the amounts shown on the attached list.

Please check one:

☑ For approval	☐ Report / Information Only	☐ Recognition Only

BISD

General Fund

CDW-G	Business & Finance	Purchase of 75 Newline Panels.	PACE P00185	$300,000.00
Total				**$300,000.00**

Quote Confirmation

RYAN DELONEY,

Thanks for choosing CDW. Review the details of Quote # 6B0W7S8 and complete your purchase.

This proposal is subject to final CDW credit approval. Payment terms and conditions will be finalized in connection with such credit approval.

COMPLETE PURCHASE

Quote #	Created	Account #	PO#
6B0W7S8	08/05/2026	792983	Newline 86in

Pricing and Availability Notice -
Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

Product Details

	ITEM	PRICE	QTY	ITEM TOTAL
	NEWLINE 86 Q ULTRA 4K TOUCH DISP MFG # TT-8626QULT CDW # 9176532 UNSPSC# 43211902 Contract: PACE COOP P00185 Computer Hardware, Software, Serv (#P00185)	$2,455.00	75	**$184,125.00**
	NEWLINE ON-BOARD COMP 4K I5 128/8 MFG # EPR8A65800-000 CDW # 6345549 UNSPSC# 52161605 Contract: PACE COOP P00185 Computer Hardware, Software, Serv (#P00185)	$745.00	75	**$55,875.00**

	ITEM	PRICE	QTY	ITEM TOTAL
	NEWLINE TRUTOUCH MOBILE STAND MFG # EPR8A50500-SQR CDW # 5580996 UNSPSC# 43212002 Contract: PACE COOP P00185 Computer Hardware, Software, Serv (#P00185)	$375.00	75	**$28,125.00**
	NEW ITEM MFG # NEW-ITEM CDW # NEW-ITEM	$425.00	75	**$31,875.00**
			Subtotal	$300,000.00
			Shipping	$0.00
			Contract Fee	$0.00
			Recycle Fee	$0.00
			Sales Tax	$0.00
			Product Total	**$300,000.00**

Delivery Details

Delivery Address
BEAUMONT ISD,
STAFF DEVELOPMENT
3395 Harrison Ave Admin Bldg, Beaumont,
TX 77706-5009

Delivery Method
UPS Ground

Billing Details

Billing Address
ACCOUNT PAYABLE
PO BOX 672
BEAUMONT, TX 77704-0672
US

Payment Terms
NET 30 Days-Govt/Ed

II.E.4. Approve Proposed Policy Revisions to Board Policy FO(LOCAL)—*Student Discipline*

Board Agenda Item

Board Meeting Date:	
Aug 20, 2026	
Agenda Category:	Consent Agenda

ITEM TITLE:

Approve Proposed Policy Revisions to Board Policy FO(LOCAL)-Student Discipline

REQUIREMENT TYPE:

☐ Annual Requirement	☐ Legal Requirement

BACKGROUND:

The proposed revision to Board Policy FO(LOCAL) – Student Discipline adds the following statement: "The District prohibits corporal punishment as a method of student discipline." The revised language was reviewed with Legal Counsel and MGT to ensure the policy appropriately addresses the District's expectations regarding corporal punishment and disciplinary practices. The concise language is intended to apply broadly to disciplinary practices, including those that may occur outside situations involving violations of the Student Code of Conduct.

RATIONALE:

The proposed revision provides a clear and comprehensive statement that corporal punishment is prohibited as a method of student discipline. The broader language helps ensure that the prohibition is not limited to disciplinary situations specifically addressed in the Student Code of Conduct and provides consistent expectations for all District staff. This clarification supports the District's commitment to appropriate, consistent, and student-centered disciplinary practices while reducing the potential for policy language to be interpreted too narrowly.

- **Additional Documentation and/or Attachments)**: [Insert Additional Documentation and/or Attachments.]

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends approval of the proposed revision to Board Policy FO(LOCAL) – Student Discipline.

Please check one:

☑ For approval	☐ Report / Information Only	☐ Recognition Only

PROPOSED REVISIONS: 8.7.2026

Student Code of Conduct

The District's rules of discipline are maintained in the Board-adopted Student Code of Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's website and/or as a hard copy to students, parents, teachers, administrators, and others on request.

Revisions

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

Extracurricular Standards of Behavior

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Student Code of Conduct.

"Parent" Defined

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

General Discipline Guidelines

A District employee shall adhere to the following general guidelines when imposing discipline:

1. A student shall be disciplined when necessary to improve the student's behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
   a. The seriousness of the offense;
   b. The student's age;
   c. The frequency of misconduct;
   d. The student's attitude;
   e. The potential effect of the misconduct on the school environment;
   f. Requirements of Chapter 37 of the Education Code; and
   g. The Student Code of Conduct adopted by the Board.
3. Before a student under 18 is assigned to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Corporal Punishment

The District prohibits corporal punishment as a method of student discipline.

~~Corporal punishment may be used as a discipline management technique in accordance with this policy and the Student Code of Conduct.~~

~~Corporal punishment shall not be administered to a student whose parent has submitted to the principal a signed statement for the current school year prohibiting the use of corporal punishment with his or her child. The parent may reinstate permission to use corporal punishment at any time during the school year by submitting a signed statement to the principal.~~

~~Guidelines~~

~~Corporal punishment shall be limited to spanking or paddling the student and shall be administered in accordance with the following guidelines:~~

1. ~~The student shall be told the reason corporal punishment is being administered.~~
2. ~~Corporal punishment shall be administered only by the principal or assistant principal.~~
3. ~~The instrument to be used in administering corporal punishment shall be approved by the principal.~~
4. ~~Corporal punishment shall be administered in the presence of one other District professional employee and in a designated place out of view of other students.~~

~~Disciplinary Records~~

~~The disciplinary record reflecting the use of corporal punishment shall include any related disciplinary actions, the corporal punishment administered, the name of the person administering the punishment, the name of the witness present, and the date and time of punishment.~~

Physical Restraint

Note: A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]

Within the scope of an employee's duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.
2. Obtain possession of a weapon or other dangerous object.
3. Protect property from serious damage.
4. Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.

Video and Audio Monitoring

Video and audio recording equipment may be used for safety purposes to monitor student behavior on District property.

When video and audio recording equipment is in use, the District shall post signs notifying students and parents about the District's use of video and audio recording equipment. Students shall not be notified when the equipment is turned on.

Use of Recordings

The principal shall review recordings as needed, and evidence of student misconduct shall be documented. A student found to be in violation of the District's Student Code of Conduct shall be subject to appropriate discipline.

Access to Recordings

Recordings shall remain in the custody of the campus principal and shall be maintained as required by law. A parent or student who wishes to view a recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]

II.E.5. Approve Delegation of Contractual Authority to the Superintendent for Agreement to Purchase Attendance Credits from TEA

BISD

Board Agenda Item

Board Meeting Date:	
Aug 20, 2026	
Agenda Category:	Consent Agenda

ITEM NUMBER/TITLE:

II.E.5. Approve Delegation of Contractual Authority to the Superintendent for Agreement to Purchase Attendance Credits from TEA

CABINET LEVEL PRESENTER:

Cheryl Hernandez

BACKGROUND:

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

ADMINISTRATIVE RECOMMENDATION:

Approve Delegation of Contractual Authority to the Superintendent for Agreement to Purchase Attendance Credits from TEA for the 2026-2027 school year

Please check one:

☑ For approval	☐ Report / Information Only	☐ Recognition Only

II.E.6. Approve Resolution Regarding Annual Review of the Investment Policy and Investment Strategies

BISD

Board Agenda Item

Board Meeting Date:	
Aug 20, 2026	
Agenda Category:	Consent Agenda

ITEM NUMBER/TITLE:

II.E.6. Approve Resolution Regarding Annual Review of the Investment Policy and Investment Strategies

CABINET LEVEL PRESENTER:

Cheryl Hernandez

BACKGROUND:

RATIONALE: Board Policy CDA(LEGAL) Other Revenues – Investments, states that:

The Board shall review its investment policy and investment strategies not less than annually. The Board shall adopt a written instrument stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

ADMINISTRATIVE RECOMMENDATION:

Approve Resolution Regarding Annual Review of the Investment Policy and Investment Strategies

Please check one:

☑ For approval	☐ Report / Information Only	☐ Recognition Only

RESOLUTION
BEAUMONT INDEPENDENT SCHOOL
DISTRICT BOARD OF TRUSTEES

Regarding Annual Review of the Investment Policy and Investment Strategies

WHEREAS, Section 2256.005(e) of the Public Funds Investment Act (Texas Government Code Chapter 2256) requires the Board of Trustees of Beaumont Independent School District to (a) review the District's investment policy and investment strategies [set forth in CDA(LOCAL)] not less than annually and (b) adopt a written instrument by rule, order, ordinance, or resolution reflecting the Board's review and recording any changes made to the investment policy or investment strategies;

WHEREAS, the District's investment policy and investment strategies have been presented to the Board for its review, as required by the Act; and

WHEREAS, the District's investment policy and investment strategies do not include any changes from the District's investment policy and investment strategies previously approved;

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of Beaumont Independent School District has reviewed the District's investment policy and investment strategies, and hereby adopts this resolution reflecting the Board's review and recording any changes made to the investment policy or investment strategies, in compliance with the Public Funds Investment Act.

PASSED AND ADOPTED this 20th day of August, 2026.

____
President, Board of Managers

ATTEST:

____
Secretary, Board of Managers

Investment Authority

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

Approved Investment Instruments

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

Collateralization

Collateralization shall be required on two types of investments: certificates of deposit and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level for repurchase agreements shall be 102 percent of market value of principle and accrued interest. Certificates of deposit may only be purchased from the current depository and are collateralized under that agreement.

The District has chosen to limit collateral to those items that are listed as approved investment instruments. The District reserves the right to refuse any collateral it considers unacceptable. Collateral shall always be held by an independent third party with whom the District has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) shall be supplied to the District and retained. The District grants the right of collateral substitution, with prior notice and consent of the District.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

Investment Management

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

Liquidity and Maturity

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

Monitoring Market Prices

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

Monitoring Rating Changes

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds / Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

Operating Funds

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Custodial Funds

Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Debt Service Funds

Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.

Capital Project Funds

Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.

Safekeeping and Custody

The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.

Sellers of Investments

Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers and representatives with distributors of investment pools shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA). Distributors of investment pools shall also be a registrant in good standing with the Municipal Securities Rulemaking Board (MSRB).

Soliciting Bids for CDs

In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

Interest Rate Risk

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.

The District shall monitor interest rate risk using weighted average maturity and specific identification.

Internal Controls

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

II.E.7. Approve Interlocal Contracts and Participation Fees with Region 5 ESC

BISD

Board Agenda Item

Board Meeting Date:	
Aug 20, 2026	
Agenda Category:	Consent Agenda

ITEM NUMBER/TITLE:

II.E.7. Approve Interlocal Contracts and Participation Fees with Region 5 ESC

CABINET LEVEL PRESENTER:

Cheryl Hernandez

BACKGROUND:

Region 5 Education Service Center offers services to school districts to assist with daily educational processes of students and educators. By partnering with Region 5, Beaumont ISD is able to obtain programs and services needed for operational efficiency and effectiveness. Contract-related fees paid in connection with participation are listed in the following exhibit.

RATIONALE:

Approval of the Interlocal Contracts and participation fees with Region 5 ESC provides Beaumont ISD access to cost-effective programs, resources, and specialized services that support instructional and operational needs.

ADMINISTRATIVE RECOMMENDATION:

Approve interlocal contracts and participation fees with Region 5 ESC.

Please check one:

☑ For approval	☐ Report / Information Only	☐ Recognition Only

BEAUMONT
INDEPENDENT SCHOOL DISTRICT

Region 5 ESC Interlocal Contracts and Participation Fees
2026-2027

	Interlocal Programs 9/01/26 - 8/31/27	Participation Fees
CI7153	Bilingual ESL Coop	$ 3,200.00
CI8054	Counselor Connection Cooperative (C3)	$ 2,500.00
CI7163	CTE Support Services Coop Agreement	$ 3,000.00
CI8022	Student Achievement, Accountability, and Assessment Coop	$ 3,000.00
CI7465	TEKSBank/TEKSBank Classroom	$ 12,182.40
FS9704	Field Service/School Board Members Training Coop	$ 2,750.00
FS9710	Jefferson County Juvenile Justice Alternative Education Program	$ 180,000.00
FO9739	Southeast Texas Purchasing Coop	$ 0.00
IMS9069	TSDS CORE Collections Membership Services	$ 2,250.00
IMS9068	TSDS PEIMS Membership Services Coop	$ 5,400.00
SSS9760	Business Managers Coop	$ 2,000.00
CI8024	Advanced Academic Services Coop	$ 21,307.86
FS9713	Region 5 ESC Legal Cooperative	$ 500.00
SH9759	School Health Cooperative	$ 1,800.00
	TOTAL FEES	**$ 239,890.26**

II.E.8. Approve Rankings and Contract for HVAC Replacement Project (CSP 26.16)

BISD

Board Agenda Item

Board Meeting Date:	
Aug 20, 2026	
Agenda Category:	Consent Agenda

ITEM NUMBER/TITLE:

II.E.8. Approve Rankings and Contract Award for HVAC Replacement Project (CSP 26.16)

CABINET LEVEL PRESENTER:

Cheryl Hernandez

BACKGROUND:

A Request for Competitive Sealed Proposals was issued for the HVAC Replacement Project at Odom Academy. Four responses were received.

RATIONALE:

Offerors were requested to provide pricing for Carrier, Daikin, Trane and Petra HVAC equipment. Based on the pricing received, the District elected to utilize Trane equipment. Proposals were evaluated in accordance with the established evaluation criteria, and the recommended award represents the best value to the District.

ADMINISTRATIVE RECOMMENDATION:

Approve Apex Alliance, LLC for the HVAC Replacement Project in the amount of $562,143.00.

Please check one:

☑ For approval	☐ Report / Information Only	☐ Recognition Only

COMPETITIVE SEALED PROPOSAL EVALUATION TABULATION
BEAUMONT INDEPENDENT SCHOOL DISTRICT
CSP 26.16 – HVAC REPLACEMENT PROJECT (ODOM)

PROPOSAL EVALUATION TABULATION
PROPOSAL OPENING JULY 21, 2026 @ 2:00 P.M.

OFFEROR'S COMPANY NAME	RESPONSIVE	TOTAL POINTS SCORED	RANKING
APEX Alliance, LLC **(Recommended)**	Y	88.88	1
Du-West Services, Inc.	Y	97.00	3
Preferred Facilities Group – USA	N	Non Responsive	
Derryberry's L.P.	Y	95.62	2

Evaluators:
Mark McClelland – Director of Maint. & Operations
Bryan Jansen – Asst. Director of Maint. & Operations
Dean Moore – MEP Supervisor

Evaluation Criteria	Possible Points
Price Proposal	50 points
Experience & Reputation	20 points
Quality of Proposer's Services	10 points
Prior Relationship w/BISD	5 points
Financial Capability	10 points
Proposed Project Personnel	5 points

REQUEST FOR COMPETITIVE SEALED PROPOSALS
BEAUMONT INDEPENDENT SCHOOL DISTRICT
CSP 26.16 – HVAC REPLACEMENT PROJECT

EXHIBIT A: PROPOSAL FORM

IDENTIFICATION OF OFFEROR AND ACCEPTANCE OF TERMS

IMPORTANT: A proposal, to be valid, must be manually signed in ink by an authorized person in the space provided. By such signature, Offeror agrees to strictly abide by the terms, conditions, and specifications set out in the Request for Competitive Sealed Proposals.

1.1 TO: Beaumont Independent School District
Attn: Purchasing Department
3395 Harrison Ave, Beaumont, TX 77706

1.2 SUBMITTED BY: Apex Alliance, LLC

Address: 3171 Summit Drive, Port Neches, TX 77651

Phone No.: 409-853-1120 Email: rickey@apexalliancegroup.com Date: 07/21/2026

Signature: ____________

1.3 BASE PROPOSAL: PAC-1
Provide and install PAC- 1. This proposal shall include the costs for all trades required to deliver a complete installation as listed in the drawings and specifications. In addition, this proposal shall **include an owner's contingency of $10,000.00.**

a. With Equipment by Carrier: $ 288,509.00

b. With Equipment by Daiken: $ 340,563.00

c. With Equipment by Trane: $ 199,103.00

d. With Equipment by Petra: $ 356,914.00

1.4 BASE PROPOSAL: PAC-2

Provide and install PAC-2. This proposal shall include the costs for all trades required to deliver a complete installation as listed in the drawings and specifications. In addition, this proposal shall **include an owner's contingency of $10,000.00.**

a. With Equipment by Carrier: $ 288,227.00

b. With Equipment by Daiken: $ 325,284.00

c. With Equipment by Trane: $ 177,806.00

d. With Equipment by Petra: $ 342,988.00

1.5 BASE PROPOSAL: RTU-1

Provide and install RTU-1. This proposal shall include the costs for all trades required to deliver a complete installation as listed in the drawings and specifications. In addition, this proposal shall **include an owner's contingency of $10,000.00.**

a. With Equipment by Carrier: $ 259,048.00

b. With Equipment by Daiken: $ 219,410.00

c. With Equipment by Trane: $ 185,234.00

d. With Equipment by Petra: $ No Bid

1.6 ADDENDA: Undersigned acknowledges receipt of Addenda:

Nos. & Dates) Addendum #01 dated 07/02/2026

II.E.9. Acceptance of the Purchasing Cooperative (Interlocal) Participation for FY 26-27

BISD

Board Agenda Item

Board Meeting Date:	
Aug 20, 2026	
Agenda Category:	Consent Agenda

ITEM NUMBER/TITLE:

II.E.9. Acceptance of Purchasing Cooperative (Interlocal) Participation for FY 2026-2027

CABINET LEVEL PRESENTER:

Cheryl Hernandez

BACKGROUND:

An interlocal contract is listed in Texas Education Code section 44.031(a) as a method by which a school district may procure goods and services valued at $100,000 or more in the aggregate for each 12-month period. Contract related-fees, including management fees, paid in connection with purchasing cooperative agreements are listed in the following table.

RATIONALE:

The interlocal agreement provides the District with a compliant procurement method for acquiring goods and services through participating cooperative purchasing programs. Approval supports efficient purchasing while ensuring compliance with Texas Education Code procurement requirements.

ADMINISTRATIVE RECOMMENDATION:

Please check one:

☐ For approval	☑ Report / Information Only	☐ Recognition Only

BEAUMONT INDEPENDENT SCHOOL DISTRICT
2026-2027 ANNUAL REPORT OF PARTICIPATION / MANAGEMENT FEES
UNDER COOPERATIVE PURCHASING CONTRACTS

NAME OF PURCHASING COOPERATIVE	PARTICIPATION OR MANAGEMENT FEE	2026-2027 TOTAL FEES
STATE OF TEXAS CO-OP TXSMARTBUY/TXMAS	ANNUAL FEE	$100
REGION V ESC (SOUTHEAST TEXAS PURCHASING COOPERATIVE)	NO FEE	$-
DEPARTMENT OF INFORMATION RESOURCE (DIR)	NO FEE	$-
TASB (BUYBOARD)	NO FEE	$-
CHOICE PARTNERS-HARRIS COUNTY DEPARTMENT OF EDUCATION (HCDE)	NO FEE	$-
REGION IV ESC	NO FEE	$-
REGION VIII ESC (TIPS)	NO FEE	$-
TASB ENERGY COOPERATIVE	NO FEE	$-
HOUSTON-GALVESTON AREA COUNCIL (HGAC BUY)	NO FEE	$-
OMNIA PARTNERS	NO FEE	$-
REGION 5 ESC FOOD SERVICE CO-OP	NO FEE	$-
REGION II ESC (GOODBUY)	NO FEE	$-
E&I COOPERATIVE SERVICES	NO FEE	$-
REGION IXX (ALLIED STATES COOPERATIVE)	NO FEE	$-
SOURCEWELL PURCHASING COOPERATIVE	NO FEE	$-
REGION VI ESC (EPIC 6)	NO FEE	$-
REGION XX ESC (PACE COOPERATIVE)	NO FEE	$-
TARRANT COUNTY PURCHASING COOPERATIVE	NO FEE	$-
REGION XVI ESC (TEXBUY COOPERATIVE)	NO FEE	$-
CENTRAL TEXAS PURCHASING ALLIANCE	ANNUAL FEE	$150
NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA)	NO FEE	$-
EQUALIS GROUP COOPERATIVE	NO FEE	$-
U.S. GENERAL SERVICES ADMINISTRATION (GSA)	NO FEE	$-
1 GOVERNMENT PROCUREMENT ALLIANCE (1GPA)	NO FEE	$-
REGION X EDTECH	NO FEE	$-
TOTAL		**$250**

II.E.10. Acceptance of IMA Purchases over $50,000

BISD

Board Agenda Item

Board Meeting Date:	
Aug 20, 2026	
Agenda Category:	Consent Agenda

ITEM NUMBER/TITLE:

II.E.10. Acceptance of IMA Purchases over $50,000

CABINET LEVEL PRESENTER:

Cheryl Hernandez

BACKGROUND:

On May 21, 2026, the Board authorized the Superintendent to approve and execute Instructional Materials Allotment (IMA) purchases exceeding $50,000 to ensure timely procurement of instructional resources. This report provides the Board with the purchases approved under that authority.

RATIONALE:

Reporting these purchases fulfills the commitment made to the Board and provides transparency regarding the use of district funds to support instructional programs and state instructional material requirements.

ADMINISTRATIVE RECOMMENDATION:

Receive and acknowledge the report of Instructional Material purchases exceeding $50,000 approved under the Superintendent's delegated authority.

