

# Agenda of Regular Meeting

## The Board of Trustees Anahuac Independent School District

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A Regular Meeting of the Board of Trustees of Anahuac Independent School District will be held June 21, 2021, beginning at 6:00 PM in the Administration Building, 804 Mikhael Ricks Drive, Anahuac, Texas 77514.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- I. Convene in a Quorum and Call to Order; United States and Texas Flags Pledges of Allegiance; Invocation
- II. PUBLIC COMMENTS/AUDIENCE PARTICIPATION (Please fill out the form provided at the meeting & present it to the President prior to the beginning of the meeting)
- III. Recognitions
- IV. MONTHLY REPORTS
  - A) Superintendent's Report
    - 1) Discuss 2021-2022 Student Handbook Changes
  - B) Presentation of Monthly Financial Reports, Investment Reports, and Budget Update 3
- V. NEW ITEMS
  - A) Consider Budget Transfer 12
  - B) Consider Offer from James and Linda Whiteley for Land Cause Number CV29331 Parcel 12939 13
  - C) Consider Offer from Crystal Cusseaux for Land Cause Number 17DCV0363 Parcel 2758 26
  - D) Consider Minutes of May 24, 2021 Regular Meeting 36
  - E) Review Policy CDA Local - Other Revenues: Investments
  - F) Review Policy FFG Legal - Student Welfare: Child Abuse and Neglect 41
  - G) Discuss TASB Policy Update 117 Affecting (LOCAL) Policies (see attached list of codes) 48
- VI. CLOSED SESSION
  - A) Discussion/Evaluation of Personnel: Texas Government Code 551.074
  - B) Consultation with Board Attorney Regarding All Matters As Authorized By Law: Texas Government Code Section 551.071
  - C) Deliberation Regarding Economic Development Negotiations: Texas Government Code 551.087

- VII. RECONVENE INTO OPEN SESSION
- VIII. TAKE ACTION ON ITEM(S) DISCUSSED IN CLOSED SESSION
- IX. ADJOURNMENT

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*If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.*

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on \_\_\_\_\_, at \_\_\_\_\_.

ANAHUAC INDEPENDENT SCHOOL DISTRICT  
GENERAL FUNDS INVESTMENT LOG

5/31/2021

EOM Bank

MONTHLY

Balance	CD #	Purchased	Matures	Rate	INVESTED	Current	Interest
	FIRST PUBLIC	9/30/2020		0.0866	\$ 2,287.55		15.96
	FIRST PUBLIC	9/30/2020		0.2158	\$ 11,853,554.83		1,835.33
\$180,540.74	TEXAS CLASS	9/30/2020		0.2510	\$ 51,231.76		10.53
	FIRST PUBLIC	10/31/2020		0.0817	\$ 1,272,096.27		24.88
	FIRST PUBLIC	10/31/2020		0.2004	\$ 10,715,452.68		1,897.85
\$122,837.91	TEXAS CLASS	10/31/2020		0.1771	\$ 51,239.47		7.71
	FIRST PUBLIC	11/30/2020		0.0778	\$ 832,222.53		18.28
	FIRST PUBLIC	11/30/2020		0.1700	\$ 10,661,993.11		1,540.43
\$357,424.11	TEXAS CLASS	11/30/2020		0.1486	\$ 51,245.72		6.25
	FIRST PUBLIC	12/31/2020		0.0666	\$ 152,139.26		4.39
	FIRST PUBLIC	12/31/2020		0.1621	\$ 10,698,483.37		1,490.26
\$365,576.16	TEXAS CLASS	12/31/2020		0.1398	\$ 51,251.77		6.05
	FIRST PUBLIC	1/31/2021		0.0666	\$ 89,427.72		2.52
	FIRST PUBLIC	1/31/2021		0.1621	\$ 10,609,382.27		1,332.90
\$1,556,568.02	TEXAS CLASS	1/31/2021		0.1316	\$ 51,257.51		5.74
	FIRST PUBLIC	2/28/2021		0.0266	\$ 75,152.91		1.32
	FIRST PUBLIC	2/28/2021		0.1267	\$ 10,910,428.38		1,046.11
\$2,400,502.59	TEXAS CLASS	2/28/2021		0.1090	\$ 51,261.84		4.33
	FIRST PUBLIC	3/31/2021		0.0135	\$ 173,634.89		1.24
	FIRST PUBLIC	3/31/2021		0.1251	\$ 11,051,595.66		1,167.28
\$1,395,696.84	TEXAS CLASS	3/31/2021		0.1051	\$ 51,266.45		4.61
	FIRST PUBLIC	4/30/2021		0.0058	\$ 669,484.84		1.33
	FIRST PUBLIC	4/30/2021		0.1218	\$ 11,307,715.92		1,120.26
\$1,109,759.70	TEXAS CLASS	4/30/2021		0.0840	\$ 51,269.98		3.53
	FIRST PUBLIC	5/31/2021		0.0051	\$ 6,766.14	\$ 6,766.14	0.89
	FIRST PUBLIC	5/31/2021		0.1129	\$ 12,708,870.98	\$ 12,708,870.98	1,155.95
\$356,463.57	TEXAS CLASS	5/31/2021		0.0784	\$ 51,273.39	\$ 51,273.39	3.41
TOTAL						\$ 12,766,910.51	\$ 12,709.34

*Roxie Womack*

*6-2-21*

SIGNATURE

DATE

ANAHUAC INDEPENDENT SCHOOL DISTRICT  
 GENERAL CAPITAL PROJECTS INVESTMENT LOG  
 AS OF 5/31/2021

MONTHLY						
CD #	Purchased	Matures	Rate	INVESTED	Current	Interest
FIRST PUBLIC	9/30/2020		0.2158	\$ 11,094.90		\$ 1.96
TEX CLASS	9/30/2020		0.2510	\$ 3,991.44		\$ 0.85
FIRST PUBLIC	10/31/2020		0.2004	\$ 11,096.78		\$ 1.88
TEX CLASS	10/31/2020		0.1771	\$ 3,992.04		\$ 0.60
FIRST PUBLIC	11/30/2020		0.1700	\$ 11,098.33		\$ 1.55
TEX CLASS	11/30/2020		0.1486	\$ 3,992.58		\$ 0.54
FIRST PUBLIC	12/31/2020		0.1621	\$ 11,099.85		\$ 1.52
TEX CLASS	12/31/2020		0.1398	\$ 3,993.07		\$ 0.49
FIRST PUBLIC	1/31/2021		0.1621	\$ 11,101.25		\$ 1.40
TEX CLASS	1/31/2021		0.1316	\$ 3,993.48		\$ 0.41
FIRST PUBLIC	2/28/2021		0.1267	\$ 11,102.33		\$ 1.08
TEX CLASS	2/28/2021		0.1090	\$ 3,993.78		\$ 0.30
FIRST PUBLIC	3/31/2021		0.1251	\$ 11,103.51		\$ 1.18
TEX CLASS	3/31/2021		0.1051	\$ 3,994.09		\$ 0.31
FIRST PUBLIC	4/30/2021		0.1218	\$ 11,104.62		\$ 1.11
TEX CLASS	4/30/2021		0.0840	\$ 3,994.39		\$ 0.30
FIRST PUBLIC	5/31/2021		0.1129	\$ 11,105.68	\$ 11,105.68	\$ 1.06
TEX CLASS	5/31/2021		0.0784	\$ 3,994.69	\$ 3,994.69	\$ 0.30

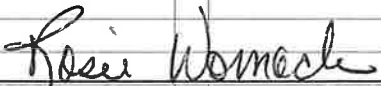
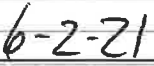
*Rosi Womack*  
 Signature

6-2-21  
 Date

TOTAL \$ 15,100.37 \$ 16.84

ANAHUAC INDEPENDENT SCHOOL DISTRICT  
INTEREST AND SINKING INVESTMENT LOG

AS OF 5/31/2021

EOM BANK BALANCE	CD #	Purchased	Matures	Rate	CD AMT./POOL AMT	Current	Interest
	FIRST PUBLIC	9/30/2020		0.2158	\$ 555,652.37		\$98.27
\$26,669.43	Texas Class	9/30/2020		0.2510	\$ 27,634.44		\$5.69
	FIRST PUBLIC	10/31/2020		0.2004	\$ 555,746.69		\$94.32
\$36,305.38	Texas Class	10/31/2020		0.1771	\$ 27,638.59		\$4.15
	FIRST PUBLIC	11/30/2020		0.1700	\$ 555,824.12		\$77.43
\$123,144.74	Texas Class	11/30/2020		0.1486	\$ 27,641.96		\$3.37
	FIRST PUBLIC	12/31/2020		0.1621	\$ 555,900.43		\$76.31
\$336,244.89	Texas Class	12/31/2020		0.1398	\$ 27,645.22		\$3.26
	FIRST PUBLIC	1/31/2021		0.1621	\$ 626,411.93		\$77.50
\$1,245,410.50	Texas Class	1/31/2021		0.1316	\$ 27,648.27		\$3.05
	FIRST PUBLIC	2/28/2021		0.1267	\$ 626,472.80		\$60.87
\$562,436.09	Texas Class	2/28/2021		0.1090	\$ 27,650.57		\$2.30
	FIRST PUBLIC	3/31/2021		0.1251	\$ 626,539.39		\$66.59
\$625,623.86	Texas Class	3/31/2021		0.1051	\$ 27,653.05		\$2.48
	FIRST PUBLIC	4/30/2021		0.1218	\$ 626,602.13		\$62.74
\$651,659.15	Texas Class	4/30/2021		0.0840	\$ 27,654.92		\$1.87
	FIRST PUBLIC	5/31/2021		0.1129	\$ 626,662.19	\$ 626,662.19	\$60.06
\$671,669.74	Texas Class	5/31/2021		0.0784	\$ 27,656.76	\$ 27,656.76	\$1.87
					TOTAL	\$ 654,318.95	\$702.13
							
