

**The Lockhart Independent School District
Board of Trustees
M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street,
Lockhart, TX 78644
Special Meeting, August 14, 2023 – 6:00 PM**

Notice is hereby given that on August 14, 2023, the Board of Trustees of the Lockhart Independent School District will hold a Special meeting at 6:00 PM in the M.L. Cisneros Education Support Center Boardroom, 2nd Floor, Room 200, 419 Bois D'Arc Street, Lockhart, TX 78644. The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

1. Call to Order
2. Public Comment
3. PUBLIC MEETING:
 - A. Public Meeting for 2023-2024 Proposed Tax Rate 3
4. COMMUNICATION/ACTION:
 - A. Approve Resolution Adopting the Maintenance and Operations Tax Rate, Interest and Sinking Tax Rate and Total Tax Rate for 2023 9
 - B. Consideration and Action with Respect to an "Order Calling for a Voter Approval Tax Rate Election" for the November 7, 2023 Uniform Election date 15
 - C. Consider and/or Approve Contract for Election Services between Caldwell County and Lockhart ISD for November 7, 2023 Uniform Election 21
 - D. Consider and/or Approve District In-service Calendar 39
 - E. Consider and/or Approve Local Policy Update 121: CCGB(LOCAL): AD VALOREM TAXES 44
 - ECONOMIC DEVELOPMENT; CFB(LOCAL): ACCOUNTING - INVENTORIES; CKE(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT - SECURITY PERSONNEL; CKEC(LOCAL): SECURITY PERSONNEL - SCHOOL RESOURCE OFFICERS; CLB(LOCAL): BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT - MAINTENANCE; CO(LOCAL): FOOD AND NUTRITION MANAGEMENT; COA(LOCAL): FOOD AND NUTRITION MANAGEMENT - PROCUREMENT; COB(LOCAL): FOOD AND NUTRITION MANAGEMENT - FREE AND REDUCED-PRICE MEALS; CRF(LOCAL): INSURANCE AND ANNUITIES MANAGEMENT - UNEMPLOYMENT INSURANCE; CVA(LOCAL): FACILITIES CONSTRUCTION - COMPETITIVE BIDDING; CVB(LOCAL): FACILITIES CONSTRUCTION - COMPETITIVE SEALED PROPOSALS; DEA(LOCAL): COMPENSATION AND BENEFITS - COMPENSATION PLAN; FD(LOCAL): ADMISSIONS; FFI(LOCAL): STUDENT WELFARE - FREEDOM FROM BULLYING
5. 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 or Texas Government Code section 418.183(f). 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. [See BEC(LEGAL)]

Texas Government Code Section:

- | | |
|---------|--|
| 551.071 | Consultation with Attorney; Closed Meeting |
| 551.072 | Deliberation Regarding Real Property; Closed Meeting |
| 551.073 | Deliberation Regarding Prospective Gift; Closed Meeting |
| 551.074 | Personnel Matters; Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer or Employee; Closed Meeting |
| 551.075 | Conference Relating to Investments and Potential Investments Attended by Board of Trustees of Texas Growth Fund; Closed Meeting |

- 551.076 Deliberation Regarding Security Devices; Closed Meeting
- 551.082 School Children; School District Employees; Disciplinary Matter or Complaint
- 551.083 Certain School Boards; Closed Meeting Regarding Consultation with Representative of Employee Group
- 551.084 Investigation; Exclusion of Witness from Hearing

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed or executive meeting or session, then the final decision, or final vote shall be either:

- (a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or,
- (b) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

On this day of August 11, 2023, this Notice was mailed or faxed to news media who had previously requested such Notice and an original copy was posted on the display window in the School District Administration Building on said date.



Superintendent

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

50-280 (Rev. 4-22/6)

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The Lockhart ISD will hold a public meeting at 06:30 PM (CT) 08/14/2023 in Lockhart ISD Board Room, 419 Bois D'Arc Street

Lockhart, TX

The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.

The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.

Maintenance Tax \$ 0.69920 /\$100 (Proposed rate for maintenance and operations)

School Debt Service Tax
Approved by Local Voters \$ 0.25770 /\$100 (proposed rate to pay bonded indebtedness)

Comparison of Proposed Budget with Last Year's Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories:

Maintenance and operations	<u>1.49</u>	% increase	or		%	(decrease)
Debt service	<u>34.25</u>	% increase	or		%	(decrease)
Total expenditures	<u>4.63</u>	% increase	or		%	(decrease)

Total Appraised Value and Total Taxable Value (as calculated under Tax Code Section 26.04)

	<u>Preceding Tax Year</u>	<u>Current Tax Year</u>
Total appraised value* of all property	\$ <u>3,555,544,436</u>	\$ <u>4,432,763,560</u>
Total appraised value* of new property**	\$ <u>126,957,070</u>	\$ <u>141,736,992</u>
Total taxable value*** of all property	\$ <u>2,740,034,753</u>	\$ <u>3,163,317,138</u>
Total taxable value*** of new property**	\$ <u>121,918,209</u>	\$ <u>136,920,088</u>

* "Appraised value" is the amount shown on the appraisal roll and defined by Tax Code Section 1.04(8).

** "New property" is defined by Tax Code Section 26.012(17).

*** "Taxable value" is defined by Tax Code Section 1.04(10).

Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness* \$ 126,664,961

* Outstanding principal.

Comparison of Proposed Rates with Last Year's Rates

	<u>Maintenance & Operations</u>	<u>Interest & Sinking Fund*</u>	<u>Total</u>	<u>Local Revenue Per Student</u>	<u>State Revenue Per Student</u>
Last Year's Rate	\$ 0.85460	\$ 0.25770 *	\$ 1.11230	\$ 5,252	\$ 5,200
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	\$ 0.69973	\$ 0.27397 *	\$ 0.97369	\$ 5,024	\$ 5,583
Proposed Rate	\$ 0.69920	\$ 0.25770 *	\$ 0.95690	\$ 5,180	\$ 6,400

* The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both. The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

Comparison of Proposed Levy with Last Year's Levy on Average Residence

	<u>Last Year</u>	<u>This Year</u>
Average Market Value of Residences	\$ 264,259	\$ 313,608
Average Taxable Value of Residences	\$ 160,834	\$ 135,113
Last Year's Rate Versus Proposed Rate per \$100 Value	\$ 1.11230	\$ 0.95690
Taxes Due on Average Residence	\$ 1,788	\$ 1,292
Increase (Decrease) in Taxes		\$ -496

Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 55 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in tax rate or property value.

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is _____ **. This election will be automatically held if**

the district adopts a rate in excess of the voter-approval rate of 0.94798 **.**

Fund Balances

The following estimated balances will remain at the end of the current fiscal year and are not encumbered with or by a corresponding debt obligation, less estimated funds necessary for operating the district before receipt of the first state aid payment:

Maintenance and Operations Fund Balance(s)	\$ 13,297,674
Interest & Sinking Fund Balance(s)	\$ 2,841,465

A school district may not increase the district's maintenance and operations tax rate to create a surplus in maintenance and operations tax revenue for the purpose of paying the district's debt service.

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

50-280 (Rev. 4-22/6)

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Total taxable value*** of all property	\$ <u>2,740,034,753</u>	\$ <u>3,436,958,162</u>
Total taxable value*** of new property**	\$ <u>121,918,209</u>	\$ <u>138,559,603</u>

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Average Market Value of Residences	\$ 264,259	\$ 313,608
Average Taxable Value of Residences	\$ 160,834	\$ 188,696
Last Year's Rate Versus Proposed Rate per \$100 Value	\$ 1.11230	\$ 0.95690
Taxes Due on Average Residence	\$ 1,788	\$ 1,805
Increase (Decrease) in Taxes		\$ 16

Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 55 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in tax rate or property value.

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is 0.94798. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of 0.94798.