Please check one:

☐ For approval	☑ Report / Information Only	☐ Recognition Only

BISD

General Fund

Spring Math Accelerate	Curriculum & Instruction	Spring Math online curriculum for grades K-8.	n/a	$93,425.00
Amplify Education, Inc.	Curriculum & Instruction	Boost Reading Texas online curriculum for grades 6-8.	Buyboard 748-24	$60,768.00
Total			Amended 8/18/26	**$154,193.00**

Federal Funds

Amplify Education, Inc.	Curriculum & Instruction	Boost Reading Texas online curriculum for grades K-5.	Buyboard 748-24	$149,810.00
Amplify Education, Inc.	Curriculum & Instruction	mClass Texas literacy and reading online curriculum for grades K-6 & mClass Lectura for spanish literacy for grades K-2.	Buyboard 748-24	$81,950.00
Total				**$246,060.00**

IMA Funds

CEV Multimedia, LLC	Academics	Online curriculum for CTC coursework.	TIPS 230105	$106,365.00
Total				**$106,365.00**

SpringMath Accelerate, Inc.
400 S. 4th Street, Suite 410, PMB 821459
Minneapolis, MN 55415-1419

SpringMath Accelerate

Prepared By	Jay Anderson	Bill To Name	Beaumont Independent School District
Email	jay.anderson@springmathaccelerate.com	Bill To	3395 Harrison Ave Beaumont, Texas 77706-5009 United States
Created Date	5/13/2026		
Expiration Date	7/31/2026		
Quote Number	00004746		

Contact Name	Brandi Phillips	Ship To Name	Beaumont Independent School District
Title	Instructional Materials Coordinator	Ship To	United States
Email	bbutaud@bmtisd.com		
Phone	+14096175243		

SpringMath Product	School Year	Quantity	Sales Price	Total Price
SpringMath License	2026-2027	10,100.00	$9.25	$93,425.00

Total Price	$93,425.00
Grand Total	$93,425.00

*Cost does not include taxes. If your organization is not tax exempt, tax amounts will be included on the final invoice.

1. Software as Service Agreement

Customer understands and agrees that this quote incorporates by reference all terms and conditions in the Software as a Service Agreement (SaaS) available here: **SaaS Agreement**

2. License to Product

Upon Customer's signature below, SpringMath Accelerate hereby grants Customer a limited, non-exclusive, non-transferrable license to use the Product (the "License") during the initial period ("School Year") subject to Customer's timely payment of the Total Price specified in this quote. ("School Year") is defined as **July 1st – June 30th** of the following year.

3. Professional Service Packages

- **New Accounts:** Customers must select one of three service tiers: **Guided Start**, **Accelerate**, or **Mastery**. All tiers include comprehensive leader and teacher onboarding to ensure a successful launch.
- **Renewal Accounts:** Renewal accounts receive the Guided Start package to support continuity and onboarding for any new leaders or teachers. Many districts continue with the Accelerate package for additional leader engagement and structured data check-ins throughout the year (this package replaces last year's Ongoing Success offering). The Mastery package is also available for districts seeking deeper coaching and more frequent touchpoints.

These packages support up to **50 educators** per account via synchronous, online sessions. For accounts exceeding 50 participants, additional educator cohorts may be added as described in the sections below.

SpringMath Accelerate, Inc.
400 S. 4th Street, Suite 410, PMB 821459
Minneapolis, MN 55415-1419

SpringMath Services

SERVICE PACKAGE DESCRIPTIONS

GUIDED START PACKAGE

Required for new accounts; included for renewal accounts.

- **Onboarding Included**: Includes one (1) Leader Onboarding session and two (2) Teacher Onboarding sessions.
- **Leader Training:** Covers platform navigation, screening logistics, and the leader's role in supporting success.
- **Teacher Training:** Covers screening processes, classwide intervention, and individual/small group strategies.

ACCELERATE PACKAGE

Designed to build momentum and strengthen implementation.

- **Onboarding Included:** Includes all Guided Start onboarding components.
- **Additional Teacher Training:** Two (2) additional teacher training sessions delivered throughout the year.
- **Leader Data Check-Ins:** Four (4) bi-monthly sessions for live dashboard review and data interpretation.

MASTERY PACKAGE

Advanced support for system-wide mastery.

- **Onboarding Included:** Includes all Accelerate and Guided Start onboarding components.
- **Monthly Drop-In Coaching:** Nine (9) monthly sessions (September–May) for timely implementation support and peer learning.
- **Advanced Training:** Four (4) bi-monthly sessions focusing on system-wide data analysis and program evaluation.

ADDITIONAL TRAINING & COHORTS (Optional)

- Additional Educator Cohorts: Accounts with more than 50 educators may add additional cohorts for $1,000 per each additional 50 participants.

Quote Acceptance

Signature:

Name:

Title:

Date:

www.mimeo.com

mimeobusiness

Mimeo Pricing Proposal - Beaumont ISD

Mimeo's Value to You:

- Official Maxwell Print Partner
- Dedicated Customer Service
- Real time tracking
- Manage your entire project from anywhere
- Highest Quality Printing – Professional-grade prints every time.
- Total Control – You manage everything from production to delivery

Presented to:

- Brandi Phillips | (409) 617–5243 | bbutaud@bmtisd.com
- Tax exempt

Book Pricing Details:

Item Description	Quantity	Price	Total (excludes shipping)
Maxwell Leadership iLead KIDS Companion 1 - K	1,150	$7.00	$8,050
Maxwell Leadership iLead KIDS Companion 2 - 1st Grade	1,100	$7.00	$7,700
Maxwell Leadership iLead KIDS Companion 3 - 2nd Grade	1,150	$7.00	$8,050

Maxwell Leadership iLead Kids Booklet 1 - 3rd Grade	1,200	$7.00	$8,400
Maxwell Leadership iLead Kids Booklet 2 - 4th Grade	1,150	$7.00	$8,050
Maxwell Leadership iLead Kids Booklet 3 - 5th Grade	1,200	$7.00	$8,400
Maxwell Leadership XLR8 iChoose 1 - 6th Grade	1,200	$7.00	$8,400
Maxwell Leadership XLR8 iChoose 2 - 6th Grade	1,200	$7.00	$8,400
Maxwell Leadership XLR8 iDo 1 - 7th and 11th Grade	1,100	$7.00	$7,700
Maxwell Leadership XLR8 iDo 2 - 7th and 11th Grade	1,100	$7.00	$7,700
Maxwell Leadership XLR8 iLead 1 - 8th and 12th Grade	1,100	$7.00	$7,700
Maxwell Leadership XLR8 iLead 2 - 8th and 12th Grade	1,100	$7.00	$7,700
Grand Total (excluding shipping)			**$96,250.00**

Shipping:

- Packaging & Handling: $55.00
- Freight Delivery: $2,500.00

Grand Total: $98,805.00

Amplify.

Price Quote

Amplify

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

Quote #:	Q-751002-1
PQ #:	PQ 260408-519875
Date:	4/17/2026
Expires On:	5/17/2026
Delivery Service Level:	Standard

Customer Contact Information
Brandi Phillips
Beaumont Ind School District
(409) 617-5000
bbutaud@bmtisd.com

Amplify Contact Information
Paige Benoy
Account Executive, Adoptions
(936)371-6051
pbenoy@amplify.com

Please note that a purchase order must be received by Amplify no later than September 30, 2026 for the pricing and associated incentives reflected on the quote to be valid.

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Boost Reading Texas G6-8 Student License - 1yr (2026-2027)	3,200.00	$21.10	$6,752.00	$60,768.00
TOTAL			$6,752.00	$60,768.00

TOTAL DISCOUNT	$6,752.00
GRAND TOTAL	$60,768.00

Scope and Duration

Payment Terms:

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

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Amplify.

Price Quote

Amplify

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

Quote #:	Q-692845-8
PQ #:	PQ 250909-472428
Date:	4/15/2026
Expires On:	5/15/2026
Delivery Service Level:	Standard

Customer Contact Information
Brandi Phillips
Beaumont Ind School District
(409) 617-5000
bbutaud@bmtisd.com

Amplify Contact Information
Paige Benoy
Account Executive, Adoptions
(936)371-6051
pbenoy@amplify.com

Boost

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Boost Reading Texas GK-2 Student License - 1yr (2026-2027)	3,500.00	$21.10	$73,850.00
Boost Reading Texas G3-5 Student License - 1yr (2026-2027)	3,600.00	$21.10	$75,960.00
TOTAL			$149,810.00

GRAND TOTAL $149,810.00

Scope and Duration

Payment Terms:

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

License and Services Term:

- Licenses: 11/01/2026 until 10/31/2027.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Amplify.

Price Quote

Amplify

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

Quote #:	Q-692099-7
PQ #:	PQ 251120-499387
Date:	4/16/2026
Expires On:	5/16/2026
Delivery Service Level:	Standard

Customer Contact Information
Brandi Phillips
Beaumont Ind School District
(409) 617-5000
bbutaud@bmtisd.com

Amplify Contact Information
Paige Benoy
Account Executive, Adoptions
(936)371-6051
pbenoy@amplify.com

mClass 3-6

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS Texas, G3-G6 - 1yr (2026-2027)	5,500.00	$14.90	$0.00	$81,950.00
TOTAL			$0.00	$81,950.00

mClass K-2/Lectura K-2

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS Texas, GK-G2 - 1yr (2026-2027)	3,500.00	$0.00	$0.00	$0.00
mCLASS:Lectura Annual Student Subscr GK-2 for existing mCLASS Texas customers - 1yr (2026-2027)	255.00	$0.00	$0.00	$0.00
TOTAL			$0.00	$0.00

TOTAL DISCOUNT	$0.00
GRAND TOTAL	$81,950.00

Scope and Duration

Payment Terms:

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

Quote: Q-87777
Today's Date: 6/18/2026
Start Date: 8/1/2026
End Date: 7/31/2027

CEV Multimedia, LLC
Our office has moved!
1500 Broadway Suite 202
Lubbock, TX 79401
Phone 800/922-9965 * 806/745-8820
Fax 800/243-6398
E-Mail customersupport@icevonline.com

BILL TO
Beaumont Independent School District
3395 Harrison Avenue
Beaumont, Texas 77706

SHIP TO
Beaumont Independent
School District
LaChandra Cobb-Eaglin
99999-lcobb@bmtisd.com
Donna Prudhomme
dprudho@bmtisd.com

Purchase Order No.	Customer ID	Salesperson	Territory ID	Payment Terms
Pending	BEAU0004	David Reynolds	iCEV-CTE	Net 30

Qty	Item #	Description	Term	Ext. Price
1	ENT-TX-00082	TX - Enterprise Package.	12	$0.00
	ENT-STUDENT-LIC	TX - Enterprise	12	$151,970.00
			SUBTOTAL:	$151,970.00
			DISCOUNT:	$45,605.00
			TOTAL:	$106,365.00

iCEVonline.com CANCELLATION & REFUND POLICY
No charge for cancellation within 30 days of receipt of purchase order.
No cancellation or refund after 30 days of receipt of purchase order.

Quote valid for 90 days

II.E.11. Approve Disposal of Out-of-Adoption Instructional Materials

Board Agenda Item

Board Meeting Date:	
Aug 20, 2026	
Agenda Category:	Consent Agenda

ITEM TITLE:

Disposal of Out-of-Adoption Instructional Materials

REQUIREMENT TYPE:

☑ Annual Requirement	☐ Legal Requirement

BACKGROUND:

According to TEA, districts can determine locally whether to recycle, sell, donate, or dispose of instructional materials that are no longer useful in the classroom. Specifically, the board shall determine how the district will dispose of discontinued printed instructional materials. Depending on the relevancy, quality, and condition of the materials, they will be disposed through recycling processes, selling, donation, or relegated to waste and deposited at appropriate waste disposal entities.

RATIONALE:

The disposal of out-of-adoption instructional materials will allow the District to maintain an accurate inventory of instructional resources and ensure that materials in use are current and aligned with the District's adopted curriculum and instructional standards. The identified materials are no longer needed for instructional use and may be disposed of in accordance with applicable District procedures and requirements.

- **Additional Documentation and/or Attachments**:

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends that the Board approve the disposal of out-of-adoption instructional materials for the 2026-2027 school year.

Please check one:

☑ For approval	☐ Report / Information Only	☐ Recognition Only

According to TEA, districts can determine locally whether to recycle, sell, donate, or dispose of instructional materials that are no longer useful in the classroom. Districts are not required to report the loss or sale of non-adopted materials (including out-of-adoption materials) or adopted or non-adopted materials purchased through the disbursement process to TEA.

Considering this portion of the Texas Education Code as explained below, the Instructional Material Department requests permission from the board to dispose, sell, and recycle any surplus and/or out of adoption material assuring the best interest of the district. This petition shall be revisited by the board every new fiscal year to continue with this action.

Sec. 31.105. SALE OR DISPOSAL OF INSTRUCTIONAL MATERIALS AND TECHNOLOGICAL EQUIPMENT.

(a) The board of trustees of a school district or governing body of an open-enrollment charter school may sell printed instructional materials on the date the instructional material is discontinued for use in the public schools by the State Board of Education or the commissioner. The board of trustees or governing body may also sell electronic instructional materials and technological equipment owned by the district or school. Any funds received by a district or school from a sale authorized by this subsection must be used to purchase instructional materials and technological equipment allowed under Section 31.0211.

(b) The board of trustees of a school district or governing body of an open-enrollment charter school shall determine how the district or school will dispose of discontinued printed instructional materials, electronic instructional materials, and technological equipment.

(c) The board of trustees of a school district or governing body of an open-enrollment charter school may dispose of printed instructional material before the date the instructional material is discontinued for use in the public schools by the State Board of Education if the board of trustees or governing body determines that the instructional material is not needed by the district or school and the board of trustees or governing body does not reasonably expect that the instructional material will be needed. A district or school must notify the commissioner of any instructional material the district or school disposes of under this subsection.

II.E.12. Approve Proposed Policy Revisions to Board Policy DEC(LOCAL)—*Compensation & Benefits*

Board Agenda Item

Board Meeting Date:	
Aug 20, 2026	
Agenda Category:	Consent Agenda

ITEM TITLE:

Approve Proposed Policy Revisions to Board Policy DEC(LOCAL)-*Compenstation & Benefits*

REQUIREMENT TYPE:

☐ Annual Requirement	☑ Legal Requirement

BACKGROUND:

DEC(LOCAL) establishes the District's state personal leave and local leave provisions for employees. Under the current policy, employees receive five days of state personal leave annually, in addition to five, six, or seven days of local leave based on positions requiring 10, 11, or 12 months of service, respectively. Local leave currently accumulates without limit. The policy also addresses medical certification when an employee is absent for more than two consecutive workdays due to personal illness or illness in the immediate family.

The proposed revisions would (1) increase the consecutive-workday threshold for medical certification from more than two to more than three consecutive workdays and (2) establish a limit of five days of accumulated local leave from prior school years that an employee may use during a school year, in addition to leave earned for the current school year.

RATIONALE:

The proposed revisions are intended to provide a more practical and consistent approach to the administration and use of employee leave. Increasing the medical certification threshold provides employees additional flexibility for short-term illnesses while maintaining the District's ability to require medical documentation for longer absences, questionable patterns of absence, or when otherwise deemed necessary by the supervisor or Superintendent.

Establishing a five-day annual limit on the use of accumulated local leave from prior school years is intended to provide greater predictability in staffing and leave utilization while preserving employees' ability to retain and accumulate local leave. Employees will continue to receive and have access to their full current-year state and local leave entitlement, while use of previously accumulated local leave will be limited to no more than five days per school year.

- **Additional Documentation and/or Attachments)**: [Insert Additional Documentation and/or Attachments.]

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends approval of the proposed revision to Board Policy DEC(LOCAL)-Compensation & Benefits

Please check one:

☑ For approval	☐ Report / Information Only	☐ Recognition Only

Leave Administration

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

Immediate Family

The term "immediate family" is defined as:

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

Leave Day

A "leave day" for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

School Year

A "school year" for purposes of earning, using, or recording leave shall mean the term of the employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.

Daily Rate of Pay

The "daily rate" of a contract employee, including a teacher, school counselor, or librarian, shall be computed by dividing the employee's annual salary by the number of duty days in the employee's contract year.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

Leave Proration

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, all personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for personal leave the employee used beyond his or her pro rata entitlement for the school year.

State Personal Leave

The District has established a state personal leave program consisting of five days of paid leave annually, as required by law. [See DEC(LEGAL)]

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than two consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

Use of Leave

The Board requires employees to differentiate the manner in which state personal leave and local leave is used.

Nondiscretionary Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

Request for Leave

In deciding whether to approve or deny a request for discretionary use of state personal leave and/or local leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.

Discretionary use of state personal leave and/or local leave shall not exceed ~~two~~ three consecutive workdays. **During a school year, an employee may use no more than five days of accumulated state personal leave or local leave earned in prior school years for discretionary purposes. This limitation does not apply to state personal leave and local leave made available for the current school year.**

Schedule Limitations

Discretionary use of leave shall not be allowed on the day before a school holiday, the day after a school holiday, the first or last day of a semester or the day immediately preceding or following, days scheduled for end-of-semester or end-of-year examinations, days scheduled for state-mandated tests, benchmark tests, such as NWEA, or professional or staff development days.

Local Personal Leave

Each employee in a position normally requiring 10, 11, or 12 months of service shall earn five, six, or seven paid local leave days per school year, respectively, in accordance with administrative regulations.

Local leave shall accumulate without limit.

Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]

Bereavement Leave

Each full-time, benefits-eligible employee shall be granted three days of bereavement leave, per occurrence, upon the death of a spouse, parent, current parent-in-law, child, sibling, grandparent, grandchild, or any other person residing in the employee's home at the time of death. Such leave shall be taken with no loss of pay or other paid leave.

Bereavement leave shall be taken within 30 days of the date of death, unless otherwise approved by the employee's supervisor to accommodate extenuating or logistical circumstances.

Additional days in excess of the three days, or leave for other circumstances not covered by this provision, shall be deducted from the employee's accrued leave.

For benefits-eligible, hourly employees, the hours granted for each day of bereavement leave will be based on the employee's planned working time.

The District may require reasonable documentation to verify the need for bereavement leave. Acceptable documentation may include, but is not limited to, an obituary, funeral or memorial service program, or other appropriate verification. Documentation should be provided within a reasonable timeframe upon the employee's return to work.

Supplemental Sick Leave Bank

The District shall establish a supplemental sick leave bank that employees may join through contribution of local leave.

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee experiences a catastrophic illness or injury and has exhausted all paid leave and any applicable compensatory time.

Mental Health Leave

A District peace officer or a full-time District telecommunicator, as defined by law, who experiences a traumatic event in the scope of employment shall be granted a maximum of five days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding mental health leave that address the following:

1. Circumstances or reasons under which an eligible employee may use mental health leave;
2. Procedures for requesting mental health leave and maintaining the anonymity of the requester;
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

Quarantine Leave

A District peace officer shall be granted quarantine leave when ordered by the local health authority or the peace officer's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave;

2. Reimbursement for reasonable costs related to the quarantine; and

3. Other procedures deemed necessary for administering this provision.

Line of Duty Illness or Injury Leave of Absence

Following a leave of absence with full pay as required by law, the District shall not extend the leave of absence for a police officer's line of duty illness or injury. In accordance with law, the police officer may use accumulated leave.

Family and Medical Leave

The District shall make FMLA leave available to employees in accordance with DECA(LEGAL) and the following provisions.

Concurrent Use of Paid Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable, except as provided below.

Exception

A teacher shall notify the appropriate administrator if they choose not to use paid leave concurrently with FMLA leave for an absence related to pregnancy or the birth or adoption of child.

Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

Combined Leave for Spouses

When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.

Intermittent or Reduced Schedule Leave

The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

Certification of Leave

When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.

Fitness-for-Duty Certification

In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

Leave at the End of Semester

When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.

Temporary Disability Leave

Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.

The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.

Workers' Compensation

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

No Paid Leave Offset

The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

Employees must provide appropriate documentation of attendance (e.g., court-issued verification) upon return to work.

Absences for court appearances related to an employee's personal business shall be deducted from the employee's accrued leave or, at the employee's option, be taken as leave without pay.

Payment for Accumulated Leave Upon Retirement or Death

A full-time employee who was employed by the District before the 1996-97 school year shall be eligible for payment for accumulated state and local leave upon retirement under the Texas Teacher Retirement System (TRS) program or upon the employee's death.

The payment for leave accumulated beginning on June 1, 1994, shall apply only to state and local leave accumulated while employed by the District.

Eligible employees who had accumulated days in other districts prior to June 1, 1994, shall receive payment for all accumulated state and local leave days at the time of retirement or death, according to the provisions in place prior to June 1, 1994.

The maximum payment shall be for one-half of the eligible accumulated leave days, at a rate of 100 percent of the employee's daily rate of pay at the time of retirement or death.

Payment may be paid to the employee's estate if a death certificate is presented.

If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

Neutral Absence Control

If an employee does not return to work after exhausting all available paid and unpaid leave, the District shall provide the employee written notice that he or she no longer has leave available for use. The District shall automatically pursue termination of an employee who has exhausted all available leave, regardless of the reason for the absence [see DF series]. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination. If terminated, the employee may apply for reemployment with the District.

II.E.13. Approve Budget Amendment

BISD

Board Agenda Item

Board Meeting Date:	
Aug 20, 2026	
Agenda Category:	Consent Agenda

ITEM NUMBER/TITLE:

II.E.13. Approve Budget Amendment

CABINET LEVEL PRESENTER:

Cheryl Hernandez

BACKGROUND:

RATIONALE:

ADMINISTRATIVE RECOMMENDATION:

Approve Budget Amendment GF- 2

Please check one:

☑ For approval	☐ Report / Information Only	☐ Recognition Only

20226-27 BUDGET AMENDMENT NUMBER GF-2

	Current Budget	Change	Amended Budget
Expenditures			
199.23.6399.02.009.22.000	23,179	(12,000)	11,179
199.13.6XXX.02.009.22.000	-	5,000	5,000
199.31.6XXX.02.009.22.000	-	2,000	2,000
199.36.6XXX.02.009.22.000	-	5,000	5,000
199.11.6399.02.006.28.000	41,703	(10,000)	31,703
199.13.6XXX.02.006.28.000	-	5,000	5,000
199.31.6XXX.02.006.28.000	-	5,000	5,000
			-
Net Change in the General Fund Budget		-	

Total Revenues/Other Sources	187,576,463	-	187,576,463
Total Expenditures	187,621,463	-	187,621,463
2026-2027 Adjusted	(45,000)	-	(45,000)

Explanations of August Budget Amendments

General Fund GF-2

- Transfer a total of $12,000 from school leadership general supplies to various functions for campus needs at Career & Technical Ed Center:
    - (Function 13) Staff development - $5,000
    - (Function 31) Guidance & counseling- $2,000
    - (Function 36) Co-curricular - $5,000
- Transfer a total of $10,000 from instructional general supplies to various functions for campus needs at Pathways:
    - (Function 13) Staff development - $5,000
    - (Function 31) Guidance & counseling - $5,000

II.E.14. Approve Revised House Bill 3 Alternative Plan of Action

Board Agenda Item

Board Meeting Date:	
Aug 20, 2026	
Agenda Category:	Consent Agenda

ITEM TITLE:

Approve Revised HB 3 Alternative Plan of Action

REQUIREMENT TYPE:

☑ Annual Requirement	☑ Legal Requirement

BACKGROUND:

House Bill 3 (HB 3), codified in Texas Education Code §37.0814, requires each school district to determine the appropriate number of armed security officers for each campus and to ensure that at least one armed security officer is present during regular school hours at each district campus.