SIGNATURE						DATE	

One Page expenditure summary - Fund 199 Only

5-31-2021

		2020-2021 Revised Budget	2020-21 Actual Expenditures	Remaining	% Exp			2020-2021 Revised Budget	2020-21 Actual Expenditures	Remaining	% Exp
<b>Funds:</b>						<b>Objects:</b>					
199	General Fund	\$14,193,374	\$10,032,907	\$4,160,467	70.69%	6112	Salaries for Substitute Teachers	\$122,000	\$123,533	-\$1,533	101.26%
211	Title I-A Improving Basic Progra	\$278,199	\$151,696	\$126,503	54.53%	6119	Salaries, Teachers & Professionals	\$7,608,474	\$5,003,652	\$2,604,822	65.76%
224	IDEA Part B (Special Education)	\$325,139	\$214,310	\$110,829	65.91%	6121	Extra Duty Pay, Overtime Support P	\$85,850	\$62,413	\$23,437	72.70%
225	IDEA Part B (Pre-School)	\$16,534	\$11,742	\$4,792	71.01%	6129	Salaries, Paraprofessional & Suppor	\$1,706,701	\$1,114,627	\$592,074	65.31%
240	Food Service	\$803,404	\$792,464	\$10,940	98.64%	6141	Social Security / Medicare	\$712,786	\$465,434	\$247,352	65.30%
244	Carl Perkins (Vocational)	\$15,414	\$15,414	\$0	100.00%	6142	Group Health Insurance	\$402,504	\$254,495	\$148,009	63.23%
255	Title II, Principal Teacher trainin	\$54,682	\$19,116	\$35,566	34.96%	6143	Workers Compensation	\$52,500	\$40,358	\$12,142	76.87%
263	Title III, LEP (Bilingual)	\$6,930	\$6,396	\$534	92.29%	6144	TRS On-Behalf Payments	\$0	\$470,417	-\$470,417	0.00%
289	Title IV, Part A	\$34,367	\$24,646	\$9,721	71.71%	6145	Unemployment Compensation	\$8,000	\$13,096	-\$5,096	163.70%
289	Summer School LEP	\$0	\$0	\$0	0.00%	6146	Teacher Retirement / TRS Care	\$350,975	\$255,681	\$95,294	72.85%
410	State Textbook Fund	\$0	\$0	\$0	0.00%	6149	Employee Benefits (leave for pay)	\$27,000	\$195,323	-\$168,323	723.42%
599	Debt Service	\$2,108,618	\$1,590,989	\$517,629	75.45%			\$11,076,790	\$7,999,030	\$3,077,761	72.21%
<b>Functions:</b>						<b>6200 Professional &amp; Contracted Services</b>					
11	Instruction	7,710,091	5,314,416	2,395,675	68.93%	6211	Legal Services	\$10,000	\$6,666	\$3,334	66.66%
12	Library	82,415	53,881	28,534	65.38%	6212	Audit Services	\$51,700	\$38,000	\$13,700	73.50%
13	Curriculum & Staff Developmer	172,213	110,164	62,049	63.97%	6213	Tax Appraisal and Collection	\$75,000	\$35,828	\$39,172	47.77%
21	Instructional Leadership	321,622	239,593	82,029	74.50%	6219	Professional Services	\$233,611	\$164,589	\$69,022	70.45%
23	Campus Leadership	982,043	756,932	225,111	77.08%	6222	Student Tuition - Public Schools	\$0	\$0	\$0	0.00%
31	Counseling Services	317,307	220,609	96,698	69.53%	6223	Student Tuition - Other than Public	\$0	\$0	\$0	0.00%
33	Health Services	159,231	109,574	49,657	68.81%	6239	Education Service Center Services	\$15,700	\$12,190	\$3,510	77.64%
34	Student Transportation	524,975	390,284	134,691	74.34%	6249	Contracted Maintenance & Repair	\$308,636	\$192,448	\$116,188	62.35%
35	Food Services	50,000	0	50,000	0.00%	6259	Utilities	\$504,000	\$320,460	\$183,540	63.58%
36	Cocurricular/Extracurricular	845,431	585,859	259,572	69.30%	6269	Rentals - Operating Leases	\$94,700	\$62,802	\$31,898	66.32%
41	General Administration	653,376	526,497	126,879	80.58%	6291	Consulting Services	\$68,200	\$39,916	\$28,284	58.53%
51	Plant Maintenance & Operatio	1,884,808	1,390,894	493,914	73.80%	6299	Misc. Contracted Services	\$47,500	\$48,071	-\$571	101.20%
52	Security & monitoring Services	8,300	11,678	-3,378	140.69%			\$1,409,047	\$920,969	\$488,078	65.36%
53	Data Processing Services	386,562	280,362	106,200	72.53%	<b>6300 Supplies &amp; Materials</b>					
61	Community Services	3,000	1,163	1,837	38.75%	6311	Gasoline & Other Fuels	\$35,000	\$30,035	\$4,965	85.81%
81	Facilities, Acquisition, & Constr	0	0	0	0.00%	6319	Supplies for Maintenance and Ope	\$169,500	\$99,887	\$69,613	58.93%
93	Payments to Fiscal Agent of SSA	17,000	5,173	11,827	30.43%	6321	Textbooks - Purchased Directly by A	\$3,220	\$3,120	\$100	96.89%
99	Other Intergovernmental Charg	75,000	35,828	39,172	47.77%	6329	Reading Materials, Library Books, Su	\$2,950	\$1,013	\$1,937	34.33%
		\$14,193,374	10,032,907	4,160,467	70.69%	6339	Testing Materials	\$18,500	\$9,324	\$9,176	50.40%
						6341	Food	\$0	\$0	\$0	
						6342	Non Food	\$0	\$0	\$0	
						6344	USDA Commodities	\$0	\$0	\$0	
						6349	Food Service Supplies	\$0	\$0	\$0	
<b>Organizations:</b>						6399	Supplies, Equipment, General	\$511,293	\$290,948	\$220,345	56.90%
001	Anahuac High School	\$4,268,441	\$3,039,427	\$1,229,014	71.21%			\$740,463	\$434,327	\$306,136	58.66%
041	Anahuac Middle School	\$2,707,417	\$1,867,555	\$839,862	68.98%	<b>6400 Other Operation Costs &amp; Travel</b>					
101	Anahuac Elementary	\$4,487,654	\$2,964,431	\$1,523,223	66.06%	6411	Travel - Staff	\$78,000	\$18,692	\$59,308	23.96%
701	District Office	\$292,634	\$226,190	\$66,444	77.29%	6412	Travel - Students	\$53,161	\$31,959	\$21,202	60.12%
702	School Board	\$23,000	\$24,555	-\$1,555	106.76%	6419	Travel - Non Employee	\$11,000	\$948	\$10,052	8.62%
703	Tax Costs-Levying & Collecting	\$75,000	\$35,828	\$39,172	47.77%	6429	Insurance costs	\$472,000	\$381,468	\$90,532	80.82%
750	Business Office	\$289,531	\$222,888	\$66,643	76.98%	6439	Election costs	\$8,000	\$18,788	-\$10,788	234.84%
934	Transportation	\$551,175	\$395,974	\$155,201	71.84%	6491	Statutorily Required Public Notices	\$500	\$74	\$426	14.88%
951	Plant Maintenance & Operatio	\$105,800	\$145,032	-\$39,232	137.08%	6492	Payments to Fiscal Agent of SSA	\$17,000	\$5,173	\$11,827	30.43%
999	District Wide	\$1,392,722	\$1,111,027	\$281,695	79.77%	6494	Reclassified Transportation	\$47,000	\$0	\$47,000	0.00%
		\$14,193,374	\$10,032,907	\$4,160,467	70.69%	6495	Memberships & Dues	\$29,000	\$28,823	\$177	99.39%
						6499	Misc. Expenses: Awards, etc.	\$111,413	\$38,979	\$72,434	34.99%
<b>Program Intent Codes:</b>								\$827,074	\$524,904	\$302,170	63.47%
11	Basic Education	\$5,189,227	\$3,565,178	\$1,624,049	68.70%	<b>6600 Capital Outlay &amp; Equipment</b>					
21	Gifted & Talented	\$45,420	\$21,672	\$23,748	47.71%	6629	Facilities & Construction	\$0	\$0	\$0	0.00%
22	Career & Technology	\$730,772	\$525,286	\$205,486	71.88%	6631	Vehicles > \$5,000 per unit cost	\$140,000	\$102,877	\$37,123	73.48%
23	Special Education	\$1,041,868	\$681,703	\$360,165	65.43%	6639	Assets > \$5,000/unit (tagged & depre	\$0	\$50,800	-\$50,800	0.00%
24	Accelerated Education	\$209,511	\$107,326	\$102,185	51.23%	6649	Assets< \$5,000 (tagged & inventorie	\$0	\$0	\$0	0.00%
25	Bilingual education	\$33,473	\$25,097	\$8,376	74.98%			\$140,000	\$153,677	-\$13,677	109.77%
28	DAEP Basic Services	\$99,962	\$75,143	\$24,819	75.17%						
30	State Compensatory	\$242,854	\$211,038	\$31,816	86.90%						
31	High School Allotment	\$0	\$0	\$0	0.00%			\$14,193,374	\$10,032,907	\$4,160,467	70.69%
32	Prekindergarten	\$125,643	\$85,830	\$39,813	68.31%	<b>Revenue:</b>					
33	Prekindergarten Special Ed	\$120,837	\$51,146	\$69,691	42.33%	5700	Local	\$6,112,500	\$6,079,945	\$32,555	99.47%
36	Early Education Allotment	\$293,271	\$215,080	\$78,191	73.34%	5800	State	\$7,002,000	\$5,655,129	\$1,346,871	80.76%
37	Dyslexia	\$67,100	\$52,077	\$15,023	77.61%	5900	Federal	\$358,000	\$535,225	-\$177,225	149.50%
38	CCMR Readiness	\$24,000	\$16,933	\$7,067	70.55%		Total Revenues	\$13,472,500	\$12,270,300	\$1,202,200	91.08%
91	Athletics	\$656,771	\$510,435	\$146,336	77.72%		Total Expenditures	\$14,193,374	\$10,032,907	\$4,160,467	70.69%
99	Misc. / Undistributed	\$5,312,665	\$3,888,964	\$1,423,701	73.20%		Operation Transfers Out	\$0	\$0		
		\$14,193,374	\$10,032,907	\$4,160,467	70.69%		Revenue Over (under) Exp	-\$720,874	\$2,237,393		

Check #	Payee Key	Payee Name	T	Check Date	Cash Posting		
					Check Amount	Date	Stmnt Date
GO	<u>ANAHUAC NATIONAL BANK</u>						
7023208	CITI BAN000	CITI BANK	V	05/05/2021	\$-408.98	05/05/2021	05/05/2021
7023234	REGION 1000	REGION 10	V	05/11/2021	\$-1,259.00	05/11/2021	05/11/2021
7023259	CITI BAN000	CITI BANK	V	05/05/2021	\$-380.95	05/05/2021	05/05/2021
7023260	CITI BAN000	CITI BANK	V	05/03/2021	\$-320.98	05/05/2021	05/03/2021
7023261	CITI BAN000	CITI BANK	V	05/05/2021	\$-760.20	05/05/2021	05/05/2021
7023288	BENNEJEF001	BENNETT, JEFFREY	R	05/05/2021	\$352.00	05/05/2021	05/10/2021
7023289	CITI BAN000	CITI BANK	R	05/05/2021	\$39.60	05/05/2021	
7023290	NEECEGRE000	NEECE, GREG	R	05/05/2021	\$162.00	05/05/2021	05/10/2021
7023291	REGION I001	REGION IV	R	05/05/2021	\$100.00	05/05/2021	05/13/2021
7023292	NASSP 000	NASSP	R	05/05/2021	\$90.00	05/05/2021	05/11/2021
7023293	CITI BAN000	CITI BANK	R	05/05/2021	\$235.81	05/05/2021	05/14/2021
7023294	CITI BAN000	CITI BANK	R	05/05/2021	\$120.09	05/05/2021	05/14/2021
7023295	CITI BAN000	CITI BANK	R	05/05/2021	\$750.38	05/05/2021	05/14/2021
7023296	WOODVILL000	WOODVILLE ATHLETIC BOOSTE	R	05/06/2021	\$420.00	05/06/2021	05/10/2021
7023297	CITY OF 000	CITY OF ANAHUAC	R	05/11/2021	\$3,304.17	05/11/2021	05/14/2021
7023298	KREUZ CO000	Kreuz Consulting Group	R	05/11/2021	\$3,500.00	05/11/2021	05/24/2021
7023299	MONROE S000	MONROE SYSTEMS FOR BUSINE	R	05/11/2021	\$37.97	05/11/2021	05/20/2021
7023300	MSB 000	MSB	R	05/11/2021	\$40,900.03	05/11/2021	05/18/2021
7023301	REGION 1000	REGION 10	R	05/11/2021	\$1,000.00	05/11/2021	06/04/2021
7023302	REGION X008	REGION X - JH MUSIC S-E	R	05/11/2021	\$259.00	05/11/2021	05/20/2021
7023303	BENNEJEF001	BENNETT, JEFFREY	R	05/13/2021	\$528.00	05/13/2021	05/13/2021
7023304	A1 FILTE000	A1 FILTER SERVICE	R	05/18/2021	\$1,494.00	05/18/2021	05/25/2021
7023305	APPLE IN000	APPLE INC.	R	05/18/2021	\$8,334.00	05/18/2021	05/24/2021
7023306	ATHLETIC001	ATHLETIC SUPPLY INC.	R	05/18/2021	\$4,030.00	05/18/2021	05/24/2021
7023307	BELT TOB001	BELT, TOBY	R	05/18/2021	\$140.00	05/18/2021	
7023308	BOOSTERS000	BOOSTERS INC	R	05/18/2021	\$875.00	05/18/2021	05/26/2021
7023309	BORDEN I000	BORDEN INC - NEW DAIRY OP	R	05/18/2021	\$9,030.21	05/18/2021	05/21/2021
7023310	BROWNTANT000	BROWN, ANTOINETTE	R	05/18/2021	\$187.50	05/18/2021	05/19/2021
7023311	CANON FI000	CANON FINANCIAL SERVICES	R	05/18/2021	\$4,970.40	05/18/2021	05/24/2021
7023312	CHALKS T000	CHALKS TRUCK PARTS INC	R	05/18/2021	\$462.50	05/18/2021	05/21/2021
7023313	CHAMBERS004	CHAMBERS COUNTY CLERK	R	05/18/2021	\$6,859.60	05/18/2021	05/28/2021
7023314	CHAMBERS011	CHAMBERS COUNTY TAX OFFIC	R	05/18/2021	\$7.50	05/18/2021	
7023315	CITI BAN000	CITI BANK	R	05/18/2021	\$223.81	05/18/2021	
7023316	COASTAL 004	COASTAL WELDING SUPPLY IN	R	05/18/2021	\$5,770.23	05/18/2021	05/24/2021
7023317	DATA REC000	DATA RECOGNITION CORPORAT	R	05/18/2021	\$184.05	05/18/2021	05/25/2021
7023318	DAVISRIC000	DAVIS, RICK	R	05/18/2021	\$575.00	05/18/2021	05/20/2021
7023319	DE LAASH001	DE LA CRUZ, ASHLEY	R	05/18/2021	\$183.75	05/18/2021	
7023320	DREADWHI001	DREADEN, WHITNEY	R	05/18/2021	\$83.64	05/18/2021	06/08/2021
7023321	ENGAGE2L000	ENGAGE2LEARN	R	05/18/2021	\$10,974.00	05/18/2021	05/24/2021
7023322	ENTERGY 000	ENTERGY TEXAS INC.	R	05/18/2021	\$18,547.21	05/18/2021	05/24/2021
7023323	FLOWETEO001	FLOWERS, TEONNA	R	05/18/2021	\$187.50	05/18/2021	06/01/2021
7023324	FOUR COR000	FOUR CORNER TIRES	R	05/18/2021	\$35.00	05/18/2021	05/24/2021
7023325	GBC 000	GBC	R	05/18/2021	\$299.90	05/18/2021	05/24/2021
7023326	GORDON A000	GORDON ANDREWS	R	05/18/2021	\$1,324.00	05/18/2021	05/28/2021
7023327	HALLMARK000	HALLMARK OFFICE PRODUCTS	R	05/18/2021	\$277.21	05/18/2021	05/25/2021
7023328	HARRIS C007	HARRIS COUNTY TOLL ROAD A	R	05/18/2021	\$5.25	05/18/2021	05/24/2021
7023329	HERFF JO000	HERFF JONES	R	05/18/2021	\$302.06	05/18/2021	05/24/2021
7023330	HOTCHKIS000	HOTCHKISS	R	05/18/2021	\$1,168.16	05/18/2021	05/21/2021
7023331	HUNTON D000	HUNTON DISTRIBUTION	R	05/18/2021	\$845.62	05/18/2021	05/21/2021
7023332	INTERNET000	INTERNET MANAGEMENT SERVI	R	05/18/2021	\$2,160.00	05/18/2021	06/02/2021
7023333	INTERQUE000	INTERQUEST GROUP INC	R	05/18/2021	\$280.00	05/18/2021	06/01/2021
7023334	JOHN MUL000	JOHN MULRYAN	R	05/18/2021	\$362.50	05/18/2021	05/24/2021

