

Regular Meeting

Monday, January 9, 2023 7:00 PM

Administration office, 103 W. Cleveland, Hale Center, Texas 79041

1. **Call to Order**

2. **Invocation**

3. **Open Forum**

4. **Public comment on changes to the Safe Return to In person Instruction Plan.**

5. **Review of November 2022 Financial Statement/Investment Report and November Check Listing.**

6. **Consent Action Items**

6.A. Approval of the Minutes for December 12, 2022 Regular Meeting.

6.B. Approval of West Texas Food Service Cooperative Interlocal Agreement for January 9, 2023- July 31, 2024.

7. **Action Items**

7.A. Consideration of approval to remove previous High School Principal from signature cards at Vista Bank and add Misty McClurg to the signature cards with Vista Bank.

7.B. Consideration and approval of Joint Election Agreement with the City of Hale Center for the May 6, 2023.

8. **Administrators' Reports**

9. **Superintendent's Report/Discussion Items**

9.A. Facility and Maintenance Report

10. **Personnel**

11. **Adjourn**

Board Secretary

Hale Center
Independent School District
2022-2023
Safe School Re-entry Plan



January 3, 2023

2022-23 School Calendar

Hale Center ISD

2022-2023

August						
S	M	T	W	TH	F	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	(16)	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

First Semester	8/16-10/13	42
	10/18-12/16	38.5

February						
S	M	T	W	TH	F	SA
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

September						
S	M	T	W	TH	F	SA
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Second Semester	01/4-03/09	45
	03/20-05/18	41.5
Total		86.5
Yearly Total		167

March						
S	M	T	W	TH	F	SA
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	(20)	21	22	23	24	25
26	27	28	29	30	31	

October						
S	M	T	W	TH	F	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	(18)	19	20	21	22
23	24	25	26	27	28	29
30	31					

Holidays		
Labor Day	Sept. 5	
Fall Break	Oct. 14, 17	
Thanksgiving	Nov. 21-25	
Christmas	12/19-1/3	
President's Day	Feb. 20	
Spring Break	March 13-17	
Easter Break	Apr. 7, 10	
Memorial Day	May 29	

April						
S	M	T	W	TH	F	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

November						
S	M	T	W	TH	F	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Bad Weather	938 minutes added
Early Release	12/16; 5/18

May						
S	M	T	W	TH	F	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18)*	19	20
21	22	23	24	25	26	27
28	29	30	31			

December						
S	M	T	W	TH	F	SA
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16)*	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Graduation		
Jr. High	05/18/22	
High School	05/19/22	

June						
S	M	T	W	TH	F	SA
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

January						
S	M	T	W	TH	F	SA
1	2	3	(4)	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Comp Days		
Staff Dev.		
Work Days		
New Teacher		

July						
S	M	T	W	TH	F	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Minutes:		
Akin	78,384	5+
Carr	78,384	5+
High School	78,404	5+
Total Required:	76,538	

SYMBOL KEY:			
Staff Develop	SD	Workday	WD
Waiver (Comp)	X	Bad Weather	BW
Holiday	H	Early Release	*
6 Wk Period	()	Summer School	
Graduation		STAAR	

In Class	
Prof Dev	
Work Days	
Comp Days	
Total Staff	0

March 8, 2022

Staff and Student Safety Protocols

Because COVID-19 can be contracted by people of all ages, it is crucial that Hale Center ISD take appropriate action to keep its employees and students safe. The following protocols shall be followed by each staff member and student at Hale Center ISD during the 2022-23 school year. The ongoing emergency pandemic is continuously evolving, and these protocols will be periodically reviewed and revised as appropriate to reflect orders and/or recommendations from local, state, and national government officials and/or health authorities.

Screening

- All staff members will self-screen for the COVID-19 symptoms listed below prior to reporting to campus each day.
- Staff members who experience COVID-19 symptoms or receive a positive, lab-confirmed diagnosis of COVID-19 must report such symptoms or diagnosis to the District and must remain off campus until completing the Isolation Procedures below.
- "Close contact" tracing is determined by either the Health Department or Medical Professional.
- Students will be monitored throughout the day by the staff.
- The following is the recognized list of COVID-19 symptoms:

COVID-19 Symptoms for Screening

Have they recently begun experiencing any of the following in a way that is not normal for them?