When a district is unable to meet this requirement due to the availability of funding or qualified personnel, the Board may claim a good-cause exception and must develop an alternative standard with which the district is able to comply. The District is required to maintain documentation of its implementation and compliance with these requirements.

BISD previously adopted an HB 3 Alternative Plan of Action. The revised plan reflects the District's current campus configuration and security needs for the 2026–2027 school year.

RATIONALE:

Approval of the revised HB 3 Alternative Plan of Action will allow the District to maintain compliance with Texas Education Code §37.0814 by documenting the District's good-cause exception and the alternative security measures implemented to provide for the safety and security of students and staff.

The revised plan updates the District's previous plan to reflect the current number of campuses and the District's current school safety and security structure for the 2026–2027 school year.

- **Additional Documentation and/or Attachments)**: [Insert Additional Documentation and/or Attachments.]

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends that the Board approve the Revised HB 3 Alternative Plan of Action for the 2026–2027 school year as presented.

Please check one:

☑ For approval	☐ Report / Information Only	☐ Recognition Only

Date: 08/11/26

House Bill 3 Armed Officer Revised Alternative Plan of Action

Summary Report

The 88th Legislature passed House Bill 3 effective September 1, 2023, adding Section 37.0814 to require the Board of Trustees of each School District to determine the appropriate number of armed security Officers for each campus, with at least one armed security officer at each campus during the School Day.

Armed Security Plan of Action

The Beaumont Independent School District has determined to assign at a minimum one armed Security Officer at every Beaumont ISD campus. The armed Security Officer may consist of a school district peace officer; a school resource officer; and/or a Level 3-armed security officer. This plan to secure armed security Officers shall continue until all campuses are supplied with armed personnel and HB 3 requirements are satisfied.

In Conclusion, all armed security personnel are required to provide a safe and secure educational environment for students, staff, and guests who visit our campuses.

Armed Security Personnel Options:

- School District Peace Officers
- School Resource Officer (SRO)
- Level 3 Commissioned Security Officer (Armed)
-

Alternative

Beaumont ISD Armed Security Chart

School Level		Approx. Number of Armed Officers	Number of Schools
1.	High School	Minimum of Two (2)	3
2.	Middle School	Minimum of One (1) Officer	5
3.	Elementary School	Minimum of One (1) Officer	15
4.	DAEP School	Minimum of One (1) Officer	1
5.	Career Center School	Minimum of One (1) Officer	1

Sandi Massey, Superintendent Signature: __________________________

Joseph Malbrough, Chief of Police Signature: __________________________

II.F. ACTION ITEMS [Systems and Processes]

II.F.1. Approve Interlocal Memorandum of Understanding with Jefferson County Juvenile Board

BISD

Board Agenda Item

Board Meeting Date:	
Aug 20, 2026	
Agenda Category:	Action Item

ITEM NUMBER/TITLE:

II.F.1. Approve Interlocal Memorandum of Understanding with Jefferson County Juvenile Board

CABINET LEVEL PRESENTER:

Rachel Harrah

BACKGROUND:

The Jefferson County Juvenile Board operates the Juvenile Justice Alternative Education Program (JJAEP) to provide educational services for students who are required or eligible to attend the program. The proposed MOU establishes the responsibilities of Beaumont ISD and the Juvenile Board for student placement, funding, instruction, special education services, transportation, and other program requirements for the 2026–2027 school year. The agreement is effective September 1, 2026, through August 31, 2027, and allows the District to continue participating in the Jefferson County JJAEP in accordance with state requirements.

RATIONALE:

Approval of this MOU ensures Beaumont ISD can continue utilizing the Jefferson County JJAEP for eligible students during the 2026–2027 school year while clearly defining the District's responsibilities for placement, funding, and educational services in accordance with state requirements.

ADMINISTRATIVE RECOMMENDATION:

Approve the 26–27 MOU with the Jefferson County Juvenile Board for continued participation in the Juvenile Justice Alternative Education Program (JJAEP).

Please check one:

☑ For approval	☐ Report / Information Only	☐ Recognition Only

MEMORANDUM OF UNDERSTANDING
REGARDING THE JEFFERSON COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM FOR THE 2026-2027 SCHOOL YEAR

Pursuant to the Interlocal Cooperation Act, Section 791.001, Texas Government Code this Memorandum of Understanding ("MOU") is entered into by and between the Jefferson County Juvenile Board ("JCJB" and/or the "Juvenile Board"), a political subdivision of the State of Texas, and each Independent School District located in Jefferson County, Texas ("ISD" and/or the "District"), political subdivisions of the State of Texas, effective upon by the parties' execution of this MOU, regarding the Jefferson County Juvenile Justice Alternative Education Program ("JJAEP") for the 2026-2027 school year.

I. AUTHORITY & PURPOSE

A. In addition to the authorization for this MOU provided in the Interlocal Cooperation Act, Section 791.001, Texas Government Code, Chapter 37 of the Texas Education Code requires the Juvenile Board, in a county with a population greater than one hundred twenty-five thousand (125,000), to establish and operate a JJAEP for youth who are expelled from school for the offenses described in Section 37.007(a), (d), and (e) of the Texas Education Code. Additionally, Chapter 54 of the Texas Family Code authorizes a juvenile court to order a child's attendance at a JJAEP at the child's disposition hearing. School districts may contract with the Juvenile Board for placement of students in the JJAEP who are expelled from school for the offenses described in Section 37.007 (b), (c), and (f), Section 37.0081, Section 37.302, or who are ordered to attend the JJAEP by a juvenile court, as described in Section 54.04(b) of the Texas Family Code.

B. This MOU establishes the parties' roles and responsibilities relating to the Jefferson County JJAEP and is in compliance with the requirements set out by the Texas Juvenile Justice Department funding contract with the Juvenile Board.

II. RESPONSIBILITIES AND MEMBERSHIP

A. The Juvenile Board will establish and operate the JJAEP as required by Section 37.011 and in accordance with applicable state and federal law, rule, and regulation.

B. The JJAEP will be responsible for assisting School District in identifying the following students who are enrolled at the JJAEP:

1. Juveniles charged with committing a felony offense by a law enforcement agency or officer;

2. Juveniles adjudicated as delinquent by a juvenile court based on a finding of guilt for committing a felony offense; and

3. Juveniles placed by a juvenile court, as a result of a finding of guilt for committing a felony offense, in a residential adjudication facility that is administered or overseen by the Jefferson County Juvenile Probation Department.

C. The Juvenile Board is not responsible for providing services to any student for whom it does not receive funding from either the Texas Juvenile Justice Department ("TJJD") or the District.

D. The following Independent School Districts, independently and collectively referred to as "ISD" and/or the "District" in this MOU, agree to participate in the JJAEP provided by the Juvenile Board and, by the signature of each ISD's authorized representative, accept the terms of this MOU:

1. Beaumont ISD
2. Hamshire-Fannett ISD
3. Nederland ISD
4. Port Arthur ISD
5. Port Neches-Groves ISD
6. Sabine Pass ISD
7. Vidor ISD
8. Bridge City ISD

E. The District is not responsible for any aspect of the establishment or operation of the JJAEP unless expressly provided in this MOU.

III. STUDENT ELIGIBILITY FOR JJAEP PLACEMENT

A. The parties agree that students will be assigned to the JJAEP only as set forth by the provisions of this MOU and that if a student does not qualify for placement under one of the eligibility categories listed in this Section, the student is not entitled to educational services under this MOU.

B. **Eligibility Categories.** Students eligible to be placed at the JJAEP will be classified into two categories, consistent with the TJJD's funding/reimbursement rules, as follows:

1. **Discretionary.** This category includes:
   - **a.** Students who are expelled from a public school for an offense described in Section 37.007, 37.0052, or 37.0081, Texas Education Code, or in the school code of conduct as provided in the District of Innovation Plan according to Section 12A.003, Texas Education Code, as one for which a student "may be" expelled;
   - **b.** "Non-expelled Students" defined as students (including those required to register as a sex offender) who have not been expelled from a public school but who have been enrolled in a JJAEP as provided by Section 37.309, Texas Education Code; and
   - **c.** "Out-of-County Students" defined as students who reside in a county other than Jefferson County or who attend a public school not located in Jefferson County, and who do not qualify as "Mandatory" under Section IV, Subsection B, of this MOU.

2. **Mandatory.** This category includes:
   - **a.** Students who are expelled from public school for an offense described in Section 37.007, Texas Education Code as one for which a student "shall be" expelled;
   - **b.** Students who meet the requirements of Subsection B, Paragraph 2.a., of this Section, except that they have not been expelled by the District and have instead been placed in the JJAEP by order of a juvenile court:
     - **i.** Pending the juvenile court's disposition of the student's case;
     - **ii.** While the student is placed on deferred prosecution or court-ordered probation; or
     - **iii.** When the student has been adjudicated for delinquent conduct or conduct indicating a need for supervision; and

c. "Out-of-County Students" if they:
   i. Otherwise meet the requirements listed in this Section under Subsection B, Paragraph 2.a.;
   ii. The juvenile board in the county where the student resides (JCJB) and the student's expelling school have entered into a memorandum of understanding patterned after Texas Education Code Section 37.011(k); and
   iii. The JCJB has received written approval for funding of the particular student after submitting all documents, information, and/or forms required by TJJD.

C. **Juvenile Probation.** By executing this MOU, the parties do not authorize any court to order, or juvenile probation department to require, a student expelled under Texas Education Code Section 37.007 (a), (d), or (e) to attend a regular program, a regular campus, or a School District alternative education program as a condition of probation, nor will any court be authorized to order, or any juvenile probation department be authorized to require, a student expelled under Texas Education Code Section 37.007 (b), (c), or (f), where that School District has stipulated that such student will be placed in the JJAEP in accordance with the terms and conditions of this MOU, to attend a regular program, a regular campus, or a School District alternative education program as a condition of probation. The parties further agree that no court, nor probation department, has such authority pursuant to this MOU.

IV. FUNDING FOR THE JJAEP

A. **TJJD Funding for Certain "Mandatory" Expulsions.** The TJJD provides the Juvenile Board with funding for all District students who meet the "Mandatory" eligibility criteria listed in this MOU if:

1. The District notified the District's police department or other local law enforcement of the alleged incident that is the basis of the expulsion; and

2. A law enforcement entity:
   i. Completed an offense report on the incident;
   ii. Made a formal referral of the case to the juvenile court if the person was a child; or;
   iii. Forwarded the case to the criminal court prosecution intake if the person was an adult.

B. **District Funding.** Except as detailed in this Section, the District will provide funding to the Juvenile Board for "Mandatory" and "Discretionary" expulsions not funded by TJJD. "Discretionary" expulsions shall be funded by the District on a per space basis in accordance with the terms of this MOU and the pricing information listed in herein.

1. **Exceptions to District Funding.**

   a. If the Juvenile Board requests and receives funding from TJJD for a student whose placement does not meet the eligibility and funding requirements for the "Mandatory" category, the Student will be treated as a "Mandatory" placement for purposes of this MOU, and the District will not be responsible for providing the Juvenile Board with funding for that Student, effective with the court's order for placement at the JJAEP.
   b. If a Non-Expelled student is placed by court order at the JJAEP, without the written consent of the District, the District will not be responsible for providing the Juvenile Board with funding for that Student, effective with the court's order for placement at the JJAEP.

c. If, at any time, a "Non-Mandatory Student" enrolled in the JJAEP meets the "Mandatory" eligibility and funding criteria described herein, the District will not be responsible for providing funding for that Student, effective with the date the Student meets "Mandatory" eligibility and funding criteria for placement at the JJAEP.

2. **Waiver of District Funding.** If a student fails to qualify under this MOU as a "Mandatory" expulsion for which TJJD funds, the District may request a waiver of its funding obligations in writing, addressed to the JJAEP administrator designated herein.

   a. The waiver request must:
      i. State the reason the student was expelled from the home campus;
      ii. State the reason the student does not meet the TJJD funding eligibility requirements;
      iii. Be filed with the JJAEP Administrator on the form set forth in Attachment A; and
      iv. Be filed within ten (10) business days of the date the District is made aware of the student's ineligibility to be categorized as a "Mandatory" expulsion.

   b. The JJAEP Administrator may deny untimely waiver requests.

   c. Funding Eligibility Determination. The JJAEP Administrator will forward the School District's written request to TJJD and advise the School District if the District's waiver request is granted or denied by TJJD. The Juvenile Board will bill the District for the student at the Discretionary Expulsion rate listed in this MOU until notified by TJJD that the student is deemed eligible for TJJD funding.

A. **Pricing of "Mandatory" Expulsions not funded by the TJJD.** The District shall pay the Juvenile Board 6,000 dollars per year for student attending the JJAEP as a Mandatory expulsion not otherwise funded by TJJD.

B. **Reservation and Purchase of "Discretionary" Expulsions Spaces.** Based on the total number of anticipated "Mandatory" enrollments in the JJAEP, student instructional capacity, as well as safety and security issues, the Juvenile Board has set a maximum student enrollment for all placements at sixty (60) students ("Maximum Total Capacity") and a maximum student enrollment for "Discretionary" placements ("Maximum Discretionary Capacity"). No later than August 1] of each year, the JJAEP will notify the District of its Maximum Discretionary Capacity, as well as the proportional share of those spaces available for the District to reserve. The number of Non-Mandatory spaces made available to the District shall directly correspond to the District's percent of Jefferson County's total student population in grades five through twelve (5 – 12), based on the prior year's Public Education Information Management Systems (PEIMS) enrollment (snapshot) figures.

   1. At the District's option, it may choose to purchase all, or a portion of, the Non-Mandatory spaces made available to it. Spaces offered, but not purchased by the District shall be made available to other school districts participating in the JJAEP, on a first-come, first-served basis.
   2. The JJAEP may not prohibit a District from placing an eligible student in one of the District's reserved spots. Should this occur, the JJAEP will be responsible for fully refunding the purchase price that the District paid for the space.
   3. If during the term of this MOU, the number of the District's Discretionary expulsion students attending the JJAEP reaches the number of Discretionary spaces reserved and purchased by the District, the District may:

a. In consultation with the JJAEP, modify the length of a student's Discretionary expulsion to enroll the new Discretionary expulsion student; or
b. Negotiate directly with member districts to exchange purchased spaces not currently in use by the member district who reserved the space.
    i. Notification of space exchanges between member districts must be communicated in writing to the JJAEP Administrator before the District places the new student.

B. **Monitoring of Capacity.** The JJAEP Administrator will be responsible for monitoring the space allocations for each school district and will provide a utilization report on the last working day of each month to each District superintendent and the authorized officer of the juvenile court.

C. **Maximum Total Capacity.** Once Maximum Total Capacity is reached, the following procedures will apply:

1. To manage the JJAEP student population, JJAEP will prioritize admission to students who are Jefferson County residents. Accordingly, all students at the JJAEP who are out-of-county residents shall be returned to the sending school district.

2. The District shall only make Discretionary expulsions if the District has an available, reserved spot that was purchased from the Juvenile Board, or if the District, in consultation with the JJAEP, modifies the length of a student's Discretionary expulsion to enroll the new Discretionary expulsion student. If the Maximum Total Capacity is reached, Districts may only place new students by modifying the length of a student's Discretionary expulsion to enroll the new Discretionary expulsion student.

3. The JJAEP Administrator will determine at the end of each month, based on projected withdrawals and enrollments, whether to continue the Maximum Total Capacity procedures.

4. This procedure and MOU comply with TJJD's JJAEP Grant guidelines regarding students from other counties.

V. JJAEP PLACEMENT

A. **Timely Placement & Term of Placement.** Unless otherwise provided for in this MOU, students who are expelled or ordered to attend the JJAEP must immediately, or as soon as practical, attend the JJAEP until the applicable date designated below. Consistent with applicable law, the parties hereto agree to use their best efforts to expedite the administrative and judicial processing of all cases related to this MOU.

B. **Term for Mandatory Expulsions.** Students placed at the JJAEP for a Mandatory expulsion shall attend the JJAEP until the earlier of the date:

1. The student completes any court-imposed requirements;

2. The expulsion term expires; or

3. As otherwise provided in Section 37.011(i).

C. **Term for Discretionary Expulsions.** Students placed at the JJAEP for a Discretionary expulsion shall attend the JJAEP for the following terms:

1. A minimum length of 45 school days unless the District has adopted a student code of conduct with terms of placement inconsistent with the 45-day minimum length of stay. When a District's student code of conduct is inconsistent with the minimum length of stay designated in this MOU, the District's student code of conduct will govern the length of a student's placement in the JJAEP;

2. The full period of the student's court-imposed period of probation and through the end of the semester in which the probationary period ends;

3. The full period of the student's court-ordered placement in the JJAEP in accordance with Chapter 54 of the Texas Family Code, after the student has been charged with an offense defined as a misdemeanor and/or felony by the Texas Penal Code and adjudicated as delinquent by a juvenile court; or

4. Upon consultation and agreement by the District in which the student resides, a student released from a residential adjudication facility administered by or under contract with the Jefferson County Juvenile Probation Department during the regular school year, may be placed at the JJAEP for the remainder of the semester in which the student is released.

5. Title 5 Felony Offenses. Students placed at the JJAEP for discretionary expulsions due to felony conduct under Title 5 of the Texas Penal Code will adhere to the following conditions:

Maximum Length of Stay	**Conditions for Early Completion of JJAEP Placement**
Graduation from High School	Upon successful completion of all court-ordered, probationary or parole requirements, OR the student's length of JJAEP enrollment has exceeded 180 seat days, the district may rescind JJAEP placement at the end of the current school semester.
Felony Charges are Dismissed or Reduced to a Misdemeanor Offense	Upon notification by the prosecuting attorney's office or the JJAEP office, the district will immediately rescind JJAEP placement.
Student Completes the Term of JJAEP Placement	Upon successful completion of all court-ordered, probationary or parole requirements, OR the student's length of JJAEP enrollment has exceeded 180 seat days, the district may rescind JJAEP placement at the end of the current school semester.

D. **Expiration of Expulsion Term.** To the extent permitted under the District's student code of conduct and applicable policies and regulations, the District will endeavor to set the end of the expulsion term for all students placed by the District to coincide with reasonable times for a student to return to the District, such as at the beginning of a grading period, semester, or school year.

E. **Minimum Length of Expulsion.** Nothing herein prescribes a minimum length of expulsion or placement at the JJAEP.

F. **Recovery Program.** The JJAEP will provide an educational recovery program. The recovery program will be available to appropriate students placed into the program by the District and/or courts. The objective of the recovery program will be to assist students with obtaining high school graduation credit or GED. All rules, regulations, procedures and routines of the JJAEP will apply to students appropriately participating in the recovery program.

G. **Transition Program.** The JJAEP principal, with assistance from District staff, will establish a transition program for students leaving the JJAEP and returning to the home campus. This transition program will begin two weeks prior to the date of release and will include the district liaison and the parents or guardians of the student.

H. **Transportation Services for JJAEP Students.** The JJAEP will not provide transportation services. Transportation of students to and from the JJAEP will generally not be provided by the District, unless the student receives special education transportation as a related service, in which case transportation will be determined by each individual School District.

I. **Curriculum, Instruction, and Administration of State Assessments.** TEC 37.011(d) a JJAEP program must focus on English language arts, mathematics, science, history, social studies, and self-discipline. Each program shall administer assessment instruments under TEC Subchapter B, Chapter 39, and shall offer a high school equivalency program.

1. The juvenile board or its designee shall, with the parent or guardian, regularly review the student's academic progress toward meeting graduation requirements and establish a specific graduation plan.

2. The academic mission of the JJAEP shall be to enable students to perform at grade level.

3. Special Education, Section 504, ESL & all other identified special population students will be served as indicated below and required by all applicable state and federal law, rules and/or regulation.

J. **JJAEP Policies and Student Code of Conduct ("SCOC").** The District understands that the JJAEP will operate according to the policies developed by the Juvenile Board or their designee. The JJAEP will develop and utilize its own SCOC. During all placements, students will be required to comply with JJAEP policies, including the SCOC, and students who violate the JJAEP SCOC will be subject to the progressive sanctions framework established by applicable laws.

K. **Truancy Prevention.** Students who do not attend the JJAEP as required for the specified period of time will be considered truant under Texas Education Code Section 25.093.

1. The JJAEP principal shall serve as the attendance officer for the JJAEP in accordance with Texas Education Code Section 25.091.

2. The JJAEP will also notify the District of student attendance at the end of each week.

3. The JJAEP and the District will cooperate to complete and file any court documents, or forms related to a student's attendance at the JJAEP, or lack thereof.

4. The District will file truancy proceedings for students expelled and not enrolled in the JJAEP within a reasonable amount of time.

L. **Attendance Waivers and Emergency Closures.** All attendance waivers received by the District shall be provided to the JJAEP, and the District Superintendent or designee shall contact the JJAEP Administrator in the event of an emergency closure of District campuses.

M. **Section 504 Eligible Students.** The JJAEP must ensure, in collaboration with the sending school district, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee.

N. **English as a Second Language (ESL).** The JJAEP, in collaboration with the sending school district, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC).

O. **Special Education and Related Services.** The following terms will apply to the placement of special education students at the JJAEP and the provision of special education instructional and related services to students placed in the JJAEP. Should this section conflict with other terms of this MOU, the terms of this Section will control to the extent that the student at issue receives special education or related services.