Check #	Payee Key	Payee Name	T	Check Date	Check Amount	Cash Posting	
						Date	Stmnt Date
GO ANAHUAC NATIONAL BANK							
*****Continued*****							
7023335	KOMMERCIO00	KOMMERCIAL KITCHENS	R	05/18/2021	\$74,979.00	05/18/2021	05/24/2021
7023336	KOMMERCIO00	KOMMERCIAL KITCHENS	R	05/18/2021	\$3,201.85	05/18/2021	05/24/2021
7023337	LABATT F000	LABATT FOOD SERVICE	R	05/18/2021	\$44,145.25	05/18/2021	05/24/2021
7023338	LASSETTE000	LASSETTER-LAFOUR	R	05/18/2021	\$3,406.08	05/18/2021	06/01/2021
7023339	LIBERTY 005	LIBERTY ISD	R	05/18/2021	\$100.00	05/18/2021	05/28/2021
7023340	LOWE'S 000	LOWE'S	R	05/18/2021	\$525.99	05/18/2021	05/25/2021
7023341	MIDTEX O000	MIDTEX OIL LLP	R	05/18/2021	\$555.00	05/18/2021	05/25/2021
7023342	MORRIJAN000	MORRIS, JAN	R	05/18/2021	\$150.00	05/18/2021	05/26/2021
7023343	NATALIE 000	NATALIE HUDSON, COGNITIVE	R	05/18/2021	\$18,327.50	05/18/2021	05/19/2021
7023344	O'REILLY000	O'REILLY AUTO PARTS	R	05/18/2021	\$368.73	05/18/2021	05/27/2021
7023345	OCHOAMAR000	OCHOA, MARC	R	05/18/2021	\$105.00	05/18/2021	06/03/2021
7023346	OFFICE D000	OFFICE DEPOT	R	05/18/2021	\$1,266.40	05/18/2021	05/19/2021
7023346	OFFICE D000	OFFICE DEPOT	V	05/19/2021	\$-1,266.40	05/19/2021	05/19/2021
7023347	PHELAN H000	Phelan Hearing Center	R	05/18/2021	\$875.00	05/18/2021	05/24/2021
7023348	PINNACLE000	PINNACLE MEDICAL MANAGEME	R	05/18/2021	\$358.00	05/18/2021	05/25/2021
7023349	REGION 5000	Region 5 ESC Child Nutri	R	05/18/2021	\$1,539.00	05/18/2021	05/25/2021
7023350	RIDDELL 000	RIDDELL	R	05/18/2021	\$1,192.40	05/18/2021	05/28/2021
7023351	RIVERSID005	RIVERSIDE ASSESSMENTS, LL	R	05/18/2021	\$203.75	05/18/2021	05/25/2021
7023352	RON'S TR000	RON'S TROPHY	R	05/18/2021	\$825.45	05/18/2021	05/24/2021
7023353	SCHOOL H003	SCHOOL HEALTH CORPORATION	R	05/18/2021	\$330.26	05/18/2021	05/26/2021
7023354	SHERMAN'000	SHERMAN'S HOME CENTER	R	05/18/2021	\$85.78	05/18/2021	05/25/2021
7023355	SOUTHEAS003	SOUTHEAST TEXAS WATER CON	R	05/18/2021	\$192.20	05/18/2021	05/25/2021
7023356	SPIRIT E000	SPIRIT EVENT COORDINATORS	R	05/18/2021	\$313.00	05/18/2021	
7023357	STANDARD000	STANDARD CHAIR OF GARDNER	R	05/18/2021	\$844.00	05/18/2021	05/28/2021
7023358	STRATTON000	STRATTON'S INC	R	05/18/2021	\$46.98	05/18/2021	05/25/2021
7023359	STUARLAN000	STUART, LANE	R	05/18/2021	\$105.00	05/18/2021	06/01/2021
7023360	SUN COAS001	SUN COAST RESOURCES INC.	R	05/18/2021	\$8,652.44	05/18/2021	05/21/2021
7023361	TEXAS A&010	TEXAS A&M UNIVERSITY, AP	R	05/18/2021	\$1,725.00	05/18/2021	05/27/2021
7023362	TEXAS DE005	TEXAS DEPT. OF PUBLIC SAF	R	05/18/2021	\$1.00	05/18/2021	05/27/2021
7023363	THOMAS B000	THOMAS BUS GULF COAST GP	R	05/18/2021	\$102,877.00	05/18/2021	05/24/2021
7023364	TIM SUMM000	TIM SUMMERS	R	05/18/2021	\$105.00	05/18/2021	05/26/2021
7023365	TRIDENT 000	TRIDENT BEVERAGE	R	05/18/2021	\$406.00	05/18/2021	05/26/2021
7023366	TURNECHE000	TURNER, CHERYL K.	R	05/18/2021	\$4,134.00	05/18/2021	05/19/2021
7023367	VAUGHTER000	VAUGHN, TERRY	R	05/18/2021	\$105.00	05/18/2021	05/26/2021
7023368	VERIZON 000	VERIZON	R	05/18/2021	\$203.09	05/18/2021	05/25/2021
7023369	WARE ADRO00	WARE, ADRIANNE	R	05/18/2021	\$20,020.00	05/18/2021	05/21/2021
7023370	WITHESTE000	WITHERS, STEPHEN	R	05/18/2021	\$105.00	05/18/2021	06/03/2021
7023371	CITI BAN000	CITI BANK	R	05/18/2021	\$2,923.70	05/18/2021	
7023372	GORDON A000	GORDON ANDREWS	R	05/18/2021	\$1.00	05/18/2021	05/28/2021
7023373	CITI BAN000	CITI BANK	R	05/20/2021	\$239.33	05/20/2021	
7023374	LEE ANN001	LEE, ANNETTE	R	05/20/2021	\$218.55	05/20/2021	06/01/2021
7023375	OFFICE D000	OFFICE DEPOT	R	05/20/2021	\$1,148.06	05/20/2021	05/28/2021
7023376	HOUSTON 032	HOUSTON FOOD BANK	R	05/21/2021	\$232.00	05/21/2021	
7023377	TEPSA 000	TEPSA	R	05/27/2021	\$578.00	05/27/2021	06/03/2021
		Number Of Checks:		96	\$425,297.93		
		Total Checks:		96	\$425,297.93		
		Totals:	Bank		Total \$\$		
			GO		\$425,297.93		

\*\*\*\*\* End of report \*\*\*\*\*

Cash Posting

<u>Check #</u>	<u>Payee Key</u>	<u>Payee Name</u>	<u>T</u>	<u>Check Date</u>	<u>Check Amount</u>	<u>Date</u>	<u>Stmnt Date</u>
<b>AGN ANAHUAC NATIONAL BANK</b>							
2521	RICHLAND000	RICHLAND PINES EVENTS	CEN R	05/05/2021	\$500.00	05/05/2021	05/17/2021
2521	RICHLAND000	RICHLAND PINES EVENTS	CEN V	05/17/2021	\$-500.00	05/18/2021	05/17/2021
2522	TROPHY G000	TROPHY GALLERY	R	05/14/2021	\$800.00	05/14/2021	05/17/2021
2522	TROPHY G000	TROPHY GALLERY	V	05/17/2021	\$-800.00	05/18/2021	05/17/2021
2523	TROPHY G000	TROPHY GALLERY	R	05/18/2021	\$563.00	05/18/2021	05/25/2021
Number Of Checks:				5	\$563.00		
Total Checks:				5	\$563.00		
<u>Totals: Bank</u>					<u>Total \$\$</u>		
AGN					\$563.00		

\*\*\*\*\* End of report \*\*\*\*\*

Cash Posting

Check #	Payee Key	Payee Name	T	Check Date	Check Amount	Date	Stmnt Date
<b>CAMP ANAHUAC NATIONAL BANK</b>							
1822	CITI BAN000	CITI BANK	V	05/05/2021	\$-217.30	05/05/2021	05/05/2021
1827	CITI BAN000	CITI BANK	R	05/05/2021	\$79.60	05/05/2021	05/14/2021
1828	AMERICAN019	AMERICAN HEART ASSOCIATIO	R	05/11/2021	\$566.87	05/11/2021	05/20/2021
1829	ATHLETIC001	ATHLETIC SUPPLY INC.	R	05/18/2021	\$584.00	05/18/2021	05/26/2021
1829	ATHLETIC001	ATHLETIC SUPPLY INC.	V	05/26/2021	\$-584.00	05/27/2021	05/26/2021
1830	AWARDS &000	AWARDS & ENGRAVING	R	05/18/2021	\$870.00	05/18/2021	05/26/2021
1831	CITI BAN000	CITI BANK	R	05/18/2021	\$152.19	05/18/2021	
1832	DREADWHI001	DREADEN, WHITNEY	R	05/18/2021	\$127.06	05/18/2021	06/08/2021
1833	ERIC HUM000	ERIC HUMPHREY	R	05/18/2021	\$73.57	05/18/2021	05/28/2021
1834	GANDY IN000	GANDY INK SCREEN PRINTING	R	05/18/2021	\$1,492.50	05/18/2021	05/26/2021
1835	GOODMSCO000	GOODMAN, SCOTT	R	05/18/2021	\$224.28	05/18/2021	05/21/2021
1836	JOHNSEN'000	JOHNSEN'S WHOLESALE FLORI	R	05/18/2021	\$428.35	05/18/2021	05/24/2021
1837	LOFTOLAU001	LOFTON, LAURA	R	05/18/2021	\$522.18	05/18/2021	05/27/2021
1838	MARIO GA000	MARIO GARZA	R	05/18/2021	\$109.86	05/18/2021	05/20/2021
1839	SCHOLAST001	SCHOLASTIC BOOK FAIRS	R	05/18/2021	\$1,901.50	05/18/2021	05/27/2021
1840	THE BEGI000	The Beginning	R	05/20/2021	\$312.00	05/20/2021	05/26/2021
1841	BEZDEBLA000	BEZDEK, BLAKE	R	05/21/2021	\$1,000.00	05/21/2021	05/26/2021
1842	HISLEGE000	HISLER, GEORGE	R	05/21/2021	\$450.53	05/21/2021	05/25/2021
1843	AWARDS &000	AWARDS & ENGRAVING	R	05/21/2021	\$244.00	05/21/2021	05/24/2021
1844	ATHLETIC001	ATHLETIC SUPPLY INC.	R	05/27/2021	\$584.00	05/27/2021	06/01/2021
1845	TSRA FOU000	TSRA FOUNDATION INC	R	05/27/2021	\$465.00	05/27/2021	