- o Feeling feverish or a measured temperature greater than or equal to 100.0 degrees
- o Loss of taste or smell
- o Cough
- o Difficulty breathing
- o Shortness of breath
- o Fatigue
- o Headache
- o Chills
- o Sore throat
- o Congestion or runny nose
- o Shaking or exaggerated shivering
- o Significant muscle pain or ache
- o Diarrhea
- o Nausea or vomiting

- Parents must not send a student to District campuses if the student is exhibiting any of the above COVID-19 symptoms or test positive for the

- virus. Throughout the school day, teachers will monitor students and notify the campus nurse if a student begins exhibiting COVID-19 symptoms.
- Any student who exhibits symptoms while at school will be **immediately** separated from other students until they can be picked up by a parent or guardian. Students must follow the Isolation Procedures listed below to return to school.
 - If a student or staff member begin showing COVID-19 symptoms while at school, appropriate personnel will promptly clean all areas used or occupied by that individual.
 - If a student reports feeling feverish during the school day, they shall immediately receive a temperature check to determine if they are symptomatic for COVID-19.
 - Prior to entering a District campus, visitors will be screened to determine if they exhibit COVID-19 symptoms, tested positive for COVID-19, or came within "close contact" with an individual who tested positive for COVID-19, as defined herein. Screening will include temperature checks when practical.

Isolation Procedures

- The following procedures are in compliance with the CDC recommendations.
- **Test Positive for COVID-19** (regardless of vaccination status):
 - Stay home for 5 days.
 - If you have no symptoms or your symptoms are resolving after 5 days, you can return.
 - Must continue to wear a mask around others for 5 additional days.
 - If you have a fever, continue to stay home until the fever resolves.
- **CLOSE CONTACT EXPOSURE:**
 - **PARENTS – PLEASE NOTE:** If a student is in close contact or exposed to COVID-19, parents have the option to either send student to school and monitor symptoms; or keep student at home during the recommended stay-at-home period outlined below.
 - **Exposed to Someone with COVID-19** (been boosted; or completed primary series of Pfizer or Moderna vaccine within in the last 6 months; or completed the primary series of J&J vaccine within the last 2 months):
 - Wear a mask around others for 10 days.
 - Test on day 5, if possible.
 - If you develop symptoms, get a test and stay home.
 - **Exposed to Someone with COVID-19** (completed the primary series of Pfizer or Moderna vaccine over 6 months ago and are not boosted; or completed the primary series of J&J over 2 months ago and are not boosted; or are unvaccinated):

- Stay at home for 5 days.
- Continue to wear a mask around others for 5 additional days.
- If you can't quarantine you must wear a mask for 10 days.
- Test on day 5 if possible.
- If you develop symptoms get a test and stay home.
- Staff with COVID-19 related absences must provide the school a medical professional's note or Health Department Return to School Order for re-entry and to be paid for days absent without using paid time off.
- If a school campus is made aware by the Health Department that a student is a close contact, the school should notify the student's parents.

Reporting

- In the event that a student or staff member tests positive for COVID-19, the District shall notify its local health department, in observance of applicable federal, state, and local laws.
- Consistent with local policies and legal confidentiality requirements, the District shall notify all staff members and families of all students within that campus if a lab-confirmed COVID-19 case is identified among students or staff members who participate in any on-campus activities.

Health and Hygiene Protocols

- Masks, full-face shields, or face coverings are optional.

Safe Instruction

- Hand sanitizer are available at each campus entrance, each classroom, cafeterias, common areas, gyms, restrooms, and offices.
- Staff members, students, and visitors will be encouraged to sanitize and/or wash hands frequently throughout the day.
- Staff members and students will be encouraged to practice good hygiene relating to virus transmission, including coughing and sneezing into tissues or elbows as well as immediate handwashing or sanitizing.
- District janitorial staff will regularly sanitize all areas occupied by students and staff members according to cleaning schedules.
- District janitorial staff will sanitize cafeteria between uses.
- Students will clean personal space and items with provided cleaning
- Items that are dropped off for students will be left in the office or designated place.
- When feasible and appropriate, outdoor spaces may be utilized for certain classes in an effort to reduce risk of virus transmission.

