

Agenda of Regular Meeting

The Board of Trustees Anahuac Independent School District

A Regular Meeting of the Board of Trustees of Anahuac Independent School District will be held February 28, 2022, beginning at 6:00 PM in the Anahuac Elementary School Cafeteria, 905 South Ross Sterling, 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. STUDENT Recognition
- IV. STAFF Recognition
- V. MONTHLY REPORTS
 - A) Superintendent's Report
 - 1) Principal Reports
 - B) Presentation of Monthly Financial Reports, Investment Reports, and Budget Update
- VI. NEW ITEMS
 - A) Consider Budget Calendar
 - B) Consider Minutes of January 24, 2022 Regular Meeting
 - C) Consider Delegating Teacher Hiring Authority to Superintendent Commencing March 1, 2022 through May 31, 2022
 - D) Consider Revised Order of Election and Exhibits A&B
 - E) Consider Joint Contract for Election Services with County Clerk of Chambers County
- VII. CLOSED SESSION
 - A) Discussion/Evaluation of Personnel: Texas Government Code 551.074
 - B) Discuss Administrator Contracts: Texas Government Code 551.074
 - C) Consultation with Board Attorney Regarding All Matters As Authorized By Law: Texas Government Code Section 551.071
- VIII. RECONVENE INTO OPEN SESSION
- IX. TAKE ACTION ON ITEM(S) DISCUSSED IN CLOSED SESSION
 - A) Consider Administrator Contracts
 - B) Consider Hiring High School History Teacher/Coach
 - C) Consider Additional Special Education Aide Position

X. ADJOURNMENT

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 ELEMENTARY

#betheone

Grade	Enrolled	Percent Attendance
PK + 4 EE	49 + 4	93% & 84%
K	108	91
1	95	93
2	109	94
3	98	94
4	101	93
5	103	95
Total as of February 23, 2022	667	93

Instructional Focus: SEL and Growth

AES has been focusing on growing our students not only academically but socially and emotionally. Our counselors do an incredible job supporting our campus with character lessons, individual student services, groups, and any need that arises to help our students be successful navigating post-COVID school (which is more challenging than ever for many). We are so appreciative of the addition of Mrs. Amy Ritch to our counseling team and campus. Thank you AISD Board for approving the additional counselor. She and Mrs. Cunningham work tirelessly to help our students and staff be successful!

AES 4th graders participated in the STAAR Math FIELD Test on February 15th. All 3rd-5th grade students participated in the STAAR Interim Tests February 22-24. Teachers will be using this data to form instructional groups to prepare our students for the STAAR Test in May.

Our campus hosted a Family Night at the Book Fair on February 17. It was GREAT having families on campus and supporting reading with our students! We also supported National FFA Week and Go Texan Day with a Petting Zoo hosted by our Anahuac FFA students.

Our students also enjoyed a little silliness on 2/2/22 with tutus and ties and 2/22/22 with Doubles/Twin Day!

ANAHUAC ELEMENTARY



"Be the change you wish to see in the world." - Mahatma Gandhi

ANAHUAC ELEMENTARY

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Discipline Referrals							
Violation Student Code	Aggressive Behavior	Bus Referrals	Disruptive Behavior	Disrespect	Dress Code	Insubordination	Obscene Behavior
		UNDER CONSTRUCTION					

Celebrations!

Our AMAZING counselors, Mrs. Cunningham and Mrs. Ritch
Thank you UIL coaches!!

AES Pawsome Students:

UIL Award Winners

FEBRUARY-MARCH 2022

- February 28—Board Meeting
- February 28-March 4—Celebrating Dr Seuss Week
- March 2—Dr Seuss' Birthday! Read Across America Day!
- March 7-11—Spring Break!!
- March 13—Daylight Saving Time starts
- March 17—St Patrick's Day
- March 24—NEHS Induction Ceremony
- March 29-30—Financial Literacy Presentation

By Stacey Davis, Anahuac National Bank

ANAHUAC ELEMENTARY



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AMS February 2022 Board Report

We will be honoring our awesome counselor, Mrs. Munoz. Our AMS Scholar recipients are Ivan Salazar, Anahi Plancarte, Cullen Cotton, and Jonathan Figueroa. Our AMS Character recipients are Francisco Chavez, Mia Nolan, Maya Finnex, and Lana Bogue.

- AISD College shirt day was **February 2**. We also had an AMS Faculty Meeting to discuss the data collected from the Interim tests.

- "Celebrate Our Differences" was held on **February 3rd and 17th** for AMS girl's PE classes. This is something the Girl Scouts have conducted for our campus the past several years to help girls have better self-esteem and other positive characteristics.

- Realtor Karen Green treated our teachers to Chili Dog Lunch on **February 9**.

- February 11th** AMS held a Presentation on Teen Dating Violence during homeroom for 7th and 8th grades put on by Bay Area Turning Point.

- Teacher Work Day and Staff Meeting on **February 14**. Teachers were in meetings in the morning. In the afternoon, teachers discussed putting students in homeroom rotations according to the data of the Interim tests.

- AMS celebrated Kindness Week **February 15th - 18th**. The 15th was Work Out Your Problems (Dress in your Work out Clothes), the 16th was Powered by Kindness (Dress Like a Super Hero), 17th Highlight Kindness (Dress in Neon Colors), and on the 18th Rock Out for Kindness (Dress Like a Rock Star).

- AMS Cheer Parent Meeting was on **February 17**. 35 girls will be trying out for Cheer and 3 girls will be trying out for Mascot.

Upcoming Events:

- AMS Cheer Camp starts on **February 24** at 4:30pm and Cheer Tryouts will be **March 3rd**.