1. **Placement of Students Receiving Special Education or Related Services.** A School District may expel a student who has been identified as a qualified student with a disability under the Individuals with Disabilities Education Act (IDEA) only after a duly constituted Admission, Review and Dismissal (ARD) committee makes a determination pursuant to Federal law that the behavior leading to the expulsion is not a manifestation of the student's disability.
   a. The school district must invite the administrator of the JJAEP or the administrator's designee, as a non-consensus member, to a placement admission, review, and dismissal (ARD) committee meeting convened to discuss the expulsion of a student with a disability.
   b. After making such a determination, the student's ARD committee will determine what services, if any, are necessary to comply with the IDEA. In the case of a student who has been identified as a qualified student with a disability under the IDEA who brings a weapon to school, who knowingly possesses, uses, or solicits the sale of a controlled substance, or has inflicted serious bodily injury upon another person (while at school, on school premises or at a school function), federal law permits a change in placement to a discipline alternative education program for up to forty-five (45) school days, regardless of whether the conduct is a manifestation of the student's disabling condition.
   c. Within a maximum of ten days of the student's removal from the student's regular placement, the District will convene an ARD meeting to hold a manifestation determination review ("MDR") and determine placement and necessary services, including those to be provided while enrolled in the JJAEP, as applicable.
      1. To the maximum extent practicable, the District will make reasonable efforts to convene and hold an ARD committee meeting prior to the student's removal to the JJAEP.

2. **Special Education and Related Services During Placement.**
   a. **Special Education.** Notwithstanding School District's obligation as the Local Education Agency (LEA) as described under the IDEA:
      1. The JJAEP will, upon the District's behalf, provide all special education instructional services required to implement the student's Individual Education Plan (IEP), in accordance with this MOU;
      2. The District in which the student lives remains responsible for IDEA compliance;
      3. The District in which the JJAEP is located is not responsible for providing special education and related services under the IDEA to any non-resident student; and
      4. The JJAEP is under no obligation to provide special education instructional or related services to students not enrolled in the JJAEP.
   b. **Related Services.** The District will remain responsible for providing any and all special education related services necessary to implement the student's IEP during the student's placement at the JJAEP. For purposes of this MOU, related Services include:
      1. Speech therapy;
      2. Physical therapy;
      3. Occupational therapy;
      4. Special Transportation; and
      5. Any other service designated in the student's IEP as a related service.

   The District may make such services available in conjunction with the JJAEP or at a separate time and location, at the discretion of District. If the District chooses to make such services available in conjunction with the JJAEP, the District will cooperate with the JJAEP to minimize disruption of the JJAEP. If the District requires the student to leave the JJAEP for special education related services during the school day, the District must provide necessary transportation.
   c. **ARD Committee Meetings After Placement in JJAEP.** After a student who has been identified as a qualified student with a disability under the IDEA is enrolled in the JJAEP, all ARD committee meetings related to that student will be conducted at the JJAEP campus to which the student is assigned, unless the parties agree otherwise. At the option of the School District, an ARD committee meeting may also be conducted via video conference, in which case the JJAEP will assist with coordination and designee participation.
   d. **Limitation on Length of Placement for Certain Students Qualified for Special Education and Related Services.** In the case of a student who has been identified as a qualified student with a disability under the IDEA who brings a weapon to school, who knowingly possesses, uses, or solicits the sale of a controlled substance or engages in conduct causing serious bodily injury, federal law permits a change in placement to a discipline alternative education program for up to forty-five (45) school days, regardless of whether the conduct is related to the disabling condition as determined by an ARD committee. Notwithstanding this provision, a qualified student with a disability who engages in such conduct whose ARD committee determines that the conduct is not a manifestation of the student's disability may be expelled for a time period in accordance with the School District's Student Code of Conduct and/or the terms of this MOU.

3. **Evaluation and Child Find.**
   a. **Initial Evaluations.** The JJAEP will assist the with the School District's responsible for all Child Find obligations. To provide such assistance, the JJAEP will establish a Core Team for the purpose of reviewing student progress, identifying pre-referral educational interventions, reviewing the success of those interventions, and referring to School District for a Full and Individual Initial Evaluation (Initial Evaluation) those students for whom pre-referral interventions were

insufficient. The School District may assign a representative to the JJAEP Core Team. The JJAEP will complete necessary referral documentation prior to notifying the District that a student may be in need of evaluation under IDEA. Upon the Core Team's recommendation that a JJAEP student may be in need of special education services, the District must complete an Initial Evaluation within timelines established by applicable laws and regulations. The School District and JJAEP will work together to determine which organization's staff will complete the Initial Evaluation within timelines established by applicable laws and regulations.

b. **Full and Individual Evaluations (FIE).** The JJAEP will notify the District of all students for whom a Full and Individual Evaluation (FIE) is required or overdue. Upon notification by the JJAEP that an identified student with a disability requires a FIE, the District and JJAEP will work together to complete the FIE within timelines established by applicable laws and regulations. Upon written request by the District, the JJAEP staff may conduct the FIE on the district's behalf. The student's parent or guardian (or adult student) must provide informed consent prior to any evaluation taking place. The District may, but is not required to, pursue due process procedures under federal law to override the refusal to grant such request. In the event the student who is evaluated actually qualifies as a student with a disability, the parent or guardian (or adult student) must provide informed consent before special education or related services can be provided. If such consent is refused, the District may not use the due process procedures of the IDEA. The District, however, will have no further obligation to provide the student with a free, appropriate public education, convene an ARD meeting or develop an IEP following refusal to consent for services by a parent or eligible student.

4. **Transition of Students Receiving Special Education and Related Services.**
   a. Upon transition from the JJAEP to the School District, the JJAEP will provide the School District with information necessary for it to convene an ARD committee meeting, including, but not limited to, copies of the student folder contents, Individual Education Plans, parental consents, withdrawal forms, attendance reports, and report cards;
   b. The JJAEP will provide five (5) days' notice to the School District campus to which the student will return prior to the return of the student to the District; and
   c. The JJAEP may, upon the School District's request, assign a representative to attend the ARD committee meeting changing the student's placement from the JJAEP.

5. **Acknowledgement of ARD Committee Authority.** The parties recognize and agree that the student's special education and related services, including but not limited to the student's IEP, placement, accommodations, interventions, behavior plan, etc., may only be changed by the student's ARD committee. Accordingly, the parties further acknowledge and agree that the JJAEP and/or the Juvenile Board may, under no circumstance, unilaterally change the placement or IEP of a student receiving special education and related services.

VI. MISCELLANEOUS

A. **Term.** This MOU is effective 9/1/26 through 8/31/27.

B. **Dissolution.** It is understood and agreed that the JJAEP is a mandatory JJAEP program. Upon dissolution of the JJAEP, any existing funds and assets, after any charges and liabilities, will be divided among the Districts that are members at the time of dissolution. Assets will be prorated in the same percentages that each participating member district contributed to the operating budget for that school year. The percentage will be determined by the number of slots/seats paid for by each district in the year of dissolution.

C. **Jurisdiction and Authority of the Parties.** Nothing in this MOU shall be deemed to extend, increase or limit the jurisdiction or authority of either the Juvenile Board or the District Save and except only as specifically provided in this MOU, all governmental functions and services provided by District, and all governmental functions and services provided by Juvenile Board, shall be and remain the sole responsibility of each respective party.

D. **Independent Contractors.** The relationship of the District and County, shall, with respect to that part of any service or function undertaken as a result of or pursuant to this MOU, be that of independent contractors. Neither Party shall be deemed an employee or agent of the other Party. This MOU does not constitute a joint venture, either expressed or implied.

E. **Liability.** It is understood and agreed between the Parties that each party will be responsible for its own acts or omissions, including the acts or omissions of its employees, officers, trustees, and agents. Where injury or property damage result from the joint or concurrent negligence of both Parties, liability, if any, will be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity.

   1. The District and the Juvenile Board agree that each Party will be individually responsible for responding to all complaints or causes of action resulting from the provision of services pursuant to this MOU.

   2. Each party hereto reserves the right and does not waive any defense available by law or in equity to any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstance arising under this MOU. This MOU shall not be interpreted or construed to give rise to any claim or cause of action to any third party, thus neither the Juvenile Board, nor the District, shall be held liable for any claim or cause of action arising pursuant to, or out of the services provided under this MOU, except as specifically provided by law.

F. **Insurance.** Each Party hereby contracts, covenants and agrees to obtain and maintain in full force and effect, during the Initial Term, or any extension thereof, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect and insure the Party and its agents, officers, and/or employees from and against any claim, cause of action or liability arising out of or from the action, omission or failure to act by the Party, its agents, officers, employees, and/or subcontractors.

G. **Jurisdiction and Venue.** The laws of the State of Texas shall govern this MOU. Venue for any action involving the performance of any obligation hereunder shall lie in Jefferson County, Texas.

H. **Governmental Immunity.** Nothing set forth in this MOU shall be interpreted or construed to waive any legal defense applicable by law or in equity to either the Juvenile Board or the District, including, but not limited to, the legal defense of governmental immunity under the laws of the State of Texas.

I. **Number and Headings.** Words in a singular number shall be held to include the plural, unless the context otherwise requires. The headings and section labels are for convenience only and shall not be considered in interpreting or construing this MOU.

J. **Severability.** If any provision, section, subsection, paragraph, sentence, clause or phrase of this MOU, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof continue in full force and effect.

K. **Entire Agreement.** This MOU contains the entire agreement between the parties with respect to the subject matter hereof. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party, that is not contained herein is of any force or effect.

L. **Amendments and Modifications.** Any amendment or modifications to the terms of this MOU must be in writing and signed by the parties.

M. **Execution in Counterparts.** This MOU is executed in multiple originals, each of which will have the full force and effect of an original document, and each of which will constitute but one and the same instrument.

   1. A School District may expel a student who has been identified as a qualified student with a disability under Section 504 of the Rehabilitation Act of 1973 ("Section 504) only after a Section 504 committee makes a determination pursuant to Federal law that the behavior leading to the expulsion is not a manifestation of the student's disability.

By execution of this MOU, the undersigned agents of each Party represent and warrant that they have been duly authorized by all requisite administrative action required by each Party's governing body required to entire into and perform the terms of this MOU.

JEFFERSON COUNTY JUVENILE BOARD

______________________________ DATE: ______________________________
Jefferson County Commissioners' Court

______________________________ DATE: ______________________________
Jefferson County Sheriff's Department

______________________________ DATE: ______________________________
Jefferson County Juvenile Board

______________________________ DATE: ______________________________
Jefferson County Juvenile Court

______________________________ DATE: ______________________________
Jefferson County Juvenile Probation Department

______________________________ DATE: ______________________________
Superintendent, **BEAUMONT ISD**

______________________________ DATE: ______________________________
Superintendent, **HAMSHIRE-FANNETT ISD**

______________________________ DATE: ______________________________
Superintendent, **NEDERLAND ISD**

______________________________ DATE: ______________________________
Superintendent, **PORT ARTHUR ISD**

______________________________ DATE: ______________________________
Superintendent, **PORT NECHES-GROVES ISD**

______________________________ DATE: ______________________________
Superintendent, **SABINE PASS ISD**

______________________________ DATE: ______________________________
Superintendent, **VIDOR ISD**

______________________________ DATE: ______________________________
Superintendent, **BRIDGE CITY ISD**

II.F.2. Approve Interlocal Memorandum of Understanding for Partnership with Minnie Rogers Juvenile Justice Center

Board Agenda Item

Board Meeting Date:	
Aug 20, 2026	
Agenda Category:	Action Item

ITEM NUMBER/TITLE:

II.F.2. Approve Interlocal MOU with Minnie Rogers Juvenile Justice Center

CABINET LEVEL PRESENTER:

Rachel Harrah

BACKGROUND:

BISD and the Minnie Rogers Juvenile Justice Center (MRJJC) collaborate to provide educational programming and transition services for BISD students placed at the facility. BISD provides instructional staff, technology, academic programming, and student support services, while MRJJC provides facility supervision and transition assistance.

RATIONALE:

The agreement supports continuity of instruction and helps students earn credits, progress toward graduation, and successfully transition back to their home campuses and communities. No payments between the parties are anticipated.

ADMINISTRATIVE RECOMMENDATION:

Approve the 2026–2027 Interlocal Agreement with MRJJC and authorize the Superintendent to finalize and execute the agreement and related documents.

Please check one:

☑ For approval	☐ Report / Information Only	☐ Recognition Only

INTERLOCAL AGREEMENT
BETWEEN
BEAUMONT INDEPENDENT SCHOOL DISTRICT
AND
MINNIE ROGERS JUVENILE JUSTICE CENTER

This Interlocal Agreement ("ILA" or "Agreement") is made and entered into on this [Insert Effective Date], by and between Beaumont Independent School District, located at 3395 Harrison Avenue, Beaumont, TX 77706 ("District" or "BISD") and Minnie Rogers Juvenile Justice Center, located at 5326 US-69, Beaumont, TX 77705 ("MRJJC") (each a "Party," and collectively, the "Parties").

WHEREAS, BISD is a Texas independent school district and political subdivision of the State of Texas;

WHEREAS, MRJJC is a local government or political subdivision of the State of Texas authorized to perform governmental functions and services;

WHEREAS, the Parties are authorized to contract with one another for the performance of governmental functions and services under Chapter 791, Texas Government Code, commonly known as the Interlocal Cooperation Act;

WHEREAS, both BISD and MRJJC desire to set forth in writing the terms and conditions of their collaboration benefiting the students, staff, and BISD community;

WHEREAS, BISD has determined that such an agreement is in support of its educational objectives;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this ILA, and other good and valuable consideration, the Parties agree as follows:

1. **PURPOSE AND SCOPE.** MRJJC and BISD agree to implement high-quality education programs to prepare children and youth for secondary school completion, training, employment, or further education; provide activities to facilitate the transition of such children and youth from the correctional program to further education or employment; and operate programs in local schools for children and youth returning from correctional facilities, and programs that may serve at-risk children and youth (the "Scope"). The Scope may be amended from time to time upon written agreement of the Parties.

2. **AUTHORITY.** This Agreement is entered into pursuant to Chapter 791, Texas Government Code, and any other applicable law authorizing the Parties to contract for governmental functions and services. Each Party represents that the services it provides under this Agreement or any Service Order are functions or services that the Party is authorized to perform under Texas law.

3. **TERM.** The term of this ILA shall begin on __, 202_ and ends on __, 202_ unless terminated as provided herein ("Term"). This Agreement may be renewed/extended upon mutual written agreement of the Parties. A Party may terminate this Agreement for any reason, with or without cause, upon 30 days written notice to the other Party. In the event payment is involved, BISD will be responsible for payment for only those Goods or Services that have been accepted by BISD up to the termination date. Similarly, BISD is entitled to a pro-rata refund for any Services for which BISD has paid but which have not yet been accepted.

4. **MUTUAL UNDERSTANDING AND RESPONSIBILITIES.** In support of this collaboration, the Parties agree to the following:
   a. Collaboration. An administrative representative from BISD and the MRJJC will meet at least once each semester of each academic school year during the term of this Agreement to provide

communication between the respective agencies, evaluate the overall achievement of the services being provided, establish program accountability guidelines, and review the provisions of this agreement.

b. Transition Team. The transition team will regularly monitor and track the transition process and student outcomes. Changes to the student's transition plan will be made as necessary and shared among the transition team to keep the student on track to have a successful reentry to the home school and community.

c. Transition Plan: The Transition Plan should include, but is not limited to: transition-plan activities and applicable comprehensive, evidence-based supports/interventions, which may include
   i. general/special education practices,
   ii. career/technical options,
   iii. behavior interventionist support,
   iv. mental health support, or
   v. other specialized support (i.e. anger management, drug/alcohol abuse counseling)

d. Membership. The transition team will be led by a Re-Entry Transition Coordinator or Specialist and include, but is not limited to, the following individuals as applicable:
   i. The Student
   ii. Parents or Guardian
   iii. Educators
   iv. Behavior Interventionist
   v. At-Risk Coordinator
   vi. Community Service Providers
   vii. Juvenile Justice Officials

5. **DISTRICT CONTRIBUTION AND RESPONSIBILITIES.** In support of this collaboration, the District will provide the following:

a. Assign an Administrator to work directly with MRJJC to facilitate this Agreement.

b. Evaluate this program, disaggregating data on participation by gender, race, ethnicity, and age while protecting individual student privacy, not less than once every 3 years. Disaggregation shall not be required in a case in which the number of students in a category is insufficient to yield statistically reliable information or the results would reveal personally identifiable information about an individual student. In conducting each evaluation, BISD will use multiple and appropriate measures of student progress to determine the program's impact on the ability of participants:
   i. To maintain and improve educational achievement;
   ii. To accrue school credits that meet State requirements for grade promotion and high school graduation;
   iii. To make the transition to a regular program or other educational program operated by the District;
   iv. To complete high school (or high school equivalency requirements) and obtain employment after leaving the correctional facility; and
   v. As appropriate, to participate in postsecondary education and job training programs.

c. Submit evaluation results to the Texas Education Agency ("TEA") and use the results of the evaluations to plan and improve subsequent programs for participating children and youth.

d. Keep documentation of allowable activities and expenditures, and make documentation available upon request from TEA.

e. Assign teachers to the MRJJC.
   i. The Executive Director of Human Resources will ensure that the correctional facility is staffed with certified teachers trained to work with children and youth At Risk and with disabilities, taking into consideration the unique needs of such students.

ii. BISD will ensure that all BISD staff members assigned to MRJJC have passed criminal history and background checks through the DPS system, in accordance with BISD Board Policy DBAA (Legal) and (Local). If an instance occurs at any point during a staff member's assignment to the MRJJC that he or she receives an alert through the DPS system, BISD will review the circumstances and take appropriate action, if any, in accordance with its employment policies and procedures.
iii. BISD will assign staff as needed and determined by the District to support enrollment at MRJJC.

f. Use technology to assist in coordinating educational programs between the correctional facility and the school.
   i. Students will use the online Edgenuity program or other program at the District's discretion.
   ii. In order to access the online Edgenuity program or other program designated by BISD, students will be provided Chromebooks for use during class, under the direct supervision of the teacher.
   iii. Use of the online Edgenuity program or similar online program is subject to change at any time, as determined by BISD staff.

g. Coordinate funds received under this subpart with other local, State, and Federal funds available to provide services.

h. Coordinate existing education programs to meet the unique educational needs of students.
   i. Under the Individuals with Disability Education Act of 2004 (IDEA), students with disabilities must have a transition plan in place. This plan is called an individualized transition plan (ITP) and is a part of their individualized education program (IEP).
   ii. The student's transition goals related to reentry from MRJJC must be incorporated into the existing ITP.
   iii. BISD will provide evidence-based transition curriculum to address social skills, decision-making, independent living skills, and workplace skills.

i. Coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, including prenatal health care and nutrition services, parenting and child development classes, childcare, targeted reentry and outreach program, referrals to community resources, and flexibility. Current partnerships include, but are not limited to:
   i. Collaboration with BISD At-Risk and PRS Coordinator to develop a plan of action for students who need prenatal health care, etc.
   ii. Local partnership with the Substance Abuse and Mental Health Services Administration (SAMHSA) and the Spindletop Center Substance Abuse treatment programs.
   iii. Collaborate with Legacy Community Health, located in Beaumont, Texas.

j. Partner with institutions of higher education or local businesses to facilitate postsecondary workforce success for students returning from correctional facilities. Current partnerships include:
   i. Lamar Institute of Technology (LIT), Dean of Strategic/Workforce Initiative Workforce Training & Continuing Education
   ii. Harvest House
   iii. Garth House
   iv. Family Services of Southeast Texas
   v. Collaboration with the BISD Director and the Coordinator of the CTE Program
   vi. Collaboration with the BISD Director of Guidance and Counseling
   vii. Collaboration with Lead BISD Guidance Counselors from each HS campus

k. Ensure the MRJJC is aware of a student's existing IEP by allowing the BISD employees assigned to MRJJC to have access to District special education and 504 records, including eSped, TEAMS, or any other student management programs adopted by the District.

l. Provide MRJJC with student attendance and grading reports each grading period.

m. Coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

6. **MRJJC CONTRIBUTION AND RESPONSIBILITIES.** In support of this collaboration, the MRJJC will provide the following:
   a. Personal information concerning juveniles detained to assist BISD in their attempts to provide Special Education services to identified youth.
   b. Transition assistance to help the child or youth stay in school, including coordinating services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
   c. Coordinate programs with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974, if applicable;
   d. Work with local entities to develop mentoring programs for children and youth; and
   e. Overall supervision and management of services at its facility.

7. **COMPENSATION.** Unless otherwise provided in this section, no payments shall be made between the Parties in connection with this ILA, and goods or services provided by the MRJJC to BISD in accordance with this ILA will be provided at no cost to the District. The only identified exceptions to this are as follows: None.

   In no event shall BISD be liable for an amount more than the amount identified in this section. Any authorized payments by BISD are subject to BISD's Purchase Order Terms and Conditions available online at: https://www.bmtisd.com/departments/business-finance/purchasing

8. **NON-APPROPRIATION OF FUNDS.** The Term of this Agreement is a commitment of each Party's current revenue only. Performance under this ILA is conditioned on the availability of lawfully appropriated funds. If sufficient funds are not appropriated or otherwise legally available, the affected Party may terminate this ILA without penalty, further liability, or obligation for services not yet performed.

9. **NO WAIVER OF IMMUNITY.** The execution of this ILA and the performance by BISD of any of its related obligations do not, and are not intended to, waive or relinquish, and BISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to BISD, its directors, officers, employees, or agents under federal or Texas laws.

10. **AUTHORIZATION OF CONTRACT.** By signing this ILA, each Party represents and warrants that the individual signing on its behalf is duly authorized to execute the ILA and bind the Party to its terms.

11. **NOTICE.** Any notice provided under the terms of this ILA by either party to the other shall be in writing and may be effected by hand-delivery, commercial overnight delivery, or by certified mail, return receipt requested to the addresses listed below. Each party may change the address at which notice is to be sent to that party by giving notice of such change to the other party in accordance with this Section.

To: Beaumont Independent School District
Attn: Kristin Gentry
Director – Procurement
3395 Harrison Avenue
Beaumont, TX 77706

To: Minnie Rogers Juvenile Justice Center
Attn: [Insert name]

[Insert title]
5326 US-69
Beaumont, TX 77705

12. **NO ASSIGNMENT.** Neither this ILA nor any duties or obligations under it shall be assignable by MRJJC without the prior written acknowledgement and authorization of BISD.

13. **SEVERABILITY AND WAIVER.** If any provision of this ILA is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect to the extent permitted by law. No waiver of a breach of any provision of this ILA shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

14. **ORIGINALS.** This ILA is executed in one single original copy, the original of which shall be maintained by the District.

15. **REPORTS.** To the extent applicable, the District and MRJJC shall furnish operating reports to designated representatives on a schedule to be mutually agreed upon. No written reports of any kind shall be released to any third parties without prior written approval of the District.