- Returned library books will be sanitized before being recirculated to other students.

Safe Transportation

- Parents are encouraged to drop off students at the school in order to limit potential transmission of COVID-19 while riding the bus.
- When feasible and appropriate, bus windows will be opened to allow outside air to circulate in the bus.
- Buses will be thoroughly sanitized after each bus trip, with special focus on “high-touch” areas.

Safe Visits

- All guests shall enter through the main doors of the District campuses.
- Guests will push the call button located at the main doors.
- Guests must be screened before entering the building by answering a series of questions.
- When the guest is cleared, the front door will unlock, and the guest should go to the appropriate place as requested by the secretary.

SEL Concerns

Counselors are available to support students academically, socially, and emotionally; and can provide mental health support or resources for families who may be struggling emotionally. If a student needs to schedule a counseling session, please contact the campus counselor at the email listed below. To ensure staff are equipped to address social and mental health concerns, HCISD will continue to host training opportunities including trauma informed care, Mental Health First Aid, and social emotional learning. In addition, counselors are available to support staff socially and emotionally; and can provide mental health resources.

- Hale Center High School – jesmith@hcisdowls.net
- Carr Middle School – mlawson@hcisdowls.net
- Akin Elementary School – kpetrier@hcisdowls.net

Extracurricular Activities

- Athletic practices, performances, and contests will be conducted according to safety protocols provided by the District, UIL, TEA, and other state authorities. This includes staff member and student screening, sanitation, locker room usage, travel, spectator attendance, etc.

- Hand washing and/or handwashing stations will be made available in extracurricular facilities and all equipment will be sanitized on a regular basis.
- Locker room use will be determined by TEA and UIL. If locker room use is permitted by the relevant authorities.
- For those clubs or organizations that typically meet after regular school hours, such activities may occur in accordance with the health protocols contained in this Plan.

Regular Meeting
Monday, December 12, 2022 7:00 PM

Administration office
103 W. Cleveland
Hale Center, Texas 79041

Board Members: Pam Johnson, Geneva Garcia, Jack Needham, Travis Parker, Paul Chandler, Michael Gonzales and Steven Espinosa

School Personnel: Steven Pyburn, Sherri Locke, and Roberta Gonzalez.

AGENDA

1. Pam Johnson called the meeting to order at 7:00 p.m.
2. Invocation was given by Michael Gonzales
3. Open Forum-None
4. Travis Parker accepted the Annual Performance Report/Annual Financial Report presented by Kim Bairrington of Newberry, Leonard, Horton & Bairrington. Seconded Steven Espinosa. Vote 7 for, 0 against. Motion passed unanimously.
5. Review of October 2022 Financial Statement and October 2022 Check Listing and Tax Report was presented by Steven Pyburn.
6. Consent Action Items
 - 6.A. Geneva Garcia moved to approve the minutes for November 14, 2022 Regular Meeting. Seconded by Jack Needham. Vote 7 for, 0 against. Motion passed unanimously.
7. Action Items
 - 7.A. Geneva Garcia moved to approve the acceptance of the letter of engagement from Newberry, Leonard, Horton and Bairrington for the 2022-2023 school year. Seconded by Michael Gonzales. Vote 7 for, 0 against. Motion passed unanimously.
 - 7.B. Michael Gonzales moved to approve of the resolution that recognizes the Hale County Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities. Seconded by Jack Needham. Vote 7 for, 0 against. Motion passed unanimously.
8. Administrators' Reports was given by Sherri Locke
9. Steven Pyburn presented the Superintendent's Report/Discussion Items.
 - 9.A. Facility and Maintenance Report
10. Personnel

Steven Espinosa moved to enter into executive. Seconded by Michael Gonzales. Vote 7 for, 0 against. Motion passed unanimously. Time: 7:32 p.m.

 - 10.A. Michael Gonzales moved to extend superintendents for 1 year and increase salary by 5% with the salary increase to be effective January of 2023.

