



August 25, 2015

Dr. John W. Frossard
Superintendent of Beaumont ISD
3395 Harrison Avenue
Beaumont, Texas 77706

Re: Protectors Insurance and Financial Services

Dear Dr. Frossard;

Weaver was engaged by the Beaumont ISD Board of Managers (the Managers) on December 18, 2014 to conduct a forensic examination of the 2007 bond construction project. The Managers directed us to make a full accounting of the \$388.6 million in bond proceeds, determine if any of these proceeds were misappropriated and, if so, by whom. We were further directed to identify any fraud or wrong doing regarding the bond projects. In regard to this latter directive, we were told to work directly with the Federal and local Task Force, established between the Jefferson County District Attorney's and United States Attorney's Offices which were prosecuting the illegal activity within the Beaumont ISD (BISD).

We previously reported to the Task Force our investigative summary regarding Scott M. Farve and John H. Elamad. As you are aware we have identified a number of suspicious transactions, relationships and/or parties which warrant a referral to the Task Force for whatever action deemed appropriate. The attached investigative summary, which includes supporting exhibits, is the third of at least 4 referrals we intend to make to the Task Force. As in the recent past, we will continue to provide whatever support is required by the Task Force in its pursuit of the cases referred. In addition to making the referral to the Task Force on this first matter, we are going to recommend BISD seek recovery of all improper payments to the contractors/vendors.

We are available to answer any questions or provide whatever support you require.

Regards,

William D. Brown
Partner, Forensic and Litigation Services
Weaver LLP

PROTECTORS INSURANCE & FINANCIAL SERVICES, LLC

August 25, 2015

Protectors Insurance & Financial Services, LLC (Protectors) advertises itself as a “full service insurance and financial services company” specializing in, among other things, Workers’ Compensation and General Liability Insurance (Exhibit 1). Protectors was formed in 1994 by Howard Jefferson, its current Chairman of the Board¹. Mr. Jefferson is a former Assistant Superintendent of the Houston Independent School District, former Board member of the Harris County Department of Education and a past President of the Houston NAACP (Exhibit 2). Mark A. Williams is the President and CEO of Protectors².

Protectors partnered with Marsh USA, Inc. (Marsh) to provide BISD a Rolling Owner Controlled Insurance Policy (ROCIP) for the 2007 Bond Project (See ROCIP Report). Protectors provided two services under this policy: Beneficiary enrollment and providing a Safety Coordinator. BISD paid Marsh \$2,694,250.62 of which Protectors was paid \$244,000 for Beneficiary Enrollment Services and \$480,000 for Safety Coordinator Services for a total of \$714,000. BISD signed an “Agreement” on June 29, 2008 (Exhibit 3). Under Attachment A (page A-1), General OCIP Services:

- (a) CONSULTANT (Marsh/Protectors) agrees to have employed on staff or employed as a subconsultant, person(s) of professional qualifications to perform the services required hereafter.
- (b) CONSULTANT agrees subconsultant’s personnel will be approved, in writing, by the OWNER prior to conducting any services on the PROJECT. CONSULTANT shall provide documentation and credentials of proposed subconsultant as reasonably required by OWNER.
- (e) The CONSULTANT shall maintain separate Project files for each construction project. Such files to contain all documents, letters, reports, permits, etc., pertinent to the Project. CONSULTANT shall provide the OWNER with copies as requested of PROJECT files at the completion of the PROJECT.
- (h) The Consultant shall:
- (k) Loss Control and Safety Services – Subject to input and approval from the OWNER, the CONSULTANT will assist in the hiring of a full-time safety coordinator by reviewing the qualifications of applicants. All decisions relating to such hiring shall be in the sole discretion of the OWNER.

Under Attachment B, Section 10, of the ROCIP Agreement, Marsh (Protectors) was to:

- 7) Institute a detailed training and safety inspection program;
- 8) Conduct safety training programs at each site covering:
 - a) Conduct a hazardous substance control training program;
 - b) Conduct 10-hour OSHA training for project superintendents and foremen;
- 9) Monitor job sites for contractor compliance with safety program;
- 10) “Audit” each General Contractor’s safety program and employee orientation and training;

¹ Mark A. Williams

² Mark A. Williams

The ROCIP program terminated on December 1, 2012, but the Safety Coordinator services were to continue until January 2013 under the policy. Parsons requested BISD to provide a Safety Coordinator for the remaining projects under construction (Exhibit 4). As a result, BISD retained Protectors directly to provide a Safety Coordinator to the Bond Project for six months (through July 2013) so as to complete the remaining four Jobs: West Brook High School Auditorium, West Brook High School Field House, Ozen High School and Odom Academy Middle School Projects. No contract was entered into between BISD and Protectors.³ Though Marsh was aware of BISD's request that Protectors continue providing the service, Marsh was no longer involved in providing these services.

Protectors had hired Michael James to be the Safety Coordinator for the original contract. Mr. Williams advised in his interview that he believed that Mr. James continued to be the Safety Coordinator for the project for the extended six months. When advised by Weaver that Mr. James advised that he left in January 2013 when he thought the project was over, Mr. Williams stated it was "that other guy" whose name he could not recall. Mr. Williams followed up after the interview by advising that Protectors had retained Alcide Boutte (Alcide) as the Safety Coordinator (Exhibit 5).

Mr. James provided his c.v. which reflects extensive Safety Coordinator training and experience including OSHA training, accident prevention and CPR-First Aid training and experience (Exhibit 6). Protectors has been unable to provide a c.v. for Alcide or any qualifications or certifications he may have as a Safety Coordinator.

Alcide is the younger brother of Eric Boutte (Eric). Alcide previously worked in the City of Beaumont's Engineering Department, where he reported to David Redmond.⁴ Alcide also worked for Eric and his company, Healthy Resources Enterprise (HRE), as the Project Manager on the Smith Middle School renovation due to Hurricane Ike.⁵ Mr. Jefferson advised that he has known Eric for approximately 15 years and records reveal that Mr. Jefferson was business partners with Eric and former BISD Assistant Superintendent David Harris (Exhibit 7).

Protectors has provided five (5) Safety Inspection Reports from Alcide dated February 22, 2013 to May 10, 2013 for the West Brook High School Auditorium, but had no Safety Training Reports for this project (Exhibit 8). They did not have any Safety Training or Inspection Reports for the other three (3) projects. The first report listed the Superintendent as Walter Gorrell and the next four (4) listed the Superintendent as "Jim."

Protectors also provided conflicting documentation regarding Alcide's employment by providing a 2013 W-4 and a 2013 1099 (Exhibit 9). W-4's are for employees, while 1099's are for Contractors. Williams advised that Alcide was a Contractor. The 1099 reflects that Alcide was paid \$27,000 for his services. Protectors was unable to provide a contract for Alcide, even though they had previously entered into a contract with Mr. James (Exhibit 10).

³ Mark A. Williams

⁴ David Redmond

⁵ George Luke

Walter Gorrell, former Superintendent for Morganti for both the West Brook High School Auditorium and West Brook High School Field House projects, advised that he did see Alcide conduct one Safety Inspection. He does not recall Alcide conducting any Safety training. Mr. Gorrell advised that the previous Safety Coordinator, Michael James, was very qualified and competent.

Mr. Gorrell did not consider Alcide as a true Safety Coordinator and believed that Alcide was a “figurehead” to satisfy the ROCIP requirements. Mr. Gorrell advised that he had a serious medical condition which forced him to leave the project in March 2013. He was replaced by Jim Inman and later by Jack Rossman, both from Tampa, Florida⁶.

Jim Inman, Project Manager for Morganti, advised that he started on the West Brook Auditorium project on April 4, 2013 and left no later than July 4, 2013 when the construction for the project was complete except for a punch list. He stated that he never set foot in the West Brook Field House because that project was already complete. Inman advised that he did not recognize the name Alcide Boutte and was never aware of a Safety Coordinator for BISD. Inman recalled Bill Smith, BISD’s Program Manager, and Joe Osborn, the project’s architect. Inman advised that he never received any safety reports because he would have had to sign-off on them and take corrective actions. He stated that he and his crew never received any safety training from anyone outside of Morganti.

Bill Smith, President of Fittz & Shipman, took over as Program Manager from Parsons in mid-February 2013 (Exhibit 11). He stated that he was unaware of any BISD Safety Coordinator on the projects and had never heard of Alcide.

George Luke, Interim Director of BISD Maintenance, advised that he knew Alcide from his work as the Project Manager on Smith Middle School but that he was unaware of Alcide being the Safety Coordinator on the last four projects and never saw him on the job sites.

Joe Osborn, Pfluger Architects, was the Architect for the West Brook Auditorium and Ozen project and advised that he was unaware of a Safety Coordinator on the job sites. He stated that he did not know Alcide and had not received any Safety training from him.

BISD paid \$10,000 a month for the term of the original contract to Protectors for the Safety Coordinator. Protectors paid Mr. James \$55,000 per year for his services as Safety Coordinator. Mr. James services were the only services Protectors provided for the Safety Coordinator. During the term of the original contract, approximately 40 projects were completed, many going-on at the same time. Of the four (4) projects still going-on at the end of the Marsh contract, two (2) of them, Ozen & Odom, were substantially complete by the end of January 2013.

BISD paid Protectors \$60,000, or \$10,000 per month, for the Safety Coordinator services for the period February through July 2013. BISD received an invoice for each month from Protectors which were consecutively numbered 2001 through 2006 (Exhibit 12).

⁶ Bill Smith

BISD made three payments to Protectors for these invoices dated 2/15/2013 (\$20,000), 5/13/2013 (\$30,000) and 7/15/2013 (\$10,000) (Exhibit 13). These invoices were received through the U.S. mail and the BISD checks were sent through the U.S. Mail (Exhibit 14).⁷ Alcide was paid \$27,000 of the \$60,000 that Protectors charged according to the IRS Form 1099 provided by Protectors in Exhibit 9.

During our interview of Williams we learned Protectors has a separate contract with BISD to provide “other” insurance related services. We determined Protectors was awarded a separate contract to provide Risk Management/Insurance Consulting Services pursuant to RFP#14-03 (Exhibit 15).

It appears Protectors jointly proposed on the contract with Willis of Texas, however it was Protectors that received the contract. Acceptance of the award by Protectors was dated September 26, 2013. The original contract amount was \$40,000. Protectors was paid \$3,333.33 per month between 3/14/2014 and 1/22/2015 for a total of \$43,333.29. After interviewing Williams, we recommended the Board terminate the contract based upon the lack of any discernable value to the District from the services being provided.

Conclusion

Weaver believes that Protectors, through its representatives, Mr. Jefferson and Mr. Williams, and by its nominee, Alcide, may have been paid as much as \$60,000 by BISD for services which they didn’t perform or performed with an individual who was not qualified to provide such services. We recommend the Board consider legal action to recover these amounts. We have not examined what services, if any, were provided under the separate Risk Management contract and therefore do not have a basis for recommending recovery of the funds paid thereunder.

⁷ Melva Vick

Parties Mentioned

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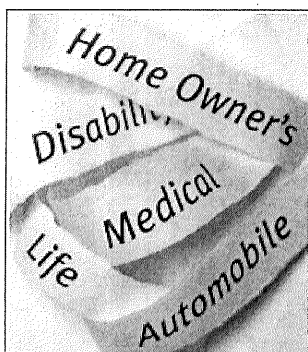
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EXHIBIT 1


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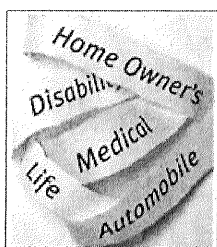
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About Us



We are a full service independent agency that provides multi-purpose programs designed for individuals and businesses in the Greater Houston Area, and throughout the United States.

Protector's employees are professionals dedicated to providing our clients exceptional service and customize Protection Programs utilizing quality carriers and products. We only provide quality products to our clients that are competitively priced and professionally designed.

What separates us from others in the industry is our comprehensive review of our client's needs and our ability to match the proper protection to meet that need. We utilize strategic questioning to ensure that we provide the proper coverage to our clients. Because we embrace this as a true business philosophy, our clients have come to see us as an extension of them protecting their interest. We feel that all clients should have "Protectors" when it comes to their insurance and financial services needs.

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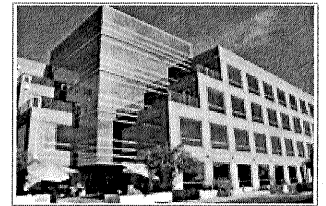
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Loss Control

Loss Control and Safety Management Program

- In conjunction with the General Contractor, we will develop a master loss control plan that is specific to the project, and specify loss control program responsibilities for a) owner, b) construction manager, c) contractors and subcontractors.
- In addition, we will develop, staff, and implement a project loss control program to include the following elements:
 - » A pre- construction survey program.
 - » Present safety information at pre-construction meeting as needed.
 - » Coordinate job site surveys and services between client's safety personnel, carrier loss control personnel, and safety administrator.
 - » Review current safety manuals for use in this program; modify and update as needed.
 - » Develop a construction safety incentive program for the contractors.
 - » Coordinate and administer annual safety recognition ceremony for contractors.
 - » Institute a detailed training and safety inspection program.
 - » Conduct safety training programs at each site covering:
 - » Hazardous substance control training program.
 - » A 10- hour OSHA training for project superintendents and foremens.
 - » Monitor job site for contractor compliance with safety program.
 - » "Audit" each General Contractor's safety program, employee orientation, and training.

EXHIBIT 2

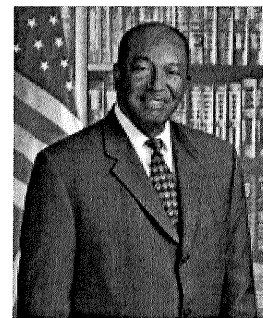

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Howard Jefferson - Position 7, At Large

Howard Jefferson was appointed to Harris County Department of Education's Board of Trustees, At-Large Position 7 in June 2013. Previously, he served as the elected HCDE board member for Position 6, Precinct 1 from 1995-2006.

Jefferson holds a bachelor's degree in chemistry from Southern University A&M College in Baton Rouge, Louisiana, and a master's degree in administration and supervision from the University of Houston. A former long-time educator, Jefferson served in numerous teaching and administrative capacities within Houston Independent School District (HISD), including Assistant Superintendent. He is a retired insurance and financial service professional.



Jefferson's dedication to community service equips him with a wealth of invaluable experience. He is skilled in education leadership as a result of both his professional training and successful career within HISD, along with his many previous years of service on the HCDE Board of Trustees. In addition, he brings decades of experience from the business arena and through volunteering with various civic associations. Jefferson has also held numerous leadership roles within a plethora of organizations and other associations— including the NAACP— in which he has served as President of the Houston chapter and most recently as a board member at the national level.

To contact Howard Jefferson, please call 713-696-0715.

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HCDE Administration
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IN CELEBRATION OF HOWARD E. JEFFERSON'S 75TH BIRTHDAY -- (Extensions of Remarks - June 29, 2012)

[Page: E1193] [GPO's PDF](#)

SPEECH OF
HON. AL GREEN
OF TEXAS
IN THE HOUSE OF REPRESENTATIVES
FRIDAY, JUNE 29, 2012

- Mr. AL GREEN of Texas. Mr. Speaker, I would like to acknowledge the 75th birthday of a respected community and business leader, Howard Jefferson. Born in Mississippi, on this day in 1937, Mr. Jefferson rose from humble beginnings to preeminence in Houston, Texas.
- He excelled in school, graduating from Southern University with a Bachelor of Science degree in Chemistry. In 1962, he was the recipient of the prestigious Academic Year Fellowship in Science and Mathematics from the University of Texas. Mr. Jefferson received a Masters Degree in Administration and Supervision from the University of Houston in 1967.
- A born scholar and educator, Mr. Jefferson finished his education and quickly rose to the position of Assistant Superintendent in the Houston Independent School District, where he supervised over 120 schools and eight area superintendents. He later retired and went on to become the Chairman of Protectors Insurance and Financial Services, LLC as well as the Protectors Health Partners, LLC.
- Mr. Jefferson has held leadership positions on various boards and commissions, including President of the National Association of the Advancement of Colored People (NAACP), Houston Branch, Vice-Chairman of the Board of Commissioners of the Houston Housing Authority, Chairman of the Veterans Advisory Committee, Vice President of the Houston Principals Association, Vice President of the Mustang Little League Football Team and Chairman of the Board of Directors of Operation PULL. He has also been a member of numerous boards and commissions, including the Harris County Board of Education, Shell Oil Company Diversity Advisory Board and City of Houston Urban Policy Advisory Board.
- Mr. Jefferson's leadership and community service have been consistently recognized by his colleagues. Amongst other honors, Mr. Jefferson has received the State of Texas NAACP Heroes

Award, the NAACP Mickey Leland Humanitarian Award, National Baptist Association Humanitarian Award, Houston Lawyers Association Outstanding Services Award, Houston Black Fire Fighters Service Award and had a day pronounced in the city of Houston in his honor by Houston mayor Lee P. Brown.

- Mr. Speaker, I am blessed to have the opportunity to pay tribute to a man who so selflessly acts as an agent for change and a coalition builder. He is an exemplar for all those who aspire to selflessly serve others, and most of all he is a friend.

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EXHIBIT 3

AGREEMENT

This AGREEMENT is between Beaumont Independent School District (OWNER), located at 3395 Harrison Avenue, Beaumont, TX 77706 and Marsh USA Inc. (CONSULTANT), a Texas corporation located at 1000 Main Street, Suite 3000, Houston, TX 77002, the OWNER'S Insurance Broker of Record for the OWNER Controlled Insured Program (PROJECT).

OWNER and the CONSULTANT agree to the following terms and conditions:

1.0 SCOPE OF SERVICES

The CONSULTANT shall perform the services as outlined and described in Attachment "A" and Attachment "B"—Scope of Services to Be Performed.

1.1 TERMS OF AGREEMENT

This AGREEMENT shall be in effect for a period of FOUR (4) years from August 1, 2008. OWNER has the option to extend the AGREEMENT for two (2), one (1) year periods, subject to the parties' agreement on CONSULTANT's compensation for such terms. Additional extensions subject to mutual agreement.

1.2 TERMINATION, REMEDIES AND CANCELLATION

- A. OWNER shall have the right to cancel for default all or any part of the undelivered portion of the AGREEMENT if CONSULTANT materially breaches any of the terms hereof including warranties of CONSULTANT (and CONSULTANT does not cure such breach pursuant to Subsection C below) or if the CONSULTANT becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which the OWNER may have in Law or Equity.
- B. Right of Assurance. Whenever one party to this AGREEMENT in good faith has reason to question the other party's intent to perform, it may demand that the other party give written notice of its intent to perform. In the event a demand is made, and no assurance is given within ten (10) working days, the demanding party may treat this failure of assurance as an anticipatory repudiation of this AGREEMENT.
- C. A party may terminate the AGREEMENT if the other party fails to cure a material breach, which substantially impairs the value of the contract as a whole to the non-breaching party within ten (10) working days of receipt of written notice from the other party. If more than ten (10) working days are required to cure such default or breach, a reasonable time in excess of said period may be substituted. In the event such default or breach is not cured within the specified time, the contract may be terminated effective ten (10) working days after receipt of written notice by the party in default.

- D. Owner reserves the right to cancel for convenience this AGREEMENT upon 180 calendar day's written notice to the Consultant. Effective date of such notice shall begin three (3) days after date of posting with the United States Postal Service with said notice being sent to last known address of Consultant.
- E. If this Agreement is terminated, CONSULTANT will assist the OWNER in arranging a smooth transition process, subject to receipt by CONSULTANT of all amounts due CONSULTANT from the OWNER. However, CONSULTANT's obligation and the obligation of its affiliates (including, if applicable, CONSULTANT's U.K. affiliates) to provide Services to the OWNER will cease upon the effective date of termination, unless otherwise agreed in writing.
- F. Upon Termination for Cause, OWNER shall make no further payment to CONSULTANT and OWNER retains the right to exercise any other legal or equitable remedies.

1.3 PAYMENT TO THE CONSULTANT

OWNER agrees to pay the CONSULTANT as follows:

- A. Basic Services
 - 1. For the performance of all services described in Section 2.0 and Attachment "A" and Attachment "B". The CONSULTANT shall receive compensation on a fixed fee basis.
 - 2. No Payment shall be made except in conformance with Subsection B below.
- B. Method of Payment
 - 1. Payment to CONSULTANT for services provided in respect of the workers compensation, employers liability, general liability and excess liability lines of coverage shall be made in quarterly installments of \$40,000 in year one, commencing at contract signing and in quarterly installments of \$37,500 in each of years 2 through 4, commencing thereafter...

In addition, payment for a full-time safety consultant shall be made in monthly installments of \$10,000 for the initial contract period of four (4) years.