Discipline for February: Total discipline occurrences was 73 offences involving 46 students.

Offense	6 th grade	7 th grade	8 th grade	Total Offenses
Violation of Student Code	0	0	1	1
Fighting	0	2	0	2
Aggressive Behavior	0	1	0	1
Bus Referral	2	0	0	2
Cheating	0	0	2	2
Cursing	0	3	0	3
Disruptive Behavior	2	4	1	7
Disrespectful	0	3	4	7
Dress Code Violation	0	5	4	9
Damage to School Property	1	0	0	1
Inappropriate Use Electronic Device	0	0	1	1
Horse Play	1	2	4	7
Insubordination	0	11	3	14
Obscene Lang/Gest/Material	1	3	1	5
Cell Phone	0	2	3	5
Skiping Class	1	5	0	4
Stealing	0	0	1	1

Ending enrollment on February 22 was 328 for AMS with 6 AMS students at DAEP.

2021-2022
Anahuac High School
February
Board Report

Goal I: Increase academic achievement by strengthening educational programs for all students:

- English classes: Seniors are reading Macbeth and learning about Shakespeare. Sophomores are writing a rhetorical analy
- Eng 4 are reading Shakespeare's tragedy Macbeth. English Honors 2 are reading The Great Gatsby along with working STAAR writing. Creative Writing classes are learning strategies to pass STAAR.
- College Transition students are working on Apply Texas Essays.
- Biology has begun a unit on genetics and is practicing monohybrid and dihybrid crosses. Students did a lab that required them to flip a coin to determine traits for their "baby" and draw them out.
- Algebra II will be studying cubic, cube root and rational/reciprocal functions this 6 weeks. In Algebra I pullouts, we will continue practicing STAAR level questions in preparation for testing in May.
- Geometry is studying Polygons, and College Transition is working on a Finance Lesson.
- College Prep Math students are comparing Exponential growth and decay models to linear functions and studying credit cards as well. Precalculus have started on Trigonometry, Math of Models are testing over Simple and Compound Interest today and Honors Algebra 2 will soon do a Project over Polynomial Functions.

Goal II: Recruit develop and retain excellent and highly qualified staff

- TELPAS Training
- Faculty morale booster activities throughout the month.

Goal III: Facility and Technology

- Cambium Online STAAR Assessment Training

Goal IV; Provide a safe and respectful learning environment that promotes character education and student independence

- Bay Area Turning Point Teen Dating Violence Presentation

Upcoming events

2/28 - US History Interim

- 3/1 - Interim Algebra 1 Testing

- 2/28- 3/2 Cheerleading Clinic and tryout on 3/3
- 3/2- Interim Biology Testing
- 3/16- TELPAS Testing
- 3/23- SAT Testing

Student/Staff Incentive

Staff: Whitney Dreaden

Student: Jarelis Hernandez, Landon Corbitt, Zyon Clark, Christian Sanchez

Staff Development Trainings Scheduled Data

- February 14th- Cambium Online STAAR Training and TELPAS

Enrollment

- 9th -121
- 10th - 112
- 11th - 97
- 12th - 74

Total 404

Counselor's Office

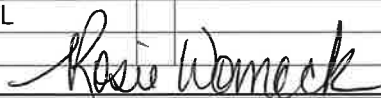
- Bay Area Turning Point Teen Dating Violence Presentation
- Lee College presented to Juniors on Life after High School
- Lee College did My Next Move interest inventory with Juniors
- What to Expect after High School presentation for Seniors
- National Guard presentation to Seniors
- Activities for National Have Fun at Work Day for Teachers
- Lee College Job Corp Presentation to eligible seniors
- Local Scholarships were sent out, due March
- KPRC2 Scholarship Presentation
- Met with Omni Point Health for Vaping Presentations
- Videos for Academic Advisory over Procrastination and Social Media Awareness
- Houston Livestock Show and Rodeo Scholarship Presentation
- Valentine's Day Exchange with Teachers
- Valentine's Day red snacks
- Bubblegum for National Bubble Gum Day
- Suckers for National Random Acts of Kindness Day

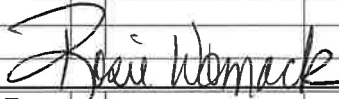
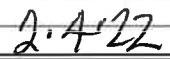
ANAHUAC INDEPENDENT SCHOOL DISTRICT
GENERAL FUNDS INVESTMENT LOG

1/31/2022

EOM Bank

MONTHLY

Balance	CD #	Purchased	Matures	Rate	INVESTED	Current	Interest
	FIRST PUBLIC	9/30/2021		0.0051	\$ 1,724,617.73		3.20
	FIRST PUBLIC	9/30/2021		0.0796	\$ 11,051,182.39		748.62
\$208,435.64	TEXAS CLASS	9/30/2021		0.0443	\$ 51,282.72		1.85
	FIRST PUBLIC	10/31/2021		0.0051	\$ 1,270,487.59		1.63
	FIRST PUBLIC	10/31/2021		0.0792	\$ 11,771,998.85		816.46
\$130,365.23	TEXAS CLASS	10/31/2021		0.0435	\$ 51,284.60		1.88
	FIRST PUBLIC	11/30/2021		0.0051	\$ 9,531.48		2.48
	FIRST PUBLIC	11/30/2021		0.0847	\$ 12,435,832.86		834.01
\$527,006.51	TEXAS CLASS	11/30/2021		0.0539	\$ 51,286.89		2.29
	FIRST PUBLIC	12/31/2021		0.0051	\$ 302,935.30		0.73
	FIRST PUBLIC	12/31/2021		0.0987	\$ 11,862,396.46		1,007.47
\$484,470.75	TEXAS CLASS	12/31/2021		0.0682	\$ 51,289.89		3.00
	FIRST PUBLIC	1/31/2022		0.0076	\$ 6,858.77	\$ 6,858.77	1.07
	FIRST PUBLIC	1/31/2022		0.1222	\$ 12,303,648.17	\$ 12,303,648.17	1,251.71
\$2,067,458.76	TEXAS CLASS	1/31/2022		0.0965	\$ 51,294.09	\$ 51,294.09	4.20
TOTAL						\$ 12,361,801.03	\$ 1,573.64
							