Travis Parker moved to exit executive. Seconded by Geneva Garcia. Vote 7 for, 0 against. Motion passed unanimously. Time: 8:04 p.m.

11. Paul Chandler moved to adjourn the meeting. Seconded by Travis Parker. Vote 7 for, 0 against. Motion passed unanimously. Time 8:24 p.m.

This the _____ day of _____, 2022

President

Secretary

Child Nutrition and Purchasing

Description:

The goal of the Cooperative is to obtain substantial savings on specific food service items for member districts through volume purchasing. The highest quality products for the best possible prices will be sought. The district should benefit through cost savings, meeting federal and state procurement regulations, and receiving items meeting federal Child Nutrition Program requirements. Participating Education Service Centers will organize and administer The West Texas Food Service Cooperative (Cooperative) with Region 17 Education Service Center acting as the fiscal agent (Coordinating Center).

This agreement is entered into pursuant to the authority granted by Title 7 (Agriculture) of the Code of Federal Regulations, Chapter 791 of the Texas Government Code, and Chapter 8 of the Texas Education Code.

EDGAR COMPLIANCE

CONTRACTS INVOLVING FEDERAL FUNDS: Region 17 ESC may be unable to determine which of its agreements/contracts will be used by cooperative members using federal funds at the time of the procurement process. Therefore, Region 17 ESC intends to competitively procure each contract awarded by Region 17 ESC under Section 44.031 of the Texas Education Code and intends to comply with EDGAR and USDA regulations for every procurement action. To comply with EDGAR, Region 17 ESC will make an independent estimate of the value of goods or services in the current market before receiving bids or proposals. After Region 17 ESC receives bids and proposals, but before awarding a contract, Region 17 ESC will also conduct a price or cost analysis and document its findings. For contracts at or above \$50,000 cooperative members must verify that Region 17 ESC fulfilled its requirement to conduct a cost or price analysis in order to benefit from the ability to purchase goods and services from its purchasing cooperatives directly without the need for additional procurement activities or documentation. Region 17 ESC will provide its *Independent Estimate Determination Form* and *Determination of Cost or Price Reasonableness Form* to a cooperative member upon request, but Region 17 ESC recommends that when circumstances necessitate separate evaluation of lump-sum pricing, cooperative members also conduct an independent evaluation of cost or price reasonableness tailored to the cooperative member's specific purchases so that the cooperative member can independently determine the reasonableness of the cost/price of the particular purchase. Stated differently, if the cooperative member's verification of Region 17 ESC's compliance with EDGAR reveals that the lump-sum price includes goods or services for which Region 17 ESC could not have performed a cost or price analysis, the cooperative member should conduct an independent cost or price analysis.

I. Term of Contract

The term of this contract shall be from the date of acceptance by authorized District personnel through July 31, 2024. The participating party(ies) may with mutual agreement among all other participating parties, rescind the Commercial Purchasing and/or Full-Service component of this contract with a thirty (30) day written notice. If participating in the Commodity Processing component of this contract, the participating party is required to fulfill the contractual obligation until all processed commodity commitments are received. For general termination information, see Section VII.

A signed agreement or at least a verbal commitment from district must be received by the WTFSC by March 31, 2023 for district to participate in commodity processing for contract year.

II. General Provisions

In accordance with United States Department of Agriculture (USDA) regulation and Texas Department of Agriculture (TDA) guidance in the Administrator's Reference Manual Section 17c, the Cooperative is a Child Nutrition Program (CNP) Operator-Only Cooperative that is categorized as a "for profit cooperative". Consequently, at the end of the contract year, the Cooperative must return all profit in excess of the profit margin as described in the contract to the participating Cooperative's members, i.e., Contracting Entities. The Cooperative's "profit margin", for purposes of this Agreement, shall be the revenue received by the Cooperative through the charging of the vendor fee set forth in "Fee" section below minus the expenses to the Coordinating Center to operate the Cooperative. The Coordinating Center shall retain the profit margin; however, revenue received in excess of the profit margin ("unanticipated profit"), if any, shall be distributed to the Cooperative's members.

III. Fee

No fee shall be charged to members of the Cooperative.

