

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 March 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. PUBLIC HEARING: Anahuac ISD District of Innovation Plan
- IV. STUDENT Recognition
- V. STAFF Recognition
- VI. Report on District's Delinquent Tax Collection
- VII. MONTHLY REPORTS
 - A) Superintendent's Report
 - 1) Principal Reports
 - B) Presentation of Monthly Financial Reports, Investment Reports, and Budget Update
- VIII. NEW ITEMS
 - A) Consider Anahuac ISD District of Innovation Plan
 - B) Consider Minutes of February 9, 2022 Special Meeting and February 28, 2022 Regular Meeting
 - C) Consider Budget Transfers
 - D) Consider TASB Risk Management Fund Interlocal Participation Agreement
- IX. CLOSED SESSION
 - A) Discussion/Evaluation of Personnel Including Director of Curriculum/Teachers/Administrators/ESSER Positions: Texas Government Code 551.074
 - B) Consultation with Board Attorney Regarding All Matters As Authorized By Law: Texas Government Code Section 551.071
 - C) Discussion of Real Property: Texas Government Code 551.072
- X. RECONVENE INTO OPEN SESSION
- XI. TAKE ACTION ON ITEM(S) DISCUSSED IN CLOSED SESSION

- A) Consider Teacher Contracts for 2022-2023 School Year
 - B) Consider ESSER/Administrator Contracts
 - C) Consider Hiring Director of Curriculum
- XII. 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 _____.

WHEN EXPERIENCE, REPUTATION AND PERFORMANCE MATTER



3

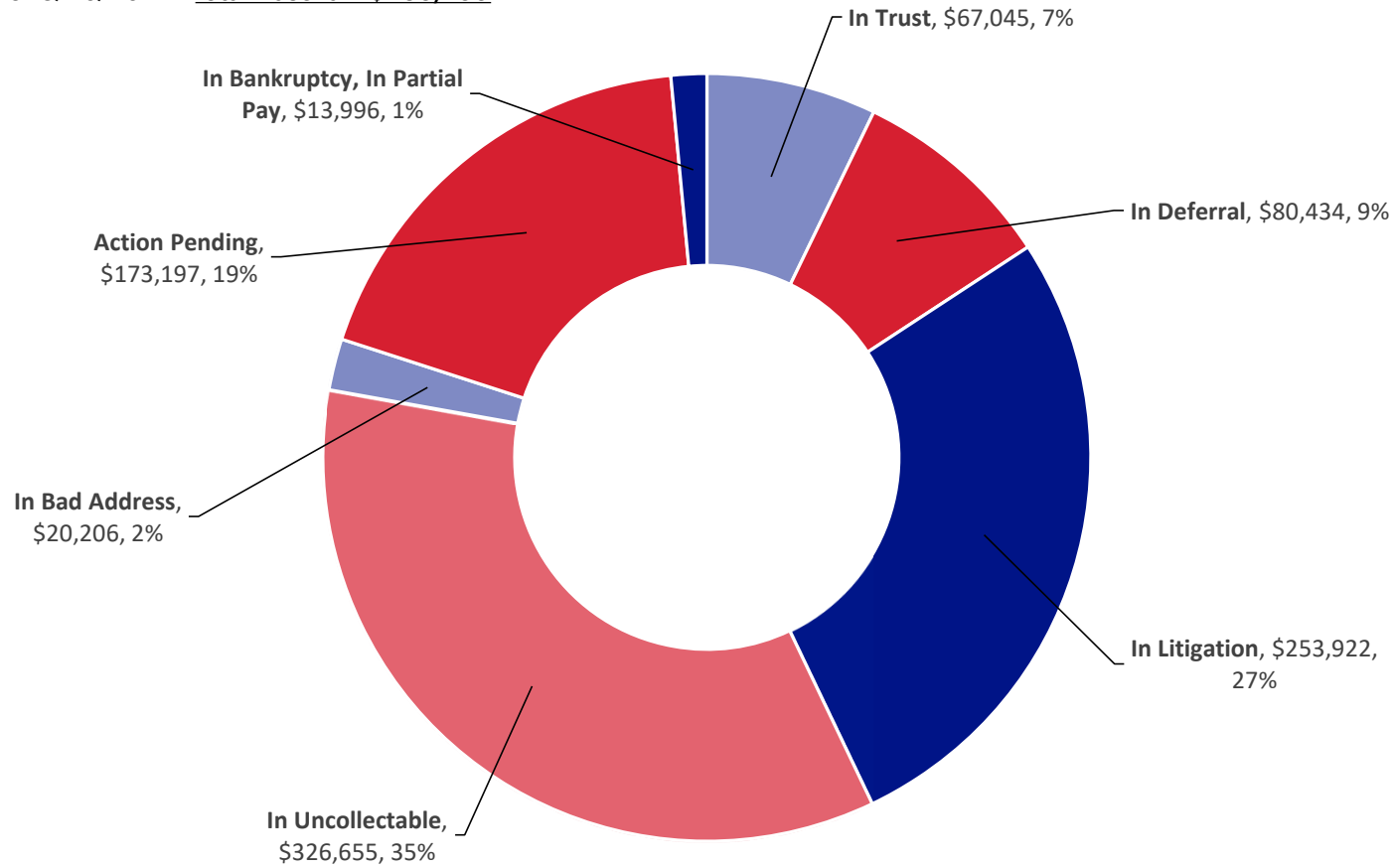
COLLECTION REPORT TO ANAHUAC ISD

Submitted by: *Michael J. Darlow*
April 2022
www.pbfc.com



ACCOUNT BREAKDOWN CHART FOR ANAHUAC ISD

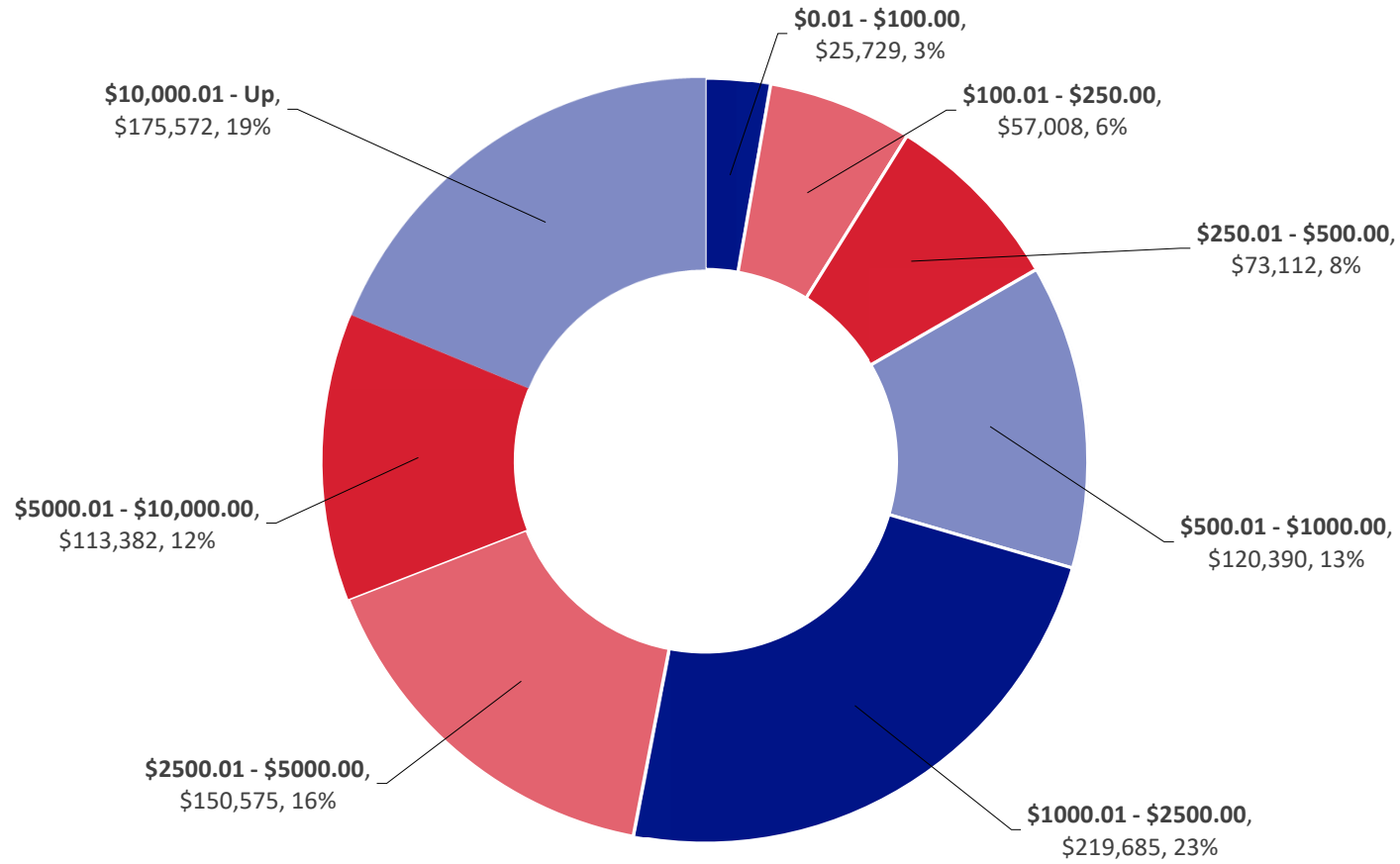
As of 3/10/2022 - Total Base Tax: \$935,455





DOLLAR RANGE CHART FOR ANAHUAC ISD

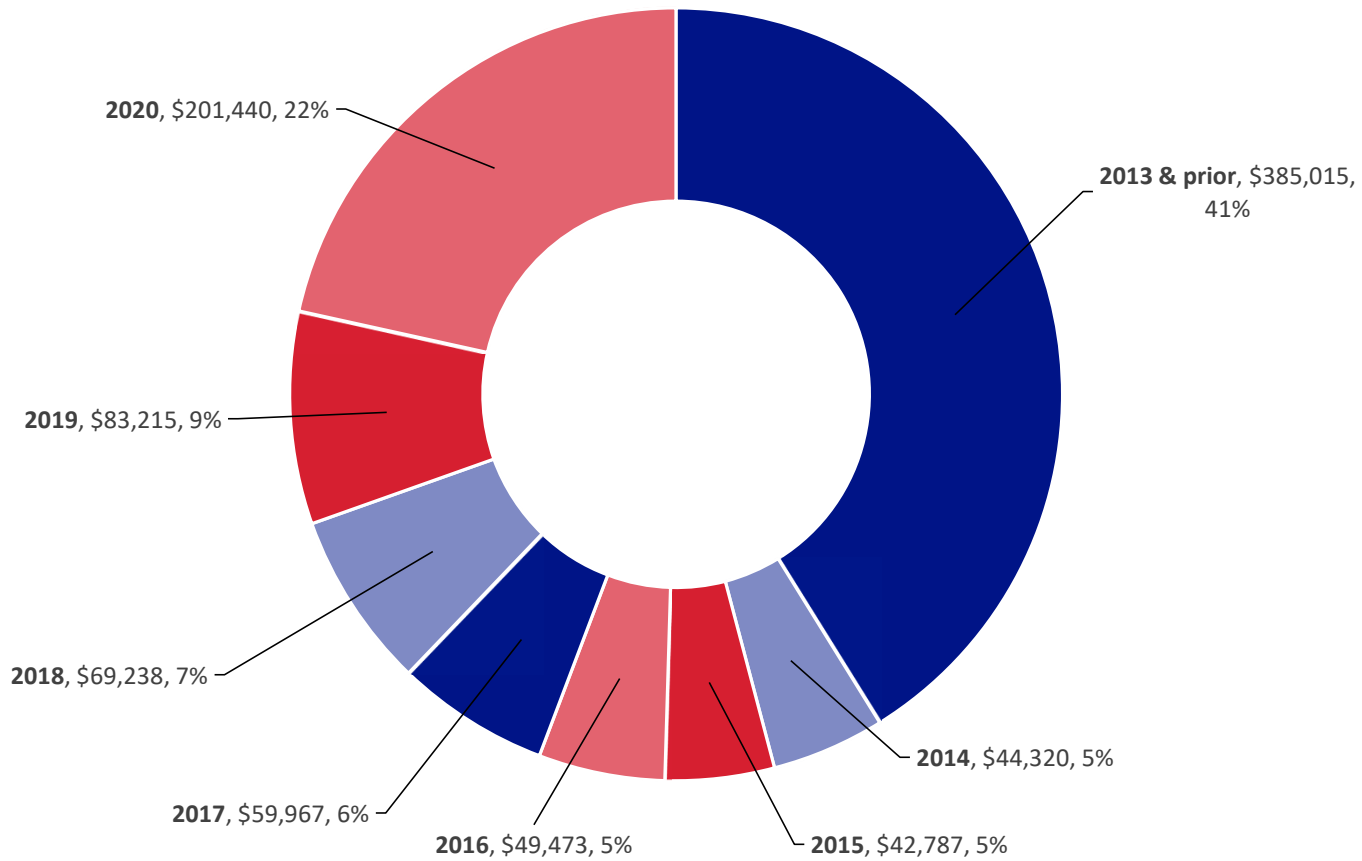
As of 3/10/2022 - Total Base Tax: \$935,455





