

## Regular

Wednesday, February 17, 2016 6:30 PM

601 S. Bounds Thrall HS LRC Annex, 601 S. Bounds, Thrall, TX 76578

1. **Call to Order- Regular Meeting, February 17, 2016**

2. **Pledge of Allegiance and Invocation.**

3. **Public Comments.**

4. **Consent Agenda**

4.A. Regular Board Meeting Minutes January 20, 2016

4.B. Board Workshop February 3, 2016

4.C. Financial Reports

4.D. Approval for the Board to Authorize Superintendent to File for Petition of Annexation During the Process of Bond 2015 Construction Project

5. **Student Recognitions**

5.A. Regional Band

6. **Administrative Reports:**

6.A. Elementary Principal's Report

6.B. Middle School Principal's Report

6.C. High School Principal's Report

6.D. Athletic Director's Report

6.E. Technology Director's Report

**Presenter:** Susan Burkhart

6.F. Business Manager's Report on Cafeteria Services

6.G. Superintendent's Report on:

6.G.1. Academic Showcase, Wednesday February 24th & District Website (Scholarships) (Priorities 1 & 6)

6.G.2. District UIL Meets (Priority 25)

6.G.2.a. District OAP, March 21

6.G.2.b. District Golf, March 22

6.G.2.c. District UIL Academics, April 1

6.G.2.d. District Tennis, April 4 & 5

6.G.2.e. District Track, April 6

6.G.3. Chrome book Project for students  
(Priority 12)

6.G.4. Roofing and HVAC Updates (Priority 21)

7. **Possible Order of a School Board Trustee  
Election for May 7, 2016**

8. **Approve the Joint Election Agreement and  
Contract with Williamson County for Election  
Services**

9. **Discussion & Possible Approval for Interlocal  
Agreement with Tejas School Services for Food  
Purchasing Coop**

10. **Discussion on 2016-2017 School Calendars; (with  
options)**

11. **Bond 2015 Construction Update**

12. **Closed Session: Under the Authority of Texas  
Open Meetings Act section 551.074: Personnel  
Matters including Recommendation of Contracts for  
Administrators for 2016-2017 & 2017-2018**

13. **Discussion and Possible Action regarding:  
Personnel Matters including Recommendation of  
Contracts for Administrators including:  
Principals, AD, Technology Director, and Business  
Manager**

14. **Adjourn**

15. **Call to Order- Regular Meeting, February 17,  
2016**

16. **Pledge of Allegiance and Invocation.**

17. **Public Comments.**

18. **Consent Agenda**

18.A. Regular Board Meeting Minutes January 20,  
2016

18.B. Board Workshop February 3, 2016

18.C. Financial Reports

19. **Student Recognitions**

19.A. Regional Band

20. **Administrative Reports:**

20.A. Elementary Principal's Report

20.B. Middle School Principal's Report

20.C. High School Principal's Report

20.D. Athletic Director's Report

- 20.E. Technology Director's Report **Presenter:** Susan Burkhart
- 20.F. Business Manager's Report on Cafeteria Services
- 20.G. Superintendent's Report on:
- 20.G.1. Academic Showcase, Wednesday February 24th & District Website (Scholarships) (Priorities 1 & 6)
- 20.G.2. District UIL Meets (Priority 25)
- 20.G.2.a. District OAP, March 21
- 20.G.2.b. District Golf, March 22
- 20.G.2.c. District UIL Academics, April 1
- 20.G.2.d. District Tennis, April 4 & 5
- 20.G.2.e. District Track, April 6
- 20.G.3. Roofing and HVAC Updates (Priority 21)
21. **Possible Order of a School Board Trustee Election for May 7, 2016**
22. **Approve the Joint Election Agreement and Contract with Williamson County for Election Services**
23. **Discussion & Possible Approval for Interlocal Agreement with Tejas School Services for Food Purchasing Coop**
24. **Discussion on 2016-2017 School Calendars; (with options)**
25. **Bond 2015 Construction Update**
26. **Closed Session: Under the Authority of Texas Open Meetings Act section 551.074: Personnel Matters including Recommendation of Contracts for Administrators for 2016-2017 & 2017-2018**
27. **Discussion and Possible Action regarding: Personnel Matters including Recommendation of Contracts for Administrators including: Principals, AD, Technology Director, and Business Manager**
28. **Adjourn**

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Board Secretary

**THRALL INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

Date:		Presented By:	President
Subject:	Call Meeting to Order	Related Page(s)	No

**Action**

1. Board President will call the meeting to order.

**THRALL INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

Date:		Presented By:	President
Subject:	Pledge of Allegiance and Invocation.	Related Page(s)	No

**Action**

1. Board President will lead the Pledge of Allegiance and Invocation.

**THRALL INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

Date:		Presented By:	President
Subject:	Public Comment	Related Page(s)	No

**Action**

**1. The Board President will guide Public Comment.**

If there is a comment presented, the Board President will read the following before they speak:

The Board of Trustees of Thrall Independent School District is committed to improving educational opportunities for girls and boys through public involvement and participation. Citizens of the district are always welcome to attend and appear before the trustees at Board meetings. Citizens are expected to conduct themselves in an orderly manner and work within established meeting procedures directed at all times by the President of the Board.