Prior to each placement by CONSULTANT or its affiliates for the OWNER, CONSULTANT or the applicable affiliate shall disclose to

the OWNER and obtain the OWNER's approval of any commissions to be collected by CONSULTANT or its affiliates with respect to such placement. CONSULTANT shall credit amounts equal to any retail commissions collected by CONSULTANT or its affiliates against remaining installments of the annual fee (except as provided below) and, to the extent in excess of the remaining installments, refund previously paid installments of the annual fee. In the event such retail commissions for a Contract Year exceed the annual fee for that year, then such excess retail commissions shall be returned to the OWNER if permitted by law. Otherwise, an amount equal to such excess retail commissions shall be carried forward and applied against CONSULTANT's annual compensation for subsequent years if permitted by law. Any wholesale commissions collected by CONSULTANT or its affiliates will not be credited against the annual fee.

In the event (i) the OWNER elects to obtain insurance for a particular line of coverage from a foreign insurer and that insurer is domiciled in a country not part of the OWNER's insurance program with respect to such line of coverage as of the commencement date of this Agreement and (ii) the resources and services of a foreign CONSULTANT affiliate are necessary or appropriate for such placement, CONSULTANT and the OWNER shall negotiate additional compensation for such services and/or modification to CONSULTANT's compensation in good faith. Compensation requires mutual agreement.

Any commissions collected by CONSULTANT or its affiliates shall be considered fully earned at the time of placement, including if an insurance policy placed by CONSULTANT or its affiliates for the OWNER or its foreign subsidiaries is terminated by the OWNER or its foreign subsidiaries prior to expiration unless such policy is replaced by another policy placed by CONSULTANT or its affiliates for the OWNER or its foreign subsidiaries during the term of this Agreement.

2. Payments for Additional Services or for extra work required and approved by OWNER, as described in Section 3.0 of this AGREEMENT, shall be made monthly as the work is performed and billed. Payment to CONSULTANT for services provided in respect of the builder's risk, professional liability and contractors' pollution liability lines of coverage shall be made as follows: Builder's Risk - \$75,000 for project term, payable at policy inception, Professional Liability - \$50,000 for project term, payable at policy inception, Contractors' Pollution Liability - \$50,000 for project term, payable at policy inception.

3. Payment of invoices is due no later than thirty (30) days after receipt of billing by OWNER with appropriate documentation. If there are items lacking appropriate documentation, the balance of such invoice, after deducting any such items, shall be paid in full, and the disputed items and amounts shall be presented to CONSULTANT for appropriate documentation. If payment of the amounts due, or any portion thereof, is not made as prescribed above, interest on the unpaid balance the time said overdue payments are made shall accrue at the rate of ten percent (10%) per annum. Notwithstanding the above, nothing in the AGREEMENT shall be construed to charge interest greater than the amount allowed by Texas law. Payments due after a disputed amount is resolved shall be paid no later than thirty (30) days after such resolution. No interest shall be payable on retainage amounts.
4. Payments shall be delivered to:

Marsh USA Inc.
1000 Main Street, Suite 3000
Houston, Texas 77002
Attention: John J. Egan
5. OWNER may withhold, amend, or nullify any request for payment by the CONSULTANT under conditions described below:
6. OWNER's obligation is payable only and solely from fund appropriated and available for the purpose of this AGREEMENT. Lack of appropriated funds shall render this AGREEMENT null and void to the extent funds are not appropriated and available.

1.4 GENERAL RESPONSIBILITIES OF THE CONSULTANT

- A. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all services in accordance with the terms of this Agreement. CONSULTANT shall, without additional compensation, correct any material errors, omissions, or other deficiencies in CONSULTANT's services upon written request by the OWNER.

1.5 CONSULTANT CERTIFICATION

The CONSULTANT certifies that the fees in this AGREEMENT have been arrived at independently without any consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

1.6 CLAIMS

In the event that any claim, demand or other action is made of brought by any person, firm, corporation, or other entity against the CONSULTANT or CONSULTANT's subcontractors, arising out of performance of the AGREEMENT, the CONSULTANT shall give written notice thereof to OWNER within ten (10) working days after being notified of such claim, demand, suit or other action; the names and addresses of the person, firm, corporation or other entity making such claim or that instituted or threatened to institute any type of action or proceeding; and the name of any person against whom such claim is being made of threatened. Such written notice shall be delivered either personally or by certified mail, return receipt requested and shall be directly sent to:

Mr. Terry Ingram
Assistant Superintendent for Administration/Operations
Beaumont Independent School District
3395 Harrison Avenue
Beaumont, Texas 77706

1.7 INDEPENDENT CONTRACTOR

CONSULTANT's relationship with OWNER under this AGREEMENT is that of an independent contractor. CONSULTANT is to exercise its own discretion on the method and manner of performing its duties, and OWNER will not exercise control over CONSULTANT or its employees except insofar as this may be reasonably necessary to ensure performance and compliance with this AGREEMENT. The employees, methods, equipment and facilities used by CONSULTANT shall at all times be under its exclusive direction and control. Nothing in this AGREEMENT shall be construed to designate CONSULTANT, or any of its employees, as employees, agents, joint venturers or partners of OWNER.

1.8 LAWS, STATUTES, AND OTHER GOVERNMENTAL REQUIREMENTS

CONSULTANT agrees to be in compliance with all laws, statutes and other government provisions that are applicable to CONSULTANT's services and prevailing during the term of AGREEMENT.

1.9 ASSIGNMENT DELEGATION

This AGREEMENT shall be binding upon the parties, their successors, and assignees; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

1.10 NOTICES

All notices under this AGREEMENT shall be by personal delivery of registered mail, and by facsimile transmission the same date as personal delivery of posting

in the mail. Effective date of such notice shall be date of actual delivery of three (3) days after date of posting with the United States Postal Service with the said notice being sent to last known address of recipient.

CONSULTANT:

Marsh USA Inc.
1000 Main Street, Suite 3000
Houston, Texas 77002
Attention: John J. Egan

OWNER:

Beaumont Independent School District
3395 Harrison Avenue
Beaumont, Texas 77706
Attention: Mr. Terry Ingram
Assistant Superintendent for Administration/Operations

1.11 SEVERABILITY OF PROVISIONS

If any word, phrase, clause, sentence or provision of this AGREEMENT, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only effect the remaining portions of this AGREEMENT, this being the intent of the parties in entering into this transaction; and all provisions of the AGREEMENT are declared to be severable for this purpose.

1.12 CHOICE OF LAW AND VENUE

This AGREEMENT shall be governed by the laws of the State of Texas without regard to the choice of law provisions thereof. Venue for this AGREEMENT shall lie in Jefferson County, Texas.

1.13 CHANGES

Any change(s) to this AGREEMENT shall be in the form of written amendment mutually agreed upon and duly executed by both parties.

1.14 CONSULTANT CONTRACT

The CONSULTANT shall communicate all matters initially to the Assistant Superintendent of Administration/Operations. The Assistant Superintendent for Administration/Operations will act as contract point between OWNER and the CONSULTANT with regard to all matters under this AGREEMENT.

1.15 STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions set forth in Attachment D shall apply to the Services performed by CONSULTANT under this Agreement.

1.16 All materials developed by CONSULTANT specifically and exclusively for OWNER hereunder shall belong exclusively to OWNER. Notwithstanding the foregoing, CONSULTANT retains all of its rights in its inventions, expressions, know how, techniques, skills, knowledge and experience and materials used by it generally or provided by it generally to clients, and the same shall not be deemed works for hire and CONSULTANT shall not be restricted in any way with respect thereto.

1.17 PERFORMANCE

Failure by OWNER to insist in any one of more instances upon performance of any of the terms and conditions of this AGREEMENT shall not be construed as a waiver or relinquishment of the future performance of any terms and conditions, but the CONSULTANT's obligation with respect to such performance shall continue in full force and effect.

1.18 NONDISCRIMINATION

During the performance of the AGREEMENT, the CONSULTANT, for itself in interest agrees as follows:

- A. Nondiscrimination. The CONSULTANT, with regard to the work performed by CONSULTANT under this AGREEMENT, shall not discriminate on any unlawful grounds in the selection and retention of any subcontractors, including those concerned in the procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited hereby.
- B. Solicitations for subcontractors, including procurement of materials and equipment. In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under subcontract, including procurement of materials or leases or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this agreement relative to nondiscrimination on the grounds of race, color or national origin.
- C. Sanctions for noncompliance. In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT and after giving CONSULTANT ten (10) working days written notice, OWNER shall impose such AGREEMENT sanctions as it may determine to be appropriate, including but not limited to:
 - 1. Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies and/or

2. Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

1.19 OWNER'S RESPONSIBILITY

OWNER's responsibilities include the following:

- A. Pay all costs of insurance policies directly to the CONSULTANT for proper disbursement to insurance provider as negotiated with the insurance provider and provide evidence of such payment to CONSULTANT.
- B. Provide full information as to OWNER's requirements for the insurance covered by this AGREEMENT.
- C. Assist CONSULTANT by placing at the CONSULTANT's disposal available reports and other data relevant to OWNER's insurance needs.
- D. Examine all studies, reports, cost estimates, and other documents presented by the CONSULTANT and render, in writing, decisions pertaining thereto within a reasonable time so not to unduly delay the provision of services by CONSULTANT.
- E. Provide such legal and accounting services as OWNER may deem necessary for its internal administration.
- F. Give prompt written notice to the CONSULTANT whenever the OWNER observes or otherwise becomes aware of any defect in the services being provided by CONSULTANT.
- G. Bear all necessary and appropriate costs incident to compliance with the requirements of this Section.

2.0 SCOPE OF SERVICES

CONSULTANT will provide the services listed in Attachment "A" and Attachment "B" which is hereafter attached and hereby made part of this AGREEMENT for all purposes.

3.0 ADDITIONAL SERVICES

Should OWNER require additional services not included in Attachment "A" and Attachment "B" the Scope of Basic Services as outlined in Section 2.0, OWNER and CONSULTANT will negotiate a fee for such services. CONSULTANT agrees additional services shall only be provided if authorized or confirmed in writing by the OWNER and the CONSULTANT.

4.0 INSURANCE REQUIREMENTS

CONSULTANT will provide all insurance coverages listed in Attachment "C", which is hereafter attached and hereby made part of this AGREEMENT for all purposes.

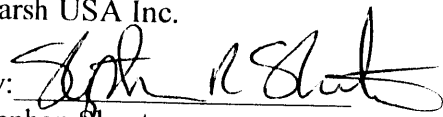
5.0 ENTIRETY OF AGREEMENT

This AGREEMENT, together with any attachments, represents the entire agreement between the OWNER and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

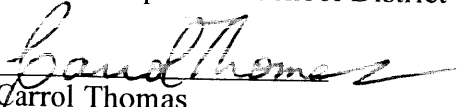
[signature page follows]

Executed this 29 day of June, 2008:

Marsh USA Inc.

By: 
Stephen Skeeter
Managing Director, Marsh USA Inc.

Beaumont Independent School District

By: 
Dr. Carol Thomas
Superintendent, Beaumont Independent School District

Attachment D
Standard Terms and Conditions

These Standard Terms and Conditions are part of the attached Agreement between Beaumont Independent School District (the "OWNER") and Marsh USA Inc. ("CONSULTANT").

1. Taxes and Fees.

In certain cases, insurance placements that CONSULTANT makes on the OWNER's behalf may require the payment of insurance premium taxes (including U.S. federal excise taxes), sales taxes, use taxes, surplus or excess lines and similar taxes and/or fees to federal, state or foreign regulators, boards or associations. The OWNER agrees to pay such taxes and fees, whenever assessed. To the extent practical, such taxes and fees will be identified by CONSULTANT on invoices covering such placements. Any such taxes and fees collected by CONSULTANT will be promptly remitted by CONSULTANT to the appropriate authorities.

2. OWNER Responsibilities.

The OWNER shall be solely responsible for the accuracy and completeness of information and other documents furnished to CONSULTANT and/or insurers by the OWNER and Project participants and the OWNER shall sign any required application for insurance. The OWNER recognizes and agrees that all insurance coverages placed in connection with this Agreement and all Services, evaluations, reports and recommendations provided by CONSULTANT hereunder are based on data and information furnished by the OWNER and Project participants. CONSULTANT will be under no obligation to investigate or verify the completeness or accuracy of any such data or information, nor will CONSULTANT have any liability for any errors, deficiencies or omissions in any Services, evaluations, reports or recommendations provided to, or any insurance coverages placed on behalf of, the OWNER, the Project or any Project participant or with respect to the Project or Program that are based on such inaccurate or incomplete data or information. The OWNER understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage.

To assist CONSULTANT in delivering the Services, the OWNER will:

- Develop the insurance, safety, and other related provisions of the construction contract and bid documents to assure that such provisions properly and accurately describe the Program and insurance credit process. CONSULTANT will provide the OWNER with sample insurance and safety provisions which will be used solely to assist the OWNER in drafting insurance

provisions for the construction contract. All contract provisions should be reviewed by the OWNER's legal counsel;

- Enforce the construction contract, with particular emphasis on compliance with the provisions relating to the contractors' and subcontractors' responsibility under the Program;
- Provide CONSULTANT entry and access to the Project at all reasonable times during the term of the Agreement; and
- Advise CONSULTANT promptly of any changes in exposures, loss-related data, and other material issues related to the Project that may affect the services to be provided by CONSULTANT hereunder or any coverage in the Program.

3. Intermediaries.

(a) When in CONSULTANT's professional judgment it is necessary or appropriate and subject to the OWNER's prior approval, CONSULTANT may utilize the services of other intermediaries, including wholesale brokers, to assist in the marketing of the OWNER's insurance. Such intermediaries may be affiliates of CONSULTANT.

(b) Wholesale brokers may represent insurers or act as managing general agents. Prior to utilizing a wholesale broker in connection with a placement for the OWNER, CONSULTANT shall disclose to the OWNER the compensation received or to be received by CONSULTANT and its affiliates in connection with the wholesale placement, any interests of CONSULTANT and its affiliates in the wholesale broker, any contractual agreements between CONSULTANT and its affiliates, on the one hand, and the wholesale broker, on the other, and alternatives to using the wholesale broker.

(c) CONSULTANT shall disclose to the OWNER the compensation of any CONSULTANT affiliated intermediaries utilized in connection with the OWNER's placements, and obtain the OWNER's consent to such compensation, prior to the binding of coverage. CONSULTANT shall disclose to the OWNER the compensation of any non-CONSULTANT affiliated intermediaries utilized in connection with the OWNER's placements to the extent known by CONSULTANT.

4. Other Revenue.

(a) If the OWNER requests assistance with obtaining premium financing in connection with the OWNER's placements and CONSULTANT provides such assistance, CONSULTANT may receive compensation from the finance company that provides premium financing to the OWNER. CONSULTANT shall provide

to the OWNER information relating to CONSULTANT's and its affiliates' arrangements with and interests in the premium finance companies to be considered by the OWNER and the compensation that CONSULTANT and its affiliates would receive from finance companies with respect to the OWNER's placements.

(b) CONSULTANT earns and retains interest income on premium payments held by CONSULTANT on behalf of insurers during the period between receipt of such payments from clients and the time such payments are remitted to the applicable insurer, where permitted by applicable law.

5. Disclaimers; Limitation of Liability.

(a) CONSULTANT does not speak for any insurer, is not bound to utilize any particular insurer and does not have the authority to make binding commitments on behalf of any insurer, except under special circumstance which CONSULTANT shall always endeavor to make known to the OWNER. CONSULTANT shall not be responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums or other financial obligations. CONSULTANT does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to the OWNER.

(b) If CONSULTANT has taken over any existing program or policies implemented by another broker, CONSULTANT will not assume any responsibility for the adequacy or effectiveness of those programs or policies or any acts or omissions occurring prior to CONSULTANT's engagement. Within 45 days, CONSULTANT will have completed a review of such programs and policies and will make recommendations it believes are necessary.

(c) Any loss control services and/or surveys performed by CONSULTANT under this Agreement are advisory in nature and for the sole purpose of assisting OWNER in monitoring contractor compliance with the Project's safety standards in conjunction with the Project's insurance needs. Such services are limited in scope and do not constitute a safety inspection as provided by a safety engineering service. CONSULTANT does not claim to find or include every loss potential, hazard, statutory or code violation or violation of good practice. All surveys and reports are based upon conditions observed and information supplied by the OWNER. CONSULTANT does not expressly or impliedly guarantee or warrant in any way the safety of any site or operation or any Project participant or that the OWNER or any of its sites or operations or the Project or any Project participant is in compliance with federal, state or local laws, codes, statutes, ordinances or recommendations. In any event, CONSULTANT's liability if any, relating to or arising out of loss control services performed by it for the OWNER shall not exceed the total compensation paid to CONSULTANT under this Agreement. In no event shall CONSULTANT be liable for any indirect, special,

consequential or punitive damages or for any lost profits or other economic loss in connection with or arising out of the Services.

(d) The Services to be provided by CONSULTANT are non-legal in nature. CONSULTANT will not be required to, nor will CONSULTANT give, legal opinions, legal advice or legal representation.

6. Proprietary Materials.

All documents, materials, and computer software used by or developed by or for CONSULTANT, including but not limited to:

- Risk information systems including MWrap;
- Financial analyses and models;
- Templates of Wrap-Up Program/Insurance, claim, and safety manuals;
- Wrap-Up related bid documents;
- Insurance deduction management plan;
- Stewardship/management report templates; and
- Underwriting specifications

shall be deemed proprietary to CONSULTANT and remain the sole property of CONSULTANT.

7. Control of Program Data.

CONSULTANT acknowledges that all data gathered in support of or generated by CONSULTANT in connection with the Project is the OWNER's property. In the event this Agreement is terminated by either party, CONSULTANT will make available to the OWNER any data specifically requested. To protect CONSULTANT's proprietary material and processes, this data may not be in the same format that it was gathered or presented to the OWNER.

The OWNER will permit CONSULTANT to use data from the Program in CONSULTANT's benchmarking analyses. Except as otherwise agreed, the OWNER's and the Project's identity will be kept confidential in all studies and reports generated by such analyses.

Attachment "A"

Procurement and Placement of "Insurance" for the "PROJECT"

"Insurance" shall mean the workers compensation, employers liability, general liability and excess liability, and builder's risk lines of coverage.

"PROJECT" shall mean the Rolling Owner Controlled Insurance Program for the OWNER's bond program covering no more than 40 projects, with total construction values not to exceed \$288 million. Marsh reserves the right to re-negotiate the fee if the number of projects or construction value increases by more than 10%.

CONSULTANT shall collaborate with the OWNER to develop bid requests to secure insurance for the PROJECT. CONSULTANT shall make available to the OWNER the appropriate resources to properly collect, organize, and review all data placed in the bid request.

At OWNER's request, CONSULTANT shall use best efforts to obtain PROJECT proposals from qualified property and casualty insurers. Marketing shall include, but not be limited to, the development of underwriting specifications and underwriting criteria. In addition, the CONSULTANT will canvass insurance markets, review policies, negotiate premium on behalf of OWNER and provide consultation and professional advice for the duration of the AGREEMENT concerning changes or enhancements to the program. With respect to Worker's Compensation coverage, the OWNER requests that during negotiations with insurance provider, the CONSULTANT will use best efforts to establish a "worker's compensation deductible cap limit" at 90% (ninety per cent) of Standard Premium or 100% (one-hundred percent) of Standard Premium as appropriate.

CONSULTANT shall represent the OWNER in all phases of the negotiation process. Direct negotiations with underwriters and the insurance company will take place with the direction of the CONSULTANT. Placement of the Insurance for the PROJECT will be conducted as a bid directly to the insurance market underwriters. CONSULTANT shall review bids and assist the OWNER in the selection thereof. Such selection shall be in the sole discretion of the OWNER. It is clearly understood that any resulting product cannot be accepted or bound until approved by the OWNER. All procurement of insurance shall be conducted in accordance with the Texas Local Government Code and all applicable law. CONSULTANT shall administer the PROJECT by reviewing the adequacy and limits of contractors' insurance coverage as required.

CONSULTANT shall act in an advisory and consulting role to the OWNER for the duration of the AGREEMENT as set forth herein.