Number Of Checks: 21 \$9,386.19

Total Checks: 21 \$9,386.19

Totals: Bank Total \$\$  
CAMP \$9,386.19

\*\*\*\*\* End of report \*\*\*\*\*

Cash Posting

Check #	Payee Key	Payee Name	T	Check Date	Check Amount	Date	Stmnt Date
<b>PR ANAHUAC NATIONAL BANK</b>							
80112933	AISD EDU000	AISD EDUCATION FOUNDATION	R	05/06/2021	\$180.00	05/06/2021	05/07/2021
80112934	AISD GEN000	AISD GENERAL OPERATING	R	05/06/2021	\$1,041.38	05/06/2021	05/07/2021
80112935	ATPE 000	ATPE	R	05/06/2021	\$29.29	05/06/2021	05/11/2021
80112936	CHAMBERS015	CHAMBERS HEALTH	R	05/06/2021	\$40.00	05/06/2021	05/12/2021
80112937	TCTA 000	TCTA	R	05/06/2021	\$57.52	05/06/2021	05/13/2021
80112938	TEXAS AF001	Texas American Federation	R	05/06/2021	\$8.75	05/06/2021	05/20/2021
80112939	DANGEPEH000	Dangerfield, Pehyton	R	05/20/2021	\$207.79	05/20/2021	05/21/2021
80112940	MC INKAR000	Mc Intosh, KARA	R	05/20/2021	\$360.16	05/20/2021	05/20/2021
80112941	WILCOROB000	Wilcox, Robyn K.	R	05/20/2021	\$300.14	05/20/2021	06/01/2021
80112942	AISD EDU000	AISD EDUCATION FOUNDATION	R	05/20/2021	\$180.00	05/20/2021	05/24/2021
80112943	AISD GEN000	AISD GENERAL OPERATING	R	05/20/2021	\$1,041.38	05/20/2021	05/24/2021
80112944	ATPE 000	ATPE	R	05/20/2021	\$29.29	05/20/2021	05/25/2021
80112945	CHAMBERS015	CHAMBERS HEALTH	R	05/20/2021	\$40.00	05/20/2021	05/26/2021
80112946	TCTA 000	TCTA	R	05/20/2021	\$57.52	05/20/2021	06/07/2021
80112947	TEXAS AF001	Texas American Federation	R	05/20/2021	\$8.75	05/20/2021	
202000070	UNITED S001	UNITED STATES TREASURY	W	05/05/2021	\$88,140.32	05/06/2021	05/06/2021
202000071	OFFICE O000	OFFICE OF ATTORNEY GENERA	W	05/05/2021	\$504.50	05/06/2021	05/05/2021
202000072	TEACHER 006	TEACHER RETIREMENT SYSTEM	W	05/05/2021	\$67,731.37	05/06/2021	05/05/2021
202000073	UNITED S001	UNITED STATES TREASURY	W	05/07/2021	\$285.34	05/07/2021	05/10/2021
202000074	TEACHER 006	TEACHER RETIREMENT SYSTEM	W	05/07/2021	\$100.10	05/07/2021	05/07/2021
202000075	UNITED S001	UNITED STATES TREASURY	W	05/20/2021	\$101,696.98	05/20/2021	05/21/2021
202000076	OFFICE O000	OFFICE OF ATTORNEY GENERA	W	05/20/2021	\$504.50	05/20/2021	05/20/2021
202000077	TEACHER 006	TEACHER RETIREMENT SYSTEM	W	05/20/2021	\$77,493.65	05/20/2021	05/20/2021
202000078	UNITED S001	UNITED STATES TREASURY	W	05/21/2021	\$2,904.10	05/20/2021	05/24/2021
202000079	TEACHER 006	TEACHER RETIREMENT SYSTEM	W	05/31/2021	\$29,467.04	05/31/2021	05/31/2021
202100066	EECU 000	EECU	A	05/06/2021	\$2,125.42	05/06/2021	05/06/2021
202100067	FINANCIA001	FINANCIAL BENEFIT SERVICE	A	05/06/2021	\$8,760.07	05/06/2021	05/06/2021
202100068	JEM RESO000	JEM RESOURCE PARTNERS	A	05/06/2021	\$1,200.00	05/06/2021	05/06/2021
202100069	NATIONAL048	NATIONAL BENEFIT SERVICES	A	05/06/2021	\$2,239.73	05/06/2021	05/06/2021
202100070	EECU 000	EECU	A	05/20/2021	\$3,100.42	05/20/2021	05/20/2021
202100071	FINANCIA001	FINANCIAL BENEFIT SERVICE	A	05/20/2021	\$9,958.84	05/20/2021	05/20/2021
202100072	JEM RESO000	JEM RESOURCE PARTNERS	A	05/20/2021	\$1,200.00	05/20/2021	05/20/2021
202100073	NATIONAL048	NATIONAL BENEFIT SERVICES	A	05/20/2021	\$2,239.73	05/20/2021	05/20/2021
Number Of Checks:				33	\$403,234.08		
Total Checks:				33	\$403,234.08		
<u>Totals:</u>				<u>Bank</u>	<u>Total \$\$</u>		
				PR	\$403,234.08		

\*\*\*\*\* End of report \*\*\*\*\*

BATCH	DESCRIPTION	FISCAL YEAR	POST DATE	BATCH ORIGIN	STATUS
20-00057	Band training	2020-2021	NOT POSTED	Submit Transfer	Batch

To: From:

LINE	NAME/PROJ	DESCRIPTION/ADDITIONAL DESCRIPTION	ACCOUNT/REFERENCE	QUICK KEY	ENTRY DATE	DEBIT AMOUNT	CREDIT AMOUNT
1		Band training	199 E 36 6299 03 001 0 99 000	Coeducator	06/07/2021	0.00	500.00
2		Band training	199 E 11 6411 03 001 0 11 000	St. Anne's Band	06/07/2021	500.00	0.00
TOTALS						500.00	500.00

\*\*\*\*\* End of report \*\*\*\*\*



- (b). the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- (c). the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials),
- (d). compliance with applicable environmental laws, rules or regulations; and
- (e). the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- (a). that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- (b). GRANTEE has inspected the property and is relying solely on **their** own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- (c). that any information provided with respect to the property was obtained from a variety of sources, and
- (d). GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information.
- (e). that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, ANAHUAC INDEPENDENT SCHOOL DISTRICT, CHAMBERS COUNTY, CHAMBERS COUNTY PUBLIC HOSPITAL #1, CHAMBERS-LIBERTY COUNTIES NAVIGATION DISTRICT and TRINITY BAY CONSERVATION DISTRICT, and their respective employees, officers, directors, representatives, attorneys and agents (hereinafter "GRANTOR'S PARTIES") from any and all claims that it may now have or hereafter acquire against GRANTOR'S PARTIES for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR'S PARTIES shall be a covenant running with the property and shall be binding upon GRANTEE, **their** successors and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR'S predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR'S

PARTIES of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of **themselves** and **their** successors and assigns to indemnify, protect, defend, save and hold harmless GRANTOR'S PARTIES from and against any and all debts, duties, obligation, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said **JAMES AND LINDA WHITELEY**, **their** successors, beneficiaries, heirs and assigns forever, so that neither the ANAHUAC INDEPENDENT SCHOOL DISTRICT for itself and as trustee for the use and benefit of CHAMBERS COUNTY, CHAMBERS COUNTY PUBLIC HOSPITAL #1, CHAMBERS-LIBERTY COUNTIES NAVIGATION DISTRICT and TRINITY BAY CONSERVATION DISTRICT, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for post judgment years and for the current year are assumed by, and are to be paid by GRANTEE.

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ANAHUAC INDEPENDENT SCHOOL DISTRICT for itself  
and as trustee for the use and benefit of CHAMBERS COUNTY,  
CHAMBERS COUNTY PUBLIC HOSPITAL #1,  
CHAMBERS-LIBERTY COUNTIES NAVIGATION  
DISTRICT and TRINITY BAY CONSERVATION DISTRICT

\_\_\_\_\_  
TOMMY HENRY, PRESIDENT  
SCHOOL BOARD OF TRUSTEES

THE STATE OF TEXAS  
COUNTY OF CHAMBERS

§  
§

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, TOMMY HENRY, President, Anahuac Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC, in and for the  
STATE OF TEXAS  
My Commission Expires: \_\_\_\_\_

Grantee: JAMES AND LINDA WHITELEY  
3007 MASSENGALE LANE  
WEBSTER, TX 77598

**AFTER RECORDING, RETURN TO:**  
**Perdue, Brandon, Fielder, Collins & Mott, L.L.P.**  
**1235 North Loop West, Suite 600**  
**Houston, Texas 77008**

**BID ANALYSIS**

Cause #: CV29331

Judgment Date: 12/17/2019

Bidders Name: James and Linda Whiteley

Acct. #: 12939

Bid Amount: \$22,330.00

Adjudged Value: \$28,000.00

Current Value: \$28,000.00

Minimum Bid at first sale: \$22,329.18

Redemption Expires/d: 3/29/2021

Strike Off Date: 9/30/2020

**COSTS**

<b>Payable to:</b>	<b>Amount Due:</b>		<b>Amount to be Issued:</b>
Chambers County District Clerk	\$397.00		
Richard Park (Attorney Ad Litem fee)	\$850.00		
Chambers County Constable's Dept.	\$3,137.34	Services Fee (April 2020 Tax sale) - \$300.00 Commission (April 2020 Tax sale) - \$833.43 Services Fee - \$300.00 Commission - \$1,703.91	\$3,137.34
Perdue Brandon Fielder Collins & Mott LLP	\$591.79	Title/Filing Fee - \$290.80 Publication (April 2020 tax sale) - \$266.99 Struck Off Recording Fee - \$34.00	\$591.79
Montgomery County Constable Pct. 3	\$150.00		
Harris County Constable. Pct. 8	\$75.00		
Harris County Constable. Pct. 5	\$75.00		
<b>Total</b>	<b>\$5,276.13</b>		<b>\$5,276.13</b>

| \*Chambers County Clerk's Office (Resale Deed Recording Fee to be paid outside of bid)

**\$38.00**

**PROPOSED DISTRIBUTION**

Bid Amount: \$22,330.00

Costs: \$5,276.13

Net to Distribute: \$17,053.87

Post Judgment: \$1,701.96\*\*To Be Paid Outside Offer\*\*

**Disburse checks as follows:**

Acct #: 12939

<b><u>Payable to:</u></b>	<b><u>Judgment Amount</u></b>	<b><u>% of Judgment</u></b>	<b><u>Amount to be Issued</u></b>	<b><u>Judgment Years</u></b>
Chambers County	\$3,087.87	18.95%	\$3,231.71	Amount for Judgment years 2009-2018
Chambers County Public Hospital #1	\$2,838.57	17.41%	\$2,696.02	Amount for Judgment years 2009-2018
Chambers-Liberty Counties Navigation District	\$14.52	.09%	\$15.35	Amount for Judgment years 2009
Trinity Bay Conservation District	\$2,442.49	14.99%	\$2,556.37	Amount for Judgment years 2009-2018
Anahuac Independent School District	\$7,914.69	48.56%	\$8,281.42	Amount for Judgment years 2009-2018
<b>Total for Parcel 12939</b>	<b>\$16,298.14</b>	<b>100%</b>	<b>\$17,053.87</b>	

BID ANALYSIS

**POST JUDGMENT TAXES FOR PARCEL 8856**

<b>Entity</b>	<b>Tax Year</b>	<b>Amount due:</b>	
Anahuac Independent School District Chambers County Chambers County Public Hospital #1 Chambers-Liberty Counties Navigation District Trinity Bay Conservation District	2019	\$1,226.40	
Anahuac Independent School District Chambers County Chambers County Public Hospital #1 Chambers-Liberty Counties Navigation District Trinity Bay Conservation District	2020	\$605.91	
		Total If Paid by 06/30/2021	<b>Total:</b> <b>\$1,832.31</b>