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Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

**No-New-Revenue Tax Rate (Effective Tax Rate)
and the
Effect on Maintenance and Operations Tax Collections**

	2022	2023	Change
Taxable Value of all property (from notice)	\$ 2,740,034,753	\$ 3,436,958,162	
Divided by \$100 property value	\$ 27,400,348	\$ 34,369,582	
M&O Rate	0.8546	0.6992	
Estimated Total Tax Collections	\$ 23,416,337	\$ 24,031,211	\$ 614,874
Change percent			
Increase (decrease) in taxes collected:	\$ 614,874		2.626%
Previous year tax collections	\$ 23,416,337		
Below is reflective of the passage of SB2, which is also on the November 2023 Ballot. SB2 increases the homestead exemption from \$40K to \$100K			
	2022	2023	Change
Taxable Value of all property (from notice)	\$ 2,740,034,753	\$ 3,163,317,138	
Divided by \$100 property value	\$ 27,400,348	\$ 31,633,171	
M&O Rate	0.8546	0.6992	
Estimated Total Tax Collections	\$ 23,416,337	\$ 22,117,913	\$ (1,298,424)
Change percent			
Increase (decrease) in taxes collected:	\$ (1,298,424)		-5.545%
Previous year tax collections	\$ 23,416,337		

Tax Rate History

	2018	2019	2020	2021	2022	2023
						(proposed)
Tier I - MCR *	\$ 1.0000	\$ 0.9300	\$ 0.8594	\$ 0.8220	\$ 0.8046	\$ 0.6192
Golden pennies	\$ 0.0400	\$ 0.0400	\$ 0.0400	\$ 0.0400	\$ 0.0400	\$ 0.0400
Additional Golden penny (Board Adopted)	-		\$ 0.0100	\$ 0.0100	\$ 0.0100	\$ 0.0100
Additional VATRE Golden Pennies						\$ 0.0300
M&O Rate	\$ 1.0400	\$ 0.9700	\$ 0.9094	\$ 0.8720	\$ 0.8546	\$ 0.6992
I&S Tax rate	\$ 0.29236	\$ 0.29236	\$ 0.25770	\$ 0.25770	\$ 0.25770	\$ 0.25770
Total Tax Rate	\$ 1.3324	\$ 1.2624	\$ 1.1671	\$ 1.1297	\$ 1.1123	\$ 0.9569
Decline in tax rate:	\$ -	\$ (0.07000)	\$ (0.09526)	\$ (0.03740)	\$ (0.01740)	\$ (0.15540)
Cumulative decline since 2018		\$ (0.07000)	\$ (0.16526)	\$ (0.20266)	\$ (0.22006)	\$ (0.37546)
<i>* MCR = Maximum Compressed Rate</i>						

Effect on Average Home in Lockhart ISD

	2021 (Actual)	2022 (Actual)	2023 (Proposed)	2023 (No VATRE)
Average Market Value of Residences	\$ 191,033	\$ 264,259	\$ 313,608	\$ 313,608
Average Taxable Value of Residences	\$ 150,962	\$ 160,834	\$ 188,696	\$ 188,696
Last Year's Rate VS. Proposed Rate Per \$100 Value	\$ 1.1297	\$ 1.1123	\$ 0.9569	\$ 0.9269
Taxes Due on Average Residence	\$ 1,705	\$ 1,788	\$ 1,805	\$ 1,749
Increase (decrease) in Taxes		\$ 83	\$ 17	\$ (39)
Below is reflective of the passage of SB2, which is also on the November 2023 Ballot. SB2 increases the homestead exemption from \$40K to \$100K				
	2021 (Actual)	2022 (Actual)	2023 (Proposed)	2023 (No VATRE)
Average Market Value of Residences	\$ 191,033	\$ 264,259	\$ 313,608	\$ 313,608
Average Taxable Value of Residences	\$ 150,962	\$ 160,834	\$ 135,113	\$ 135,113
Last Year's Rate VS. Proposed Rate Per \$100 Value	\$ 1.1297	\$ 1.1123	\$ 0.9569	\$ 0.9269
Taxes Due on Average Residence	\$ 1,705	\$ 1,788	\$ 1,292	\$ 1,252
Increase (decrease) in Taxes		\$ 83	\$ (496)	\$ (536)

COUNTY OF CALDWELL

§

RESOLUTION: SETTING TAX RATE

STATE OF TEXAS

§

§

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE
LOCKHART INDEPENDENT SCHOOL DISTRICT

WHEREAS, Lockhart Independent School District Board of Trustees is responsible for adopting a budget and setting a tax rate annually in order to underwrite District operations and pay District debt; and

WHEREAS, the Lockhart Independent School District Board of Trustees is authorized to approve the District’s tax rate annually; and

WHEREAS, the Lockhart Independent School District Board of Trustees has considered adopting a tax rate for maintenance and operation for 2023 of \$0.6992 per \$100.00 valuation; and

WHEREAS, the Lockhart Independent School District Board of Trustees has considered a tax rate for interest and sinking for 2023 of \$0.2577 per \$100.00 valuation;

WHEREAS, the Lockhart Independent School District Board of Trustees has considered a total tax rate for 2023 of \$0.9569 per \$100.00 valuation; and

WHEREAS, the no-new-revenue tax rate is \$.95425 per \$100.00 of valuation, which is less than the proposed tax rate of \$0.9569 to be considered for 2023 and therefore effectively represents a 2.626% increase in the tax rate; and, **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE**; and

WHEREAS, the voter-approval tax rate for the 2023 tax year is \$0.9269 per \$100.00 of valuation; and

WHEREAS, the tax rate considered for maintenance and operation adopted by Lockhart Independent School District for the 2023 tax year would exceed that voter-approval tax rate by \$.03;

BE IT THEREFORE RESOLVED,

1. That the tax rate for maintenance and operation for 2023 be set at \$0.6992 per \$100.00 valuation; and
2. That the tax rate for interest and sinking for 2023 be set at \$0.2577 per \$100.00 valuation; and
3. That the total tax rate for 2023 be set at \$0.9569 per \$100.00 valuation.

Resolved this 14th day of August 2023.

Michael Wright, Board President

Tom Guyton, Board Secretary

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
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AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:

**LOCKHART INDEPENDENT SCHOOL DISTRICT
ORDER OF VOTER-APPROVAL TAX RATE ELECTION**

A special election is here by ordered to be held on November 7, 2023 pursuant to Texas Tax Code Sections 26.05 and 26.08 to approve the 2023 ad valorem tax rate for Lockhart ISD because the adopted rate exceeds the LISD Voter-Approval Tax Rate ("VATR").

At the Election, the ballot proposition shall be submitted to the qualified voters of the District using the language required by statute:

"Ratifying the ad valorem tax rate of \$0.9569 in Lockhart ISD for the current year, a rate that will result in an increase of 2.626 percent in maintenance and operations tax revenue for the district for the current year as compared to the preceding year, which is an additional \$614,874."

Early voting by personal appearance will be conducted beginning on October 23 and ending on November 3, 2023.

Early Voting Hours of Operation & Locations

Early voting hours and locations will be determined and operated by Caldwell County and reflected in an exhibit to this Order.

Application for a ballot by mail shall be mailed to:

Early Voting Clerk
Caldwell County Elections Office
Scott Annex Building
1403 Blackjack Street, Suite A
Lockhart, Texas 78644
caldwellec@co.caldwell.tx.us
512.668.4347
<https://www.co.caldwell.tx.us/page/caldwell.ElectionsOffice>

Applications for ballots by mail must be received no later than the close of business on October 27, 2023.

Issued this the 14th day of August, 2023

Michael Wright, Board President

Tom Guyton, Board Secretary

NOVEMBER 2023 UNIFORM ELECTION – EARLY VOTE

LOCATION	ADDRESS	DATES/TIMES
SCOTT ANNEX	1403 BLACKJACK ST. STE. A LOCKHART, TX 78644	<p>OCTOBER 23, 2023 – OCTOBER 27, 2023 MONDAY – FRIDAY 8:00 AM – 5:00 PM</p> <p style="text-align: center;">-----</p> <p>SATURDAY OCTOBER 28, 2023 7:00 AM - 7:00 PM</p> <p style="text-align: center;">-----</p> <p>SUNDAY OCTOBER 29, 2023 12:00 AM - 6:00 PM</p> <p style="text-align: center;">-----</p> <p>OCTOBER 30, 2023 – NOVEMBER 3, 2023 MONDAY – FRIDAY 7:00 AM – 7:00 PM</p>
LULING CIVIC CENTER	333 E AUSTIN ST LULING, TX 78648	<p>OCTOBER 23, 2023 – OCTOBER 27, 2023 MONDAY – FRIDAY 8:00 AM – 5:00 PM</p> <p style="text-align: center;">-----</p> <p>SATURDAY OCTOBER 28, 2023 7:00 AM - 7:00 PM</p> <p style="text-align: center;">-----</p> <p>SUNDAY OCTOBER 29, 2023 12:00 AM - 6:00 PM</p> <p style="text-align: center;">-----</p> <p>OCTOBER 30, 2023 – NOVEMBER 3, 2023 MONDAY – FRIDAY 7:00 AM – 7:00 PM</p>
THREE RIVERS MARTINDALE	103 MAIN ST MARTINDALE, TX 78655	<p>OCTOBER 23, 2023 – OCTOBER 27, 2023 MONDAY – FRIDAY 8:00 AM – 5:00 PM</p> <p style="text-align: center;">-----</p> <p>SATURDAY OCTOBER 28, 2023 7:00 AM - 7:00 PM</p> <p style="text-align: center;">-----</p> <p>SUNDAY OCTOBER 29, 2023 12:00 AM - 6:00 PM</p> <p style="text-align: center;">-----</p> <p>OCTOBER 30, 2023 – NOVEMBER 3, 2023 MONDAY – FRIDAY 7:00 AM – 7:00 PM</p>
ADAMS GYM	419 BOIS D'ARC ST. LOCKHART, TX 78644	<p>OCTOBER 23, 2023 – OCTOBER 27, 2023 MONDAY – FRIDAY 8:00 AM – 5:00 PM</p> <p style="text-align: center;">-----</p> <p>SATURDAY OCTOBER 28, 2023 7:00 AM - 7:00 PM</p> <p style="text-align: center;">-----</p> <p>SUNDAY OCTOBER 29, 2023 12:00 AM - 6:00 PM</p> <p style="text-align: center;">-----</p> <p>OCTOBER 30, 2023 – NOVEMBER 3, 2023 MONDAY – FRIDAY 7:00 AM – 7:00 PM</p>