General OCIP Services

- a. CONSULTANT agrees to have employed on staff or employed as a subconsultant, person(s) of professional qualifications to perform the services required hereafter.
- b. CONSULTANT agrees subconsultant's personnel will be approved, in writing, by the OWNER prior to conducting any services on the PROJECT. CONSULTANT shall notify OWNER in writing within ten (10) working days of the termination of the subconsultant. No proposed subconsultant shall be authorized to perform services on the PROJECT unless and until the OWNER has approved the subconsultant. CONSULTANT shall provide documentation and credentials of proposed subconsultant as reasonably required by OWNER.
- c. CONSULTANT agrees to provide the services herein set forth for construction projects ("Additional Project") for the OWNER-selected construction projects, subject to the parties' agreement on the terms relating to such Additional Projects. In the event OWNER wishes to add or substitute to this list of construction projects, OWNER agrees to consult with CONSULTANT before placing projects.
- d. The CONSULTANT shall work with OWNER and the OWNER's legal staff with respect to insurance-related provisions to determine the form of documents and the legal instruments to be used for this PROJECT, including specification language for the construction contracts.
- e. The CONSULTANT shall maintain separate PROJECT files for each construction project. Such files to contain all documents, letters, reports, permits, etc., pertinent to the PROJECT. CONSULTANT shall provide the OWNER with copies as requested of PROJECT files at the completion of the PROJECT.
- f. The CONSULTANT shall submit a quarterly report which includes an updated status of all construction projects included in the PROJECT. The OWNER may request reasonable revisions to the elements of the quarterly report. This quarterly report will identify potential problem areas that need specific attention and identify potential problems areas that need specific attention and identify critical decisions to be made during the next quarter. This report procedure will continue through the completion of the PROJECT.
- g. The CONSULTANT shall prepare and provide all forms, memos, or other documentation reasonably requested or required by the OWNER for any review or approval process required by this AGREEMENT.
- h. The CONSULTANT shall:
 - a) Attend meetings with OWNER and other interested or involved parties regarding details and refinements for the PROJECT.
 - b) Attend Progress Review Meetings with OWNER and other involved parties to review the status of the PROJECT in relation to the schedule and budget.
 - c) The CONSULTANT shall attend all other meetings reasonably required for the effective implementation and administration of the PROJECT.

i. For all meetings conducted by the CONSULTANT, if any, the CONSULTANT shall work with the OWNER to prepare all presentation materials and submit timely meeting memoranda. The CONSULTANT shall document the proceedings of each PROJECT meeting and submit meeting minutes to the OWNER within seven (7) working days of the date of the meeting. Meetings to be documented include all PROJECT related meetings conducted by the CONSULTANT and persons outside of the CONSULTANT's staff and its subconsultants.

j. Claim Audit Services

Subject to input and approval from the OWNER, CONSULTANT shall arrange for an annual audit of the claims incurred during the PROJECT. Final reports resulting from these audits shall be provided to the OWNER no later than six (6) months after the end of each annual anniversary of this AGREEMENT.

k. Loss Control and Safety Services

Subject to input and approval from the OWNER, the CONSULTANT will assist in the hiring of a full-time safety coordinator by reviewing the qualifications of applicants. All decisions relating to such hiring shall be in the sole discretion of the OWNER.

l. Program Audit

Subject to input and approval from the OWNER, the CONSULTANT will arrange for an annual premium audit of the program. Final reports resulting from these audits shall be provided to the OWNER no later than six (6) months after the end of each annual anniversary of this AGREEMENT.

ATTACHMENT B

Broker(s) will be selected based on their ability to address the specific services described below:

1. Feasibility Study Yes X No _____

Conduct a feasibility study of sufficient scope to explore the economics and mechanics of the project with regard to the use of a ROCIP.

a. The feasibility analysis will address the following issues:

- 1) Economic threshold needed for an effective program
- 2) Expected developed premium
- 3) Phasing and time schedule for project
- 4) Number of contractors at job site
- 5) Regulatory/jurisdictional matters
- 6) Identification of risks or hazards unique to project including time-sensitive losses
- 7) Identification and analysis of insurance alternatives to treat risks and hazards arising out of the project

Marsh's report and recommendations will be solely for the information of BISD and are not to be quoted in whole or in part or otherwise referred to or delivered to any other person or entity without the prior written consent of Marsh. Only BISD is entitled to rely on Marsh's report and recommendations.

2. Pre-Proposal Booklet Yes X No _____

Assist BISD with the completion of a pre-bid booklet and other bid documents which may be required for the ROCIP.

3. Pre-Proposal Conference Yes X No _____

Conduct every pre-bid conference to familiarize contractors with the ROCIP concept and its ramifications for their organizations and subcontractors.

4. Pre-construction Conferences Yes X No _____

Participate in every pre-construction conference to explain the ROCIP program to the contractors' representatives, present them with all necessary documents and acquaint them with the personnel administering the ROCIP.

5. Design, Marketing and Implementation of Insurance Program Yes X No _____

- a. Use best efforts to design, market and place an insurance program with broad coverages at competitive costs as instructed by BISD.
- b. Perform the following insurance marketing services for insurance required by the project:
 - 1) On the basis of information received, from BISD or its authorized representatives, assist in the preparation of materials and specifications required in connection with the solicitation of insurers in the marketplace.
 - 2) Per BISD's instructions, develop criteria for the identification and selection of qualified insurers.
 - 3) Analyze the various project hazards and recommend the level of risk retention and risk transfer needed to protect BISD from financial loss.
 - 4) Solicit proposals from insurers, review and evaluate qualified proposals, and formulate recommendations to BISD as to such qualified proposals. Such recommendation to include discussion of the following:

- a. Proposer's reliance on reinsurance and security of such re-insurers
- b. Process used by your firm to assess whether gaps or overlaps in coverage will occur.
- 5) Assist in the development of the underwriting submission requested by the insurance companies, any exposure, experience, and other information in a form acceptable to the underwriters.
- 6) Represent BISD in negotiating the terms of all required coverages and policies from insurers, re-insurers, underwriters or their authorized representatives.
- 7) Upon BISD's instructions, use best efforts to make all coverage placements and secure binders, certificate of coverage, certificates of insurance, policies, and/or endorsements.
- 8) Complete a comprehensive and thorough review of each coverage document (binder, certificate, policy, endorsement, exclusion or other document) received from an insurer, reinsurer, underwriter or its authorized representative or from another insurance intermediary, to verify conformance to the agreed specifications and negotiations.
- 9) Verify the accuracy of all rates, premiums, and any other fee, tax or charges.
- 10) Coordinate and serve as a liaison between BISD and the insurance companies.

6. Prepare Project Insurance Manual Yes X No _____

Prepare and submit to BISD insurance manuals relating to the operation of the ROCIP as follows:

- a. Use best efforts to originals of all coverage documents including information as to the scope and limits of the project's insurance policies for all concerned parties. Insurance manuals will identify and discuss all contractor provided insurance and show the integration between project insurance and any contractor provided insurance.
- b. Provide insurance manual for BISD's approval which sets forth the processes and procedures for implementing, maintaining and administering the consolidated insurance program for the project including, but not limited to, the following:
 - 1) The relationship between the respective staff personnel of the Administrator and BISD,
 - 2) The procedures for receiving, processing, reviewing and approving invoices, and
 - 3) Other appropriate administrative matters as agreed by the parties.

7. Implement Policy Management System Yes X No _____

Administer the insurance policies throughout the duration of the contract as follows:

- a. Receive, review, process and approve all premium audit statements and invoices, including verification of all premiums.
- b. Subject to Marsh's receipt of written notice from _____, provide notice to _____ of requested changes to terms, conditions, coverages and premiums, including cancellation of coverage.
- c. Respond to communications from contractors, subcontractors, insurers, re-insurers, underwriters or their authorized representatives and other insurance intermediaries relating to the ROCIP within 48 hours of receipt and copy BISD on such communications related to the ROCIP.
- d. Review proposed endorsements or amendatory changes to insurance policies and provide an explanation and recommendation to BISD. Use best efforts to implement all decisions made by BISD or its authorized representatives relating to such endorsements and changes.

- e. Subject to Marsh's receipt of all necessary information, enroll all contractors into the ROCIP, including verification of their off-site insurance and securing their individual declaration/rating pages.
- f. Prepare insurance certificates on policies placed by Marsh as requested by BISD.

Use best efforts to obtain and maintain up-to-date evidence of automobile liability and any other non-ROCIP coverages, as required by BISD, from all contracting parties.

- h. Issue certificates of insurance on policies placed by Marsh to all appropriate parties within two days of a request.
- i. Review certificates of insurance for all parties participating in the consolidated insurance program to determine their conformance with all requirements. Maintain a current file of all such certificates of insurance and request renewal certificates at least 30 days before expiration.
- j. Use best efforts to obtain answers from insurers, re-insurers, underwriters or their authorized representatives to all coverage questions.
- k. Provide written monthly reports to BISD relating to the ROCIP. The contents of the report to be reasonably determined by BISD. Provide advice to BISD and program personnel with respect to:
 - 1) Specific questions regarding consolidated insurance program,
 - 2) Any disputes that may occur between any insured and insurer, including assistance in connection with litigation or other proceedings for the settlement of disputes.
- m. Attend meetings with BISD, or any Committee chartered to oversee bond issue/project progress.
- n. Semi-annually, prepare and submit a Stewardship Report that discusses the following:
 - 1) Consolidated insurance program earned premiums and incurred losses by policy year and by line of coverage.
 - 2) Anticipated renewal terms and conditions and other significant market developments.
 - 3) Program deficiencies, if any, in areas such as market relationships, coverage, claims handling and safety and loss control programs.
 - 4) Recommendations for improved program design.

8. Risk Management Program

Yes X No

Monitor BISD's ROCIP risk management program for the consolidated insurance program, as follows:

- a. Monitor BISD's operations and loss exposures, evaluate risks, review the adequacy and limits of the project's insurance policies with regard to effective and economic risk transfer and/or retention, and recommended improvements, changes or additions.
- b. Review, on behalf of BISD, all contractual agreements relative to the project's insurance, liability and risk allocation. Work with BISD's counsel to develop provisions in contractual agreements relative to the project's insurance, liability and risk allocation.
- c. Review contracts with respect to risk transfer provisions and advise BISD on risk transfer implications.
- d. Review and provide a written report to BISD on each insurer's loss control activities and recommendations.

9. Claims Management Program

Yes X No

- a. Develop Claim and Accident Reporting Procedures for each major line of coverage included in the consolidated insurance program. Distribute to all participants of the ROCIP and establish a network of claim touch points within each of the major participants.
- c. Work with BISD to coordinate the filing of required workers' compensation and general liability reports to insurance carriers and governmental agencies.
- d. Analyze project loss runs to identify developing loss problems and patterns and initiate solutions as approved by BISD.
- e. Develop and maintain a claims reporting system that will accurately capture claims and accident data on the ROCIP project for BISD's approval.
- f. Provide BISD with detailed monthly status report including statistics on accident rates, cost per claim, severity data and frequency data.
- g. Coordinate quarterly claim review meetings between BISD and carrier.
- h. Provide recommendations for medical cost containment, structured settlements and other areas to reduce claim costs. Assist BISD in implementation of programs recommended by insurers and prepare appropriate communication materials to affected contractors.
- i. Meet with BISD and program personnel on an as needed basis but no less frequently than quarterly to provide claims review loss data and any issues relating to claims and accidents.
- j. Where appropriate, recommend deductible levels and apply deductibles to appropriate contractors for each subject claim for BISD's approval.
- k. Advise BISD on coverage application on disputed or problematic claims.
- m. Include in all underwriting submissions made by Marsh on behalf of BISD a stipulation that insurers are to maintain accurate claim data on accident databases.
- n. Recommend deductible levels for BISD's approval and apply deductibles to appropriate contractors for each claim. Assist BISD in recovering deductible amounts from the respective contractor. Monitor and assist contractors as indicated. Verify and negotiate reasonable insurance deductibles.
- o. Develop a drug-screening program for BISD's approval.

10. Loss Control and Safety Management Program Yes X No _____

- a. In conjunction with the General Contractor, develop a master loss control plan ~~within~~ 30 days of award of contract that is specific to the project. Specify loss control program responsibilities for a) owner, b) construction manager, c) contractors and subcontractors. The loss program shall be subject to BISD's approval.
- b. In conjunction with the General Contractor, develop, a project loss control program with the following elements for BISD's approval:
 - 1) A pre-construction survey program
 - 2) Present safety information at pre-construction meeting as needed.
 - 3) Coordinate job site surveys and services between BISD safety personnel, carrier loss control personnel and safety administrator.
 - 4) Review current safety manuals for use in this program; modify and update as needed.
 - 5) Develop a construction safety incentive program for the contractors.
 - 6) Coordinate and administer annual safety recognition ceremony for contractors
 - 7) Institute a detailed training and safety inspection program
 - 8) Conduct safety training programs at each site covering:
 - a) Conduct a hazardous substance control training program
 - b) Conduct 10-hour OSHA training for project superintendents and foremen
 - 9) Monitor job sites for contractor compliance with safety program.
 - 10) "Audit" each General Contractor's safety program and employee orientation and training.

11. Risk Management Information System Yes X No _____

- a. Provide, or use best efforts to have an insurance carrier provide, an information system that will gather, record and report information on injuries to persons, damage to property, costs, claims and settlements relating to the ROCIP. Provide extensive training to BISD staff on any information system provided.
- b. Provide a system to prepare monthly, quarterly and annual reports summarizing progress, accomplishments, current and planned activities, safety, claims and other relevant information. Prepare such reports, explanatory booklets, studies, plans, manuals, policy studies, rate determinations, and analyses as may be necessary or desirable or as may be requested by BISD in connection with the ROCIP.
- c. In conjunction with the General Contractors, develop and implement a Contractor Management System that will include the following:
 1. A database of all contractors with firm name, address, key personnel, telephone number and safety contact.
 2. Oversee monthly payroll reporting for each contractor.
 3. Maintain contractor tracking logs that include:
 - a) Contractor loss history, underwriting data by experience modification
 - b) List of contractors by tiers of relationships: e.g. General Contractor, etc.
 - c) Contract data, start up date, and completion date

4. For each contractor, capture underwriting data that is required to maintain a cost-effective ROCIP, estimated contract and payroll data, labor classifications, rates and low tier contract cost.
- d. Provide a system that will track policies, certificates of insurance, endorsements and other coverage documents and provide sample of same.
- e. If applicable, provide a system that will monitor and track monthly payroll reporting.
- f. Provide a system that will provide accurate and timely financial information including the development of incurred and paid losses, reserve analysis, trending, retrospective rating analysis if appropriate, and will include a record of all transactions that are relevant to the maintenance of the ROCIP.
- g. On an exception basis, the system will need to timely identify program participants who have not met their responsibilities to ensure smooth and efficient operations that are critical to a successful ROCIP.

12. ROCIP Administration Services

Yes X No

- a. Administer the project's Risk Management Program by reviewing the adequacy and limits of insurance coverage required for ongoing and new contracts and/or projects.
- b. Sixty days prior to program anniversary, submit a written report stating:
 - 1) Insurance program earned premiums by coverage line including major loss information and estimated savings to date of the ROCIP.
 - 2) Anticipated issues regarding insurance terms, conditions and other indications of market conditions, trends and changes.
 - 3) Problems identified in claims, safety, uninsured risks.
 - 4) Services performed, planned and recommended for improved program design.
 - 5) Issues related to coordination of ROCIP with BISD's existing insurance program.
 - 6) Other ROCIP significant related issues.
- c. Review and analyze insurance provisions of Proposal documents.
- d. Use best efforts to assure that insurance-related entities identified by BSID become aware of project-specific construction risks and liabilities which impact insurance coverage of the ROCIP.
- e. At BISD's instructions, use best efforts to obtain current evidence of all other insurances not covered by ROCIP that is required by BISD for all contracting parties on the project(s).
- k. Assist BISD in screening contractor and subcontractor bid and proposals to determine whether or not the cost of insurance has been removed and evaluate the impact of the individual contractor's loss experience on project costs.
- l. m. Assist BISD in all matters regarding any insurance regulatory authority with regard to the BISD's ROCIP.
- o. Attend and actively participate in periodic meetings with BISD concerning the status and progress of the ROCIP, other than that listed elsewhere.

Attachment "C"

INSURANCE REQUIRED BY CONSULTANT

The CONSULTANT shall carry insurance in the following types and amounts for the duration of this AGREEMENT, and furnish certificates of insurance and policy endorsements as evidence thereof.

1. Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq Tex. Rev. Civ. Stat.) and policy limits for employers liability of \$1,000,000 per occurrence.
2. Commercial General Liability Insurance with a bodily injury and property damage per occurrence limit of \$5,000,000 and an annual aggregate of \$5,000,000. The policy shall contain the following provisions:

Contractual liability coverage

Medical expense coverage with a limit of \$5,000 any one person.

Products & Completed Operations Occurrences & Aggregate limits of \$5,000,000.

Personal and Advertising Aggregate limit of \$5,000,000.

Thirty (30) days written notice of cancellation.

3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a combined single limit of \$5,000,000 per occurrence for bodily injury and property damage.
4. Insurance Agents/Brokers Errors and Omissions Insurance with a limit of \$5,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for negligent acts, errors or omissions in the conduct of his/her business.

General Requirements

Any coverage written on a Claims-Made basis shall have no retroactive date or carry a retroactive date no later than the date of the AGREEMENT. Insurance shall be maintained for the duration of the AGREEMENT and endeavored to be maintained for two years following completion of the services under the AGREEMENT. The premium for any required insurance and extended reporting period shall be paid for by the policyholder.

CONSULTANT shall not commence work under the AGREEMENT until he/she has obtained the required insurance and until such insurance has been reviewed by OWNER.

Approval of insurance by OWNER shall not relieve or decrease the liability of the CONSULTANT hereunder.

OWNER and Parsons shall be shown as "Additional Insured" on the General Liability, Automobile Liability and Umbrella (Excess) Liability policies with respect to their vicarious liability arising from CONSULTANT's provision of services pursuant to this agreement. A "Waiver of Subrogation" clause in favor of the OWNER and Parsons will be attached to the Excess Liability, Auto Liability and General Liability policies. Evidence must be included in Certificates of Insurance; a copy of which must accompany the Proposal. Parsons (Program Manager) shall also be shown as "Additional Insured" as required above. Name of Certificate (Acord Format required) Holder shall be Beaumont Independent School District (OWNER).

If insurance policies are not written for amounts specified above, the CONSULTANT shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

Except for Professional Liability, insurance shall be written by companies licensed to do business in the State of Texas at the time the policy is issued and shall be written by companies with an A.M. Best rating of A-, V111 or better or otherwise acceptable to OWNER.

OWNER reserves the right to review insurance requirements of this section during effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage and their limits when deemed necessary and prudent by OWNER based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the CONSULTANT.

The CONSULTANT shall not cause any insurance to be canceled nor permit any insurance lapse during the term of the agreement or as required in the AGREEMENT.

The insurance coverages required under the AGREEMENT are required amounts and are not intended to limit the responsibility of the CONSULTANT.

CONSULTANT and the CONSULTANT's insurers shall endeavor to provide OWNER thirty (30) days written notice of cancellation or material changes for all applicable coverage indicated within the Insurance Requirements section of this AGREEMENT.

(NON INSURANCE)

EXHIBIT 4

Susan E. Yeldell, CRIS
Senior Vice President
Construction Project Risk
Marsh USA, Inc.
1000 Main Street, Suite 3000
Houston, Texas 77002
713-276-8554 office
713-276-8766 FAX
713-553-3754 cell

From: Devin McCraney [<mailto:dmccran@beaumont.k12.tx.us>]
Sent: Thursday, January 03, 2013 9:57 AM
To: Yeldell, Susan E
Cc: Lana Thompson; 'Schedel, Keith'; Shirley Bonton; Timothy Chargois
Subject: RE: UPDATED: Bond Program Construction - Safety Services

Susan,

Please accept this email, as notification that Beaumont ISD would like to continue the safety services coverage through March 31, 2013. We will inform you if we need to modify this tentative date.

Thanks,

Devin W. McCraney
Director of Finance
Beaumont Independent School District
3395 Harrison Avenue
Beaumont, Texas 77706
Office: (409) 617-5151
Fax: (409) 617-5283
dmccran@beaumont.k12.tx.us

From: Yeldell, Susan E [<mailto:Susan.E.Yeldell@marsh.com>]
Sent: Wednesday, January 02, 2013 11:53 AM
To: Devin McCraney
Cc: Lana Thompson
Subject: UPDATED: Bond Program Construction - Safety Services

Mr. McCraney, I apologize. Parsons has pointed out that West Brook Auditorium will not complete until the end of March and that Odom MS is expected to complete by 1-11-2013. Based on this updated schedule, especially on West Brook Auditorium, please confirm if you would like to continue the safety services for construction work at West Brook Auditorium through March 31, 2013.

Susan E. Yeldell, CRIS
Senior Vice President
Construction Project Risk
Marsh USA, Inc.
1000 Main Street, Suite 3000
Houston, Texas 77002
713-276-8554 office
713-276-8766 FAX
713-553-3754 cell

From: Yeldell, Susan E
Sent: Wednesday, January 02, 2013 11:11 AM
To: Devin McCraney
Subject: Bond Program Construction - Safety Services

Mr. McCraney, as you know, the ROCIP program terminated 12-1-2012, and all remaining contractors and subs should be covered by their own insurance while working on BISD projects. Part of the ROCIP services provided included Safety Coordination at all sites by Protectors Insurance Agency by Michael James. BISD requested that PIA continue to provide safety services on the construction sites (West Brook Field House and Ozen Middle School) beyond the 12-1-2012 date.

We have learned that substantial construction work has completed, and only punch list work remains. We currently have retained PIA for Safety Services through January 31, 2013. Since only punch list work remains, please advise if we should extend the PIA Safety Services for an additional 30 days beyond 1-31-2013. The fee for Safety Services is \$10,000 per month.