TAX YEAR CHART FOR ANAHUAC ISD

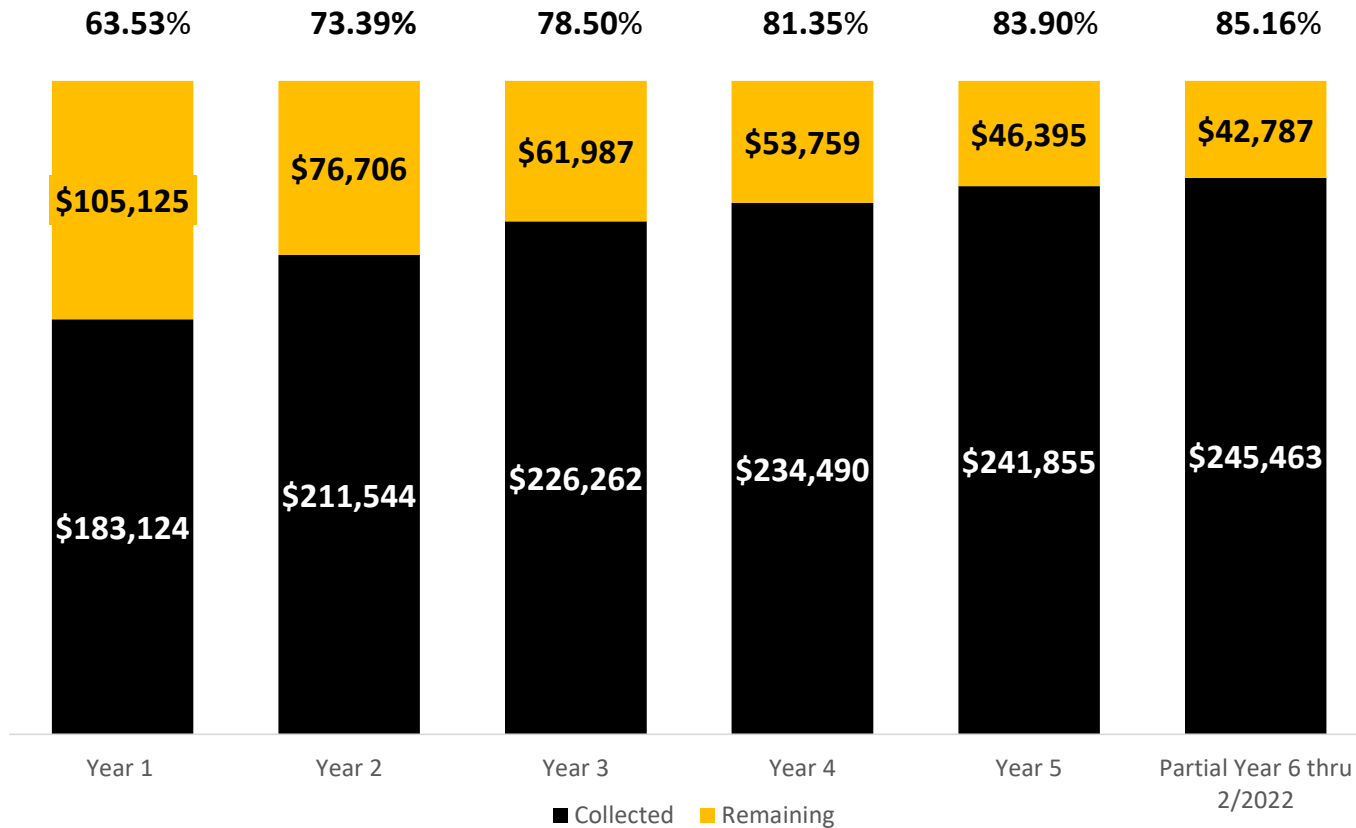
As of 3/10/2022 - Total Base Tax: \$935,455





2015 PERCENTAGE OF COLLECTION FOR ANAHUAC ISD

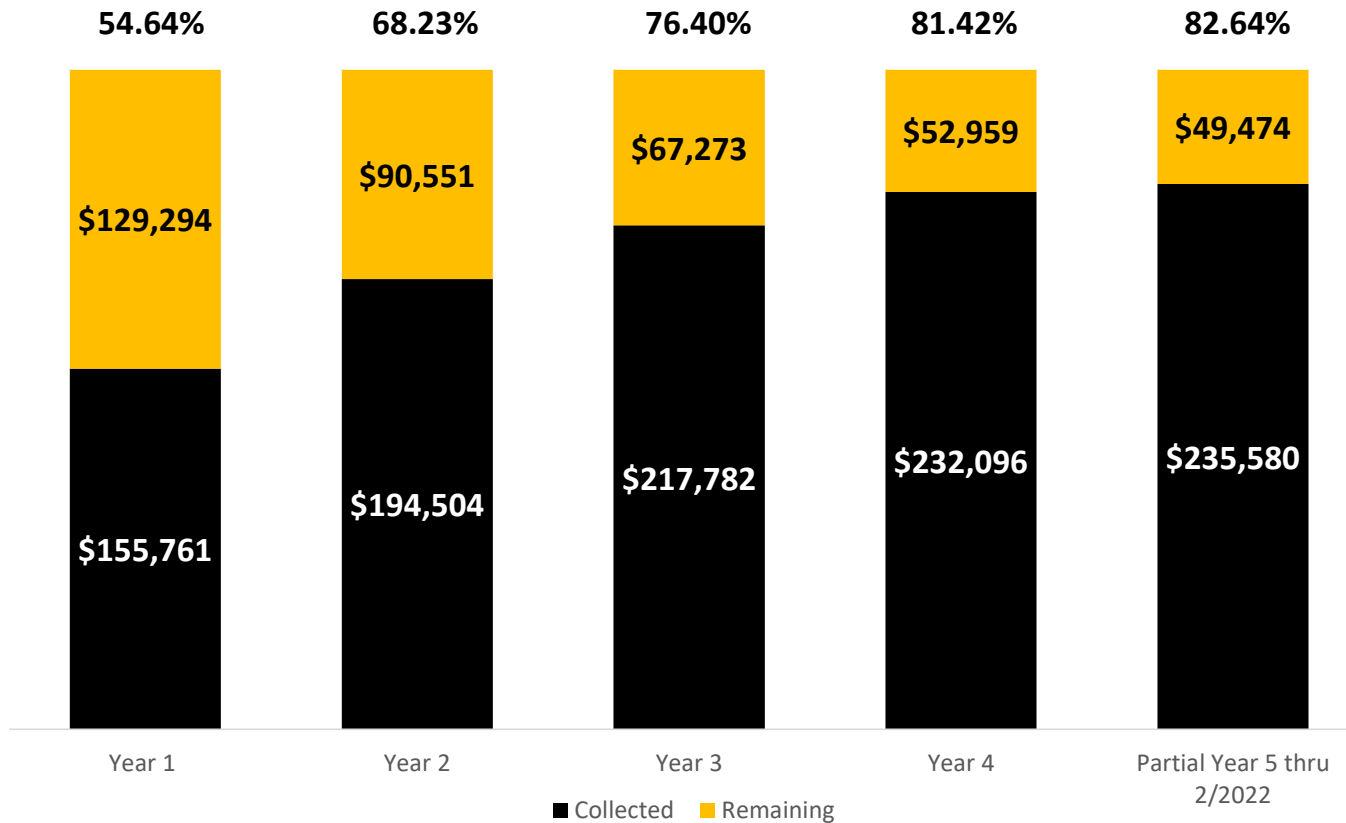
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$288,249





2016 PERCENTAGE OF COLLECTION FOR ANAHUAC ISD

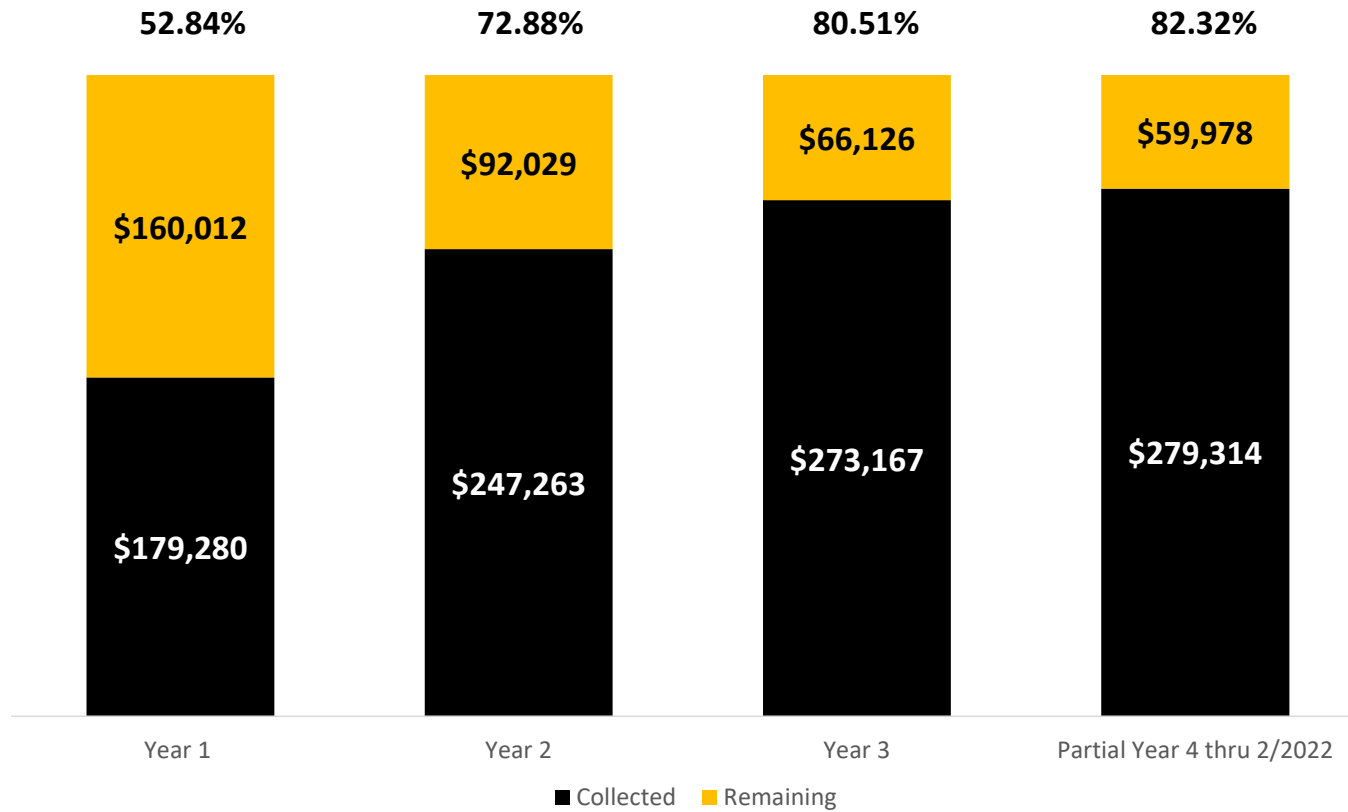
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$285,055