Property ID: 12939

Owner: ANAHUAC ISD ET AL

<b>Property ID:</b> 12939	<b>Account Number:</b> 00330-00200-00200-330300																				
<b>Property Legal Description:</b> 330 TR 2-2-3 L W FIELDS	<b>Deed Information:</b> <table border="1"> <tr><td>Volume:</td><td></td></tr> <tr><td>Page:</td><td></td></tr> <tr><td>File Number:</td><td>157900</td></tr> <tr><td>Deed Date:</td><td>9/3/2020</td></tr> </table>	Volume:		Page:		File Number:	157900	Deed Date:	9/3/2020												
Volume:																					
Page:																					
File Number:	157900																				
Deed Date:	9/3/2020																				
<b>Property Location:</b>	<b>Block:</b>																				
<b>Survey / Sub Division Abstract:</b>	<b>Section / Lot:</b>																				
<b>Owner Information:</b> ANAHUAC ISD ET AL  PO BOX 519  ANAHUAC TX 77514  <b>Previous Owner:</b> PASCHALL DALE	<b>Property Detail:</b> <table border="1"> <tr><td>Property Exempt:</td><td>X</td></tr> <tr><td>Category / SPTB Code:</td><td>XVD</td></tr> <tr><td>Total Acres:</td><td>10.000</td></tr> <tr><td>Total Living Sqft:</td><td>See Detail</td></tr> <tr><td>Owner Interest:</td><td>1.000000</td></tr> <tr><td>Homestead Exemption:</td><td></td></tr> <tr><td>Homestead Cap Value:</td><td>0</td></tr> <tr><td>Land Ag / Timber Value:</td><td>0</td></tr> <tr><td>Land Market Value:</td><td>28,000</td></tr> <tr><td>Improvement Value:</td><td>0</td></tr> </table>	Property Exempt:	X	Category / SPTB Code:	XVD	Total Acres:	10.000	Total Living Sqft:	See Detail	Owner Interest:	1.000000	Homestead Exemption:		Homestead Cap Value:	0	Land Ag / Timber Value:	0	Land Market Value:	28,000	Improvement Value:	0
Property Exempt:	X																				
Category / SPTB Code:	XVD																				
Total Acres:	10.000																				
Total Living Sqft:	See Detail																				
Owner Interest:	1.000000																				
Homestead Exemption:																					
Homestead Cap Value:	0																				
Land Ag / Timber Value:	0																				
Land Market Value:	28,000																				
Improvement Value:	0																				

Jur Code	Jur Name	Total Market	Homestead	Total Exemption	Taxable
01	CHAMBERS COUNTY	28,000		0	0
01R	CHAMBERS COUNTY ROAD	28,000		0	0
30	ANAHUAC ISD	28,000		0	0
62	TRINITY BAY CONV DIST	28,000		0	0
65	CHAMBERS CO PUBLIC HD	28,000		0	0

Property ID: 12939

Owner: ANAHUAC ISD ET AL

Land Detail

Land Sequence 1		
Acres: 10	Market Class: RS30OAK-3	Market Value: 28,000
Land Method: AC	Ag/Timber Class:	Ag/Timber Value: 0
Land Homesiteable: NO	Land Type:	Ag Code:
Front Foot: N/A	Rear Foot: N/A	Lot Depth: N/A
Front Ft Avg: N/A	Lot Depth %: N/A	Land Square Ft: N/A

Total Land Value: \$ 28,000

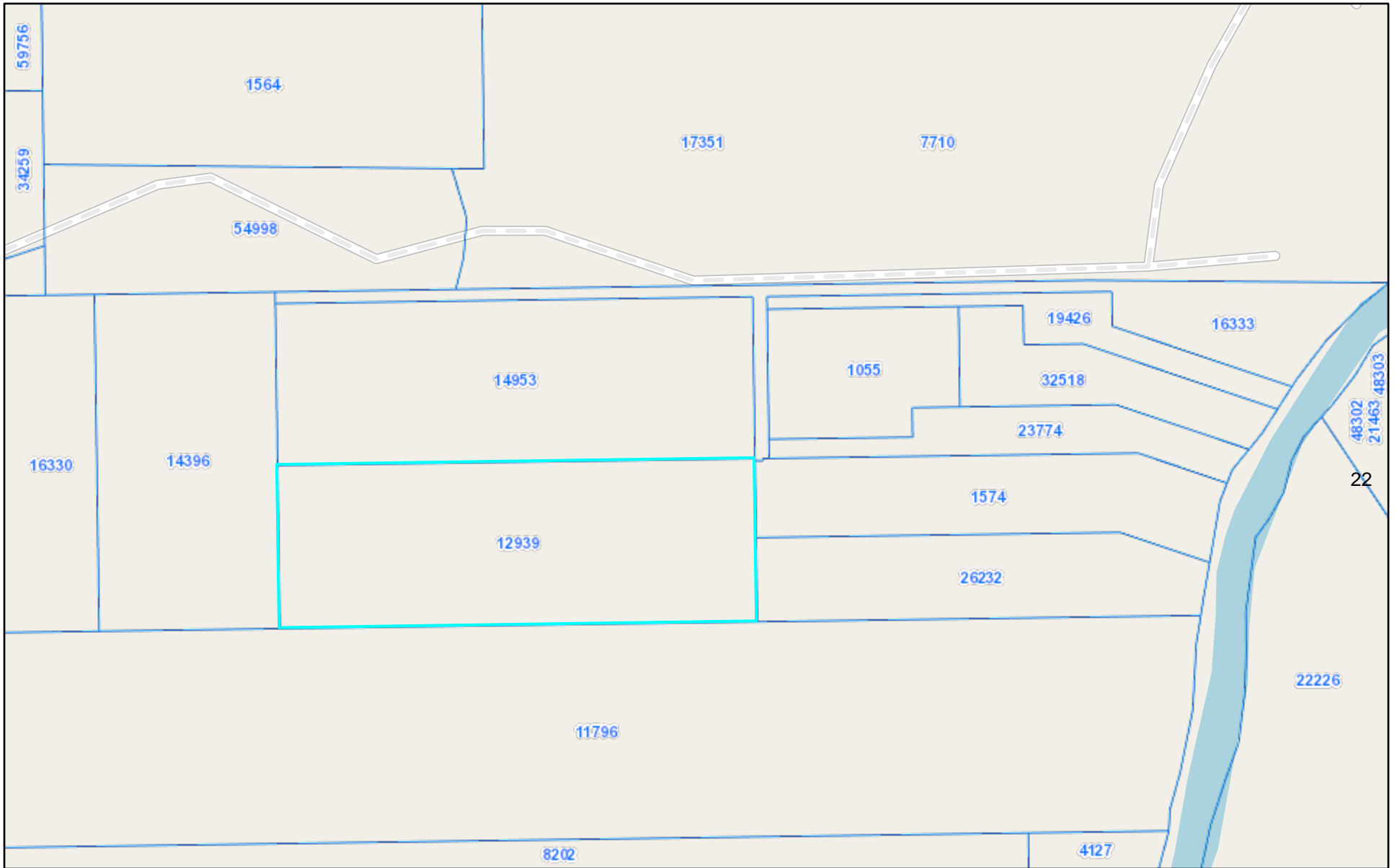
Property ID: 12939

Owner: ANAHUAC ISD ET AL

Previous Owner Information

Parcel ID	Seller	Buyer	Volume	Page	File Number	Deed Date
12939	PASCHALL DALE	ANAHUAC ISD ET AL			157900	9/3/2020
12939	PASCHALL WALTER F & RANDALL S	PASCHALL DALE	1748	394	123365	7/12/2017
12939	NELSON O F JR	PASCHALL DALE	1211	262	57628	8/3/2010

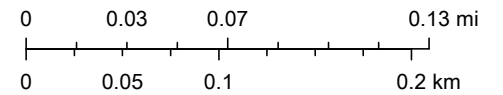
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 Parcels

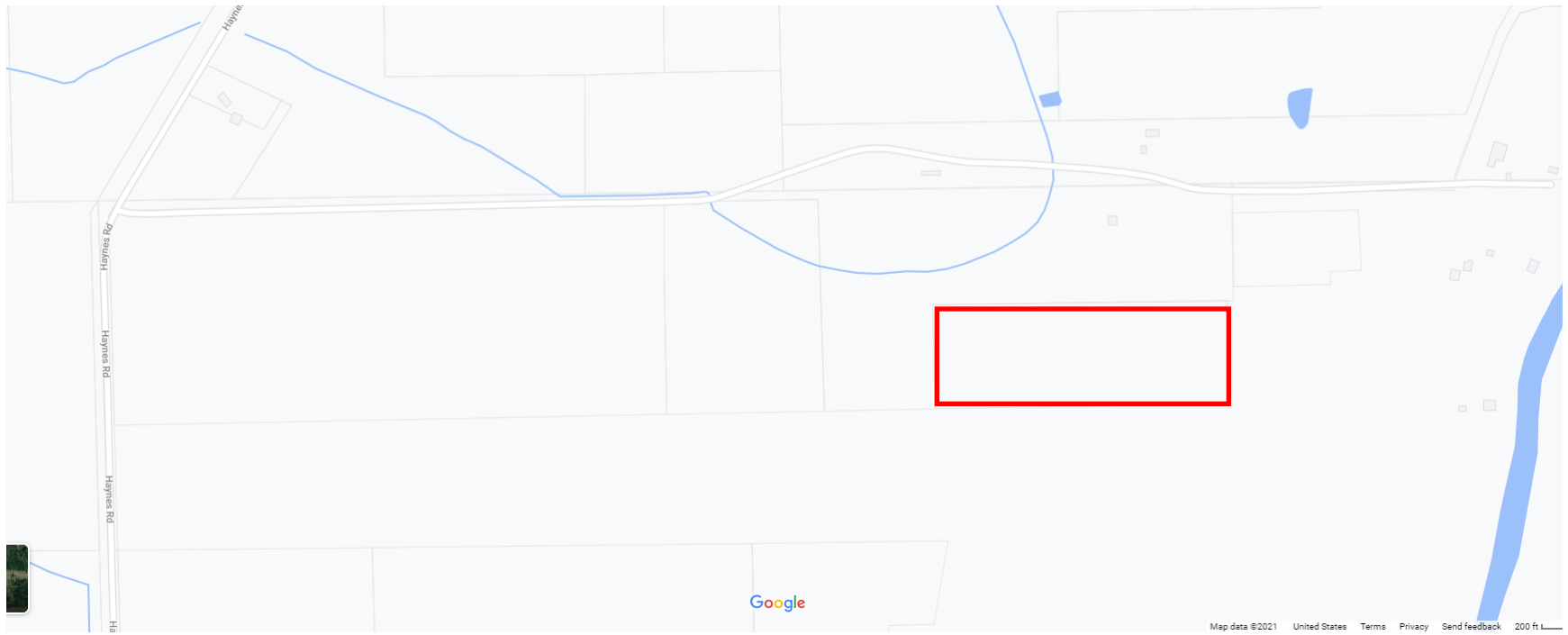
1:4,514



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Chambers CAD

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**BID ANALYSIS**

Cause #: 17DCV0363

Judgment Date: 11/06/2018

Bidders Name: Crystal Cusseaux

Acct. #: 2758

Bid Amount: \$2,815.53

Adjudged Value: \$6,170.00

Current Value: \$6,170.00

Minimum Bid at first sale: \$6,170.00 (value)

Redemption Expires/d: 08/26/2019

Strike Off Date: 02/26/2019

**COSTS**

**\*Chambers County Clerk's Office (Resale Deed Recording Fee to be paid outside of bid)**

**\$38.00**

**PROPOSED DISTRIBUTION**

Bid Amount: \$2,815.53

Costs: \$38.00

Net to Distribute: \$2,777.53

Post Judgment: \$350.58 \*\*To Be Paid Outside Offer\*\*

**Disburse checks as follows:**

Acct #: 2758

<b><u>Payable to:</u></b>	<b><u>Judgment Amount</u></b>	<b><u>% of Judgment</u></b>	<b><u>Amount to be Issued</u></b>	<b><u>Judgment Years</u></b>
Chambers County	\$440.05	19.01%	\$528.46	Pro-Rated Amount for Judgment years 2009 - 2017
Chambers County Public Hospital District #1	\$401.41	17.35 %	\$481.30	Pro-Rated Amount for Judgment years 2009 - 2017
Trinity Bay Conservation District	\$348.20	15.05%	\$417.57	Pro-Rated Amount for Judgment years 2009 - 2017
Anahuac Independent School District	\$1,124.38	48.59%	\$1,350.20	Pro-Rated Amount for Judgment years 2009 - 2017
<b>TOTAL</b>	<b>\$2,314.04</b>	<b>100%</b>	<b>\$2,777.53</b>	

**POST JUDGMENT TAXES FOR PARCEL 13280**

<b>Entity</b>	<b>Tax Year</b>	<b>Amount due:</b>	
Chambers County Chambers County Public Hospital District #1 Trinity Bay Conservation District Anahuac Independent School District	2018	\$306.45	
Chambers County Chambers County Public Hospital District #1 Trinity Bay Conservation District Anahuac Independent School District	2019	\$41.64	
		Total If Paid by 06/30/2021	<b>\$348.09</b>



- (a). "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- (b). subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- (c). subject to any right of redemption; and
- (d). subject to rights of parties in possession

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- (a). the nature and condition of the property or other items conveyed hereunder, without limitation, the water, soil and geology,
- (b). the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- (c). the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials),
- (d). compliance with applicable environmental laws, rules or regulations; and
- (e). the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- (a). that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- (b). GRANTEE has inspected the property and is relying solely on **her** own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- (c). that any information provided with respect to the property was obtained from a variety of sources, and
- (d). GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information.
- (e). that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, ANAHUAC INDEPENDENT SCHOOL DISTRICT, CHAMBERS COUNTY, CHAMBERS COUNTY PUBLIC HOSPITAL DISTRICT #1 and TRINITY BAY CONSERVATION DISTRICT, and their respective employees, officers, directors, representatives, attorneys and agents (hereinafter "GRANTOR'S PARTIES") from any and all claims that it may now have or hereafter acquire against GRANTOR'S PARTIES for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR'S PARTIES shall be a covenant running with the property and shall be binding upon GRANTEE, **her** successors and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR'S predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR'S PARTIES of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of **herself** and **her** successors and assigns to indemnify, protect, defend, save and hold harmless GRANTOR'S PARTIES from and against any and all debts, duties, obligation, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said **CRYSTAL CUSSEAU** , **her** successors, beneficiaries, heirs and assigns forever, so that neither the ANAHUAC INDEPENDENT SCHOOL DISTRICT for itself and as trustee for the use and benefit of CHAMBERS COUNTY, CHAMBERS COUNTY PUBLIC HOSPITAL DISTRICT #1 and TRINITY BAY CONSERVATION DISTRICT, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for post judgment years and for the current year are assumed by, and are to be paid by GRANTEE.