NOVEMBER 2023 UNIFORM ELECTION – ELECTION DAY		
LOCATION	ADDRESS	PCT(S)
FIRST LOCKHART BAPTIST CONNECTION CENTER	200 S. BLANCO ST. LOCKHART, TX 78644	100 / 101
GRACE LUTHERAN FELLOWSHIP HALL	108 N. MEDINA (FIR ST ENTERANCE) LOCKHART, TX 78644	103 / 108
VFW POST 8927	7007 S. US HWY 183 LOCKHART, TX 78644	102 / 104
LOCKHART EVENING LIONS CLUB	220 BUFKIN LANE LOCKHART, TX 78644	111
SOUTHSIDE CLUBHOUSE	1035 S. MAGNOLIA AVE LULING, TX 78648	201 / 202
MCNEIL BAPTISH CHURCH	14304 FM 1322 LULING, TX 78648	203
MCPMAHAN COMMUNITY CENTER	6022 FM 713 DALE, TX 78616	204 / 205
LULING CIVIC CENTER	333 E. AUSTIN ST. LULING, TX 78648	206
THREE RIVERS COMMUNITY CHURCH FELLOWSHIP HALL	103 MAIN ST. MARTINDALE, TX 78655	300 / 301
MAXWELL FIRE STATION	9655 TX 142 MAXWELL, TX 78656	302
UHLAND COMMUNITY HALL	15 N. OLD SPANISH TRAIL UHLAND, TX 78640	303 / 306
FENTRESS COMMUNITY CHURCH	13481 STATE PARK RD. (STATE PARK/BARBER ST.) FENTRESS, TX 78622	305

ST. MARKS METHODIST CHURCH	602 E. LIVE OAK ST. LOCKHART, TX 78644	401
ST. MARY'S CATHOLIC PARISH HALL	205 W. PECAN ST. LOCKHART, TX 78644	402
LYTTON SPRINGS BAPTIST CHURCH	8511 FM 1854 DALE, TX 78616	404
DALE FIRE STATION	1414 FM 1854 DALE, TX 78616	400 / 405

Lockhart Independent School District Board of Trustees

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RECOMMENDED MOTION:

**JOINT ELECTION SERVICES CONTRACT
BETWEEN
CALDWELL COUNTY
ON BEHALF OF THE CALDWELL COUNTY ELECTIONS ADMINISTRATOR
AND
PARTICIPATING ENTITIES**

WHEREAS, pursuant to Section 41.001(d), Texas Election Code, a county elections administrator shall enter into a contract to furnish election services for a uniform election date when requested by a political subdivision;

WHEREAS, for non-uniform election dates, pursuant to Section 31.092(a), Texas Election Code, the county election administrator may enter into a contract with the governing body of a political subdivision situated wholly or partly in the county served by the county elections administrator in any one or more elections ordered by an authority of the political subdivision;

WHEREAS, pursuant to Section 31.094, Texas Election Code, an election services contract may provide for the county election administrator to perform or supervise performance of any or all of the corresponding duties and functions the elections administrator performs in connection with a countywide election ordered by a county authority, other than the exceptions enumerated in Section 31.096, Texas Election Code.

WHEREAS, the Caldwell County, Texas (the “County”) is served by the Caldwell County Elections Administrator (the “Administrator”);

WHEREAS, the undersigned political subdivisions (individually or collectively referred to as the “Participating Entities”) that conduct elections are situated wholly or partly within the political boundaries of the County.

WHEREAS, for the NOVEMBER 2023 uniform election date and associated subsequent elections, some or all of the Participating Entities request the County, on behalf of the Administrator, to contract for the performance of election services; and

WHEREAS, to promote uniform and consistent elections held within the County, to assist in the reduction of fraud, protection of the secrecy of the ballot, promotion of voter access, and to ensure all legally cast ballots are counted, the County and undersigned Participating Entities intend to enter into a joint election services contract.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the County and undersigned Participating Entities do hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01. “Contracted Election” means the NOVEMBER 2023 uniform election, as generally described in Section 41.001(a), Texas Election Code, and accompanying early voting period, and, if applicable, any post-election services including any associated runoff elections, recounts, election contests, elections to resolve a tie, and any early voting periods associated with post-election services.

Section 1.02. “Election Officer” means an election judge, alternate election judge, early voting clerk, presiding judge of an early voting ballot board, alternate presiding judge of an early voting ballot board, member of an early voting ballot board, chair of a signature

verification committee, vice chair of a signature verification committee, member of a signature verification committee, presiding judge of a central counting station, alternate presiding judge of a central counting station, central counting station manager, central counting station clerk, tabulation supervisor, and assistant to a tabulation supervisor.

Section 1.03. "Election Clerk" means an election clerk, and deputy early voting clerk.

ARTICLE II PARTICIPATING ENTITY OBLIGATIONS

Section 2.01. **RETAINED DUTIES.** Any duties and obligations not expressly transferred to the Administrator or the County under this agreement are retained by the Participating Entities. Nothing in this contract will be construed to authorize or permit a change in the office with whom or the place at which any document or recording related to the Contracted Election is to be filed, a Participating Entity's requirement to maintain office hours, or place at which any function of the canvass of the election returns is to be performed.

Section 2.02. **JOINT ELECTION AUTHORIZED.** Participating Entities agree to conduct the Contracted Election jointly, as authorized by Chapter 271, Texas Election Code, with any other undersigned Participating Entities holding elections on the same day in all or part of the same territory in Caldwell County. Participating Entities agree and acknowledge that other Participating Entities may join this agreement subject only to County approval.

Section 2.03. **PRECLEARANCE FOR SPECIAL ELECTIONS.** If required by law, Participating Entities will be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

Section 2.04. **APPOINTMENT OF EARLY VOTING CLERK.** Participating Entities, through their respective governing bodies, will appoint the Administrator to serve as the Early Voting Clerk for the Contracted Election.

Section 2.05. **DESIGNATION OF VOTER REGISTRAR.** Participating Entities, through their respective governing bodies, will appoint the Administrator to serve as the Voter Registrar for the Contracted Election.

Section 2.06. **APPOINTMENT OF ELECTION WORKERS.** Participating Entities, through their respective governing bodies, will appoint Election Officers and Election Clerks, as identified in Attachment 'C', pursuant to Section 4.09 of this contract.

Section 2.07. **ELECTION OFFICIAL COMPENSATION APPROVAL.** Participating Entities will set any compensation for election officers at rates consistent with the election cost estimate attached to this contract as Attachment 'A'.

Section 2.08. **DESIGNATION OF CENTRAL COUNTING STATION.** Participating Entities will designate the Caldwell County Elections Office, 1403 Blackjack Street, Lockhart, Texas 78644, as the Central Counting Station for the Contracted Election.

Section 2.09. **DESIGNATION OF POLLING PLACES.** Participating Entities agree to designate the Administrator's office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, as the main early voting polling place for the Contracted Election. Participating Entities

agree to designate other polling places, including early voting polling places and temporary early voting polling places as recommended by the Administrator.

Section 2.10. **ELECTION ORDERS, NOTICES, AND LOCAL CANVASS.** Participating Entities will be responsible for the preparation, adoption, publication, and posting of all statutorily required election orders, notices, and other documents, including bilingual materials, evidencing action by the Participating Entities of all actions necessary to call and administer the Contracted Election, except as otherwise provided for in this contract. Participating Entities will conduct the local canvass.

Section 2.11. **BALLOTS.** Participating Entities will be responsible for the preparation information contained in English and Spanish ballots and sample ballots, including mail ballots, and, as applicable, will determine the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. This information will be provided to the Administrator no less than 60 days prior to any associated election day during the Contracted Election. The Participating Entities are responsible for proofreading and, if necessary, notifying the Administrator of necessary corrections to proposed ballots and sample ballots, including mail ballots, as provided by the Administrator.

Section 2.12. **USE OF COMMON BALLOT.** It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The universal serial busses ("USBs") containing the voted ballots for an election will be delivered to the Administrator's office at 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, and the USBs will remain in the Administrator's custody, except that the County agrees to provide Participating Entities with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which a Participating Entity may be a party. The County agrees to maintain custody of the USBs containing the voted ballots for the period of time prescribed by the Texas Election Code. All USBs that are not placed in active voting equipment will remain locked in the Caldwell County Elections Office. USBs will not be replaced without being logged out and checked out by an Election Officer or Election Clerk at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 2.013. **USE OF COMMON FORMS.** All forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Administrator who shall keep them in his custody for the period prescribed by the Texas Election Code. The County agrees to furnish the Participating Entities with copies of any election documents upon the Participating Entity's request at no charge.