**Complaints and inquiries will be directed to proper administrative levels before coming to the Board.** At no time will the Board allow personal attacks on the character of a trustee or employee. Charges against an employee will be heard in closed session. Persons who wish to participate in this portion of the meeting shall sign up with the presiding officer or designee before the meeting begins and shall indicate the topic about which they wish to speak.

No presentation shall exceed five minutes. Delegations of more than five persons shall appoint one person to present their views before the Board.

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.



**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

**JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES**

THIS Joint Election Agreement and Contract for Election Services (“Contract”) is made by and between the Williamson County Interim Elections Administrator (“Elections Administrator”) and political subdivisions (“Participating Authority” or “Participating Authorities”) located entirely or partially inside the boundaries of Williamson County. The complete list of Participating Authorities will be available after the final day to cancel an election as prescribed by the Secretary of State’s election calendar and will be listed as **Attachment A**.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint election to be held on the uniform election date of May 9, 2015, and administered by, Kay Eastes, Williamson County Interim Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct joint elections between a Participating Authority and the Williamson County Elections Office.

***RECITALS***

**WHEREAS**, each Participating Authority listed above plans to hold an election on May 9, 2015;

**WHEREAS**, Williamson County owns an electronic voting system, the Election System and Software (ES&S) iVotronic/M100/M650 Voting System (Version 3.0.1.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authorities desire to use Williamson County’s electronic voting system, to compensate Williamson County for such use, and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended, and

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

**I. ADMINISTRATION**

The Participating Authorities agree to hold a “Joint Election” with Williamson County, if applicable, and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary.

It is understood that other political subdivisions and districts may wish to participate in the use of Williamson County’s electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this Contract.

## II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

## III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations are listed in **Attachment B** of this Contract and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment B**.

If polling places for the May 9, 2015 joint election are different from the polling place(s) used by a Participating Authority in its most recent election, the authority agrees to post a notice no later than May 9, 2015 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the Participating Authority polling place names and addresses in effect for the May 9, 2015 election. This notice shall be written in both the English and Spanish languages.

## IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will recruit all election workers.

The Elections Administrator will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an Election Worker set forth by the Williamson County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. As set forth in Sec. 32.009 of the Texas Election Code, each presiding election judge and alternate presiding judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the time and location of training and distribution of election supplies and the number of election clerks the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Williamson County pursuant to Texas Election Code Section 32.091. The election judge, or his designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The compensation rates established by Williamson County are:



Early Voting – Early Voting Supervisor (\$12 an hour), Clerks (\$10 an hour)  
Early Voting – EV Mobile Team: Supervisor (\$14 an hour), Clerks (\$12 an hour)  
Election Day – Presiding Judge (\$12 an hour), Alternate Judge (\$10 an hour), Clerk (\$10 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above. Election poll workers will be paid a flat fee of \$25.00, one time annually (per calendar year) for 100% completion of the Williamson County online poll worker training program.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day for the efficient tabulation of ballots at the central counting station, and for the post-election processes conducted by warehouse personnel. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Williamson County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Elections Administrator and reimbursed by the Participating Authorities.

#### **V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT**

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, Williamson County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have a sufficient number of tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

Joint participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in a joint election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner and in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit information in a format or template provided by the Elections Office. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions.

In the event a Participating Authority identifies an error after approval of their respective ballot(s) proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the full cost of reprogramming if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.

Early Voting by Personal Appearance and/or the use of Vote Centers, Texas Election Code Section 43.007, on Election Day shall be conducted exclusively on Williamson County's iVotronic electronic voting system. Provisional ballots will be cast on paper ballots.

The Elections Administrator shall be responsible for the programming, preparation, testing, and delivery of the voting system equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Election Code 129.051(g).

## **VI. EARLY VOTING**

The Participating Authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006, Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Williamson County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Williamson County Elections Administrator may be paid from the election services contract fund for contractual duties performed outside of normal business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the locations, dates, and times listed in **Attachment C** of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment C**. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Early Voting Clerk  
Williamson County Elections Office  
PO Box 209  
Georgetown, TX 78627

After the first day of early voting, the Elections Administrator shall post on the Williamson County Elections Office webpage, the early voting turnout by early voting polling location by day and a cumulative final early voting turnout report following the close of early voting.