2017 PERCENTAGE OF COLLECTION FOR ANAHUAC ISD

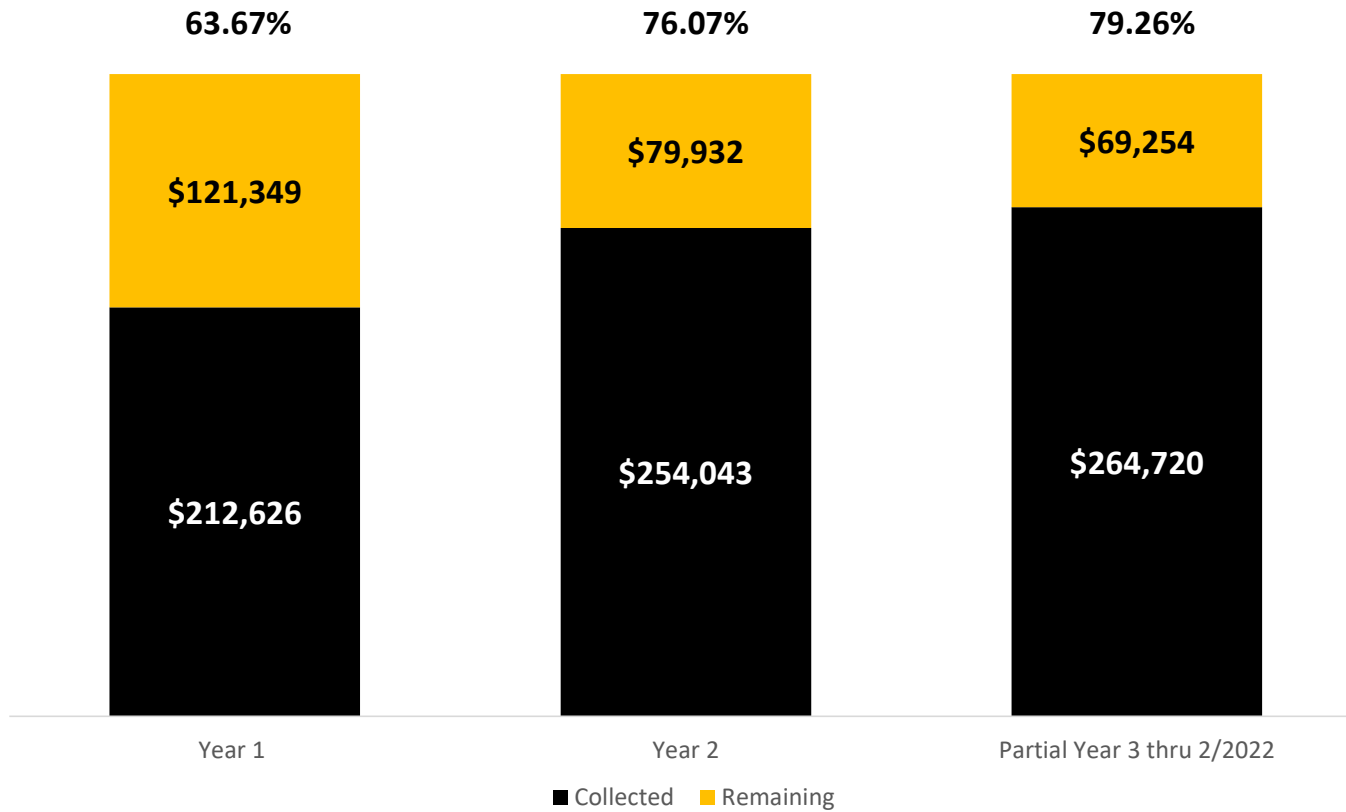
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$339,292





2018 PERCENTAGE OF COLLECTION FOR ANAHUAC ISD

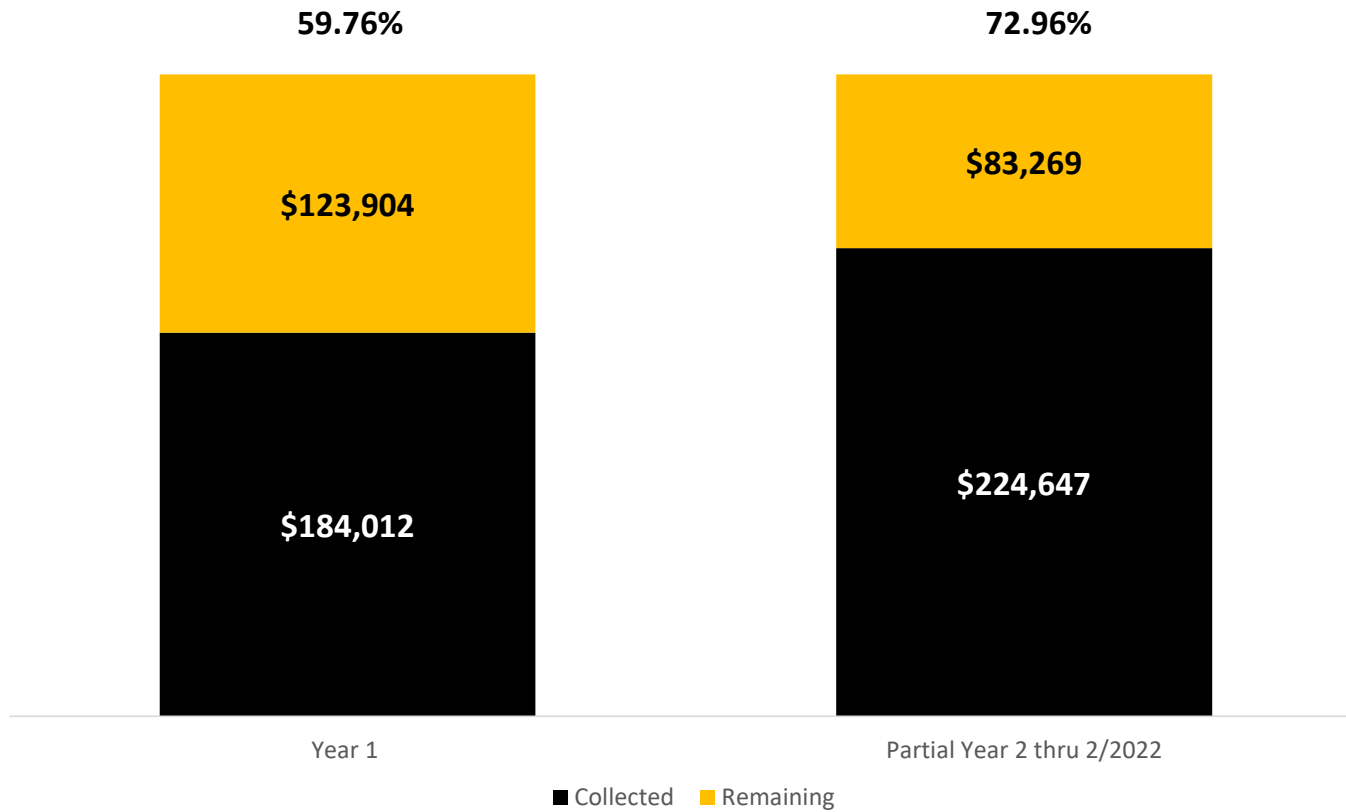
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$333,975





2019 PERCENTAGE OF COLLECTION FOR ANAHUAC ISD

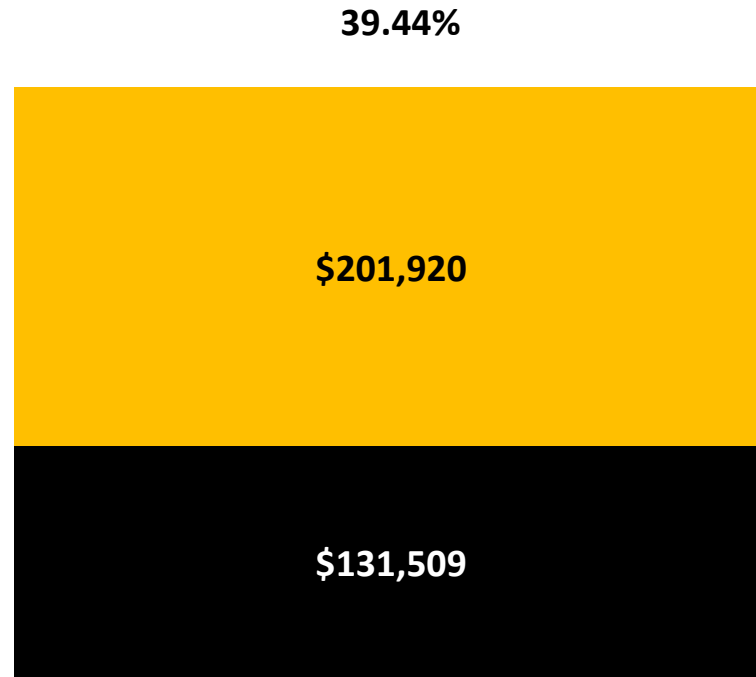
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$307,916





2020 PERCENTAGE OF COLLECTION FOR ANAHUAC ISD

As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$333,429



Partial Year 1 thru 2/2022

■ Collected ■ Remaining

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#betheone

Grade	Enrolled	Percent Attendance
PK + 4 EE	49 + 4	93% & 85%
K	107	92
1	90	92
2	110	94
3	97	94
4	101	94
5	101	95
Total as of March 23, 2022	659 (Waiting on paperwork to complete enrollment for 9 more students.)	93

Instructional Focus: WIN Time

AES has been restructuring our WIN Time groups. We have taken our MOY, 5th 6 weeks, and Interim testing data and are grouping students based on what they need to be successful. We have added additional people to pull small groups to help our students become good readers. AES admin is so proud of how our campus is stepping up to the challenge of filling in the gaps for all of our students! Special thanks to our Interventionists that oversee all of our student groups!

Our English Learners completed their TELPAS testing and writings. Huge thank you to Elbia Delacruz for ensuring our students are successful taking that test!

AES 4th graders participated in the first field trip for a grade level in the past two school years. They were able to go to the San Jacinto Monument and learn a little Texas history. Our life skills students have been traveling to the grocery store each month. First grade will be visiting the Houston Interactive Aquarium. Second grade will be heading to Moody Gardens for a day of fun learning. Third and Fifth graders will be going to the Main Street Theater to see Charlotte's Webb. Kinder and Pre-K are working on the details and plan to organize fun learning opportunities for our littles. We are so excited our students are able to have these experiences while at AES!

AES inducted 37 new members into our NEHS program which had 26 members. We have 63 total NEHS scholars on campus. We are so proud of these students' hard work and look forward to seeing them continue to lead in academics, leadership, and community service.

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

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Celebrations!

AES Pawsome Staff:

Elbia DelaCruz
Tammy Felder
Melissa Deppe
Deana Price
Melissa Boudreaux

AES Pawsome Students:

Angy Velasquez
Malia Gants
Emmitt Breibart
Corbin McDaniel
Juan Jose Perez
Emma Flores
Laura Chavez
Matthew Galvez

MARCH-APRIL 2022

- **March 29-30—Financial Literacy Presentation**
By Stacey Davis, Anahuac National Bank
- **April 1st—April Fool's Day!**
- **End of the 5th 6 weeks**
- **April 5th—2nd grade Field Trip to Moody Gardens**
- **April 5th—College/Military shirt day**
- **April 7th Report Cards**
- **April 15th—Good Friday/School holiday**
- **April 22—Earth Day!**
- **5th Grade Field Trip**
- **April 29—Holiday/CCYLSRR**

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



AMS March Happenings 2022

Recognition for the March Board Meeting will be Becky Torres (AMS Secretary), Nichole Schneider (AMS Attendance Clerk) along with our AMS Scholars (Brooklyn Morris, Ayden Powell, Camila Haro, Landon Ferguson) and AMS Character recipients (Joel Flores, Joshua Redman, Sky Hedges, Andrew Lopez).

- AMS Cheer Clinic and Tryouts were completed on March 1st. AMS Mock Cheer Try Out were held on March 2nd. AMS Cheer Try-Outs took place on March 3rd. Our 2022-23 AMS Cheerleaders and Mascot were chosen.
- AMS Track meets were held on March 14th and 21st. District Track Meet for our AMS Lady Panthers will be on March 28th in Woodville. District Track Meet for our AMS Panthers will be on March 29th in Anahuac.
- AMS Spring Fling Pictures were taken by LifeTouch.
- Progress Reports for the 5th grading period were handed out to students on March 17 and posted to Skyward Parent Access.
- Next Year 8th Grade Scheduling met with the High School Counselor, Mrs. Dreaden on March 22nd in the auditorium during homeroom with the students. Mrs. Dreaden then came at 5:30 on March 22nd to meet with the parents in the auditorium to discuss students scheduling for High School.
- Pinnacle random drug testing will take place on March 30th.
- Our principals met with the 19 parents whose students are at risk of failing for this school year. They were able to discuss what the student needs to work on to be successful in the classroom and to attend tutorials every morning from 7:15am -7:45am.
- Our AMS Band will attend the UIL Contest in Port Neches Grove.

Discipline for March: Total number of discipline occurrences was 25 offences involving 19 students.