Section 2.14. **APPLICATIONS FOR MAIL BALLOTS.** Participating Entities will designate the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, to be the early voting clerk's mailing address to which ballot applications and ballots voted by mail will be sent. Applications for mail ballots sent to Participating entities shall be promptly faxed to the Administrator or emailed to caldwellec@co.caldwell.tx.us for timely processing, with the original application forwarded to the Administrator for appropriate record retention.

- Section 2.15. **TRANSLATION.** Each Participating Entity is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish language if necessary.
- Section 2.16. **MAPS AND ANNEXATIONS.** Participating Entities will provide the Administrator with an updated map and street index, including address numbers, of its jurisdiction in an electronic format that is compatible with the mapping format used by the Administrator’s office, and will provide notice to the Administrator of any new developments, annexations, de-annexations, and any other changes to the master voter registration list within the Participating Entities jurisdiction within the County.
- Section 2.16. **RECOUNT NOTICE.** Not later than 48 hours after it becomes aware that a recount is required by law or requested by a candidate, Participating Entities will provide notice to the Administrator that a recount must be conducted.
- Section 2.17. **ELECTION TO RESOLVE A TIE.** Notwithstanding any provision to the contrary, in the event an election is needed to resolve a tie vote, the affected Participating Entity and the Administrator will agree to an election date and early voting schedule in compliance with the Texas Election Code, with consideration given to other elections conducted by the Administrator. The cost for implementing an election under this section will be attributed solely to the affected Participating Entity.
- Section 2.18. **PRECINCT REPORTS TO THE SOS.** Participating Entities will prepare and file all required precinct reports with the Texas Secretary of State.

**ARTICLE III
COUNTY OBLIGATIONS**

- Section 3.01. **BACKGROUND CHECK.** The County will conduct a criminal background check (in accordance with statutory requirements) of any nominated Election Officer or Election Clerk who is expected to or scheduled to serve. Any person that does not satisfactorily pass the criminal background check or refuses to consent to a background check will be ineligible to serve in this Contracted Election. Failure to obtain a criminal background check does not release the Participating Entities’ obligation for service rendered in good faith.
- Section 3.02. **POLLING PLACES.** The County will enter into lease agreements for polling places, including temporary branch polling locations, to effect this contract. Participating Entities agree to reimburse the County for expenses associated with any lease agreements for polling places, pursuant to Section 6.04.

**ARTICLE IV
ADMINISTRATOR DUTIES**

- Section 4.01. **ELECTION SUPERVISOR.** The Administrator will coordinate, supervise, and conduct all aspects of administering voting in connection with the Contracted Election in compliance with all applicable laws.
- Section 4.02. **POLLING PLACES.** The Administrator will arrange for election day polling places, and the hours and location of early voting polling places, including temporary branch polling places. The Administrator will arrange for the physical preparation of each polling place, including tables, chairs, and voting booths.

Section 4.03. **NOTICE OF PREVIOUS POLLING PLACE.** As necessary, The Administrator will post physical notices of a change in polling places as required by Section 43.062, Texas Election Code. Participating Entities will be responsible for any other notice requirements under Section 43.061, Texas Election Code.

Section 4.04. **ELECTION SUPPLIES.** The Administrator shall, as necessary to conduct the Contracted Election, procure, prepare, and distribute election supplies to Election Officers for use at their respective polling locations during the Contracted Election.

Section 4.05. **EARLY VOTING CLERK.** Pursuant to Sections 31.096 and 32.097(b), Texas Election Code, the Administrator will serve as the Early Voting Clerk for the Contracted Election, and will supervise and conduct the early voting by mail and by personal appearance as follows:

- (a) Appoint personnel to serve as early voting deputy clerks;
- (b) Publish notice of early voting polling places, including temporary branch polling places;
- (c) Receive and process mail ballot applications on behalf of the Participating Entities in accordance with Title 7, Texas Election Code, at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644;
- (d) Secure and maintain early voting ballots at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, or other location as necessitated by County reorganization;
- (e) Coordinate the Early Voting Ballot Board to meet at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644;
- (f) Publish electronic notice of the Signature Verification Committee meeting, pursuant to Chapter 87.121(i)(1), Texas Election Code;
- (g) Publish notice, including electronic notice, of the Early Voting Ballot Board meeting, pursuant to Chapter 87.027, Texas Election Code;
- (h) Publish notice, including electronic notice, that voting materials have been delivered to the signature verification committee and early voting ballot board, pursuant to Sections 87.0221, 87.0222, 87.0223, 87.023, 87.024, and 87.027(h), Texas Election Code.

Section 4.06. **ELECTION DAY DUTIES.** For each election day during the Contracted Election, not including early voting periods, the Administrator will coordinate, supervise, and conduct the election as follows:

- (a) Make himself available from 6:00A.M. until the completion of vote counting to render guidance, technical support, and assistance to voters, Election Officials, Election Clerks, and Participating Entities;
- (b) Prepare and conduct post-election intake of election equipment, supplies, and records;
- (c) Serve as central counting station manager and tabulation supervisor;
- (d) Count votes in conjunction with the Early Voting Ballot Board and Central Counting Station judges;

Section 4.07. **ELECTION NIGHT REPORTS.** The Administrator will prepare the unofficial and official tabulation of precinct results, as follows:

- (a) Periodically make a public announcement of the current state of the unofficial tabulation, at www.co.caldwell.tx.us/page/caldwell.ElectionsOffice;

- (b) Provide unofficial early voting precinct results and election day precinct results to Participating Entities as soon as administratively possible, but not earlier than the close of all polling places on the associated election day;
- (c) Reconvene the Early Voting Ballot Board after election day as necessary to determine the disposition of timely provisional votes and late mail ballots, and to resolve any issues with such ballots;
- (d) Promptly after final disposition of provisional votes and late mail ballots, the Administrator will retally and update the unofficial and official tabulation of precinct results with accepted provisional votes and resolved mail ballots, and provide new unofficial and official tabulations to the Participating Entities.

Section 4.08. **ELIGIBILITY OF ELECTION WORKERS.** The Administrator will notify all Election Officers and Election Clerks about the eligibility requirements contained in Title 3, Subchapter C, Texas Election Code, and Section 271.005, Texas Election Code. The Administrator will take necessary steps to ensure that all Election Officers and Election Clerks nominated to serve during the Contracted Election are qualified and eligible to serve.

Section 4.09. **NOMINATION OF ELECTION OFFICERS.** Administrator will provide to Participating Entities a list of persons to serve as Election Officers for the Contracted Election, attached as Attachment 'C'. If a person becomes unable or unwilling to serve as an Election Officer, the Administrator will nominate a replacement and, within 2 business days after amending Attachment 'C', forward the amended Attachment 'C' to the Participating Entities for appointment of the new nominee. Notwithstanding Section 7.08 of this contract, the County may update Attachment 'C' on receipt of a written communication from an appointed or nominated Election Officer indicating an inability or unwillingness to serve as an Election Officer.

Section 4.10. **NOTIFICATION OF APPOINTMENT TO ELECTION OFFICERS.** Within 72 hours of receiving notice of appointed Election Officers from Participating Entities, the Administrator will notify each appointed election officer of said appointment. The notification will also include the assigned polling station, the date of the election officer's election training(s), the date and time of the Contracted Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election clerks, and a list of nominated election clerks.

Section 4.11. **ELECTION TRAINING.** The Administrator will be responsible for conducting training for election officers and election clerks, as required by applicable law.

Section 4.12. **CENTRAL COUNTING STATION.** The Administrator will establish a central counting station to receive and tabulate ballots cast during the Contracted Election under Chapter 127, Texas Election Code. The central counting station will be located at the Caldwell County Elections Office, 1403 Blackjack Street, Lockhart, Texas 78644.

Section 4.13. **LOGIC AND ACCURACY TESTING.** In advance of Early Voting, the Administrator, the tabulation supervisor, and other members the Administrator designates for the testing board shall conduct all logic and accuracy testing in accordance with applicable law and guidance provided by the Office of the Texas Secretary of State. The Administrator will be responsible for the publication of any required notice for logic and accuracy testing.

Section 4.14. **REGISTERED VOTER LIST.** The Administrator will provide lists of registered voters as required by law for use during the Contracted Election.

- Section 4.15. **POLLING EQUIPMENT.** The Administrator will prepare and distribute the Elections Systems & Software (“ES&S”) Polling Equipment for the Contracted Election, with each polling location to have at least one voting machine that is accessible to disabled voters.
- Section 4.16. **BALLOTS.** The Administrator will be responsible for the printing, programming, and distribution of English and Spanish ballots and sample ballots, including mail ballots, based on the information provided by the Participating Entities pursuant to Section 2.11 of this contract. The Administrator will deliver the proposed ballots to the Participating Entities for approval prior to the printing, programming, and distribution of English and Spanish ballots and sample ballots, including mail ballots.
- Section 4.17. **CUSTODIAN OF ELECTION RECORDS.** The Administrator will serve as the general custodian for election records and will maintain and preserve election records generated as part of the Contracted Election, as required by law. Access to the election records will be available to each Participating Entity as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Texas Government Code. Third-party notice to Participating Entities, pursuant to Chapter 552, will be provided subject to Section 7.04 of this contract.
- Section 4.18. **DELEGATION OF DUTIES.** The Administrator may, at his discretion, assign a deputy elections administrator to perform any of the contracted services.
- Section 4.19. **TIMELY PERFORMANCE.** The Administrator will perform all election services in compliance with all time requirements set out in the Texas Election Code.
- Section 4.20. **THIRD-PARTY CONTRACTS.** Pursuant to Section 31.098, Texas Election Code, the County is authorized to contract with third-parties for election services and supplies, to be included in any final invoice submitted to Participating Entities for payment subject to Sections 6.04 and 6.05 of this contract.