Susan E. Yeldell, CRIS
Senior Vice President
Construction Project Risk
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1000 Main Street, Suite 3000
Houston, Texas 77002
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713-276-8766 FAX
713-553-3754 cell

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Mark Williams

From: Mark Williams <mwilliams@protectorsinsurance.com>
Sent: Friday, February 08, 2013 4:57 PM
To: 'Yeldell, Susan E'
Subject: FW: UPDATED: Bond Program Construction - Safety Services

fyi

Mark A Williams
President/CEO
Protectors Insurance and Financial Services, LLC
1177 West Loop South
Suite 625
Houston, TX 77027
Office: 713-660-8899
Fax: 713-660-9977
WWW.PROTECTORSINSURANCE.COM

From: Mark Williams [mailto:mwilliams@protectorsinsurance.com]
Sent: Friday, February 08, 2013 4:49 PM
To: 'susan.e.yeldel@marsh.com'; 'Antoinette Bias'
Cc: 'dmccran@beaumont.k12.tx.us'
Subject: FW: UPDATED: Bond Program Construction - Safety Services

Thanks Susan, we will handle.

Mr. McCraney, we will forward you invoices on Monday for February and March 2013. If you have any questions, please feel free to contact my office at 713-660-8899.

Thanks

Mark A Williams
President/CEO
Protectors Insurance and Financial Services, LLC
1177 West Loop South
Suite 625
Houston, TX 77027
Office: 713-660-8899
Mobile: 832-347-6080
Fax: 713-660-9977
WWW.PROTECTORSINSURANCE.COM

From: Yeldell, Susan E [mailto:Susan.E.Yeldell@marsh.com]
Sent: Friday, February 08, 2013 3:51 PM
To: Mark Williams
Cc: Hernandez, Diana

Mark Williams

From: Mark Williams <mwilliams@protectorsinsurance.com>
Sent: Friday, February 08, 2013 4:57 PM
To: 'Yeldell, Susan E'
Subject: FW: UPDATED: Bond Program Construction - Safety Services

fyi

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From: Mark Williams [mailto:mwilliams@protectorsinsurance.com]
Sent: Friday, February 08, 2013 4:49 PM
To: 'susan.e.yedel@marsh.com'; 'Antoinette Bias'
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Sent: Friday, February 08, 2013 3:51 PM
To: Mark Williams
Cc: Hernandez, Diana
Subject: FW: UPDATED: Bond Program Construction - Safety Services

Susan E. Yeldell, CRIS
Senior Vice President
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Marsh USA, Inc.
1000 Main Street, Suite 3000
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713-276-8766 FAX
713-553-3754 cell

From: Devin McCraney [<mailto:dmccran@beaumont.k12.tx.us>]
Sent: Friday, February 08, 2013 3:48 PM
To: Yeldell, Susan E
Cc: Lana Thompson; Shirley Bonton; Timothy Chargois
Subject: RE: UPDATED: Bond Program Construction - Safety Services

Yes that is fine. Also we are trying to close out Ozen, Odom and the West Brook Field house if you could assist Keith in getting the documents for the close out I would be greatly obliged.

Thanks

Devin W. McCraney
Director of Finance
Beaumont Independent School District
3395 Harrison Avenue
Beaumont, Texas 77706
Office: (409) 617-5151
Fax: (409) 617-5283
dmccran@beaumont.k12.tx.us

From: Yeldell, Susan E [<mailto:Susan.E.Yeldell@marsh.com>]
Sent: Friday, February 08, 2013 3:27 PM
To: Devin McCraney
Cc: Lana Thompson; Shirley Bonton; Timothy Chargois
Subject: RE: UPDATED: Bond Program Construction - Safety Services

Mr. McCraney, below you confirmed that safety services were needed through March 31, 2013. The Marsh contractual agreement with BISD for this project ended 1-13-2013, therefore we are unable to invoice for these services. Would it be possible for Protectors Insurance Agency who actually provides the safety services to bill BISD directly for February and

Susan E. Yeldell, CRIS
Senior Vice President
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Marsh USA, Inc.
1000 Main Street, Suite 3000
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713-553-3754 cell

From: Devin McCraney [<mailto:dmccran@beaumont.k12.tx.us>]
Sent: Friday, February 08, 2013 3:48 PM
To: Yeldell, Susan E
Cc: Lana Thompson; Shirley Bonton; Timothy Chargois
Subject: RE: UPDATED: Bond Program Construction - Safety Services

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Devin W. McCraney
Director of Finance
Beaumont Independent School District
3395 Harrison Avenue
Beaumont, Texas 77706
Office: (409) 617-5151
Fax: (409) 617-5283
dmccran@beaumont.k12.tx.us

From: Yeldell, Susan E [<mailto:Susan.E.Yeldell@marsh.com>]
Sent: Friday, February 08, 2013 3:27 PM
To: Devin McCraney
Cc: Lana Thompson; Shirley Bonton; Timothy Chargois
Subject: RE: UPDATED: Bond Program Construction - Safety Services

Mr. McCraney, below you confirmed that safety services were needed through March 31, 2013. The Marsh contractual agreement with BISD for this project ended 1-13-2013, therefore we are unable to invoice for these services. Would it be possible for Protectors Insurance Agency, who actually provides the safety services, to bill BISD directly for February and March?

Mark Williams

From: Mark Williams <mwilliams@protectorsinsurance.com>
Sent: Thursday, June 27, 2013 4:05 PM
To: 'Lana Thompson'
Subject: RE: BISD Safety 7-2013 #2006

No problem!

Mark A Williams
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1177 West Loop South
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Houston, TX 77027
Office: 713-660-8899
Fax: 713-660-9977
WWW.PROTECTORSINSURANCE.COM

From: Lana Thompson [<mailto:lthomps@beaumont.k12.tx.us>]
Sent: Thursday, June 27, 2013 3:39 PM
To: 'Mark Williams'
Subject: RE: BISD Safety 7-2013 #2006

We are out till 7/15 – will pay upon our return. Lana

From: Mark Williams [<mailto:mwilliams@protectorsinsurance.com>]
Sent: Thursday, June 27, 2013 3:35 PM
To: Lana Thompson
Cc: Devin McCraney; 'Antoinette Bias'
Subject: FW: BISD Safety 7-2013 #2006

Here is the invoice for July's Safety Services.

Thanks

Mark A Williams
President/CEO
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1177 West Loop South
Suite 625
Houston, TX 77027
Office: 713-660-8899
Fax: 713-660-9977
WWW.PROTECTORSINSURANCE.COM

EXHIBIT 5

Microsoft
Outlook Web App

Type here to search Entire Mailbox

Options Sign out

Mail

Calendar

Contacts

Deleted Items

Drafts

Inbox (1)

Junk E-Mail

Sent Items

Click to view all folders

Floyd

Payroll

Manage Folders...

Reply Reply All Forward X Junk Close

FW: Followup info
Mark Williams [mwilliams@protectorsinsurance.com]

You replied on 6/9/2015 2:18 PM.

Sent: Tuesday, June 09, 2015 11:13 AM
To: Don Southerland
Cc: 'Howard Jefferson' [hjefferson@protectorsinsurance.com]
Attachments: Protectors Insurance_Sub ~1.docx (46 KB) [Open as Web Page]; Scan0004.pdf (2 MB) [Open as Web Page]

Don, this is the first time I have seen this document. As you are aware, you insisted that we meet in our office instead, which we did. Following our meeting, I replied to the additional information you requested in the April 21, 2015 email (see attached). I did not know you were in need of additional information.

I will review the attached letter and respond at my earliest time available.

Thanks,

Mark A Williams
Managing Partner/CEO
Protectors Insurance and Financial Services, LLC
4615 Southwest Freeway
Suite 805
Houston, Texas 77027
Office: 713-660-8899
Fax: 713-660-9977
Email: mwilliams@protectorsinsurance.com
www.protectorsinsurance.com

-----Original Message-----
From: Don Southerland [<mailto:don.southerland@weaver.com>]
Sent: Tuesday, June 09, 2015 9:33 AM
To: Mark Williams
Subject: RE: Followup info

Mark,

We are trying to complete our audit this week. Can you please give me a timeframe on when you will be able to provide the documents we requested in the attached letter.

Thanks,

Don

From: Mark Williams [mwilliams@protectorsinsurance.com]
Sent: Tuesday, April 21, 2015 10:13 AM
To: Don Southerland
Cc: mwilliams@protectorsinsurance.com
Subject: Followup info

Mr. Southerland, attached are copies of emails that outlined the extension of the Safety Services for BISD Bond Program. No separate contract exist beyond these emails for the extension of Safety Services. The extension continued through July 2013. Our employee following Michael James departure was Alcide Boutte. He worked from February 2013 - July 2013 as our Safety Coordinator. A copy of the email forwarded to Lana Thompson indicates our July 2013 invoice for Safety services.

Mark A Williams
Managing Partner/CEO
Protectors Insurance and Financial Services, LLC
4615 Southwest Freeway, Suite 805
Houston, Texas 77027
mwilliams@protectorsinsurance.com
www.protectorsinsurance.com

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EXHIBIT 6

Michael James

E-mail: Michael.James@rig-rci.com

Cell: (409) 926-6637

PO Box 1366 Kountze, TX 77625

OBJECTIVE: To obtain employment as a Safety Representative in order to ensure safe and timely completion of projects as well as protect employees from injury and equipment from damage.

QUALIFICATIONS Fourteen years or experience in Construction. Three years of experience as Program Safety Coordinator. Ten years of experience as a site safety supervisor. Two years experience in various safety councils. Four years experience as an EMT. OSHA Course #500 for the Construction Industry. OSHA 30 Hour Construction Industry Outreach Course. Various safety classes taught through CB&I including OSHA 10 Hour Construction Outreach and OSHA 10 Hour General Industries Outreach Courses

EDUCATION

1990	Warren High School, Warren, TX
1993	Non commissioned officer class, US Navy, Millington, TN
1997	Emergency Medical Technician, Basic certification, Silsbee, TX
1999	Emergency Medical Technician, Intermediate, not certified, Beaumont, TX
2006	30 Hour OSHA Construction Safety Training Course, Memphis, TN
2006	Excavation/Trenching Competent Person Online Course, www.buildsafe.org
2006	OSHA 500 Construction Course, Rocky Mountain Education Center
2007	Accident Investigation, CBI, Beaumont, TX
2007	Mobile Crane Safety, CBI, Beaumont, TX
2007	Rigging Safety, CBI, Beaumont, TX
2007	Accident Prevention, 40 Hour, CBI, Beaumont, TX
2007	CPR, First Aid, AED training

Employment and Experience

2013-Present	<i>Field Safety Supervisor/Richard Construction Inc. RCI</i> Manage safety programs for field industrial construction projects. I am responsible for ensuring contractors and subcontractors operate in compliance with client safety requirements as well as OSHA, and EPA specifications working in new construction, renovations, turn-around, and demolition projects.
2009-2012	<i>Safety Coordinator/Protectors Insurance/Marsh USA</i> ROCIP Safety Coordinator for a \$380 million bond program for Beaumont Independent School District in South East Texas. I am responsible for entrance safety orientation of all employees working on any ROCIP project, monitoring safety processes of over 100 commercial construction companies of various trades, assistance in the development of site specific processes for various crafts, editing and development of the ROCIP safety manual, review of CMAR safety manuals, and site inspections. In this bond program, there were over fifty projects, including nine turnkey elementary schools, one turnkey multi-level middle school, two turnkey auditoriums each seating over 1000, one \$40 million athletic facility, numerous classroom additions, renovations, and roofing projects.

Michael James

PO Box 1366 Kountze, TX 77625

E-mail: Michael.James@rig-rci.com

Cell: (409) 926-6637

- 2007-2009 *Safety Coordinator/Innovative EHS*
Coordinate safety efforts for Post-Hurricane Ike cleanup, including initial cleanup, assisting asbestos abatement, and construction. Oversee all contractors assigned to shut-down and Decoker wall repair jobs. Conduct daily inspections to insure compliance with client specifications. Insure all records are kept up to date and forwarded to the client as required. Coordinate safety efforts between client and contractors Assist coordination of tasks between contractors and client.
- 2002-2007 *Safety Supervisor/CBI, A&B Builders Contractors*
Oversee all contract employees including sub-contractors. Conduct monthly and yearly inspections to insure compliance with client specifications as well as regulatory Agencies including OSHA, EPA, as well as company needs. Conduct weekly safety meetings. Assure that record keeping is up to date.
- 1997-2002 *Field Medic/Eastex EMS*
Assess, treat, and transport sick and injured patients to and from hospital emergency rooms or Dr. office visits. Record keeping of patient information during transportation. Communication of patient information to doctors and nurses at destinations. Maintain stock of supplies onboard ambulance. Maintenance of equipment onboard ambulance.
- 1996-1997 *Utility Crew/Louisiana Pacific Particle Board Plant*
Clean plant and units of sawdust. Grounds keeping. As a member of the plant safety team, I audited plant work practices and helped develop plant safety protocols and procedures. Change filters in the hydraulic press exhaust line.
- 1995-1996 *Various companies*
Welding industrial environmental waste containers, commercial ironworker, pipe-fitter helper, and carpentry.
- 1992-1995 *Aviation Electronics Technician/United States Navy*
Troubleshoot and repair at component level, electronic subsystems of naval aircraft. Assigned secret level clearance. Achieved the rank of E-4, Petty Officer, and 3rd Class. Trained in firefighting, damage control, SCBA, Co2 re-breather.

Qualifications

- OSHA 500 Construction Course
- 30 Hour OSHA Construction Course
- 10 Hour OSHA Construction Course
- 10 Hour OSHA General Industries Course
- Excavation/Trenching Competent Person Training
- Eight years of experience as a Site Safety Rep
- Three years of experience as a Program Safety Coordinator
- Fourteen years construction experience
- Four years of experience in EMS as a field EMT-B

Michael James

PO Box 1366 Kountze, TX 77625

E-mail: Michael.James@rig-rci.com

Cell: (409) 926-6637

- Over 1.2 Million man hours without a recordable incident at the Clean Fuels Project at the Valero refinery in Memphis, TN
- Over 32,000 man hours without a recordable incident for CB&I at the 2006 Plant Wide Shut-down at the Valero refinery in Memphis, TN

References

John Strickland	Innovative EHS	Safety Coordinator	Memphis, TN	(936) 462-0563
Michael Gentry	Marsh, USA	Risk Manager	Beaumont, TX	(713) 276-8534
James Vinson	RCI	Site Manager	El Paso, TX	(409) 540-2295
Tony Ferro	RCI	Safety Director	Beaumont, TX	(409) 434-4883

EXHIBIT 7

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Companies (/companies/)

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Locations (/BusinessDirectory.aspx)

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Affordable Communities Development Corporation

Active Refreshed 6/3/2015 - This profile created using data from Texas Secretary of State.

📍 Houston (/Texas/Houston/BusinessDirectory.aspx), TX (/Texas/BusinessDirectory.aspx)

Edit This Profile

(/profiles/edit/37355793)

📄 D&B Company Report (/link/dnb/37355793?t=Header)

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Corporation Profile

📄 Overview of Affordable Communities Development Corporation in Houston, TX

Affordable Communities Development Corporation filed as a **Domestic Nonprofit Corporation** in the **State of Texas** on Friday, May 5, 2006 and is approximately nine years old, as recorded in documents filed with **Texas Secretary of State**. The filing is **currently active** as of the last data refresh which occurred on Wednesday, June 3, 2015.

Key People

Eric Boutte (/Texas/Houston/eric-boutte/33474262.aspx) serves as the **Director** and has interests in other corporate entities including Feb Contractors LLC (/Texas/Fredericksburg/feb-contractors-llc/68580513.aspx), Goodhue Triangle Property, LLC (/Texas/Houston/goodhue-triangle-property-llc/38967532.aspx), and Acqui-Co Port Arthur Interests LLC (/Texas/Houston/acqui-co-port-arthur-interests-llc/37464702.aspx). Eric's past corporate affiliations include Kingston A.B.P., LLC (/Texas/Houston/kingston-abp-llc/37579566.aspx), Eral, LLC (/Texas/Houston/eral-llc/39051917.aspx) and thirteen others.

David Harris (/Texas/Houston/david-l-harris-P3459546.aspx) is the **Director** of Affordable Communities Development Corporation. David's past corporate affiliations include Beststaff Services, Inc. (/Texas/Houston/beststaff-services-inc-5593416.aspx), Diversestaff, Inc. (/Texas/Houston/diversestaff-inc/38828419.aspx) and three others.

The **Director** of Affordable Communities Development Corporation is Howard Jefferson (/Texas/Houston/howard-jefferson/37355802.aspx). Howard's past corporate affiliations include Howard Jefferson Foundation (/Texas/Houston/howard-jefferson-foundation/37696839.aspx), Triangle Bio Industries, Inc. (/Texas/Houston/triangle-bio-industries-inc/38076935.aspx)

The registered agent for the company is Marcia Johnson. Also known as a statutory or resident agent, the registered agent is responsible for receiving legal notifications regarding court summons, lawsuits, and other legal actions involving the corporate entity.

👤 Key People & Organizations for Affordable Communities Development Corporation

Affordable Communities Development Corporation
(http://www.corporationwiki.com/Texas/Houston/affordable-communities-development-corporation/37355793.aspx)

Eric Boutte (/Texas/Houston/

📍 Houston
(/Texas/Houston/BusinessDirectory.aspx), TX
(/Texas/BusinessDirectory.aspx)

Active

📄 D&B Company Report (/link/dnb/37355793?t=MiniProfile)

👤 3 Active Members Found

Feb Contractors LLC (/Texas/

Affordable C

👤 Key roles for Affordable Communities Development Corporation

👤 Eric Boutte (/Texas/Houston/eric-boutte/33474262.aspx)
DIRECTOR

Active

👤 David L. Harris (/Texas/Houston/david-l-harris-P3459546.aspx)
DIRECTOR

Active

👤 Howard Jefferson
(/Texas/Houston/howard-jefferson/37355802.aspx)

Active

Howard Jefferson (/Texas/H

David L. Harris (/Texas/Hou

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Companies (/companies/)

People (/people/)

Locations (/BusinessDirectory.aspx)

Q Search

Share

Howard Jefferson

Active Director for Affordable Communities Development Corporation

📍 Houston (/Texas/Houston/BusinessDirectory.aspx), TX (/Texas/BusinessDirectory.aspx)

👤 Contact Info (/link/ps/37355802?t=PeoplePageWidgetH150_2Widgets_ContactInformation_C)

🔍 Background Check (/link/ps/37355802?t=PeoplePageWidgetH150_2Widgets_BackgroundCheck_C)

Edit This Profile

(/profiles/edit/37355802)

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Overview of Howard Jefferson in Houston, TX

Howard Jefferson is the Director of Affordable Communities Development Corporation (/Texas/Houston/affordable-communities-development-corporation/37355793.aspx) and inactive roles in two additional companies .

Affordable Communities Development Corporation filed as a **Domestic Nonprofit Corporation** in the **State of Texas** filed on Friday, May 5, 2006. This corporation is approximately nine years old according to documents filed with **Texas Secretary of State**. Affordable Communities Development Corporation also lists David L. Harris (/Texas/Houston/david-l-harris-P3459546.aspx) as Director.

Howard Jefferson is connected to other officers through these corporate roles. One of the top connections is David L. Harris .

Howard's past corporate interests include the Director of Howard Jefferson Foundation and the Director of Triangle Bio Industries, Inc. .

Corporate Affiliations for Howard Jefferson

Howard Jefferson

(http://www.corporationwiki.com/Texas/Houston/howard-jefferson/37355802.aspx)

📍 Houston

Active

(/Texas/Houston/BusinessDirectory.aspx), TX (/Texas/BusinessDirectory.aspx)

👤 Contact Info (/link/ps/37355802?t=PeoplePageWidgetH150_2Widgets_ContactInformation_B)

🔍 Background Check (/link/ps/37355802?t=PeoplePageWidgetH150_2Widgets_BackgroundCheck_B)

👤 1 Active Company Roles Found

👤 2 Inactive Company Roles Found

Jules Johnson (/Texas/Hous

Warren Ervin (/Texas/Houst

David L. Harri

Howard Jefferson Foundatio

Triangle Bio Ind

Affordable Communities Dev

Howard Jeff

Key roles for Howard Jefferson

🏢 Affordable Communities Development Corporation (/Texas/Houston/affordable-communities-development-corporation/37355793.aspx)
DIRECTOR

Active

🏢 Howard Jefferson Foundation (/Texas/Houston/howard-jefferson-foundation/37696839.aspx)
DIRECTOR

Inactive

🏢 Triangle Bio Industries, Inc.