Property ID: 2758

Owner: ANAHUAC INDEPENDENT SCH DIST

<p><b>Property ID:</b> 2758</p> <p><b>Property Legal Description:</b> 52 TR 28-1 F BANLEY</p> <p><b>Property Location:</b> ANAHUAC TX 77514</p> <p><b>Survey / Sub Division Abstract:</b></p>	<p><b>Account Number:</b> 00052-02800-00100-190001</p> <p><b>Deed Information:</b></p> <table border="1"> <tr> <td>Volume:</td> <td></td> </tr> <tr> <td>Page:</td> <td></td> </tr> <tr> <td>File Number:</td> <td>139932</td> </tr> <tr> <td>Deed Date:</td> <td>2/26/2019</td> </tr> </table> <p><b>Block:</b></p> <p><b>Section / Lot:</b></p>	Volume:		Page:		File Number:	139932	Deed Date:	2/26/2019												
Volume:																					
Page:																					
File Number:	139932																				
Deed Date:	2/26/2019																				
<p><b>Owner Information:</b> ANAHUAC INDEPENDENT SCH DIST</p> <p>P O BOX 519</p> <p>ANAHUAC TX 77514</p> <p><b>Previous Owner:</b> CHURCHILL JOHN OREN</p>	<p><b>Property Detail:</b></p> <table border="1"> <tr> <td>Property Exempt:</td> <td>X</td> </tr> <tr> <td>Category / SPTB Code:</td> <td>XVC</td> </tr> <tr> <td>Total Acres:</td> <td>5.710</td> </tr> <tr> <td>Total Living Sqft:</td> <td>See Detail</td> </tr> <tr> <td>Owner Interest:</td> <td>1.000000</td> </tr> <tr> <td>Homestead Exemption:</td> <td></td> </tr> <tr> <td>Homestead Cap Value:</td> <td>0</td> </tr> <tr> <td>Land Ag / Timber Value:</td> <td>0</td> </tr> <tr> <td>Land Market Value:</td> <td>6,170</td> </tr> <tr> <td>Improvement Value:</td> <td>0</td> </tr> </table>	Property Exempt:	X	Category / SPTB Code:	XVC	Total Acres:	5.710	Total Living Sqft:	See Detail	Owner Interest:	1.000000	Homestead Exemption:		Homestead Cap Value:	0	Land Ag / Timber Value:	0	Land Market Value:	6,170	Improvement Value:	0
Property Exempt:	X																				
Category / SPTB Code:	XVC																				
Total Acres:	5.710																				
Total Living Sqft:	See Detail																				
Owner Interest:	1.000000																				
Homestead Exemption:																					
Homestead Cap Value:	0																				
Land Ag / Timber Value:	0																				
Land Market Value:	6,170																				
Improvement Value:	0																				

Jur Code	Jur Name	Total Market	Homestead	Total Exemption	Taxable
01	CHAMBERS COUNTY	6,170		0	0
01R	CHAMBERS COUNTY ROAD	6,170		0	0
30	ANAHUAC ISD	6,170		0	0
62	TRINITY BAY CONV DIST	6,170		0	0
65	CHAMBERS CO PUBLIC HD	6,170		0	0

Property ID: 2758

Owner: ANAHUAC INDEPENDENT SCH DIST

## Land Detail

Land Sequence 1		
Acres: 5.71	Market Class: RS30LD-3	Market Value: 6,170
Land Method: AC	Ag/Timber Class:	Ag/Timber Value: 0
Land Homesiteable: NO	Land Type:	Ag Code:
Front Foot: N/A	Rear Foot: N/A	Lot Depth: N/A
Front Ft Avg: N/A	Lot Depth %: N/A	Land Square Ft: N/A

Total Land Value: \$ 6,170

Property ID: 2758

Owner: ANAHUAC INDEPENDENT SCH DIST

## Previous Owner Information

Parcel ID	Seller	Buyer	Volume	Page	File Number	Deed Date
2758	CHURCHILL JOHN OREN	ANAHUAC INDEPENDENT SCH DIST			139932	2/26/2019
2758	CHURCHILL EVELYN J	CHURCHILL JOHN OREN	1051	667	36673	6/27/2008

# PERDUE BRANDON


ATTORNEYS AT LAW

## CHAMBERS COUNTY OFFICIAL BID FORM-TAX RESALE PROPERTY

You may bid on any or all of the parcels available. Please enter the amount you wish to bid, the associated parcel and cause number for each bid. The Taxing Entities reserve the right to accept or reject any or all bids. No title insurance or survey will be provided. **Property is being sold "as is", "where is" and "without warranty".**

CAUSE NUMBER	PARCEL NUMBER	AMOUNT OF OFFER
17DCV0363	2758	<del>6,170.00</del>
		\$2,815.53: Offer as of
		6/9/2021

By my signature below, I certify that I understand the conditions and limitations of this sale, as well as the restrictions on the use of the property as set forth in the Texas Property Tax Code. **I further understand that the "minimum bid" amount on the Chambers County, Anahuac Independent School District, Barbers Hill Independent School District, East Chambers Independent School resale list may not include other taxes due which are not included in the judgment and that I will become immediately responsible for post-judgment taxes if I am the successful bidder on the property.** I agree to indemnify the taxing entities and its attorney and agent from any action or damages arising from the purchase of this property and agree to submit any dispute to the American Arbitration Association for resolution.

CRYSTAL CUSSEBAUX        
 Bidder's Name (Please Print or Type)      Bidder's Signature  
21514 AMESBURY MEADOW Ln      **Spring, TX 77379**  
 Bidder's Address

Bidder's Mailing Address (If different from the address above.)

281-630-1081      \_\_\_\_\_  
 Bidder's Telephone      Date

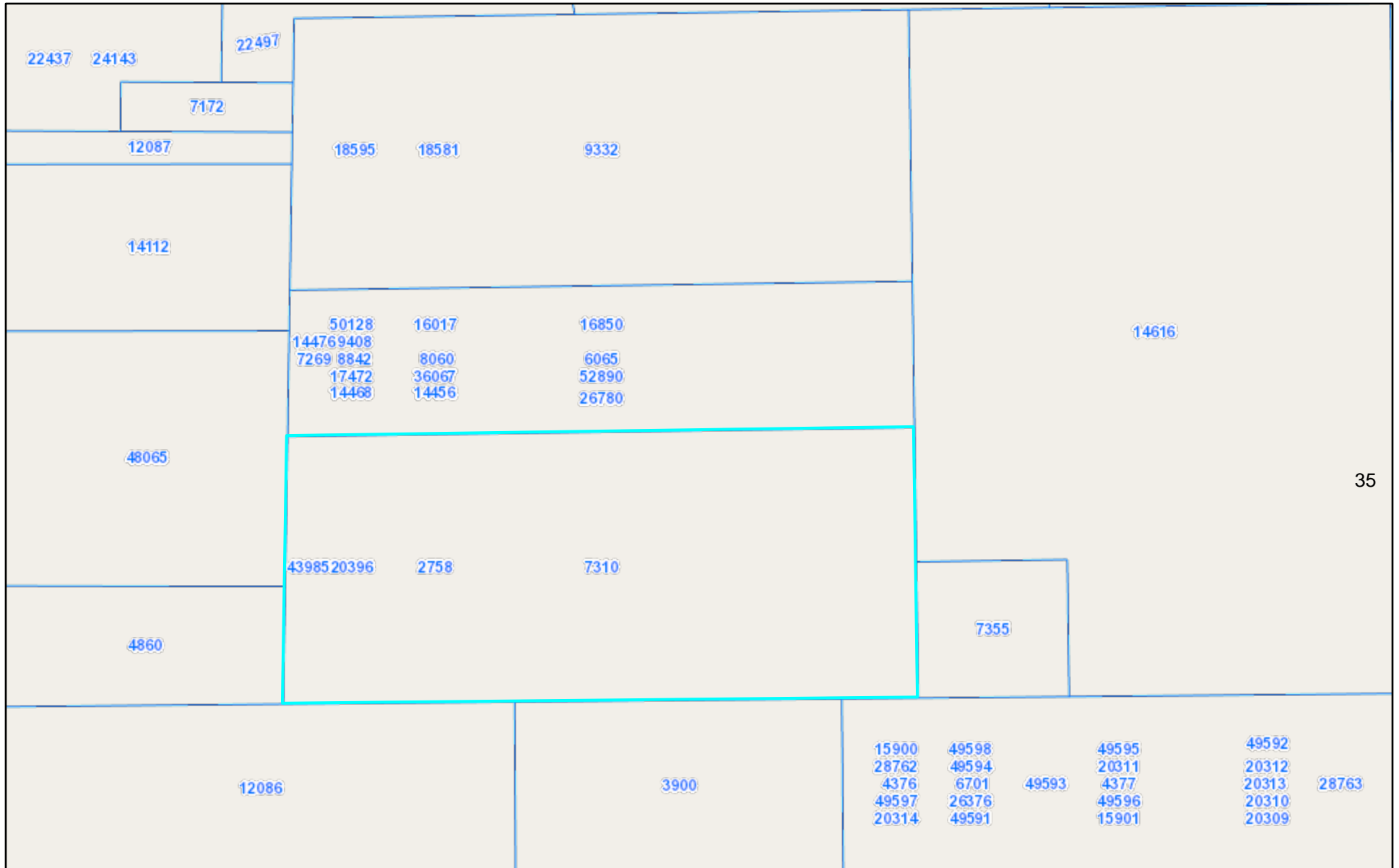
res00azy@gmail.com  
 Bidder's E-mail Address

Print name(s) and address, if different than above, to appear on the deed.

**Additional Information may be attached to this to explain your bid. Payment in full must be made within thirty (30) days of final award of bid, or bidder will forfeit bid.**

**\*\*BIDDER IS AWARE THAT ALL PROPERTIES ARE SUBJECT TO POST JUDGMENT TAXES. ONCE RESALE DEED IS RECORDED. A BILL FOR ANY POST JUDGMENT TAX YEARS WILL BE SENT OUT\*\***

# Chambers CAD



22437 24143

22497

7172

12087

14112

48065

4860

12086

18595

18581

9332

50128  
144769408  
7269 8842  
17472  
14468

16017  
8060  
36067  
14456

16850  
6065  
52890  
26780

4398520396

2758

7310

3900

15900  
28762  
4376  
49597  
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49594  
6701  
26376  
49591

49593

49595  
20311  
4377  
49596  
15901

49592  
20312  
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20310  
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28763

14616

35

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Chambers CAD

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**Minutes of Regular Meeting  
The Board of Trustees  
Anahuac Independent School District**

Monday, May 24, 2021 6:00 PM  
Administration Building, 804 Mikhael Ricks Drive, Anahuac, Texas 77514

Carlton Carrington: Present  
Stacey Davis: Absent  
Tommy Henry: Present  
Willie Lancon: Present  
Michael Morehead: Present  
John Redman: Present  
Kaley Smith: Present

**I. Convene in a Quorum and Call to Order; United States and Texas Flags Pledges of Allegiance; Invocation**

*Noting the presence of a Quorum, President Henry called the meeting to order, led the invocation, and the pledges of allegiance to the Texas and United States flags.*

**II. Administer Oath of Office to Trustee Elected May 1, 2021**

*Notary Kim Swope administered the Oath of Office to Tommy F. Henry.*

**III. PUBLIC COMMENTS/AUDIENCE PARTICIPATION (Please fill out the form provided at the meeting & present it to the President prior to the beginning of the meeting)**

*Sue Hawthorne addressed the Board in Public Comment stating she will no longer be the person attending the board meetings on behalf of the media.*

**IV. STAFF Recognition**

*The district nurses, central office staff, and Officer Davis were recognized.*

**V. TASB Facility Study Presentation**

**VI. MONTHLY REPORTS**

**A) Superintendent's Report**

1) Principal Monthly Board Reports

**B) Presentation of Monthly Financial Reports, Investment Reports, and Budget Update**

**VII. NEW ITEMS**

A) Consider Board Resolution Extending Depository Contract for Funds of Independent School Districts Under Texas Education Code, Chapter 45, Subchapter G, School District Depositories

**Action(s) :**

Move to approve Board Resolution Extending Depository Contract for Funds of Independent School Districts Under Texas Education Code, Chapter 45, Subchapter G, School District Depositories. This motion, made by Carlton Carrington and seconded by Michael Morehead, Passed.