## **VII. EARLY VOTING BALLOT BOARD**

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

## **VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS**

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

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

Counting Station Manager:	Kay Eastes, Williamson County Interim Elections Administrator
Tabulation Supervisor:	Candi Zaccheus, Williamson County GIS Analyst
Presiding Judge:	Kay Smith, Williamson County Warehouse Manager
Alternate Judge:	Julie Seippel, Williamson County Voter Registration Supervisor

The Counting Station Manager or her representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station and by posting to the Williamson County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Williamson County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004, after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of election shall not take place before May 12, 2015 and no later than May 20, 2015.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. Each Participating Authority agrees to upload these reports.

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

#### **IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE WILLIAMSON COUNTY**

Williamson County Elections will consider conducting elections in territories outside of Williamson County on a case-by-case basis.

#### **X. RUNOFF ELECTIONS**

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each Participating Authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Participating Authority between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 9, 2015 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the May 9, 2015 Uniform Election Date agrees that the date of the runoff election, if necessary, shall be Saturday, June 13, 2015, with early voting being held in accordance with the Election Code.

## **XI. ELECTION EXPENSES AND ALLOCATION OF COSTS**

**Charges.** In consideration for the joint election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, an administrative fee, and for the lease of voting equipment.

1. **Share of Election Costs.** Each Participating Authority's share of election costs will be (i) a base fee of \$1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each Participating Authority after the election. The end result will be a charge to the Participating Authority of \$1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.

2. **Lease of Voting Equipment.** Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:

- \$309.50 per ADA iVotronic DRE;
- \$250.00 per iVotronic DRE;
- \$85.00 per iVotronic printer;
- \$274.43 per electronic pollbook

The Participating Authority's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the Early Voting period and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Williamson County Commissioners Court.

3. **Administrative Fee.** Each Participating Authority agrees to pay the Williamson County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Williamson County treasury in accordance with Election Code Section 31.100.

## **XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION**

Any Participating Authority may withdraw from this Contract and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

### **XIII. RECORDS OF THE ELECTION**

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

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

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

### **XIV. RECOUNTS OR CONTESTED ELECTION**

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or at a location of the Elections Administrator's choosing, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Texas Election Code 221.014

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

### **XV. MISCELLANEOUS PROVISIONS**

1. The Elections Administrator shall file copies of this document with the Williamson County Treasurer and the Williamson County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
3. This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.
4. In the event that one of more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this agreement, and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this contract.

#### **XVI. COST ESTIMATES AND DEPOSIT OF FUNDS**

The total *estimated* cost for the May 9, 2015 election is \$240,000.00 and is based on the cost of the May 10, 2014 joint general special elections. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XI.1. of this Contract. Each Participating Authority agrees to pay the Williamson County Elections Administrator a deposit of 50% of the *estimated obligation* no later than 15 days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

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**ATTACHEMENT A**  
**(To be provided after the last day to cancel an election)**

List of Participating Authorities (to be determined)

**ATTACHMENT B**

Election Day voting locations (to be determined)



**ATTACHMENT C**

Early Voting Schedule with Voting Locations (to be determined)

**XVII. SIGNATURE PAGE (Separate Page)**

WITNESS BY MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**ELECTIONS ADMINISTRATOR:**

\_\_\_\_\_  
Kay Eastes, Interim Elections Administrator  
Williamson County, Texas

WITNESS BY MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

**PARTICIPATING AUTHORITY:**

Name of Participating Authority: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Official Capacity: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**THRALL INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

		Presented By:	Board President Mr. Hooker
Subject:	Closed Session Under the Authority of Texas Government Code Section 551.074: Personnel Matters	Related Page(s)	No

**Action**

**BACKGROUND INFORMATION:**

**RECOMMENDATION:**

**BOARD ACTION REQUIRED**

1. The Board President will read the following: The board will now convene in a closed meeting to discuss the following item(s) posted on our agenda as allowed by Texas Government Code Section 551.074- Personnel Matters, No voting will take place in the closed meeting. Any action the board wishes to take as a result of discussions in closed session will take place after the board reconvenes in the open meeting. It is now (announce the time.).”
2. If there is any action to be taken following the closed session, it may be best to ask for a recommendation once we return to open session.