Offense	6 th grade	7 th grade	8 th grade	Total Offenses
Violation Student Code	1	1		2
Tobacco		1		1
Bus Referral		2		2
Cheating			3	3
Cursing		1	1	2
Disruptive Behavior	1	2		3
Disrespectful	1			1
Inappropriate use of Electronic Device			1	1
Horseplay	1	3		4
Insubordination		3		3
Obscene Lang/Gesture/Material	1		1	2
Public Display of Affection			1	1

Ending enrollment for AMS for March was 326 for AMS DAEP 2.

2021-2022
Anahuac High School
March
Board Report

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

- Business students just came back from the Career Fair in Beaumont where they had the opportunity to meet heads of businesses and discover new career opportunities. They are currently learning basic accounting skills and how to use those skills to determine business opportunities.
- The FFA has been busy showing Heifers at the Major Shows across the state of Texas. In January, we went to Fort Worth. In February, we went to San Antonio and over spring break we went to the Houston Livestock Show and Rodeo! We had 4 exhibitors at HLSR: Phoebe Hampton, Maggie Stephenson, Alyssa Humphrey, and Meredith Ashley. They leave this week to head to Austin to compete at the final Major Show of the season! National FFA Week was the week of 2/21/2022. We put on an educational "petting zoo" for the elementary school kids! It was fun but definitely cold!
- Ag Mechanics did a great job presenting their trailer projects at Houston Livestock Show and Rodeo, the toughest Ag mechanics competition in the State of Texas! This is one of the largest shows in the state having over 480 competitors! They had two placing in the top of the class and all three brought home blue ribbons meaning they were all in the running for placing! The two trailers that were placed brought home over \$1500 worth of prizes!
- Algebra 1 has finished learning about quadratic functions. They will begin learning their last few topics that involve exponent rules and exponential functions. This will then allow us to prepare for the upcoming STAAR test in May. PreCalculus is testing soon over the Unit Circle. Algebra 2 students are learning about reciprocal and rational functions; their attributes and transformations. Next week, we will learn how to solve rational equations. Honors Algebra 2 is studying Polynomial Functions. They are finding the real and imaginary zeros. Math of Models started working on Probability and Statistics. Geometry started the Circles Unit which includes arcs and chords, inscribed angles, finding the measure of arc, arc length, tangents, secants, equations of circles, areas of circles and sectors. STAAR Pull Outs are busy reviewing Algebra I material and practicing on the cambium testing platform every week
- College Transition students are working on their Career Research Project to present to the class. College Prep math is reviewing independence and dependence.
- English classes are working on the following: Writings of the Civil War and will then move the Soldier Community Projects. AP English 4 will be beginning Othello, AP English 3 is reading the novel The Things They Carried and working on the Soldier Project. Eng 4 is working on British literature projects, Honors 2 and Creative Writing are completing a 10 day Blitz for STAAR, and writing their own modest proposals. Mrs. Way will be using grant money to bring the AP Eng 4 students see Rames exhibit at the Museum of Science and AP Eng 3 students will be going to the Museum of Fine Arts.
- U.S. History students are getting ready for STAAR and learning about the 20th century foreign policy of the United States. We have been able to find relevance by connecting the Cold War era and the Soviet Union to the Russian invasion of Ukraine. Foreign policy dominates discussion and it is awesome to see the students make these connections.

- Teen Leadership we have recently been focusing on going to college and the costs involved with post secondary education. Students are exploring their options in regards to scholarships, grants, and loans. The focus is not just on college however, we have been looking into other careers that may not require a college education and there are costs involved there as well.

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

-

Goal III: Facility and Technology

-

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

- What to expect after being accepted presentation for senior accepted students
- Bus driver appreciation breakfast
- Teacher lunch provided by ReMax One

Upcoming events

- 3/28- FAFSA Night at the Library
- 3/30 - Junior Class parent meeting
- 4/5- EOC Eng 1 Testing
- 4/7- EOC Eng 2 Testing
- 4/21- NHS & Mu Alpha Theta Inductions
- 4/26- ESL Family Event
- 4/27- Senior Class Meeting- Baccalaureate
- 4/28- Academic Awards Banquet

Student/Staff Incentive

Staff: Julia Johnson and Brittany Cardone

Student: Makhyla Johnson, The Student Trainers: Valerie Castillo, Becca Dehoyos, Madison Gants, Fatima Esparza, Rylee Hatfield, Sonjia Hankamer, Cynthia Vasquez, Natalia Rico, Jayda Lewis, Ainslea Andrews, Angie Rodriguez, Zoey Magana

Staff Development Trainings Scheduled Data

- The CIA department completed training with the English department over a 10 day Blitz Curriculum for STAAR Prep.

Enrollment

- 9th -121
- 10th - 111
- 11th - 97
- 12th - 73

Total 402

Counselor's Office

- FAFSA Night at AHS Library
- Junior Class parent meeting- Life after you graduate
- Mobil Oil Federal Credit Union visited Economics classes
- TSI Testing and Apply Texas for Dual Credit
- Dual Credit Forms for Summer/Fall given out
- Met with Marcelous-Williams Resource Center
- Lee College Job Corp Presentation for Seniors
- Met with United Way about a district clothing closet
- King Cake, Coffee, and Mardi Gras Decorations for teachers on Fat Tuesday
- Met with MET Fatherhood
- Local Scholarship applications turned in!!

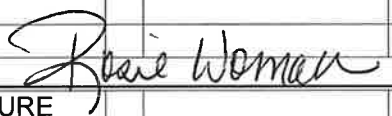

ANAHUAC INDEPENDENT SCHOOL DISTRICT

GENERAL FUNDS INVESTMENT LOG

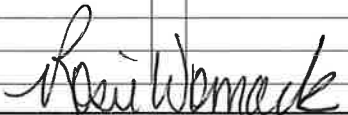
2/28/2022

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		1.07
	FIRST PUBLIC	1/31/2022		0.1222	\$ 12,303,648.17		1,251.71
\$2,067,458.76	TEXAS CLASS	1/31/2022		0.0965	\$ 51,294.09		4.20
	FIRST PUBLIC	2/28/2022		0.0246	\$ 128,202.15	\$ 128,202.15	2.18
	FIRST PUBLIC	2/28/2022		0.1366	\$ 12,424,940.37	\$ 12,424,940.37	1,292.20
\$2,823,730.31	TEXAS CLASS	2/28/2022		0.1229	\$ 51,298.94	\$ 51,298.94	4.85
TOTAL						\$ 12,604,441.46	\$ 1,573.64
							
SIGNATURE					DATE		

ANAHUAC INDEPENDENT SCHOOL DISTRICT						
GENERAL CAPITAL PROJECTS INVESTMENT LOG						
AS OF		2/28/2022				
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		\$ 1.15
TEX CLASS	1/31/2022		0.0965	\$ 3,996.47		\$ 0.30
FIRST PUBLIC	2/28/2022		0.1366	\$ 11,113.73	\$ 11,113.73	\$ 1.16
TEX CLASS	2/28/2022		0.1229	\$ 3,996.82	\$ 3,996.82	\$ 0.35
				TOTAL	\$ 15,110.55	\$ 8.23
Signature <i>Rosie Womack</i>		Date <i>3-2-22</i>				

ANAHUAC INDEPENDENT SCHOOL DISTRICT INTEREST AND SINKING INVESTMENT LOG							
				AS OF	2/22/2022		
EOM BANK BALANCE	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		\$65.16
\$174,704.59	Texas Class	1/31/2022		0.0965	\$ 27,667.95		\$2.28
	FIRST PUBLIC	2/28/2022		0.1366	\$ 627,884.45	\$ 627,884.45	\$65.79
\$1,573,346.64	Texas Class	2/28/2022		0.1229	\$ 27,670.55	\$ 27,670.55	\$2.60
					TOTAL	\$ 655,555.00	\$45.89
						<u>3-2-22</u>	
SIGNATURE						DATE	

One Page expenditure summary - Fund 199 Only
2-28-2022

		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	\$6,588,698	\$8,133,022	44.75%	6100	Payroll Costs					
211	Title I-A Improving Basic Progra	\$341,887	\$189,599	\$152,288	55.46%	6112	Salaries for Substitute Teachers	\$123,551	\$95,675	\$27,876	77.44%	
224	IDEA Part B (Special Education)	\$322,786	\$111,855	\$210,931	34.65%	6119	Salaries, Teachers & Professionals	\$7,889,342	\$3,249,172	\$4,640,170	41.18%	
225	IDEA Part B (Pre-School)	\$16,535	\$7,900	\$8,635	47.78%	6121	Extra Duty Pay, Overtime Support P	\$86,189	\$40,882	\$45,307	47.43%	
240	Food Service	\$895,079	\$507,165	\$387,914	56.66%	6129	Salaries, Paraprofessional & Suppor	\$1,744,417	\$743,285	\$1,001,132	42.61%	
244	Carl Perkins (Vocational)	\$17,709	\$17,709	\$0	100.00%	6141	Social Security / Medicare	\$732,327	\$298,064	\$434,263	40.70%	
255	Title II, Principal Teacher trainir	\$61,266	\$11,697	\$49,569	19.09%	6142	Group Health Insurance	\$398,396	\$153,585	\$244,811	38.55%	
263	Title III, LEP (Bilingual)	\$6,786	\$4,333	\$2,452	63.86%	6143	Workers Compensation	\$52,500	\$32,881	\$19,619	62.63%	
289	Title IV, Part A	\$26,377	\$2,549	\$23,828	9.66%	6144	TRS On-Behalf Payments	\$500	\$335,013	-\$334,513	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	\$189,862	\$196,507	49.14%	
599	Debt Service	\$1,390,000	\$1,050,239	\$339,761	75.56%	6149	Employee Benefits (leave for pay)	\$65,100	\$20,537	\$44,563	31.55%	
								\$11,486,691	\$5,169,433	\$6,317,258	45.00%	
Functions:						6200 Professional & Contracted Services						
11	Instruction	7,904,756	3,302,019	4,602,737	41.77%	6211	Legal Services	\$9,000	\$2,739	\$6,261	30.43%	
12	Library	83,259	35,262	47,997	42.35%	6212	Audit Services	\$51,700	\$37,400	\$14,300	72.34%	
13	Curriculum & Staff Developmer	242,252	119,557	122,695	49.35%	6213	Tax Appraisal and Collection	\$75,000	\$17,666	\$57,334	23.56%	
21	Instructional Leadership	322,006	156,834	165,172	48.71%	6219	Professional Services	\$158,795	\$58,617	\$100,178	36.91%	
23	Campus Leadership	927,400	415,747	511,653	44.83%	6222	Student Tuition - Public Schools	\$0	\$0	\$0	0.00%	
31	Counseling Services	326,033	155,316	170,717	47.64%	6223	Student Tuition - Other than Public	\$0	\$0	\$0	0.00%	
33	Health Services	152,839	64,844	87,995	42.43%	6239	Education Service Center Services	\$22,800	\$11,483	\$11,317	50.36%	
34	Student Transportation	535,339	228,227	307,112	42.63%	6249	Contracted Maintenance & Repair	\$361,176	\$148,451	\$212,725	41.10%	
35	Food Services	52,309	1,209	51,100	2.31%	6259	Utilities	\$550,000	\$194,083	\$355,917	35.29%	
36	Cocurricular/Extracurricular	861,187	398,896	462,291	46.32%	6269	Rentals - Operating Leases	\$94,700	\$15,531	\$79,169	16.40%	
41	General Administration	703,915	351,379	352,536	49.92%	6291	Consulting Services	\$56,200	\$19,126	\$37,074	34.03%	
51	Plant Maintenance & Operatio	2,053,872	1,087,928	965,944	52.97%	6299	Misc. Contracted Services	\$50,206	\$8,127	\$42,079	16.19%	
52	Security & monitoring Services	13,500	5,340	8,160	39.56%			\$1,429,577	\$513,223	\$916,354	35.90%	
53	Data Processing Services	435,655	247,195	188,460	56.74%	6300 Supplies & Materials						
61	Community Services	3,230	1,279	1,951	39.59%	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	\$81,384	\$88,116	48.01%	
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, St	\$3,050	\$0	\$3,050	0.00%	
		\$14,721,720	6,588,698	8,133,022	44.75%	6339	Testing Materials	\$13,700	\$4,723	\$8,977	34.48%	
						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	\$482,282	\$198,661	\$283,621	41.19%	
001	Anahuac High School	\$4,390,967	\$1,935,842	\$2,455,125	44.09%			\$707,132	\$302,703	\$404,429	42.81%	
041	Anahuac Middle School	\$2,805,831	\$1,323,765	\$1,482,066	47.18%	6400 Other Operation Costs & Travel						
101	Anahuac Elementary	\$4,640,793	\$2,019,997	\$2,620,796	43.53%	6411	Travel - Staff	\$66,835	\$17,273	\$49,562	25.84%	
701	District Office	\$337,203	\$176,576	\$160,627	52.36%	6412	Travel - Students	\$59,908	\$40,384	\$19,524	67.41%	
702	School Board	\$23,584	\$6,239	\$17,345	26.45%	6419	Travel - Non Employee	\$11,000	\$1,712	\$9,288	15.56%	
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	\$161,438	\$133,479	54.74%	6439	Election Costs	\$8,300	\$125	\$8,175	1.51%	
934	Transportation	\$551,539	\$231,266	\$320,273	41.93%	6491	Statutorily Required Public Notices	\$200	\$45	\$155	22.56%	
951	Plant Maintenance & Operatio	\$125,633	\$31,843	\$93,790	25.35%	6492	Payments to Fiscal Agent of SSA	\$29,168	\$0	\$29,168	0.00%	
999	District Wide	\$1,476,253	\$684,065	\$792,188	46.34%	6494	Reclassified Transportation	\$47,000	\$0	\$47,000	0.00%	
		\$14,721,720	\$6,588,698	\$8,133,022	44.75%	6495	Memberships & Dues	\$33,059	\$29,041	\$4,018	87.85%	
						6499	Misc. Expenses: Awards, etc.	\$114,435	\$23,719	\$90,716	20.73%	
								\$942,905	\$593,341	\$349,564	62.93%	
Program Intent Codes:						6600 Capital Outlay & Equipment						
11	Basic Education	\$5,401,773	\$2,265,560	\$3,136,213	41.94%	6629	Facilities & Construction	\$0	\$0	\$0	0.00%	
21	Gifted & Talented	\$35,570	\$14,529	\$21,041	40.85%	6631	Vehicles > \$5,000 per unit cost	\$140,000	\$0	\$140,000	0.00%	
22	Career & Technology	\$746,252	\$339,085	\$407,167	45.44%	6639	Assets > \$5,000/unit (tagged & depl	\$15,415	\$9,998	\$5,418	0.00%	
23	Special Education	\$1,212,738	\$511,418	\$701,320	42.17%	6649	Assets< \$5,000 (tagged & inventorie	\$0	\$0	\$0	0.00%	
24	Accelerated Education	\$178,428	\$40,858	\$137,570	22.90%			\$155,415	\$9,998	\$145,418	6.43%	
25	Bilingual education	\$22,905	\$5,410	\$17,495	23.62%							
28	DAEP Basic Services	\$87,203	\$36,462	\$50,741	41.81%			\$14,721,720	\$6,588,698	\$8,133,022	44.75%	
30	State Compensatory	\$323,672	\$134,888	\$188,784	41.67%	Revenue:						
32	Prekindergarten	\$105,554	\$44,434	\$61,120	42.10%	5700	Local	\$6,135,100	\$5,663,619	\$471,482	92.32%	
33	Prekindergarten Special Ed	\$77,433	\$33,783	\$43,650	43.63%	5800	State	\$7,500,000	\$4,018,892	\$3,481,108	53.59%	
36	Early Education Allotment	\$234,331	\$98,383	\$135,948	41.98%	5900	Federal	\$372,000	\$10,614	\$361,386	2.85%	
37	Dyslexia	\$77,319	\$32,710	\$44,609	42.31%			Total Revenues	\$14,007,100	\$9,693,124	\$4,313,976	69.20%
38	CCMR Readiness	\$40,284	\$27,790	\$12,494	68.99%			Total Expenditures	\$14,721,720	\$6,588,698	\$8,133,022	44.75%
91	Athletics	\$662,700	\$336,494	\$326,206	50.78%			Operation Transfers In/Out	\$0	\$0		
99	Misc. / Undistributed	\$5,516,558	\$2,666,894	\$2,849,664	48.34%			Revenue Over (under) Exp	-\$714,620	\$3,104,426		
		\$14,722,720	\$6,588,698	\$8,134,022	44.75%							