**Voting Detail:**

Carlton Carrington:	Yea
Stacey Davis:	Absent
Tommy Henry:	Yea
Willie Lancon:	Yea
Michael Morehead:	Yea
John Redman:	Yea
Kaley Smith:	Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

B) Consider Property Casualty, Auto, and Liability Insurance

**Action(s) :**

Move to approve Casualty, Auto, and Liability Insurance with TASB Risk Management Fund as recommended by the Administration. This motion, made by Willie Lancon and seconded by John Redman, Passed.

**Voting Detail:**

Carlton Carrington:	Yea
Stacey Davis:	Absent
Tommy Henry:	Yea
Willie Lancon:	Yea
Michael Morehead:	Yea
John Redman:	Yea
Kaley Smith:	Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

C) Consider Student Athletic Insurance

**Action(s) :**

Move to approve Student Athletic Insurance with The Brokerage Store as recommended by the Administration. This motion, made by Michael Morehead and seconded by Willie Lancon, Passed.

**Voting Detail:**

Carlton Carrington:	Yea
Stacey Davis:	Absent
Tommy Henry:	Yea
Willie Lancon:	Yea
Michael Morehead:	Yea
John Redman:	Yea
Kaley Smith:	Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

D) Consider Budget Transfers

**Action(s):**

Move to approve budget transfers as presented.  
This motion, made by John Redman and seconded by Kaley Smith, Passed.

**Voting Detail:**

Carlton Carrington: Yea  
Stacey Davis: Absent  
Tommy Henry: Yea  
Willie Lancon: Yea  
Michael Morehead: Yea  
John Redman: Yea  
Kaley Smith: Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

E) Consider Minutes of April 26, 2021, Regular Meeting and May 6, 2021, Special Meeting

**Action(s):**

Move to approve Minutes of April 26, 2021, Regular Meeting (as corrected) and May 6, 2021, Special Meeting. This motion, made by Willie Lancon and seconded by John Redman, Passed.

**Voting Detail:**

Carlton Carrington: Yea  
Stacey Davis: Absent  
Tommy Henry: Yea  
Willie Lancon: Yea  
Michael Morehead: Abstain (Without Conflict)  
John Redman: Yea  
Kaley Smith: Yea

**Voting Summary:** Yea: 5, Nay: 0, Absent: 1, Abstain (Without Conflict): 1

F) Consider Budget for the Tri-County East Regional Day School Program for the Deaf Shared Services Agreement

**Action(s):**

Move to approve the Tri-County East Regional Day School Program for the Deaf Shared Services Agreement. This motion, made by Willie Lancon and seconded by Kaley Smith, Passed.

**Voting Detail:**

Carlton Carrington: Yea  
Stacey Davis: Absent  
Tommy Henry: Yea  
Willie Lancon: Yea  
Michael Morehead: Yea  
John Redman: Yea  
Kaley Smith: Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

G) Discuss Elementary and Secondary School Emergency Relief Fund (ESSER), Consider ESSER Personnel Positions, and Consider Designating Hiring Authority for ESSER Positions to Superintendent

**Action(s) :**

Move to approve the hiring of an Elementary ESL Interventionist, Elementary and Secondary Counselors, an Academic Dean/Instructional Coach, a District Assessment Coordinator, and a Licensed Vocational Nurse using ESSER funding and designate hiring authority to the Superintendent. These positions will be for a term of one up to three years. This motion, made by Willie Lancon and seconded by Carlton Carrington, Passed.

**Voting Detail:**

Carlton Carrington: Yea  
Stacey Davis: Absent  
Tommy Henry: Yea  
Willie Lancon: Yea  
Michael Morehead: Yea  
John Redman: Yea  
Kaley Smith: Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

H) Discuss COVID-19 Protocol for the 2021-2022 School Year

I) Discuss TASB Virtual SLI

J) Discuss Date for Budget Workshop  
The Budget Workshop will be held July 26<sup>th</sup> at 5:00 pm.

**VIII. CLOSED SESSION**

A) Discussion/Evaluation of Personnel: Texas Government Code 551.074

B) Consultation with Board Attorney Regarding All Matters As Authorized By Law: Texas Government Code Section 551.071

C) Deliberation Regarding Economic Development Negotiations: Texas Government Code 551.087

**IX. RECONVENE INTO OPEN SESSION**

**X. TAKE ACTION ON ITEM(S) DISCUSSED IN CLOSED SESSION**

**XI. Consider Hiring Speech Language Pathologist**

**Action(s) :**

Move to approve hiring Devan Smith as Speech Language Pathologist on a One Year Non Chapter 21 Contract. This motion, made by Willie Lancon and seconded by John Redman, Passed.

**Voting Detail:**

Carlton Carrington: Yea  
Stacey Davis: Absent  
Tommy Henry: Yea

Willie Lancon: Yea  
Michael Morehead: Yea  
John Redman: Yea  
Kaley Smith: Yea  
**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

**XII. Consider Additional Personnel Position  
Maintenance/Athletic Secretary**

**Action(s):**

Move to approve adding the position of Maintenance/Athletic Secretary. This motion, made by John Redman and seconded by Willie Lancon, Passed.

**Voting Detail:**

Carlton Carrington: Yea  
Stacey Davis: Absent  
Tommy Henry: Yea  
Willie Lancon: Yea  
Michael Morehead: Yea  
John Redman: Yea  
Kaley Smith: Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

**XIII. ADJOURNMENT**

**Action(s):**

I move to adjourn at 8:36 p.m. This motion, made by John Redman and seconded by Willie Lancon, Passed.

**Voting Detail:**

Carlton Carrington: Yea  
Stacey Davis: Absent  
Tommy Henry: Yea  
Willie Lancon: Yea  
Michael Morehead: Yea  
John Redman: Yea  
Kaley Smith: Yea

**Voting Summary:** Yea: 6, Nay: 0, Absent: 1

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Board President

Secretary

**Sexual Abuse,  
Trafficking, and  
Maltreatment  
Policies and  
Programs**

A district shall provide child abuse antivictimization programs in elementary and secondary schools. *Education Code 38.004*

A district shall adopt and implement a policy addressing sexual abuse, sex trafficking, and other maltreatment of children, to be included in the district improvement plan [see BQ] and any information handbook provided to students and parents. *Education Code 38.0041(a)*

The policy included in any informational handbook provided to students and parents must address the following:

1. Methods for increasing staff, student, and parent awareness of issues regarding sexual abuse, trafficking, and other forms of maltreatment of children, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Actions a child who is a victim of sexual abuse, trafficking, or other maltreatment should take to obtain assistance and intervention; and
3. Available counseling options for students affected by sexual abuse, trafficking, or other maltreatment.

*19 TAC 61.1051(b)(3)*

**Definitions**

Child Abuse or  
Neglect

The definition of child abuse or neglect includes the trafficking of a child in accordance with Education Code 38.004.

Other Maltreatment

This term has the meaning assigned by Human Resources Code 42.002.

Trafficking of a  
Child

This term has the meaning assigned by Penal Code 20A.02(a)(5), (6), (7), or (8).

*19 TAC 61.1051(a)*

**Duty to Report**

By Any Person

Any person who has cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person shall immediately make a report as required by law. *Family Code 261.101(a)*

*Abuse of Persons  
with Disabilities*

A person having cause to believe that a person with a disability is in a state of abuse, neglect, or exploitation shall report the information immediately to the Texas Department of Family and Protective Services (DFPS).

A person commits a Class A misdemeanor if the person has cause to believe that a person with a disability has been abused, neglected, or exploited or is in a state of abuse, neglect, or exploitation and knowingly fails to report.

A person filing a report or testifying or otherwise participating in any judicial proceeding arising from a petition, report, or investigation is immune from civil or criminal liability on account of his or her petition, report, testimony, or participation, unless the person acted in bad faith or with a malicious purpose.

*Human Resources Code 48.051, .052, .054*

By a Professional

Any professional who has cause to believe that a child has been or may be abused or neglected shall make a report as required by law. The report must be made within 48 hours after the professional first suspects abuse or neglect.

A professional may not delegate to or rely on another person to make the report.

A "professional" is a person who is licensed or certified by the state or who is an employee of a facility licensed, certified, or operated by the state and who, in the normal course of official duties or duties for which a license or certification is required, has direct contact with children. The term includes teachers, nurses, doctors, day-care employees, and juvenile detention or correctional officers.

*Family Code 261.101(b)*

Adult Victims of Abuse

A person or professional shall make a report in the manner required above if the person or professional has cause to believe that an adult was a victim of abuse or neglect as a child and the person or professional determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly person or person with a disability. *Family Code 261.101(b-1)*

Psychotropic Drugs and Psychological Testing

An employee may not use or threaten to use the refusal of a parent, guardian, or managing or possessory conservator to administer or consent to the administration of a psychotropic drug to a child, or to consent to any other psychiatric or psychological testing or treatment of the child, as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or

2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

*Education Code 26.0091; Family Code 261.111(a)* [See FFEB]

**Contents of Report**

The report should reflect the reporter's belief that a child has been or may be abused or neglected or has died of abuse or neglect. The person making the report shall identify, if known:

1. The name and address of the child;
2. The name and address of the person responsible for the care, custody, or welfare of the child; and
3. Any other pertinent information concerning the alleged or suspected abuse or neglect.

*Family Code 261.102, .104*

**To Whom Reported**

If the alleged or suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is made under item 4, below, or the report involves a juvenile justice program or facility [see JJAEPS, below].

All other reports shall be made to:

1. Any local or state law enforcement agency;
2. DFPS, Child Protective Services (CPS) Division;
3. A local office of CPS, where available; or
4. The state agency that operates, licenses, certifies, or registers the facility in which the alleged abuse or neglect occurred.

*Family Code 261.103(a); 19 TAC 61.1051(b)(1)–(2)*

**JJAEPs**

Any report of alleged abuse, neglect, or exploitation, as those terms are defined in Family Code 261.405, in a juvenile justice program or facility shall be made to the Texas Juvenile Justice Department and a local law enforcement agency for investigation. The term "juvenile justice program" includes a juvenile justice alternative education program. *Family Code 261.405(a)(4)(A), (b)*

**Immunity from Liability**

A person acting in good faith who reports or assists in the investigation of a report of alleged child abuse or neglect or who testifies or otherwise participates in a judicial proceeding arising from a report, petition, or investigation of alleged child abuse or neglect is immune from any civil or criminal liability that might otherwise be incurred or imposed. *Family Code 261.106*

A district may not suspend or terminate the employment of, or otherwise discriminate against, or take any other adverse employment action against a professional who makes a good faith report of abuse or neglect. *Family Code 261.110(b)* [See DG]

**Criminal Offenses**

Failure to Report

A person commits a Class A misdemeanor if he or she is required to make a report under Family Code 261.101(a) [see Duty to Report, above] and knowingly fails to make a report as provided by law.

A person who is a professional commits a Class A misdemeanor if the person is required to make a report under Family Code 261.101(b) [see Duty to Report] and knowingly fails to make a report as provided by law. The professional commits a state jail felony if he or she intended to conceal the abuse or neglect.

*Family Code 261.109*

False Report

A person commits an offense if, with the intent to deceive, the person knowingly makes a report of abuse and neglect that is false. The offense is a state jail felony, except that it is a felony of the third degree if the person has previously been convicted of the offense. *Family Code 261.107(a)*

Coercion

A public servant, including as a school administrator, who coerces another into suppressing or failing to report child abuse or neglect to a law enforcement agency commits a Class C misdemeanor offense. *Penal Code 39.06*

**Confidentiality of Report**

A report of alleged or suspected abuse or neglect and the identity of the person making the report is confidential and not subject to release under Government Code Chapter 552 (Public Information Act), and may be disclosed only for purposes consistent with the Family Code and applicable federal or state law or under rules adopted by an investigating agency. *Family Code 261.201(a)(1)*

Unless waived in writing by the person making the report, the identity of an individual making a report under this chapter is confidential and may be disclosed only to a law enforcement officer for the purposes of a criminal investigation of the report, or as ordered by a court under Family Code 261.201. *Family Code 261.101(d)*

**SBEC Disciplinary Action**

The State Board for Educator Certification (SBEC) may take any of the actions listed in 19 Administrative Code 249.15(a) (impositions, including revocation of a certificate and administrative penalties) based on satisfactory evidence that the person has failed to report or has hindered the reporting of child abuse pursuant to Family Code 261.001, or has failed to notify the SBEC, the commissioner of education, or the school superintendent or director under the circumstances and in the manner required by Education Code

21.006, 21.0062, 22.093, and 19 Administrative Code 249.14(d)–  
(f). *19 TAC 249.15(b)(4)*

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**Note:** The following legal provisions address child abuse and neglect investigations generally. See GRA for additional legal provisions addressing notification requirements and right of access to students when DFPS investigates reports of abuse and neglect at school.