Check Public Records

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Now



EXHIBIT 8

Sample Copy of Safety Inspection by Al Bonte

Contractor Weekly Safety Inspection Report

JOB NO. _____ JOB NAME: West Brook Auditorium
SUPERINTENDENT: Walter Gorrill DATE: 2/16/13 - 2/22/13
PERSON(S) MAKING INSPECTION: Al Bonte

Subcontractors On-site (List Name and Trade):

<u>Texas Scenic</u>	<u>Stage & Flooring</u>
<u>Atlas</u>	<u>Plaza</u>
<u>Lodges Mechanical/A-1</u>	<u>Mechanical</u>
<u>Gulf Coast Electric</u>	<u>Electrical</u>
<u>CPHA</u>	<u>Painting & Drywall</u>
<u>Morgan</u>	<u>Prime Contractor</u>

COLUMN

A = Adequate at time of inspection
B = Needs consideration
C = Needs immediate attention
N/A = Not applicable

	A	B	C	N/A	Action Taken
1. Job Information					
• OSHA 300 forms posted and complete?					
• OSHA poster posted?	✓				
• Phone no. for the nearest medical center posted?	✓				
• Toolbox talks up to date?	✓				
• Work areas properly signed and barricaded?	✓				
2. Housekeeping					
• General neatness of work area?	✓				
• Projecting nails removed or bent over?	✓				
• Waste containers provided and used?	✓				
• Passageways and walkways clear?	✓				
• Cords and leads off of the floor?	✓				
3. Fire Prevention					
• Adequate fire extinguishers, checked and accessible?	✓				
• Phone no. of fire department posted?	✓				
• "No Smoking" posted and enforced near flammables?	✓				<u>Enforced</u>
4. Electrical					
• Extension cords with bare wires or missing ground prongs taken out of service?	✓				<u>Extension cord used OK</u>
• Ground fault circuit interrupters being used?				✓	
• Terminal boxes equipped with required covers?	✓				
5. Hand, Power & Power-actuated Tools					
• Hand tools inspected regularly?	✓				
• Guards in place on machines?	✓				
• Right tool being used for job at hand?	✓				
• Operators of power-actuated tools are licensed?	✓				

6. Fall Protection					
• Safety rails and cables are secured properly?	✓				
• Employees have D-ring of belts in center of back?				✓	
• Employees exposed to fall hazards are tied off?	✓				
• Employees below protected from falling objects?	✓				<i>Lifts being used</i>
7. Ladders					
• Ladders extend at least 36 inches above the landing?	✓				
• Ladders are secured to prevent slipping, sliding or falling?	✓				
• Ladders with split or missing rungs taken out of service?				✓	
• Stepladders used in fully open position?	✓				
• No step at top two rungs of stepladder?				✓	
8. Scaffolding <i>Lifts</i>					
• All scaffolding inspected daily?				✓	
• Erected on sound rigid footing?				✓	
• Tied to structure as required?				✓	
• Guardrails, intermediate rails, toeboards and screens in place?	✓				
• Planking is sound and sturdy?				✓	
• Proper access provided?	✓				
• Employees below protected from falling objects?	✓				
9. Floor & Wall Openings					
• All floor or deck openings are planked over or barricaded?				✓	
• Perimeter protection is in place?	✓				
• Deck planks are secured?				✓	
• Materials stored away from edge?	✓				
10. Trenches, Excavation & Shoring					
• Competent person on hand?				✓	
• Excavations are shored or sloped back?				✓	
• Materials are stored at least two feet from trench?				✓	
• Ladders provided every 25 feet in trench?				✓	
• Equipment safe distance from edge of trench or excavation?				✓	
11. Material Handling					
• Materials are properly stored or stacked?	✓				
• Employees are using proper lifting methods?	✓				
• Tag lines are used to guide loads?	✓				
• Proper number of workers for each operation?	✓				
12. Welding & Burning					
• Gas cylinders stored upright?				✓	
• Proper separating distance between fuels and oxygen?				✓	
• Burning/welding goggles or shields are used?				✓	
• Fire extinguishers are nearby?				✓	
• Hoses are in good condition?				✓	
13. Cranes					
• Outriggers extended and swing radius barricade in place?				✓	
• Operator is familiar with load charts?				✓	
• Hand signal charts are on crane?				✓	
• Crane operators' logs are up to date?				✓	
• Employees kept from under suspended loads?				✓	
• Chains and slings inspected and tagged as required?				✓	

2-16-13 thru 2-22-13

A.B.

PINNACOL

ASSURANCE

14. Concrete Construction				
• Employees are protected from cement dust?				✓
• Exposed skin is covered?				✓
• Runways are adequate?				✓
15. Personal Protective Equipment				
• Hard hats are being worn?	✓			
• Safety glasses are being worn?	✓			
• Respirators are used when required?				✓
• Hearing protection being worn when required?	✓			
• Traffic vests being worn?	✓			
Contractor had hard hat off while in control room. Safety inspector redirected & he put it on before left area.				
16. Unsafe Acts or Practices Observed (List):				

Comments: The lighting in some areas are dark. But actual work areas have adequate light provided. Met with site superintendent Walter Boscell & discussed the type of work being performed on weekends.

Signature: A. Bouth

Date: 2-27-13

Contractor Weekly Safety Inspection Report

JOB NO. _____ JOB NAME: West Brook Auditorium
 SUPERINTENDENT: Jim DATE: 4/14/13 - 4/20/13
 PERSON(S) MAKING INSPECTION: Al Bouette

Subcontractors On-site (List Name and Trade):

<u>Texas Fire</u>	<u>Alarm/Systems</u>
<u>Gulf Coast Electric</u>	<u>Electric</u>
<u>CPNA</u>	<u>Painting</u>
<u>Morant</u>	<u>Print</u>

COLUMN
 A = Adequate at time of inspection
 B = Needs consideration
 C = Needs immediate attention
 N/A = Not applicable

	A	B	C	N/A	Action Taken
1. Job Information					
• OSHA 300 forms posted and complete?		✓			
• OSHA poster posted?		✓			
• Phone no. for the nearest medical center posted?	✓				
• Toolbox talks up to date?				✓	
• Work areas properly signed and barricaded?		✓			
2. Housekeeping					
• General neatness of work area?	✓				
• Projecting nails removed or bent over?	✓				
• Waste containers provided and used?	✓				
• Passageways and walkways clear?	✓				
• Cords and leads off of the floor?	✓				
3. Fire Prevention					
• Adequate fire extinguishers, checked and accessible?		✓			
• Phone no. of fire department posted?	✓				
• "No Smoking" posted and enforced near flammables?	✓				
4. Electrical					
• Extension cords with bare wires or missing ground prongs taken out of service?	✓				
• Ground fault circuit interrupters being used?				✓	
• Terminal boxes equipped with required covers?	✓				
5. Hand, Power & Power-actuated Tools					
• Hand tools inspected regularly?	✓				
• Guards in place on machines?	✓				
• Right tool being used for job at hand?	✓				
• Operators of power-actuated tools are licensed?				✓	

6. Fall Protection				
• Safety rails and cables are secured properly?	✓			
• Employees have D-ring of belts in center of back?	✓			
• Employees exposed to fall hazards are tied off?	✓			
• Employees below protected from falling objects?	✓			
7. Ladders / 4/13				
• Ladders extend at least 36 inches above the landing?	✓			
• Ladders are secured to prevent slipping, sliding or falling?	✓			
• Ladders with split or missing rungs taken out of service?	✓			
• Stepladders used in fully open position?	✓			
• No step at top two rungs of stepladder?	✓			
8. Scaffolding				
• All scaffolding inspected daily?			✓	
• Erected on sound rigid footing?	✓			
• Tied to structure as required?			✓	
• Guardrails, intermediate rails, toeboards and screens in place?	✓			
• Planking is sound and sturdy?	✓			
• Proper access provided?	✓			
• Employees below protected from falling objects?	✓			
9. Floor & Wall Openings				
• All floor or deck openings are planked over or barricaded?	✓			
• Perimeter protection is in place?	✓			
• Deck planks are secured?	✓			
• Materials stored away from edge?	✓			
10. Trenches, Excavation & Shoring				
• Competent person on hand?			✓	
• Excavations are shored or sloped back?			↓	
• Materials are stored at least two feet from trench?			↓	
• Ladders provided every 25 feet in trench?			↓	
• Equipment safe distance from edge of trench or excavation?			↓	
11. Material Handling				
• Materials are properly stored or stacked?	✓			
• Employees are using proper lifting methods?	✓			
• Tag lines are used to guide loads?	✓			
• Proper number of workers for each operation?	✓			
12. Welding & Burning				
• Gas cylinders stored upright?			✓	
• Proper separating distance between fuels and oxygen?			↓	
• Burning/welding goggles or shields are used?			↓	
• Fire extinguishers are nearby?			↓	
• Hoses are in good condition?			↓	
13. Cranes				
• Outriggers extended and swing radius barricade in place?			✓	
• Operator is familiar with load charts?			↓	
• Hand signal charts are on crane?			↓	
• Crane operators' logs are up to date?			↓	
• Employees kept from under suspended loads?			↓	
• Chains and slings inspected and tagged as required?			↓	

4/14/13 - 4/20/13

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ASSURANCE

14. Concrete Construction / Masonry					
• Employees are protected from cement dust?	✓				
• Exposed skin is covered?	✓				
• Runways are adequate?	✓				
15. Personal Protective Equipment					
• Hard hats are being worn?	✓				
• Safety glasses are being worn?	✓				
• Respirators are used when required?				✓	
• Hearing protection being worn when required?	✓				
• Traffic vests being worn?	✓				
16. Unsafe Acts or Practices Observed (List): <u>Fluor. contractor had hard h. Was</u> <u>allowed remove during application "Only".</u>					

Comments: Barricades around perimeter + exterior are in place.

Signature: _____

Date: 4/19/13

Contractor Weekly Safety Inspection Report

JOB NO. _____ JOB NAME: West Brook Auditorium
 SUPERINTENDENT: Jim DATE: 4/21/13 - 4/27/13
 PERSON(S) MAKING INSPECTION: Al Boutte

Subcontractors On-site (List Name and Trade):

<u>Coastal Sprinkler</u>	<u>sprinkler</u>
<u>Texas Fire</u>	<u>Alarms Systems</u>
<u>Coast Electric</u>	<u>Electrical</u>
<u>CPMA</u>	<u>Painting</u>
<u>Progent</u>	<u>Prime</u>

COLUMN

A = Adequate at time of inspection
 B = Needs consideration
 C = Needs immediate attention
 N/A = Not applicable

	A	B	C	N/A	Action Taken
1. Job Information					
• OSHA 300 forms posted and complete?		✓			
• OSHA poster posted?		✓			
• Phone no. for the nearest medical center posted?	✓				
• Toolbox talks up to date?				✓	
• Work areas properly signed and barricaded?	✓				
2. Housekeeping					
• General neatness of work area?	✓				
• Projecting nails removed or bent over?	✓				
• Waste containers provided and used?	✓				
• Passageways and walkways clear?	✓				
• Cords and leads off of the floor?	✓				
3. Fire Prevention					
• Adequate fire extinguishers, checked and accessible?		✓			
• Phone no. of fire department posted?	✓				
• "No Smoking" posted and enforced near flammables?	✓				
4. Electrical					
• Extension cords with bare wires or missing ground prongs taken out of service?	✓				
• Ground fault circuit interrupters being used?				✓	
• Terminal boxes equipped with required covers?				✓	
5. Hand, Power & Power-actuated Tools					
• Hand tools inspected regularly?	✓				
• Guards in place on machines?	✓				
• Right tool being used for job at hand?	✓				
• Operators of power-actuated tools are licensed?				✓	

6. Fall Protection				
• Safety rails and cables are secured properly?	✓			
• Employees have D-ring of belts in center of back?	✓			
• Employees exposed to fall hazards are tied off?	✓			
• Employees below protected from falling objects?	✓			
7. Ladders				
• Ladders extend at least 36 inches above the landing?	✓			
• Ladders are secured to prevent slipping, sliding or falling?	✓			
• Ladders with split or missing rungs taken out of service?	✓			
• Stepladders used in fully open position?	✓			
• No step at top two rungs of stepladder?	✓			
8. Scaffolding				
• All scaffolding inspected daily?			✓	No log indicating
• Erected on sound rigid footing?	✓			
• Tied to structure as required?	✓			was being used all
• Guardrails, intermediate rails, toeboards and screens in place?	✓			safety practices in place
• Planking is sound and sturdy?	✓			
• Proper access provided?	✓			
• Employees below protected from falling objects?	✓			
9. Floor & Wall Openings				
• All floor or deck openings are planked over or barricaded?	✓			
• Perimeter protection is in place?	✓			
• Deck planks are secured?	✓			
• Materials stored away from edge?	✓			
10. Trenches, Excavation & Shoring				
• Competent person on hand?			✓	
• Excavations are shored or sloped back?			✓	
• Materials are stored at least two feet from trench?			✓	
• Ladders provided every 25 feet in trench?			✓	
• Equipment safe distance from edge of trench or excavation?			✓	
11. Material Handling				
• Materials are properly stored or stacked?	✓			
• Employees are using proper lifting methods?	✓			
• Tag lines are used to guide loads?			✓	
• Proper number of workers for each operation?	✓			
12. Welding & Burning				
• Gas cylinders stored upright?			✓	This equipment not being used at time of inspection.
• Proper separating distance between fuels and oxygen?			✓	
• Burning/welding goggles or shields are used?			✓	
• Fire extinguishers are nearby?			✓	
• Hoses are in good condition?			✓	
13. Cranes				
• Outriggers extended and swing radius barricade in place?			✓	↓
• Operator is familiar with load charts?			✓	
• Hand signal charts are on crane?			✓	
• Crane operators' logs are up to date?			✓	
• Employees kept from under suspended loads?			✓	
• Chains and slings inspected and tagged as required?			✓	↓

4/21/13 - 4/27/13

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ASSURANCE

14. Concrete Construction / Masonry						
• Employees are protected from cement dust?	✓					used water for dust control
• Exposed skin is covered?	✓					
• Runways are adequate?	✓					
15. Personal Protective Equipment						
• Hard hats are being worn?	✓					
• Safety glasses are being worn?	✓					
• Respirators are used when required?	✓					
• Hearing protection being worn when required?	✓					
• Traffic vests being worn?	✓					
16. Unsafe Acts or Practices Observed (List): <u>None indicated</u>						

Comments: Safety practices in place at time of inspection.

Signature: A. Bontis Date: 4/26/13

Contractor Weekly Safety Inspection Report

JOB NO. _____ JOB NAME: West Brook Auditorium
 SUPERINTENDENT: Jim DATE: 4/28/13 - 5/4/13
 PERSON(S) MAKING INSPECTION: Al Bontje

Subcontractors On-site (List Name and Trade):

<u>Texas Fire</u>	<u>Alcon</u>
<u>Gulf Coast Electric</u>	<u>Electrical</u>
<u>CPA</u>	<u>Paint/Placing</u>
<u>Morgan</u>	<u>Prime</u>

COLUMN

A = Adequate at time of inspection
 B = Needs consideration
 C = Needs immediate attention
 N/A = Not applicable

	A	B	C	N/A	Action Taken
1. Job Information					
• OSHA 300 forms posted and complete?		✓			No tool box talk.
• OSHA poster posted?		✓			Documentation of logs
• Phone no. for the nearest medical center posted?	✓				Site sup inspects work areas
• Toolbox talks up to date?				✓	regularly.
• Work areas properly signed and barricaded?	✓				
2. Housekeeping					
• General neatness of work area?	✓				
• Projecting nails removed or bent over?	✓				
• Waste containers provided and used?	✓				
• Passageways and walkways clear?	✓				
• Cords and leads off of the floor?	✓				
3. Fire Prevention					
• Adequate fire extinguishers, checked and accessible?		✓			No Smoking enforced
• Phone no. of fire department posted?	✓				
• "No Smoking" posted and enforced near flammables?	✓				
4. Electrical					
• Extension cords with bare wires or missing ground prongs taken out of service?	✓				
• Ground fault circuit interrupters being used?				✓	
• Terminal boxes equipped with required covers?				✓	
5. Hand, Power & Power-actuated Tools					
• Hand tools inspected regularly?	✓				
• Guards in place on machines?	✓				
• Right tool being used for job at hand?	✓				
• Operators of power-actuated tools are licensed?				✓	

6. Fall Protection				
• Safety rails and cables are secured properly?	✓			
• Employees have D-ring of belts in center of back?	✓			
• Employees exposed to fall hazards are tied off?	✓			
• Employees below protected from falling objects?	✓			
7. Ladders				
• Ladders extend at least 36 inches above the landing?	✓			
• Ladders are secured to prevent slipping, sliding or falling?	✓			
• Ladders with split or missing rungs taken out of service?	✓			
• Stepladders used in fully open position?	✓			
• No step at top two rungs of stepladder?	✓			
8. Scaffolding				
• All scaffolding inspected daily?			✓	No logs identified
• Erected on sound rigid footing?	✓			
• Tied to structure as required?	✓			
• Guardrails, intermediate rails, toeboards and screens in place?	✓			Safe practice in place during use.
• Planking is sound and sturdy?	✓			
• Proper access provided?	✓			
• Employees below protected from falling objects?	✓			
9. Floor & Wall Openings				
• All floor or deck openings are planked over or barricaded?	✓			
• Perimeter protection is in place?	✓			
• Deck planks are secured?	✓			
• Materials stored away from edge?	✓			
10. Trenches, Excavation & Shoring				
• Competent person on hand?			✓	
• Excavations are shored or sloped back?			✓	
• Materials are stored at least two feet from trench?			✓	
• Ladders provided every 25 feet in trench?			✓	
• Equipment safe distance from edge of trench or excavation?			✓	
11. Material Handling				
• Materials are properly stored or stacked?	✓			
• Employees are using proper lifting methods?	✓			
• Tag lines are used to guide loads?	✓		✓	
• Proper number of workers for each operation?	✓			
12. Welding & Burning				
• Gas cylinders stored upright?			✓	
• Proper separating distance between fuels and oxygen?			✓	
• Burning/welding goggles or shields are used?			✓	
• Fire extinguishers are nearby?			✓	
• Hoses are in good condition?			✓	
13. Cranes				
• Outriggers extended and swing radius barricade in place?			✓	
• Operator is familiar with load charts?			✓	
• Hand signal charts are on crane?			✓	
• Crane operators' logs are up to date?			✓	
• Employees kept from under suspended loads?			✓	
• Chains and slings inspected and tagged as required?			✓	

4/28/13 - 5/4/13

PINNACOL
ASSURANCE

14. Concrete Construction / Masonry					
• Employees are protected from cement dust?	✓				water being used for dust control. exterior
• Exposed skin is covered?	✓				
• Runways are adequate?	✓				
15. Personal Protective Equipment					
• Hard hats are being worn?	✓				
• Safety glasses are being worn?	✓				
• Respirators are used when required?				✓	
• Hearing protection being worn when required?	✓				
• Traffic vests being worn?	✓	✓			
16. Unsafe Acts or Practices Observed (List): individual disarming lifts on the floor did not have vest or flag when lift was moving.					

Comments: Site clear of debris. house keeping in order.