The USDA does not allow federal funds received by ESC Child Nutrition components to be used to support purchasing cooperatives. Therefore, the Cooperative is a totally self-funded entity. To provide this revenue, a fee of .85% of each district Commercial Purchase is charged to the vendor through a Vendor Participation Fee. Through the Commodity Processing bids, a per-truckload fee of \$500.00 is charged to the processor as an Administrative Processing Fee. All fees are used to cover expenses related to the administration and direct operation of the Cooperative. Districts, even though they may incur these fees indirectly, pay no direct fee to the Cooperative for participation.

IV. ESC 17 (Coordinating Center) will be responsible for the following:

- Provide for the organizational and administrative structure of the cooperative.
- Provide for staff time necessary for efficient operation of the cooperative.
- Host Regional Advisory Board meetings for commercial bid purchasing and commodity processing components.
- Provide onsite and/or technology based regional and/or area trainings as requested/necessary.
- Initiate and implement activities related to the bidding and vendor selection process, in accordance with formal procurement procedures for Texas public schools.
- Review annual fiscal report with member districts at a Fall Advisory Board Meeting.
- Provide districts with Service Report/Product Comment Forms to address quality assurance and vendor complaint issues consistently.
- The Cooperative will not be held responsible for product warranties, product qualities, failure to deliver by vendor(s), or failure of payment to vendor(s) by participating members.

- Manage awarded contracts including:
 - Utilizing cost/price analysis
 - Maintaining awarded catalog(s)
 - Monitoring addition of new goods and/or services
 - Monitoring value of contract(s), i.e., Material Change
 - Material change means a modification that exceeds and/or alters the terms of the original contract between WTFSC, its cooperative members, and Vendor in the amount of 10% of total contract value.

V. Role of the participating district:

- Commit to participate in the Cooperative by resolution of the governing body.
- Designate a contact person for the Cooperative.
- Return all necessary forms to the Cooperative in a timely fashion with appropriate signatures.
- Abide by directives and decisions of the Regional Advisory Boards and Coordinating Center.
- Abide by Texas Department of Agriculture Roles and Responsibilities for Further Processing of USDA Foods as per the Contract Packet via TX-UNPS.
- Prepare purchase orders issued to the appropriate vendor(s)/processor(s) from the official award list provided by the Cooperative.
- Accept shipments of products in accordance with standard HACCP delivery procedures and the Cooperative delivery agreements.
- Pay vendor(s) as per awarded terms and conditions unless prior arrangements have been made between the participating member and the vendor(s). All deliveries will be made in accordance with the specified delivery schedule in each bid document.
- Manage awarded contracts including:
 - Notifying WTFSC of issues regarding vendors and product quality by submitting the Service Report/Product Comment Forms as necessary
 - Following proper procedures to request additional items to be added to bid catalog
 - Verify accuracy of invoices and authorizing payments consistent with contract terms
 - Monitor any changes to the contract through the amendment process allowed by the terms of the contract

VI. Amendments

This agreement may be amended only by agreement of both parties. Amendments may include:

- Change in Contract Options
- Change in Designee

VII. Termination of Contract

This agreement may be terminated for any of the following reasons:

- The Cooperative member submits a written thirty (30) day notice to the ESC terminating the Agreement.
- The Coordinating Center gives the district thirty (30) days written notice that the district has failed to uphold outlined roles of the agreement.
- The Coordinating Center gives the district thirty (30) days written notice of regulation changes that void the contract

VIII. Additional Info

- Compensation. The parties agree that the contractual payments under this Agreement and any related exhibits and documents are amounts that fairly compensate ESC 17 for the services or functions performed under the Agreement.
- Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Lubbock County, Texas, unless otherwise mandated by law.
- Warranty. By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

Commercial Food Purchasing (Through awarded distributor. Example: Labatt)

Yearly Cost: \$0.00

Reset

Commodity Processing (Must participate in the USDA/TDA commodity processing program)

Yearly Cost: \$0.00

Reset

Full Service Delivery (Milk, Bread, Novelties, etc. shipped direct to CE. Example: Gandy's)

Yearly Cost: \$0.00

Reset

Designee (click here to enter designee information)

