

# Agenda of Special Called

## The Board of Trustees

### Florence Independent School District

A Special Called of the Board of Trustees of Florence Independent School District will be held February 2, 2026, beginning at 6:30 PM in the Florence High School Library, 401 FM-970, Florence, TX 76527.

Videoconference Notice: A quorum of the Board of Trustees will be physically present at the Florence High School Library, 401 FM 970, Florence, Texas 76527, and it is the intent to have a quorum of the Board present at that location. Pursuant to Texas Government Code 551.127 if a quorum of the Board is physically present at the designated location, other Trustees may attend and participate in this meeting via videoconference.

In accordance with the Texas Open Meetings Act, the board may enter into closed session at any time during deliberations pursuant to TOMA Governance Code Sections.

- 551.071 (consultation with attorney):
- 551.072 (deliberation regarding real property):
- 551.073 (deliberation regarding prospective gift):
- 551.074 (personnel matters):
- 551.076 (deliberation regarding security devices):
- 551.082 (discipline of student or complaints against employees):
- 551.083 (consultation with representative of employee group): and
- 551.084 (excluding witnesses from board investigation):

When appropriate the board may provide a brief clarification of board actions (not exceeding five minutes) immediately prior to closed session and/or prior to adjournment.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

- I. **Call To Order**
- II. **Executive Session; Government Code §551.074**
  - Presenter:** Rick Kirkpatrick
  - II.A. Superintendent Performance Evaluation
  - II.B. Superintendent Contract Review
- III. **Regular Business: Consideration, Discussion and Appropriate Action**
  - III.A. Consideration and Possible Action on Amending the Superintendent's Contract
    - Presenter:** Ed Navarette
  - III.B. Consideration and Possible Action to Approve an Agreement to Conduct Joint Elections Between Florence ISD and the City of Florence
    - Presenter:** Rick Kirkpatrick
- IV. **Adjournment**

AGREEMENT TO CONDUCT JOINT ELECTIONS BETWEEN  
FLORENCE INDEPENDENT SCHOOL DISTRICT AND  
THE CITY OF FLORENCE

WHEREAS:

1. The Florence Independent School District, ("District") and the City of Florence ("City") will lawfully order and hold joint elections on the first Saturday in May annually; and
2. Texas Government Code, Chapter 791, authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested; and
3. Pursuant to Section 271.002, Texas Election Code, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and
4. Texas Education Code, Section 11.0581, requires the District to hold its general trustee elections jointly with a municipality located wholly or partially within the boundaries of the District on the May uniform election date, or jointly with the county(ies) in which the District is located on the November uniform election date; and

NOW, THEREFORE, pursuant to Sections 271.002 and 271.003, Texas Election Code, Texas Education Code Section 11.0581 and Chapter 791 of the Texas Government Code, the Joint Election Agreement set forth below is entered into by and between the Participating Entities acting by and through their respective governing bodies, agree as follows:

**I. Scope of the Election Agreement**

- A. The District and the City will share a common election day polling location for annual elections. If the contingent voting location is used the District will post the change in places that are apparent to the voters. Each entity will administer their respective election and share their respective costs as outlined in this Agreement.
- B. Each of the Entities shall be individually responsible for the preparation and/or publication of election ballots, orders, resolutions, notices and other pertinent

documents for adoption or execution by its own respective governing board as required by law.

- C. Each of the Entities shall be individually responsible for posting and publishing its election notice.
- D. Each entity shall be jointly responsible for obtaining HAVA-compliant voting system, which will be used by the entities in their respective elections.

## **II. Election Judge, Officer, and Clerks**

Each entity shall appoint its own Election Judges and Alternate Election Judges.

## **III. Joint Election Costs: Payment**

Costs. Each Entity remains responsible for their own costs associated with the joint election.

All funds expended by each Entity will be from current revenues.

Cancellation. In the event any of the Participating Entities cancel their election because of unopposed candidates under Subchapter C of Title I of the Texas Election Code, the remaining Entity shall be responsible for 100% of the election costs incurred after the date of cancellation.

## **IV. General Provisions**

- A. Communications. Throughout the term of this Agreement, the Participating Entities will engage in ongoing communications concerning the conduct of the Joint Election and discuss and resolve any problems, which might arise regarding the Joint Election.
- B. Effective Date. This Agreement takes effect upon the complete execution of this Agreement by all Participating Entities.
- C. Custodian of Records. Each Participating Entity will serve as their individual custodian for purposes of election records as required by law. Each Participating Entity shall appoint a qualified person to act as Custodian of Records for the Entity to perform the duties imposed by the Election Code on

the custodian of records for its respective entity.

**V. Miscellaneous Provisions**

- A. Venue and Choice of Law. The Entities agree that venue for any dispute arising under this Agreement will lie in the appropriate courts of Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
  
- B. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersede all prior agreements, including prior election services contracts relating to each Entity's May elections. Any prior Agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
  
- C. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
  
- D. Breach. In the event that any Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law. Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which any Participating Entity is entitled under statutory or common law.
  
- E. Other Instruments. The Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
  
- F. Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto.

No official, representative, agent, or employee of any Participating Entity has

any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Entity.

- G. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

IN TESTIMONY WHEREOF, the Participating Entities have executed this Agreement in multiple copies, each of equal dignity, on this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Florence ISD

\_\_\_\_\_  
City of Florence, Mayor Ben Daniel