SIGNATURE					DATE		
					2.4.22		

ANAHUAC INDEPENDENT SCHOOL DISTRICT							
INTEREST AND SINKING INVESTMENT LOG							
				AS OF	1/31/2022		
EOM BANK	CD #	Purchased	Matures	Rate	CD AMT./POOL AMT	Current	Interest
	FIRST PUBLIC	8/31/2021		0.0839	\$ 626,806.95		\$44.68
\$412,253.03	Texas Class	8/31/2021		0.0506	\$ 27,660.84		\$1.21
	FIRST PUBLIC	9/30/2021		0.0796	\$ 627,614.97		\$41.02
\$420,880.80	Texas Class	9/30/2021		0.0443	\$ 27,661.82		\$0.98
	FIRST PUBLIC	10/31/2021		0.0792	\$ 627,657.21		\$42.24
\$429,159.26	Texas Class	10/31/2021		0.0435	\$ 27,662.80		\$0.98
	FIRST PUBLIC	11/30/2021		0.0847	\$ 627,700.88		\$43.67
\$459,234.56	Texas Class	11/30/2021		0.0539	\$ 27,664.05		\$1.25
	FIRST PUBLIC	12/31/2021		0.0987	\$ 627,753.50		\$52.62
\$824,401.65	Texas Class	12/31/2021		0.0692	\$ 27,665.67		\$1.62
	FIRST PUBLIC	1/31/2022		0.1222	\$ 627,818.66	\$ 627,818.66	\$65.16
\$174,704.59	Texas Class	1/31/2022		0.0965	\$ 27,667.95	\$ 27,667.95	\$2.28
TOTAL						\$ 655,486.61	\$45.89
							
SIGNATURE						DATE	

ANAHUAC INDEPENDENT SCHOOL DISTRICT						
GENERAL CAPITAL PROJECTS INVESTMENT LOG						
AS OF		1/31/2022				
MONTHLY						
CD #	Purchased	Matures	Rate	INVESTED	Current	Interest
FIRST PUBLIC	9/30/2021		0.0796	\$ 11,108.97		\$ 0.73
TEX CLASS	9/30/2021		0.0443	\$ 3,995.58		\$ 0.11
FIRST PUBLIC	10/31/2021		0.0792	\$ 11,109.72		\$ 0.75
TEX CLASS	10/31/2021		0.0435	\$ 3,995.66		\$ 0.08
FIRST PUBLIC	11/30/2021		0.0847	\$ 11,110.49		\$ 0.77
TEX CLASS	11/30/2021		0.0539	\$ 3,995.90		\$ 0.24
FIRST PUBLIC	12/31/2021		0.0987	\$ 11,111.42		\$ 0.93
TEX CLASS	12/31/2021		0.0692	\$ 3,996.17		\$ 0.27
FIRST PUBLIC	1/31/2022		0.1222	\$ 11,112.57	\$ 11,112.57	\$ 1.15
TEX CLASS	1/31/2022		0.0965	\$ 3,996.47	\$ 3,996.47	\$ 0.30
				TOTAL	\$ 15,109.04	\$ 6.72
Signature	<i>Roxie Womach</i>		Date	<i>2-4-22</i>		