**THRALL INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

		Presented By:	Board President
Subject:	Discussion and Possible Action: Personnel Matters	Related Page(s)	No

**Action**

**RECOMMENDATION:**

**BOARD ACTION REQUIRED**

We need a motion, a second and a vote to

**THRALL INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

		Presented By:	Board President
Subject:	Adjourn	Related Page(s)	No

**Action**

1. We will need a Motion, Second and Vote to Adjourn.

**THRALL INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

Date:		Presented By:	President
Subject:	Call Meeting to Order	Related Page(s)	No

**Action**

1. Board President will call the meeting to order.

**THRALL INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

Date:		Presented By:	President
Subject:	Pledge of Allegiance and Invocation.	Related Page(s)	No

**Action**

1. Board President will lead the Pledge of Allegiance and Invocation.

**THRALL INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

Date:		Presented By:	President
Subject:	Public Comment	Related Page(s)	No

**Action**

**1. The Board President will guide Public Comment.**

If there is a comment presented, the Board President will read the following before they speak:

The Board of Trustees of Thrall Independent School District is committed to improving educational opportunities for girls and boys through public involvement and participation. Citizens of the district are always welcome to attend and appear before the trustees at Board meetings. Citizens are expected to conduct themselves in an orderly manner and work within established meeting procedures directed at all times by the President of the Board.

**Complaints and inquiries will be directed to proper administrative levels before coming to the Board.** At no time will the Board allow personal attacks on the character of a trustee or employee. Charges against an employee will be heard in closed session. Persons who wish to participate in this portion of the meeting shall sign up with the presiding officer or designee before the meeting begins and shall indicate the topic about which they wish to speak.

No presentation shall exceed five minutes. Delegations of more than five persons shall appoint one person to present their views before the Board.

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.



**Thrall ISD**  
Food Service Report

	@ 1/31/2016	Projected FY16	Orig Budget FY16
Revenue - Local	\$ 63,742	\$ 104,917	\$ 96,600
Revenue - Federal & State	54,664	122,640	134,205
<b>TOTAL Revenue</b>	<u>118,406</u>	<u>227,557</u>	<u>230,805</u>
Payroll	\$ 37,184	71,205	69,347
Consulting Svcs	25,015	49,050	53,000
Food	50,912	104,676	102,000
NonFood	3,075	7,509	7,500
Commodities	-	14,000	14,000
Tech Equipment & Software	2,433	2,433	2,600
Miscellaneous	461	500	800
<b>TOTAL Expenditures</b>	<u>119,081</u>	<u>249,374</u>	<u>249,247</u>
<b>2015-16 Fund Balance Contribution/(Draw)</b>	<u>\$ (675)</u>	<u>\$ (21,817)</u>	<u>\$ (18,442)</u>

**Highlights:**

\* Between September - December, average meals/day increased by 6% from 455 in FY2014-15 to 484 in FY2015-16

\* Between September - December, percentage of student enrollment eating meals increased to 75% in FY2015-16, up from 69% in FY2014-15 and 68% in FY2013-14.

**Lowlights:**

\* Between September - December, Adult Meal purchases decreased by 17% from an average of 369 meals in FY2014-15 to 305 meals in FY2015-16

**Thrall School District**  
**Meal Items Sold**  
(incl Entrees a la carte)

**Breakfast (w/ Entrees)**

	Free/Reduced			Paid			Total		
	2013-14	2014-15	2015-16	2013-14	2014-15	2015-16	2013-14	2014-15	2015-16
	NA	NA	NA	NA	NA	NA	NA	NA	NA
Aug									
Sep	1,317.0	1,689.0	1,831.0	336.0	867.0	1,026.0	1,653.0	2,556.0	2,857.0
Oct	1,546.0	1,927.0	1,875.0	392.0	969.0	1,115.0	1,938.0	2,896.0	2,990.0
Nov	1,320.0	1,433.0	1,506.0	419.0	795.0	1,001.0	1,739.0	2,228.0	2,507.0
Dec	949.0	1,079.0	1,129.0	325.0	510.0	724.0	1,274.0	1,589.0	1,853.0
<b>Total</b>	<b>5,132.0</b>	<b>6,128.0</b>	<b>6,341.0</b>	<b>1,472.0</b>	<b>3,141.0</b>	<b>3,866.0</b>	<b>6,604.0</b>	<b>9,269.0</b>	<b>10,207.0</b>

**Lunch (w/ Entrees)**

	Free/Reduced			Paid			Total		
	2013-14	2014-15	2015-16	2013-14	2014-15	2015-16	2013-14	2014-15	2015-16
	NA	NA	NA	NA	NA	NA	NA	NA	NA
Aug									
Sep	3,890.0	3,712.0	3,372.0	3,182.0	3,318.0	3,389.0	7,072.0	7,030.0	6,761.0
Oct	4,373.0	3,559.0	3,290.0	3,446.0	3,498.0	3,797.0	7,819.0	7,057.0	7,087.0
Nov	3,275.0	2,668.0	2,556.0	3,199.0	2,899.0	3,084.0	6,474.0	5,567.0	5,640.0
Dec	2,285.0	2,279.0	2,030.0	2,312.0	2,412.0	2,429.0	4,597.0	4,691.0	4,459.0
<b>Total</b>	<b>13,823.0</b>	<b>12,218.0</b>	<b>11,248.0</b>	<b>12,139.0</b>	<b>12,127.0</b>	<b>12,699.0</b>	<b>25,962.0</b>	<b>24,345.0</b>	<b>23,947.0</b>