Signature: _____

A. Souto

Date: _____

5/3/13
5/3/13

Contractor Weekly Safety Inspection Report

JOB NO. _____

JOB NAME: West Brook Auditorium

SUPERINTENDENT: Jim

DATE: 5/5/13-5/11/13

PERSON(S) MAKING INSPECTION: AJ Boult

Subcontractors On-site (List Name and Trade):

<u>Texas Fire</u>	<u>Alarms</u>
<u>Automated Mgmt</u>	<u>Controls</u>
<u>Carl Gust Electric</u>	<u>Electrical</u>
<u>CPWA</u>	<u>Painting Flooring</u>
<u>Morgan</u>	

COLUMN

A = Adequate at time of inspection

B = Needs consideration

C = Needs immediate attention

N/A = Not applicable

	A	B	C	N/A	Action Taken
1. Job Information					
• OSHA 300 forms posted and complete?		✓			
• OSHA poster posted?		✓			
• Phone no. for the nearest medical center posted?		✓			
• Toolbox talks up to date?				✓	
• Work areas properly signed and barricaded?	✓				
2. Housekeeping					
• General neatness of work area?	✓				
• Projecting nails removed or bent over?	✓				
• Waste containers provided and used?	✓				
• Passageways and walkways clear?	✓				
• Cords and leads off of the floor?	✓				
3. Fire Prevention					
• Adequate fire extinguishers, checked and accessible?		✓			
• Phone no. of fire department posted?		✓			
• "No Smoking" posted and enforced near flammables?		✓			
4. Electrical					
• Extension cords with bare wires or missing ground prongs taken out of service?	✓				
• Ground fault circuit interrupters being used?				✓	
• Terminal boxes equipped with required covers?				✓	
5. Hand, Power & Power-actuated Tools					
• Hand tools inspected regularly?	✓				
• Guards in place on machines?	✓				
• Right tool being used for job at hand?	✓				
• Operators of power-actuated tools are licensed?				✓	

6. Fall Protection					
• Safety rails and cables are secured properly?	✓				
• Employees have D-ring of belts in center of back?	✓				
• Employees exposed to fall hazards are tied off?	✓				
• Employees below protected from falling objects?	✓				
7. Ladders					
• Ladders extend at least 36 inches above the landing?	✓				
• Ladders are secured to prevent slipping, sliding or falling?	✓				
• Ladders with split or missing rungs taken out of service?	✓				
• Stepladders used in fully open position?	✓				
• No step at top two rungs of stepladder?	✓				
8. Scaffolding					
• All scaffolding inspected daily?				✓	
• Erected on sound rigid footing?	✓				
• Tied to structure as required?	✓				
• Guardrails, intermediate rails, toeboards and screens in place?				✓	
• Planking is sound and sturdy?	✓				
• Proper access provided?	✓				
• Employees below protected from falling objects?	✓				
9. Floor & Wall Openings					
• All floor or deck openings are planked over or barricaded?	✓				
• Perimeter protection is in place?	✓				
• Deck planks are secured?	✓				
• Materials stored away from edge?	✓				
10. Trenches, Excavation & Shoring					
• Competent person on hand?				✓	
• Excavations are shored or sloped back?				↓	
• Materials are stored at least two feet from trench?					
• Ladders provided every 25 feet in trench?					
• Equipment safe distance from edge of trench or excavation?				↓	
11. Material Handling					
• Materials are properly stored or stacked?	✓				
• Employees are using proper lifting methods?	✓				
• Tag lines are used to guide loads?				✓	
• Proper number of workers for each operation?	✓				
12. Welding & Burning					
• Gas cylinders stored upright?				✓	
• Proper separating distance between fuels and oxygen?				↓	
• Burning/welding goggles or shields are used?					
• Fire extinguishers are nearby?				✓	
• Hoses are in good condition?					
13. Cranes					
• Outriggers extended and swing radius barricade in place?				✓	
• Operator is familiar with load charts?				↓	
• Hand signal charts are on crane?					
• Crane operators' logs are up to date?					
• Employees kept from under suspended loads?				↓	
• Chains and slings inspected and tagged as required?				✓	

PINNACOL
ASSURANCE

14. Concrete Construction <i>1/15/2020</i>						
• Employees are protected from cement dust?	✓					<i>Terrence flooring using water to dust control</i>
• Exposed skin is covered?	✓					
• Runways are adequate?	✓					
15. Personal Protective Equipment						
• Hard hats are being worn?		✓				
• Safety glasses are being worn?	✓					
• Respirators are used when required?					✓	
• Hearing protection being worn when required?	✓					
• Traffic vests being worn?					✓	
16. Unsafe Acts or Practices Observed (List):						
<i>N/A</i>						

Comments: *flooring contractor had hard hats but were
not wearing hearing protection which was agreed by inspector & superintendent.*

Signature: *A. Smith*

Date: *3-10-13*

EXHIBIT 9

Form W-4 (2013)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to indicate it. Your exemption for 2013 expires February 17, 2014. See Pub. 505, Tax Withholding and Estimated Tax.

Note. If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds \$1,000 and includes more than \$500 of unearned income (for example, interest and dividends).

Basic instructions. If you are not exempt, complete the Personal Allowances Worksheet below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earner/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individual. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the Personal Allowances Worksheet below. See Pub. 505 for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

Nonresident alien. If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Check your withholding. After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2013. See Pub. 505, especially if your earnings exceed \$130,000 (single) or \$160,000 (married).

Future developments. Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at www.irs.gov/w-4.

Personal Allowances Worksheet (Keep for your records.)



A	Enter "1" for yourself if no one else can claim you as a dependent	A	1
B	Enter "1" if: • You are single and have only one job; or • You are married, have only one job, and your spouse does not work; or • Your wages from a second job or your spouse's wages (for the total of both) are \$1,500 or less.	B	0
C	Enter "1" for your spouse. But, you may choose to enter "0" if you are married and have either a working spouse or more than one job. (Entering "0" may help you avoid having too little tax withheld.)	C	0
D	Enter number of dependents (other than your spouse or yourself) you will claim on your tax return	D	3
E	Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above)	E	0
F	Enter "1" if you have at least \$1,900 of child or dependent care expenses for which you plan to claim a credit (Note. Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)	F	0
G	Child Tax Credit (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. • If your total income will be less than \$65,000 (\$95,000 if married), enter "2" for each eligible child; then less "1" if you have three to six eligible children or less "2" if you have seven or more eligible children. • If your total income will be between \$65,000 and \$84,000 (\$95,000 and \$119,000 if married), enter "1" for each eligible child	G	5
H	Add lines A through G and enter total here. (Note. This may be different from the number of exemptions you claim on your tax return.) > H	H	9

For accuracy, complete all worksheets that apply.

- If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2.
- If you are single and have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$40,000 (\$10,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld.
- If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.

Separate here and give Form W-4 to your employer. Keep the top part for your records.

Form W-4 Department of the Treasury Internal Revenue Service		Employee's Withholding Allowance Certificate • Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.		OMB No. 1545-0074 2013
1 Your first name and middle initial <i>Alcide D.</i>		Last name <i>Boutte</i>		2 Your social security number <div style="background-color: black; width: 100px; height: 1.2em;"></div>
Home address (number and street or rural route) <i>5830 Meadowview</i> City or town, state, and ZIP code <i>Beaumont, TX 77708</i>		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box. 4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. <input type="checkbox"/>		
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		5 <i>9</i>		
6 Additional amount, if any, you want withheld from each paycheck		6 \$		
7 I claim exemption from withholding for 2013, and I certify that I meet both of the following conditions for exemption. • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here.				
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.				
Employee's signature (This form is not valid unless you sign it.) > <i>A. Boutte</i>				
8 Employer's name and address (Employer: Complete lines 9 and 10 only if sending to the IRS.)		9 Office code (optional)		Date > <i>2-1-13</i> 10 Employer identification number (EIN)

<input type="checkbox"/> VOID <input type="checkbox"/> CORRECTED		OMB No. 1545-0115		Miscellaneous For Private and Paper Reduction Notice, 2013 G Instruction C Inform Re
PAYER'S name, street address, city or town, province or state, country, ZIP or foreign postal code, and telephone no. PROTECTORS INSURANCE AND FINAN 1177 W LOOP S STE 625 HOUSTON TX 77027		1 Rents \$	2013 Form 1099-MISC	
MARK, ALICE, HOWARD 713 660-8899		2 Royalties \$	3 Other income \$	
PAYER'S federal identification number 	RECIPIENT'S identification number 	4 Federal income tax withheld \$	5 Fishing boat proceeds \$	6 Medical and health care payments \$
RECIPIENT'S name ALCIDE D BOUTTE Street address (including apt. no.) 5830 MEDALVIEW City or town, province or state, country, and ZIP or foreign postal code BEAUMONT TX 77708		7 Nonemployee compensation \$ 27000.00	8 Substitute payments in lieu of dividends or interest \$	For Private and Paper Reduction Notice, 2013 G Instruction C Inform Re
Account number (see instructions) HQ4 0011 Batch# 000040		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$	
2nd TIN not <input type="checkbox"/>		11 Foreign tax paid \$	12 Foreign country or U.S. possession \$	
15a Section 409A deferrals \$		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$	
15b Section 409A income \$		16 State tax withheld \$	17 State/Payer's state no. \$	18 State income \$

Form 1099-MISC

www.irs.gov/form1099misc

Department of the Treasury - Internal Revenue

*Total Payment to Alcide Boutte
2013
for Safety Services*

EXHIBIT 10



HOWARD E. JEFFERSON
CHAIRMAN

MARK A. WILLIAMS
PRESIDENT/CEO

www.protectorsinsurance.com

April 15, 2009

To: Michael James
From: Protectors Insurance and Financial Services, LLC

Re: **Offer of Employment**

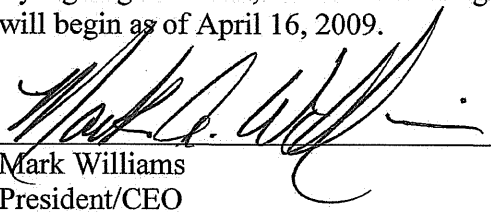
This letter is to serve as an Offer of Employment by Protectors to Michael James.

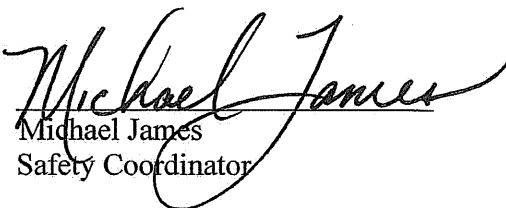
Protectors wishes to extend an employment offer to Michael James for a Safety Coordinator position with Protectors. Michael James will serve as an independent contractor working for Protectors on the Beaumont Independent School District Bond Program, under the Rolling Owners Control Insurance Program (ROCIP) being administered by Protectors and Marsh.

This offer is for \$55,000.00 annually to be paid bi-monthly on the 1st and 15th of each month. In addition, Michael James will be responsible for maintaining a professional liability insurance policy in the amount of \$1,000,000. Protectors must be listed as the additional insured on this policy.

A comprehensive job description will be provided to Michael James within the next 2 weeks.

By signing this offer, Michael James agrees to the offer listed above and employment will begin as of April 16, 2009.


Mark Williams
President/CEO
Protectors Insurance and Financial Services, LLC


Michael James
Safety Coordinator

1177 WEST LOOP SOUTH, STE. 625
HOUSTON, TEXAS 77027
OFFICE: 713-660-8899
FAX: 713-660-9977

EXHIBIT 11



Beaumont Independent School District

PURCHASE ORDER
3395 Harrison Avenue
Beaumont, TX 77706-9999

Tax I.D. #74-6000317

Show this number on all shipping containers,
packing list and all related correspondence

PURCHASE ORDER NO.

1007960

Page 1

VENDOR: 21050

TO: Fittz & Shipman, Inc

1406 CORNERSTONE COURT
BEAUMONT, TX 77706

EMAIL INVOICES: Invoices@beaumont.k12.tx.us
Mail Invoices:
Beaumont ISD
Accounts Payable Department
P.O. Box 672
Beaumont, Texas 77704

SHIP TO: ADMN BLDG

3395 Harrison Avenue
Beaumont, TX 77706

ATTN:

VDR Phone: 409-832-7238

VDR Fax: 409-832-7303

VDR Email:

Date: 02/21/2013

ATTN:

Rec PH: Business and Finance

Business and Finance

Bid #:

Line Item	Quantity	Description	Discount	Unit Price	TOTAL
1	1.00000			45,000.00	45,000.00

Blanket Purchase Order for Professional Services - Bond
consulting

FOR ORDERING INFORMATION PLEASE CONTACT LANA @
409 617 5017

TOTAL 45,000.00

Revised

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY
A PURCHASING AGENT.

Naomi Lawrence-Lee

Terms and Conditions

1. This order is subject to the terms and conditions shown on face thereof. No changes or back orders may be made without written of the Director of Purchasing or Authorized Agent
2. Buyer and seller agree to waive the provisions of Title 20, Art 601. General Services Purchasing.
3. All prices are F.O.B. destination. Unless otherwise stated on this form, no freight or handling charges will be paid.
4. Beaumont ISD assumes no liability for purchases not included on this form and signed by the Director of Purchasing or Authorized Agent.

EXHIBIT 12



mwilliams@protectorsinsurance.com

INVOICE # 2001

Date: JANUARY 1, 2013

To Beaumont Independent School District
Attn: Devin W. McCraney
3395 Harrison Avenue
Beaumont, TX 77706

THANK YOU FOR YOUR BUSINESS!



INVOICE

INVOICE # 2002

Date: FEBRUARY 1, 2013

DESCRIPTION	LINE TOTAL
March 2013- Beaumont ISD Safety Coordinator	\$10,000.00
SUBTOTAL	\$10,000.00
SALES TAX	
TOTAL	\$10,000.00

THANK YOU FOR YOUR BUSINESS!



1177 West Loop South, Ste 625, Houston, TX 77027

Phone 713-660-8899 Fax 713-660-9977

mwilliams@protectorsinsurance.com

INVOICE

INVOICE # 2003

Date: April 1, 2013

TO Beaumont Independent School District
Attn: Devin McCraney
3395 Harrison Ave
Beaumont, TX 77706

DESCRIPTION	LINE TOTAL
April 2013- Beaumont ISD Safety Coordinator	\$10,000.00
SUBTOTAL	\$10,000.00
SALES TAX	
TOTAL	\$10,000.00

Make all checks payable to Protectors Insurance and Financial Services, LLC.

THANK YOU FOR YOUR BUSINESS!



mwilliams@protectorsinsurance.com

Date: May 1, 2013

Beaumont, TX 77706

DESCRIPTION	LINE TOTAL
May 2013- Beaumont ISD Safety Coordinator	\$10,000.00
SUBTOTAL	\$10,000.00
SALES TAX	
TOTAL	\$10,000.00

THANK YOU FOR YOUR BUSINESS!



mwilliams@protectorsinsurance.com

INVOICE

INVOICE # 2005
Date: June 1, 2013

TO Beaumont Independent School District
Attn: Devin McCraney
3395 Harrison Ave
Beaumont, TX 77706

DESCRIPTION	LINE TOTAL
June 2013- Beaumont ISD Safety Coordinator	\$10,000.00
SUBTOTAL	\$10,000.00
SALES TAX	
TOTAL	\$10,000.00

Make all checks payable to Protectors Insurance and Financial Services, LLC.

THANK YOU FOR YOUR BUSINESS!



mwilliams@protectorsinsurance.com

INVOICE # 2006

TO Beaumont Independent School District
Attn: Devin McCraney
3395 Harrison Ave
Beaumont, TX 77706

Make all checks payable to Protectors Insurance and Financial Services, LLC.
THANK YOU FOR YOUR BUSINESS!

630.81.6429.00.999.99

EXHIBIT 13



BEAUMONT INDEPENDENT SCHOOL DISTRICT
3395 HARRISON AVENUE
BEAUMONT, TX 77706

DATE	CHECK NUMBER
02/15/13	620675

VOID AFTER 90 DAYS

CHECK AMOUNT
****\$20,000.00

PAY TWENTY THOUSAND DOLLARS AND 00 CENTS

BANK OF AMERICA, N.A.
Atlanta, DeKalb County, Georgia
64-1278611 GA

TO
THE
ORDER
OF

PROTECTOR'S INSURANCE & FINANCE SERVICES
1177 WEST LOOP SOUTH, STE 625
HOUSTON, TX 77027

Debra Reese
Debra Reese
Debra Reese

⑈620675⑈ ⑆061112788⑆ ⑈003299835951⑈

FEEDBACK BY RUF BOARD OF GOVERNORS REG 1.0

⑈65000000⑈
⑈021204180⑈ 03042013
CAPITAL ONE, N.A.
0021204180

PAY TO THE ORDER OF
CAPITAL ONE
HOUSTON, TX 77057
113024915
FOR DEPOSIT ONLY
PROTECTOR'S INSURANCE AND
FINANCIAL SERVICES, LLC
3920048821

Tag	Serial Number	Note Payee Name	Item Date Volume ID	Account Number Issue Date	Amount
No	620675	No	03/05/2013 13040150153501	3299835951	20000.00



BEAUMONT INDEPENDENT SCHOOL DISTRICT
3395 HARRISON AVENUE
BEAUMONT, TX 77705

DATE
05/13/13

CHECK NUMBER
624374

VOID AFTER 90 DAYS

CHECK AMOUNT

****\$30,000.00

PAY THIRTY THOUSAND DOLLARS AND 00 CENTS

BANK OF AMERICA, N.A.
Atlanta, DeKalb County, Georgia
64-1274911 GA

TO
THE
ORDER
OF

PROTECTORS INSURANCE & FINANCE SERVICES
1177 WEST LOOP SOUTH, STE 625
HOUSTON, TX 77027

Wendy R. Rhee
Devin McCrory

⑈624374⑈ ⑆061112788⑆ ⑆003299835951⑈

⑈650050994⑈ 05242012
0020753200
CAPITAL ONE, N.A.
0020753200

PAY TO THE ORDER OF
CAPITAL ONE
HOUSTON, TX 77087
113024915
FOR DEPOSIT ONLY
PROTECTORS INSURANCE AND
FINANCIAL SERVICES, LLC
9820048821

Tag	Serial Number	Note Payee Name	Item Date Volume ID	Account Number Issue Date	Amount
No	624374	No	05/28/2013 13060350140001	3299835951	30000.00



BEAUMONT INDEPENDENT SCHOOL DISTRICT
3395 HARRISON AVENUE
BEAUMONT, TX 77706

DATE	CHECK NUMBER
07/15/13	626558

VOID AFTER 90 DAYS

CHECK AMOUNT
*****\$10,000.00

PAY TEN THOUSAND DOLLARS AND 00 CENTS

BANK OF AMERICA, N.A.
Atlanta, DeKalb County, Georgia
64-1278611 GA

TO
THE
ORDER
OF

PROTECTOR'S INSURANCE & FINANCE SERVICES
1177 WEST LOOP SOUTH, STE 625
HOUSTON, TX 77027

Ushra Raza
Dan D. White
Kevin McCarney

⑈626558⑈ ⑆061112788⑆ ⑈003299835951⑈

⑈650009304
⑈05894005 07242013
CAPITAL ONE, N.A.
0005894005

PAY TO THE ORDER OF
CAPITAL ONE
HOUSTON, TX 77057
119024915
FOR DEPOSIT ONLY
PROTECTOR'S INSURANCE AND
FINANCE SERVICES, LLC
3820048821

Tag	Serial Number	Note Payee Name	Item Date Volume ID	Account Number Issue Date	Amount
No	626558	No	07/25/2013 13080140109201	3299835951	10000.00

EXHIBIT 14

620631 Game Worker	9979927 CR	60.00 ✓	2/15/2013	
620632 Game Worker	9979939 CR	105.00 ✓	2/15/2013	
620633 Game Worker	9979970 CR	17.00 ✓	2/15/2013	
620634 Game Worker	9980098 CR	88.00 ✓	2/15/2013	
620635 Game Worker	9980167 CR	90.00 ✓	2/15/2013	
620636 Game Worker	9980170 CR	17.00 ✓	2/15/2013	
620637 Game Worker	9980172 CR	82.50 ✓	2/15/2013	
620638 Game Worker	9980185 CR	60.00 ✓	2/15/2013	
620639 Game Worker	9980209 CR	155.50 ✓	2/15/2013	
620640 Game Worker	9980251 CR	113.00 ✓	2/15/2013	
620641 Brodart Company	9980261 AP	38.10 ✓	2/15/2013	
620642 Game Worker	9980590 CR	111.10 ✓	2/15/2013	
620643 Game Worker	9980651 CR	17.00 ✓	2/15/2013	
620644 PERNECIA SMITH	9980689 CR	141.67 ✓	2/15/2013	
620645 IESHIA BIAS	9980692 CR	50.00 ✓	2/15/2013	
620646 Game Worker	9980764 CR	50.00 ✓	2/15/2013	
620647 Game Worker	9980851 CR	388.60 ✓	2/15/2013	
620648 Game Worker	9980865 CR	100.54 ✓	2/15/2013	
620649 ERLINDA RODRIGUEZ	9980888 CR	171.05 ✓	2/15/2013	
620650 HOLLY RENEE LEJUNE LEMOINE	9980934 CR	137.15 ✓	2/15/2013	
620651 Game Worker	9981073 CR	108.14 ✓	2/15/2013	
620652 Special Education BISD Settlement	9981156 CR	150.00 ✓	2/15/2013	
620653 Game Worker	9981185 CR	20.00 ✓	2/15/2013	
620654 Accompanist	9981331 CR	515.00 ✓	2/15/2013	
620655 ENCOMPASS EVENT PLANNERS	9981338 BDR	8,727.00 ✓	2/15/2013	2-22
620656 Game Worker	9981473 CR	100.00 ✓	2/15/2013	
620657 BMI Supply	9981504 BDR	132.74 ✓	2/15/2013	
620658 Game Worker	9981516 CR	20.00 ✓	2/15/2013	
620659 Game Worker	9981517 CR	75.00 ✓	2/15/2013	
620660 Game Worker	9981527 CR	60.00 ✓	2/15/2013	
620661 Law Office of David E. Bernsen, P.	9981569 CR	2,735.85 ✓	2/15/2013	
620662 Distribution International SW Inc.	9981616 BDR	277.50 ✓	2/15/2013	
620663 Game Worker	9981632 CR	60.00 ✓	2/15/2013	
620664 Game Worker	9981648 CR	140.00 ✓	2/15/2013	
620665 Game Worker	9981650 CR	55.00 ✓	2/15/2013	
620666 Game Worker	9981663 CR	86.40 ✓	2/15/2013	
620667 Game Worker	9981685 CR	100.00 ✓	2/15/2013	2-22
620668 Exmark Manufacturing Co. Inc.	9981689 BDR	21,084.00 ✓	2/15/2013	2-22
620669 Game Worker	9981718 CR	61.00 ✓	2/15/2013	
620670 Brad P. Bailey	9981746 CR	550.00 ✓	2/15/2013	
620671 Game Worker	9981755 CR	102.02 ✓	2/15/2013	
620672 Game Worker	9981756 CR	80.00 ✓	2/15/2013	
620673 Game Worker	9981763 CR	407.46 ✓	2/15/2013	
620674 Game Worker	9981764 CR	146.72 ✓	2/15/2013	
620675 PROTECTORS INSURANCE & FID	9981774 CR	20,000.00 ✓	2/15/2013	2-22