One Page expenditure summary - Fund 199 Only
1-31-2022

		2021-2022 Revised Budget	2021-22 Actual Expenditures	Remaining	% Exp			2021-2022 Revised Budget	2021-22 Actual Expenditures	Remaining	% Exp
Funds:						Objects:					
199	General Fund	\$14,721,720	\$5,485,222	\$9,236,498	37.26%	6100	Payroll Costs				
211	Title I-A Improving Basic Progra	\$332,961	\$170,969	\$161,992	51.35%	6112	Salaries for Substitute Teachers	\$123,138	\$76,997	\$46,141	62.53%
224	IDEA Part B (Special Education)	\$314,187	\$95,970	\$218,217	30.55%	6119	Salaries, Teachers & Professionals	\$7,889,342	\$2,621,256	\$5,268,086	33.23%
225	IDEA Part B (Pre-School)	\$16,039	\$6,584	\$9,455	41.05%	6121	Extra Duty Pay, Overtime Support P	\$86,602	\$34,438	\$52,164	39.77%
240	Food Service	\$895,079	\$409,673	\$485,406	45.77%	6129	Salaries, Paraprofessional & Suppor	\$1,744,417	\$605,498	\$1,138,919	34.71%
244	Carl Perkins (Vocational)	\$17,709	\$17,709	\$0	100.00%	6141	Social Security / Medicare	\$732,327	\$240,199	\$492,128	32.80%
255	Title II, Principal Teacher trainir	\$59,693	\$9,661	\$50,032	16.18%	6142	Group Health Insurance	\$398,396	\$128,881	\$269,515	32.35%
263	Title III, LEP (Bilingual)	\$6,629	\$4,333	\$2,296	65.37%	6143	Workers Compensation	\$52,500	\$31,564	\$20,936	60.12%
289	Title IV, Part A	\$27,281	\$2,415	\$24,866	8.85%	6144	TRS On-Behalf Payments	\$500	\$278,923	-\$278,423	0.00%
289	Summer School LEP	\$1,475	\$0	\$0	0.00%	6145	Unemployment Compensation	\$8,000	\$10,477	-\$2,477	130.96%
410	State Textbook Fund	\$77,981	\$77,981	\$0	100.00%	6146	Teacher Retirement / TRS Care	\$386,369	\$158,872	\$227,497	41.12%
599	Debt Service	\$1,390,000	\$0	\$1,390,000	0.00%	6149	Employee Benefits (leave for pay)	\$65,100	\$20,237	\$44,863	31.09%
								\$11,486,691	\$4,207,343	\$7,279,348	36.63%
Functions:						6200 Professional & Contracted Services					
11	Instruction	7,904,756	2,641,331	5,263,425	33.41%	6211	Legal Services	\$9,000	\$2,155	\$6,845	23.95%
12	Library	83,259	27,494	55,765	33.02%	6212	Audit Services	\$51,700	\$27,000	\$24,700	52.22%
13	Curriculum & Staff Developmer	242,252	101,093	141,159	41.73%	6213	Tax Appraisal and Collection	\$75,000	\$17,666	\$57,334	23.56%
21	Instructional Leadership	322,006	128,923	193,083	40.04%	6219	Professional Services	\$166,308	\$47,823	\$118,485	28.76%
23	Campus Leadership	927,400	354,834	572,566	38.26%	6222	Student Tuition - Public Schools	\$0	\$0	\$0	0.00%
31	Counseling Services	326,033	129,020	197,013	39.57%	6223	Student Tuition - Other than Public	\$0	\$0	\$0	0.00%
33	Health Services	152,839	51,244	101,595	33.53%	6239	Education Service Center Services	\$22,800	\$11,483	\$11,317	50.36%
34	Student Transportation	535,339	196,634	338,705	36.73%	6249	Contracted Maintenance & Repair	\$361,176	\$123,965	\$237,211	34.32%
35	Food Services	52,309	1,008	51,301	1.93%	6259	Utilities	\$550,000	\$183,786	\$366,214	33.42%
36	Cocurricular/Extracurricular	861,187	345,431	515,756	40.11%	6269	Rentals - Operating Leases	\$94,700	\$13,858	\$80,842	14.63%
41	General Administration	703,915	282,705	421,210	40.16%	6291	Consulting Services	\$56,200	\$12,147	\$44,053	21.61%
51	Plant Maintenance & Operatio	2,053,872	1,001,496	1,052,376	48.76%	6299	Misc. Contracted Services	\$50,206	\$5,810	\$44,396	11.57%
52	Security & monitoring Services	13,500	5,340	8,160	39.56%			\$1,437,090	\$445,695	\$991,395	31.01%
53	Data Processing Services	435,655	199,840	235,815	45.87%	6300 Supplies & Materials					
61	Community Services	3,230	1,163	2,067	35.99%	6311	Gasoline & Other Fuels	\$35,000	\$17,935	\$17,065	51.24%
81	Facilities, Acquisition, & Constr	0	0	0	0.00%	6319	Supplies for Maintenance and Ope	\$169,500	\$72,967	\$96,533	43.05%
93	Payments to Fiscal Agent of SSA	29,168	0	29,168	0.00%	6321	Textbooks - Purchased Directly by A	\$3,600	\$0	\$3,600	0.00%
99	Other Intergovernmental Charg	75,000	17,666	57,334	23.56%	6329	Reading Materials, Library Books, S	\$3,050	\$0	\$3,050	0.00%
		\$14,721,720	5,485,222	9,236,498	37.26%	6339	Testing Materials	\$13,700	\$4,096	\$9,604	29.90%
						6341	Food	\$0	\$0	\$0	
						6342	Non Food	\$0	\$0	\$0	
						6344	USDA Commodities	\$0	\$0	\$0	
						6349	Food Service Supplies	\$0	\$0	\$0	
Organizations:						6399	Supplies, Equipment, General	\$477,417	\$154,210	\$323,207	32.30%
001	Anahuac High School	\$4,392,315	\$1,630,780	\$2,761,535	37.13%			\$702,267	\$249,208	\$453,059	35.49%
041	Anahuac Middle School	\$2,804,483	\$1,119,077	\$1,685,406	39.90%	6400 Other Operation Costs & Travel					
101	Anahuac Elementary	\$4,640,793	\$1,652,216	\$2,988,577	35.60%	6411	Travel - Staff	\$66,835	\$12,740	\$54,095	19.06%
701	District Office	\$337,203	\$141,886	\$195,317	42.08%	6412	Travel - Students	\$57,260	\$34,454	\$22,806	60.17%
702	School Board	\$23,584	\$4,428	\$19,157	18.77%	6419	Travel - Non Employee	\$11,000	\$26	\$10,975	0.23%
703	Tax Costs-Levying & Collecting	\$75,000	\$17,666	\$57,334	23.56%	6429	Insurance costs	\$573,000	\$481,042	\$91,958	83.95%
750	Business Office	\$294,917	\$129,532	\$165,385	43.92%	6439	Election Costs	\$8,300	\$0	\$8,300	0.00%
934	Transportation	\$551,539	\$199,549	\$351,990	36.18%	6491	Statutorily Required Public Notices	\$200	\$45	\$155	22.56%
951	Plant Maintenance & Operatio	\$125,633	\$26,699	\$98,934	21.25%	6492	Payments to Fiscal Agent of SSA	\$29,168	\$0	\$29,168	0.00%
999	District Wide	\$1,476,253	\$563,390	\$912,863	38.16%	6494	Reclassified Transportation	\$47,000	\$0	\$47,000	0.00%
		\$14,721,720	\$5,485,222	\$9,236,498	37.26%	6495	Memberships & Dues	\$32,874	\$24,939	\$7,935	75.86%
						6499	Misc. Expenses: Awards, etc.	\$114,620	\$19,734	\$94,886	17.22%
								\$940,257	\$572,979	\$367,278	60.94%
Program Intent Codes:						6600 Capital Outlay & Equipment					
11	Basic Education	\$5,401,773	\$1,822,731	\$3,579,042	33.74%	6629	Facilities & Construction	\$0	\$0	\$0	0.00%
21	Gifted & Talented	\$35,570	\$11,474	\$24,096	32.26%	6631	Vehicles > \$5,000 per unit cost	\$140,000	\$0	\$140,000	0.00%
22	Career & Technology	\$746,252	\$273,746	\$472,506	36.68%	6639	Assets > \$5,000/unit (tagged & depl	\$15,415	\$9,998	\$5,418	0.00%
23	Special Education	\$1,212,738	\$405,870	\$806,868	33.47%	6649	Assets< \$5,000 (tagged & inventorie	\$0	\$0	\$0	0.00%
24	Accelerated Education	\$178,428	\$31,560	\$146,868	17.69%			\$155,415	\$9,998	\$145,418	6.43
25	Bilingual education	\$22,905	\$4,386	\$18,519	19.15%						
28	DAEP Basic Services	\$87,203	\$28,901	\$58,302	33.14%			\$14,721,720	\$5,485,222	\$9,236,498	37.26%
30	State Compensatory	\$323,672	\$110,048	\$213,624	34.00%	Revenue:					
32	Prekindergarten	\$105,554	\$35,184	\$70,370	33.33%	5700	Local	\$6,135,100	\$3,609,417	\$2,525,684	58.83%
33	Prekindergarten Special Ed	\$77,433	\$25,090	\$52,343	32.40%	5800	State	\$7,500,000	\$3,943,873	\$3,556,127	52.58%
36	Early Education Allotment	\$234,331	\$77,905	\$156,426	33.25%	5900	Federal	\$372,000	\$10,197	\$361,803	2.74%
37	Dyslexia	\$77,319	\$25,930	\$51,389	33.54%		Total Revenues	\$14,007,100	\$7,563,487	\$6,443,613	54.00%
38	CCMR Readiness	\$40,284	\$22,640	\$17,644	56.20%		Total Expenditures	\$14,721,720	\$5,485,222	\$9,236,498	37.26%
91	Athletics	\$662,700	\$298,437	\$364,263	45.03%		Operation Transfers In/Out	\$0	\$0		
99	Misc. / Undistributed	\$5,516,558	\$2,311,320	\$3,205,238	41.90%		Revenue Over (under) Exp	-\$714,620	\$2,078,265		
		\$14,722,720	\$5,485,222	\$9,237,498	37.26%						