**\*ALL MEALS\***

	Free/Reduced			Paid			Total			
	2013-14	2014-15	2014-15	2013-14	2014-15	2014-15	2013-14	2014-15	2014-15	
	NA	NA	NA	NA	NA	NA	NA	NA	NA	
Aug										
Sep	5,207.0	5,401.0	5,203.0	3,518.0	4,185.0	4,415.0	8,725.0	9,586.0	9,618.0	0.3%
Oct	5,919.0	5,486.0	5,165.0	3,838.0	4,467.0	4,912.0	9,757.0	9,953.0	10,077.0	1.2%
Nov	4,595.0	4,101.0	4,062.0	3,618.0	3,694.0	4,085.0	8,213.0	7,795.0	8,147.0	4.5%
Dec	3,234.0	3,358.0	3,159.0	2,637.0	2,922.0	3,153.0	5,871.0	6,280.0	6,312.0	0.5%
<b>Total</b>	<b>18,955.0</b>	<b>18,346.0</b>	<b>17,589.0</b>	<b>13,611.0</b>	<b>15,268.0</b>	<b>16,565.0</b>	<b>32,566.0</b>	<b>33,614.0</b>	<b>34,154.0</b>	<b>1.6%</b>



**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

**JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES**

THIS Joint Election Agreement and Contract for Election Services (“Contract”) is made by and between the Williamson County Interim Elections Administrator (“Elections Administrator”) and political subdivisions (“Participating Authority” or “Participating Authorities”) located entirely or partially inside the boundaries of Williamson County. The complete list of Participating Authorities will be available after the final day to cancel an election as prescribed by the Secretary of State’s election calendar and will be listed as **Attachment A**.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint election to be held on the uniform election date of May 9, 2015, and administered by, Kay Eastes, Williamson County Interim Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct joint elections between a Participating Authority and the Williamson County Elections Office.

***RECITALS***

**WHEREAS**, each Participating Authority listed above plans to hold an election on May 9, 2015;

**WHEREAS**, Williamson County owns an electronic voting system, the Election System and Software (ES&S) iVotronic/M100/M650 Voting System (Version 3.0.1.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authorities desire to use Williamson County’s electronic voting system, to compensate Williamson County for such use, and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended, and

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

**I. ADMINISTRATION**

The Participating Authorities agree to hold a “Joint Election” with Williamson County, if applicable, and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary.

It is understood that other political subdivisions and districts may wish to participate in the use of Williamson County’s electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this Contract.

## II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

## III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations are listed in **Attachment B** of this Contract and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment B**.

If polling places for the May 9, 2015 joint election are different from the polling place(s) used by a Participating Authority in its most recent election, the authority agrees to post a notice no later than May 9, 2015 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the Participating Authority polling place names and addresses in effect for the May 9, 2015 election. This notice shall be written in both the English and Spanish languages.

## IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will recruit all election workers.

The Elections Administrator will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an Election Worker set forth by the Williamson County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. As set forth in Sec. 32.009 of the Texas Election Code, each presiding election judge and alternate presiding judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the time and location of training and distribution of election supplies and the number of election clerks the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Williamson County pursuant to Texas Election Code Section 32.091. The election judge, or his designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The compensation rates established by Williamson County are:

Early Voting – Early Voting Supervisor (\$12 an hour), Clerks (\$10 an hour)  
Early Voting – EV Mobile Team: Supervisor (\$14 an hour), Clerks (\$12 an hour)  
Election Day – Presiding Judge (\$12 an hour), Alternate Judge (\$10 an hour), Clerk (\$10 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above. Election poll workers will be paid a flat fee of \$25.00, one time annually (per calendar year) for 100% completion of the Williamson County online poll worker training program.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day for the efficient tabulation of ballots at the central counting station, and for the post-election processes conducted by warehouse personnel. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Williamson County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Elections Administrator and reimbursed by the Participating Authorities.

#### **V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT**

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, Williamson County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have a sufficient number of tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

Joint participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in a joint election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner and in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit information in a format or template provided by the Elections Office. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions.

In the event a Participating Authority identifies an error after approval of their respective ballot(s) proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the full cost of reprogramming if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.

Early Voting by Personal Appearance and/or the use of Vote Centers, Texas Election Code Section 43.007, on Election Day shall be conducted exclusively on Williamson County's iVotronic electronic voting system. Provisional ballots will be cast on paper ballots.

The Elections Administrator shall be responsible for the programming, preparation, testing, and delivery of the voting system equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Election Code 129.051(g).