ARTICLE V TERM AND WITHDRAWAL

- Section 5.01. **INITIAL TERM.** The initial term of the contract will commence on the last party’s execution hereof, and expires with respect to an individual Participating Entity on the County’s receipt of that Participating Entity’s payment-in-full of a final invoices submitted by the Administrator.
- Section 5.02. **WITHDRAWAL.** Participating Entities may withdraw from this contract by delivering to the Administrator any certifications and declarations required under Subchapters C or D, Chapter 2, Texas Election Code. Delivery of said necessary certifications or withdrawals must be provided by the statutory deadlines prescribed by the Texas Elections Code. Any Participating Entities withdrawing from this contract will be billed for any expenses incurred or obligated prior to the Administrator’s receipt of said necessary certifications and declarations. A Participating Entity’s obligation to pay for any expenses incurred or obligated prior to withdrawal, subject to Sections 6.04 and 6.05 of this contract, survives expiration, termination, or cancellation of this contract until paid-in-full by the Participating Entities.

**ARTICLE VI
COSTS AND PAYMENT**

- Section 6.01. **ESTIMATED COST.** Participating Entities acknowledge that the estimate contained in Attachment 'A' is an estimate ONLY, and any required payment reflected in the final invoice may differ.
- Section 6.02. **FINAL INVOICE.** Final election expenses, as calculated pursuant to Sections 6.04 and 6.05 of this contract, will be determined within 120 business days after the conclusion of the Contracted Election. The Administrator will provide each Participating Entity with a final invoice.
- Section 6.03. **PAYMENT DATE.** An invoice for election services submitted by the Administrator to Participating Entities is due and payable to the address set forth in the invoice within 30 days from the date of its receipt by a Participating Entity. This provision survives expiration, termination, or cancellation of this contract until paid-in-full by the Participating Entities.
- Section 6.04. **PRORATED BILLING.** Participating Entities agree to share the costs of administering the Contracted Election. Allocation of costs for the entire election, unless specifically stated otherwise, will be shared between the Participating Entities based on a ration formula involving the total number of registered voters eligible to vote in the joint election and the number of registered voters associated with the individual Participating Entities for the joint election. The Participating Entities will be responsible for their percentage of the prorated cost or a minimum cost of \$500.00, whichever is greater. The cost of any special request from a Participating Entity which is not agreed upon by all Participating Entities, will be borne solely by the requesting Participating Entity.
- Section 6.05. **ADMINISTRATIVE FEE.** As authorized by the Section 31.100, Texas Election Code, a general supervisory fee not to exceed 10% of the total cost of the election will be assessed, and not less than \$75.00.
- Section 6.06. **PAYMENT FROM CURRENT REVENUES.** Each Party paying for the performance of governmental functions or services under this contract will make payments from current revenues available to the paying party.

**ARTICLE VII
MISCELLANEOUS**

- Section 7.01. **CONTRACT COPIES TO AUDITOR AND TREASURER.** Pursuant to Section 31.099, Texas Election Code, the Administrator will file a copy of this executed contract with the Caldwell County Auditor and the Caldwell County Treasurer within 10 days of the execution date.
- Section 7.02. **SEVERABILITY.** If any provision of this contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this contract in accordance with the intent of the parties to this contract as expressed in the terms and provisions.
- Section 7.03. **FORCE MAJEURE.** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the

delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 7.04. **NOTICE.** Any addendum to, change or modification of, clarification of, or withdrawal from this contract requires written notice to and written approval by Caldwell County. Whenever this contract requires any consent, approval, notice, request, or demand, the writing must be delivered to the party intended to receive it and other Participating Entities, as provided in Attachment 'B'. Any required writing under this Section will be deemed to have been given when personally delivered, if mailed, 72 hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, property addressed to the contact person identified in Attachment 'B' Notwithstanding this Section and Section 7.08 of this contract, the County may update Attachment 'B' on receipt of a written communication from a Participating Entity designating new contact information. Within two business days after Attachment 'B' is amended, the Administrator will send each Participating Entity a copy of the amended attachment.

Section 7.05. **LIABILITY.** All parties to this contract agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this contract without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses available to the parties under federal or state law. Nothing in this paragraph will be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this contract caused by the joint or comparative negligence of the parties, or their employees, agents, or officers will be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.

To the extent permitted by law, if legal action is filed against a party to this contract, that party shall be solely responsible for their own respective costs and defense of that suit.

- Section 7.06. **CHOICE OF LAW.** This contract will be governed and interpreted by the laws of the State of Texas.
- Section 7.07. **VENUE AND JURISDICTION.** Venue will lie in the district courts serving Caldwell County Texas, and are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this contract.
- Section 7.08. **ENTIRE CONTRACT.** This contract, including any exhibits or attachments, contains the entire agreement between the Administrator, the County, and the Participating Entities concerning the duties required by this contract. The Administrator and each Participating Entity hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this contract concerning any of the terms in this contract. Except otherwise specified in this contract, no modification, amendment, novation, renewal, or other alteration of this contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.
- Section 7.09. **PLURALITY, GENDER, AND HEADINGS.** In this contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other ender. Headings in this contract are descriptive only, and not terms of inclusion or exclusion.
- Section 7.10. **RELATIONSHIP OF PARTIES.** The Participating Entities, including their agents or employees, are independent contractors and are not an agent, servant, joint enterpriser, joint venturer, or employee of the Administrator or the County, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents or employees in conjunction with the performance of services covered under this contract. The Participating Entities represent that they have, or will secure at their own expense, all personnel and consultants required in performing the services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the Administrator or the County.
- Section 7.11. **DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION.** It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages.
- Section 7.12. **CONTRA PROFERENTEM.** The legal document of contra proferentem will not apply to this contract. Consequently, any ambiguity that may exist in this contract will not be construed against the party who drafted this contract.
- Section 7.13. **SIGNATORY WARRANTY.** The signatories for the County, the Administrator, and Participating Entities represent that each has the full right, power, and authority to enter into and perform this contract in accordance with all of its terms and conditions, and that the execution and delivery of this contract has been made by authorized representatives of the Participating Entities to validly and legally bind the Participating Entities to all terms, performances, and provisions set forth in this contract.

Section 7.14. **COUNTERPARTS.** This contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this contract on this the ____ day of _____, 20____.

CALDWELL COUNTY, TEXAS:

Attest:

Hoppy Haden
Caldwell County Judge

Teresa Rodriguez
Caldwell County Clerk

Devante Coe
Caldwell County Elections Administrator

CITY OF LOCKHART, TEXAS

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

OATMAN HILL MUNICIPAL UTILITY DISTRICT

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

PRAIRIE LEA ISD

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

City of Mustang Ridge, Texas

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

LOCKHART ISD ENTITY

Attest:

Name: _____
Title: _____

Name: _____
Title: _____

Attachment A

EST.

Attachment B

Participating Entities:

Caldwell County

City of Lockhart

City of Mustang Ridge

Prairie Lea ISD

Lockhart ISD

Oatman Hill Municipal Utility District

Point of Contact for Lockart ISD:

Printed Name of Official: _____

Officials Mailing Address: _____

Officials Email Address: _____

Official Contact Number: _____

Can this Contact Number be used after Afterhours? If not, is there an after-hours contact number?

After Hours Contact Number: _____

After Hours Officials Name(If Different from above):

Signature of Lockhart ISD Authorizing Authority

Title of Authorizing Authority

Attachment C

Appointment of Election Officials

Early Voting Clerk: Devante Coe

Early voting by personal appearance will be conducted each day at:
(La votación adelantada en persona se llevará a cabo todos los días en:

<u>CALDWELL COUNTY ELECTIONS OFFICE</u> 1403 Blackjack St. Ste A Lockhart, Texas 78644	
<u>Scott Annex Building – Conference Room</u> <u>(Main Early Voting Location)</u> 1403 Blackjack St. Lockhart, Texas 78644	Luling Civic Center 333 E. Austin St. Luling Texas, 78648
	Three Rivers Church 103 Main St. Martindale, Texas 78655

Applications for ballot by mail should be mailed to:

(Las solicitudes para boletas que se votaran en ausencia por correo deberán enviarse a:)

ATTN: Early Voting Clerk

Scott Annex Building

Caldwell County Elections Office

1403 Blackjack St. Ste A

Lockhart, Texas 78644

CALDWELLEEC@CO.Caldwell.TX.US

Applications for ballots by mail must be received no later than the close of business on October 27, 2023.