Anahuac ISD
Budget Timeline

Important budget dates

- February 28 Board will approve budget Calendar
- March 1 Budget owners will begin preparing itemized budget lists
- March 14 - 18 Business Manager will meet with Principals individually
- March 21 - 25 Business Manager will meet other Budget Owners individually
- April 15 Deadline to submit requisitions/POs for the current fiscal year.
- April 25 Budget owners itemized budgets and planning documents (including list of needs and wants; capital outlay for your building; PIC code documents) due to Business Manager
- April 29 Preliminary Estimate of Values from Appraisal District
- May 1 Budget owners must have completed budget entered into Skyward
- July 25 Certified Taxable Values received from Appraisal District
- July 25 Adopt proposed tax rate for inclusion in Notice of Public Meeting to Discuss Budget and Proposed Tax Rate**
- July 31 Submit a list of team leaders, UIL, club sponsors, coaching stipends, etc. to Business Office for stipend budgeting
- August 12 **No spending after this date. Business Office must prepare final amended budget for Board of Trustees.**
- August 15 Post the proposed budget on website
- August 29 Public Hearing on Budget and Proposed Tax Rate and Board adopts Budget and Tax Rate if no equalized wealth notice is needed**
- August 31 Outstanding PO's will roll into the next fiscal year. Items received after September 1st will be paid from PY 21-22 budget.
- September 30 Board Adopts 2022 Tax Rate if not done in August (must be by September 30th)

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

Monday, January 24, 2022 6:00 PM

Anahuac Elementary School Cafeteria, 905 South Ross Sterling, Anahuac, Texas
77514

Carlton Carrington: Present
Stacey Davis: Present
Tommy Henry: Absent
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 Vice President Redman called the meeting to order, led the pledges of allegiance to the United States and Texas flags, and the 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)

There was no Public Comment.

III. SCHOOL BOARD Recognition

IV. STUDENT Recognition

V. STAFF Recognition

VI. MONTHLY REPORTS

VI.A) Superintendent's Report

VI.A)1) Principal Monthly Board Reports

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

VII. NEW ITEMS

VII.A) Consider Audit Report (2020-2021 fiscal year) Presented by Weaver

Action(s):

Approve the Audit Report (2020-2021 fiscal year) Presented by Weaver. This motion, made by Michael Morehead and seconded by Kaley Smith, Passed.

Voting Detail:

Carlton Carrington: Yea

Stacey Davis: Yea
Tommy Henry: Absent
Willie Lancon: Yea
Michael Morehead: Yea
John Redman: Yea
Kaley Smith: Yea
Voting Summary: Yea: 6, Nay: 0, Absent: 1

VII.B) Consider Audit Services for 2022-2023 School Year (2021-2022 Fiscal Year) with Weaver
Action(s):
Move to approve Audit Services for 2022-2023 School Year (2021-2022 Fiscal Year) with Weaver. This motion, made by Carlton Carrington and seconded by Willie Lancon, Passed.