## **VI. EARLY VOTING**

The Participating Authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006, Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Williamson County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Williamson County Elections Administrator may be paid from the election services contract fund for contractual duties performed outside of normal business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the locations, dates, and times listed in **Attachment C** of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment C**. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Early Voting Clerk  
Williamson County Elections Office  
PO Box 209  
Georgetown, TX 78627

After the first day of early voting, the Elections Administrator shall post on the Williamson County Elections Office webpage, the early voting turnout by early voting polling location by day and a cumulative final early voting turnout report following the close of early voting.

## **VII. EARLY VOTING BALLOT BOARD**

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

## **VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS**

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

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

Counting Station Manager:	Kay Eastes, Williamson County Interim Elections Administrator
Tabulation Supervisor:	Candi Zaccheus, Williamson County GIS Analyst
Presiding Judge:	Kay Smith, Williamson County Warehouse Manager
Alternate Judge:	Julie Seippel, Williamson County Voter Registration Supervisor

The Counting Station Manager or her representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station and by posting to the Williamson County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Williamson County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004, after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of election shall not take place before May 12, 2015 and no later than May 20, 2015.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. Each Participating Authority agrees to upload these reports.

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

#### **IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE WILLIAMSON COUNTY**

Williamson County Elections will consider conducting elections in territories outside of Williamson County on a case-by-case basis.

#### **X. RUNOFF ELECTIONS**

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each Participating Authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Participating Authority between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 9, 2015 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the May 9, 2015 Uniform Election Date agrees that the date of the runoff election, if necessary, shall be Saturday, June 13, 2015, with early voting being held in accordance with the Election Code.

## **XI. ELECTION EXPENSES AND ALLOCATION OF COSTS**

**Charges.** In consideration for the joint election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, an administrative fee, and for the lease of voting equipment.

1. **Share of Election Costs.** Each Participating Authority's share of election costs will be (i) a base fee of \$1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each Participating Authority after the election. The end result will be a charge to the Participating Authority of \$1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.

2. **Lease of Voting Equipment.** Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:

- \$309.50 per ADA iVotronic DRE;
- \$250.00 per iVotronic DRE;
- \$85.00 per iVotronic printer;
- \$274.43 per electronic pollbook

The Participating Authority's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the Early Voting period and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Williamson County Commissioners Court.

3. **Administrative Fee.** Each Participating Authority agrees to pay the Williamson County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Williamson County treasury in accordance with Election Code Section 31.100.

## **XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION**

Any Participating Authority may withdraw from this Contract and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.



### **XIII. RECORDS OF THE ELECTION**

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

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

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

### **XIV. RECOUNTS OR CONTESTED ELECTION**

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or at a location of the Elections Administrator's choosing, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Texas Election Code 221.014

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

### **XV. MISCELLANEOUS PROVISIONS**

1. The Elections Administrator shall file copies of this document with the Williamson County Treasurer and the Williamson County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
3. This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.
4. In the event that one of more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this agreement, and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this contract.

#### **XVI. COST ESTIMATES AND DEPOSIT OF FUNDS**

The total *estimated* cost for the May 9, 2015 election is \$240,000.00 and is based on the cost of the May 10, 2014 joint general special elections. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XI.1. of this Contract. Each Participating Authority agrees to pay the Williamson County Elections Administrator a deposit of 50% of the *estimated obligation* no later than 15 days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

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**ATTACHEMENT A**  
**(To be provided after the last day to cancel an election)**

List of Participating Authorities (to be determined)

**ATTACHMENT B**

Election Day voting locations (to be determined)

**ATTACHMENT C**

Early Voting Schedule with Voting Locations (to be determined)

**XVII. SIGNATURE PAGE (Separate Page)**

WITNESS BY MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**ELECTIONS ADMINISTRATOR:**

\_\_\_\_\_  
Kay Eastes, Interim Elections Administrator  
Williamson County, Texas

WITNESS BY MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

**PARTICIPATING AUTHORITY:**

Name of Participating Authority: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Official Capacity: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

JULY						
S	M	T	W	T	F	S
					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						

JANUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
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- 7 Staff Development Days
- 6 Staff Preparation Days
- 170 Student Days (10/28 & 12/16 are 1/2 days each but count as 1 full teacher day)
- 29 Holiday/Bad Weather Day

AUGUST						
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- 183 Teacher/Counselor/Nurse - *will need 4 Prof Dev days in Summer + Extra Days*
- 180 Teacher Aide (Student & Staff Dev Days & Aug 10-12)
- 178 Cafeteria (Student Days + Aug 15-19; Jan 3; May 26 & 30)
- 182 Library (will not work Oct 29 HF) - *will need 5 Prof Dev days in Summer*
- 177 Cindy Miksch (Student Days + Aug 15-19; Jan 3; May 26)