668,322.05

624346	Game Worker	CR	123.30	5/13/2013 5-15m
624347	Game Worker	CR	1,100.00	5/13/2013 5-15m
624348	Game Worker	CR	213.30	5/13/2013 5-15m
624349	Game Worker	CR	625.00	5/13/2013 5-15m
624350	Game Worker	CR	90.00	5/13/2013 5-15m
624351	Game Worker	CR	123.30	5/13/2013 5-15m
624352	Game Worker	CR	163.70	5/13/2013 5-15m
624353	Game Worker	CR	55.00	5/13/2013 5-15m
624354	Game Worker	CR	115.00	5/13/2013 5-15m
624355	Troy Whitehead	CR	72.50	5/13/2013 5-15m
624356	Game Worker	CR	116.65	5/13/2013 5-15m
624357	BROOKE R LUTHER	CR	176.70	5/13/2013 5-15m
624358	Bourne Beautiful Photography	BDR	180.00	5/13/2013 5-16mb
624359	Curtis E. Holland	CR	45.00	5/13/2013 5-15m
624360	Clean-N-Clear Pool care	PR	360.00	5/13/2013 5-16mb
624361	Game Worker	CR	210.00	5/13/2013 5-15m
624362	Psychological Consulting, PLLC	PR	5,400.00	5/13/2013 5-17mb
624363	Game Worker	CR	75.00	5/13/2013 5-15m
624364	Game Worker	CR	60.00	5/13/2013 5-15m
624365	Game Worker	CR	210.00	5/13/2013 5-15m
624366	Game Worker	CR	55.00	5/13/2013 5-15m
624367	Game Worker	CR	345.00	5/13/2013 5-15m
624368	Game Worker	CR	225.00	5/13/2013 5-15m
624369	Independent Contractor	PR	990.00	5/13/2013
624370	Independent Contractor	PR	5,222.20	5/13/2013 5-17mb
624371	Game Worker	CR	131.99	5/13/2013 5-15m
624372	Game Worker	CR	100.00	5/13/2013 5-15m
624373	Game Worker	CR	74.70	5/13/2013 5-15m
PROTECTORS INSURANCE & FINANCE				
624374	SERVICES	CR	30,000.00	5/13/2013 5-17mb
624375	Cortnie Schexnaider	CR	97.60	5/13/2013 5-15m
624376	Independent Contractor	PR	225.00	5/13/2013 5-16mb
624377	Dr. Laurette Foster	CR	9,000.00	5/13/2013 5-17mb
624378	Game Worker	CR	83.50	5/13/2013 5-15m
624379	Game Worker	CR	84.60	5/13/2013 5-15m
624380	Game Worker	CR	73.70	5/13/2013 5-15m
624381	Game Worker	CR	78.00	5/13/2013 5-15m
624382	Game Worker	CR	45.00	5/13/2013 5-15m
624383	Game Worker	CR	57.00	5/13/2013 5-15m
624384	Game Worker	CR	45.00	5/13/2013 5-15m
624385	Game Worker	CR	200.00	5/13/2013 5-15m
624386	Game Worker	CR	20.00	5/13/2013 5-15m
624387	Title I School Partnership	CR	501.44	5/13/2013
624388	Jensen Learning Corp	CR	575.00	5/13/2013 5-15m
624389	Game Worker	CR	20.00	5/13/2013 5-15m
624390	Game Worker	CR	72.00	5/13/2013 5-15m
624391	Game Worker	CR	115.10	5/13/2013 5-15m
624392	Elizabeth Rodriguez	CR	183.80	5/13/2013 5-15m
624393	Game Worker	CR	69.98	5/13/2013 5-15m
624394	Game Worker	CR	142.00	5/13/2013 5-15m
624395	Sheldon ISD	CR	265.75	5/13/2013 5-15m
624396	Game Worker	CR	54.99	5/13/2013 5-15m

EXHIBIT 15

Beaumont Independent School District Bid Summary

Bid Information

Bid Creator: Naomi Lawrence-Lee Assistant Director
of Finance/Purchasing
Email: nlawren@beaumont.k12.tx.us
Phone: (419) 617-5041
Fax: (419) 617-5175 nlawren

Bid Number: 14.03
Title: Risk Management/Insurance Consulting
Services

Bid Type: RFQ
Issue Date: 05/30/2013
Close Date: 6/13/2013 2:00:00 PM CT

Contact Information

Address: 3395 Harrison Avenue
Purchasing Department
Beaumont, TX 77706

Contact: Naomi Lawrence-Lee
Department: Purchasing Department
Building: Central Administration
Floor/Room: United States
Telephone: 409 (409) 6175041
Fax: 409 (409) 6175175
Email: nlawren@beaumont.k12.tx.us

Ship to Information

Address: 3395 Harrison Avenue
Purchasing Department
Beaumont, TX 77706

Contact: Naomi Lawrence-Lee, Asst. Director of
Finance/Purc
Department: Purchasing Department
Building:
Floor/Room: United States
Telephone: 409 (409) 6175041
Fax: 409 (409) 6175175
Email: nlawren@beaumont.k12.tx.us

Bid Notes

The BEAUMONT Independent School District (the District) is accepting proposals to select a Consulting Service with "value added" services to assist BEAUMONT ISD with its risk management portfolio, including the specifications, plan design, evaluation, and implementation of all lines of insurance.

Bid Messages

Bid Attributes

#	Name	Note	Response
1	Terms and Conditions Acknowledgement	I have read, understand and agree to all terms and conditions contained on this bid.	Required
2	Evaluation Criteria for Proposals	<ol style="list-style-type: none"> 10%- Completeness and accuracy of the RFQ responses. 45%- Consulting Service's ability to provide services 10% -Cost of services. 10%- Experience of personnel assigned to the District. 15%- Relevant experience with other school districts. 5%- Management and organization of the Consulting Services. 5%- Working relationship with the BEAUMONT ISD staff and other third party representatives as required by BEAUMONT ISD. 	Display
3	Commercial Property	Please indicate consultants ability to provide services for lines of insurance. Valid Responses: Please Select, Yes, No	Required
4	Fleet Liability	Please indicate consultants ability to provide services for lines of insurance. Valid Responses: [Please Select], Yes , No	Required
5	Underground Storage Tank Liability	Valid Responses: [Please Select], Yes , No	Required
6	Boiler Machinery Coverage	Please indicate consultants ability to provide services for lines of insurance. Valid Responses: [Please Select], Yes , No	Required

7	Group Voluntary Products	Please indicate consultants ability to provide services for lines of insurance. Valid Responses: [Please Select], Yes , No	Required
8	Health Stop Loss Coverage	Please indicate consultants ability to provide services for lines of insurance. Valid Responses: [Please Select], Yes , No	Required
9	Loss Control Services	Please indicate consultants ability to provide services for lines of insurance. Valid Responses: [Please Select], Yes , No	Required
10	Benefit Plan Risk Management Services	Please indicate consultants ability to provide services for lines of insurance. Valid Responses: [Please Select], Yes , No	Required
11	Student/Athlete Accident Coverage	Please indicate consultants ability to provide services for lines of insurance. Valid Responses: [Please Select], Yes, No	Required
12	Excess Workers' Comp Coverage	Please indicate consultants ability to provide services for lines of insurance. Valid Responses: [Please Select], Yes , No	Required
13	Group Health TPA Services	Please indicate consultants ability to provide services for lines of insurance. Valid Responses: [Please Select], Yes , No	Required
14	P & C Risk Management Services	Please indicate consultants ability to provide services for lines of insurance. Valid Responses: [Please Select], Yes , No	Required
15	Commercial General Liability	Please indicate consultants ability to provide services for lines of insurance. Valid Responses: [Please Select], Yes , No	Required
16	Auto Physical Damage	Please indicate consultants ability to provide services for lines of insurance. Valid Responses: [Please Select], Yes , No	Required
17	School Board Legal Liability	Please indicate consultants ability to provide services for lines of insurance. Valid Responses: [Please Select], Yes , No	Required
18	Fire Alarm Installation Liability	Please indicate consultants ability to provide services for lines of insurance. Valid Responses: [Please Select], Yes , No	Required
19	Law Enforcement Liability	Please indicate consultants ability to provide services for lines of insurance. Valid Responses: [Please Select], Yes , No	Required
20	Employer's Liability Coverage	Please indicate consultants ability to provide services for lines of insurance. Valid Responses: [Please Select], Yes , No	Required
21	Proposal Validity	Proposal shall remain valid, pending award through: (please enter the date).	Optional
22	Resident Certification	I certify that my company is a resident vendor.	Optional

23	Non-Resident Vendor	As defined by Texas Government Code 2252.001, a nonresident vendor means a vendor whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. If you qualify as a nonresident vendor, you must furnish the following information: Resident state address? (The state in which your principal place of business is located.)	Optional
24	CIQ-1	This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	Display
25	CIQ-2	Name of person doing business with local governmental entity.	Optional
26	CIQ-3	Is the local government officer names in this section receiving or likely to receive taxable income from the filer of the questionnaire? Valid Responses: [Please Select], Yes, No	Required
27	References	Three references are required. Please include company name, contact person name, address, telephone number, fax number, and email address.	Display
28	Reference 1	Please enter reference 1 of 3 in the field provided.	Required
29	Reference 2	Please enter reference 2 of 3 in the field provided.	Required
30	Reference 3	Please enter reference 3 of 3 in the field provided.	Required
31	Felony Conviction Notification	Please select one from the pull-down menu. If you answer yes to this question, you must provide an explanation in on attribute number 6. Valid Responses: [Please Select], NO-Firm not owned/operated by a convicted felon, YES-Firm owned/operated by convicted felon, NOT APPLICABLE - Publicly Held Company	Required
32	Felony Conviction Explanation	If you answered yes to attribute 5, please provide an explanation.	Optional
33	Location	What city is your primary business located in?	Optional
34	Delivery Business Days	Please enter the number of business days for delivery.	Required
35	Delivery Date Guarantee	Please enter the delivery date.	Required

Invited Vendors

Vendor Name	Contact Name	City, State	Invitation Email	Invite Type
Financial Benefit Services (FBS)		Richardson, TX		Manual
HUB INTERNATIONAL INSURANCE SERVICES		EL PASO, TX		Manual
McGriff, Seibels & Williams of Texas, Inc.		Addison, TX		Manual

Protectors Insurance and Financial
Services, LLC
Robert V. Reim Company, Inc.
Frost Insurance
GWEN TAYLOR AGENCY
McGriff, Seibels & Williams
Texas State Billing Services
Thomas L. Evans

Houston, TX

Austin, TX
San Antonio, TX
PEARLAND, TX
Houston, TX
Austin, TX
McKinney, TX

Manual

Manual
Auto
Auto
Auto
Auto
Auto

Line Items

#	Qty	UOM	Description
1	1.0000	Annual	The BEAUMONT Independent School District (the District) is accepting proposals to select a Consulting Service with "value added" services to assist BEAUMONT ISD with its risk management portfolio, including the specifications, plan design, evaluation, and implementation of all lines of insurance. Provide a flatfee based for all lines of business

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Hourly Rate	Please indicate the hourly fee rate for cost of services.	Required
2	List type of Service	Please indicate the type of service and the hourly fee associated.	Required

APPROVED

BEAUMONT INDEPENDENT SCHOOL DISTRICT
Beaumont, Texas

EXHIBIT " C "
Page 1 of 8

TO : Dr. Timothy B. Chargois
Superintendent of Schools

FROM : Dr. Shirley Bonton
Deputy Superintendent for Financial Services and Elementary Administration

Devin McCraney
Director of Finance

DATE : September 19, 2013

SUBJECT : Consider and, if Appropriate, Take Action to Approve Offer for Risk Management /Insurance Consulting Services.

Attached are responses received for Risk Management /Insurance Consulting Services. A total number of ten (10) responded to the bid opportunity. The appropriate Legal Notice was posted and we received two (2) responses. Included in the 2013-2014 bid is a renewal option up to four (4) year period to extend the contract at the option of the district. The vendor shall assist the District in all insurance programs including professional services in reviewing and analyzing proposals.

Purchases from this bid will be charged to the appropriated fund.

AGENDA:
9/19/2013

NLL/mdw



Neal W. Welch
Willis of Texas, Inc.
920 Memorial City Way, Ste. 500
Houston, Texas 77024
Tel: 713-625-1116
Fax: 281-558-5101
neal.welch@willis.com

July 25, 2013

Ms. Naomi Lawrence-Lee MBA, CTSBS
Assistant Director Finance
Beaumont ISD
3395 Harrison Ave
Beaumont, TX 77706

Subject: Best and Final Offer RFP#14-03 Risk Management Insurance Consultant

Dear Ms. Lawrence – Lee,

Thank you for inviting Protectors Insurance and Willis of Texas to provide oral interviews on July 24th. We enjoyed the exchange of information and the clarification of the Districts' intent and need for service.

In response to your request for a Best and Final Offer, both Protectors Insurance and Willis of Texas offer the following responses:

Protectors Insurance

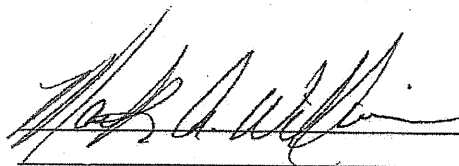
Property and Casualty Consulting Services Fee: \$40,000

Willis of Texas

Willis of Texas responded to the RFP with a unique approach toward Human Capital Consulting Services (HCCS) for the District. Our approach embraces all HCCS services that the District will need to support your internal and external processes involved with employee benefits. We propose to provide all consulting and administration services as described in our proposal using commission dollars imbedded in voluntary benefit programs now in place and those added in the future. While our submitted proposal and interview discussion may have deviated from your initial intent to discover consulting service capability, we believe the "Benefits Complete" model of support to the District is the most effective and efficient approach for the District. We look forward to a continued dialog on our proposal and the specific needs of the District. This offer anticipates work to begin with approval of this RFP with a target date of 11/1/2014 for new placement implementation. A detailed timeline of all services will be provided when we understand the complete needs of the District in support of this project.

On behalf of Protectors Insurance and Willis of Texas we thank you for considering our proposals of service. We will work very hard to exceed the requirements of this RFP and meet your expectations of excellence in consulting services.

Best Regards,



Mark Williams
President
Protectors Insurance



Neal W. Welch
Practice Leader
Willis of Texas, Inc.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
09/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Group One World Financial Ctr. 200 Liberty St. New York, NY 10281	CONTACT NAME: PHONE: (A/C, NO, EXT): 877-945-7378 FAX: 888-467-2378 E-MAIL: ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Co. of Pitt 19445-001	
INSURED Willis North America Inc. One World Financial Ctr. 200 Liberty Street New York, NY 10281	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20493406

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		GL1929656	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Beaumont ISD is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Beaumont ISD Attn: Purchasing Department 3395 Harrison Avenue Beaumont, TX 77706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Willis Legal Entities as of 01-01-2010

Name
Hilb Rogal & Hobbs of Atlanta, Inc.
Willis Insurance Services of Atlanta, Inc.
Willis of Massachusetts, Inc.
Baccala & Shoop Insurance Services
Freberg Environmental, Inc.
Hilb Rogal & Hobbs Investment Company
Hilb Rogal & Hobbs Services Company
HRH Consulting, LLC
HRH E&S Services, LLC
HRH Investment Advisors, LLC
HRH Risk Mitigation, Inc.
HRH Securities, LLC
Hunt Insurance Group, LLC
InsuranceNoodle of Massachusetts, Inc.
InsuranceNoodle, Inc.
New World E&S, LLC
Philadelphia Benefits, LLC
Premium Funding Associates, Inc.
Queenswood Properties, Inc.
SB&T Captive Management Company
Smith, Bell & Thompson, Inc.
Westport Financial Services, LLC
Westport HRH, LLC
Willis Administrative Services Corporation
Willis Americas Administration, Inc.
Willis Corroon Corporation of Sacramento
Willis Giaconia Life, LLC
Willis HRH, Inc.
Willis Insurance Brokerage of Utah, Inc.
Willis Insurance Services of California, Inc.
Willis Insurance Services of Georgia, Inc.
Willis Insurance Services of Georgia, Inc.
Willis Management (Vermont) Ltd.
Willis of Alabama, Inc.
Willis of Alaska, Inc.
Willis of Arizona, Inc.
Willis of Colorado, Inc.
Willis of Connecticut, LLC
Willis of Delaware, Inc.
Willis of Florida, Inc.
Willis of Greater Kansas, Inc.
Willis of Illinois, Inc.
Willis of Kansas, Inc.
Willis of Louisiana, Inc.
Willis of Maryland, Inc.
Willis of Michigan, Inc.
Willis of Minnesota, Inc.
Willis of New Hampshire, Inc.
Willis of New Jersey, Inc.
Willis of New York, Inc.
Willis of North Carolina, Inc.
Willis of Northern New England, Inc.
Willis of Ohio, Inc.
Willis of Oklahoma, Inc.
Willis of Oregon, Inc.

Willis Legal Entities as of 01-01-2010

Willis of Pennsylvania, Inc.
Willis of Seattle, Inc.
Willis of Tennessee, Inc.
Willis of Texas, Inc.
Willis of Virginia, Inc.
Willis of Wisconsin, Inc.
Willis of Wyoming, Inc.
Willis Personal Lines ,LLC
Willis Programs of Connecticut
Willis Re Inc.
Willis Securities, Inc.
Willis Services LLC

**BEAUMONT INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION**

Regular Meeting – September 19, 2013

The Board of Education of the Beaumont Independent School District met in regular public (open) session on Thursday, September 19, 2013 at 7:15 p.m. in the Board Room of the Administration Building located at 3395 Harrison Street in Beaumont, Jefferson County, Texas. The meeting was called to order by President Woodrow Reece.

It was found and determined that in accordance with the policies and orders of the Board, the Notice of this Meeting was posted in the Administration Building of the District in accordance with the terms and provisions of Section 551.041 and Section 551.043, V.T.C.S., and that all of the terms and provisions of those sections have been fully complied with and that the 72 hour notice required by said sections has been properly and correctly given.

ROLL CALL

Present: Woodrow Reece, President
Janice Brassard, Vice President
Terry Williams, Secretary
Gwen Ambres, Member
Zenobia Bush, Member
Mike Neil, Member
Tom Neild, Member

Absent: None

School Officials

Present: Superintendent, Dr. Timothy Chargois; Deputy Superintendent, Dr. Shirley Bonton; Assistant Superintendents, Dr. Dwaine Augustine, Ms. Patricia Lambert, Mr. Philip Brooks; Chief Business Officer, Mr. Robert Zingelmann; Executive Director of Personnel, Ms. Sybil Comeaux; Special Assistant to the Superintendent, and School Attorney, Ms. Melody Chappell

Absent: Ms. Jessie Haynes

ESTABLISHMENT OF A QUORUM

President Woodrow Reece declared a quorum.

PLEDGE OF ALLEGIANCE

The West Brook High School NJROTC presented the colors. The pledges to the American and Texas flags were led by Riley Sellers, a 5th grade student from Roy Guess Elementary School.

INVOCATION

Amanda Doucette, an eleventh grade student at Clifton J. Ozen High School, gave the invocation.

APPROVAL OF THE MINUTES

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve the minutes of the special meetings, August 22 and September 4, 2013, Public Hearings of August 15, and August 22, Building and Grounds Meeting of September 16, 2013 and regular meeting, August 15, 2013.

President Woodrow Reece called for a vote of the minutes.