Voting Detail:
Carlton Carrington: Yea
Stacey Davis: Yea
Tommy Henry: Absent
Willie Lancon: Yea
Michael Morehead: Yea
John Redman: Yea
Kaley Smith: Yea
Voting Summary: Yea: 6, Nay: 0, Absent: 1

VII.C) Consider Budget Amendments
Action(s):
Move to approve budget amendments as presented. This motion, made by Willie Lancon and seconded by Stacey Davis, Passed.

Voting Detail:
Carlton Carrington: Yea
Stacey Davis: Yea
Tommy Henry: Absent
Willie Lancon: Yea
Michael Morehead: Yea
John Redman: Yea
Kaley Smith: Yea
Voting Summary: Yea: 6, Nay: 0, Absent: 1

VII.D) Consider Authorizing Chambers County Mosquito Control Department to Use Aerial and Ground Application Methods for Mosquito Control for the 2022-2023 School Year
Action(s):
Move to approve Authorizing Chambers County Mosquito Control Department to Use Aerial and Ground Application Methods for Mosquito Control for the 2022-2023 School Year. This motion, made by Willie Lancon and seconded by Carlton Carrington, Passed.

Voting Detail:
Carlton Carrington: Yea
Stacey Davis: Yea

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

VII.E) Consider Minutes of December 13, 2022
Regular Meeting
Action(s):
Move to approve minutes of December 13, 2022
Regular Meeting. This motion, made by Kaley Smith
and seconded by Stacey Davis, Passed.
Voting Detail:
Carlton Carrington: Yea
Stacey Davis: Yea
Tommy Henry: Absent
Willie Lancon: Yea
Michael Morehead: Yea
John Redman: Yea
Kaley Smith: Yea
Voting Summary: Yea: 6, Nay: 0, Absent: 1

VII.F) Consider 2022-2023 School Calendar
Action(s):
Move to approve the 2022-2023 school calendar.
This motion, made by Willie Lancon and seconded
by Michael Morehead, Passed.
Voting Detail:
Carlton Carrington: Yea
Stacey Davis: Yea
Tommy Henry: Absent
Willie Lancon: Yea
Michael Morehead: Yea
John Redman: Yea
Kaley Smith: Yea
Voting Summary: Yea: 6, Nay: 0, Absent: 1

VII.G) Consider Designating Notification to
Commissioner of Education of Board of Trustees'
Intention to Vote on Adoption of a Proposed
District of Innovation Plan to Superintendent
Action(s):
Move to designate Notification to Commissioner of
Education of Board of Trustees' Intention to Vote
on Adoption of a Proposed District of Innovation
Plan to Superintendent. This motion, made by
Carlton Carrington and seconded by Michael
Morehead, Passed.
Voting Detail:
Carlton Carrington: Yea
Stacey Davis: Yea
Tommy Henry: Absent
Willie Lancon: Yea

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

VII.H) Consider Order of Election and Exhibit A for May 7, 2022 Joint Election

Action(s):

Move to approve Order of Election and Exhibit A for May 7, 2022 Joint Election. This motion, made by Michael Morehead and seconded by Willie Lancon, Passed.

Voting Detail:

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

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

VII.H)1) Consider Date for May Regular Board Meeting and Meeting to Canvass May 7, 2022 Joint Election

Action(s):

Move to change the May Regular Board meeting and meeting to canvass the May 7, 2022 Joint Election to May 16, 2022. This motion, made by Stacey Davis and seconded by Carlton Carrington, Passed.

Voting Detail:

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

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

VIII. **CLOSED SESSION - The Board entered into Closed Session at 7:11 p.m.**

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

VIII.B) Superintendent Evaluation and Contract: Texas Government Code Section 551.071

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

IX. **RECONVENE INTO OPEN SESSION**

The Board reconvened into open session at 7:49 p.m.

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

XI. Consider Amendment to Superintendent's Contract

No action taken.

XII. ADJOURNMENT

Action(s) :

Move to adjourn at 7:50 p.m. This motion, made by Willie Lancon and seconded by Carlton Carrington, Passed.

Voting Detail:

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

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

Board President

Secretary

REVISED ORDER OF ELECTION

An election is hereby ordered to be held on May 7, 2022 for the purpose of electing two (2) Anahuac ISD trustees for Positions 1 (Kaley Smith) and 2 (Willie Lancon) for the terms May 2022-May 2025.

Please see the attached Exhibits A and B for Early Voting and Election Day, dates, times, and location.

Applications for ballot by mail shall be mailed or emailed to:

Heather Hawthorne
Chambers County Clerk
Early Voting Clerk
P.O. Box 728 Anahuac, TX 77514
404 Washington Avenue, Anahuac, TX 77514
hhawthorne@chamberstx.gov
Website: <https://www.co.chambers.tx.us/page/elections>

Applications for ballot by mail shall be received no later than the close of business on April 26, 2022.