16. **RECORDS RETENTION, PUBLIC INFORMATION ACT, AND AUDITS.** The District or its authorized representative shall be afforded unrestricted access to and permitted to inspect and copy all the MRJJC's records, which shall include but not be limited to accounting records, hard copy as well as computer-readable data, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this ILA. The MRJJC shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after the term of this ILA expires. If this ILA is funded from contract or grant funds provided by the U.S. Government or the State of Texas, the ILA, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives. MRJJC acknowledges the District is subject to the Texas Public Information Act.

17. **RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR STATUS.** It is the intention of the Parties that the MRJJC be an independent contractor and not an employee, agent, joint venturer, or partner of BISD. Nothing in this ILA shall be interpreted or construed as creating or establishing the relationship of employer and employee between BISD and either MRJJC or any employee, volunteer, or agent of MRJJC, nor shall anything in this ILA be construed as creating or establishing a joint venture or business partnership between BISD and either MRJJC or any employee, volunteer, or agent of MRJJC. The MRJJC assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees while performing any services incident to this ILA, and shall remain solely responsible for their supervision, daily direction and control, payment of wages and/or salary, including withholdings, workers' compensation, disability benefits, and like requirements and obligations.

18. **CRIMINAL HISTORY BACKGROUND CHECK.** Pursuant to Sections 22.0834 and 22.0835 of the Texas Education Code, MRJJC certifies that all employees, subcontractors and volunteers of the MRJJC, who have or will have continuing duties related to the services contemplated under this ILA, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections. The criminal history background information obtained by MRJJC for any employee, subcontractor, or volunteer working under this ILA will be provided to the District prior to commencing work. Upon receipt of information that any MRJJC employee, subcontractor, or volunteer has been convicted of a disqualifying offense identified in the

Texas Education Code, MRJJC will notify the District and remove such employee, subcontractor, or volunteer from any direct contact with students from any District campus.

19. **STUDENT RECORDS.** MRJJC understands that the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), governs the privacy and security of educational records and information and agrees to abide by FERPA rules and regulations, as applicable. MRJJC further acknowledges that, to the extent MRJJC receives confidential student information during the performance of duties under this ILA, MRJJC is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law.

20. **COMPLIANCE WITH APPLICABLE LAW AND BISD RULES, REGULATIONS, AND REQUIREMENTS.** MRJJC agrees to comply and certifies compliance with all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including, but not limited to, the federal Uniform Guidance, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75–77 and 81. MRJJC certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances as detailed in BISD's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 C.F.R. Part 200," which is incorporated by reference herein. MRJJC further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those referenced in BISD's Vendor Packet completed by MRJJC, which is incorporated by reference herein. Further, MRJJC agrees to and shall comply with all rules, regulations, and requirements of BISD and the BISD school(s) at which any services are to be performed.

21. **BUSINESS ETHICS.** During the course of pursuing contracts, and the course of performance under this ILA, MRJJC will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans, or other considerations beyond that which would be collectively categorized as incidental shall be made to any employees or officials of the District, its authorized agents and representatives, or to family members of any of them. At any time MRJJC believes there may have been a violation of this obligation, MRJJC shall notify the District of the possible violation. The District is entitled to request a representation letter from MRJJC, its subcontractors, or vendors at any time to disclose all things of value passing from MRJJC, its subcontractors, or vendors to the District's personnel or its authorized agents and representatives. MRJJC agrees that MRJJC's services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from the District.

22. **DEBARMENT AND SUSPENSION.** MRJJC certifies, to the best of its knowledge and belief, that it is not presently debarred, suspended for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

23. **FELONY CONVICTION NOTICE.** According to Texas Education Code 44.034(a), "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or an owner-operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." BISD may terminate a contract with a person or entity if the District determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction.

24. **INSURANCE.** MRJJC will ensure that it and its employees and/or agents providing services pursuant to this ILA are covered by a professional liability insurance policy providing sufficient coverage against professional liabilities, which may occur as a result of the services provided to referred students. The District shall be named as an additional insured on the required policy. Additionally, the MRJJC shall furnish certificates of insurance to the District indicating compliance with this paragraph.

25. **GOVERNING LAW.** This ILA shall be governed by and interpreted in accordance with the laws of the State of Texas.

26. **COMPLETE UNDERSTANDING.** This ILA shall constitute the complete understanding of MRJJC and the District and may not be modified in any manner without the express written consent of both Parties. By signing this ILA, MRJJC affirms that there is no personal or financial conflict of interest between the MRJJC or the MRJJC's family and the District.

IN WITNESS WHEREOF, Beaumont Independent School District and MRJJC have caused this Interlocal Agreement to be executed as of the date last written below.

Beaumont Independent School District	**MRJJC**
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

II.F.3. Approve Interlocal Memorandum of Understanding for Partnership with Communities in Schools

BISD

Board Agenda Item

Board Meeting Date:	
Aug 20, 2026	
Agenda Category:	Action Item

ITEM NUMBER/TITLE:

II.F.3. Approve Interlocal MOU for Partnership with Communities in Schools

CABINET LEVEL PRESENTER:

Rachel Harrah

BACKGROUND:

Beaumont ISD proposes a partnership with Communities In Schools of Southeast Texas (CISSET) to provide integrated student support and College, Career, and Military Readiness (CCMR) services at Beaumont United High School and West Brook High School during the 2026–2027 school year.

RATIONALE:

CISSET will provide two full-time Site Coordinators to support students with postsecondary planning, FAFSA and TSI completion, career and military exploration, scholarships, and other individualized student needs. The program also includes access to mental health services and ongoing performance monitoring.

ADMINISTRATIVE RECOMMENDATION:

Administration recommends that the Board of Trustees approve the agreement with Communities In Schools of Southeast Texas for the 2026–2027 school year in the amount of $60,000.00

Please check one:

☑ For approval	☐ Report / Information Only	☐ Recognition Only

CONTRACTED SERVICES AGREEMENT FOR BEAUMONT INDEPENDENT SCHOOL DISTRICT

This Contracted Services Agreement for Beaumont Independent School District ("Agreement") is made and entered into on this __ day of August, 2026, by and between Beaumont Independent School District, located at 3395 Harrison Avenue Beaumont, TX 77706 ("District" or "BISD") and Communities in Schools of Southeast Texas, Inc., located at 87 IH-10 North Suite 101, Beaumont, Texas 77707 ("CISSET") (each a "Party", and collectively, the "Parties").

WHEREAS, BISD is a Texas independent school district and political subdivision of the state of Texas;

WHEREAS, pursuant to the Texas Education Code, Chapter 33, Subchapter E (Sections 33.151 through 33.159) BISD and CISSET desire to set forth in writing the terms and conditions of their agreement for CISSET to provide certain services to BISD;

WHEREAS, BISD has determined that such services are in support of its educational objectives;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **PURPOSE.** BISD agrees to retain CISSET, and CISSET agrees to provide the services and perform the duties and set forth in Section 2 – Scope of Work.

2. **SCOPE OF WORK.** Attachment A includes a detailed Scope of Work that sets out the services ("Services") CISSET agrees to provide. The Scope of Work may be amended from time to time by written agreement of the Parties to be attached and incorporated into this Agreement. In no event shall the Scope of Work serve to amend the terms of this Agreement; in the event there is a conflict between this Agreement and the Scope of Work, the terms of this Agreement shall prevail.

3. **TERM OF CONTRACT.** The term of this Agreement shall begin on September 1, 2026 and ends on August 31, 2027 unless terminated as provided herein ("Term").

4. **ENTIRE AGREEMENT.** The following contract documents contain the entire agreement of the Parties relative to the purpose(s) of this Agreement and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Agreement: (1) this Agreement, including Attachment A and Exhibit A, and other any attached and incorporated addenda, exhibits, documents/forms, or attachments; (2) the Texas Student Privacy Alliance's Standard Student Data Privacy Agreement located at https://www.bmtisd.com/departments/business and incorporated by reference herein ("DPA"); (3) CISSET's completed BISD Vendor Packet (including all certifications therein); and (4) Exhibit A – the portion of CISSET's Proposal accepted by District, attached and incorporated herein. In the event of a conflict between or among the contract documents, the following hierarchy shall prevail: (1) CISSET's completed BISD Vendor Packet; (2) this Agreement, including Attachment A and Exhibit A; (3) and the DPA. In the event of a conflict or inconsistency related to a matter of data privacy or data protection between or among the contract documents and/or applicable data privacy or data protection law, the Parties agree that the requirement that affords the most protection to BISD Data (as that term is defined in the DPA) will supersede and prevail. This Agreement supersedes any conflicting terms and conditions on any CISSET purchase or work orders, invoices, checks, order acknowledgements, forms, contracts, terms of use, online/website/click-through source terms, or similar commercial documents relating hereto and which may be issued by CISSET after the Effective Date of this Agreement.

5. **TERMINATION.** The Parties may mutually agree in writing to terminate this Agreement for any reason, with or without cause, as of the date agreed. Further, either Party may terminate for convenience upon thirty (30) days written notice. Upon termination for any reason, CISSET shall discontinue services as directed, BISD will not be responsible for costs incurred after the effective termination date. And any prepaid or unearned amount will be returned to BISD on a prorated basis, consistent with the original cost-share arrangement. In the event this Agreement is terminated because of a violation or breach of the Agreement's terms by the CISSET, BISD shall be entitled to all administrative, contractual and legal remedies, including, but not limited to, sanctions, penalties, and any such other rights and remedies available at law or in equity that the court deems just.

6. **COMPENSATION AND PAYMENT.** BISD will pay CISSET in accordance with the terms of the Scope of Work for Services provided in Attachment A and in no event shall BISD be liable for an amount more than the not-to-exceed amount stated therein unless the Parties desire to increase the Scope of Services provided and the Parties amend Attachment A via a mutually agreeable written amendment. Payment to CISSET will be made in accordance with BISD procedures and applicable law, including, without limitation, the Prompt Pay Act, Chapter 2251 of the Texas Government Code. Contractor is required to submit to BISD a completed BISD Vendor Packet, including IRS Form W-9 for the current tax year, Ch. 22 Criminal History Records Contractor Certification, Conflict of Interest Questionnaire, and other forms required by BISD before payment is rendered. Payment to Contractor shall be made only after Services are performed and not before. Advance payment to Contractor is strictly prohibited.

7. **OPERATIONAL NEEDS.** To facilitate CISSET in providing Services under this Agreement, BISD agrees to provide the CISSET Site Coordinator at each of the BISD campuses receiving Services with an office space and access to a copier, internet, a separate, direct telephone line, and access to the student data necessary for providing the Services. BISD further agree to notify CISSET of all developments, policy changes or other issues arising within District or the BISD Campuses, which BISD determines, in its sole discretion, affect or have the potential to affect the Services provided by CISSET under this Agreement.

8. **RELATIONSHIP OF THE PARTIES/ INDEPENDENT CONTRACTOR STATUS.** It is the intention of the parties that the CISSET be an independent contractor and not an employee, agent, joint venturer, or partner of BISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BISD and either CISSET or any employee, volunteer, or agent of CISSET, nor shall anything in this Agreement be construed as creating or establishing a joint venture or business partnership between BISD and either CISSET or any employee, volunteer or agent of CISSET. CISSET is not entitled to participate in any pension plans, bonus, stock, or similar benefits that BISD provides for its employees. BISD and CISSET agree that neither CISSET nor CISSET's subcontractors, agents, or employees shall be covered under any BISD insurance policy, including but not limited to BISD's liability, property and casualty, or workers' compensation insurance policies. While performing Services under this Agreement, CISSET acknowledges and agrees to remain responsible for the actions of CISSET staff, employees, agents, representatives, and/or subcontractors and shall remain solely responsible for their payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations.

9. **NO THIRD-PARTY BENEFICIARIES.** Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

10. **NO WAIVER OF IMMUNITY.** The execution of this Agreement and the performance by BISD of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and BISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to BISD, its directors, officers, employees, or agents under federal or Texas laws.

11. **AUTHORIZATION OF CONTRACT.** By signing this Agreement, the undersigned representative for CISSET represents and warrants that s/he has authority to enter into this Agreement on behalf of CISSET.

12. **NO WAIVER.** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term of this Agreement shall be taken or held to be a waiver of any other term hereof or the breach thereof. No failure or delay by BISD in exercising any right or power accruing upon the non-compliance or failure of performance by CISSET under the provisions of this Agreement shall be construed to be a waiver of such non-compliance or failure of performance or subsequent rights accruing to BISD. No waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

13. **SITE COORDINATORS.** The Site Coordinators provided by CISSET remain employees of CISSET. If a Site Coordinator resigns or is terminated for any reason, CISSET will, in accordance with applicable law and District Policy, arrange for qualified personnel to cover an extended absence. CISSET will be given at least ten business days to find a replacement Site Coordinator. CISSET will make reasonable efforts to replace the Site Coordinators. If CISSET is unsuccessful in providing qualified personnel during a Site Coordinator's extended absence (which shall be defined for purposes of this Section as three (3) business days) or to replace the Site Coordinator, CISSET will refund Beaumont ISD on a pro-rata basis for any compensation paid.

14. **NOTICE.** Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be effected by electronic message, hand-delivery, or by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed to the physical address provided in this Notice Section. Each party may change the address at which notice is to be sent to that party by giving notice of such change to the other party in accordance with this Section.

    To: Beaumont Independent School District – Purchasing Department
    Attn: Kristin Gentry
    Director of Procurement
    3395 Harrison Avenue
    Beaumont, TX 77706
    purchasing@bmtisd.com

    To: Communities in Schools of Southeast Texas, Inc.
    Attention: Latrissa Goodman
    Executive Director
    87 IH-10 North, Suite 101
    Beaumont, Texas 77707
    lgoodman@cisset.org

    Notice shall be deemed to have been given to either party upon delivery (if hand-delivered) or upon the expiration of forty-eight (48) hours after mailing (if sent by certified mail, return receipt requested).

15. **NO ASSIGNMENT.** Neither this Agreement nor any duties or obligations under it shall be assignable by CISSET without the prior written acknowledgement and authorization of BISD.

16. **SECTION HEADINGS.** The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

17. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. The mandatory and

exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Jefferson County, Texas.

18. **ATTORNEYS' FEES.** The prevailing party in any adjudication relating to or arising out of this Agreement shall be awarded all reasonable and necessary attorneys' fees and costs.

19. **COMPLIANCE WITH APPLICABLE LAW AND BISD RULES, REGULATIONS, AND REQUIREMENTS.** CISSET agrees to comply and certifies compliance with all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including but not limited to those referenced in BISD's Vendor Packet completed by CISSET, which is incorporated by reference herein. Further, CISSET agrees that CISSET and its employees, agents, and/or representatives shall comply with all BISD requirements and BISD Board Policy.

20. **NON-DISCRIMINATION.** CISSET will not discriminate because of race, color, religion, national origin, sex, age, disability, or any other characteristic protected under applicable federal, state, or local laws.

21. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

22. **PROGRAM EVALUATION.** CISSET and its Site Coordinators, agents, and/or representatives shall work diligently to provide the Services set forth in Attachment A and achieve the outcomes set forth in Exhibit A. BISD reserves the right to monitor the progress of CISSET employees, agents, and/or representatives. If BISD, in its sole discretion, elects to conduct an evaluation of the Side Coordinators and Services provided by CISSET, BISD shall notify CISSET at least 2 business days prior to the evaluation.

23. **SAFETY/LIABILITY.** All Services are performed entirely at CISSET's risk. CISSET, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation. In case of conflict, the most stringent safety requirements shall govern. CISSET shall indemnify and hold BISD harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and Beaumont of every kind arising from the breach of CISSET's obligations under this provision.

24. **INDEMNITY.** The District shall not be required to indemnify and/or hold harmless the CISSET and/or its agents and employees. **TO THE FULLEST EXTENT PERMITTED BY LAW, CISSET SHALL INDEMNIFY AND HOLD HARMLESS BEAUMONT ISD, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, DAMAGE, EXPENSE (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES), AND CLAIMS FOR INJURY TO OR DEATH OF ANY PERSON, OR INJURY OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIM"), WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CISSET, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, EXCEPT FOR CLAIMS ARISING ENTIRELY FROM THE NEGLIGENCE OF BEAUMONT ISD**. Nothing in this Agreement shall be construed to create a claim or cause of action against the District for which it is not otherwise liable, to waive any immunity or defense to which BISD may be entitled, or to create an impermissible deficiency debt of BISD.

25. **INSURANCE.** Both Parties shall maintain the insurance necessary to perform under this Agreement.

26. **WORKFORCE.** CISSET shall employ only orderly and competent employees, skilled in the performance of the services, if any, which shall be performed under this Agreement. CISSET, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on BISD's property, nor may such workers by intoxicated or under the influence of alcohol or drugs on BISD's property.

27. **RECORDS RETENTION AND AUDITS.** BISD or its authorized representatives shall be afforded unrestricted access to and permitted to inspect and copy any and all books, documents, papers, and records in the possession of the CISSET (and its successors, transferees, assignees, and subcontractors) at any time, which shall include but not be limited to accounting records (hard copy as well as computer-readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. The CISSET shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment is made under this Agreement. If this Agreement is funded from contract/grant funds provided by the U. S. Government or the State of Texas, then (1) the CISSET shall preserve all such records as required by 2 C.F.R. § 200.334, and (2) the Agreement, books, and records shall be available for review and audit by BISD, the Comptroller General of the U.S., the Department of Homeland Security, FEMA, and/or the Inspector General (and any of their duly authorized representatives), and/or the State of Texas and its duly authorized representatives.

28. **EDUCATION RECORDS.** Because CISSET and/or its employees, agents, and/or representatives will have access to student personally identifiable information or student education records will receive access to student information for certain students of BISD pursuant to this Agreement, CISSET must complete, in full, the Texas Student Privacy Alliance's Standard Student Data Privacy Agreement ("DPA"), incorporated herein, provided by the District with this Agreement. CISSET shall secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to all privacy laws. CISSET understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information, and CISSET agrees to abide by FERPA rules and regulations, as applicable. Pursuant to the FERPA, CISSET must protect the confidentiality of BISD student records and shall not release any information without written consent from the BISD student's parent/guardian or eligible student unless required to do so by applicable law. CISSET further acknowledges that to the extent CISSET, including but not limited to, CISSET's staff, employees, and/or representatives, receives confidential BISD student information during the performance of duties under this Agreement, CISSET is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law. CISSET shall require its employees and other agents to execute written agreements requiring that such information be kept confidential. The Parties agree to abide by the DPA, regarding the sharing of confidential student information, as required by applicable law. CISSET and its employees/ representatives shall at all times abide by applicable laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA). CISSET shall immediately provide notice to BISD of any violation of the terms of this paragraph.

    BISD or its designee shall have access to all education records and other documents in the possession of CISSET concerning students served by BISD for purposes of monitoring student progress, conducting evaluations, and making reports.

    CISSET agrees that BISD's student data, including but not limited to documents and information concerning any individual student ("BISD student data"), is to be held in strictest confidence and assures that procedures are in place for safeguarding, monitoring, and protecting the confidentiality of BISD student data. CISSET shall keep all media containing BISD student data in a secure area. In addition, CISSET agrees that any data sets or output reports generated by its employees, agents, and/or representatives with BISD student data are confidential. CISSET shall not disclose to any unauthorized person any data sets or reports with BISD student data. CISSET agrees to monitor and be responsible for any access to BISD student data by tracking access through the use of password(s). CISSET shall provide BISD immediate notice of any security and/or data breaches and shall fully cooperate with all BISD requests in connection with BISD's notification to users of such security and/or data breaches as required by federal law or the laws of the state of Texas.

Upon termination of this Agreement or as otherwise requested by BISD in writing, CISSET shall transfer to BISD or its designee all BISD student data delivered to or collected by the CISSET during the course of this Agreement, in accordance with the requirements detailed in the Data Protection Addendum.

CISSET shall be responsible for ensuring compliance with the obligations of this section by each of its employees, agents, representatives, and subcontractors providing services pursuant to this Agreement, including but not limited to informing those persons and entities of these obligations and exercising adequate supervision and oversight over said persons and entities to ensure their compliance. CISSET shall be solely responsible for any breach of the obligations of this section by any of its employees, agents, representatives, or subcontractors.

29. **RECORDS REQUESTS.** The Parties acknowledge that BISD is obligated to strictly comply with the Texas Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon the written request of BISD, CISSET will promptly provide specified contracting information exchanged or created under this Agreement. CISSET waives any claim against and releases from liability BISD, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by either Party and determined by BISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code.

    CISSET shall immediately notify BISD if CISSET receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records maintained by CISSET on behalf of BISD pursuant to this Agreement. CISSET shall provide a copy of such request to BISD, unless otherwise prohibited by law.

30. **CONFIDENTIAL & PROPRIETARY INFORMATION.** Unless required by law, the existence and terms of this Agreement may not be disclosed by the CISSET to any third party without the prior written consent of BISD. The CISSET may not publish or use any publicity materials relating to this Agreement or use BISD's name without the prior written consent of BISD. Only the specific information expressly identified in BISD's written consent may be disclosed, and the disclosure must be made only to the specific third party(ies) expressly identified in BISD's written consent.

    In the course of performing duties under this Agreement, CISSET may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by BISD and employees of BISD. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of BISD, either during the Term of this Agreement or after such Term.

    CISSET acknowledges that BISD would be irreparably injured if CISSET were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for CISSET's own purposes or benefit and that money damages would not compensate BISD for such irreparable injury.

    In addition to the above obligations of CISSET, the parties agree that they may provide technical information, documentation and expertise to each other that is either (1) conspicuously marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence using reasonable efforts to prevent the disclosure of Confidential Information to third parties, at least equal to the efforts employed by the receiving party to protect its own confidential information of like kind; (ii) except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's authorized employees on a need-to-know basis; and (iii) use the disclosing party's Confidential Information solely for performance of this Agreement. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations and the knowledge of the receiving party is known to the disclosing party; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall notify the other party of such intended disclosure immediately upon receipt of the court order or other event triggering a disclosure obligation, in order to allow such party to seek a protective order or other remedy. The provisions of this paragraph survive the expiration or earlier termination of this Agreement.