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### Investigations

#### Reports to District

If DFPS initiates an investigation and determines that the abuse or neglect involves an employee of a public elementary or secondary school, and that the child is a student at the school, the department shall orally notify the superintendent of the district in which the employee is employed. *Family Code 261.105(d)*

On request, DFPS shall provide a copy of the completed report of its investigation to the board, the superintendent, and the school principal, unless the principal is alleged to have committed the abuse or neglect. The report shall be edited to protect the identity of the person who made the report. *Family Code 261.406(b)*

#### Interview of Student

The investigating agency shall be permitted to interview the child at any reasonable time and place, including at the child's school. *Family Code 261.302(b)* [See GRA]

#### Interference with Investigation

A person may not interfere with an investigation of a report of child abuse or neglect conducted by DFPS. *Family Code 261.303(a)*

#### Confidentiality

A photograph, videotape, audiotape, or other audio or visual recording, depiction, or documentation of a child that is made by DFPS in the course of an inspection or investigation is confidential, is not subject to release under the Texas Public Information Act, and may be released only as required by state or federal law or rules adopted by the DFPS. *Human Resources Code 42.004*

### Reporting Policy

A board shall adopt and annually review policies for reporting child abuse and neglect. The policies shall follow the requirements of Family Code Chapter 261. *19 TAC 61.1051(b)*

The policies must require every school employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect to submit a written or oral report to at least one of the authorities listed above [see To Whom Reported, above] within 48 hours or less, as determined by the board, after learning of facts giving rise to the suspicion. *19 TAC 61.1051(b)(1)*

The policies must be consistent with the Family Code, Chapter 261, and 40 Administrative Code Chapter 700 (CPS) regarding investigations by DFPS, including regulations governing investigation of abuse by school personnel and volunteers. [See GRA]

The policies must require a report to DFPS if the alleged abuse or neglect involves a person responsible for the care, custody, or welfare of the child and must notify school personnel of the following:

1. Penalties under Penal Code 39.06 (misuse of official information), Family Code 261.109 (failure to report), and 19 Administrative Code Chapter 249 (actions against educator's certificate) for failure to submit a required report of child abuse or neglect;
2. Applicable prohibitions against interference with an investigation of a report of child abuse or neglect, including:
  - a. Family Code 261.302 and 261.303, prohibiting school officials from denying an investigator's request to interview a student at school; and
  - b. Family Code 261.302, prohibiting school officials from requiring the presence of a parent or school administrator during an interview by an investigator.
3. Immunity provisions applicable to a person who reports child abuse or neglect or otherwise assists an investigation in good faith;
4. Confidentiality provisions relating to a report of suspected child abuse or neglect;
5. Any disciplinary action that may result from noncompliance with a district's reporting policy; and
6. The prohibition under Education Code 26.0091 [see Psychotropic Drugs and Psychological Testing, above].

*19 TAC 61.1051(b)(2)*

The policies may not require that school personnel report suspicions of child abuse or neglect to a school administrator before making a report to one of the agencies listed above.

The policies must:

1. Include the current toll-free number for DFPS;
2. Provide for cooperation with law enforcement child abuse investigations without the consent of the child's parent, if necessary, including investigations by DFPS; and

3. Include child abuse anti-victimization programs in elementary and secondary schools consisting of age-appropriate, research-based prevention designed to promote self-protection and prevent sexual abuse and trafficking.

*19 TAC 61.1051(b)(5)–(b)(8)*

Annual Distribution  
and Staff  
Development

The policies required by these provisions and adopted by the board shall be distributed to all personnel at the beginning of each school year. The policies shall be addressed in staff development programs at regular intervals determined by a board. *19 TAC 61.1051(c)* [See also DH and GRA]

[For training requirements under these provisions, see DMA.]

**Required Poster**

Using a format and language that is clear, simple, and understandable to students, each public school shall post, in English and in Spanish:

1. The current toll-free DFPS Abuse Hotline telephone number;
2. Instructions to call 911 for emergencies; and
3. Directions for accessing the DFPS [Texas Abuse Hotline website](#)<sup>1</sup> for more information on reporting abuse, neglect, and exploitation.

A district shall post the information specified above at each school campus in at least one high-traffic, highly and clearly visible public area that is readily accessible to and widely used by students. The information must be on a poster (11x17 inches or larger) in large print and placed at eye-level to the student for easy viewing. Additionally, the current toll-free Texas Department of Family and Protective Services Abuse Hotline telephone number should be in bold print.

*Education Code 38.0042; 19 TAC 61.1051(e)–(f)*

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<sup>1</sup> Texas Abuse Hotline website: <https://www.txabusehotline.org/>

(LOCAL) Policy Action List

ANAHUAC ISD(036901) - Update / LDU 117

CH(LOCAL): PURCHASING AND ACQUISITION

CV(LOCAL): FACILITIES CONSTRUCTION

DEC(LOCAL): COMPENSATION AND BENEFITS - LEAVES AND ABSENCES

PURCHASING AND ACQUISITION

CH  
(LOCAL)

**Purchasing  
Authority**

The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs ~~\$25,000~~\$25,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Exception for  
Emergency  
Contracts

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]

Purchasing  
Procedures

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

Purchasing Method

The Board delegates to the Superintendent the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.

*Competitive  
Bidding*

If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

The District may reject any and all bids in accordance with state or federal law, as applicable.

*Competitive  
Sealed Proposals*

If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified

PURCHASING AND ACQUISITION

CH  
(LOCAL)

time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The District may reject any and all proposals in accordance with state or federal law, as applicable.

**Electronic Bids or Proposals**

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

**Responsibility for Debts**

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

**Purchase Commitments**

All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

**Personal Purchases**

District employees shall not be permitted to make purchases for personal use through the District's business office.

**Compliance with Law**

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

**Construction Contracts**

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above ~~\$25,000~~\$25,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

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**Note:** For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

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**Change Orders**

Change orders permitted by law shall be approved prior to any changes being made in the approved plans or the actual construction of the facility.

Change orders valued at or above ~~\$25,000~~\$25,000 shall require Board approval. The Superintendent shall be authorized to approve change orders of a lesser amount.

**Project Administration**

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

**Final Payment**

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

Leave Administration

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

**Definitions**

The term "immediate family" is defined as:

Immediate Family

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

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

Family Emergency

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

Leave Day

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

School Year

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

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

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~~Serious Illness or Injury~~

~~A serious illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Pregnancy-related conditions shall be treated as any other condition.~~

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

**Availability**

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

**~~State Earning~~ Leave**

~~An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.~~

**Deductions**

~~Leave Without Pay~~

~~The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.~~

~~Leave Proration~~

~~Employed for  
Less Than Full  
Year~~

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

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

~~7. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and~~

~~8. Local leave the employee used but had not earned as of the date of separation.~~

~~Employed for Full  
Year~~

~~If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.~~

**Recording**

~~Leave shall be recorded as follows:~~

~~9. Leave shall be recorded in half-day increments for all employees.~~

~~10. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.~~

**Order of Use**

~~Earned compensatory time shall be used before any available paid state and local leave. [See DEAB]~~

~~Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:~~

~~11. Local leave.~~

~~12. State sick leave accumulated before the 1995-96 school year.~~

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

**Concurrent Use of Leave**

~~13. State personal leave.~~

~~When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.~~

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

~~An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.~~

**Medical Certification**

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

1. The employee is absent more than three consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
- ~~3.~~ 3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition ~~or that of the employee's~~ spouse, parent, or child; or
- ~~4.3.~~ 4.3. ~~The employee requests FMLA leave~~ for military caregiver leave purposes.

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

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

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**State Personal Leave**

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

~~Nondiscretionary/Non-Discretionary~~ Nondiscretionary/Non-Discretionary Use

~~Nondiscretionary/Non-discretionary~~ use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. ~~;~~ as follows: [See DEC(LEGAL)]

- ~~5. Illness of the employee.~~
- ~~6. Illness of a member of the employee's immediate family.~~
- ~~7. Family emergency.~~

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

	<p><del>8. Death in the employee's immediate family.</del></p> <p><del>[See DEC(LEGAL)]</del><u>Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.</u></p>
Discretionary Use	Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.
<i>Limitations</i>	
Request for Leave	<del>submit a written</del> <u>In deciding whether to approve or deny a</u> The employee shall <del>submit a written</del> request for discretionary use of state personal leave, <del>to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee</del> shall not seek or consider the reasons for which an employee requests to use leave. The supervisor <del>or designee</del> shall, however, consider the <u>duration of the requested absence in conjunction with the</u> effect of the employee's absence on the educational program <del>and/or</del> District operations, as well as the availability of substitutes.
<i>Duration of Leave</i>	Discretionary use of state personal leave shall not exceed five consecutive workdays.
Local Leave	<del>Each employee</del> <u>All employees</u> shall earn five, six, or seven paid local leave days per school year based on the number of months of service required by <u>the position</u> <del>their positions and</del> in accordance with administrative regulations.
	Local leave shall accumulate to a maximum of 120 <u>leave days</u> <del>workdays</del> .
	Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]
Family and Medical Leave	<u>FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.</u>
	<hr/> <b>Note:</b> <u>See DECA(LEGAL) for provisions addressing FMLA.</u> <hr/>
Twelve-Month Period	For purposes of an employee's entitlement to FMLA leave, the 12-month period shall begin on the first duty day of the school year.
Combined Leave for Spouses	<u>When</u> <del>If</del> both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

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	<p>total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. <del>[See DECA(LEGAL)]</del></p>
Intermittent or Reduced Schedule Leave	<p>The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. <del>[See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.]</del></p>
Certification of Leave	<p><del>When</del>If an employee requests leave, the employee shall provide certification, <del>in accordance with as required by</del> FMLA regulations, of the need for leave. <del>[See DECA(LEGAL)]</del></p>
Fitness-for-Duty Certification	<p><del>In accordance with administrative regulations, when</del>If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. <del>If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.</del></p>
<del>Leave at the End of Semester Leave</del>	<p><del>When</del>If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. <del>[See DECA(LEGAL), Leave at the End of a Semester]</del></p>
<del>Failure to Return</del>	<p><del>If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), Recovery of Benefit Cost]</del></p>
Temporary Disability Leave	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent <del>or designee</del> as a request for temporary disability leave.</p> <p><u>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</u></p>

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Noncertified  
Employees

A noncertified employee shall be granted ~~by the Superintendent~~ up to 90 days of unpaid temporary disability leave. A noncertified employee may be reinstated following temporary disability leave if:

1. The position is available; and
2. The employee reports to his or her supervising administrator within three days following release by the health-care provider and presents medical certification of fitness for duty.

If the employee's position is unavailable when he or she the employee requests reinstatement, the employee may be placed on the substitute list for the position and may be considered for any subsequent vacancy for which the employee is qualified.

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

**Workers'  
Compensation**

**Note:** Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. ~~[See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]~~

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

No Paid Leave  
Offset

~~The District shall not permit the option~~An employee eligible for paid leave offset in conjunction with workers' compensation income benefits. ~~[See CRE], and not on assault leave, may elect in writing to use paid leave.~~

**Court Appearances**

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

**Payment Reimbursement for  
Accumulated Leave  
Upon Separation**

The following leave provisions shall apply to local leave ~~accumulated~~earned beginning on the original effective date of this program.

An employee who separates from employment with the District shall be eligible for ~~payment reimbursement~~ for accumulated local leave under the following conditions:

1. The employee's separation from employment is voluntary, i.e., the employee is retiring or resigning and is not being discharged or nonrenewed.

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2. The employee has at least five years of service with the District.

The employee shall ~~receive payment~~~~be reimbursed~~ for each day of ~~local leave in the employee's~~ "accumulated ~~local leave for pay~~" ~~balance~~, to a maximum of 20 days, at his or her daily rate at the time of retirement or resignation.

An employee who has retired or resigned and returned to employment with the District shall not be eligible for this benefit.

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