Wednesday, Jan 19, 2022	First day to file, AISD Administration Building 804 Mikhael Ricks Drive Anahuac, TX (Anahuac ISD -office hours Monday through Friday 8:00 am-4:00pm)
Friday, Feb 18, 2022	Last day to file, 5:00 pm, AISD Administration Building 804 Mikhael Ricks Drive Anahuac, TX
Tuesday, Feb 22, 2022	5:00 pm Deadline to file declaration of write-in candidacy
Thursday, April 7, 2022	Last day to register to vote in May 7 th election
Monday, April 25, 2022	First day to early vote by personal appearance 7:30 am-4:30 pm
Tuesday, April 26, 2022	Last day to receive applications for early voting ballots to be voted by mail
Tuesday, May 3, 2022	Last day to early vote by personal appearance 7:30 am-4:30 pm
Saturday, May 7, 2022	Election Day, 7:00 am to 7:00 pm
Saturday, May 7, 2022	Last day to receive ballots by mail 7:00 pm
Monday May 9, 2022	Last day to receive ballots by mail 5:00 pm if carrier envelope is postmarked by 7:00 pm at location of election on Election Day
Tuesday May 10, 2022	First Day for Official Canvass of votes
Wednesday May 18, 2022	Last Day for Official Canvass of votes

Issued this 24th day of January 2022.

Revised this 28th day of February 2022

Board President

Board Secretary



Exhibit A

CHAMBERS COUNTY, TEXAS

MAY 7, 2022

JOINT CONSTITUTIONAL AMENDMENT ELECTION EARLY VOTING HOURS & LOCATIONS

April 25 - April 29, 2022	8AM – 5PM ALL LOCATIONS
May 2 – May 3, 2022	7AM – 7PM ALL LOCATIONS
May 7, 2022	7AM – 7PM ALL LOCATIONS

Main Branch American Legion Hall, 1704 South Main Street,
Anahuac, 77514

Salon del American Legion, 1704 Calle Main Sur,
Anahuac

Winnie Branch Juanita Hargraves Memorial Library
108 E Fear Rd Winnie 77665

Biblioteca Memorial Juanita Hargraves
108 E Fear Road Winnie 77665

Mont Belvieu Branch Goss Library 1 John Hall Drive Mont Belvieu, 77523

Biblioteca Goss Uno John Hall Dr Mont Belvieu 77523

Cedar Bayou Branch Cedar Bayou Community Building, 7711 HWY 146,
Baytown, 77523

Edificio de la Comunidad de Cedar Bayou, Carretera 146
7711, Baytown, 77523

ALL REQUESTS FOR APPLICATION FOR BALLOT BY MAIL

SHOULD BE SENT TO:

HEATHER H. HAWTHORNE
CHAMBERS COUNTY CLERK
EARLY VOTING CLERK

P.O. BOX 728, ANAHUAC, TEXAS 77514
404 WASHINGTON AVE, ANAHUAC, TX 77514
HHAWTHORNE@CHAMBERSTX.GOV

DEADLINE TO RECEIVE AN APPLICATION IS: TUESDAY, APRIL 26, 2022 (TEC 84.007)



**CHAMBERS COUNTY, TEXAS
MAY 7, 2022**

**JOINT CONSTITUTIONAL AMENDMENT ELECTION
ELECTION DAY POLLING LOCATIONS & HOURS
7 AM – 7 PM ALL LOCATIONS
COUNTYWIDE POLLING**

(DIECCION[ES] DE LAS CASILLAS ELECTORALES)

Chambers County Voters can vote Election Day at ANY of the following locations:

ALL PRECINCTS

American Legion Hall, 1704 South Main Street, Anahuac, 77514
Salon del American Legion, 1704 Calle Main Sur, Anahuac

ALL PRECINCTS

Juanita Hargraves Memorial Library 108 E Fear Rd Winnie 77665
Biblioteca Memorial Juanita Hargraves 108 E Fear Road Winnie 77665

ALL PRECINCTS

Goss Library 1 John Hall Drive Mont Belvieu, 77523
Biblioteca Goss Uno John Hall Dr Mont Belvieu 77523

ALL PRECINCTS

Cedar Bayou Community Building, 7711 HWY 146, Baytown, 77523
Edificio de la Comunidad de Cedar Bayou, Carretera 146 # 7711,
Baytown, 77523

**Heather H. Hawthorne
Chambers County Clerk
P. O. Box 728, Anahuac, Texas 77514
409-267-2418**

JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below), by and between ANAHUAC INDEPENDENT SCHOOL DISTRICT, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and County Clerk of Chambers County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on May 7, 2022. Political Subdivision and County may be referred to individually as a "Party" and collectively as "the Parties."

The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 2.4.2), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the electronic voting system and to compensate the County Clerk for such use and to share in certain other expenses connected with joint election in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The County Clerk shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. Political Subdivision agrees to pay County Clerk for equipment, supplies, services and administrative costs as provided in this Agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions set forth in the Texas Election Code. Political Subdivision agrees that County Clerk may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and, in such case, all parties sharing common territory shall share a joint ballot on the electronic voting system at the applicable polling places. In such cases, total costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or Political Subdivision's governing body, charter, or ordinances. With reference to publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment" and the "Notice of Election". If a Political Subdivision is holding any type of Special Election, the Political Subdivision may have to publish their own "Notice of Election" in order to meet additional requirements. Please advise the County Clerk if the Political Subdivision must publish a separate notice so the Political Subdivision's notice is not included in the Notice published by the County Clerk.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk.

III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Texas Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement..." **Failure to do so may prohibit the political subdivision's participation in a Joint Election.**

IV. VOTING LOCATIONS

The County Clerk shall select and arrange for the use of and payment for all Election Day voting locations. In the event a voting location is not available, the County Clerk will arrange for use of an alternate location with the approval of the Political Subdivision.