31. **SECURITY BREACH NOTIFICATION.** If, pursuant to this Agreement, CISSET has access to computerized data that contains "sensitive personal information" as defined by Tex. Bus. & Comm. Code § 521.002 or information the disclosure of which is regulated by law, this paragraph shall apply. CISSET agrees to promptly notify the District in the event of a breach of system security or any unauthorized acquisition, access, use, or disclosure of District data, including any data that is protected under federal or state law (collectively, a "Security Incident"). As required by the Texas Cyber Command Act, notification shall be made to the District's designated contact within forty-eight (48) hours of the CISSET becoming aware of such Security Incident, unless a shorter period is required by applicable law. CISSET shall cooperate fully with the District to investigate and respond to the Security Incident. This includes, but is not limited to, providing a detailed written description of the incident, the type of data affected, the number of individuals potentially impacted, steps taken to mitigate the breach, and plans for preventing a recurrence. Notification and response shall be conducted in a manner consistent with applicable laws and regulations, including but not limited to Texas Business and Commerce Code § 521.053, and Texas Department of Information Resources (DIR) Security Control Standards Catalog. Where applicable, CISSET shall also comply with guidance issued by DIR and the Texas Education Agency regarding breach response and data privacy. CISSET shall bear all costs associated with the investigation, notification, and remediation of any Security Incident caused in whole or in part by CISSET's acts or omissions, including the cost of required notices to affected individuals and regulatory agencies.

32. **INTELLECTUAL PROPERTY/WORK PRODUCT.** CISSET represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement. All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by CISSET in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of the District and/or the grant-awarding agency, as applicable. CISSET shall deliver all such materials to the District upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by the District for use by CISSET in connection with the Services performed under this Agreement will remain the District's property. Any pre-existing programs, data, or other materials furnished and owned by CISSET for use by CISSET in connection with the Services performed under this Agreement will remain CISSET's property.

33. **NON-APPROPRIATION OF FUNDS.** The Term of this Agreement is a commitment of BISD's current revenue only. Notwithstanding anything to the contrary in this Agreement, BISD is obligated to make payments only as approved each year by BISD's Board of Trustees. BISD's Board of Trustees retains the right to terminate the Agreement at the expiration of each budget period of BISD. To the extent that BISD will use grant funds to fulfill its obligations under this Agreement, CISSET acknowledges that grant funds

will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") and receipt of grant funding by BISD from the awarding agency. As such, if BISD does not receive sufficient grant funding for the services provided in this Agreement, BISD may terminate this Agreement without penalty and without further liability, obligation, or duty (monetary or otherwise) to CISSET, at any time upon written notice to CISSET.

34. **PERFORMANCE.** CISSET represents and warrants that CISSET has the experience, qualifications, licenses, and certifications required to provide the Services. Further, CISSET agrees that CISSET's Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from BISD. If CISSET is unable to complete the work in this manner, CISSET shall notify BISD in accordance with the Notice Section of this Agreement.

35. **CHANGES AND AMENDMENTS.** During the Term of the Agreement, BISD reserves the right to make changes to the Services the CISSET is required to provide pursuant to this Agreement, including, but not limited to, adding scope to, or deleting scope from, the Agreement. This Agreement may be amended only by the mutual agreement of the Parties, in writing to be attached to and incorporated in this Agreement.

36. **SEVERABILITY.** In the event that any one or more of the provisions contained in this 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, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

37. **FORCE MAJEURE.** Neither BISD nor CISSET shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond BISD or CISSET's control.

    BISD and CISSET are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Party seeking relief under this provision.

    The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance by either Party to this Agreement caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. BISD and CISSET shall not have any claim for damages against one another resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event CISSET's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, BISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of BISD's contractual, legal, or equitable rights.

38. **COMPLIANCE WITH LAWS.** CISSET shall comply with all applicable federal, state, local, and State of Texas laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, and building code requirements. For the entire duration of this Agreement, CISSET and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement. CISSET must pay all fees and charges for connections to outside services and for use of property outside the project site.

39. **SIGNATURES.** IN WITNESS THEREOF, BISD and the CISSET have executed this Agreement to be effective as of the first date of the Term ("Effective Date").

Agreed to by Communities In Schools of Southeast Texas, Inc.

Date: _______________ By: ____
(Signature)

Printed Name: ____

Title: ____

Agreed to by Beaumont Independent School District

Date:_______________ By: ____
(Signature)

Printed Name: ____

Title: ____

The following incorporated attachments and exhibits of this Agreement are attached and included herein:

- ATTACHMENT A – SCOPE OF WORK
- EXHIBIT A – PORTION(S) OF CISSET'S PROPOSAL ACCEPTED BY DISTRICT

ATTACHMENT A:
SCOPE OF WORK

CISSET is a dropout prevention program with a foundation of integrated student support systems intended to provide intensive case-management and family support to at-risk students by focusing on College, Career, and Military Readiness ("CCMR") and through the CIS model which relies heavily on a three-tiered approach (collectively the "CISSET Program"):

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

During the Term CISSET agrees to provide the following Services to BISD:

1. 2 full-time CISSET Site Coordinators, one at each of the BISD Campuses (Beaumont United High School and West Brook High School), who will implement the CISSET Program and CCMR services that assist students with:
    - College awareness beginning in 9th grade
    - Preparing for postsecondary education
    - Completing college admissions requirements
    - TSI readiness and completion
    - Completing FAFSA applications
    - Exploring career pathways
    - Connecting with military opportunities
    - Securing scholarships and financial aid
    - Developing individualized postsecondary plans
    - Successfully transitioning beyond high school
2. Access to a Licensed Mental Health Professional (LPC, LMSW, LCSW and/or etc.) that will visit and provide mental health services on the campus as needed through group and/or individual counseling.
3. Employ and supervise qualified CISSET Site Coordinators
4. Provide ongoing professional development
5. Develop annual campus plans
6. Coordinate CCMR programming
7. Maintain required CISSET student case management files and documentation
8. Collect and report performance data and submit performance reports to provide the following:
    - Monthly Activity Report providing the number of students served by CISSET, services provided by CISSET, CCMR activities conducted by Site Coordinators/CISSET, and the referrals and community partnerships provided by CISSET.
    - Quarterly Performance Reports providing the progress made toward agreed-upon goals, attendance, behavior, and academic indicators, CCMR milestones (TSI, FAFSA, applications, scholarships, etc.), success stories and program highlights, and student outcome data (Q4 report only)
    - Mid-Year Review of the CISSET Program implementation to identify challenges and needed adjustments and review CISSET Program priorities for the BISD Campuses
    - Annual Program Evaluation providing a summary of services and outcomes/goal attainment, recommendations for continuous improvement, and planning for the following school year.
9. Coordinate community partnerships
10. Participate in campus leadership meetings as appropriate
11. Collaborate with counselors and administrators
12. Maintain confidentiality of student information

13. Conduct partnership meetings on the following basis: (a) monthly campus-level meetings with principals/Site Coordinator; (b) meeting with district leadership each semester, requested by BISD; and (c) annual strategic planning/evaluation meeting.
14. Provide overall management and supervision of CISSET programs.
15. Follow national, state and local policies of the various funders and affiliations, and ethical standards for service provision, under applicable state and local laws. Further, CISSET will follow the written district or school policies concerning student service delivery where written district or school policies are more restrictive than the policies noted above, except as otherwise herein noted or mutually agreed in writing.
16. Maintain files on students served containing all relevant data requisite to the case and to project criteria. Case records will only be released in accordance with the Confidentiality of Mental Health Information statues under Texas Civil Law, and adhere to FERPA and state privacy and security requirements.
17. Supervise and oversee of project staff in accordance with CISSET personnel policies and consistent with state and federal laws. Individuals repositioned by other organizations to a CISSET project remain employees of the assigning organization, but each organization's actions are carried out under the auspices of CISSET and in accordance with the mutually agreed upon service delivery plan.
18. Administrative, logistical and technical support to ensure the success of Site Coordinators.
19. Notification to the Principals and appropriate legal authorities, in accordance with law, of cases presented to its staff that involve suicidal ideation, violent behavior, child abuse, sexual abuse/harassment and legal custody. CISSET will assist in the resolution of such cases if requested by the principal.

During the Term BISD agrees to provide the following:

1. Include CISSET staff in campus CCMR planning
2. Promote family engagement events
3. Collaborate on student outcome goals listed in Exhibit A

BISD agrees to remit payment to CISSET for the above-detailed Services in an amount not-to-exceed $60,000.00.

EXHIBIT A: PORTION(S) OF CISSET'S PROPOSAL ACCEPTED BY DISTRICT

CIS Case Management Outcomes:

- **Outcome #1:** Students will remain in school, be promoted to the next grade, and graduate with a post-secondary and/or career plan. By giving students tools to manage their personal circumstances and overcome obstacles that prevent their success, CISSET provides the steps to allow students to move forward in their long-term education.
- **Outcome #2**: The CIS Model including behavioral and mental health services alleviates emotional and behavioral challenges, enhance coping skills, improve student wellness, and in turn, scholastic achievement.
- **Outcome #3**: Students will graduate from school prepared for college

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www.cisset.org
87 IH-10 N
Suite 101
Beaumont, TX 77707

and/or career training. By being prepared and having a goal to move forward, the student will become a productive and vital member of our community.

Performance Measurements and Reporting

Goal is to show 85% or more improvement in the targeted areas

- % of CMS Targeted for ACADEMICS who Improved:
- % of CMS Targeted for BEHAVIOR who Improved:
- % of CMS Targeted for ATTENDANCE who Improved:
- % of CMS who were PROMOTED:
- % of Eligible CMS who GRADUATED:
- % of CMS who STAYED IN SCHOOL:

By the conclusion of the 2026 – 2027 school year, the partnership seeks to achieve measurable baselines in the new CCMR initiative with CISSET, including:

- Track Postsecondary Planning
- Track the number of CISSET participating seniors with individualized postsecondary plans
- Track FAFSA completion rates
- Track financial aid application submissions
- Track scholarship applications submitted
- Track scholarship awards earned
- Track the number of students completing TSI testing
- Track participation in career exploration activities
- Track participation in military information sessions and enlistment plans
- Track Student Engagement
- Improve overall progress of academics, attendance, behavior and social service needs among participating students

Monthly Activity Reports

- Students served
- Services provided
- College, career, and military readiness activities
- Referrals and community partnerships

Quarterly Performance Reports

- Progress toward agreed-upon goals
- Student outcome data (end of year)
- Attendance, behavior, and academic indicators
- CCMR milestones (TSI, FAFSA, applications, scholarships, etc.)
- Success stories and program highlights

Mid-Year Review

- Joint review of implementation
- Identification of challenges and needed adjustments
- Review of district and campus priorities

Annual Program Evaluation

- Summary of services and outcomes
- Goal attainment
- Recommendations for continuous improvement
- Planning for the following school year

Regular Partnership Meetings

- Monthly campus-level meetings with principals/site staff
- Semester district leadership meetings
- Annual strategic planning/evaluation meeting

II.F.4. Approve the Official Designation of Elevate Learning Center

Board Agenda Item

Board Meeting Date:	
Aug 20, 2026	
Agenda Category:	Action Item

ITEM TITLE:

Approve the Official Designation of Elevate Learning Center

REQUIREMENT TYPE:

☐ Annual Requirement	☐ Legal Requirement

BACKGROUND:

The District has identified the need for a multi-use educational facility to support expanded learning opportunities and provide centralized space for various District programs and services. The facility will support students participating in the Pathways Program while also providing space for Curriculum and Instruction, community learning opportunities, and other educational services. As part of the District's ongoing efforts to align facilities and programs with its strategic vision, Administration is proposing the official designation of the facility as Elevate Learning Center.

RATIONALE:

The official designation of the Elevate Learning Center provides a clear identity for a facility designed to serve multiple educational and community purposes. The center will support the District's commitment to expanding opportunities for students, strengthening instructional and support services, and creating spaces that promote learning and engagement. The designation also reflects the District's strategic vision and the broader role the facility will serve for students, staff, and the community.

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends approval of the official designation of Elevate Learning Center. The center will serve as a multi-use district facility that supports the Pathways Program, district Curriculum and Instruction, community learning opportunities, and other educational services, aligned with the district's strategic vision.

Please check one:

☑ For approval	☐ Report / Information Only	☐ Recognition Only

II.F.5. Discuss and, if appropriate, take action to approve an Order Authorizing the Issuance of the District's Unlimited Tax Refunding Bonds, Series 2026 ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF BEAUMONT INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2026; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS; AND CONTAINING OTHER MATTERS RELATED THERETO

BISD

Board Agenda Item

Board Meeting Date:	
Aug 20, 2026	
Agenda Category:	Action Item

ITEM NUMBER/TITLE:

II.F.5. Discuss and if appropriate take action to approve an order authorizing the issuance of the District's unlimited tax refunding bonds, which order is titled as follows:

ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF BEAUMONT INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2026; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS; AND CONTAINING OTHER MATTERS RELATED THERETO

CABINET LEVEL PRESENTER:

Cheryl Hernandez

BACKGROUND:

Historically, the District has maintained its Interest & Sinking (I&S) tax rate at a level that allowed available funds to be used to defease debt early, reducing future interest costs for taxpayers. Recent legislative changes to the requirements for setting the I&S tax rate have limited the District's ability to continue this approach. As an alternative, the District is proposing a bond refunding to continue proactively managing and reducing its outstanding debt.

RATIONALE:

The proposed refunding will accelerate principal payments currently scheduled for 2034 and 2035, allowing the District to retire this debt sooner. This strategy is expected to reduce future interest costs and provide approximately $2.1 million in savings to taxpayers.

ADMINISTRATIVE RECOMMENDATION:

Approve Order Authorizing the Issuance of the District's Unlimited Tax Refunding Bonds, Series 2026

Please check one:

☑ For approval	☐ Report / Information Only	☐ Recognition Only

ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF BEAUMONT INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2026; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS; AND CONTAINING OTHER MATTERS RELATED THERETO

STATE OF TEXAS §
COUNTY OF JEFFERSON §
BEAUMONT INDEPENDENT SCHOOL DISTRICT §

WHEREAS, Beaumont Independent School District (the "District") has heretofore issued the bonds described in Exhibit A attached hereto; and

WHEREAS, the District desires to refund a portion of said bonds (the "Refunded Bonds") in advance of their maturities; and

WHEREAS, Chapter 1207, Texas Government Code, authorizes the District to issue refunding bonds for the purpose of refunding the Refunded Bonds in advance of their maturities, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, the District desires to authorize the execution of an escrow agreement, as necessary, and provide for the deposit of proceeds of the refunding bonds, together with other lawfully available funds of the District, to pay the Refunded Bonds; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts, and all other covenants, provisions, terms, and conditions of the orders authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated, and defeased; and; Now, Therefore

BE IT ORDERED BY THE BOARD OF MANAGERS OF THE BEAUMONT INDEPENDENT SCHOOL DISTRICT:

Section 1. **Definitions.** Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below:

"Act" means Chapter 1207, Texas Government Code.

"Board" means the Board of Managers of the District.

"Bond" or "Bonds" means the Beaumont Independent School District Unlimited Tax Refunding Bonds, Series 2026, authorized in this Order, unless the context clearly indicates otherwise.

"Business Day" means any day that is not a Saturday, Sunday, a day on which the Registrar is authorized by law or executive order to remain closed, or a legal holiday.

"Code" means the Internal Revenue Code of 1986, as amended.

"Debt Service Fund" means the interest and sinking fund established by the District pursuant to Section 15 of this Order.

"District" means 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., and any successor in that capacity.

"Escrow Agreement" means the agreement between the District and the Escrow Agent relating to the escrow of funds to pay the Refunded Bonds.

"Delivery Date" means the date the Bonds are initially delivered to and paid for by the Purchaser.

"Order" as used herein and in the Bonds means this order authorizing the Bonds.

"Outstanding," when used with respect to the Bonds, means, as of a particular date, all Bonds theretofore and thereupon delivered pursuant to this Order except: (a) any Bond canceled by or on behalf of the District at or before such date; (b) any Bond defeased pursuant to the defeasance provisions of this Order or otherwise defeased as permitted by applicable law; and (c) any Bond in lieu of or in substitution for which a replacement Bond shall have been delivered pursuant to this Order.

"Owner" or "Registered Owner" means any person who shall be the registered owner of any Outstanding Bond.

"Purchaser" means the individual purchaser identified in Section 16 of this Order.

"Private Placement Letter" means the agreement referred to in Section 16 of this Order.

"Refunded Bonds" means those bonds described in Exhibit B attached hereto, which are being refunded and defeased with the proceeds of the Bonds and other legally available funds of the District, if any.

"Register" means the books of registration in which the Registrar maintains the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

"Registrar" means ____________________________, N.A., and its successors in the capacity of paying agent and registrar for the Bonds.

All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the sections are for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms and provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the levy of ad valorem taxes to pay the principal of and interest on the Bonds.

Section 2. Authorization. The Bonds shall be issued in fully registered form in the principal amount of $11,410,000 for the purpose of refunding the Refunded Bonds and paying the costs of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, particularly the Act.

Section 3. Designation, Date and Maturity. The Bonds shall be designated as the "Beaumont Independent School District Unlimited Tax Refunding Bonds, Series 2026" and shall be issued, sold, and delivered hereunder as a single bond, without interest coupons, dated September 16, 2026, payable in full in one payment to Purchaser on April 15, 2027.

Section 4. Initial Bond; Numbers and Denominations. The Bonds shall be numbered in sequence beginning with R-1. The Bonds shall be issued in the principal amounts and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Order. The Bonds shall mature on each of the dates amounts set out in such schedule. Bonds delivered on transfer of or in exchange for other Bonds shall be numbered (with appropriate prefix) in order of their authentication by the Registrar, shall be in the denomination of at least $100,000 or any integral multiple of $5,000 in excess thereof and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

Maturity	Principal Amount	Interest Rate
04/15/2027	$11,410,000	__________%

Section 5. Execution of Bonds; Seal. The Bonds shall be signed by the President or the Vice President of the Board and countersigned by the Secretary of the Board, by their manual, lithographed or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of such officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds. If any officer of the District whose manual or facsimile signature shall be on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

Section 6. Authentication. Only such Bonds as shall bear thereon a certificate of authentication, substantially in the form provided herein, manually executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Order or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bond so authenticated was delivered by the Registrar hereunder.

Section 7. **<u>Payment of Principal and Interest</u>.** The Registrar is hereby appointed as the registrar and paying agent for the Bonds pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, substantially in the form presented to the Board with this Order, with such changes as are acceptable to the President of the Board or the Superintendent, and which is hereby authorized and approved by the Board and which the appropriate officials of the District are hereby authorized to execute. The officers of the District are each hereby authorized to execute, attest and affix the District's seal to the Paying Agent/Registrar Agreement, the terms and provisions of which are hereby approved. Such initial registrar and paying agent and any successor, by undertaking the performance of the duties of the registrar and paying agent hereunder, and in consideration of the payment of any fees pursuant to the terms of the agreement between the Registrar and the District and/or the deposits of money pursuant to this Order, shall be deemed to accept and agree to abide by the terms of this Order. All money transferred to the Registrar in its capacity as registrar or paying agent for the Bonds under this Order (except any sums representing registrar or paying agent fees) shall be held in trust for the benefit of the District, shall be the property of the District and shall be disbursed in accordance with this Order. All matured Bonds presented to the Registrar for payment shall be paid without the necessity of further instructions from the District. Such Bonds shall be canceled as provided herein.

The principal of and interest on the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable at the principal payment office of the Registrar. Any accrued interest payable at maturity or redemption on a Bond shall be paid upon presentation and surrender of such Bond at the principal payment office of the Registrar.

If the date for payment of the principal and interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

Section 8. **<u>Successor Registrars</u>.** The District covenants that at all times while any Bonds are Outstanding it will provide a legally qualified bank, trust company, financial institution or other agency to act as Registrar for the Bonds. The District reserves the right to change the Registrar for the Bonds on not less than sixty (60) days' written notice to the Registrar, as long as any such notice is effective not less than 60-days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or a copy thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Order.

Section 9. **<u>Ownership; Unclaimed Principal and Interest</u>.** The District, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this

Section shall be valid and effectual and shall discharge the liability of the District and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law, including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Property Code do not apply to the funds, such funds shall be paid by the Registrar to the District upon receipt by the Registrar of a written request therefor from the District. The Registrar shall have no liability to the Owners of the Bonds by virtue of actions taken in compliance with this Section.

Section 10. **Registration, Transfer and Exchange.** As long as any Bonds remain Outstanding, the Registrar shall keep the Register at its principal payment office and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond in proper form for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three (3) Business Days after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the District.

The Registrar shall not be required to transfer or exchange any Bond called for redemption in whole or in part during the 45–day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Owner of the unredeemed portion of a Bond called for redemption in part.

Section 11. **Mutilated, Lost or Stolen Bonds.** Upon the presentation and surrender to the Registrar of a damaged or mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The District or the Registrar may require the Owner of a damaged or mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith, including the fees and expenses of the Registrar.

If any Bond is lost, apparently destroyed or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The District or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

(a) furnish to the District and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;

(b) furnish such security or indemnity as may be required by the Registrar and the District to save them harmless;

(c) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

(d) meet any other reasonable requirements of the District and the Registrar.

If, after the delivery of a replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 12. **Cancellation of Bonds.** All Bonds paid or redeemed in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the District with appropriate certificates of destruction of such Bonds.

Section 13. **Optional and/or Mandatory Redemption; Defeasance.** The Bonds are subject to optional and/or mandatory redemption as set forth in the Form of Bond herein.

The Bonds may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

Section 14. **Forms.** The form of the Bond, including the form of the Registrar's Authentication Certificate and the form of Assignment, shall be, respectively, substantially as follows, with such additions, deletions and variations as may be required by the Superintendent or Chief Financial Officer, necessary or desirable and not prohibited by this Order:

(a) Form of Bond.

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF JEFFERSON

NUMBER	PRINCIPAL AMOUNT
R-1	$11,410,000
REGISTERED	

BEAUMONT INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BONDS
SERIES 2026

INTEREST RATE:	DATED DATE:	MATURITY DATE:	DELIVERY DATE:
____%	September 16, 2026	April 15, 2027	September 16, 2026

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

BEAUMONT INDEPENDENT SCHOOL DISTRICT (the "District") promises to pay to the registered owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Bond at the principal payment office of ________________________, Houston, Texas (the "Registrar"), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the Delivery Date. The total principal amount set forth above and accrued interest shall be due and payable in full in one payment on the Maturity Date.

THIS BOND IS BEING ISSUED for the purpose refunding the Refunded Bonds and paying the costs of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Chapter 1207, Texas Government Code, and pursuant to an order adopted by the Board of Managers of the District on August 20, 2026 (the "Order"), which Order is of record in the official minutes of the District.