YEAS: Trustees Woodrow Reece, Janice Brassard, Terry Williams, Gwen Ambres, Zenobia Bush, Mike Neil, and Tom Neild

NAYS: None

Motion Passed

REPORTS

1. **Status of State Comp Ed Funds Report**
2. **District Educational Improvement Committee Minutes, January 14, 2013**

REPORT OF THE SUPERINTENDENT OF SCHOOLS

1. **Principals for the 2013-2014 School Year were recognized:**

ELEMENTARY SCHOOLS

Ms. Holley Hancock	Amelia Elementary School (Reading and ELA)
Ms. Lisa Bolton	Bingman Head Start (Distinguished)
Ms. Barbara Hardeman	Blanchette Elementary School
Ms. Valerie Simon	Caldwood Elementary School
Mr. Wayne Wells	Charlton-Pollard Elementary School
Ms. Susan Brown	Curtis Elementary School (Top 25% Progress School)
Dr. Paul Shipman	Dishman Elementary School
Ms. Cynthia Washington	Fehl-Price Elementary School
Ms. Anita Frank	Fletcher Elementary School (Reading, ELA/Math/Top 25% Progress school)
Ms. Shaunte' Guillory	Jones-Clark Elementary School (Reading/ELA/Math)
Ms. Debra Oge	Roy Guess Elementary School (Reading and ELA)
Ms. Ava Colbert	Homer Drive Elementary School (Reading and ELA/Math and Top 25% Progress)
Ms. Patricia Blueford	Lucas PreK4 (Distinguished)
Ms. Martha Fowler	Martin Elementary School
Mr. Jim Wilson	Pietzsch-MacArthur Elementary School
Dr. Lydia Bahnsen	Regina Howell Elementary School

MIDDLE SCHOOLS

Ms. Dana Lewis	Austin Middle School
Mr. Jackie Cotton	M. L. King Middle School
Ms. Shannon Pier-Allen	Marshall Middle School (Reading and ELA/Math and Top 25% Progress School)
Ms. Matilda Hickman	Odom Academy (Reading and ELA)
Mr. Wilbert Andrews	Willie Ray Smith Middle School
Mr. Duaine Harris	South Park Middle School (Reading/ELA and Math)
Dr. Brian Abel	Vincent Middle School

HIGH SCHOOLS

Mr. Orion Carr	Central Medical Magnet High School
Mr. Odis Norris	Clifton J. Ozen Magnet High School
Mr. Randall Maxwell	West Brook High School (Top 25% Progress School)

ADDITIONAL FACILITIES

Mr. Richard Cantu	Pathways Learning Center
Ms. Elvena Colbert	Paul A. Brown Center
Mr. Michael Shelton	Taylor Career and Technology Center
Mr. Jessie Kibbles	Adult Education Center

2. **Bond 2007 Update** – Dr. Chargois discussed the building and grounds committee meeting held on Monday, September 16, 2013. He spoke about the West Brook ground breaking for the new auditorium. Trustee Zenobia Bush went over the project status report and stated that we do have a certificate of occupancy. We will have a CABC meeting on next week to release the bond committee. We are still having some contract issues with Morganti, a settlement was approved for them to get the project done; and there is still an issue with contingency money.

There is still some work that needs to be done at the field house at West Brook. Ozen- there is still a problem with the HVAC at one of the buildings.

Trustee Tom Neild stated that we had a very productive walk through and had representatives from Parsons, Bill Smith and Don Burroughs with Fittz and Shipman. We had a team effort on what was beneficial as far as getting the job done in the right way. There were some ADA issues; we have a good game plan. Minor punch list items, the contractor has agreed to repair them. The auditorium, field house, several housekeeping issues that the contractor still has to do. We are continuing to have problems with the roof leak. There is a drainage issue at the entrance of the auditorium and at the field house that we need recommendations on the best resolve to this issue.

Dr. Chargois thanked Mr. Bill Smith of Fittz and Shipman for his work with the transition on the projects. Dr. Chargois also stated that we need to make sure that we do everything that is right by the community. "We got a lot of facilities for our buck".

3. **State of the District** – Dr. Chargois stated that October 10 at 5:30 p.m. training for the board from CRSS, Julian Trevino. It will cover teambuilding, governance and management.

DISCUSSION

1. **Trustee Behavior** – President Reece stated that it should be up to the board president to put things on the agenda for discussion. We need training in this district, some of us are training. Region 5 has come to us before. We need to know what's in policy, we are working on some policies, we encourage all trustees to attend training. He spoke about healing. We will get some policies in place where the public cannot just come in and say everything that they want to say.
2. **Discrepancies between AP and Check Register** – Trustee Tom Neild stated that he received a letter from Prologic that handles our software account, but he made copies for trustees of what they found is that there are still several problems that have been occurring since the month of May. He requested that BISD sends the handout to them and ask them about that.
3. **Discuss September 13, 2013, letter from Tax Assessor Collector** - Trustee Tom Neild requested discussion of the issues addressed in the letter.

ACTION ITEMS

ACTION TAKEN ON EXHIBIT(S) "A.1", "A.2", "A.3".

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve Exhibits A.1, A.2 and A.3.

Approved - Tax Collection Report (Exhibit "A.1") – Administration recommended acceptance of the Tax Collection Report in the amount of \$377,538.89 including certification of tax collections for the month of August 2013; tax collector monthly report of August 2013; and deposit distribution of August 2013. (Copy of Certification of Tax Collection Report attached and made a part of these minutes.)

Approved - Business Office Report (Exhibit "A.2") – Administration recommended approval of the Business Office Report, including the general fund reports, August 2013; debt service reports, August 2013; capital projects report, August 2013; internal service funds August 2013; scholarship fund report, August 2013; and investment report, August 2013.

Approved - Amendments to 2013-14 Budgets (Exhibit "A.3") – Administration recommended approval of amendments to the following budgets:

199	General Fund	#001
205	Head Start	#002
206	McKinney – Vento Homeless Education	#003
211	ESEA Title I Part A Improving Basic Programs	#004
220	Title II AEFLA Section 225 Corrections & Institution	#005
255	ESEA Title II Part A TPTR	#006
286	AARA Title I Priority School – Brown Center	#007
309	Title II AEFLA Section 231 Federal	#008
312	TANF for Adult Education - Federal	#009
410	Instructional Materials Allotment	#010
431	Title II AEFLA State Adult Education	#011
432	TANF for Adult Education - State	#012

435 Regional Day School for the Deaf – State
493 DaVinci Minds, Inc.

#013
#014

President Woodrow Reece called for a vote of the motion.

YEAS: Trustees Reece, Brassard, Williams, Ambres, Bush, Neil and Neild

NAYS: None

Motion Passed

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve Exhibit(s) "B"

Consider and, if Appropriate, Take Action to Accept the Application of BASF Corporation for an Appraised Value Limitation on Qualified Property, to Authorize the Superintendent to Review the Application for Completeness, and to Submit to the Comptroller. (Exhibit "B") – It was recommended to Take Action to Accept the Application of BASF Corporation for an Appraised Value Limitation on Qualified Property, to authorize the Superintendent to Review the Application for Completeness, and to submit to the Comptroller.

President Woodrow Reece called for a vote of the motion.

YEAS: Trustees Reece, Brassard, Williams, Ambres, Bush, Neil and Neild

NAYS: None

Motion Passed

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve Exhibit(s) "C", "D" and "E"

Consider and, if Appropriate, Take Action to Approve Offer for Risk Management/Insurance Consulting Services. (Exhibit "C") – It was recommended to Take Action to Approve the Offer from for Risk Management/Insurance Consulting Services.

Consider and, if Appropriate, Take Action to Approve Bid for Waste Management Services. (Exhibit "D") – It was recommended to take action to Approve Bid from Triangle for Waste Management Services.

Consider and, if Appropriate, Take Action to Approve Bid for Vincent MS Cafeteria Modifications. (Exhibit "E") – It was recommended to take action to approve a Bid for Vincent MS Cafeteria Modifications.

President Woodrow Reece called for a vote of the motion.

YEAS: Trustees Reece, Brassard, Williams, Ambres, Bush

NAYS: Trustees Tom Neild and Mike Neil

Motion Passed

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve Exhibit "F"

Consider and, if Appropriate, Take Action to Approve Third Year Option for Audio Services. (Exhibit "F") – It was recommended to take action to Approve Third Year Option for Audio Services.

President Woodrow Reece called for a vote of the motion.

YEAS: Trustees Reece, Brassard, Williams, Ambres, Bush and Neild

NAYS: Trustee Mike Neil

Motion Passed

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve Exhibit "G"

Consider and, if Appropriate, Take Action to Engage with an Independent Auditor to Audit Five Selected Projects for the Initial Phase of the 2007 Bond Program. (Exhibit "G") – It was recommended to take action to Engage with an Independent Auditor to Audit Five Selected Projects for the Initial Phase of the 2007 Bond Program.

President Woodrow Reece called for a vote of the motion.

YEAS: Trustees Reece, Brassard, Williams, Ambres, Bush

NAYS: Trustees Tom Neild and Mike Neil

Motion Passed

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, that the board convenes its closed executive session for personnel.

PERSONNEL

President Woodrow Reece announced at 9:13 p.m. in the public (open) meeting that the Board would go into executive (closed) session to discuss matters of the sort described in Section 551.071 (1)(2), and Section 551.074 (a) (1) and (2) of Texas Government Code, and that any action which the Board might take would be in public (open) session. Executive Session recessed at 9:21 p.m. and in public (open) session the Board took action on the following:

PERSONNEL RECOMMENDATIONS: EXHIBIT "L"

1. Retirements

Christ, Cheryl D., Reading Teacher, Curtis Elementary, effective 01/31/14

Hall, James E., Special Education Teacher, West Brook High School, effective 09/30/13

2. Resignations

Alfred. Stephanie, an English teacher at Central, effective 09/11/13

Boykin-Durden. Veronica, an Assistant Principal at West Brook, effective 09/06/13

Castille, Marcus, a Science teacher at Central, effective 06/08/13

Collins. Janell, a Level 2 teacher at Homer, effective 08/00/13

Cronk. Pauline, a Counselor at Regina, effective 09/27/13

Cummings, Stephanie, an Eagle Librarian at the Administration Annex, effective 09/03/13.

Eshliman, James, a Health Science teacher at Central, effective 09/10/13.

Mclemore. Sojourner, a Graduate Assistance Coordinator at Central, 08/22/13.

Moor. Beshka, a Special Education teacher at Austin, effective 06/08/13.

Nguyen. Anna, a Special Education Counselor at the Administration Building, effective 09/06/13

Pitre. Chad, a Science teacher at Central, effective 10/11/13

Powell. Casey, a Physical Education teacher at King, effective 06/08/13

Price. Richard L., a Mathematics teacher at Ozen, effective 09/11/13.

Simon. Shelly Lynn, a Diagnostician at Pietzsch, effective 09/13/13

Stroud, Lucy A , a Choir Director at Austin, 09/06/13

Tripplett. Cheryl A , a Title I Curriculum Coordinator at Charlton-Pollard, 09/09/13

Weir. Staci, a Speech Therapist at West Brook, 08/19/13

3. New Employee Contract Recommendations

Abel. Holly, a Level 1 teacher at Curtis, effective September 3, 2013, and ending on June 7, 2014.

Alfred, Michael, a Special Education teacher at Fehl-Price, effective August 30, 2013 and ending on June 7, 2014.

Bevil, Andre, a Special Education teacher at Central, effective August 19, 2013, and ending on June 7, 2014.

Boyles. Bud, a Social Studies teacher at Ozen effective August 19, 2013 and ending on June 7, 2014

Cardona, Rosario, a Spanish teacher at Ozen, effective August 26, 2013, and ending on June 7, 2014

Dukes. Loretta K., a Special Education teacher at Regina, effective August 19, 2013, and ending on June 7, 2014.

Edwards. Brent, a Social Studies teacher at Pathways, effective on August 19, 2013, and ending on June 7, 2014.

Fore. Cari B., an English teacher at Ozen, effective on August 26, 2013, and ending on June 7, 2014..

Gilford. Rachel, a Pre-kindergarten teacher at Bingman, effective August 19, 2013, and ending on June 7, 2014.

Gipson. Tina L., a Science teacher at South Park, effective September 3, 2013, and ending on June 7, 2014.

Hicks. Pamela, a Pre-kindergarten teacher at Amelia, effective August 19, 2013, and ending on June 7, 2014.

Johnson. Isaiah, a Spanish teacher at Central, effective August 26, 2013, and ending on June 7, 2014.

Johnson. Jeralyn, a Culinary Arts teacher at the Career Center, effective August 19, 2013, and ending on June 7, 2014.

Leviege. Jade, a Kindergarten teacher at Guess, effective August 19, 2013, and ending on June 7, 2014.

Maull. Chrishina, a Level 4 teacher at Jones-Clark., effective August 19, 2013, and ending on June 7, 2014.

Mitchell, Pamela Coty, a Level 5 teacher at Fletcher, effective September 12, 2013, and ending on June 7, 2014.

St. Julian. Jeremy, a Mathematics teacher at Smith, effective August 19, 2013, and ending on June 7, 2014.

Scott. KeeYatha, a Reading teacher at Smith, effective August 19, 2013, and ending on June 7, 2014.

Snider. Kristan, a Social Studies teacher at Marshall, effective August 19, 2013, and ending on June 7, 2014.

Spurlin. Karen Lynn, a Social Studies teacher at Brown Center, effective September 9, 2013, and ending on June 7, 2014.

Stuckey. Megan, a Speech teacher at Marshall, effective August 20, 2013, and ending on June 7, 2014.

Sylvester. Lydia, a Level 4 teacher at Homer, effective August 19, 2013, and ending on June 7, 2014.

Unusdeen. Narisa, a Science teacher at Smith, effective August 26, 2013, and ending on June 7, 2014.

Wier, Cindy, a Choir teacher at Marshall, effective August 23, 2013, and ending on June 7, 2014.

Williams. Exalton, a Mathematics teacher at Smith, effective September __, 2013, and ending on June 7, 2014.

Williams. Thomas C. Jr., a Social Studies teacher at Vincent, effective August 27, 2013, and ending on June 7, 2014.

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve the following administrative recommendations:

President Woodrow Reece called for a vote of the motion.

YEAS: Trustees Reece, Brassard, Williams, Ambres, Bush, Neil and Neild

NAYS: None

Motion Passed

3. Administrative Recommendations

Trustee Tom Neild moved, seconded by Trustee Zenobia Bush to approve the following administrative recommendations:

Approved – Program Evaluator - Administration Building – Dr. Paul Shipman

Approved – Assistant Principal - West Brook High School – Rachel Guidry

Approved – Title I Curriculum Coordinator - Charlton-Pollard Elementary School – Coach Charles Colvin

President Woodrow Reece called for a vote of the motion.

YEAS: Trustees Woodrow Reece, Janice Brassard Terry Williams, Gwen Ambres, Zenobia Bush, Mike Neil and Tom Neild

NAYS: None

Motion Passed

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve Exhibit "H"

Approved District Administrators as the 2013-2014 Professional Development and Appraisal System (PDAS) Appraisers (Exhibit "H") Approval was recommended for ninety-four (94) district administrators having completed the certification course and instructional leadership training required for PDAS.

President Woodrow Reece called for a vote of the motion.

YEAS: Trustees Reece, Brassard, Williams, Ambres, Bush, Neil and Neild

NAYS: None

Motion Passed

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve Exhibit "I"

Approved - Contract with Communities in Schools, Southeast Texas Inc. (Exhibit "I"). It was recommended to approve a contract with Communities in Schools, Southeast Texas, Inc.

President Woodrow Reece called for a vote of the motion.

YEAS: Trustees Reece, Brassard, Williams, Ambres, Bush, Neil and Neild

NAYS: None

Motion Passed

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve Exhibit "J" and "K"

Approved - Action to Issue Certificate of Election and Approve Resolution Declaring the Unopposed Election of Ms. Gwen Ambres to a Four Year Term as Trustee of District IV, and Mr. Tom Neild to a Four Year Term as Trustee of District VI. (Exhibit "J") – It was recommended to take Action to Issue Certificate of Election and Approve Resolution Declaring the Unopposed Election of Ms. Gwen Ambres to a Four Year Term as Trustee of District IV, and Mr. Tom Neild to a Four Year Term as Trustee of District VI.

Approved - Amended Election Order and Notice for November 5, 2013, School Trustee Election. (Exhibit "K") – It was recommended to approve an Amended Election Order and Notice for November 5, 2013, School Trustee Election.

President Woodrow Reece called for a vote of the motion.

YEAS: Trustees Woodrow Reece, Terry Williams, Gwen Ambres and Zenobia Bush

NAYS: Trustees Tom Neild, Janice Brassard and Mike Neil

Motion Passed

Trustee Zenobia Bush moved, seconded by Trustee Terry Williams, to approve Exhibit "M"

Consider and, if Appropriate, Take Action to Approve payment to Jefferson County Tax Assessor Collector for the Research, Programming, and other costs related to Interpretation of the Plan I redistricting map as well as the costs of issuance of new voter registration cards for voters in BISD. (Exhibit "M") – It was recommended to approve payment to Jefferson County Tax Assessor Collector for the Research, Programming, and other costs related to Interpretation of the Plan I redistricting map as well as the costs of issuance of new voter registration cards for voters in BISD at a cost of \$64,000.

President Woodrow Reece called for a vote of the motion.

YEAS: Trustees Woodrow Reece, Terry Williams, Gwen Ambres and Zenobia Bush

NAYS: Trustees Tom Neild, Janice Brassard and Mike Neil

Motion Passed

The board convened back in its open session to discuss its legal portion of the executive session at 9:49 p.m. At approximately 11:30 p.m., the board reconvened its open session.

Consider and, if Appropriate, Take Action to Discuss Procedure and Calendar of Annual Evaluation of Superintendent of Schools (Executive Session) (Exhibit "N") – It was recommended to take action to Discuss Procedure and Calendar of Annual Evaluation of Superintendent of Schools.
No action

Discuss, deliberate, and possibly take action regarding the August 1, 2013, investigation. (Executive Session) (No Exhibit) – It was recommended to take action to Discuss, deliberate, and possibly take action regarding the August 1, 2013, investigation.

No action

COMMUNICATIONS

1. **Mark McClellan**, 1270 Nottingham Lane - Board Communications being moved to the end of the meeting. Requested proof of the tax hearing being posted in a legal ad in the newspaper, and still have not received it.
2. **Ricky Jason**, 540 Threadneedle -Let's All Get Along (Did not Speak)
3. **Harold Roberts**, 2348 Goliad Street - People of Color (Did not Speak)
4. **Jimmie Herrington**, 101 Berkshire, Bullying - Hostile Work Environment, Resignation of Trustee Mike Neil.

5. **Pam Shelander**, 5555 Clinton, Agenda Items - \$71M is missing. Making sure the kids get an education.
6. **David Pete**, 4390 Corley Avenue, BISD – You are here to represent this district and this community. Some matters have not been considered. Requested a report about the incident at West Brook with the kids dressed in a derogatory manner and a banana last year and still have not received it.
7. **Stephen Watson**, 6015 Townhouse Lane, Leadership – integrity and going after the \$2M.

SIGN UP

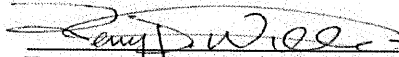
1. **Michael Getz**, 7950 Phelan Blvd., BISD – it is hard to heal if you act like a heel. did not like that the communications portion of the agenda was moved to the end.

ADJOURNMENT

President Woodrow Reece asked if there was any other business to come before the board; there being none, he adjourned the meeting at 11:49 p.m., Thursday, September 19, 2013.



Woodrow Reece, President
Beaumont ISD Board of Trustees



Terry D. Williams, Secretary
Beaumont ISD Board of Trustees



**BEAUMONT
Independent School District**

Purchasing Department

Naomi Lawrence-Lee, M.B.A., Assistant Director of Finance/Purchasing

3395 Harrison Avenue, Beaumont, TX 77706 (409) 617-5041 Fax (409) 617-5175

www.beaumont.k12.tx.us/business/bids

NOTICE OF AWARD

Your bid has been reviewed and accepted by the Beaumont ISD Board of Trustees as per attached listing. Please review the approved tabulation which is available on our website www.beaumont.k12.tx.us/business/bids.

You are cautioned not to commence any billable work or to provide any material or service under this contract until you receive a purchase order.

You are required to return an acknowledged copy of this Notice of Award to Beaumont ISD no later than thirty (30) days from receipt of this notice. In addition, please furnish an original certificate of insurance naming the District as additional insured.

We look forward to a mutually beneficial contract.

Sincerely,

Naomi Lawrence-Lee

Naomi Lawrence-Lee

Assistant Director of Finance/Purchasing

Beaumont Independent School District

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: Protectors Insurance and Financial Services Bid Number: RFP#14-03

(Name of Company)

This 26th day of September, 2013.

Printed Name: Mark A Williams

Signature: *Mark A Williams*

Title: President/CEO



BEAUMONT
Independent School District

Purchasing Department

Naomi Lawrence-Lee, M.B.A., Assistant Director of Finance/Purchasing
3395 Harrison Avenue, Beaumont, TX 77706 (409) 617-5041 Fax (409) 617-5175
www.beaumont.k12.tx.us/business/bids

NOTICE OF AWARD

Your bid has been reviewed and accepted by the Beaumont ISD Board of Trustees as per attached listing. Please review the approved tabulation which is available on our website www.beaumont.k12.tx.us/business/bids.

You are cautioned not to commence any billable work or to provide any material or service under this contract until you receive a purchase order.

You are required to return an acknowledged copy of this Notice of Award to Beaumont ISD no later than thirty (30) days from receipt of this notice. In addition, please furnish an original certificate of insurance naming the District as additional insured.

We look forward to a mutually beneficial contract.

Sincerely,

Naomi Lawrence-Lee

Naomi Lawrence-Lee
Assistant Director of Finance/Purchasing
Beaumont Independent School District

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: Willis of Texas Bid Number: RFP # 14-03
(Name of Company)

This 26 day of September, 2013.

Printed Name: Patty Miller

Signature: P Miller

Title: Vice President