(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas de negocio el 27 de Octubre 2023.)

NOVEMBER 2023 UNIFORM ELECTION – ELECTION DAY

LOCATION	ADDRESS	PCT(S)	Election Day Judges
FIRST LOCKHART BAPTIST CONNECTION CENTER	200 S. BLANCO ST. LOCKHART, TX 78644	100 / 101	
GRACE LUTHERAN FELLOWSHIP HALL	108 N. MEDINA (FIR ST ENTERANCE) LOCKHART, TX 78644	103 / 108	
VFW POST 8927	7007 S. US HWY 183 LOCKHART, TX 78644	102 / 104	
LOCKHART EVENING LIONS CLUB	220 BUFKIN LANE LOCKHART, TX 78644	111	
SOUTHSIDE CLUBHOUSE	1035 S. MAGNOLIA AVE LULING, TX 78648	201 / 202	
MCNEIL BAPTISH CHURCH	14304 FM 1322 LULING, TX 78648	203	
MCMAHAN COMMUNITY CENTER	6022 FM 713 DALE, TX 78616	204 / 205	
LULING CIVIC CENTER	333 E. AUSTIN ST. LULING, TX 78648	206	
THREE RIVERS COMMUNITY CHURCH FELLOWSHIP HALL	103 MAIN ST. MARTINDALE, TX 78655	300 / 301	
MAXWELL FIRE STATION	9655 TX 142 MAXWELL, TX 78656	302	
UHLAND COMMUNITY HALL	15 N. OLD SPANISH TRAIL UHLAND, TX 78640	303 / 306	

FENTRESS COMMUNITY CHURCH	13481 STATE PARK RD. (STATE PARK/BARBER ST.) FENTRESS, TX 78622	305	
ST. MARKS METHODIST CHURCH	602 E. LIVE OAK ST. LOCKHART, TX 78644	401	
ST. MARY'S CATHOLIC PARISH HALL	205 W. PECAN ST. LOCKHART, TX 78644	402	
LYTTON SPRINGS BAPTIST CHURCH	8511 FM 1854 DALE, TX 78616	404	
DALE FIRE STATION	1414 FM 1854 DALE, TX 78616	400 / 405	

CENTRAL COUNTING STAFF				
CENTRAL COUNT & TABULATION MANAGER	ASSIT. MANAGER	ASST. MANAGER TABULATION	CENTRAL COUNT JUDGES	
DEVANTE COE	SARAH FULLILOVE	MAYRA CALDERON	JUDGE: DAVID TSCHIRHART	ALT. JUDGE: VANESSA GUITERREZ

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

AGENDA SECTION:

READING:

PREVIOUS BOARD REVIEW DATE:

TYPE OF ACTION:

DEPARTMENT:

DISTRICT GOAL(S) ALIGNMENT:

1. Create innovative opportunities for ALL students to prepare for success beyond graduation.
2. Every campus will have an A rating by 2028 through exemplary teaching and student-centered learning.
3. Cultivate an environment where our employees choose Lockhart Independent School District.

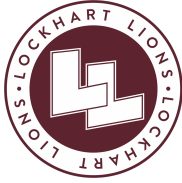
AGENDA TITLE:

BACKGROUND INFORMATION:

ATTACHMENT(S):

RECOMMENDATION:

RECOMMENDED MOTION:



2023-2024 LOCKHART ISD STAFF DEVELOPMENT OVERVIEW

Monday	July 31: New to the Profession Teacher Orientation - MLC Board Room
---------------	--

- | | |
|-----------|---|
| 8:00-4:00 | <p>LISD New to the profession teacher orientation (“0” year teaching experience)</p> <ul style="list-style-type: none"> ● Classroom environment and management ● First Day Lesson Plans ● Lunch (11:30-12:30) ● New to the profession teacher panel (12:00-12:30) ● Relationships with Students and Parents ● Personal reflection and professionalism |
|-----------|---|

Monday	July 31: Mentor Training - Central Office Room 117
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- | | |
|-----------|--|
| 8:00-4:00 | <p>LISD Mentor Teacher Orientation</p> <ul style="list-style-type: none"> ● Review the Mentor Handbook ● Support mentee with classroom management plan and first day lessons ● Timeline of a first year teacher ● Types of First Year Teachers |
|-----------|--|

Tuesday	August 1: New Staff Introductions/ New to the District Teacher Orientation-LJHS
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- | | |
|-----------|---|
| 8:00-4:30 | <p>LISD Welcome Breakfast-(Mandatory for Leadership team)
 <u>Breakfast begins at 7:30 AM</u></p> <ul style="list-style-type: none"> ● Introductions and Welcome- Susan Fambrough- 8:00 <ul style="list-style-type: none"> ○ Superintendent’s Address <ul style="list-style-type: none"> ▪ Welcome, introduce the school board ○ Deputy Superintendent <ul style="list-style-type: none"> ▪ Welcome and principals introduction ○ Principals and directors introduce new hires ● Schedule explanation- Ty Davidson 9:30 <ul style="list-style-type: none"> ○ What the rest of the day will look like <li style="margin-top: 10px;">BREAK- 9:30-9:45 ● Curriculum and Instruction (9:45 - 10:30) Ty Davidson <ul style="list-style-type: none"> ○ Introduction to C&I Staff ○ LISD District Values ○ Kahoot - Todd McBride ● Introduction to the LISD Tenets (10:30-11:30) Belinda Vasquez ● Lunch on your own (11:30 - 12:30) ● Curriculum and Instruction Breakout Sessions (12:30 - 4:00) <ul style="list-style-type: none"> ○ Skyward ○ Google Suite ○ Curriculum Systems ○ Learning Platforms |
|-----------|---|

Wednesday	August 2: All Staff-Campuses	
8:00-12:00	Convocation (GOPAC)	
1:00-4:30	Campus Professional Development Day	
Thursday	August 3 : All Staff –District	
8:00-4:30	Campus Professional Development Day	
6:00 - 7:00	Meet the <u>Elementary</u> Principal Event (Lockhart Evening Lions Club)	
Friday	August 4: All Staff-Leader In Me	
8:00-4:30	District Professional Development on your campus (LIM Core 2)	
Monday	August 7: All Staff	
8:00-4:30	District Staff Professional Development on your campus (C&I day)	
Tuesday	August 8:	
8:00-4:30	Strategic Planning Day	
Wednesday	August 9: All Staff	
8:00-12:00	Strategic Planning Day	
1:00-3:00	CRASE Training at GOPAC (for all campuses)	
3:00-4:30	Audio Enhancement Training for ELEMENTARY CAMPUSES ONLY	
Thursday	August 10: All Staff	
8:00-4:30	Campus Professional Development Day	
Friday	August 11: All Staff	
8:00-4:30	Strategic Planning Day	
5:30 - 6:30	Elementary Meet the Teacher	
Monday	August 14:	
8:00-4:30	Strategic Planning Day	
5:00 - 6:30	Carver PK -Meet the Teacher	
Tuesday	August 15;	
8:00-4:30	Strategic Planning Day	
Wednesday	August 16: First Day of School	
Thurs- Mon	October 5-9	
8:00-4:30	Student/Teacher Holiday	
Tuesday	October 10	
8:00-4:30	Strategic Planning Day	
Wednesday	November 1	
8:00-4:00	Strategic Planning Day	
Friday	December 15: All Staff	42
12:00-4:30	Staff Plan & Prep Day [1/2 day]	

Tuesday	January 2: All Campus Staff
8:00-11:00	Roar Rally
1:00-4:30	Strategic Planning Day
Tuesday	February 20: All Campus Staff
8:00-4:30	Strategic Planning Day
Mon - Tues	April 1 - 2
8:00 - 4:30	Strategic Planning Days
Thursday	May 24: All Staff
8:00-11:00	Staff Plan & Prep Day (½ day)

Special Notes:

Campus Professional Development Day = days/times allotted for campus driven professional development

District Professional Development Day = district driven professional development; campuses may not schedule campus professional development day and/or schedule campus meetings during this time

Staff Plan & Prep Day = days/times that campuses may not schedule campus professional development and/or schedule meetings as this time is reserved for Teachers to complete self-selected tasks in preparation to academically meet the needs of their student learners. *Understanding that this is a protected day for Teachers, please note that Principals may ask for deliverables in advance that may have deadlines that coincide with this date.*

Strategic Planning Day = Campuses may not schedule campus professional development and/or schedule meetings as this time is reserved for Teachers to complete self-selected tasks to academically meet the needs of their student learners. *Understanding that this is a protected day for Teachers, please note that Principals may ask for deliverables in advance that may have deadlines that coincide with this date.*

Lockhart Independent School District Board of Trustees

Date of Board Meeting:

Agenda Item:

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(LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; not shown in Word)

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue, bold font: **new text**.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.