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					Check Amount	Date	Stmnt Date
GO ANAHUAC NATIONAL BANK							
7024524	CITI BAN000	CITI BANK	V	02/07/2022	\$-14.95	02/14/2022	02/07/2022
7024613	KREUZ CO000	Kreuz Consulting Group	V	02/22/2022	\$-7,000.00	02/22/2022	02/22/2022
7024632	REALLY G000	REALLY GOOD STUFF	V	02/16/2022	\$-761.58	02/22/2022	02/16/2022
7024685	ABBO JOE000	ABBO, JOEL	R	02/03/2022	\$95.00	02/03/2022	02/16/2022
7024686	ALAN HAS000	ALAN HASKINS	R	02/03/2022	\$90.00	02/03/2022	02/23/2022
7024687	ALEMAERI000	ALEMAN, ERIBERTO	R	02/03/2022	\$160.00	02/03/2022	02/09/2022
7024688	BERGSJAM000	BERGSTROM, JAMES R.	R	02/03/2022	\$175.00	02/03/2022	02/14/2022
7024689	BOLSETR000	BOLSER, TROY	R	02/03/2022	\$30.00	02/03/2022	02/25/2022
7024690	CASTAMAR000	CASTANEDA, MARIA	R	02/03/2022	\$125.00	02/03/2022	02/17/2022
7024691	CHATMLAC000	CHATMON, LACHAD	R	02/03/2022	\$445.00	02/03/2022	02/08/2022
7024692	CORREKEL000	CORREIA, KELLY	R	02/03/2022	\$160.00	02/03/2022	02/09/2022
7024693	DARREN S000	DARREN SEYMOUR	R	02/03/2022	\$310.00	02/03/2022	02/09/2022
7024694	EVANSJES000	EVANS, JESSE	R	02/03/2022	\$855.00	02/03/2022	02/09/2022
7024695	FLANNROL000	FLANNEL, ROLAND	R	02/03/2022	\$145.00	02/03/2022	02/08/2022
7024696	GAILYN W000	GAILYN WELLS	R	02/03/2022	\$90.00	02/03/2022	03/01/2022
7024697	GUILLROB000	GUILLORY, ROBERT O.	R	02/03/2022	\$300.00	02/03/2022	03/14/2022
7024698	JARAMMOI000	JARAMILLO, MOISES S.	R	02/03/2022	\$165.00	02/03/2022	02/09/2022
7024699	JEROME L000	JEROME LEWIS	R	02/03/2022	\$575.00	02/03/2022	02/10/2022
7024700	JONESDAV000	JONES, DAVID	R	02/03/2022	\$90.00	02/03/2022	02/23/2022
7024701	JOSEPH A000	JOSEPH A DANIELS	R	02/03/2022	\$165.00	02/03/2022	02/10/2022
7024702	KNUTHCAL000	KNUTH, CALVIN	R	02/03/2022	\$95.00	02/03/2022	02/09/2022
7024703	KNUTHJOS000	KNUTH, JOSHUA	R	02/03/2022	\$125.00	02/03/2022	02/11/2022
7024704	LEANOMAR000	LEANO, MARY	R	02/03/2022	\$160.00	02/03/2022	02/10/2022
7024705	LEFFAJOH000	LEFFAGE, JOHN D.	R	02/03/2022	\$95.00	02/03/2022	02/11/2022
7024706	LEO HAGG000	LEO HAGGERTY	R	02/03/2022	\$345.00	02/03/2022	02/10/2022
7024707	REGION I001	REGION IV	R	02/03/2022	\$100.00	02/03/2022	02/09/2022
7024708	ROBEREMI001	ROBERSON, EMIEL	R	02/03/2022	\$180.00	02/03/2022	02/09/2022
7024709	RON MAYF000	RON MAYFIELD	R	02/03/2022	\$90.00	02/03/2022	02/09/2022
7024710	ROY ADAM000	ROY ADAMS	R	02/03/2022	\$165.00	02/03/2022	03/15/2022
7024711	SHELLIE 000	SHELLIE DICK	R	02/03/2022	\$165.00	02/03/2022	02/10/2022
7024712	TEXAS ED004	TEXAS EDUCATIONAL PAPERBA	R	02/03/2022	\$15.07	02/03/2022	02/15/2022
7024713	WALKEWAL000	WALKER, WALTER	R	02/03/2022	\$30.00	02/03/2022	02/11/2022
7024714	WILLIROL000	WILLIAMS, ROLAND	R	02/03/2022	\$160.00	02/03/2022	03/07/2022
7024715	REGION X008	REGION X - JH MUSIC S-E	R	02/03/2022	\$56.00	02/03/2022	02/15/2022
7024716	ISTRECAR001	ISTRE, CARRIE	R	02/04/2022	\$144.00	02/04/2022	02/04/2022
7024717	JOHN WHE000	JOHN WHEELER GENERAL CONT	R	02/07/2022	\$3,595.00	02/07/2022	02/15/2022
7024718	BROWNCOR000	Brown, Cornelius L.	R	02/08/2022	\$280.00	02/08/2022	02/09/2022
7024719	CUNNICOD001	CUNNIGHAM, CODY	R	02/08/2022	\$540.00	02/08/2022	02/09/2022
7024720	BRAY MIC001	BRAY, MICHELLE	R	02/10/2022	\$350.00	02/10/2022	02/14/2022
7024721	MARSHASH001	MARSHALL, ASHLEY M.	R	02/10/2022	\$180.00	02/10/2022	03/08/2022
7024722	MARSHASH001	MARSHALL, ASHLEY M.	R	02/10/2022	\$144.00	02/10/2022	
7024723	PORT NEC000	PORT NECHES-GROVES ISD	R	02/10/2022	\$895.00	02/10/2022	02/16/2022
7024724	PARKEKAY001	PARKER, KAYLEE	R	02/11/2022	\$980.00	02/11/2022	02/11/2022
7024725	BENNEJEF001	BENNETT, JEFFREY	R	02/11/2022	\$640.00	02/11/2022	02/11/2022
7024726	A1 FILTE000	A1 FILTER SERVICE	R	02/14/2022	\$1,494.00	02/14/2022	02/28/2022
7024727	ALAN HAS000	ALAN HASKINS	R	02/14/2022	\$220.00	02/14/2022	02/28/2022
7024728	ALEMAERI000	ALEMAN, ERIBERTO	R	02/14/2022	\$160.00	02/14/2022	02/23/2022
7024729	ALERT SE000	ALERT SERVICES INC	R	02/14/2022	\$563.95	02/14/2022	02/23/2022
7024730	ANAHUAC 000	ANAHUAC AREA CHAMBER OF	R	02/14/2022	\$50.00	02/14/2022	
7024731	ANAHUAC 010	ANAHUAC LION'S CLUB	R	02/14/2022	\$100.00	02/14/2022	02/25/2022
7024732	BORDEN I000	BORDEN INC - NEW DAIRY OP	R	02/14/2022	\$11,099.96	02/14/2022	02/22/2022
7024733	BROOKS D000	BROOKS DUPLICATOR COMPANY	R	02/14/2022	\$279.85	02/14/2022	03/03/2022