Child Nutrition Director or Cafeteria Manager authorized to coordinate all Cooperative activities with WTFSC/ESC 17 staff

Annual Rate: \$0.00

Contact Information

Name Steven Pyburn

Phone# 806-839-2451

PO# (optional)

RESOLUTION NO. 20230110D

BE IT REMEMBERED THAT ON THE 10TH DAY OF JANUARY, 2023, THE CITY COUNCIL OF THE CITY OF HALE CENTER, IN ITS REGULAR MONTHLY MEETING, DID ENACT THE FOLLOWING RESOLUTION REGARDING A JOINT ELECTION TO BE HELD BETWEEN THE CITY OF HALE CENTER AND THE HALE CENTER INDEPENDENT SCHOOL DISTRICT, MORE FULLY DESCRIBED IN THE JOINT ELECTION AGREEMENT, ATTACHED HERE TO AS EXHIBIT A AND INCORPORATED BY REFERENCE HEREIN, THE SAME AS IF FULLY COPIED AND SET FORTH AT LENGTH:

WHEREAS, the City of Hale Center (“City”), and the Hale Center Independent School District (“School”) are each political Subdivision of the State of Texas;

WHEREAS, the City of Hale Center, Texas will hold a Municipal City General Election;

WHEREAS, the City and the School will hold all of this election in a Joint Uniform Election, May 6, 2023, pursuant to resolutions and agreements previously enacted and executed by those entities;

WHEREAS, the City and School are both wholly located within the boundaries of the county;

WHEREAS, the City and School desire to hold all of the above need elections in a Joint Election to be held on May 6, 2023, as set forth in the Joint Election Agreement;

WHEREAS, the City and School have common voters, and it would be to the benefit of the City and School and their citizens and voters, to hold the election jointly at a common polling place.

BE IT THEREFORE RESOLVED, that the City of Hale Center here by adopts the above recitals as findings of fact and operative provision hereof the same as it set out in full;

BE IT FURTHER RESOLVED that the City of Hale Center City Council authorizes the Mayor and Hale Center ISD Superintendent to enter into the attached Joint Election Agreement.

PASSED AND APPROVED on this the 10th day of January, 2023, by way of majority vote of the City Council of the City of Hale Center, Texas, in a meeting open to the public and at its regular time and place.

W.H. Johnson, Mayor

Patricia Isaguirre, TRMC, City Secretary

**JOINT ELECTION AGREEMENT
BETWEEN
CITY OF HALE CENTER AND HALE CENTER ISD**

Pursuant to Texas Election Code Chapter 271, City of Hale Center, Texas (“City”) and the Hale Center Independent School District (“School”) enter into the following agreement for the purpose of establishing their mutual responsibilities for conducting a Joint Election on the 2023 May Uniform Election Date, May 6, 2023.

WHEREAS, Texas Election Code §271.003 authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections in election precincts that can be served by common polling places;

WHEREAS, the City of Hale Center and Hale Center ISD (collectively “Parties”) are each political subdivisions of the State of Texas;

WHEREAS, the City is a municipality located in the School District;

WHEREAS, the School is an educational organization located in the municipality boundaries;

WHEREAS; May 6, 2023 is a Uniform Election Day under the Texas Election Code §41.001 (“Election Day”);

WHEREAS, City of Hale Center and School desire to hold a joint election as set forth in this Joint Election Agreement (“Agreement”);

WHEREAS, City and School serve common electors, and it would be to the benefit of Participating Entities, and the citizens and voters thereof, to hold elections jointly in the election precincts that can be served by common places insofar as possible.

NOW, THEREFORE, in consideration of the subjects of the following terms and provisions, the Joint Election and Election Services Agreement (“Agreement”) set forth below is entered into by and between City, acting by and through its City Council, and School, acting by and through Hale Center Independent School District:

1. Scope:

- a. This Agreement governs the conduct of the City and School elections, to be held on May 6, 2023.

2. Legal Documents:

- a. The Participating Entities shall each be responsible for the preparation, adoption, and publication, (Including bilingual publications) of their respective required elections orders, notices, and any other pertinent documents required by law, unless otherwise set forth herein.
- b. If required, each Participating Entity shall prepare and tender a pre-clearance submission to the Department of Justice, as required by the Voting Rights Act.