Note: While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes make formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529	800.580.1488

Note: The Texas Economic Development Act, Tax Code Chapter 313, Subchapters B and C, expired on December 31, 2022.

A limitation on appraised value approved before the expiration continues in effect according to the law as it existed immediately before its expiration, and the law is continued in effect for purposes of the limitation on appraised value.

Texas Economic Development Act

Purpose

These provisions outline the District’s procedures for accepting, reviewing, and considering applications and amendments to applications, and, when necessary, enforcing agreements under the Texas Economic Development Act (the Act), as set forth in Tax Code Chapter 313. [See CCGB-(LEGAL)]

Definitions

In addition to the definitions set out in CCGB-(LEGAL), the following definitions apply in this policy:

“Application review period” means the period during which the Board will consider and act on an application. The “application review period” begins on the application review start date and ends on the 151st day thereafter, unless the application review period is extended by Board action prior to the expiration date.

“Appraisal district” means each county appraisal district that appraises property that is the subject of an application.

Filing an Application

In the form and format required by the comptroller, an applicant shall file with the Superintendent the original and copies of the completed application along with a searchable electronic copy certified to contain information identical to the original hard copy. [See CCGB (LEGAL) at Required Contents and Format]

The Superintendent shall hold any incomplete applications or applications submitted without the full application fee until the application is properly completed and the application fee is paid. The Superintendent’s determination of whether an application is complete shall be final.

Confidentiality of Applicant Information

If the Board decides to consider an application, information provided in connection with an application will not be considered confidential except as allowed by law. [See CCGB (LEGAL) at Confidential Business Information]

Amending an Application

An applicant may seek to amend an application at any time prior to final Board action on the application. If an amended application is filed within 60 days of the end of the application review period, the application review period shall be extended automatically to the

61st day after the date on which the last amended application is filed, unless the Board takes action to extend the application review period otherwise.

The Superintendent shall review and forward to the Comptroller an amended application or any supplemental information upon receipt.

Application Fee
Schedule

The Board finds that the complexity of the review process is greater for larger projects, and the following application fee schedule represents the anticipated necessary or reasonable cost to the District of reviewing, processing, and acting on an application:

- \$85,000 for projects valued up to \$500 million total anticipated investment.
- \$115,000 for projects valued over \$500 million to \$1 billion total anticipated investment.
- \$165,000 for projects valued over \$1 billion total anticipated investment.

The application fee shall not be refundable except in the event that the application is denied consideration after initial Board review. The Board may reduce application fees for subsequent applications submitted by the same applicant related to the same project. However, the Board shall not reduce an application fee to an amount less than the anticipated necessary or reasonable cost to the District of reviewing, processing, and acting on an application.

The application fee does not include any amount charged by the comptroller of public accounts for its economic impact study, if such a fee is charged.

*Application
Amendment Fee*

In the event that an applicant or agreement holder seeks to amend an application or agreement at any time after the comptroller has issued an economic impact analysis on the application pursuant to 34 Administrative Code 9.1055(d), an application amendment fee of \$25,000 shall be charged, subject to the limitations set forth in section 313.072(i) of the Tax Code regarding supplemental payments.

*Agreement
Assignment Fee*

In the event that an applicant or agreement holder seeks to assign an agreement to another entity at any time, the following fee schedule represents the anticipated necessary or reasonable cost to the District of reviewing, processing, and acting on such an assignment, subject to the limitations set forth in section 313.072(i) of the Tax Code regarding supplemental payments:

- \$10,000 for projects valued up to \$500 million total anticipated investment.
- \$20,000 for projects valued over \$500 million to \$1 billion total anticipated investment.
- \$30,000 for projects valued over \$1 billion total anticipated investment.

Processing an Application

Upon receipt of an application and application fee, the Superintendent shall:

Before Initial Board Review

1. Send the applicant written confirmation of receipt of the application and application fee.
2. Review the application and, as necessary, require the applicant to submit additional and/or supplementary information, including all required schedules.
3. Obtain necessary conflict of interest disclosures, as applicable. [See BBFA (LEGAL)]

Initial Board Review

The Board shall conduct an initial review of the application during which the Board may consider the Superintendent's recommendation and written or oral presentations concerning the application.

If, after the initial review, the Board determines that the application will not be considered as not in the best interests of the District, the Board shall reject the application and return to the applicant the application fee, less any necessary and reasonable costs of the initial review.

After Initial Board Review

If the Board accepts a large project application for further consideration, the Board may set an appropriate fee in accordance with this policy.

If the Board elects to consider the completed application, the Superintendent shall:

1. Deposit the application fee;
2. Deliver to the comptroller a copy of the application and required material along with a request for an economic impact evaluation with a copy to applicant and the appraisal district;
3. Accept on behalf of the Board any amendments or supplements submitted by the applicant, and transmit copies to the comptroller within seven days of receipt;
4. Direct appropriate District personnel to create a link from the District's website to the location on the comptroller's website where copies of applications are posted;

5. Within the time allowed by law, provide all required supplemental information necessary to assist the comptroller and the Texas Education Agency (TEA) with the required analyses;
6. On receipt, provide the applicant and District consultants with a copy of the economic impact evaluation and the school facilities impact analysis;
7. Work with the applicant and District consultants to provide the District and the comptroller with copies of the proposed agreement in a timely manner [see CCGB (LEGAL) at Continued Eligibility];
8. Take all action necessary or required to process the application;
9. Not later than 151 days after the application review start date, present to the Board an agreement for final approval or a request for extension of the application review period;
10. If an extension of the application review period is requested by the applicant, the Superintendent is delegated authority to approve the extension request and shall submit notice of the approval decision to the comptroller within seven days and also inform the Board; and
11. After Board action on the application, if any, transmit all necessary and required information to the Comptroller, the applicant, and the appraisal district.

District Consultants

District consultants, including legal counsel and financial consultants, shall assist the district to:

1. Review any applications for completeness;
2. Advise the Board and Superintendent or designee regarding the application;
3. Engage with the applicant and the comptroller during its review of the application;
4. Provide supplemental and amended applications and materials as requested by the comptroller;
5. Review the financial impact of the application to the District; recommend, negotiate, and finalize a proposed agreement and draft findings for Board consideration; and
6. Take further action as needed in the application process.

	<p>The District shall pay its retained consultants from the application fee.</p>
Board Action on Application	<p>Completed applications may be considered for approval by the Board only after completion of the economic impact evaluation and the school facilities impact analysis and receipt of the comptroller's certification, as required by the Act.</p>
Public Hearing	<p>The Board's final determination on an application shall be made after a public hearing at which the Superintendent, District consultants, the applicant, and members of the public may provide input and information concerning the proposed application. The comptroller's certification shall be disclosed at the public hearing.</p> <p>The public hearing shall be held at a time that allows the Board to approve or disapprove an application before the expiration of the application review period, unless the deadline has been extended.</p>
Findings of Fact	<p>After the public hearing, the Board shall make specific written findings as required by law. [See CCGB (LEGAL) at Approval]</p>
Adoption of Agreement	<p>After considering the comptroller's certification, the economic impact evaluation, the school facilities impact analysis, information from District consultants, and any other relevant information, the Board may approve the application and enter into an agreement that complies with all legal requirements. [See CCGB (LEGAL) at Agreement] The Board shall also consider and adopt an agreement with the applicant to provide protection from or compensation for any financial risks undertaken by the District in accepting the application.</p>
Waiver of Jobs Requirement	<p>The Board may waive the new jobs creation requirement in accordance with the law. [See CCGB (LEGAL) at Waiver of New Jobs Creation Requirement] If an applicant makes a waiver request subsequent to the original application, the Board may charge the applicant a fee to cover the costs of any consultant required by the Board in making the requisite finding.</p>
Superintendent Responsibilities After Agreement	<p>During the term of any agreement, the Superintendent shall ensure that required reports are submitted in a timely manner by the District and the applicant. The Superintendent is authorized to delegate this function to District consultants.</p>
Statements Regarding Conflicts of Interest	<p>If applicable, a Board member and any District employee who is a local public official under Local Government Code Chapter 171, shall submit a conflict of interest affidavit and abstain from deliberations or voting with regard to the project application under circumstances described in policy BBFA.</p>

Under Chapter 176, Texas Local Government Code, local government officers, including a Board member may be required to file a conflict of interest disclosure statement and abstain from consideration and voting on the matter. Further information on this process can be found in policy BBFA.

New Board members shall review policy BBFA to ensure appropriate filings and actions are taken as soon as practicable after election or appointment.

**Capitalization
Threshold**

The capitalization threshold for purposes of classifying individual capital assets shall be ~~\$5,000~~\$5,000.

The Superintendent shall determine the capitalization threshold for a group of assets, the individual cost of which does not exceed the capitalization threshold above but for which the cost in the aggregate is significant.

**School Resource
Officers**

~~To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.~~

~~A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.~~

Training

~~All school resource officers shall receive at least the minimum amount of education and training required by law.~~

~~[See CKEC]~~

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A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.