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GO ANAHUAC NATIONAL BANK							
*****Continued*****							
7024734	BROWNCOR000	Brown, Cornelius L.	R	02/14/2022	\$280.00	02/14/2022	02/16/2022
7024735	BUCK SPR000	BUCK SPRINGS	R	02/14/2022	\$1,509.75	02/14/2022	02/25/2022
7024736	CANON SO000	CANON SOLUTIONS AMERICA	R	02/14/2022	\$671.92	02/14/2022	02/22/2022
7024737	CDW-G 000	CDW-G	R	02/14/2022	\$19,697.00	02/14/2022	02/28/2022
7024738	CENTERPO000	CENTERPOINT	R	02/14/2022	\$1,011.90	02/14/2022	02/28/2022
7024739	CHAMBERS000	CHAMBERS CO HEALTH DEPT	R	02/14/2022	\$1,050.00	02/14/2022	02/25/2022
7024740	CITI BAN000	CITI BANK	R	02/14/2022	\$1,686.49	02/14/2022	03/04/2022
7024741	CITI BAN000	CITI BANK	R	02/14/2022	\$182.02	02/14/2022	03/04/2022
7024742	CITI BAN000	CITI BANK	R	02/14/2022	\$1,226.00	02/14/2022	02/18/2022
7024742	CITI BAN000	CITI BANK	V	02/18/2022	-\$1,226.00	02/22/2022	02/18/2022
7024743	CITI BAN000	CITI BANK	R	02/14/2022	\$427.00	02/14/2022	03/04/2022
7024744	CITI BAN000	CITI BANK	R	02/14/2022	\$16.30	02/14/2022	03/04/2022
7024745	CITI BAN000	CITI BANK	R	02/14/2022	\$40.34	02/14/2022	03/04/2022
7024746	CITI BAN000	CITI BANK	R	02/14/2022	\$559.58	02/14/2022	02/18/2022
7024746	CITI BAN000	CITI BANK	V	02/18/2022	-\$559.58	02/22/2022	02/18/2022
7024747	CITI BAN000	CITI BANK	R	02/14/2022	\$87.69	02/14/2022	
7024748	CITI BAN000	CITI BANK	R	02/14/2022	\$495.42	02/14/2022	03/04/2022
7024749	CITI BAN000	CITI BANK	R	02/14/2022	\$26.11	02/14/2022	03/04/2022
7024750	CITI BAN000	CITI BANK	R	02/14/2022	\$15.01	02/14/2022	
7024751	CITI BAN000	CITI BANK	R	02/14/2022	\$3.34	02/14/2022	03/04/2022
7024752	CITI BAN000	CITI BANK	R	02/14/2022	\$17.16	02/14/2022	03/04/2022
7024753	CITY OF 000	CITY OF ANAHUAC	R	02/14/2022	\$2,726.28	02/14/2022	02/17/2022
7024754	COASTAL 004	COASTAL WELDING SUPPLY IN	R	02/14/2022	\$2,842.75	02/14/2022	02/18/2022
7024754	COASTAL 004	COASTAL WELDING SUPPLY IN	V	02/18/2022	-\$2,842.75	02/22/2022	02/18/2022
7024755	CORMITOR000	CORMIER, TORI	R	02/14/2022	\$15.50	02/14/2022	
7024756	ED311 000	ED311	R	02/14/2022	\$180.00	02/14/2022	03/01/2022
7024757	EDWARDCHR000	EDWARDS, CHRISTOPHER	R	02/14/2022	\$70.00	02/14/2022	02/23/2022
7024758	ENTERGY 000	ENTERGY TEXAS INC.	R	02/14/2022	\$4,863.88	02/14/2022	02/22/2022
7024759	FERGUSON000	FERGUSON FACILITIES SUPPL	R	02/14/2022	\$3,422.05	02/14/2022	02/24/2022
7024760	FITNESS 000	FITNESS FINDERS INC	R	02/14/2022	\$229.95	02/14/2022	03/02/2022
7024761	FLINN SC000	FLINN SCIENTIFIC	R	02/14/2022	\$179.62	02/14/2022	02/25/2022
7024762	GT DISTR000	GT DISTRIBUTORS, INC.	R	02/14/2022	\$100.00	02/14/2022	03/07/2022
7024763	HALLMARK000	HALLMARK OFFICE PRODUCTS	R	02/14/2022	\$84.20	02/14/2022	02/24/2022
7024764	HAMSHIRE001	HAMSHIRE FANNETT ISD	R	02/14/2022	\$100.00	02/14/2022	02/25/2022
7024765	HARDIES 000	HARDIES FRUIT & VEGETABLE	R	02/14/2022	\$6,567.01	02/14/2022	03/02/2022
7024766	HAROLD E000	HAROLD E THOMAS	R	02/14/2022	\$165.00	02/14/2022	03/15/2022
7024767	HARRIS C005	HARRIS COUNTY DEPARTMENT	R	02/14/2022	\$399.00	02/14/2022	02/28/2022
7024768	HARRIS C007	HARRIS COUNTY TOLL ROAD A	R	02/14/2022	\$5.25	02/14/2022	02/23/2022
7024769	HENDECHA000	HENDERSON, CHARLES	R	02/14/2022	\$220.00	02/14/2022	03/01/2022
7024770	HOTCHKIS000	HOTCHKISS	R	02/14/2022	\$1,168.16	02/14/2022	02/23/2022
7024771	HULL DAI001	HULL DAISSETTA ATHLETIC BO	R	02/14/2022	\$175.00	02/14/2022	03/07/2022
7024772	INTERNET000	INTERNET MANAGEMENT SERVI	R	02/14/2022	\$7,980.00	02/14/2022	02/28/2022
7024773	INTERQUE000	INTERQUEST GROUP INC	R	02/14/2022	\$560.00	02/14/2022	03/08/2022
7024774	KARCZEWS000	KARCZEWSKI BRADSHAW SPALD	R	02/14/2022	\$482.50	02/14/2022	02/23/2022
7024775	KELLY HI000	KELLY HIGH SCHOOL	R	02/14/2022	\$100.00	02/14/2022	
7024776	KIRSCRIC000	KIRSCHNER, RICHARD A. JR	R	02/14/2022	\$160.00	02/14/2022	02/23/2022
7024777	KOMMERCI000	KOMMERCIAL KITCHENS	R	02/14/2022	\$2,877.27	02/14/2022	02/25/2022
7024778	KOUNTZE 001	KOUNTZE HIGH SCHOOL	R	02/14/2022	\$100.00	02/14/2022	03/11/2022
7024779	LABATT F000	LABATT FOOD SERVICE	R	02/14/2022	\$47,980.37	02/14/2022	02/23/2022
7024780	LACHAJEF000	LACHAPELLE, JEFFREY	R	02/14/2022	\$70.00	02/14/2022	03/08/2022
7024781	LAKESHOR003	LAKESHORE LEARNING MATERI	R	02/14/2022	\$1,299.70	02/14/2022	02/24/2022

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Check #	Payee Key	Payee Name	T	Check Date	Check Amount	Date	Stmnt Date
GO ANAHUAC NATIONAL BANK							
*****Continued*****							
7024782	LAMAR UN000	LAMAR UNIVERSITY	R	02/14/2022	\$125.00	02/14/2022	03/01/2022
7024783	LITTLE C001	LITTLE CYPRESS MAURICEVIL	R	02/14/2022	\$100.00	02/14/2022	03/11/2022
7024784	LOFTOLAU001	LOFTON, LAURA	R	02/14/2022	\$200.00	02/14/2022	
7024785	LOWE'S 000	LOWE'S	R	02/14/2022	\$331.41	02/14/2022	02/22/2022
7024786	MSB 000	MSB	R	02/14/2022	\$266.33	02/14/2022	
7024787	NASCO 000	NASCO	R	02/14/2022	\$460.07	02/14/2022	02/23/2022
7024788	NATALIE 000	NATALIE HUDSON, COGNITIVE	R	02/14/2022	\$5,300.00	02/14/2022	02/15/2022
7024789	NORTH TE000	NORTH TEXAS TOLLWAY AUTHO	R	02/14/2022	\$13.03	02/14/2022	03/01/2022
7024790	OFFICE D000	OFFICE DEPOT	R	02/14/2022	\$349.24	02/14/2022	03/07/2022
7024791	P&C EDUC000	P&C EDUCATIONAL ENTERPRIS	R	02/14/2022	\$7,990.00	02/14/2022	
7024792	PASADENA001	PASADENA SPORTING GOODS	R	02/14/2022	\$4,459.00	02/14/2022	03/04/2022
7024793	PEARSON 001	PEARSON	R	02/14/2022	\$396.44	02/14/2022	02/22/2022
7024794	PEARSON 013	PEARSON ASSESSMENTS	R	02/14/2022	\$1,473.20	02/14/2022	02/22/2022
7024795	PINNACLE000	PINNACLE MEDICAL MANAGEME	R	02/14/2022	\$65.00	02/14/2022	02/23/2022
7024796	PITNEY B001	PITNEY BOWES	R	02/14/2022	\$1,000.32	02/14/2022	02/28/2022
7024797	PORT NEC000	PORT NECHES-GROVES ISD	R	02/14/2022	\$100.00	02/14/2022	03/09/2022
7024798	PURCHASE000	PURCHASE POWER	R	02/14/2022	\$1,171.78	02/14/2022	02/28/2022
7024799	RALPH'S 000	RALPH'S INDUSTRIAL ELECTR	R	02/14/2022	\$758.00	02/14/2022	02/24/2022
7024800	REGION I001	REGION IV	R	02/14/2022	\$1,250.00	02/14/2022	02/25/2022
7024801	REGION V000	REGION V EDUCATION SERVIC	R	02/14/2022	\$500.00	02/14/2022	02/23/2022
7024802	RMA TOLL000	RMA TOLL PROCESSING	R	02/14/2022	\$28.97	02/14/2022	02/22/2022
7024803	ROBERNOR000	ROBERTS, NORRIS C.	R	02/14/2022	\$30.00	02/14/2022	
7024804	ROGERS, 000	ROGERS, MORRIS & GROVER,	R	02/14/2022	\$101.25	02/14/2022	02/22/2022
7024805	SAMCO CA000	SAMCO Capital	R	02/14/2022	\$2,500.00	02/14/2022	03/11/2022
7024806	SAN JACI003	SAN JACINTO COLLEGE	R	02/14/2022	\$275.00	02/14/2022	
7024807	SANITARY000	SANITARY SUPPLY CO INC	R	02/14/2022	\$1,343.04	02/14/2022	02/25/2022
7024808	SCHNEIDE001	SCHNEIDER ELECTRIC	R	02/14/2022	\$2,042.50	02/14/2022	02/22/2022
7024809	SCHOOL H003	SCHOOL HEALTH CORPORATION	R	02/14/2022	\$612.95	02/14/2022	02/23/2022
7024810	SOCCER.C000	SOCCER.COM	R	02/14/2022	\$243.77	02/14/2022	02/25/2022
7024811	SOUTHEAS001	SOUTHEAST TEXAS COACHES A	R	02/14/2022	\$300.00	02/14/2022	03/16/2022
7024812	SOUTHEAS003	SOUTHEAST TEXAS WATER CON	R	02/14/2022	\$224.52	02/14/2022	02/25/2022
7024813	SPIRIT E000	SPIRIT EVENT COORDINATORS	R	02/14/2022	\$357.00	02/14/2022	02/28/2022
7024814	SPORT DE001	SPORT DECALS	R	02/14/2022	\$112.00	02/14/2022	02/23/2022
7024815	STANDARD000	STANDARD CHAIR OF GARDNER	R	02/14/2022	\$439.00	02/14/2022	02/25/2022
7024816	STATEWID000	STATEWIDE EDUCATIONAL	C	02/14/2022	\$0.00	02/14/2022	02/14/2022
7024816	STATEWID000	STATEWIDE EDUCATIONAL	R	02/14/2022	\$12,816.00	02/14/2022	
7024817	SULLIVAN000	SULLIVAN SUPPLY SERVICE	R	02/14/2022	\$1,729.30	02/14/2022	03/10/2022
7024818	SUMMIT F000	SUMMIT FIRE & SECURITY (F	R	02/14/2022	\$3,353.25	02/14/2022	02/23/2022
7024819	SWICEGOO000	SWICEGOOD MUSIC COMPANY	R	02/14/2022	\$12,528.99	02/14/2022	02/23/2022
7024820	TASB 000	TASB	R	02/14/2022	\$5,751.07	02/14/2022	02/23/2022
7024821	TEACHER 002	TEACHER DIRECT	R	02/14/2022	\$322.12	02/14/2022	03/01/2022
7024822	TEXAS AS000	TEXAS ASCD	R	02/14/2022	\$6,800.00	02/14/2022	
7024823	TEXAS CO011	TEXAS COUNCIL OF ADMINIST	R	02/14/2022	\$630.00	02/14/2022	03/21/2022
7024824	TEXAS ST003	TEXAS STATE LIBRARY ARCHI	R	02/14/2022	\$384.54	02/14/2022	02/28/2022
7024825	TRU-FLO 000	TRU-FLO PLUMBING	R	02/14/2022	\$1,125.45	02/14/2022	02/23/2022
7024826	TURNECHE000	TURNER, CHERYL K.	R	02/14/2022	\$954.00	02/14/2022	02/23/2022
7024827	VIDOR HI000	VIDOR HIGH SCHOOL	R	02/14/2022	\$100.00	02/14/2022	
7024828	W W GRAI000	W W GRAINGER INC	R	02/14/2022	\$2,563.04	02/14/2022	02/23/2022
7024829	WEAVER A000	WEAVER And TIDWELL, LLP	R	02/14/2022	\$10,400.00	02/14/2022	02/23/2022
7024830	WINDSTRE000	WINDSTREAM	R	02/14/2022	\$1,694.89	02/14/2022	02/25/2022
7024831	WOODVILL002	WOODVILLE ISD	R	02/14/2022	\$100.00	02/14/2022	