*There are actually only 169 student days as 10/28 & 12/16 are only half days but count as full days for staff.*  
*April 17th and May 26th are slated as the Bad Weather Days - this calendar assumes that they will be student holidays if we don't need them. Teachers are not scheduled to work April 17th, but will work May 26th. If May 26th is needed as a Bad Weather Day, then the work day will move to May 31st.*

SEPTEMBER						
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- 7 Staff Development Days
- 8 Staff Preparation Days
- 168 Student Days (10/28 & 12/16 are 1/2 days each but count as 1 full teacher day)
- 29 Holiday/Bad Weather Day

AUGUST						
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- 183 Teacher/Counselor/Nurse - *will need 4 Prof Dev days in Summer + Extra Days*
- 180 Teacher Aide (Student & Staff Dev Days + Aug8-12)
- 176 Cafeteria (Student + Staff Dev Days + May30) - *will need 2 Prof Dev days in Summer*
- 182 Library (will not work Oct 29 HF) - *will need 5 Prof Dev days in Summer*
- 177 Cindy Miksch (Student & Staff Dev Days + Aug12; May30)

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- \* Changed September 1 & 2 to Student Holidays due to Dove Season
- \* Added August 8th & 9th as Staff Preparation Days
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OCTOBER						
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NOVEMBER						
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- ✓ Added August 8th & 9th as Staff Development Days
- \* Changed Staff Preparation Day 9/23 to Student Day
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25	26	27	28	29	30	



# THRALL ISD – Facilities & Bond Program Update February 17, 2016

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## PROFESSIONAL SERVICES CONTRACTS:

- Informational Technology Consultant –
  - True North Consulting – Under contract
- Architect:
  - Fromberg Associates
- CMAR
  - Bartlett Cocke
- Geotechnical services
  - Alliance Geotechnical
- Surveyor
  - Diamond Surveying

## PROJECTS:

### New High School and Elementary Addition:

- Construction Documents in progress:
  - Working to revise stage/commons area including:
    - Converting stage area to Commons
    - Wall with storefront windows looking into gym from Commons
    - Extra counter seating and counselor office area
  - Band Hall
    - Looking at options and costs. See attached layout showing 100 students in band.
  - Biology room layout to be flipped
- CMAR
  - Project is out for bid.
  - Pre-Bid walkthrough 2/12/16
  - Local vendor info sent to Bartlett Cocke



- FFE planning and design with Sledge in progress
  - Meeting with suppliers for FFE items.
  - Receiving pricing and working with design of new scoreboards for district.
  - Discussing district signage and plan for future
- City
  - Permitting fees
  - Annexation and platting fees

### **PROGRAM MILESTONES:**

**Bond: Passed**

**Schematic Design: Completed**

**Design Development: Completed 11/19**

**CMAR: Agreement approved 11/19 with Bartlett Cocke**

**Construction Documents: Complete January 2016**

**Bidding: Receiving bids February 23, 2016**

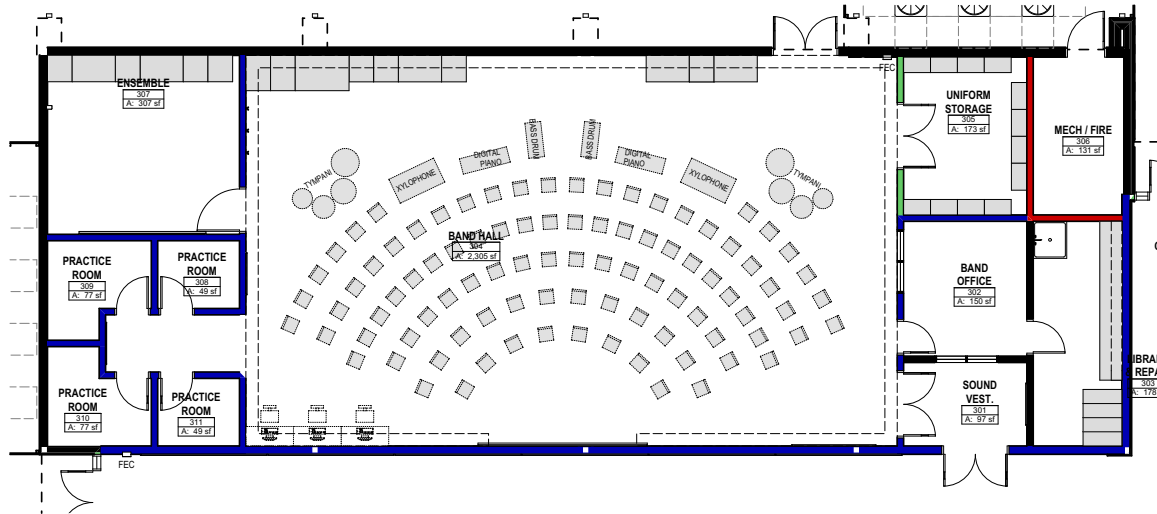
**Ground: March 2016**

**Elementary Addition: Complete Summer 2016**

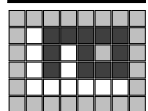
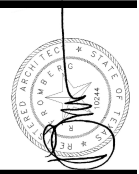
**High School: Completion Summer 2017**