If polling places for the joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the date of the election, at the entrance to any previous polling places in the jurisdiction, stating that the polling location has changed, and stating the political subdivision's polling place name(s) and address(s) in effect for the election. Any changes in voting location from those that were used in the most recent COUNTYWIDE JOINT election will be posed by the County Clerk's Election Office.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Chambers County Commissioners Court shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. In the event an emergency appointment is necessary, appointment shall be made in accordance with the Texas Election Code §32.007, which authorizes the presiding officer of the Chambers County Commissioners Court to make an emergency appointment. Should that officer not be

available, the County Clerk's office shall make emergency appointments of election officials. Upon request by the County Clerk, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The County Clerk shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The County Clerk shall arrange for the date, time, and place for the presiding election judge to pick up their election supplies. Each presiding election judge will be sent a letter from the County Clerk notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at an hourly rate of \$14.00. Each election clerk will receive compensation at an hourly rate of \$12.00. The election judge will receive an additional sum of \$25.00 for returning the supplies and equipment to the central counting station after the polls close. All judges and clerks who attend training will be compensated at an hourly rate of \$8.00 as compensation for same.

It is agreed by all Parties that at all times and for all purposes hereunder, all election judges, clerks, and other personnel involved in this election are a temporary part-time employee subject only to those benefits available to such employees.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The County Clerk shall provide the necessary voter registration information, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election. If special maps are needed for a particular Political Subdivision, the County Clerk will order the maps and pass that charge on to that particular Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or propositions(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). THE POLITICAL SUBDIVISION SHALL ALSO PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK ELECTION OFFICE. This list shall be delivered to the County Clerk as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VII EARLY VOTING

The Parties agree to conduct joint early voting and to appoint the County Clerk as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk’s permanent county employees as deputy early voting clerks. The Parties further agree that each Early Voting location will have an “Officer in Charge” who will receive compensation at an hourly rate of \$14.00. The clerks at each location will receive compensation at an hourly rate of \$12.00. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax, email or courier to the County Clerk for processing.

The County Clerk shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election. The list will be posted to the Secretary of States website by 11am each day in accordance with the Texas Election Code.

VIII EARLY VOTING BALLOT BOARD

The County Clerk shall appoint an Early Voting Ballot Board (EVBB) to process early voting MAIL BALLOTS from the Joint Election. The Presiding Judge, with the assistance of the County Clerk, shall appoint two or more additional members to constitute the EVBB. The County Clerk shall determine the number of EVBB members required to efficiently process the early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Sheri Hemphill
Alternate Counting Station Manager:	Melinda Rhame
Tabulation Supervisor:	Austin Dubose
Alternate Tabulation Supervisor:	Gabriel Schmitt
Presiding Judge:	Robin Edmonds
Alternate Presiding Judge	Jerie Gore

The County Clerk will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections. Results will be immediately posted on the Chambers County Website.

The County Clerk shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State’s Office.

The County Clerk shall submit all precinct by precinct returns to the Texas Secretary of State's Office electronically.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared.

It is agreed that the Political Subdivision and County will split the cost of poll workers and paper ballots evenly for the AMERICAN LEGION HALL polling location for Early Voting and Election Day. Each Political Subdivision will be responsible for the payment of programming and the audio programming of their Political Subdivision. The County Clerk will attach a copy of the invoice from Hart, Inc. to the final invoice. The County Clerk will pay the programming charges up front from the vendor, and will receive reimbursement from each Political Subdivision.

Costs for Election Day will be calculated by the number of precincts in each Political Subdivision and divided equally among the Political Subdivisions in the respected precincts for costs associated with Election Day.

Political Subdivision contracting for a runoff is not included in this agreement and each Political Subdivision shall be responsible for all associated costs of holding a runoff election.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 – 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by County Clerk on behalf of the Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XII. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority, as well as to the public, in accordance with applicable provisions of the Texas Elections Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or at an alternate facility used for storage of county records. The County Clerk shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgement, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk and that the County Clerk shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The County Clerk agrees to provide advisory services to the Political Subdivision as necessary to conduct a proper recount and cost of the recount depends on the size of the election and number of precincts to be recounted.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes, and that in such event, there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The County Clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office is acting as a governmental entity covered by any immunity available to Chambers County.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Chambers County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Chambers County, Texas.
7. In the event of one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

11. **Authorization of Agreement.** This Agreement has been approved and authorized by the governing body of the Political Subdivision.
12. **Purpose, Terms, Rights and Duties of the Parties.** The purpose, terms, rights, and duties of the Parties shall be as set forth in this agreement.
13. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
14. **Fair Compensation.** The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensate the performing Party.
15. **Termination.** At any time and for any reason, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party.
16. **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.
17. **No Joint Enterprise.** The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
18. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.
19. **No Third-Party Beneficiaries.** This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
20. **No Person Liability.** Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.
21. Nothing in this Agreement requires that either the Political Subdivision or County incur debt, assess or collect funds, or create a sinking fund.
22. **Sovereign Immunity Acknowledged and Retained.** **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.**

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this agreement shall be DETERMINED AFTER THE ELECTION. The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the MAY 7, 2022, election; is **due within thirty (30) days after receipt of the final invoice from the County Clerk.**

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties.

- (1) On the _____ day of _____, 2022 been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;
- (2) On the _____ day of _____, 2022 been executed on behalf of the Political Subdivision by its Mayor, Chairman of the Board, or authorized representative, pursuant to an action of the Political Subdivision.

CHAMBERS COUNTY, COUNTY CLERK by

Heather H. Hawthorne, County Clerk

ATTEST:

ANAHUAC INDEPENDENT SCHOOL DISTRICT

By _____
Presiding Officer or Authorized Representative
ANAHUAC INDEPENDENT SCHOOL DISTRICT

By _____
Chambers County Judge, Jimmy Sylvia

DATE

DATE