THIS BOND is not subject to redemption prior to maturity.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal payment office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal payment office of the Registrar, for Bonds in the denomination of at least $100,000 or any integral multiple of $5,000 in excess thereof, subject to the terms and conditions of the Order.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE DISTRICT has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, without legal limit as to rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District, and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the President and countersigned with the manual or facsimile signature of the Secretary, and the official seal of the District has been duly impressed, or placed in facsimile, on this Bond.

(SEAL) BEAUMONT INDEPENDENT SCHOOL DISTRICT

____

President, Board of Managers

____
Secretary, Board of Managers

(b) Form of Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been delivered pursuant to the Bond Order described in the text of this Bond.

_____________, N.A.
As Paying Agent/Registrar

By:_________________________
Authorized Signature
Date of Authentication __________

(c) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto
____
____
(Please print or type name, address, and zip code of Transferee)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
____
attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:___________________________

Signature Guaranteed:

____

____
NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

____

____
Registered Owner
NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.

Section 15. Debt Service Fund; Tax Levy. A special fund to be designated "Beaumont Independent School District Unlimited Tax Refunding Bonds, Series 2026, Debt Service Fund" (the "Debt Service Fund") is hereby created, and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Order shall be deposited, as collected, in such Fund. While the Bonds or any part of the principal thereof or interest thereon remain

Outstanding and unpaid, there is hereby levied and there shall be annually assessed and collected in due time, form and manner, and at the same time as other District taxes are assessed, levied and collected, in each year, a continuing direct annual ad valorem tax, without legal limit as to rate or amount, upon all taxable property in the District, sufficient to pay the interest on the Bonds as the same becomes due and to pay each installment of the principal of the Bonds as the same matures, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

To pay the debt service coming due on any Bonds issued prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Any money received by the District with respect to the Bonds as state assistance pursuant to the instructional allotment or as state assistance with existing debt, each as authorized by Chapter 46, Texas Education Code, shall be deposited in the Debt Service Fund as required by Sections 46.009 and 46.035, Texas Education Code, respectively. The District will take into account the balance in the Debt Service Fund when it sets its debt service tax rate each year.

Section 16. Sale of Bonds; Private Placement Letter; Use of Proceeds.

(a) The sale and delivery of the Bonds to _____________, N.A. (the "Purchaser") at a price of $____________________ (representing par) is hereby authorized, approved, ratified, and confirmed, subject to the approving opinion as to the legality of the Bonds of Creighton, Fox, Johnson & Mills, PLLC, Beaumont, Texas, bond counsel. The sale of the Bonds at the purchase price stated above is hereby approved in accordance with the terms of sale and the terms and conditions of the Private Placement Letter of even date herewith presented to and hereby approved by the Board. The President or Vice President of the Board is hereby authorized to evidence the District's acceptance of the sale of the Bonds to the Purchaser at the above purchase price, and the Secretary of the Board is hereby authorized to attest to same. The Board President and all other officers, agents, and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds.

(b) Proceeds of sale of the Bonds in the amount of $________________, plus a District contribution of $___________, shall promptly upon receipt by the District, be applied as follows:

i. $623.34 shall be transferred to the Debt Service Fund.

ii. $100,000.00 shall be used to pay the cost of issuance.

iii. $____________ shall be applied to refund the Refunded Bonds, and, to the extent not otherwise provided for, to pay all expenses arising in connection with the issuance of the Bonds, the establishment of such escrow fund and the refunding of the Refunded Bonds. Any proceeds remaining after accomplishing such purposes, including interest earned on the investment of Bonds proceeds, shall be transferred to the Debt Service Fund.

Section 17. Application of Chapter 1208, Government Code. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the District under Section 15 of this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding and unpaid such that the pledge of the taxes granted by the District under Section 15 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the District agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 18. Escrow Agreement. The discharge and defeasance of the Refunded Bonds shall be effectuated pursuant to the terms and provisions of an Escrow Agreement to be entered into by and between the District and the Escrow Agent, the terms and provisions of which are hereby approved, subject to such insertions, additions and modifications as shall be necessary to accomplish the refunding and to carry out the other intents and purposes of this Order, and the Superintendent, the Chief Financial Officer, the President or Vice President is hereby authorized to execute and deliver such Escrow Agreement on behalf of the District in multiple counterparts.

Section 19. Purchase of United States Treasury Obligations. To assure the purchase (if needed) of the Escrowed Securities referred to in the Escrow Agreement, if any, the President or Vice President of the Board of Trustees, the Superintendent or Chief Financial Officer, and the Escrow Agent are hereby authorized to subscribe for, agree to purchase, and purchase obligations which are authorized investments for escrow accounts pursuant to Section 1207.062, Texas Government Code, 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.

Section 20. Redemption Prior to Maturity of Refunded Bonds. The District has irrevocably exercised its option to call the bonds of the District for redemption prior to maturity on the date and at the price shown below, and authorized and directed notice of such redemption to be given in accordance with the order authorizing the issuance of such bonds.

Bonds to be Redeemed	Redemption Date
Unlimited Tax School Building Bonds Series 2016 Maturities 2033 and 2034	October 20, 2026

Section 21. Continuing Disclosure Undertaking. The Bonds are being sold pursuant to a private placement with the Purchaser, in denominations of at least $100,000 or any integral multiple of $5,000 in excess thereof, and therefore United States Securities and Exchange Commission Rule 15c2-12 is not applicable to the offering of the Bonds. Accordingly, no contract to provide continuing disclosure information after the issuance of the Bonds has been made by the District with investors.

During the period the Bonds is Outstanding, the District agrees to deliver to the Purchaser any other financial information that the Purchaser may reasonably request from time to time upon written request.

Section 22. CUSIP Numbers. A non-DTC registered CUSIP number may be printed on the Bonds, but errors or omissions in the printing of such number shall have no effect on the validity of the Bonds.

Section 23. Tax Exemption. (a) General Tax Covenant. The District intends that the interest on the Bonds shall be excludable from gross income for purposes of federal income taxation pursuant to Sections 103 and 141 through 150 of the Code, and the applicable Treasury Tax Regulations (the "Regulations"). The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Bonds to be includable in gross income, as defined in Section 61 of the Code, of the holders thereof for purposes of federal income taxation or (ii) result in a violation of or failure to satisfy any provision of Section 103 and 141 through 150 of the Code and the applicable Regulations that are applicable to the Bonds. In particular, the District covenants and agrees to comply with each requirement of this Section; provided, however, that the District shall not be required to comply with any particular requirement of this Section if the District has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or (ii0 that compliance with some other requirement set forth in this Section will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section. The District represents and warrants that the District shall realize present value debt service savings (determined without regard to administrative expenses) in connection with issuance of the Bonds to the extent that the proceeds thereof are used to refund the Refunded Obligations.

(b) No Private Use or Payment and No Private Loan Financing. The District shall certify, through an authorized officer, employee or agent that based upon all facts and circumstances known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Refunded Obligations have not been used, and that proceeds of the Refunded Obligations and the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code and the Regulations promulgated thereunder. Moreover, the District covenants and agrees that it will make such use of the proceeds of the Refunded Obligations and the Bonds including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be "private activity bonds" within the meaning of Section 141 of the Code and the Regulations promulgated thereunder.

(c) No Federal Guaranty. The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code and applicable regulations thereunder, except as permitted by Section 149(b)(3) of the Code and such Regulations.

(d) No-Arbitrage Covenant. The District shall certify, through an authorized officer, employee or agent, that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the District will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and applicable Regulations thereunder. Moreover, the District covenants and agrees that it will make such use of the proceeds of the Bonds (including interest or other investment income derived therefrom), regulate investments of such proceeds and amounts, and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of Section 148(a) of the Code and applicable Regulations thereunder.

(e) Arbitrage Rebate. If the District does not qualify for an exception to the requirements of Section 148(f) of the Code relating to rebate to the United States, the District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the "gross proceeds" of the Bonds (within the meaning of Section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the District allocable to other bond issues of the District or moneys which do not represent gross proceeds of any bonds of the District, (ii) calculate at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds, and within sixty days after the retirement of the Bonds, or on such other date as may be permitted under applicable regulations with respect to "gross proceeds" in the Escrow Fund, all amounts required to be rebated to the federal government. Further, the District will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into an investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(f) Information Reporting. The District covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with Section 149(e) of the Code and applicable regulations thereunder.

(g) Continuing Obligation. Notwithstanding any other provision of this Ordinance, the District's obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion from gross income of interest on the Bonds for federal income tax purposes.

(h) Record Retention. The District will retain all pertinent and material records relating to the use and expenditure of the proceeds of Refunded Obligations and the Bonds until three years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the District to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

(i) Registration. The Bonds will be issued in registered form.

(j) Qualified Tax-Exempt Obligations. Not applicable.

Section 24. **Power to Revise Form of Documents.** Notwithstanding any other provision of this Order, the President of the Board and the Superintendent are hereby authorized to make or approve such revisions, additions, deletions, and variations to this Order and in the form of the documents included herein as, in the judgment of the President or the Superintendent, and in the opinion of Bond Counsel to the District, may be necessary or convenient to carry out or assist in carrying out the purposes of this Order; provided, however, that any changes to such documents resulting in substantive amendments to the terms and conditions of the Bonds or such documents shall be subject to the prior approval of the Board.

Section 25. **Related Matters.** To satisfy in a timely manner all of the District's obligations under this Order, the President or Vice President, the Secretary or the Assistant Secretary, and all other appropriate officers and agents of the District are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the refunding of the Refunded Bonds, including, without limitation, executing and delivering on behalf of the District all certificates, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the District's obligations under the Private Placement Letter and this Order and to direct the application of funds of the District consistent with the provisions of this Order.

Section 26. **Registrar.** The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the District are hereby authorized to execute such agreement for and on behalf of the District.

Section 27. **Bond Counsel and Financial Advisor**. The District hereby ratifies and confirms the continuing engagement of Creighton, Fox, Johnson & Mills, PLLC, Beaumont, Texas, as bond counsel to the District and the continuing engagement of USCA Municipal Advisors, LLC as financial advisor to the District in connection with the issuance of the Bonds.

Section 28. **No Personal Liability.** No recourse shall be had for the payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

Section 29. **Open Meeting.** It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

PASSED AND APPROVED on the 20th day of August 2026.

President, Board of Managers
Beaumont Independent School District

ATTEST:

Secretary, Board of Managers
Beaumont Independent School District

(SEAL)

EXHIBIT A

DISTRICT'S OUTSTANDING OBLIGATIONS

Unlimited Tax Refunding Bonds, Series 2016

EXHIBIT B

SCHEDULE OF REFUNDED BONDS

U/L Tax Refunding Bonds, Series 2016

Maturity Date		Amount*	Call Date
2/15/2033	$	4,325,000	10/20/2026
2/15/2034		7,085,000	10/20/2026
	$	11,410,000	

* Preliminary, subject to change.

II.G. BOARD EVALUATION [Progress and Accountability/2nd Green]

II.G.1. Discuss, Review, and Approve Time Use Tracker

Board Agenda Item

Board Meeting Date:	
Aug 20, 2026	
Agenda Category:	Discussion, Review & Acceptance

ITEM TITLE:

Board Time Use Trackers from May through July 2026

REQUIREMENT TYPE:

☐ Annual Requirement	☐ Legal Requirement

BACKGROUND:

As part of the Board's ongoing governance development efforts, the board will be completing and discussing a time use tracker to document the amount of time spent on various governance-related responsibilities and activities. The information collected will provide a clearer understanding of how board members allocate their time across key duties. The tracker is intended to serve as a planning and reflection tool that supports effective governance practices.

RATIONALE:

The time use tracker will provide objective information regarding the Board's current governance activities and priorities. By reviewing time commitments, the board can identify trends, evaluate whether sufficient attention is being devoted to high-priority governance responsibilities, and consider opportunities to improve effectiveness and efficiency. The information gathered may also inform future board development, goal-setting, and discussions regarding board operating procedures and governance practices.

BUDGET:

☑ No budget impact ☐ See below for budget information

- **Additional Documentation and/or Attachments**:
    - 050626 Time Use Tracker Special Board meeting
    - 052126 Time Use Tracker Regular Board meeting

Board Agenda Item

- 062526 Time Use Tracker Regular Board meeting
- 072226 Time Use Tracker Regular Board meeting
- Time Invested Snapshot May to July 2026

IMPLEMENTATION TIMELINE:

Consistent with the principles of Lone Star Governance, Board members should complete the time use tracker by accurately documenting the time devoted to activities that support the Board's primary governance responsibilities, including setting goals, establishing guardrails, monitoring progress toward student outcomes, engaging in strategic discussions, and participating in governance-related professional development. Board members should focus on capturing how their time aligns with advancing the district's student outcome goals and governance priorities rather than operational or administrative functions. The completed trackers should be reviewed collectively to identify opportunities to increase focus on high-impact governance work, strengthen accountability to student outcomes, and ensure that Board time is being used in a manner consistent with the Board's role and responsibilities. Findings may be used to inform future board development, meeting planning, and continuous improvement efforts.

ADMINISTRATIVE RECOMMENDATION:

Administration recommends that the Board of Managers review, discuss, and potentially accept the completed time use trackers for the period of **May through July 2026**. The discussion will provide an opportunity for Board members to reflect on how governance time has been allocated, identify trends or areas for improvement, and consider the extent to which Board activities align with the district's governance priorities and student outcome goals. Acceptance of the time use trackers will acknowledge the Board's review of the information and support ongoing efforts to strengthen governance effectiveness, accountability, and continuous improvement.

Please check one:

☑ For approval	☐ Report / Information Only	☐ Recognition Only

TIME USE TRACKER	Beaumont ISD - Special Board Meeting				QTR:	1	Date:	05/05/26

Framework Pillars	Student Outcome Minutes	Adult Behavior Minutes	The board tracks its time spent during public authorized meetings	Other Topic Minutes
Vision and Goals			← Minutes setting student outcome goals	
			← Minutes setting constraints or theories of action	
Progress and Accountability			← Minutes receiving, discussing, and voting on Student Outcome Goal Monitoring Reports according to the **board adopted** Monitoring Calendar	
			← Minutes receiving, discussing, and voting on Constraint Monitoring Reports according to the **board adopted** Monitoring Calendar	
			← Minutes evaluating the superintendent on student outcome goals, GPMs, constraints, and CPMs	
			← Minutes performing board self-evaluations using the LSG Integrity Instrument	
Systems and Processes			Minutes discussing, debating, and voting on other agenda items (including consent agenda items) →	5
Advocacy and Engagement			← Minutes hosting two-way communication meetings on student outcome goals, constraints, theories of action and/or progress toward student outcome goals ← Minutes recognizing the accomplishments of students and staff regarding progress on student outcome goals	
Synergy and Teamwork			Minutes fulfilling statutorily required public hearings, forums, and comments Minutes fulfilling statutorily required or Lone Star Governance workshops Minutes in closed session as permitted by law 9 minutes on public comment 4 minutes on board officer and supt.	
Other			Any time spent on an activity that does not meet the conditions listed above →	2
TOTALS	0	0	7	7

Use For Student Outcome and Adult Behavior Minutes Percentage Calculation:	0	÷	7	× 100 =	0.00%	% Student Outcome and Adult Behavior Minutes
Use For Student Outcome Minutes Percentage Calculation:	0	÷	7	× 100 =	0.00%	% Student Outcome Minutes

Trustees Present	Trustees Absent	% Attendance	Count of 'Other' Agenda Items	Goals Discussed	Goals on Target	% on Target
7	0	100.00%				0.00%

Consent Items	Consent Items Removed	% Remaining on Consent Agenda	GPMs Discussed	GPMs on Target	% on Target
		0.00%			0.00%

TIME USE TRACKER	Beaumont ISD		QTR:	1	Date:	05/21/26

Framework Pillars	Student Outcome Minutes	Adult Behavior Minutes	The board tracks its time spent during public authorized meetings	Other Topic Minutes
Vision and Goals	58		⟵ Minutes setting student outcome goals	
			⟵ Minutes setting constraints or theories of action	
Progress and Accountability			⟵ Minutes receiving, discussing, and voting on Student Outcome Goal Monitoring Reports according to the **board adopted** Monitoring Calendar	
			⟵ Minutes receiving, discussing, and voting on Constraint Monitoring Reports according to the **board adopted** Monitoring Calendar	
			⟵ Minutes evaluating the superintendent on student outcome goals, GPMs, constraints, and CPMs	
			⟵ Minutes performing board self-evaluations using the LSG Integrity Instrument	
Systems and Processes			Minutes discussing, debating, and voting on other agenda items (including consent agenda items) ⟶	17
Advocacy and Engagement	10		⟵ Minutes hosting two-way communication meetings on student outcome goals, constraints, theories of action and/or progress toward student outcome goals ⟵ Minutes recognizing the accomplishments of students and staff regarding progress on student outcome goals	
Synergy and Teamwork			Minutes fulfilling statutorily required public hearings, forums, and comments Minutes fulfilling statutorily required or Lone Star Governance workshops Minutes in closed session as permitted by law	
Other			Any time spent on an activity that does not meet the conditions listed above ⟶	41
TOTALS	68	0	⟶ 126 ⟵	58

Use For Student Outcome and Adult Behavior Minutes Percentage Calculation:	68	÷	126	× 100 =	53.97%	**% Student Outcome and Adult Behavior Minutes**
Use For Student Outcome Minutes Percentage Calculation:	68	÷	126	× 100 =	53.97%	**% Student Outcome Minutes**

Trustees Present	Trustees Absent	% Attendance
7		100.00%

Count of 'Other' Agenda Items
3

Goals Discussed	Goals on Target	% on Target
0		0.00%

Consent Items	Consent Items Removed	% Remaining on Consent Agenda
7	0	100.00%

GPMs Discussed	GPMs on Target	% on Target
0		0.00%

TIME USE TRACKER	Beaumont ISD		QTR:	1	Date:	06/25/26

Framework Pillars	Student Outcome Minutes	Adult Behavior Minutes	The board tracks its time spent during public authorized meetings	Other Topic Minutes
Vision and Goals	40		← Minutes setting student outcome goals	
			← Minutes setting constraints or theories of action	
Progress and Accountability			← Minutes receiving, discussing, and voting on Student Outcome Goal Monitoring Reports according to the **board adopted** Monitoring Calendar	
			← Minutes receiving, discussing, and voting on Constraint Monitoring Reports according to the **board adopted** Monitoring Calendar	
			← Minutes evaluating the superintendent on student outcome goals, GPMs, constraints, and CPMs	
			← Minutes performing board self-evaluations using the LSG Integrity Instrument	
Systems and Processes			Minutes discussing, debating, and voting on other agenda items (including consent agenda items) →	1
Advocacy and Engagement	6		← Minutes hosting two-way communication meetings on student outcome goals, constraints, theories of action and/or progress toward student outcome goals ← Minutes recognizing the accomplishments of students and staff regarding progress on student outcome goals	
Synergy and Teamwork			Minutes fulfilling statutorily required public hearings, forums, and comments Minutes fulfilling statutorily required or Lone Star Governance workshops Minutes in closed session as permitted by law	
Other			Any time spent on an activity that does not meet the conditions listed above →	12
TOTALS	46	0	59	13

Use For Student Outcome and Adult Behavior Minutes Percentage Calculation:	46	÷	59	× 100 =	77.97%	% Student Outcome and Adult Behavior Minutes
Use For Student Outcome Minutes Percentage Calculation:	46	÷	59	× 100 =	77.97%	% Student Outcome Minutes

Trustees Present	Trustees Absent	% Attendance	Count of 'Other' Agenda Items	Goals Discussed	Goals on Target	% on Target
7		100.00%	0	0		0.00%

Consent Items	Consent Items Removed	% Remaining on Consent Agenda	GPMs Discussed	GPMs on Target	% on Target
14	0	100.00%	0		0.00%

TIME USE TRACKER	Beaumont ISD		QTR:	1	Date: 07/23/26
Framework Pillars	**Student Outcome Minutes**	**Adult Behavior Minutes**	**The board tracks its time spent during public authorized meetings**		**Other Topic Minutes**
Vision and Goals	66		← Minutes setting student outcome goals		
			← Minutes setting constraints or theories of action		
Progress and Accountability			← Minutes receiving, discussing, and voting on Student Outcome Goal Monitoring Reports according to the **board adopted** Monitoring Calendar		
		21	← Minutes receiving, discussing, and voting on Constraint Monitoring Reports according to the **board adopted** Monitoring Calendar		
			← Minutes evaluating the superintendent on student outcome goals, GPMs, constraints, and CPMs		
			← Minutes performing board self-evaluations using the LSG Integrity Instrument		
Systems and Processes			Minutes discussing, debating, and voting on other agenda items (including consent agenda items) →		2
Advocacy and Engagement	5		← Minutes hosting two-way communication meetings on student outcome goals, constraints, theories of action and/or progress toward student outcome goals ← Minutes recognizing the accomplishments of students and staff regarding progress on student outcome goals		
Synergy and Teamwork			Minutes fulfilling statutorily required public hearings, forums, and comments Minutes fulfilling statutorily required or Lone Star Governance workshops Minutes in closed session as permitted by law		
Other			Any time spent on an activity that does not meet the conditions listed above →		2
TOTALS	71	21	→	96 ←	4

Use For Student Outcome and Adult Behavior Minutes Percentage Calculation:	92	÷	96	× 100 =	95.83%	% Student Outcome and Adult Behavior Minutes
Use For Student Outcome Minutes Percentage Calculation:	71	÷	96	× 100 =	73.96%	% Student Outcome Minutes

Trustees Present	Trustees Absent	% Attendance
7	6	53.85%

Count of 'Other' Agenda Items
0

Goals Discussed	Goals on Target	% on Target
0		0.00%

Consent Items	Consent Items Removed	% Remaining on Consent Agenda
14	0	100.00%

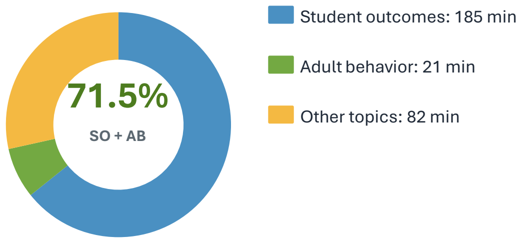
GPMs Discussed	GPMs on Target	% on Target
0		0.00%

Beaumont ISD Board of Managers: Time Investment Snapshot

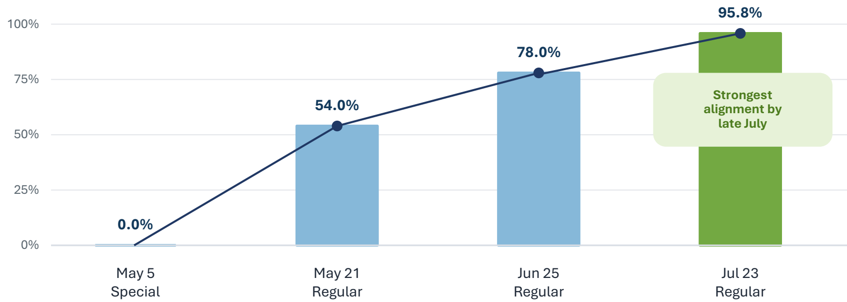
Attached time-use trackers from appointment period through July 23, 2026

Total public meeting time	SO + adult behavior	Student outcomes only	Other topics
288 min	**206 min**	**185 min**	**82 min**
Across 4 tracker documents	71.5% of tracked time	64.2% of tracked time	28.5% of tracked time

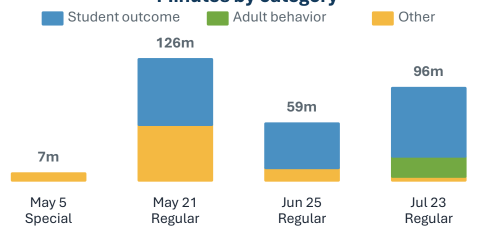
Cumulative time allocation



Meeting-by-meeting shift toward student outcomes



Minutes by category



Highlights

- Student-centered time increased from 0.0% to 95.8% SO + AB.
- July devoted 92 of 96 minutes to student outcomes/adult behaviors.
- Regular meetings kept 100% of consent items on consent.