Cash Posting

Check #	Payee Key	Payee Name	T	Check Date	Check Amount	Date	Stmnt Date
GO ANAHUAC NATIONAL BANK							
*****Continued*****							
7024832	YUMI ICE000	YUMI ICE CREAM COMPANY	R	02/14/2022	\$309.84	02/14/2022	02/23/2022
7024833	BUCK SPR000	BUCK SPRINGS	R	02/22/2022	\$30.00	02/22/2022	03/04/2022
7024834	CITI BAN000	CITI BANK	R	02/22/2022	\$33.99	02/22/2022	03/04/2022
7024835	CITI BAN000	CITI BANK	R	02/22/2022	\$73.58	02/22/2022	03/04/2022
7024836	CITI BAN000	CITI BANK	R	02/22/2022	\$128.98	02/22/2022	03/04/2022
7024837	CITI BAN000	CITI BANK	R	02/22/2022	\$227.76	02/22/2022	02/22/2022
7024837	CITI BAN000	CITI BANK	V	02/22/2022	\$-227.76	02/22/2022	02/22/2022
7024838	CITI BAN000	CITI BANK	R	02/22/2022	\$23.96	02/22/2022	03/04/2022
7024839	CITI BAN000	CITI BANK	R	02/22/2022	\$24.98	02/22/2022	03/04/2022
7024840	CITI BAN000	CITI BANK	R	02/22/2022	\$31.20	02/22/2022	03/04/2022
7024841	CITI BAN000	CITI BANK	R	02/22/2022	\$76.16	02/22/2022	03/04/2022
7024842	CITI BAN000	CITI BANK	R	02/22/2022	\$24.99	02/22/2022	03/04/2022
7024843	CITI BAN000	CITI BANK	C	02/22/2022	\$0.00	02/22/2022	02/22/2022
7024843	CITI BAN000	CITI BANK	R	02/22/2022	\$178.27	02/22/2022	03/04/2022
7024844	CITI BAN000	CITI BANK	R	02/22/2022	\$753.26	02/22/2022	03/04/2022
7024845	CITI BAN000	CITI BANK	R	02/22/2022	\$279.13	02/22/2022	03/04/2022
7024846	CITI BAN000	CITI BANK	R	02/22/2022	\$375.50	02/22/2022	03/04/2022
7024847	CITI BAN000	CITI BANK	R	02/22/2022	\$1,151.75	02/22/2022	03/04/2022
7024848	CITI BAN000	CITI BANK	R	02/22/2022	\$14.95	02/22/2022	03/04/2022
7024849	CITI BAN000	CITI BANK	R	02/22/2022	\$558.68	02/22/2022	03/04/2022
7024850	CITI BAN000	CITI BANK	R	02/22/2022	\$124.64	02/22/2022	03/04/2022
7024851	CITI BAN000	CITI BANK	R	02/22/2022	\$1,143.03	02/22/2022	03/04/2022
7024852	CITI BAN000	CITI BANK	R	02/22/2022	\$279.42	02/22/2022	03/04/2022
7024853	CITI BAN000	CITI BANK	R	02/22/2022	\$47.99	02/22/2022	03/04/2022
7024854	CITI BAN000	CITI BANK	R	02/22/2022	\$1,104.84	02/22/2022	03/04/2022
7024855	CITI BAN000	CITI BANK	R	02/22/2022	\$93.83	02/22/2022	03/04/2022
7024856	CITI BAN000	CITI BANK	R	02/22/2022	\$49.95	02/22/2022	03/04/2022
7024857	COASTAL 004	COASTAL WELDING SUPPLY IN	R	02/22/2022	\$1,815.89	02/22/2022	02/28/2022
7024858	REALLY G000	REALLY GOOD STUFF	R	02/22/2022	\$761.58	02/22/2022	03/03/2022
7024859	SCHOOLMA001	SCHOOLMART	R	02/22/2022	\$2,263.84	02/22/2022	03/01/2022
7024860	CUNNICOD001	CUNNIGHAM, CODY	R	02/22/2022	\$180.00	02/22/2022	02/24/2022
7024861	CITI BAN000	CITI BANK	R	02/22/2022	\$222.76	02/22/2022	03/04/2022
7024862	KREUZ CO000	Kreuz Consulting Group	R	02/22/2022	\$7,000.00	02/22/2022	03/08/2022
7024863	LANE GAR001	LANE, GARRETT	R	02/23/2022	\$108.00	02/23/2022	02/24/2022
7024864	MARSHASH001	MARSHALL, ASHLEY M.	R	02/23/2022	\$72.00	02/23/2022	02/25/2022
7024865	MARSHASH001	MARSHALL, ASHLEY M.	R	02/23/2022	\$160.00	02/23/2022	02/25/2022
7024866	LANE GAR001	LANE, GARRETT	R	02/23/2022	\$468.00	02/23/2022	02/24/2022
7024867	H-GAC 000	H-GAC	R	02/23/2022	\$125.00	02/23/2022	03/22/2022
7024868	GORE JAC001	GORE, JACKSON	R	02/24/2022	\$480.00	02/24/2022	02/24/2022
7024869	PORT NEC000	PORT NECHES-GROVES ISD	R	02/24/2022	\$450.00	02/24/2022	03/04/2022
7024870	WHITETRE001	WHITE, TREVOR	R	02/24/2022	\$200.00	02/24/2022	02/24/2022
7024871	CHAMBERS011	CHAMBERS COUNTY TAX OFFIC	R	02/28/2022	\$15.00	02/28/2022	03/02/2022
7024872	PARKEKAY001	PARKER, KAYLEE	R	02/28/2022	\$420.00	02/28/2022	03/01/2022

Number Of Checks: 197 \$247,019.95

Total Checks: 197 \$247,019.95

Totals: Bank Total \$\$
GO \$247,019.95

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



ANAHUAC ISD
DISTRICT OF INNOVATION PLAN PROPOSAL

Introduction

House Bill 1842, created and passed during the 84th Texas Legislative Session in Spring 2015, provides a unique opportunity for Texas public school districts to exempt themselves from some parts of the Texas Education Code. In order to do this, a public school district must adopt an innovation plan, as set forth in Texas Education Code Chapter 12 A.

On November 29, 2021 the Anahuac ISD Board of Trustees approved a resolution to initiate consideration for becoming designated a District of Innovation. The District of Innovation Planning Committee met on January 12, 2022 to discuss and draft this Local Innovation Plan. The Committee sought and considered input on the plan through the District Education Improvement Council. Anahuac ISD's Local Innovation Plan will begin May 20, 2022 and conclude at the end of the 2026-2027 school year unless the plan is terminated or amended by the Anahuac ISD Board of Trustees in accordance with HB1842.

Anahuac ISD District of Innovation Planning Committee

Dennis Wagner, Superintendent
Patti Nauman, Curriculum Director
Carrie Istre, Special Services Director
Monica Rodriguez, ESSER Math Interventionist
Eduardo Lugo, HS Teacher
Whitney Dreaden HS Counselor
Eric Humphrey/Daniel Andrews HS Principal
Tammy Duhon MS Principal
Lynna Stephenson MS Assistant Principal
Katherine Russell MS Teacher
Wendy Clark MS Teacher
Cherie Burns ESSER Instructional Coach
Kurstyn McCreight ES Teacher
English Henicke, ES Non-Teaching Professional
Julie Barrow, Business Owner
Gina Kelley, Parent
Kaci Kreuzer, Parent
Lindsey Hedges, Parent
Erika Dominy, Parent
Claudia Sandoval, Parent

As a District of Innovation, Anahuac ISD may be exempted from several state statutes and will have more flexibility in:

- Creating a calendar that addresses student and teacher instructional goals
- Ability to hire hard to find Fine Arts and Career and Technical courses with teachers that meet the District's local requirements
- Evaluating teacher performance by allowing renewal of Probationary contracts for additional one year term for all teachers that are new to the district who have been employed as a teacher in public education for at least five of eight years preceding employment by the District.
- Exempting students from the 90% attendance rule and establish local criteria which would allow AISD to award credit based on understanding and mastery of concepts rather than "seat time".

- School Start Date

Exemption From: TEC §25.0811

- To allow for a calendar that fits the local needs of our community, we would like to consider moving the mandatory start date. Instructional days will be permitted to begin prior to the 4th Monday in August.

Goals:

Balanced semesters for improved instruction

Front-load instructional days

Improve the district attendance rate and student success through the flexibility in the calendar.

Increase professional capacity of teachers by providing increased mid-year Professional Development.

- Teacher Certification

Exemption From: TEC §21.003

- A. The campus principal may submit to the superintendent a request to allow a certified teacher to teach one subject out of their certified field. The principal must specify in writing the reason for the request and document what credentials the certified teacher possesses which qualify this individual to teach this subject.
(Special Education and Bilingual/ESL teachers will be SBEC certified.)
- B. An individual with experience in a CTE or Fine Arts field could be eligible to teach a vocational skill or course through a local teaching certificate. The principal will submit the request to the superintendent with all the individual's credentials. The superintendent will then approve the request if they feel the individual could be an asset to students. The superintendent will then report this action to the Board of Trustees prior to the individual beginning any employment. Local teaching certificates will be for one year. The employee will be at-will.

Goal:

Allow more flexibility in our scheduling by increasing capacity to offer a wider variety of CTE and Fine Arts courses.

- Teacher Contracts

- Exemption From: TEC §21.102

- The ability to renew the probationary contract one additional one-year period, for a maximum of two school years, for all teachers that are new to the district who have been employed as a teacher in public education for at least five of eight years preceding employment by the District.

Goal:

Benefit both the district and the teacher by offering a broader contract option.

- Minimum Attendance for class Credit

- Exemption From TEC §25.092

- If the district is to be able to implement innovative instructional methods such as virtual classrooms, blended learning, and work study opportunities, it will need an exemption from the 90% “seat time” attendance rule as set forth in §25.092.

Goal:

Relief from this Section will also inhibit barriers for students who wish to engage in service learning opportunities in the community.

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

Wednesday, February 9, 2022 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 pledges of allegiance to the United States and Texas flags, and member Carrington led 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)

Citizen Andy Legg spoke about the success of the Anahuac ISD Education Foundation dance and spoke of the impending bond election and support of the board.

III. Presentation By Bond Committee

IV. NEW ITEMS

IV.A) Consideration and Approval of an Order Calling A Bond Election To Be Held By The Anahuac Independent School District

Action(s):

Move that the Board adopt an order calling a bond election to be held by the Anahuac Independent School District in the amount of \$47,000,000. This motion, made by Michael Morehead 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

IV.B) Consider Joint Election Agreement Between Anahuac ISD, City of Anahuac, and Chambers County Public Hospital District No. 1

Action(s):

Move to approve a Joint Election Agreement Between Anahuac ISD, City of Anahuac, and Chambers County Public Hospital District No. 1. This motion, made by Carlton Carrington 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

V. CLOSED SESSION

The Board entered into Closed Session at 6:52 p.m.

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

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

V.C) Superintendent Evaluation and Contract: Texas Government Code 551.074

VI. RECONVENE INTO OPEN SESSION

The Board reconvened into Open Session at 8:28 p.m.

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

VIII. Consider Amendment to Superintendent's Contract

Move to approve amendment to Superintendent's contract. 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

IX. ADJOURNMENT

Move to adjourn at 8:35 p.m. 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

Board President

Secretary

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

Monday, February 28, 2022 6:00 PM

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

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

Parent Nicole Nelson spoke in Public Comment about her concerns with the Special Education Department.

III. STUDENT Recognition

Elementary school UIL participants were recognized, Middle school scholar and character students were recognized, and high school all state football picks were recognized.

IV. STAFF Recognition

All campus counselors were recognized.

V. MONTHLY REPORTS

V.A) Superintendent's Report

V.A)1) Principal Reports

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

VI. NEW ITEMS

VI.A) Consider Budget Calendar

Action(s) :

Move to approve the Budget Calendar. This motion, made by Carlton Carrington and seconded by Michael Morehead, Passed.

Voting Detail:

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

Willie Lancon: Yea
Michael Morehead: Yea
John Redman: Yea
Kaley Smith: Yea
Voting Summary: Yea: 7, Nay: 0

VI.B) Consider Minutes of January 24, 2022
Regular Meeting

Action(s) :
Move to approve Minutes of January 24, 2022
Regular Meeting and February 9, 2022 Special
Meeting. This motion, made by John Redman and
seconded by Michael Morehead, Passed.