ROW 1: 8 SEATS  
ROW 2: 12 SEATS  
ROW 3: 16 SEATS  
ROW 4: 22 SEATS  
ROW 5: 22 SEATS  
ROW 6: 12 SEATS  
LARGE INSTRUMENTS: 8  
TOTAL: 100



**1 FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

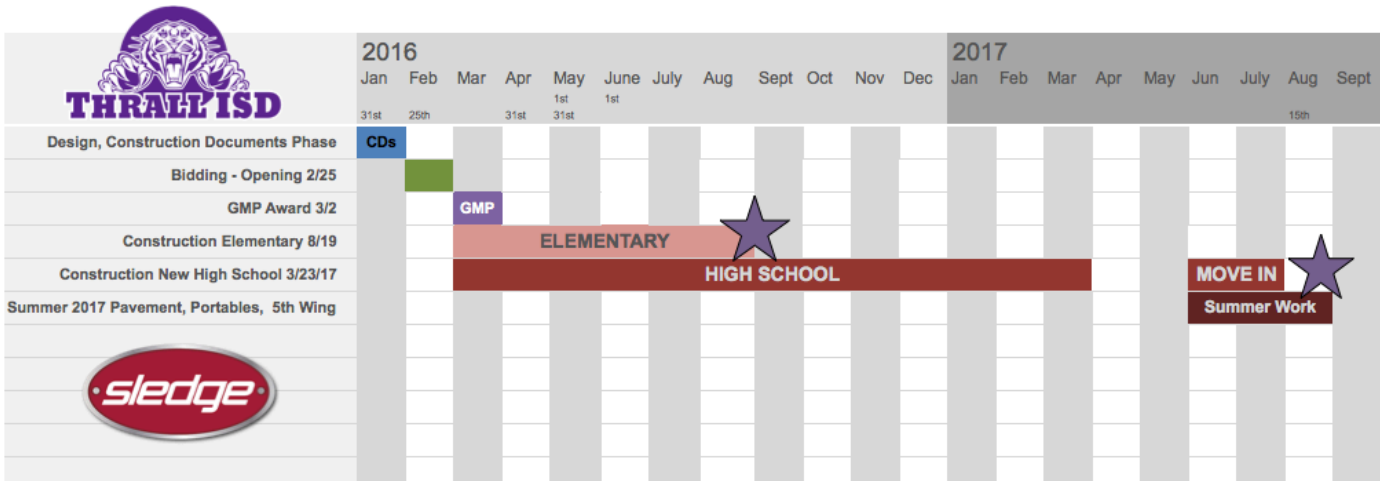


FROMBERG ASSOCIATES, LTD  
2406 Lake Austin Blvd.  
Austin, Texas 78703  
Ph (512) 495-9171  
Fax (512) 495-1837  
www.fromberg.com

Thrall Independent School District  
Thrall ISD New High School & Elementary  
Addition  
Thrall, Texas  
**BAND HALL FURNITURE**

Project Number  
1506  
Date:  
1/28/2016  
Scale:  
1/8" = 1'-0"  
Sheet Number:  
A10.1

## Project Timeline



**THRALL INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

		Presented By:	Board President Mr. Hooker
Subject:	Closed Session Under the Authority of Texas Government Code Section 551.074: Personnel Matters	Related Page(s)	No

**Action**

**BACKGROUND INFORMATION:**

**RECOMMENDATION:**

**BOARD ACTION REQUIRED**

1. The Board President will read the following: The board will now convene in a closed meeting to discuss the following item(s) posted on our agenda as allowed by Texas Government Code Section 551.074- Personnel Matters, No voting will take place in the closed meeting. Any action the board wishes to take as a result of discussions in closed session will take place after the board reconvenes in the open meeting. It is now (announce the time.).”
2. If there is any action to be taken following the closed session, it may be best to ask for a recommendation once we return to open session.

**THRALL INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

		Presented By:	Board President
Subject:	Discussion and Possible Action: Personnel Matters	Related Page(s)	No

**Action**

**RECOMMENDATION:**

**BOARD ACTION REQUIRED**

We need a motion, a second and a vote to

**THRALL INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

		Presented By:	Board President
Subject:	Adjourn	Related Page(s)	No

**Action**

1. We will need a Motion, Second and Vote to Adjourn.