Areas for growth

- Establish a consistent cadence for goal/GPM monitoring and adult-behavior discussion.

II.G.2. Discuss, Review, and Approve Quarterly Evaluation

Board Agenda Item

Board Meeting Date:	
Aug 20, 2026	
Agenda Category:	Discussion, Review & Acceptance

ITEM TITLE:

Board Quarterly Evaluation - Establishing a Baseline

REQUIREMENT TYPE:

☐ Annual Requirement	☐ Legal Requirement

BACKGROUND:

As part of the Board of Managers' commitment to continuous improvement and effective governance, the Board will conduct its first quarterly self-evaluation. The self-evaluation is designed to provide a structured opportunity for Board members to assess the Board's governance practices, effectiveness, and progress toward fulfilling its responsibilities. Because this is the inaugural implementation of the quarterly self-evaluation process, the results will establish a baseline against which future evaluations can be measured, allowing the Board to monitor growth and identify trends over time.

RATIONALE:

A quarterly self-evaluation process promotes accountability, transparency, and continuous improvement by encouraging the Board to regularly reflect on its governance performance. Establishing a baseline during the first evaluation will provide valuable data regarding the Board's current strengths, areas for development, and overall effectiveness as a governing body. The baseline results will help inform future governance discussions, professional development priorities, and strategic planning efforts while providing a point of reference for measuring progress in subsequent quarters.

BUDGET:

☑ No budget impact ☐ See below for budget information

- **Cost**: [Insert Cost]
- **Vendor**: [Insert Vendor]

Board Agenda Item

- **Additional Documentation and/or Attachments)**:
  - Implementation Integrity Instrument
  - Quarterly Progress Tracker - Baseline

IMPLEMENTATION TIMELINE:

Consistent with Lone Star Governance principles, the quarterly self-evaluation should focus on the Board's effectiveness in carrying out its governance responsibilities, including maintaining a focus on student outcomes, adhering to adopted operating procedures, engaging in productive governance behaviors, and monitoring progress toward established goals. As the first quarterly evaluation, the results should be viewed as a baseline rather than a measure of success or failure. Board members should use the findings to establish a shared understanding of current governance practices, identify priorities for improvement, and support data-informed discussions about Board development. Future quarterly evaluations should be compared against this baseline to assess progress, reinforce effective practices, and strengthen the Board's collective capacity to govern in a manner that advances student outcomes and reflects the expectations of the Lone Star Governance framework.

ADMINISTRATIVE RECOMMENDATION:

Administration recommends that the Board of Managers discuss and approve the results of its first quarterly self-evaluation. As the initial administration of the evaluation, the results will establish a baseline for measuring future governance performance and continuous improvement efforts. The discussion will provide an opportunity for Board members to reflect on the findings, identify areas of strength and opportunities for growth, and consider actions that will further enhance governance effectiveness and alignment with the Board's responsibilities and student outcome goals.

Please check one:

☑ For approval	☐ Report / Information Only	☐ Recognition Only

Implementation Integrity Instrument

The intention of Lone Star Governance is to provide a continuous improvement model for governing teams—boards in collaboration with their superintendents—that choose to intensively focus on one primary objective: improving student outcomes. Lone Star Governance accomplishes this intense focus through tailored execution of the five pillars of the Texas Framework for School Board Development, as adopted by the State Board of Education: Vision and Goals, Progress and Accountability, Systems and Processes, Synergy and Teamwork, and Advocacy and Engagement. In addition to its singular focus on improving student outcomes, Lone Star Governance provides a system for governing the secondary, but vital, legal and fiscal responsibilities of the board.

TEXAS FRAMEWORK: VISION AND GOALS

Vision and Goals 1: The board has adopted student outcome goals

Does Not Meet Focus 0	Preparing To Focus 1	Approaches Focus 4	Meets Focus 12	Masters Focus 15
The board does not meet focus if any of the following are true:	*The board is preparing to focus if the following is true.*	*The board approaches focus if all prior conditions and the following are true.*	*The board meets focus if all prior conditions and the following are true.*	*The board masters focus if all prior conditions and the following are true.*
❑ The board does not have a vision. ❑ The board does not have **goals**. ❑ The board does not consistently distinguish between **inputs**, **outputs**, and **outcomes**.	The board has ❑ adopted a vision statement; ❑ owned the vision development process while working collaboratively with the superintendent; ❑ adopted three to five **goals**; and ❑ owned the **goal** development process while working collaboratively with the superintendent.	All **goals** are specific, quantifiable, **student outcome goals** that include ❑ a **population**; ❑ a five-year **deadline** of a month and year; ❑ a **baseline of a month and a year;** ❑ **annual targets**; and ❑ **annual student group targets.**	❑ All board members and the superintendent agree that the **student outcome goals** 1. will challenge the organization; 2. require adult behavior change; 3. are **influenceable** by the superintendent; and 4. are the superintendent's first priority for resource allocation. ❑ The board relied on a root-cause analysis, comprehensive student needs assessment, or a similar research-based tool to inform the identification and prioritization of all **student outcome goals**.	All board members and the superintendent ❑ have committed the vision and **student outcome goals** to memory; ❑ know the current status of each **student outcome goal**; and ❑ agree there is broad community ownership of the board's vision and **student outcome goals** through involvement and communication with students, staff, and community members.

TEXAS FRAMEWORK: VISION AND GOALS

Vision and Goals 2: The board has adopted goal progress measures (GPMs) aligned to each student outcome goal

Does Not Meet Focus — 0	Preparing To Focus — 1	Approaches Focus — 4	Meets Focus — 12	Masters Focus — 15
The board does not meet focus if any of the following are true:	*The board is preparing to focus if the following is true.*	*The board approaches focus if all prior conditions and the following are true.*	*The board meets focus if all prior conditions and the following are true.*	*The board masters focus if all prior conditions and the following are true.*
❑ The board does not have **goal progress measures (GPMs)**. ❑ The board is treating the **annual targets** for **student outcome goals** as if they are GPMs.	❑ The board has adopted GPMs for each **student outcome goal**. ❑ The superintendent owned the **GPM** development process while working collaboratively with the board. ❑ The status of each adopted **GPM** is able to be updated multiple times during each school year.	❑ The board has adopted no more than three **GPMs** for each **student outcome goal**. ❑ All **GPMs** are student **outputs**, not adult **inputs** or **outputs**, that include 1. a **population**; 2. a five-year deadline of a month and year; 3. a **baseline of a month and a year;** 4. **annual targets**; and 5. **annual student group targets**.	All board members and the superintendent agree that the **GPMs**: ❑ will challenge the organization; ❑ require adult behavior change; ❑ are **influenceable** by the superintendent; and ❑ are all **predictive** of their respective **student outcome goals**.	All board members and the superintendent agree there is broad community ownership of the **GPMs** through involvement and communication with students, staff, and community members.

TEXAS FRAMEWORK: VISION AND GOALS

Vision and Goals 3: The board has adopted constraints

Does Not Meet Focus 0	Preparing To Focus 1	Approaches Focus 3	Meets Focus 9	Masters Focus 10
The board does not meet focus if any of the following are true:	*The board is preparing to focus if the following is true.*	*The board approaches focus if all prior conditions and the following are true.*	*The board meets focus if all prior conditions and the following are true.*	*The board masters focus if all prior conditions and the following are true.*
The board does not have **constraints.**	The board has ❑ adopted 1 to 5 **superintendent constraints;** and ❑ owned the **constraint** development process while working collaboratively with the superintendent.	Each **superintendent constraint** describes a single operational action or class of actions the superintendent may not use or allow.	❑ The board has adopted one to five **board self-constraints.** ❑ The board, where appropriate, relied on a root-cause analysis, comprehensive student needs assessment, or similar research-based tool to inform the identification of and prioritization of **superintendent constraints.** ❑ All board members and the superintendent agree that the **constraints** will challenge the organization to focus on the vision and uphold community values.	❑ The board, in collaboration with the superintendent, has adopted one or more **theories of action** to drive overall strategic direction. ❑ All board members and the superintendent agree there is broad community ownership of the **constraints** through involvement and communication with students, staff, and community members.

TEXAS FRAMEWORK: VISION AND GOALS

Vision and Goals 4: The board has adopted superintendent constraint progress measures (CPMs)

Does Not Meet Focus 0	Preparing To Focus 1	Approaches Focus 2	Meets Focus 4	Masters Focus 5
The board does not meet focus if any of the following are true:	*The board is preparing to focus if the following is true.*	*The board approaches focus if all prior conditions and the following are true.*	*The board meets focus if all prior conditions and the following are true.*	*The board masters focus if all prior conditions and the following are true.*
❑ The board does not have **superintendent constraint progress measures** (CPMs).	❑ The board has adopted **CPMs** for each **superintendent constraint**. ❑ The superintendent owned the **CPM** development process while working collaboratively with the board. ❑ The status of each adopted **CPM** is able to be updated multiple times during each school year.	❑ The board has adopted no more than three **CPMs** for each **superintendent constraint**. ❑ All **CPMs** include: 1. a one- to five-year **deadline** of a month and year; 2. a **baseline of a month and a year;** and **3. annual targets.**	All board members and the superintendent agree that the superintendent **CPMs** ❑ will challenge the organization to focus on the vision; ❑ will challenge the organization to uphold community values; ❑ are all **predictive** of their respective **constraint**; and ❑ are **influenceable** by the superintendent.	All board members and the superintendent agree there is broad community ownership of the superintendent **CPMs** through involvement and communication with students, staff, and community members.

TEXAS FRAMEWORK: Progress and Accountability									
Progress and Accountability 1: The board invests at least half of its time to improving student outcomes									
Does Not Meet Focus	0	**Preparing To Focus**	1	**Approaches Focus**	4	**Meets Focus**	12	**Masters Focus**	15
The board does not meet focus if any of the following are true:		*The board is preparing to focus if the following is true.*		*The board approaches focus if all prior conditions and the following are true.*		*The board meets focus if all prior conditions and the following are true.*		*The board masters focus if all prior conditions and the following are true.*	
❑ The board does not have **student outcome goals**, **GPMs**, **superintendent constraints**, superintendent **CPMs**, or **annual targets**. ❑ The board does not track its use of time in **board authorized public meetings**. ❑ The board does not have a **monitoring calendar**.		❑ The superintendent owned the **monitoring calendar** development, working with the board to adopt a calendar that monitors 1. each **student outcome goal** at least four times per year; 2. no more than two **student outcome goals** per month; 3. each **constraint** at least once per year. ❑ The calendar spans the length of the **student outcome goals**. ❑ The board tracks its time in public meetings, identifying each minute according to the **time use tracker**.		10% or more of the total quarterly minutes in **board authorized public meetings** were invested in improving **student outcomes** according to the **time use tracker**.		25% or more of the total quarterly minutes in **board authorized public meetings** were invested in improving **student outcomes** according to the **time use tracker**.		50% or more of the total quarterly minutes in **board authorized public meetings** were invested in improving **student outcomes** according to the **time use tracker**.	

TEXAS FRAMEWORK: Progress and Accountability				
Progress and Accountability 2: The board evaluates, but does not interfere with, progress toward improving student outcomes				
Does Not Meet Focus 0	**Preparing To Focus** 1	**Approaches Focus** 2	**Meets Focus** 4	**Masters Focus** 5
The board does not meet focus if any of the following are true:	*The board is preparing to focus if the following is true.*	*The board approaches focus if all prior conditions and the following are true.*	*The board meets focus if all prior conditions and the following are true.*	*The board masters focus if all prior conditions and the following are true.*
❑ Any individual board member does not know if the school system is in low performing status and for how long. ❑ Any individual board member does not know if any campus is in low performing status and for how long. ❑ Any individual board member agrees that their first loyalty is owed to staff or vendors, rather than the vision, community values, and improving **student outcomes**. ❑ The board has not voted to approve a **self-evaluation** within the past 12 months.	The board has ❑ performed a **self-evaluation** within the previous 12 months using a research aligned instrument; ❑ performed a **superintendent annual evaluation** no more than 15 months ago; ❑ been provided copies of the superintendent's implementation plan(s), that include campus goals*, to make progress towards the **student outcome goals**; and ❑ not voted to approve the superintendent's implementation plan unless required by law.	The board ❑ performs **self-evaluations** using the **LSG Integrity Instrument**; ❑ performed a **self-evaluation** no more than 45 days prior to the most recent **superintendent's evaluation**; and ❑ evaluates the superintendent in part on the results and progress toward the **student outcome goals** and **constraints** using information within **monitoring reports** according to the **monitoring calendar**.	❑ The board receives, at least annually, a report on the average cost of staff time spent on governance using the **staff use tracker**. ❑ One quarter ago the board 1. Performed a **self-evaluation** using the **LSG Integrity Instrument**; and 2. voted to approve the **quarterly progress tracker**.	The board ❑ unanimously approved the current **quarterly progress tracker**; ❑ has not modified outcome **goals**, **GPMs**, **constraints**, **CPMs**, or **targets** during the cycle applicable to the annual **superintendent evaluation**; and ❑ considers super-intendent performance as indistinguishable from system per-formance by evaluating the superintendent on only results and progress toward **student outcome goals** and **constraints** using information in **monitoring reports** according to the **monitoring calendar**.

*Campus goals should be aligned to the district's early childhood literacy and mathematics proficiency goals and CCMR goals required by H.B. 3 (86th Texas Legislature)

TEXAS FRAMEWORK: Systems and Processes									
Systems and Processes: The board operates in a way that allows the superintendent to accomplish the vision									
Does Not Meet Focus	**0**	**Preparing To Focus**	**1**	**Approaches Focus**	**4**	**Meets Focus**	**12**	**Masters Focus**	**15**
The board does not meet focus if any of the following are true:		*The board is preparing to focus if the following is true.*		*The board approaches focus if all prior conditions and the following are true.*		*The board meets focus if all prior conditions and the following are true.*		*The board masters focus if all prior conditions and the following are true.*	
❑ The board has not received a **monitoring report**. ❑ There were six or more **board authorized public meetings** in a month (unless a state of emergency was declared). ❑ Any meeting of the board lasted longer than eight hours. ❑ Board members did not receive the final version of materials to be voted on at least three calendar days in advance of the board authorized public meeting.		The board receives and votes to accept **monitoring reports** that include 1. the **student outcome goal** and **GPM** or **constraint** and **CPM** being monitored; 2. the current status of the **student outcome goal** and **GPM** or **constraint** and **CPM** compared to previous, annual, and **deadline targets**; 3. the superintendent's interpretation of performance; and 4. supporting information that describes any needed next steps.		❑ All **consent-eligible items** were placed on the consent agenda and more than 75% of the items were voted on using a consent agenda. ❑ The adopted **monitoring calendar** has not been modified during the past quarter.		❑ **Board authorized public meetings** in the last quarter did not exceed 1. an average of four meetings per month; 2. an average of three hours per meeting; and 3. an average of five **other topics** per meeting. ❑ The board has 1. reviewed its existing local policies; and 2. only adopted local policies pertaining to **board work**.		❑ **Board authorized public meetings** in the last quarter did not exceed 1. an average of three meetings per month; 2. an average of two hours per meeting; and 3. an average of three **other topics** per meeting. ❑ Board members received the final materials to be voted on at least seven calendar days before the public meeting. ❑ No edits to the board's regularly scheduled meeting agenda in the three days prior to, or during, the meeting (unless a state of emergency was declared).	

TEXAS FRAMEWORK: Advocacy and Engagement

Advocacy and Engagement: The board promotes the vision

Does Not Meet Focus — 0	Preparing To Focus — 1	Approaches Focus — 3	Meets Focus — 9	Masters Focus — 10
The board does not meet focus if any of the following are true:	*The board is preparing to focus if the following is true.*	*The board approaches focus if all prior conditions and the following are true.*	*The board meets focus if all prior conditions and the following are true.*	*The board masters focus if all prior conditions and the following are true.*
❑ The board has not publicly communicated the board adopted **student outcome goals**. ❑ The board has not arranged for any community engagement activities during the previous 12-month period beyond public comments during board authorized public meetings and/or required hearings.	The board has a **two-way communication** system in place where the board members at least once per year ❑ listen for and discuss the vision and values of their students; and ❑ listen for and discuss the vision and values of their staff and community members.	The board has ❑ provided time during regular scheduled **board-authorized public meetings** to recognize the accomplishments of its students and staff regarding progress on **student outcome goals**; and ❑ hosted a community meeting to discuss progress toward **student outcome goals** within each feeder pattern with low performing campuses during the previous 12-month period.	The board ❑ displays and keeps updated the status and **targets** of all **student outcome goals** and **GPMs** permanently and publicly in the room in which the board most frequently holds regularly scheduled meetings; and ❑ has led or co-led at least one training on **Lone Star Governance** for its community during the previous six-month period.	❑ Students have been included in at least one **Lone Star Governance** training or **two-way communication** meeting in the previous 12-month period. ❑ Newly selected board members have received an orientation on **Lone Star Governance** by fellow board members or an **LSG** Coach prior to being seated.

TEXAS FRAMEWORK: Synergy and Teamwork				
Synergy and Teamwork: The board works collaboratively and with the superintendent to lead toward the vision.				
Does Not Meet Focus 0	**Preparing To Focus** 1	**Approaches Focus** 3	**Meets Focus** 9	**Masters Focus** 10
The board does not meet focus if any of the following are true:	*The board is preparing to focus if the following is true.*	*The board approaches focus if all prior conditions and the following are true.*	*The board meets focus if all prior conditions and the following are true.*	*The board masters focus if all prior conditions and the following are true.*
❑ The board has not adopted board operating procedures. ❑ The board does not have a policy that contains a template of ethics and conflicts of interest statement; ❑ The board has not achieved a quorum in two or more **board-authorized public meetings** during the previous three months. ❑ Board members serve on committees formed by superintendent or staff, unless serving is required by law. ❑ A board member voted on an item for which they had a conflict of interest, as defined by law, during the previous three months.	The board ❑ affirms that at least every two years, it has reviewed all policies governing board operating procedures; ❑ affirms that all members have signed the ethics and conflict of interest statement in the past 12 months; ❑ agrees that a committees' role is to advise the board, not to advise the staff; ❑ agrees that a board officers' role is to advise the board, not to advise the staff; and ❑ maintained a quorum throughout all regularly scheduled meetings for the past three months.	The board ❑ agrees that every member is responsible for the **outcomes** of all students, not just students in their region of the school system; ❑ maintained an average attendance of 70% or higher throughout all regularly scheduled board meetings over the previous three months; and ❑ has set the expectation that information provided to one board member is provided to all board members.	The board ❑ maintained an average attendance of 80% or higher throughout all regularly scheduled board meetings over the previous three months; ❑ agrees that all members have adhered to all policies governing board operating procedures; ❑ agrees that every member has completed all statutorily required trainings; and ❑ rather than the superintendent, led the completion of **Lone Star Governance** tasks.	All board members and the superintendent ❑ have completed the **Lone Star Governance** Workshop; ❑ agree that all board members have adhered to all adopted board **constraints** during the previous three months; and ❑ agree that no board member has given operational advice or instructions to staff members during the previous three months.

QUARTERLY PROGRESS TRACKER

School Board:	Date:	Quarter:

Framework	Three Quarters Ago	Two Quarters Ago	One Quarters Ago	Current Quarter	Next Quarter Targets	Total Points Possible
Vision and Goals 1						15
Vision and Goals 2						15
Vision and Goals 3						10
Vision and Goals 4						5
Progress and Accountability 1						15
Progress and Accountability 2						5
Systems and Processes						15
Advocacy and Engagement						10
Synergy and Teamwork						10
Total						100

By signing below, I affirm that the Lone Star Governance Integrity Instrument was completed and is accurate			
Board Member Signatures:	% Student Outcome Minutes	Vote Count for	Vote Count Against

EVALUATION NOTES

The standard of evidence for items where board action is required will be the minutes of the meeting during which the board voted to take the described action. Where an opinion of the board is required, a resolution or vote passed by the board will meet the standard of evidence. Any board completing a self-evaluation using the LSG Integrity Instrument that is supported or reviewed by an LSG Coach may submit the review for the LSG Leaderboard. If the board would like their self-evaluation reviewed by an LSG Coach, please email the completed LSG Integrity Instrument to LSG@tea.texas.gov.

III. CLOSED SESSION (CLOSED TO PUBLIC) - [Synergy and Teamwork] THE 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:

III.A. LEGAL

III.A.1. Pending or Contemplated Litigation Matters, a Settlement Offer, or Matters on Which the 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

III.A.1.a. Litigation Update

III.A.1.b. Consultation with Attorney

IV. RECONVENE IN OPEN SESSION [Systems and Processes]

IV.A. Action, if any, on Items Discussed in Closed Session.

V. ADJOURNMENT [Other]