All school resource officers shall receive at least the minimum amount of education and training required by law.

Integrated Pest Management Program

The District is committed to following integrated pest management (IPM) guidelines as required by Chapter 1951 of the Occupations Code and Title 4, Chapter 7 of the Administrative Code in all pest control activities that take place on District property.

Definition

IPM is a pest management strategy that relies on accurate identification and scientific knowledge of target pests, reliable monitoring methods to assess pest presence, preventative measures to limit pest problems, and thresholds to determine when corrective control measures are needed. Under IPM, whenever economical and practical, multiple control tactics shall be used to achieve the best control of pests. These tactics shall ~~possibly~~ include, but are not limited to, the judicious use of pesticides.

Standards

The District's IPM program shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities, including residential property primarily used as student housing.

IPM Coordinator

The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law and shall provide training to District employees, as necessary.

Application Time Frame

The IPM coordinator(s), in addition to the responsibilities set out in CLB(LEGAL), shall coordinate with appropriate District administrators or other designated and trained employees regarding pesticide or herbicide applications in accordance with law. The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.

No Unauthorized Application

If the IPM coordinator is a licensed applicator, the IPM coordinator may apply pesticides in accordance with law. No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a District facility, including residential property primarily used as student housing, without the prior approval of the IPM coordinator and other than in the manner prescribed by law and the District's IPM program.

Food Donation

The Superintendent shall be authorized to develop regulations for the District to donate or otherwise dispose of leftover food in accordance with law.

Meal Charges

State Law

~~As established by the Board, a student with an exhausted or insufficient balance on his or her meal card or meal account shall be allowed to continue to purchase meals for up to a total of \$10. The Superintendent shall develop administrative regulations for this grace period to address:~~

- ~~1. The District's processes for parent notification during the grace period, including a schedule for repayment; and~~
- ~~2. Whether the student will be limited to certain foods or beverages during this grace period, and, if so, the District's efforts to minimize overt identification of the student.~~

~~No fees or interest shall be charged by the District for meals purchased during the grace period.~~

Federal Law

~~For each campus that participates in the federal school breakfast or lunch programs under which students may incur a meal charge, the District's administrative regulations shall also address procedures for a student who has insufficient funds to purchase a meal following exhaustion of the grace period described above. The procedures shall address:~~

- ~~1. The parameters under which meals shall be served to the student;~~
- ~~2. The District's efforts to minimize overt identification of the student; and~~
- ~~3. How the District will attempt to collect unpaid debt in order to maintain the financial integrity of the food service account.~~

Procurement

The ~~Superintendent~~ executive director of operations shall oversee the use of federal child nutrition funds to procure appropriate goods and services necessary for providing food service to students and shall develop and enforce financial management systems, internal control procedures, procurement procedures, and other administrative procedures as needed to comply with all state and federal requirements for use of these funds.

[See CO(LEGAL) and COA(LEGAL)]

Geographic Preference

The Board delegates to the ~~Superintendent~~ executive director of operations the authority to determine whether the District will apply a geographic preference when procuring unprocessed, locally grown or locally raised agricultural products and to:

1. Specify the types of products for which any geographic preference will be applied; and
2. Define the geographic area to be preferred for each applicable product.

FOOD AND NUTRITION MANAGEMENT
FREE AND REDUCED-PRICE MEALS

COB
(LOCAL)

**Community
Eligibility Provision**

With funds from the federal community eligibility provision (CEP), the District shall provide regular meal service to students at no cost, as authorized by the U.S. Department of Agriculture (USDA). [See COB(LEGAL)]

Eligibility Appeals

The District shall provide a hearing process in compliance with ~~U.S. Department of Agriculture~~ (USDA) requirements for disputes about a student's eligibility for free or reduced-price meal programs. A parent or student may appeal the decision of the hearing official in accordance with FNG(LOCAL).

**Civil Rights
Complaints**

A person alleging discrimination in school meal programs based on race, color, national origin, sex, age, or disability shall be informed of the procedures and right to file a complaint with the Texas Department of Agriculture (TDA) Food and Nutrition office and the USDA. Complaints received by District personnel shall be forwarded to TDA.

INSURANCE AND ANNUITIES MANAGEMENT
UNEMPLOYMENT INSURANCE

CRF
(LOCAL)

**Reasonable
Assurance**

The District shall issue letters of reasonable assurance, as appropriate, to employees in positions requiring less than 12 months of service whose services are anticipated to be needed at the beginning of the following school year. [See DCD and DCE]

FACILITIES CONSTRUCTION
COMPETITIVE BIDDING

CVA
(LOCAL)

Specifications

The Superintendent ~~or designee~~ shall ensure that detailed specifications are prepared for any construction project for which competitive bids are sought.

Bid Process

All bids shall be submitted in sealed envelopes, plainly marked with the name of the bid and the time of the bid opening. Bids shall be opened at the time specified. All interested parties shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

Safety Record

If the District considers the safety record of bidders in determining to whom to award a contract, the safety record shall be defined as a bidder's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the bidder's insurance carrier, and a loss history covering all lines of insurance coverage carried by the bidder.

FACILITIES CONSTRUCTION
COMPETITIVE SEALED PROPOSALS

CVB
(LOCAL)

Specifications

The Superintendent ~~or designee~~ shall prepare a request for proposals for any construction project for which competitive sealed proposals are sought.

Process

All proposals shall be submitted in sealed envelopes, plainly marked with the name of the proposal and the time of the deadline for submission. Proposals shall be opened at the time specified. All offerors shall be invited to attend the proposal opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

Withdrawal and
Late Proposals

Any proposal may be withdrawn prior to the scheduled time for opening. Proposals received after the specified time shall not be considered.

Proposal
Acceptance

The District may reject any and all proposals.

Safety Record

If the safety record of offerors is considered in selecting a proposal, the record shall be defined as an offeror's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the offeror.

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA] The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]

Pay Administration

The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The ~~Superintendent or designee shall classify~~ classification of each job title within the compensation plan shall be based on the qualifications, duties, and market value of the position.

Annualized Salary

The District shall pay all salaried employees over 12 months in equal monthly or ~~bimonthly~~ semi-monthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.

Pay Increases

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. ~~The Superintendent or designee shall determine~~ Any pay adjustments for individual employees; shall be determined within the approved budget following established procedures.

~~Mid-Year~~ Midyear
Pay Increases

Contract
Employees

A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements].]

Noncontract
Employees

The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity. The Superintendent shall report any such pay increases to the Board at the next regular meeting.

Pay During Closing

If the Board chooses to pay employees during an emergency closure for which the workdays are not scheduled to be made up at a later date, then that authorization shall be by resolution or other Board action and shall reflect the purpose served by the expenditure. [See EB for the authority to close schools].]

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

Premium Pay
During Disasters

Nonexempt employees who are required to work ~~during to mitigate the reason for~~ an emergency closing ~~for a disaster, as declared by a federal, state, or local official or the Board,~~ shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. ~~All other nonexempt employees who are required to work during an emergency closing shall be paid their regular rate of pay.~~

Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent ~~or designee~~ shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.

Persons Age 21 and Over	The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.
Registration Forms	The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.
Proof of Residency	At the time of initial registration and on an annual basis thereafter In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.
Minor Living Apart	A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.
Person Standing in Parental Relation	
Misconduct	A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.
Exceptions	Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.
Extracurricular Activities	The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.
Nonresident Student in Grandparent's After-School Care	The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent. The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.
"Accredited" Defined	For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

Grade-Level Placement

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Transfer of Credit

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to ~~determine transfer of~~ ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

Note: This policy addresses bullying of District students. For purposes of this policy, the term bullying includes cyber-bullying.

For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

Bullying Prohibited	The District prohibits bullying, including cyberbullying, as defined by state law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.
Examples	Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.
Minimum Standards	In accordance with law, the Superintendent shall develop administrative procedures to ensure that minimum standards for bullying prevention are implemented.
Retaliation	The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.
Examples	Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.
False Claim	A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.
Timely Reporting	Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.
Reporting Procedures	To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee. The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.
Student Report	

Employee Report	Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.
Report Format	A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.
Periodic Monitoring	The Superintendent shall periodically monitor the reported counts of bullying incidents, and that declines in the count may represent not only improvements in the campus culture because bullying declines but also declines in the campus culture because of a decline in openness to report incidents.
Notice of Report	When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.
Prohibited Conduct	The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.
Investigation of Report	The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.
Concluding the Investigation	<p>Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.</p> <p>The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.</p>
Notice to Parents	If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

District Action	
<i>Bullying</i>	If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The District may notify law enforcement in certain circumstances.
<i>Discipline</i>	<p>A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.</p> <p>The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.</p>
<i>Corrective Action</i>	Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.
<i>Transfers</i>	The principal or designee shall refer to FDB for transfer provisions.
<i>Counseling</i>	The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.
<i>Improper Conduct</i>	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.
Confidentiality	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.
Appeal	A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.
Records Retention	Retention of records shall be in accordance with CPC(LOCAL).
Access to Policy and Procedures	This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.