3. Polling Places

- a. As permitted by §271.003, and as set forth in the Participating Entities’ election orders, Joint Election Day voting shall be held at:

LeMond Community Center
111 E Stevenson
Hale Center, Texas 79041

4. Supplies

a. Each Participating Entity shall be responsible for ordering and paying for its respective election supplies.

5. Expenses

a. Joint election expenses incurred under this Agreement shall be split evenly (50/50) among the Parties, unless otherwise set forth herein. Expenses to be split between the Participating Entities include, but are not limited to, compensation for election officials and workers.

b. The Participating Entities hereby agree to enter an agreement with Hale County for the rental of an electronic voting system. Cost related to electronic voting systems shall be split evenly, unless otherwise set forth in the Parties' agreement with the County. If the Parties are unable to enter into a single agreement with the County, each Party shall be responsible for costs as set forth in its respective agreement with the County.

c. The Participating Entities shall *NOT* split costs related to notices, newspaper publishing translations of documents, supplies, and legal fees, unless otherwise set forth herein, all those costs shall be borne by the Party incurring same.

6. Cancellation

a. Either Participating Entity may cancel its election as permitted by Texas Election Code Sec. §2.051. In the event of cancellation, the withdrawing Party is relieved from its joint election obligation, unless otherwise set forth herein.

b. If either Participating Entity cancels its election, it shall be responsible only for its prorated share of expenses incurred through the date of cancellation.

c. If either Participating Entity cancels its election, the remaining Party shall be responsible for all election expenses incurred following the cancellation of an election by the other Party.

7. Election Officers

a. City and School shall select a mutually agreeable Joint Election Judge.

b. City and School shall ensure that joint election officers are properly trained.

8. Compensation of Judge & Clerks

a. Election judges and clerks shall be compensated in accordance with Texas Election Code §271.013 and Chapter 32, Subchapter E.

9. Early Voting

a. Early voting by personal appearance will be conducted jointly at the following joint polling place:

LeMond Community Center
111 E Stevenson
Hale Center, Texas 79041

10. Method of Voting

- a. Electronic Voting Systems and/or Paper may be used at the joint polling place, as permitted by Texas Education Code §271.0071.
- b. The Participating Entities will enter into a separate agreement with an electronic voting system provider for the programming, delivery, testing, set-up and removal of the electronic voting machines as needed. Said contract shall address the training of election workers on the electronic voting machines. See section 5 above.

11. Ballots

- a. Each Participating Entity shall be responsible for preparing language for its respective ballot.
- b. Each Participating Entity shall be responsible for their pro rata costs associated with the paper ballots.
- c. Preparation of electronic ballots shall be governed by contract between the Participating Entities and the electronic voting system provider(s).

12. Canvassing

- a. Canvassing shall be conducted separately.

13. Recounts

- a. Recounts, if necessary, shall be conducted separately.

14. Election Records Retention

- a. The Participating Entities will each be responsible for retention of their respective records, in accordance with the Texas Election Code §271.002(e).

15. Order, Resolution or Other Official Action

- a. The Participating Entities agree to state the terms of this Agreement in an order, resolution, or other official action adopted by the governing body of each Participating Entity, at a lawfully called meeting, as required by Texas Election Code §271.002(d).

16. Agreement Preservation

- a. An executed copy of this Agreement shall be preserved by each Participating Entity for the same retention period used to preserve the precinct election records, as required by Texas Election Code §271.002(e).

17. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Participating Entities created hereunder are performable in Hale County, Texas.
- b. The Participating Entities shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

c. In event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. Either Participating Entity may terminate its participation in the Agreement by tendering written notice to the other Party.

e. Any amendment of this Agreement shall be of no effect unless in writing and signed by all the Participating Entities hereto.

f. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

THE CITY of HALE CENTER:

By: _____
W.H. Johnson-Mayor, City of Hale Center

Date: _____

HALE CENTER ISD:

By: _____
Steven Pyburn, Superintendent, Hale Center ISD

Date: _____