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

Voting Summary: Yea: 6, Nay: 0, Abstain (Without
Conflict): 1

VI.C) Consider Delegating Teacher Hiring
Authority to Superintendent Commencing March 1,
2022 through May 31, 2022

Action(s) :
Move to approve Delegating Teacher Hiring
Authority to Superintendent Commencing March 1,
2022 through May 31, 2022. This motion, made by
Willie Lancon and seconded by Stacey Davis,
Passed.

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

Voting Summary: Yea: 7, Nay: 0

VI.D) Consider Revised Order of Election and
Exhibits A&B

Action(s) :
Move to approve the revised Order of Election.
This motion, made by Stacey Davis and seconded by
Kaley Smith, Passed.

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

Voting Summary: Yea: 7, Nay: 0

VI.E) Consider Joint Contract for Election Services with County Clerk of Chambers County

Action(s) :

Move to approve a Joint Contract for Election Services with County Clerk of Chambers County. This motion, made by Carlton Carrington and seconded by Willie Lancon, Passed.

Voting Detail:

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

Voting Summary: Yea: 7, Nay: 0

VII. CLOSED SESSION

The Board entered into Closed Session at 6:55 p.m.

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

VII.B) Discuss Administrator Contracts: Texas Government Code 551.074

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

VIII. RECONVENE INTO OPEN SESSION

The Board reconvened into Open Session at 7:45 p.m.

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

IX.A) Consider Administrator Contracts

Action(s) :

I move to approve administrator contracts as recommended by the Superintendent. This motion, made by Stacey Davis and seconded by Michael Morehead, Passed.

Voting Detail:

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

Voting Summary: Yea: 7, Nay: 0

IX.B) Consider Hiring High School History Teacher/Coach
The Board took no action.

IX.C) Consider Additional Special Education Aide Position

Action(s) :

Move to approve additional Special Education Aide for the remainder of the 2021-2022 school year and the 2022-2023 school year with funding from Individuals with Disabilities Education Act

(IDEA) Part B American Rescue Plan (ARP). This motion, made by Willie Lancon and seconded by Carlton Carrington, Passed.

Voting Detail:

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

Voting Summary: Yea: 7, Nay: 0

X. **ADJOURNMENT**

Action(s):

Move to adjourn at 7:47 p.m. This motion, made by John Redman and seconded by Kaley Smith, Passed.

Voting Detail:

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

Voting Summary: Yea: 7, Nay: 0

Board President

Secretary

BATCH	DESCRIPTION	FISCAL YEAR	POST DATE	BATCH ORIGIN	STATUS			
21-00041	move money to Athletics	2021-2022	NOT POSTED	Submit Transfer	Batch			
					<i>Athletics</i>			
LINE	NAME/PROJ	DESCRIPTION/ADDITIONAL DESCRIPTION	ACCOUNT/REFERENCE	QUICK KEY	ENTRY DATE	DEBIT AMOUNT	CREDIT AMOUNT	
1		move money to clean up negatives	199 E 11 6399 00 001 0 11	SUP <i>St Supplies</i>	03/25/2022	0.00	529.00	
2		move money to clean up negatives	199 E 11 6399 00 041 0 11	SUP <i>St Supplies</i>	03/25/2022	0.00	11,300.00	
3		move money to clean up negatives	199 E 36 6219 29 001 0 91	000 <i>Contracted Serv</i>	03/25/2022	4,259.00	0.00	
4		move money to clean up negatives	199 E 36 6399 30 001 0 91	TRK <i>St. Supplies</i>	03/25/2022	100.00	0.00	
5		move money to clean up negatives	199 E 36 6399 30 041 0 91	TRK <i>St. Supplies</i>	03/25/2022	100.00	0.00	
6		move money to clean up negatives	199 E 36 6399 30 001 0 91	OSB <i>St. Supplies</i>	03/25/2022	250.00	0.00	
7		move money to clean up negatives	199 E 36 6499 29 001 0 91	000 <i>Misc</i>	03/25/2022	770.00	0.00	
8		move money to clean up negatives	199 E 36 6499 29 041 0 91	000 <i>Misc</i>	03/25/2022	250.00	0.00	
9		move money to clean up negatives	199 E 36 6499 30 001 0 91	000 <i>Misc</i>	03/25/2022	100.00	0.00	
10		move money to clean up negatives	199 E 36 6412 30 001 0 91	000 <i>St. Travel</i>	03/25/2022	3,000.00	0.00	
11		move money to clean up negatives	199 E 36 6412 29 001 0 91	000 <i>St. Travel</i>	03/25/2022	3,000.00	0.00	
TOTALS						11,829.00	11,829.00	

To: *From:*

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



March 1, 2022

Mr. Dennis Wagner
Anahuac ISD
wagnerd@anahuacisd.net

Participation in TASB Risk Management Fund Coverage Programs

Dear Mr. Wagner:

Please accept this letter as formal written notice that the Interlocal Participation Agreement (IPA) between Anahuac ISD and the TASB Risk Management Fund (Fund) is amended by the Fund effective May 1, 2022. The IPA is the foundational agreement by which eligible organizations join the Fund.

The amended IPA will replace your current IPA with the Fund. A copy of the new IPA is included for review and execution. It was last amended in 2012. Pursuant to Chapter 791 of the Texas Government Code, the new IPA must be authorized and approved by your Board of Trustees.

Along with the new IPA, a Frequently Asked Questions document with more information and a summary of changes is included to assist you in executing the agreement. The updates to the IPA focus on three areas: 1) clarity of purpose and meaning, 2) updates to Fund Member duties and obligations, and 3) revisions to the dispute resolution provisions.

The IPA must be approved through Board action and returned to the Fund. Your organization may take one of following approaches related to the new IPA:

- Seek authorization from your Board of Trustees and return the executed IPA to the TASB Risk Management Fund at tasbrmf@tasbrmf.org no later than May 13, 2022. A countersigned copy will be returned to you for your records.
- Take no action. The IPA will go into effect May 1, 2022, and your current coverage will continue under the terms of the new IPA. However, your next renewal proposal for Fund coverage will require a board-approved executed IPA unless you terminate coverage at that time.
- Terminate coverage in all Fund programs effective April 30, 2022, by providing written notice of termination to the Fund by April 29, 2022.

Please reach out to your TASB Risk Management Marketing Consultant for assistance with this process. We thank you for your membership in the TASB Risk Management Fund. We are very



proud of our 48-year record of proven strength, stability, and service to Texas public school districts and other educational entities and look forward to our continued partnership.

Sincerely,

A handwritten signature in black ink that reads "Dubravka H. Romano". The signature is written in a cursive style.

Dubravka H. Romano
Associate Executive Director
Risk Management Services
Texas Association of School Boards, Inc.

CC: Rosie Womack, Nicole Lewellen
Rosa Brown (Rosa.Brown@tasb.org)

Attachments: Frequently Asked Questions and Explanation of Changes, Amended Interlocal Participation Agreement

TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
 - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
 - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
 - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
 - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
 - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

8. Other Duties of Fund Member.

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

11. Subrogation and Assignment of Rights.

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
 - Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
 - Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

Waiver and Estoppel. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

Assignment. This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or tasbrmf@tasbrmf.org. The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
 - CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
 - "Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
 - Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
 - Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.

26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Anahuac ISD**

By: _____

Date: _____

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

Date approved by Fund Member's Board of Trustees: _____

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____

Date: _____

Chair, TASB Risk Management Fund Board of Trustees

TASB Risk Management Fund Interlocal Participation Agreement Frequently Asked Questions

What is the IPA?

The Interlocal Participation Agreement (IPA) is the foundational agreement of the TASB Risk Management Fund (Fund). The Fund is a self-funded risk pool, and the IPA is the agreement through which Fund Members participate in the Fund. The IPA sets out the basic terms, conditions, and requirements of Fund membership.

Through an executed IPA, Fund Members may participate in the various lines of coverage offered by the Fund. Membership in each specific Fund program is created and controlled through a Contribution and Coverage Summary (CCS).

The IPA is approved once by each Fund Member's board. It remains in effect until the Fund Member ceases to participate in at least one Fund coverage program or the Fund terminates the IPA.

Does the IPA require Board approval?

Yes. The Fund is an interlocal entity formed under the provisions of Chapter 791 of the Texas Government Code. This law requires that an interlocal agreement be authorized by the governing body of each party to the agreement.

What is the effective date of the IPA?

The amended IPA is effective on May 1, 2022, for all Fund Members. Members should return a board-approved IPA prior to May 13, 2022. If the Fund Member takes no action, the IPA will still go into effect.

For Members who take no action, renewal proposals for coverage on or after May 1, 2022, will be contingent on the member returning a board-approved IPA. Coverage effective on or after May 1, 2022, will not be renewed without a properly executed IPA.

Members may also terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022.

Why is the IPA Changing?

The IPA was last approved by the Fund Board in April 2012 as a universal IPA covering all Fund programs. It has not been modified since 2012. The Fund reviews and updates its IPA at least once every ten years or more frequently, as needed.

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

What are the specific changes to the IPA?

A thorough explanation of the changes is included in this document on the following page.

Can my organization make changes to the IPA?

No. This IPA was approved by the TASB Risk Management Fund Board on November 12, 2021, and is effective on May 1, 2022. The IPA is a Board-approved agreement and is universal. All members of the Fund agree to the same terms of participation.

What if my organization doesn't agree to the terms of the new IPA?

Fund Members who do not agree to the terms of the new IPA may terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022, prior to the IPA going into effect on May 1, 2022.

Who can I contact for additional information?

General questions can be directed to your Risk Management Marketing Consultant. If your questions are specific to the terms of the IPA, please contact Paul Taylor, Director of Legal and Regulatory Affairs in TASB Risk Management Services, at paul.taylor@tasb.org.

What are the steps for signing and returning the IPA?

As part of the Board approval process, the Board may authorize an administrator to sign the IPA. Electronic signatures are acceptable. The date of Board approval must be recorded on the signature page.

Please return the executed IPA to tasbrmf@tasbrmf.org no later than May 13th, 2022. Once the executed IPA is received, it will be countersigned by the Fund and a copy will be provided for your records.

Explanation of Changes to the IPA

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

Clarity:

- Section 2, **Program Participation**, removes references to the original Fund programs to allow expansion of programs and services by the Fund.
- Section 5, **Agreement to Pay Contributions**, now separately addresses situations where Fund Members fail to pay contributions or fail to repay the Fund any other amounts owed. The adjusted contribution provision is also moved to this section.
- Section 6, **Contribution and Coverage Summary**, states the CCS, Coverage Agreements, Endorsements, and Addenda are incorporated into the IPA as one agreement.
- Section 8, **Other Duties of Fund Member**, is expanded to address Cooperation and Access and authorizes the Fund access to member data held by the Fund's administrator and its other affiliated entities.
- Section 11, **Subrogation and Assignment of Rights**, combines the two former sections on Subrogation into one section.

Updates to Member Duties and Obligations:

- Section 4, **Termination**, specifies that a Fund Member attempting to terminate the agreement after their renewal term begins still owes the full contribution amount.
- Section 7, **Loss Prevention**, states that loss prevention recommendations are given without warranty.
- Section 15, **Fund Member's Designation of Coordinator**, states the Fund Member must appoint an employee with appropriate authority as Program Coordinator and may not delegate communication to a third-party.
- Section 16, **Risk Sharing Agreement**, states the IPA is a risk sharing and risk participation agreement and is not a contract of insurance. This section also provides that any ambiguity in the agreement will not be construed against the Fund.
- Section 23, **Authorization**, states the Fund Member authorizes the Program Coordinator or CEO to approve and bind current and future agreements with the Fund.
- In addition to the authorized signature, the new IPA requires entry of the date of approval of the IPA by the Fund Member's Board of Trustees.

Revisions to Dispute Resolution provisions:

- Section 22, **Dispute Resolution**, requires an appeal to the Fund Board and mediation in Travis County, before pursuing litigation. The IPA requires that a suit against the Fund be filed in Travis County.
- A **Waiver and Estoppel** provision is added to the IPA to ensure that the parties to the agreement can enforce the contractual provisions in the IPA.
- The **Assignment** clause is updated and moved to Section 22 and states that a Fund Member may not transfer any interest in claim-related payments from the Fund to a third party. Action by the Fund Member which grants or attempts to grant interest or control over any claim payments suspends the Fund's obligation to make any claim payments under the agreement. This provision prohibits assignments to a third-party under a contingency fee contract or similar agreement.